



CITY OF KENT

Council Meeting Agenda

October 17, 2017



Mayor Suzette Cooke
Council President Bill Boyce



Councilmembers

Jim Berrios	Tina Budell
Brenda Fincher	Dennis Higgins
Dana Ralph	Les Thomas



This page intentionally left blank.



KENT CITY COUNCIL AGENDAS
October 17, 2017
Council Chambers

Mayor Suzette Cooke
Council President Bill Boyce

Councilmember Jim Berrios
Councilmember Brenda Fincher
Councilmember Dana Ralph

Councilmember Tina Budell
Councilmember Dennis Higgins
Councilmember Les Thomas

WORKSHOP AGENDA
5 p.m.

<u>Subject</u>	<u>Speaker</u>	<u>Time</u>
2018 Mid-Biennium Budget Adjustment Review	Aaron BeMiller	90 min

COUNCIL MEETING AGENDA
7 p.m.

1. **CALL TO ORDER/FLAG SALUTE**
2. **ROLL CALL**
3. **AGENDA APPROVAL**
Changes from Council, Administration, or Staff
4. **PUBLIC COMMUNICATIONS**
 - A. Public Recognition
 - B. Appointments to Kent Arts Commission
 - C. Proclamation for National Arts and Humanities Month
 - D. Proclamation for National Head Start Awareness Month
 - E. Community Events
 - F. Public Safety Update
 - G. Intergovernmental Reports
5. **PUBLIC HEARING**
 - A. Potential Surplus of a Portion of Morrill Meadows/East Hill Park and Removal of any Restrictive Covenants for Construction of a YMCA Center – Resolution – Adopt
 - B. 2018 Mid-Biennium Budget Adjustment - Second Public Hearing
 - C. 2017 Tax Levy for 2018 Budget
 - D. 2018-2023 Capital Improvement Plan - Second Public Hearing
 - E. Comprehensive Plan/Capital Facilities Element Amendment and Update to Kent City Code Chapter 12.13 School Impact Fees
6. **PUBLIC COMMENT** - – *If you wish to speak to the Council, please sign up at the City Clerk's table adjacent to the podium. When called to speak, please state your name and address for the record. You will have up to three minutes to provide comment. Please address all comments to the Mayor or the Council as a whole. The Mayor and Council may not be in a position to answer questions during the meeting.*

7. **CONSENT CALENDAR**
 - A. Minutes of October 3, 2017, Workshop and Council Meetings – Approve
 - B. Payment of Bills – Approve
 - C. Ordinance Accepting Transfer of Control of Astound Broadband to Radiate Hold Co – Adopt
 - D. Reappointments to the Kent Arts Commission – Confirm
 - E. Sounder Access Improvement Project Recommendation – Authorize
 - F. Yakima County Inmate Housing Interlocal Agreement – Authorize
 - G. Puget Sound Emergency Radio Network Lease Agreement – Cambridge Water Tank Site – Authorize
 - H. Commute Trip Reduction Grant – Accept
 - I. Grievance Procedure – Americans with Disabilities Act – Authorize
 - J. U.S. Geological Survey Joint Funding Agreement – Authorize
 - K. Internal Financing – Phase 1 LID 363 Project – Ordinance - Adopt
 - L. Interagency Agreement – DUI Operations and Training – Authorize
 - M. Bill of Sale for Stryker Business Center Phase 2 WULF – Accept
 - N. Central Avenue South Pavement Preservation and Utility Improvements – Accept as Complete

8. **OTHER BUSINESS**
 - A. Assignment of access ShoWare Lease between the Seattle Thunderbirds and City of Kent – Approve

9. **BIDS**

10. **REPORTS FROM STANDING COMMITTEES, COUNCIL, AND STAFF**

11. **EXECUTIVE SESSION AND ACTION AFTER EXECUTIVE SESSION**

12. **ADJOURNMENT**

NOTE: A copy of the full agenda is available in the City Clerk's Office and at KentWA.gov.

Any person requiring a disability accommodation should contact the City Clerk's Office in advance at 253-856-5725. For TDD relay service, call the Washington Telecommunications Relay Service at 1-800-833-6388.

This page intentionally left blank.

This page intentionally left blank.

PUBLIC COMMUNICATIONS

A) Public Recognition

B) Appointments to Kent Arts Commission

C) Proclamation for National Arts and Humanities Month

D) Proclamation for National Head Start Awareness Month

E) Community Events

F) Public Safety Update

G) Intergovernmental Reports

PROCLAMATION

WHEREAS, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for 30 years; and

WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the arts and humanities enhance and enrich the lives of every American; and

WHEREAS, the arts and humanities play a unique role in the lives of our families, our communities, and our country; and

WHEREAS, the nonprofit arts industry also strengthens our economy by generating \$135 billion in total economic activity annually, \$22.3 billion in government revenue and by supporting the full-time equivalent of 4.1 million jobs;

WHEREAS, the Kent Arts Commission was established on October 20 of 1975, and has been serving the city of Kent with high quality visual and performing arts programs and cultural opportunities for 42 years.

NOW, THEREFORE, I, Mayor Suzette Cooke, do hereby proclaim the month of October as

National Arts and Humanities Month

and urge all our citizens to celebrate, promote, and take action for arts and culture in our nation and to recognize the substantial contributions the Kent Arts Commission has made to our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Kent this 17th day of October 2017.




Suzette Cooke, Mayor

PROCLAMATION

Whereas, Since its establishment in 1965, the National Head Start Program has helped over eight million low-income pre-school children and their families throughout the United States. In so doing, it has earned recognition and support for its success in early childhood education and development; and,

Whereas, Equally important, the health and nutrition aspects of the program have improved the prevention, detection, and treatment of children's medical, dental, and nutritional problems, thereby removing barriers to growth and learning; and,

Whereas, Perhaps the most significant factor in the success of Head Start has been the involvement of parents, volunteers, and the community. Their commitment and the services provided by dedicated Head Start staff have been instrumental in creating a quality program that truly provides young children with a "head start" in life; and,

Whereas, In Kent, we are fortunate and thankful that Kent Youth and Family Services and Puget Sound Educational Services District are providers of "head start" programs for youth in our community.

NOW, THEREFORE, I, Suzette Cooke, Mayor of the city of Kent, do hereby designate the month of October as

Head Start Awareness Month

In the city of Kent, Washington.

In witness whereof, I have hereunto set my hand and caused the seal of Kent to be affixed this 17th day of October, 2017.




Suzette Cooke, Mayor





TO: City Council

DATE: October 17, 2017

SUBJECT: Potential Surplus of a Portion of Morrill Meadows/East Hill Park and Removal of any Restrictive Covenants for Construction of a YMCA Center – Resolution – Adopt

MOTION: Adopt Resolution No. _____, authorizing the surplus of a portion of Morrill Meadows/East Hill Park to allow the YMCA of Greater Seattle to construct a new indoor recreational facility, authorizing the removal of certain restricted covenants on the property in accordance with King County and Recreation and Resource Conservation Office requirements, and authorizing the mayor to take all necessary actions in accordance with this resolution.

SUMMARY: As explained more fully in the attached resolution, the city is in the process of a joint venture with the YMCA of Greater Seattle to construct a new YMCA facility in a portion of the city's Morrill Meadows/East Hill Park. The city's surplus property code requires a public meeting before the council can declare the property surplus, and a new public law also requires a public hearing if a restrictive covenant on the property will be removed as part of the sale.

In this case, some of the affected park property is restricted for outdoor recreational use due to grant conditions imposed by the state Recreation and Resource Conservation Office (RCO), and another portion is reserved open space due to funding restrictions imposed by King County. Since the YMCA facility will be for indoor recreation, the outdoor recreation and open space restrictions will have to be removed, and in accordance with the new law, a public hearing is required. However, as the RCO and King County may require, the City will locate and designate replacement outdoor recreation and open space property to compensate for any loss of use.

City staff will provide a presentation on this proposal before inviting testimony from the public.

EXHIBITS: Resolution and its attached exhibits

RECOMMENDED BY: Administration; Parks, Recreation, and Human Services Director

BUDGET IMPACTS: None; once negotiated, there will be project costs, which will be presented to the city council for approval.

This page intentionally left blank.

RESOLUTION NO. _____

A RESOLUTION of the city council of the city of Kent, Washington, approving consideration for sale of a portion of the City's Morrill Meadows/East Hill Park for development of a new YMCA facility; declaring the property to be surplus in order to facilitate the YMCA improvements; approving the removal, to the extent necessary, of restrictive covenants or other real property restrictions related to preservation of portions of the property for outdoor recreation and open space purposes, subject to any necessary approval of the state Recreation and Conservation Office and King County Department of Natural Resources and Parks; and authorizing the Mayor to take all appropriate actions consistent with this resolution.

RECITALS

A. Pursuant to RCW 35A.11.010, the City is authorized to dispose of real property for the common benefit.

B. Approximately three years ago, representatives of the YMCA of Greater Seattle approached City representatives with a conceptual proposal to construct a YMCA facility in Kent.

C. The City and the YMCA agreed that a new YMCA facility would provide a significant benefit to the community and eventually agreed that the best location would be to develop the facility within the easterly portion of the City's Morrill Meadows/East Hill Park.

D. On October 23, 2015, the City and the YMCA entered into a Memorandum of Agreement that outlined the general principles to be

employed between the parties to begin the joint development of the new YMCA facility.

E. The current project proposal includes construction of an approximately 50,000 square foot building with a swimming pool larger than the YMCA's standard for a community facility of this size, as well as options for facility use that will bring particularized benefit to Kent residents. Under the proposal, the City would convey to the YMCA by deed the necessary property to construct the facility. However, the scope of the project, details of the property's ownership and reversionary issues, and construction responsibilities are subject to continued negotiations.

F. Pursuant to the City's surplus property process, the city council determined on June 6, 2017, to start considering whether the City should surplus the property needed for the YMCA project. In accord with Chapter 3.12 of the Kent City Code, the City published timely notice to the public, posted notice as required by the ordinance, and mailed notice to nearby property owners that the City would be considering whether to surplus the property upon which the YMCA facility is proposed to be constructed. Because the City entered into the Memorandum of Agreement with the YMCA before the city council enacted Chapter 3.12 of the City code, details of the proposed transfer to the YMCA are more advanced than would normally occur under the City's surplus provisions, and accordingly, those details are provided in this resolution.

G. On July 23, 2017, House Bill 1959, the "land covenant preservation and transparency act," took effect, which is codified in part in RCW 35A.21.410. This act requires that, when a local government agency intends to remove a restrictive covenant from real property, it should be through an open process subject to a public hearing.

H. Portions of the property that will be used for the YMCA facility and the adjoining parking area were purchased through grants from the state

Recreation and Conservation Office (RCO), and funds acquired through King County's 1989 Open Space Bond Program, as supplemented by King County's Conservation Futures Program. A condition of the RCO grants was that the property would be used only for outdoor recreation, and a condition of the King County funds was that the property would be maintained as open space. However, both programs anticipate that community needs change over time, and they contemplate and allow for negotiated conversion and replacement by funding recipients. Because the YMCA facility and the parking area that will serve it will be used for indoor recreation, the RCO grant restriction will have to be removed. Additionally, because a portion of the property acquired with King County open space/conservation futures funds will need to be transferred to the YMCA for it to construct its building, the King County open space restriction will also have to be removed from that property.

I. In order to remove the RCO restriction, the City will have to obtain property of equal outdoor recreational value to replace the area being removed from outdoor recreation use, all subject to the RCO's prior approval. The City and the RCO have commenced the process to locate suitable replacement property. As for King County's open space restriction, the City will continue its work with King County to determine to what extent additional replacement property may be necessary. However, the end result in both instances is that once the negotiated conversion process is accomplished, there will be no net loss of open space or outdoor recreational use and value in the City.

J. On August 18, 2017, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Non-Significance for the surplus property proposal.

K. Having complied with the procedures and provisions of the Kent City Code relating to consideration of City-owned property for surplus, and having complied with the public hearing requirements of the land covenant preservation and transparency act, the city council has determined that it is

appropriate and timely to surplus those portions of Morrill Meadows/East Hill Park needed to support the construction of the new YMCA facility.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

RESOLUTION

SECTION 1. – *Recitals Incorporated.* The foregoing recitals are incorporated into the body of this resolution and constitute the findings of the Kent City Council on this matter.

SECTION 2. – *Public's Best Interest.* It is in the public's best interest that the portions of the Morrill Meadow/East Hill Park be converted by sale or lease to use by the YMCA of Greater Seattle for a new community recreation facility.

SECTION 3. – *Property Deemed Surplus.* To fulfill the public meeting requirement for surplus property under Chapter 3.12 of the Kent City Code, a public hearing was held on October 17, 2017, at a regular meeting of the Kent City Council. After due consideration, the property upon which the YMCA building will be located, and which will be transferred by deed to the YMCA subject to any negotiated reversionary provision, is declared surplus property. For illustration purposes, this surplus property is generally bordered in red on the attached and incorporated Exhibit A. The city council makes this surplus determination in order to allow for the future transfer of the property to the YMCA and to gain the recreational value to be received by that transfer. The Mayor is authorized to take all appropriate acts to fulfill the decisions made by this resolution, but any final joint development agreement, sale, or lease of the property must first be approved by the city council.

SECTION 4. – *Land Covenant Preservation and Transparency Act.* A public hearing was held on October 17, 2017, at a regular meeting of the Kent City Council to receive testimony on the subject of removing grant and

deed requirements that restrict portions of the property for open space and outdoor recreational use, because after project completion, the YMCA building and certain related areas will be used for, or in support of, indoor recreation. After due consideration, Council requests the Mayor continue to work with the state Recreation and Conservation Office and King County to remove any covenant that limits use of the areas outlined in blue (RCO) and green (King County) on the attached and incorporated Exhibit B for open space or outdoor recreation purposes. The Mayor is authorized to take all appropriate acts to fulfill the decisions made by this resolution, but any final agreement to purchase necessary replacement property must first be approved by the city council.

SECTION 5. – *Severability.* If any one or more section, subsection, or sentence of this resolution is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

SECTION 6. – *Corrections by City Clerk.* Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this resolution, including the correction of clerical errors; resolution, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

SECTION 7. – *Effective Date.* This resolution shall take effect and be in force immediately upon its passage.

PASSED at a regular open public meeting by the city council of the City of Kent, Washington, this _____ day of _____, 2017.

CONCURRED in by the Mayor of the City of Kent this _____ day of _____, 2017.

SUZETTE COOKE, MAYOR

ATTEST:

KIMBERLEY A. KOMOTO, CITY CLERK

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

P:\Civil\Resolution\YMCA-SurplusPropertyRestrictiveCovenantRemoval-MorrillMeadows-101717.docx

EXHIBIT A



Not to Scale. Visual Representation Only.

— YMCA FACILITY – Surplus Footprint / Potential Sale

EXHIBIT B



- ■ ■ ■ RCO Conversion Area (Removal of Restricted Covenant)
- Parcels NOT purchased with RCO funds. (Not subject to RCO Conversion)
- King County (Open Space Bonds / Conservation Futures) Area impacted. (Removal of Restricted Covenant)



Agenda Item: Public Hearing – 5B

TO: City Council

DATE: October 17, 2017

SUBJECT: 2018 Mid-Biennium Budget Adjustment - Second Public Hearing

MOTION: Public hearing only. No motion required.

SUMMARY: This is the second public hearing on the 2018 Mid-Biennium Budget Adjustment at the regular City Council meeting. Public input is welcome as the City prepares the 2018 Mid-Biennium Budget Adjustment.

EXHIBITS: None

RECOMMENDED BY: Finance Director

BUDGET IMPACTS: N/A

This page intentionally left blank.



Agenda Item: Public Hearing – 5C

TO: City Council
DATE: October 17, 2017
SUBJECT: 2017 Tax Levy for 2018 Budget

MOTION: Public hearing only. No motion required.

SUMMARY: This is the public hearing on the 2017 Tax Levy for the 2018 Budget. Public input is welcome.

EXHIBITS: None

RECOMMENDED BY: Finance Director

BUDGET IMPACTS: N/A

This page intentionally left blank.



Agenda Item: Public Hearing – 5D

TO: City Council

DATE: October 17, 2017

SUBJECT: 2018-2023 Capital Improvement Plan - Second Public Hearing

MOTION: Public hearing only. No motion required.

SUMMARY: This date has been set for the second public hearing on the 2018-2023 Capital Improvement Plan. The Capital Improvement Plan is incorporated into the Capital Facilities Element of the Kent Comprehensive Plan. Public input is welcome.

EXHIBITS: Draft 2018-2023 Capital Improvement Plan (CIP) and Addendum to the Kent Comprehensive Plan Environmental Impact Statement

RECOMMENDED BY: Finance Director

BUDGET IMPACTS: N/A

2018-2023 Capital Improvement Program

September 25, 2017





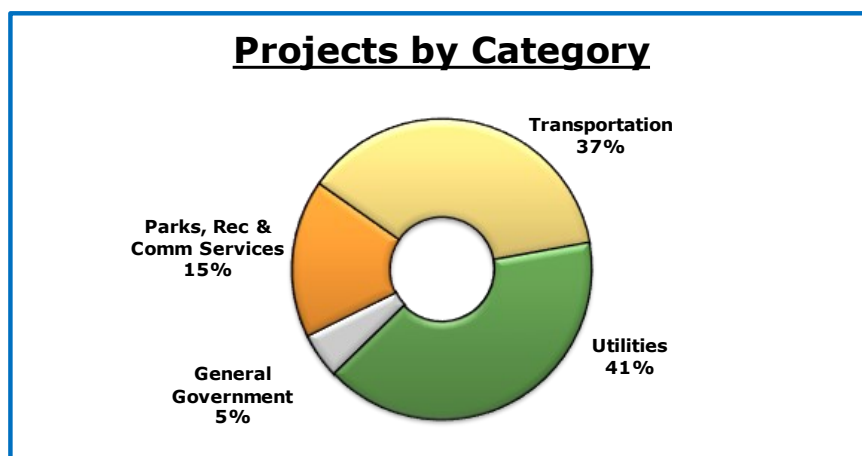
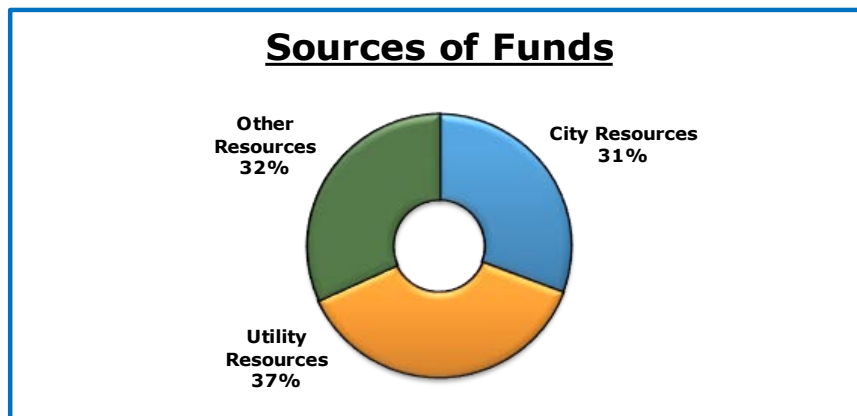
CAPITAL IMPROVEMENT PROGRAM

2018-2023 SUMMARY PROJECTS AND FUNDING

Capital project costs for the City's 2018-2023 capital planning period total \$281.5 million and are funded with City, utility and other resources, as illustrated in the following tables. Additional details follow.

Summary Sources	2018	2019-2023	Total
City Resources	25,559	60,947	86,506
Utility Resources	19,800	85,590	105,390
Other Resources	2,010	87,561	89,571
Total - in thousands	47,369	234,098	281,467

Summary Costs	2018	2019-2023	Total
General Government	4,638	9,293	13,931
Parks, Rec & Comm Services	12,510	35,305	47,815
Transportation	11,021	94,500	105,521
Utilities	19,200	95,000	114,200
Total - in thousands	47,369	234,098	281,467



CAPITAL IMPROVEMENT PROGRAM

OPERATING IMPACT OF MAJOR CIP PROJECTS

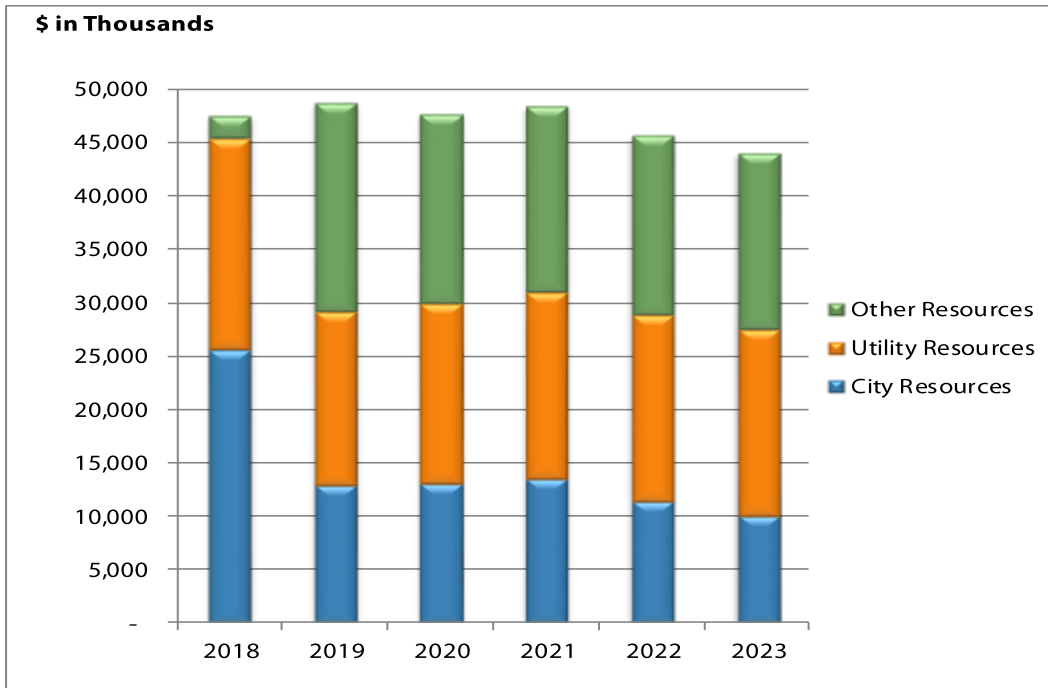
The impact of a capital project on the operating budget is a key factor in considering the inclusion of a project in the six-year plan. The operating costs of a project, and any savings resulting from the project, are captured in the Operating Budget.

SOURCES OF FUNDS—in thousands

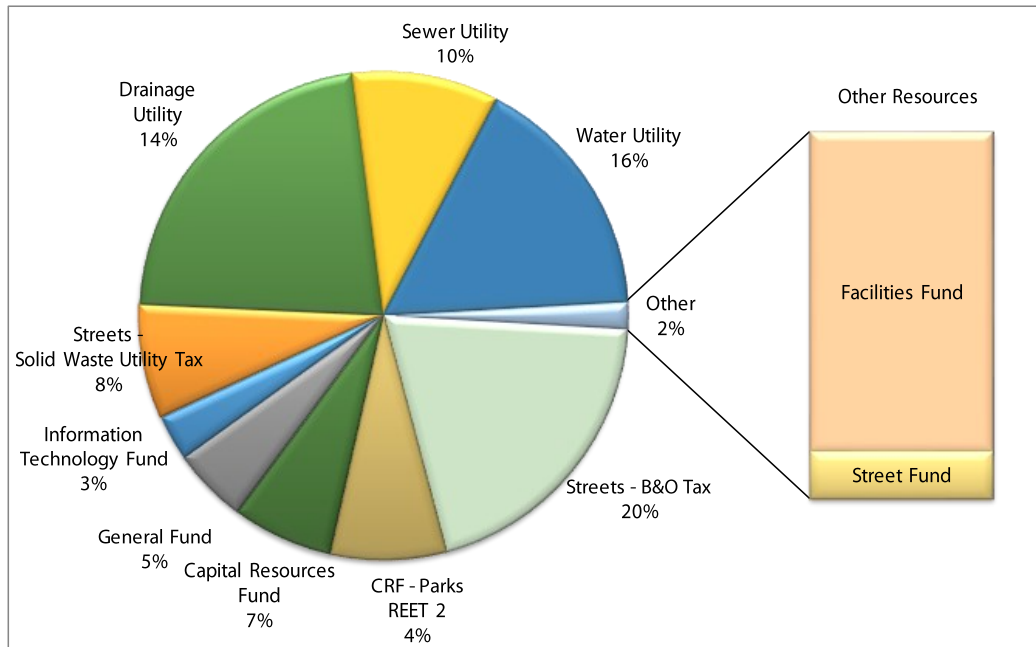
	2018	2019	2020	2021	2022	2023	Total
City Resources							
Streets - B&O Tax	8,000	6,880	6,880	6,880	6,880	5,755	41,275
CRF - Parks REET 2	4,700	1,000	1,000	1,000	1,000	1,000	9,700
Capital Resources Fund	4,950	-	-	-	-	-	4,950
Facilities Fund	591	550	550	555	799	555	3,600
General Fund	3,750	-	-	-	-	-	3,750
Information Technology Fund	547	1,697	1,797	2,335	-	-	6,376
Streets - Solid Waste Utility Tax	2,850	2,746	2,772	2,772	2,772	2,772	16,684
Street Fund	171	-	-	-	-	-	171
Total City Resources	25,559	12,873	12,999	13,542	11,451	10,082	86,506
Utility Resources							
Drainage Utility	8,550	8,000	8,000	8,000	8,000	8,000	48,550
Sewer Utility	3,500	3,750	4,440	4,900	5,000	5,000	26,590
Water Utility	7,750	4,500	4,500	4,500	4,500	4,500	30,250
Total Utility Resources	19,800	16,250	16,940	17,400	17,500	17,500	105,390
Other Resources							
Fuel Tax	10	-	-	-	-	-	10
Grants	1,000	500	500	500	500	-	3,000
GO Bonds	1,000	-	-	-	-	-	1,000
Funding Gap	-	19,054	17,158	16,878	16,113	16,358	85,561
Total Other Resources	2,010	19,554	17,658	17,378	16,613	16,358	89,571
Total Sources of Funds	47,369	48,677	47,597	48,320	45,564	43,940	281,467

CAPITAL IMPROVEMENT PROGRAM

SUMMARY BY SOURCE 2018-2023



2017-18 SOURCES BY FUND TYPE



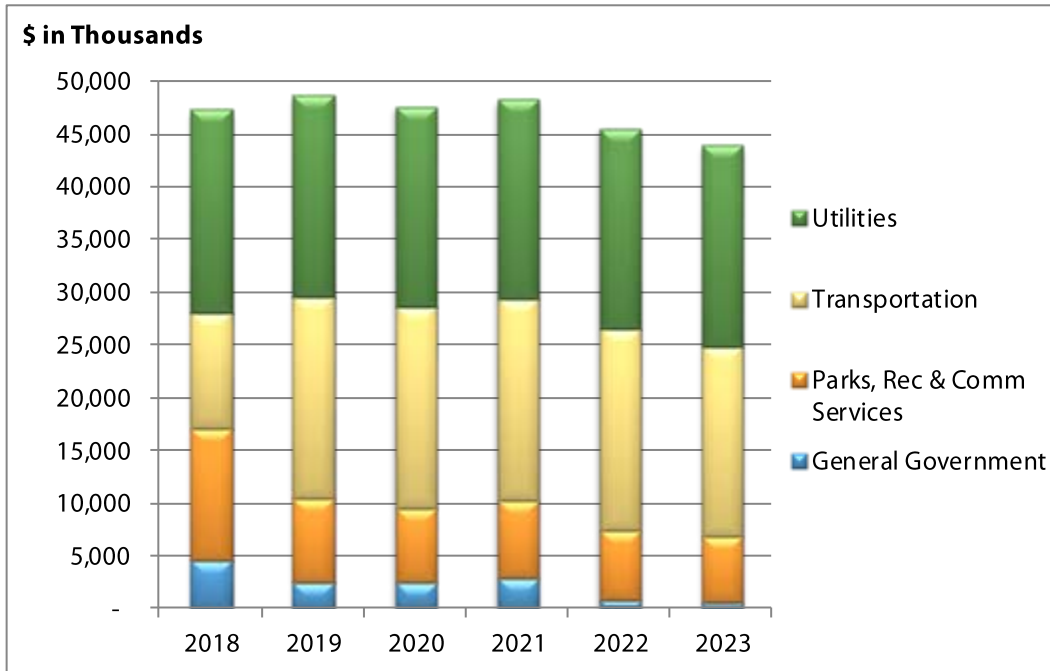
CAPITAL IMPROVEMENT PROGRAM

PROJECTS—in thousands

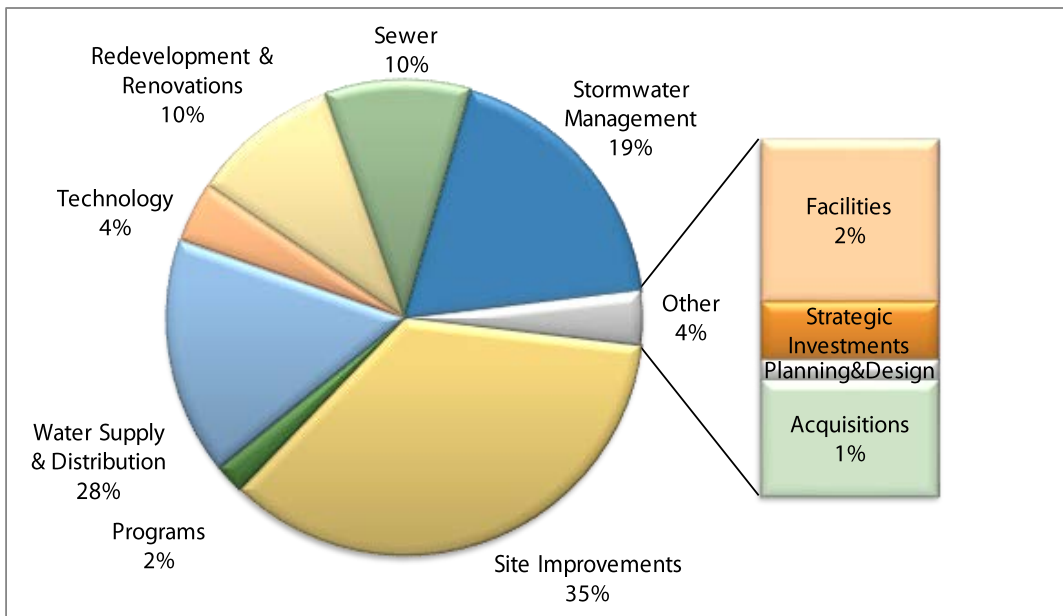
	2018	2019	2020	2021	2022	2023	Total
General Government							
Facilities	591	805	650	605	849	555	4,055
Fleet	1,750	-	-	-	-	-	1,750
Technology	1,797	1,697	1,797	2,335	-	-	7,626
Strategic Investments	500	-	-	-	-	-	500
Total General Government	4,638	2,502	2,447	2,940	849	555	13,931
Parks, Rec & Comm Services							
Programs	45	1,710	735	915	300	195	3,900
Planning & Design	90	90	190	190	90	1,090	1,740
Redevelopment & Renovations	2,875	5,750	5,100	1,150	2,600	4,600	22,075
Development	9,000	-	500	4,500	3,100	-	17,100
Acquisitions	500	500	500	500	500	500	3,000
Total Parks, Rec & Comm Svcs	12,510	8,050	7,025	7,255	6,590	6,385	47,815
Transportation							
Site Improvements	11,021	19,125	19,125	19,125	19,125	18,000	105,521
Total Transportation	11,021	19,125	19,125	19,125	19,125	18,000	105,521
Utilities							
Water Supply & Distribution	7,750	6,000	6,000	6,000	6,000	6,000	37,750
Sewer	3,500	5,000	5,000	5,000	5,000	5,000	28,500
Stormwater Management	7,950	8,000	8,000	8,000	8,000	8,000	47,950
Total Utilities	19,200	19,000	19,000	19,000	19,000	19,000	114,200
Total Projects	47,369	48,677	47,597	48,320	45,564	43,940	281,467

CAPITAL IMPROVEMENT PROGRAM

SUMMARY BY CATEGORY 2018-2023



2017-18 BY CATEGORY FUNCTION



CAPITAL IMPROVEMENT PROGRAM

GENERAL GOVERNMENT—in thousands

	2018	2019	2020	2021	2022	2023	Total
Sources of Funds							
CRF General	1,750						1,750
Facilities Fund	591	550	550	555	799	555	3,600
Fleet Fund	1,750						1,750
Information Technology Fund	547	1,697	1,797	2,335			6,376
Funding Gap		255	100	50	50		455
Total Sources of Funds	4,638	2,502	2,447	2,940	849	555	13,931
Projects							
Facilities							
Kitchen Equipment (Lifecycle)	20	20	30	25	25	25	145
Centennial Center Reseal	50						50
Facilities Card Access	114						114
Corrections Portable Back-up Power Conn.		50					50
Tenants Requested Renovations		50	50	50	50		200
Kent Pool Lifecycle	25	25	25	25	25	25	150
Emergency Facility Repairs	47	100	100	100	100	104	551
Roof Repairs (Lifecycle)	35	400	145	55	450	330	1,415
Floor Covering Replacements (Lifecycle)	200	60	100	20	30		410
Parking Lots (Lifecycle)		-	100	55	54	71	280
HVAC Replacements (Lifecycle)	100	100	100	275	115	-	690
Total Facilities Projects	591	805	650	605	849	555	4,055
Fleet							
Fuel Island Phase 1 (Portable)	1,050						1,050
Fuel Island Phase 2 (Partially Portable)	700						700
Total Fleet Projects	1,750	-	-	-	-	-	1,750
Technology							
Software Lifecycle	768	875	975	1,513			4,131
Hardware Lifecycle		622	622	622			1,866
Tech Plan		200	200	200			600
Permitting System Replacement (KIVA)	419						419
eFax/Email/File Record Retention Mgmt	50						50
Data & Records Mgmt-Dashboard & Collab	35						35
Intranet Redesign	50						50
Avanti System Replacement	250						250
Online Resident Engagement Tool Analysis							
Parks Dashboard	150						150
Communications Dashboard	75						75
Total Technology Projects	1,797	1,697	1,797	2,335	-	-	7,626
Strategic Investment Projects							
Place Making - Meet Me On Meeker	450						450
Downtown Strategic Action Plan Imp	50	-	-	-	-	-	50
Total Strategic Investment Projects	500	-	-	-	-	-	500
Total Projects	4,638	2,502	2,447	2,940	849	555	13,931

CAPITAL IMPROVEMENT PROGRAM

PARKS, RECREATION & COMMUNITY SERVICES—in thousands

	2018	2019	2020	2021	2022	2023	Total
Sources of Funds							
CRF REET2	4,700	1,000	1,000	1,000	1,000	1,000	9,700
Grants - Washington State	1,000	500	500	500	500	-	3,000
Drainage Revenues	600						600
Street Operating Fund	1,000						1,000
General Fund	2,000						2,000
Fuel Tax	10						10
CRF General	3,200						3,200
Funding Gap		6,550	5,525	5,755	5,090	5,385	28,305
Total Sources of Funds	12,510	8,050	7,025	7,255	6,590	6,385	47,815
Projects							
Programs							
Golf Maintenance Equipment Replacement		150	150	150			450
DR Building Renovations and Improvements		100					100
Irrigation System Upgrades		630	100				730
Golf Course Renovations and Improvements		335	230	120	105		790
Golf Course Accessories		115					115
Clubhouse Renovations and Improvements		185	10				195
Tournament Pavilion			50	450			500
Green Kent		150	150	150	150	150	750
Adopt-A-Park	25	25	25	25	25	25	150
Eagle Scout Volunteer Program	10	10	10	10	10	10	60
Paths and Trails Reinvestment Program	10	10	10	10	10	10	60
Total Programs	45	1,710	735	915	300	195	3,900
Planning & Design							
Master Plans	50	50	50	50	50	50	300
Architect/Engineering	40	40	40	40	40	40	240
Mill Creek Canyon Trails Design				100		1,000	1,100
Hogan Park at Russell Road Ph II Design	-	-	100	-	-	-	100
Total Planning & Design	90	90	190	190	90	1,090	1,740
Redevelopment & Renovations							
Lifecycle	580	500	500	500	500	500	3,080
West Fenwick Park Renovation Phase 2	1,375						1,375
Kent Memorial Park Renovation	620						620
Springwood Park Renovation	200	2,500					2,700
Eastridge Renovation		100					100
Mill Creek Earthworks Renovation	100	1,100					1,200
North Meridian Park Renovation Phase I		850					850
Interurban Trail, 3 Friends Fishing Hole		400					400
First Avenue Lunar Rover - Phase II		300					300
Garrison Creek Park Renovation			400				400

CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	2023	Total
Glenn Nelson Park Renovation					50	350	400
Lake Fenwick Park Renovation - Phase II					200	2,400	2,600
Uplands Playfield Renovation - Construct			1,350				1,350
Park Orchard Park Renovation					50	300	350
Hogan Park at Russell Road Reno. Ph II					1,500		1,500
Kherson Urban Play					300		300
Green River Trail / Van Doren's Landing			2,500				2,500
Downtown Place-Making Program - Showare			350				350
Meeker Street Place-Making				250			250
Frager Ped Bridge Rest Stop/Russell Wood				250			250
Sun Meadows Improvements				150			150
Downtown Place Mking - Burlington/Kaibar						150	150
NPR - Scenic Hill Park Renovation						400	400
KVLT - Boeing Rock Improvements						200	200
Downtown Place Mking - Titus/Kherson						100	100
Lake Meridian Park Renovations						100	100
Campus Park Renovation	-	-	-	-	-	100	100
Total Redevelopment & Renovations	<u>2,875</u>	<u>5,750</u>	<u>5,100</u>	<u>1,150</u>	<u>2,600</u>	<u>4,600</u>	<u>22,075</u>
Development							
YMCA	9,000						9,000
Huse/Panther Lake Community Park				2,800	3,100		5,900
Clark Lake Park Development 240th	-	-	500	1,700	-	-	2,200
Total Development	<u>9,000</u>	<u>-</u>	<u>500</u>	<u>4,500</u>	<u>3,100</u>	<u>-</u>	<u>17,100</u>
Acquisition							
Strategic Acquisitions	500	500	500	500	500	500	3,000
Total Acquisitions	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>3,000</u>
Total Projects	12,510	8,050	7,025	7,255	6,590	6,385	47,815

CAPITAL IMPROVEMENT PROGRAM

TRANSPORTATION—in thousands

	2018	2019	2020	2021	2022	2023	Total
Sources of Funds							
Solid Waste Utility Tax	2,850	2,746	2,772	2,772	2,772	2,772	16,684
Business & Occupation Tax	8,000	6,880	6,880	6,880	6,880	5,755	41,275
Street Operating Fund	171						171
Funding Gap		9,499	9,473	9,473	9,473	9,473	47,391
Total Sources of Funds	11,021	19,125	19,125	19,125	19,125	18,000	105,521
Projects							
Traffic controllers, signals & cameras		700	700	700	700	700	3,500
Pavement Preservation		6,860	6,834	6,834	6,834	6,834	34,196
Pavement Preservation B&O		4,044	4,044	4,044	4,044	4,044	20,220
Pavement Preservation SW Util Tax		2,596	2,622	2,622	2,622	2,622	13,084
Bridges		1,200	1,200	1,200	1,200	1,200	6,000
Quiet Zone Improvements	300						300
132nd Ave Pedestrian Improvements	121						121
Concrete Replacement Program	700	2,000	2,000	2,000	2,000	2,000	10,700
James Street Concrete Street	1,000						1,000
S 212th St Bridge @ Green River	400						400
S 212th Way Overlay	350						350
Pavement Striping & Loops	350	225	225	225	225		1,250
Thermoplastic Markings	215	400	400	400	400		1,815
Residential ADA, Sidewalk, Ramps	200						200
Residential Crack Sealing	130						130
Guardrail Repair / Replace	110	100	100	100	100		510
Street Signs Repair / Replace	250	200	200	200	200		1,050
Street Lights Repair / Replace	100	100	100	100	100	100	600
Crack Sealing Roadways	125	200	200	200	200		925
Street Tree Replacement & Mtc	375						375
Pavement Rating Consultant	75						75
Sidewalk, Walking Path, ADA Impv/Plan	450						450
Inlay - SE 248th St	60						60
Inlay - 124th Ave SE	60						60
Overlay - 108th Ave SE	60						60
Overlay - North Peak Crest	60						60
Overlay - 264th Pl	55						55
Overlay - Theresa Terrace	60						60
Overlay - 105th Ave SE	50						50
Overlay - 121st Ave SE	60						60
Overlay 121st Pl SE	55						55
Overlay 103rd Pl SE - SE 204th St	100						100
Overlay Alderwood	300						300
Overlay SE 268th	550						550
Overlay Meridian Glen	900						900
Street Lights - New	200	200	200	200	200	200	1,200
Flashing Yellow L Turn Ph. 3, 4 & 5	200						200
Traffic Signal Controller Cab / Parts	300						300
Crosswalk Safety Improvements	150	150	150	150	150	150	900
Residential Traffic Calming	150	150	150	150	150	150	900
E. Valley Hwy 196th - 180th	1,400						1,400
S 212th St / S 208th St	1,000						1,000
Total Projects	11,021	19,125	19,125	19,125	19,125	18,000	105,521

CAPITAL IMPROVEMENT PROGRAM

UTILITIES—in thousands

	2018	2019	2020	2021	2022	2023	Total
Sources of Funds							
Water Revenues	7,750	4,500	4,500	4,500	4,500	4,500	30,250
Sewer Revenues	3,500	3,750	4,440	4,900	5,000	5,000	26,590
Drainage Revenues	7,950	8,000	8,000	8,000	8,000	8,000	47,950
Funding Gap		2,750	2,060	1,600	1,500	1,500	9,410
Total Sources of Funds	19,200	19,000	19,000	19,000	19,000	19,000	114,200
Projects							
Water Supply & Distribution							
Water Conservation		100	100	100	100	100	500
Water Generators		100	100	100	100	100	500
Reservoir Maintenance & Improvements		500	500	500	500	500	2,500
Water Main Repairs/Replacements		2,500	2,500	2,500	2,500	2,500	12,500
Hydrant Replacements		50	50	50	50	50	250
Large Meter & Vault Replacements		100	100	100	100	100	500
Habitat Conservation Plan Implementation	2,450	300	300	300	300	300	3,950
Pump Station 3 Electrical Upgrades	150						150
Misc Water; Piping Upgrades	500	550	550	550	550	550	3,250
Wellhead Protection	100	100	100	100	100	100	600
Security Improvements on Water Sites	50	50	50	50	50	50	300
Water Zone Improvements		1,500	1,500	1,500	1,500	1,500	7,500
E. Hill Pressure Zone PRV's	1,000						1,000
Landsburg Mine		100	100	100	100	100	500
Tacoma Pipeline		50	50	50	50	50	250
Derbyshire Water Main Replacements	3,000						3,000
224th St Phase II	500	-	-	-	-	-	500
Total Water Supply & Distribution	7,750	6,000	6,000	6,000	6,000	6,000	37,750
Sewer							
Sewer Pipe Replacements	2,500	3,500	3,500	3,500	3,500	3,500	20,000
Pump Station Repairs & Replacements	500	1,500	1,500	1,500	1,500	1,500	8,000
Linda Heights Pump Station	500	-	-	-	-	-	500
Total Sewer	3,500	5,000	5,000	5,000	5,000	5,000	28,500
Stormwater Management							
Green River Levee Repair		6,180	6,175	6,000	6,000	6,000	30,355
NPDES	200	220	225	230	230	230	1,335
Drainage Master Plan	200						200
Mill/Garrison/Spring/Grn. River & Tribs		1,000	1,000	1,170	1,170	1,170	5,510
Valley Creek System CLOMR	50						50
Upper Mill Creek Dam	400						400
144th Ave Drainage Improvements	200						200
Mill Creek @ 76th Ave Flood Protection	1,000						1,000
Lower Russell Road Levee	100						100
Valley Channel Rehabilitation	1,200						1,200
Mill Creek Culverts	300						300
Misc Drainage; Large Pipe/Culvert	300	600	600	600	600	600	3,300
S 224th St. Phase 2	1,000						1,000
W. Meeker Storm (RR-64th)	1,000						1,000
GRNRA S Pump Station	2,000	-	-	-	-	-	2,000
Total Stormwater Management	7,950	8,000	8,000	8,000	8,000	8,000	47,950
Total Projects	19,200	19,000	19,000	19,000	19,000	19,000	114,200

This page intentionally left blank.

ECONOMIC and COMMUNITY DEVELOPMENT

Ben Wolters, Director



Phone: 253-856-5454

Fax: 253-856-6454

Address: 220 Fourth Avenue S
Kent, WA 98032-5895

CITY OF KENT ADDENDUM TO THE KENT COMPREHENSIVE PLAN ENVIRONMENTAL IMPACT STATEMENT

Responsible Official: Charlene Anderson

SCOPE

The City of Kent has completed environmental analysis, pursuant to the State Environmental Policy Act (SEPA), for an amendment of the Capital Facilities Element of the Comprehensive Plan to include the City's 2018-2023 Capital Improvement Program (CIP). This amendment to the Capital Facilities Element is occurring concurrently with the adoption of the City's 2018 mid-biennial budget adjustment as provided by RCW 36.70A.130.

The GMA requires cities and counties to approve and maintain a six (6) year capital facilities plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes. Kent's biennial budget document and six-year CIP fulfill the GMA requirement for facilities planning. In addition, these documents serve as a foundation for the City's fiscal management and eligibility for grants and loans. The CIP, biennial budget and Capital Facilities Element of the Comprehensive Plan provide coordination among the City's many plans for capital improvements and guide and implement the provisions for adequate public services and facilities.

The six-year CIP is a funding mechanism to implement projects and programs identified in the City's Comprehensive Plan. Specifically, the Capital Facilities Element of the Comprehensive Plan contains goals and policies related to the provision and maintenance of public services and capital facilities which are necessary to support the projected growth over the next twenty (20) years. The goals and policies of the Capital Facilities Element are consistent with the Land Use, Transportation and Parks and Recreation Elements.

The City of Kent Comprehensive Plan Review and Midway Subarea Planned Action Environmental Impact Statement (EIS), draft and final, as well as the Downtown Subarea Action Plan Planned Action Supplemental (SEIS), draft and final, evaluated the growth potential as identified in the City's Comprehensive Plan. The adoption of the six-year CIP concurrently with the City's mid-biennial budget adjustment is consistent with the Comprehensive Plan EIS and Downtown Subarea Action Plan Supplemental EIS analyses, as

the types of projects and programs identified in the CIP are specifically related to the growth projections in the Comprehensive Plan, EIS and SEIS.

SEPA COMPLIANCE

On February 13, 2010, the City of Kent issued a Determination of Significance (DS) and Notice of Scoping for the Midway Subarea Plan and Planned Action Ordinance as well as different concepts for growth elsewhere in the Kent Planning Area (ENV-2010-3). The City solicited public comment on the scope of the DEIS during the comment period as well as through a February 22, 2010 open house meeting. A Draft Environmental Impact Statement (DEIS) was issued on October 22, 2010 for the Draft Midway Subarea Plan and Draft Planned Action Ordinance, as well as a Proposal for alternative growth strategies at a programmatic level for the Kent Planning Area. The DEIS was distributed to City Council and Land Use & Planning Board members, adjacent jurisdictions, affected agencies and other parties of interest. After comments on the DEIS were solicited and reviewed, a Final Environmental Impact Statement (FEIS) was issued and distributed on September 1, 2011.

On October 9, 2012, the City of Kent issued a Determination of Significance (DS) and Notice of Scoping for the Downtown Subarea Action Plan Update (ENV-2012-30). The City solicited public comment on the scope of the DEIS during the comment period, as well as through an open house meeting. A Draft Supplemental Environmental Impact Statement (DSEIS) was issued on June 21, 2013 for the Draft Downtown Subarea Action Plan, amendments of Comprehensive Plan Land Use and Zoning Districts maps, development regulations, Planned Action and Infill Exemption Ordinances, as well as alternative growth strategies at a programmatic level for the Kent Planning Area and Midway Subarea. The DSEIS was distributed to City Council and Land Use & Planning Board members, adjacent jurisdictions, affected agencies and other parties of interest. After comments on the DSEIS were solicited and reviewed, a Final Supplemental Environmental Impact Statement (FSEIS) was issued and distributed on October 4, 2013.

This Addendum to the City of Kent Comprehensive Plan Review, Midway Subarea Planned Action EIS and Downtown Subarea Action Plan Planned Action Supplemental EIS evaluates the adoption of the six-year CIP. No additional impacts are identified since the CIP implements projects and programs identified and evaluated in the EIS and SEIS.

STATEMENT OF CONSISTENCY

Future projects associated with the CIP will be subject to and shall be consistent with the following: City of Kent Comprehensive Plan, the Kent City Code, International Fire Code, International Building Code, Public Works Standards and all other applicable laws and ordinances in effect at the time a complete project permit application is filed.

ENVIRONMENTAL REVIEW – BACKGROUND

The City of Kent has followed the process of phased environmental review as it undertakes actions to implement the Comprehensive Plan. The State Environmental Policy Act (SEPA) and rules established for the act, WAC 197-11, outline procedures for the use of existing environmental documents and preparing addenda to environmental decisions.

Nonproject Documents – An EIS prepared for a comprehensive plan, development regulation, or other broad based policy documents are considered “non-project,” or programmatic in nature (see WAC 197-11-704). These are distinguished from EISs or environmental documents prepared for specific project actions, such as a building permit or a road construction project. The purpose of a non-project EIS is to analyze proposed alternatives and to provide environmental consideration and mitigation prior to adoption of an alternative. It is also a document that discloses the process used in evaluating alternatives to decision-makers and citizens.

Phased Review – SEPA rules allow environmental review to be phased so that review coincides with meaningful points in the planning and decision making process, (WAC 197-11-060(5)). Broader environmental documents may be followed by narrower documents that incorporate general discussion by reference and concentrate solely on issues specific to that proposal. SEPA rules also clearly state that agencies shall use a variety of mechanisms, including addenda, adoption and incorporation by reference, to avoid duplication and excess paperwork. Future projects identified and associated with the implementation of the Capital Improvement Program may require individual and separate environmental review, pursuant to SEPA. Such review will occur when a specific project is identified.

Prior *Environmental Documents* – The City of Kent issued a Draft Environmental Impact Statement (DEIS) for the City of Kent Comprehensive Plan Review and Midway Subarea Planned Action on October 22, 2010 (#ENV-2010-3). The DEIS analyzed alternative growth strategies at a programmatic level for the Kent Planning Area, as well as adoption of the Midway Subarea Plan and a planned action ordinance to cover a portion of the Midway Subarea, and recommended mitigation measures which were used in preparing subarea plan policies. A Final Environmental Impact Statement (FEIS) was issued on September 1, 2011, and the Midway Subarea Plan, Land Use Plan and Zoning Districts Map amendments, as well as development regulations, were adopted by the City Council on December 13, 2011.

The City of Kent issued a Draft Supplemental Environmental Impact Statement (DSEIS) for the City of Kent Downtown Subarea Action Plan Planned Action on June 21, 2013 (#ENV-2012-30). The DSEIS analyzed alternative growth strategies for the Downtown Subarea, adoption of the Downtown Subarea Action Plan, amendments of Comprehensive Plan Land Use and Zoning District maps, development regulations, Planned Action and Infill Exemption Ordinances, as well as alternative growth strategies at a

programmatic level for the Kent Planning Area and Midway Subarea. The DSEIS also recommended mitigation measures which were used in preparing subarea plan policies. A Final Supplemental Environmental Impact Statement (FSEIS) was issued on October 4, 2013, and the Downtown Subarea Action Plan, amendments to the Comprehensive Plan Land Use and Zoning Districts maps, and amendments to development regulations within the General Commercial-Mixed Use zoning district were adopted by the City Council on November 19, 2013. The City Council adopted the Downtown Subarea Planned Action and Infill Exemption Ordinances on December 10, 2013.

Scope of Addendum – As outlined in the SEPA rules, the purpose of an addendum is to provide environmental analysis with respect to the described actions. This analysis builds upon the City of Kent Comprehensive Plan Review, Midway Subarea Planned Action EIS, and the City of Kent Downtown Subarea Action Plan Planned Action SEIS but does not substantially change the identified impacts and analyses; therefore it is prudent to utilize the addendum process as outlined in WAC-197-11-600(4)(c).

ENVIRONMENTAL ELEMENTS

All environmental elements were adequately addressed within the parameters of the City of Kent Comprehensive Plan Review and Midway Subarea Planned Action EIS, draft and final, and the Downtown Subarea Action Plan Planned Action SEIS, draft and final. Further, subsequent “project” actions would require the submittal of separate environmental checklists, pursuant to SEPA, which will be analyzed for consistency with the original mitigating conditions and may require new mitigation based upon site-specific conditions.

The adoption of the six-year CIP implements goals and policies identified in the City’s Capital Facilities Element of the Comprehensive Plan. Specifically, the CIP implements the following:

Goal CF-7 – As the City of Kent continues to grow and develop, ensure that an adequate supply and range of public services and capital facilities are available to provide satisfactory standards of public health, safety, and quality of life.

Policy CF-7.2 – Ensure that public services and capital facilities needs are addressed in updates to Capital Facilities Plans and Capital Improvement Programs, and development regulations as appropriate.

Policy CF-7.3 – To ensure financial feasibility, provide needed public services and facilities that the City has the ability to fund, or that the City has the authority to require others to provide.

Goal CF-10 – Ensure that appropriate funding sources are available to acquire or bond for the provision of needed public services and facilities.

SUMMARY AND RECOMMENDATION

SUMMARY

Kent City Code section 11.03.510 identifies plans and policies from which the City may draw substantive mitigation under the State Environmental Policy Act. This nonproject action has been evaluated in light of those substantive plans and policies as well as within the overall analysis completed for the City's Comprehensive Plan Review and Midway Subarea Planned Action EIS and Downtown Subarea Action Plan Planned Action SEIS.

DECISION

The City of Kent Comprehensive Plan Review and Midway Subarea Planned Action EIS, draft and final, along with the City of Kent Downtown Subarea Action Plan Planned Action SEIS, draft and final, provided analyses with regard to the implementation of the Comprehensive Plan elements, goals and policies. This includes the implementation of the Capital Facilities Element and Capital Improvement Programs. The City has reviewed the 2018-2023 CIP and has found it to be consistent with the range, types and magnitude of impacts and corresponding mitigation outlined in the City of Kent Comprehensive Plan Review and Midway Subarea Planned Action EIS and the City of Kent Downtown Subarea Action Plan Planned Action SEIS. The adoption of the six-year CIP does not substantially change any identified related impacts in the EIS or SEIS.

This analysis and subsequent addendum did not identify any new significant impacts associated with the adoption of the 2018-2023 CIP. Therefore, this addendum, combined with the City of Kent Comprehensive Plan Review and Midway Subarea Planned Action EIS and the City of Kent Downtown Subarea Action Plan Planned Action SEIS adequately evaluate potential adverse environmental impacts and provide appropriate mitigation for this nonproject action. Based upon this analysis, a separate threshold determination is not required. This document and corresponding environmental record may be utilized in the future in conjunction with environmental review for future projects identified in the CIP in accordance with the guidelines provided by WAC 197-11.

Dated: September 28, 2017

Signature: 
Charlene Anderson, AICP, Responsible Official

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Comprehensive Plan/Capital Facilities Element Amendment and Update to Kent City Code Chapter 12.13 School Impact Fees

MOTION: Public hearing only. No motion required. The issue will be decided concurrently with adoption of the 2018 Mid-Biennial Budget Adjustment.

SUMMARY: This public hearing will consider amendment of the Capital Facilities Element of the Kent Comprehensive Plan to incorporate the updated Capital Facilities Plans of the Auburn, Federal Way, Highline and Kent School Districts. These plans propose to also amend school impact fees outlined in Kent City Code Chapter 12.13.

Kent City Code authorizes school impact fees on behalf of any school district which provides to the City a capital facilities plan; the plan is adopted by reference as part of the Capital Facilities Element of the Kent Comprehensive Plan. The school districts are required to submit for annual Council review their updated capital facilities plans. The City Council holds the public hearing on the school district plans at the same time as the public hearing for the budget, i.e., October 17, 2017. Any Council action is taken concurrently with adoption of the budget.

The Auburn, Kent, Federal Way and Highline School Districts have submitted updated Capital Facilities Plans for Council review and consideration.

EXHIBITS:

- 1) Staff memo dated 10/17/17
- 2) Auburn, Federal Way, Highline and Kent School Districts Capital Facilities Plans
- 3) SEPA checklists and threshold determinations
- 4) Comparison Tables 1, 2 and 3
- 5) Annual Impact Fee Report from Auburn, Federal Way and Kent School Districts
- 6) Code References – RCW 36.70A.020 & 070, RCW 82.02.050, KCC 12.13.060-090, KCC 12.13.140

RECOMMENDED BY: Staff

BUDGET IMPACTS: N/A

This page intentionally left blank.



ECONOMIC AND COMMUNITY DEVELOPMENT

Ben Wolters, Director

Phone: 253-856-5454

Fax: 253-856-6454

Address: 220 Fourth Avenue S.
Kent, WA 98032-5895

October 17, 2017

To: Mayor Suzette Cooke, Council President Bill Boyce and City Council
From: Charlene Anderson, AICP, Planning Manager
Subject: Kent Comprehensive Plan and Amendments to Kent City Code Chapter 12.13 Re School Impact Fees

MOTION: None at this time. This issue will be decided concurrently with adoption of the 2018 Mid-Biennial Budget Adjustment.

SUMMARY: This public hearing will consider amendment of the Capital Facilities Element of the Kent Comprehensive Plan to incorporate the updated Capital Facilities Plans of the Auburn, Federal Way, Highline and Kent School Districts. These plans propose to also amend school impact fees outlined in Kent City Code Chapter 12.13. Kent City Code requires the School Districts to submit their updated Plans annually for Council review and consideration. The City Council holds the public hearing on the school district plans at the same time as the public hearing for the budget, i.e., October 17, 2017.

BUDGET IMPACT: None

BACKGROUND: One of the planning goals under the Growth Management Act (RCW 36.70A.020) is to ensure that those public facilities and services necessary to support development are adequate and timely to serve the development without decreasing current service levels below minimum standards. The Act (RCW 36.70A.070) requires the Capital Facilities Element of the Kent Comprehensive Plan to inventory existing capital facilities, forecast future needs and provide for financing of those facilities. RCW 82.02.050 authorizes cities planning under the Growth Management Act to impose impact fees on development activity as part of the financing for public facilities needed to serve new growth and development. As a result, KCC 12.13.080 and 090 provide for imposition of school impact fees on behalf of any school district which provides to the City a capital facilities plan; the plan is adopted by reference as part of the Capital Facilities Element of the Kent Comprehensive Plan. The school districts are required to submit for annual Council review their updated capital facility plans (KCC 12.13.060 & 070).

The Auburn, Federal Way, Highline and Kent School Districts submitted their 2017/18 – 2022/23 Capital Facilities Plans and are requesting amendments of the Kent Comprehensive Plan and Kent City Code Chapter 12.13 to reflect changes to impact fees resulting from new student population generated by new single family and multifamily residential development. The plans include an inventory of existing facilities, existing facility needs, expected future facility requirements, expected funding, and calculation of the impact fees according to the formula set forth in KCC 12.13.140.

The Auburn, Kent, Federal Way and Highline School Districts propose amendment of the Kent Comprehensive Plan and Kent City Code Chapter 12.13 to reflect changes to impact fees resulting from new student population generated by new single family and multifamily residential development. The plans include an inventory of existing facilities, existing facility needs, expected future facility requirements, and expected funding.

The Kent School District proposes to increase their existing school impact fees for single family units from \$5,100 to \$5,235 (an increase of \$135 or 2.6%) and increase their fees for multifamily units from \$2,210 to \$2,267 (an increase of \$57 or 2.6%).

The Federal Way School District proposes to increase their existing school impact fees for single family units from \$3,198 to \$6,842 (an increase of \$3,644 or 113.9%) and increase their fees for multifamily units from \$8,386 to \$20,086 (an increase of \$11,700 or 139.5%).

The Auburn School District proposes to decrease their existing school impact fees for single family units from \$5,469.37 to \$3,321.86 (a decrease of \$2,147.51 or 39.3%) and increase their fees for multifamily units from \$1,639.70 to \$2,081.29 (an increase of \$441.59 or 26.9%). The only area in Kent where Auburn School District's impact fees are applied is the Verdana or Bridges Planned Unit Development on the former impoundment reservoir site.

The Highline School District proposes to decrease their existing school impact fees for single family units from \$7,528 to \$2,290 (a decrease of \$5,238 or 69.6%) and decrease their fees for multifamily units from \$6,691 to \$3,162 (a decrease of \$3,529 or 52.7%). The Highline School District covers the northern section of the Midway Subarea.

Included with this memo are comparison tables among the four school districts, historical data on the school impact fees and a list of impact fee expenditures for each of the school districts except Highline which did not have any Kent development that would have incurred impact fees.

CA\pm S:\Permit\Plan\COMP_PLAN_AMENDMENTS\2017\CPA-2017-2 SCHOOL DIST'S' CAP FAC PLANS\CPA-2017-2_hearing10172017.doc

Enc: School Districts' Capital Facilities Plans
Determinations of Nonsignificance
Environmental Checklists
List of Impact Fee Expenditures – Kent, Auburn, Federal Way
RCW 36.70A.020 & 070, RCW 82.02.050
KCC 12.13.060-090, KCC 12.13.140
Comparison Tables and Historical Data (Tables 1, 2, and 3)

cc: Ben Wolters, Economic & Community Development Director
Charlene Anderson, AICP, Planning Manager
Project File CPA-2017-2
Parties of Record

Auburn School District No. 408

CAPITAL FACILITIES PLAN 2017 through 2023



Adopted by the Auburn School District Board of Directors

June 26, 2017



915 Fourth Street NE
Auburn, Washington 98002

(253) 931-4900

Serving Students in:
Unincorporated King County
City of Auburn
City of Algona
City of Kent
City of Pacific
City of Black Diamond

BOARD of DIRECTORS

Anne Baunach

Laurie Bishop

Robyn Mulenga

Ryan Van Quill

Ray Vefik

Dr. Alan Spicciati, Superintendent

Table of Contents

Section I	Executive Summary	Page 1
Section II	Enrollment Projections.....	Page 6
Section III	Standard of Service.....	Page 8
Section IV	Inventory of Facilities.....	Page 16
Section V	Pupil Capacity.....	Page 20
Section VI	Capital Construction Plan.....	Page 23
Section VII	Impact Fees.....	Page 27
Section VIII	Appendices.....	Page 31
	Appendix A.1 - Student Enrollment Projections	Page 32
	Appendix A.2 - Capital Facilities Plan Projections	Page 45
	Appendix A.3 - Student Generation Survey	Page 50

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section I

Executive Summary

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023

I. Executive Summary

This six-year Capital Facilities Plan (the “Plan”) has been prepared by the Auburn School District (the “District”) as the District’s principal planning document, in compliance with the requirements of Washington’s Growth Management Act and the adopted ordinances of the counties and cities served by the District. This Plan was prepared using data available in the spring of 2017.

This Plan is consistent with prior long-term capital facilities plans adopted by the District. However, this Plan is not intended to be the sole plan for all of the District’s needs. The District may prepare interim and periodic long-range Capital Facilities Plans consistent with Board Policies and actions, taking into account a longer or a shorter time period; other factors and trends in the use of facilities; and other needs of the District as may be required. However, any such plan or plans will be consistent with this six-year Capital Facilities Plan.

To enable the collection of impact fees in the unincorporated areas of King County and within the City of Auburn and City of Kent; the King County Council, the City of Auburn and the City of Kent will adopt this Plan by reference as part of each jurisdiction’s respective comprehensive plan. To enable the collection of impact fees in the Cities of Algona, Pacific, and Black Diamond, these municipalities must also adopt this Plan and adopt school impact fee ordinances.

Pursuant to the requirements of the Growth Management Act and the local ordinances, this Plan will be updated on an annual basis, and any changes in the fee schedule(s) adjusted accordingly.

The Plan establishes the District’s “standard of service” in order to ascertain the District’s current and future capacity. While the State Superintendent of Public Instruction establishes square footage guidelines for capacity, those guidelines do not account for the local program needs of the District. The Growth Management Act and the school impact fee ordinance authorize the District to define its standard of service based on the District’s specific needs. In general, the District’s current standard provides that class size for grades K-2 should not exceed 24 students and 17.3 students for our nine schools designated as serving high poverty areas; class size for grades 3-4 should not exceed 26 students; class size for grade 5 should not exceed 29 students. When averaged over the six elementary grades, this computes to 23.35 students per classroom. Class size for grades 6-12 should not exceed 30 students, with some subject areas restricted to lesser numbers. Decisions by current legislative actions may create the need for additional classrooms. (See Section III for more specific information.)

The capacity of the schools in the District is calculated based on this standard of service and the existing inventory of facilities including transitional classrooms. The District’s

2016-17 capacity was 14,717. The actual number of individual students was 15,945 as of October 1, 2016. (See Section V for more specific information.)

The Capital Construction Plan shown in Section VI addresses the additions and proposed modernization to the District's existing facilities. The plan includes the replacement of five elementary schools and one middle school, construction of two new elementary schools, and acquisition of future school sites to accommodate growth. The new facilities are required to meet the projected elementary school class size reductions mandated by the State of Washington and student population increases generated by the large development areas within the Auburn School District. Three areas that have significant impact on the school district are the Lakeland South, Lea Hill, and the Auburn west hill areas of the district. There are other pockets of development that impact the District as well.

The District completed a comprehensive review of all district facilities in October 2008. A Steering Committee made recommendations to the Board for capital improvements to existing facilities and replacement of seven schools over the next ten years. These recommendations led to a capital improvements levy and a bond issue that was placed on the ballot in March 2009. Both ballot measures were unsuccessful in March. The Board determined to rerun only the capital improvements levy in November 2009, which the voters approved.

In the fall of 2011, the Board determined to move forward with the Auburn High School Modernization and Reconstruction Project and placed the project before the voters in February of 2012. The bond issue was supported by the community at nearly 57% approval rate, but was short of the super majority requirement of 60%. In March of 2012, the Board determined to rerun the bond in November of 2012. In November 2012, the bond passed at 62%. The project was completed during the summer of 2016.

In the spring of 2016, the Board determined to move forward with the replacement of six schools and the construction of two new elementary schools. The project was placed before the voters in November 2016 and the bond passed at 62.83%. The first of the projects, the replacement of Olympic Middle School, is scheduled to start construction in March 2018.

The School Impact Fee Ordinances adopted by King County, the City of Auburn and the City of Kent provide for the assessment of impact fees to assist in meeting some of the fiscal impacts incurred by a district experiencing growth and development. Section VII sets forth the proposed school impact fees for single family and multi-family dwelling units. The student generation factors have been developed using the students who actually attend school in the Auburn School District from single family and multi-family developments constructed in the last five years. There have been dramatic changes in the student generation factors for single and multi-family in the past five years. The District plans to carefully monitor the numbers over the next several years to determine if this is a trend or an anomaly. The method of collecting the data is with the use of GIS mapping software, data from King County and Pierce County GIS, and integration of the mapping with student data from the District's student data system. This method gives the District actual student generation numbers for each grade span for identified developments. This data is contained in Appendix A.3.

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023

EXECUTIVE SUMMARY

Listed below is a summary level outline of the changes from the 2016 Capital Facilities Plan that are a part of the 2017 Plan. The changes are noted by Section for ease of reference.

Section I

Executive Summary

- A. Updated to reflect new information within the Plan.
- B. Summary level list of changes from previous year.

Section II

Enrollment Projections

Updated projections. See Appendices A.1 & A.2.

Section III

Standard of Service

- A. Reduction of maximum K-2 class size from 18.23 to 17.3 students at 9 elementary schools designated as serving high poverty areas in 2016-17. Maximum K-2 class sizes remains at 24 students at the remaining 5 elementary schools.
- B. Maximum third and fourth grade class size remains at 26 students.
- C. Maximum 5th grade class size remains at 29 students.

Section IV

Inventory of Facilities

- A. Add 1 portable at Evergreen Heights Elementary School.
- B. Add 1 portable at Gildo Rey Elementary School.
- C. Add 1 portable at Lakeland Hills Elementary School.
- D. Add 1 portable at Auburn Mountainview High School.

Section V

Pupil Capacity

The four portables to be placed in August 2017 are needed to accommodate enrollment increases.

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023

EXECUTIVE SUMMARY

Impact Fees

CHANGES TO IMPACT FEE DATA ELEMENTS 2016 to 2017

DATA ELEMENTS	CPF 2016	CPF 2017	EXPLANATION
Student Generation Factors			
Single Family			Consistent with King County Ordinance 11621, Student Generation Factors are calculated by the school district based on district records of average actual student generation rates for new developments constructed over the last five years.
Elementary	0.2260	0.1930	
Middle School	0.0820	0.0770	
Sr. High	0.0940	0.0730	
Multi-Family			
Elementary	0.0720	0.1030	
Middle School	0.0220	0.0310	
Sr. High	0.0440	0.0440	
School Construction Costs			
Elementary	\$48,500,000	\$48,500,000	From replacement school cost estimate in May 2016.
Site Acquisition Costs			
Cost per acre	\$413,463	\$434,136	Updated estimate based on 5% annual inflation.
Area Cost Allowance Boeckh Index	\$213.23	\$213.23	Updated to projected SPI schedule. (July 2016)
Match % - State	63.83%	63.29%	Updated to current SPI schedule (May 2017)
Match % - District	36.89%	36.71%	Computed
District Average AV			
Single Family	\$269,764	\$292,035	Updated from March 2017 King County Dept of Assessments data.
Multi-Family	\$113,408	\$127,147	Updated from March 2017 King County Dept of Assessments data using average AV for apartments and condominiums.
Debt Serv Tax Rate	\$1.59	\$2.65	Current Fiscal Year
GO Bond Int Rate	3.27%	3.95%	Current Rate (Bond Buyers 20 Index 3-14)

Section VIII
Appendices

- Appendix A.1 - Updated enrollment projections from October 1, 2016
- Appendix A.2 - Updated enrollment projections with anticipated buildout schedule from April 2017
- Appendix A.3 - Student Generation Survey April 2017

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section II
Enrollment Projections

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023
ENROLLMENT PROJECTIONS

The Auburn School District uses a modified cohort survival model to project future enrollment for all of the District's operations. Table II.1 is an extract from the comprehensive projection model found in Appendix A.2 titled "CAPITAL FACILITIES PLAN Enrollment Projections". This Table shows the anticipated enrollment for the next six years based on the previous six year history of the District under the assumptions set forth in the comprehensive projections, Appendix A.1, and the projection for additional students generated from new developments in the district as shown in Appendix A.2.

TABLE II.1	ASD ENROLLMENT PROJECTIONS (April 2017)						
	2016-17 Actual	2017-18 Projected	2018-19 Projected	2019-20 Projected	2020-21 Projected	2021-22 Projected	2022-23 Projected
GRADE							
KDG	1237	1281	1331	1383	1430	1474	1516
1	1210	1292	1342	1395	1441	1485	1528
2	1300	1242	1331	1383	1430	1473	1516
3	1317	1321	1270	1359	1406	1450	1492
4	1237	1341	1351	1302	1387	1430	1472
5	1199	1260	1370	1381	1326	1408	1451
K - 5	7500	7737	7995	8203	8420	8720	8975
6	1152	1196	1263	1375	1382	1324	1403
7	1132	1173	1224	1292	1399	1403	1343
8	1108	1146	1193	1245	1309	1413	1415
6 - 8	3392	3515	3680	3912	4090	4140	4161
9	1261	1258	1302	1353	1400	1461	1564
10	1248	1273	1275	1323	1367	1411	1471
11	1318	1239	1270	1275	1317	1358	1401
12	1226	1396	1323	1357	1356	1395	1435
9 - 12	5053	5166	5170	5308	5440	5625	5871
TOTALS	15,945	16,418	16,845	17,423	17,950	18,485	19,007
GRADES K-12	Actual	Projected	Projected	Projected	Projected	Projected	Projected
K-5	7500	7737	7995	8203	8420	8720	8975
6-8	3392	3515	3680	3912	4090	4140	4161
9-12	5053	5166	5170	5308	5440	5625	5871
K-12	15,945	16,418	16,845	17,423	17,950	18,485	19,007

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section III
Standard of Service

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
STANDARD OF SERVICE

The School Impact Fee Ordinances adopted by King County, the City of Auburn and the City of Kent indicate that each school district must establish a "Standard of Service" in order to ascertain the overall capacity to house its projected student population. The Superintendent of Public Instruction establishes square footage "capacity" guidelines for computing state funding support. The fundamental purpose of the SPI guidelines is to provide a vehicle to equitably distribute state matching funds for school construction projects. By default these guidelines have been used to benchmark the district's capacity to house its student population. The SPI guidelines do not make adequate provision for local district program needs, facility configurations, emerging educational reform, or the dynamics of each student's educational program. The Auburn School District Standard of Service addresses those local considerations that require space in excess of the SPI guidelines. The effect on the space requirements for both permanent and relocatable facilities is shown below for each grade articulation pattern. Conditions that may result in potential space needs are provided for information purposes without accompanying computations.

OVERVIEW

The Auburn School District operates fourteen elementary schools housing 7,500 students in grades K through 5. The four middle schools house 3,392 students in grades 6 through 8. The District operates three comprehensive senior high schools and one alternative high school, housing 5,053 students in grades 9 through 12.

CLASS SIZE

The number of pupils per classroom determines the number of classrooms required to house the student population. Specialists create additional space needs. Class sizes are subject to collective bargaining agreements. Changes to class size agreements can have significant impact on available space.

The current pupil/teacher limit across all elementary programs is an average of 23.35 students per teacher. Consistent with this staffing limit, room capacities are set at 23.35 students per room at grades K - 5. At grades 6 - 12 the limit is set at 30 pupils per room. The SPI space allocation for each grade articulation level, **less** the computed reduction for the Auburn School District Standard of Service, determines the District's capacity to house projected pupil populations. These reductions are shown below by grade articulation level.

ELEMENTARY SCHOOLS

STRUCTURED LEARNING FOR DEVELOPMENTALLY DISABLED SPECIAL EDUCATION

The Auburn School District operates a structured learning program for students with moderate to severe disabilities at the elementary school level which currently uses eleven classrooms to provide for 107 students. The housing requirements for this program are provided for in the SPI space guidelines. No loss of capacity is expected unless population with disabilities grows at a disproportionate rate compared to total elementary population.

ADAPTIVE BEHAVIOR

The Auburn School District operates an adaptive behavior program for students with behavior disabilities at the elementary school level. The program uses one classroom to provide for seven students. The housing requirements for this program exceed the SPI space allocations by one classroom.

Loss of Permanent Capacity 1 room @ 23.35 each =	(23)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	0
Total Capacity Loss =	<u>(23)</u>

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
STANDARD OF SERVICE

SPECIAL EDUCATION RESOURCE ROOMS

The Auburn School District operates a resource room program at the elementary level for special education students requiring instruction to address their specific disabilities. Fourteen standard classrooms are required to house this program. The housing requirements for this program exceed the SPI space guidelines by seven standard classrooms. Continued loss of capacity is expected as growth in program is larger than the total elementary population.

Loss of Permanent Capacity 7 rooms @ 23.35 each =	(163)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	<u>0</u>
Total Capacity Loss =	(163)

NATIVE AMERICAN RESOURCE ROOM

The Auburn School District operates one resource room to support the education of Native American students at the elementary level. One standard classroom is fully dedicated to serve these students.

Loss of Permanent Capacity 1 room @ 23.35 each =	(23)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	<u>0</u>
Total Capacity Loss =	(23)

HEAD START

The Auburn School District operates a Head Start program for approximately 114 pre-school aged children in six sections of 1/2 day in length. The program is housed at three elementary schools and utilizes three standard elementary classrooms and auxiliary office spaces. The housing requirements for this program are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 3 rooms @ 23.35 each =	(70)
Loss of Temporary Capacity 0 rooms @ 23.358 each =	<u>0</u>
Total Capacity Loss =	(70)

EARLY CHILDHOOD SPECIAL EDUCATION

The Auburn School District operates a pre-school program for young children below age five with disabilities. This program is housed at seven different elementary schools and currently uses 10 standard classrooms. The housing requirements for this program are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 10 rooms @ 23.35 each =	(234)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	<u>0</u>
Total Capacity Loss =	(234)

READING LABS

The Auburn School District operates a program for students needing remediation and additional language arts instruction. These programs utilize non-standard classroom spaces if available in each elementary school. Four elementary schools do not have non-standard rooms available, thus they are housed in a standard classroom. The housing requirements for this program are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 4 rooms @ 23.35 each =	(93)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	<u>0</u>
Total Capacity Loss =	(93)

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
STANDARD OF SERVICE

MUSIC ROOMS

The Auburn School District elementary music programs require one acoustically modified classroom at each school for music instruction. The housing requirements are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 14 rooms @ 23.35 each =	(327)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	0
Total Capacity Loss =	(327)

ENGLISH LANGUAGE LEARNERS PROGRAM

The Auburn School District operates a pullout program at the elementary school level for students learning English as a second language. This program requires fourteen standard classrooms that are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 14 rooms @ 23.35 each =	(327)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	0
Total Capacity Loss =	(327)

SECOND GRADE TOSA PROGRAM

The Auburn School District provides a TOSA reading specialist program for eight highly impacted elementary schools. This pullout model provides direct instruction to students who are not at grade level and do not receive other services. This program requires eight standard classrooms that are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 8 rooms @ 23.35 each =	(187)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	0
Total Capacity Loss =	(187)

ELEMENTARY LEARNING SPECIALIST PROGRAM

The Auburn School District provides a learning specialist program to increase literacy skills for first and second graders. This program model was originally created from the I-728 funds and currently has the specialist going into existing teacher classrooms, as well as pulling out students into designated classrooms. The district is utilizing classrooms at all fourteen elementary schools.

Loss of Permanent Capacity 14 rooms @ 23.35 each =	(327)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	0
Total Capacity Loss =	(327)

EARLY CHILDHOOD EDUCATION ASSISTANCE PROGRAM

The Auburn School District provides an Early Childhood Education Assistance Program to meet local needs for disadvantaged students. The State has funded an increase of 24 ECEAP seats. This program will require two new classrooms for 2015-16.

Loss of Permanent Capacity 3 rooms @ 23.35 each =	(70)
Loss of Temporary Capacity 0 rooms @ 23.35 each =	0
Total Capacity Loss =	(70)

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023
STANDARD OF SERVICE

MIDDLE SCHOOLS

SPECIAL EDUCATION RESOURCE ROOMS

The Auburn School District operates a resource room program for each grade at the middle school level. This is to accommodate special education students needing remedial instruction to address their specific disabilities. Eight classrooms are required at the middle school level to provide for approximately 316 students. The housing requirements for this program are not entirely provided for in the SPI space guidelines.

ADAPTIVE BEHAVIOR SPECIAL EDUCATION

The Auburn School District offers a self-contained program for students with moderate to severe behavior disabilities. The program is housed at one of the middle schools and uses two classrooms. One of the two classrooms for this program are provided for in the SPI space allocations.

Loss of Permanent Capacity 1 rooms @ 30 each =	(30)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(30)

STRUCTURED LEARNING CENTER AND DEVELOPMENTALLY DISABLED SPECIAL EDUCATION

The Auburn School District operates five structured learning classrooms at the middle school level for students with moderate to severe disabilities and one developmentally disabled classroom for students with profound disabilities. Two of the five classrooms for this program are provided for in the SPI space allocations.

Loss of Permanent Capacity 3 rooms @ 30 each =	(90)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(90)

NATIVE AMERICAN RESOURCE ROOM

The Auburn School District operates one resource room to support the education of Native American students at the middle school level. One standard classroom is fully dedicated to serve these students.

Loss of Permanent Capacity 1 room @ 30 each =	(30)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(30)

MIDDLE SCHOOL COMPUTER LABS

The Auburn School District operates a minimum of one computer lab at each of the four middle schools. This program utilizes a standard classroom. The housing requirements for this program are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 4 rooms @ 30 each =	(120)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(120)

ENGLISH LANGUAGE LEARNERS PROGRAM

The Auburn School District operates a pullout program at the middle school level for English Language Learner students. This program requires four standard classrooms that are not provide for in the SPI space guidelines.

Loss of Permanent Capacity 4 rooms @ 30 each =	(120)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(120)

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
STANDARD OF SERVICE

ROOM UTILIZATION

The Auburn School District provides a comprehensive middle school program that includes elective options in special interest areas. Facilities to accommodate special interest activities are not amenable to standard classroom usage. The district averages 95% utilization of all available teaching stations. SPI Report #3 dated 12/14/11 identifies 148 teaching stations available in the mid-level facilities. The utilization pattern results in a loss of approximately 8 teaching stations.

Loss of Permanent Capacity 8 rooms @ 30 each =	(240)
Loss of Temporary Capacity 0 rooms @ 30 each =	0
Total Capacity Loss	(240)

SENIOR HIGH SCHOOLS

NATIVE AMERICAN RESOURCE ROOM

The Auburn School District operates one resource room to support the education of Native American students at the high school level. One standard classroom is fully dedicated to serve these students.

Loss of Permanent Capacity 1 room @ 30 each =	(30)
Loss of Temporary Capacity 0 rooms @ 30 each =	0
Total Capacity Loss	(30)

SENIOR HIGH COMPUTER LABS

The Auburn School District operates two computer labs at each of the senior high schools. This program utilizes two standard classrooms at comprehensive high schools and one at West Auburn. The housing requirements for this program are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 7 rooms @ 30 each =	(210)
Loss of Temporary Capacity 0 rooms @ 30 each =	0
Total Capacity Loss	(210)

ENGLISH LANGUAGE LEARNERS PROGRAM

The Auburn School District operates a pullout program at three comprehensive high schools for English Language Learner students. This program requires three standard classrooms that are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 3 rooms @ 30 each =	(90)
Loss of Temporary Capacity 0 rooms @ 30 each =	0
Total Capacity Loss	(90)

ADAPTIVE BEHAVIOR SPECIAL EDUCATION

The Auburn School District offers a self-contained program for students with moderate to severe behavior disabilities. The program is housed at one of the high schools and uses one classroom. The housing requirements for this program are not provided for in the SPI space allocations.

Loss of Permanent Capacity 1 rooms @ 30 each =	(30)
Loss of Temporary Capacity 0 rooms @ 30 each =	0
Total Capacity Loss	(30)

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
STANDARD OF SERVICE

STRUCTURED LEARNING CENTER PROGRAM

The Auburn School District operates nine structured learning center classrooms for students with moderate to severe disabilities. This program requires five standard classrooms that are not provided for in the SPI space guidelines.

Loss of Permanent Capacity 5 rooms @ 30 each =	(150)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(150)

SPECIAL EDUCATION RESOURCE ROOMS

The Auburn School District operates a resource room program at the senior high level for special education students requiring instruction to address their specific learning disabilities. The current high school program requires 11 classrooms to provide program to meet educational needs of the students. The SPI space guidelines provide for one of the 10 teaching stations.

Loss of Permanent Capacity 10 rooms @ 30 each =	(300)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(300)

PERFORMING ARTS CENTERS

Auburn High School includes 25,000 square feet used exclusively for a Performing Arts Center. The SPI Inventory includes this space when computing unhoused student capacity. This space was not intended for, nor is it usable for, classroom instruction. It was constructed to provide a community center for the performing arts. Using SPI capacity guidelines, 25,000 square feet computes to 208 unhoused students or 8.33 classrooms.

Loss of Permanent Capacity 8.33 rooms @ 30 each =	(250)
---	-------

ROOM UTILIZATION

The Auburn School District provides a comprehensive high school program that includes numerous elective options in special interest areas. Facilities to accommodate special interest activities are not amenable to standard classroom usage. The district averages 95% utilization of all available teaching stations. There are 185 teaching stations available in the senior high facilities. The utilization pattern results in a loss of approximately 10 teaching stations.

Loss of Permanent Capacity 10 rooms @ 30 each =	(300)
Loss of Temporary Capacity 0 rooms @ 30 each =	<u>0</u>
Total Capacity Loss	(300)

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023
STANDARD OF SERVICE

STANDARD OF SERVICE COMPUTED TOTALS

ELEMENTARY

Loss of Permanent Capacity	(1,845)
Loss of Temporary Capacity	<u>0</u>
Total Capacity Loss	(1,845)

MIDDLE SCHOOL

Loss of Permanent Capacity	(630)
Loss of Temporary Capacity	<u>0</u>
Total Capacity Loss	(630)

SENIOR HIGH

Loss of Permanent Capacity	(1,360)
Loss of Temporary Capacity	<u>0</u>
Total Capacity Loss	(1,360)

TOTAL

Loss of Permanent Capacity	(3,835)
Loss of Temporary Capacity	<u>0</u>
Total Capacity Loss	(3,835)

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section IV
Inventory of Facilities

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
INVENTORY OF FACILITIES

Table IV.1 shows the current inventory of permanent district facilities and their OSPI rated capacities.

Table IV.2 shows the number and location of each portable unit by school. The district uses relocatable facilities to:

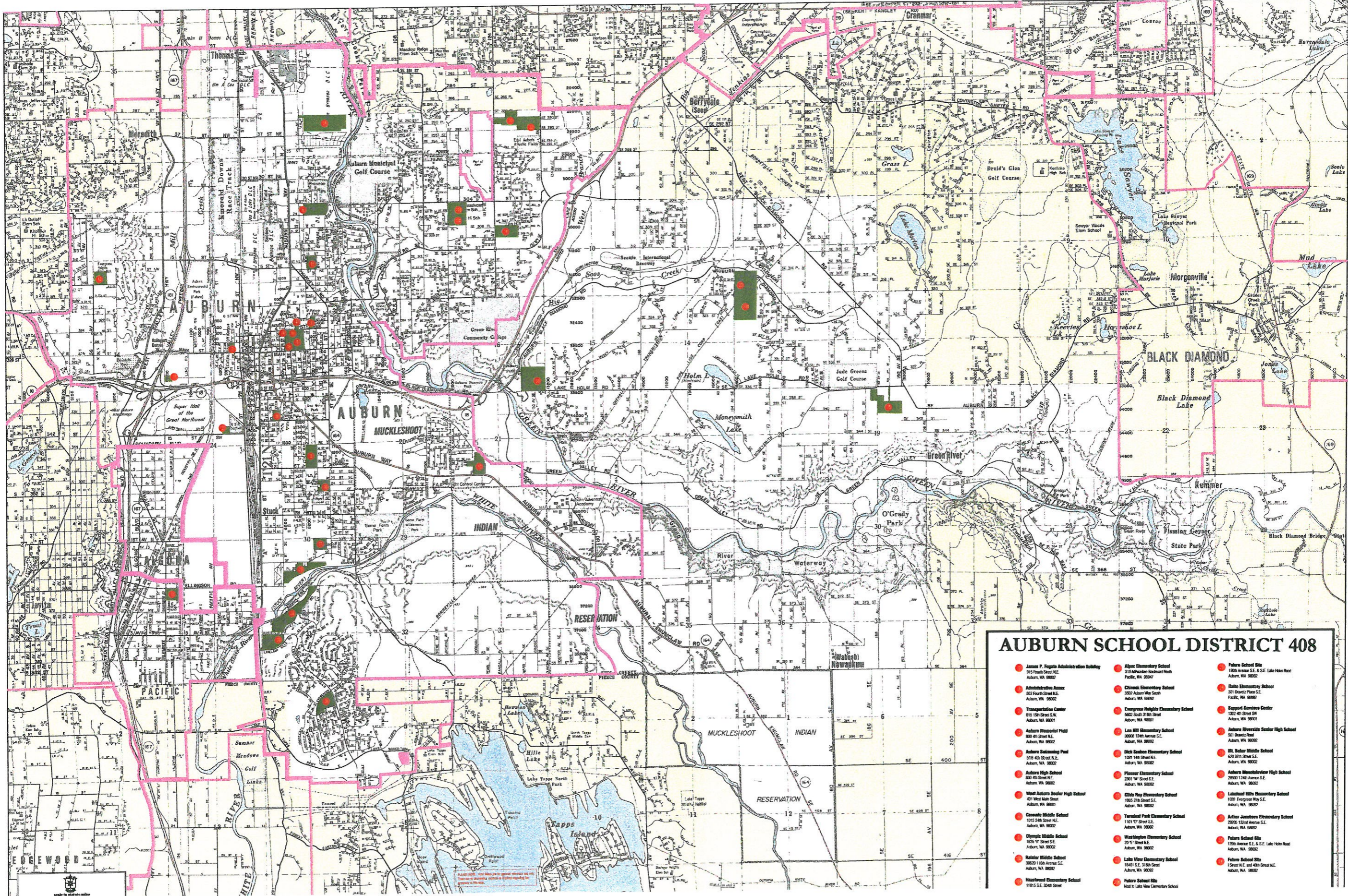
1. provide interim housing in school attendance areas uniquely impacted by increasing school populations that would otherwise require continual redistricting,
2. make space available for changing program requirements and offerings determined by unique student needs, and
3. provide housing to cover district needs until permanent facilities can be financed and constructed.

Relocatable facilities are deemed to be interim, stop gap measures that often place undesirable stress on existing physical plants. Core facilities (i.e. gymnasiums, restrooms, kitchens, labs, lockers, libraries, etc.) are not of sufficient size or quantity to handle the increased school population served by adding relocatable classrooms.

Table IV.1	Permanent Facilities @ OSPI Rated Capacity (March 2017)
------------	---

District School Facilities

Building	Capacity	Acres	Address
Elementary Schools			
Washington Elementary	486	5.40	20 E Street Northeast, Auburn WA, 98002
Terminal Park Elementary	408	6.70	1101 D Street Southeast, Auburn WA, 98002
Dick Scobee Elementary	477	10.50	1031 14th Street Northeast, Auburn WA, 98002
Pioneer Elementary	441	8.30	2301 M Street Southeast, Auburn WA, 98002
Chinook Elementary	440	8.75	3502 Auburn Way South, Auburn WA, 98092
Lea Hill Elementary	450	10.00	30908 124th Avenue Southeast, Auburn WA, 98092
Gildo Rey Elementary	551	10.00	1005 37th Street Southeast, Auburn WA, 98002
Evergreen Heights Elem.	456	8.09	5602 South 316th, Auburn WA, 98001
Alpac Elementary	497	10.60	310 Milwaukee Boulevard North, Pacific WA, 98047
Lake View Elementary	559	16.40	16401 Southeast 318th Street, Auburn WA, 98092
Hazelwood Elementary	580	12.67	11815 Southeast 304th Street, Auburn WA, 98092
Ilalko Elementary	585	12.00	301 Oravetz Place Southeast, Auburn WA, 98092
Lakeland Hills Elementary	594	12.00	1020 Evergreen Way SE, Auburn WA, 98092
Arthur Jacobsen Elementary	614	10.00	29205 132 nd Street SE, Auburn WA, 98092
ELEMENTARY CAPACITY	7,138		
Middle Schools			
Cascade Middle School	829	17.30	1015 24th Street Northeast, Auburn WA, 98002
Olympic Middle School	921	17.40	1825 K Street Southeast, Auburn WA, 98002
Rainier Middle School	843	26.33	30620 116th Avenue Southeast, Auburn WA, 98092
Mt. Baker Middle School	837	30.88	620 37th Street Southeast, Auburn WA, 98002
MIDDLE SCHOOL CAPACITY	3,430		
Senior High Schools			
West Auburn HS	233	5.10	401 West Main Street, Auburn WA, 98001
Auburn HS	2,100	20.50	711 East Main Street, Auburn WA, 98002
Auburn Riverside HS	1,387	33.00	501 Oravetz Road, Auburn WA, 98092
Auburn Mountainview HS	1,443	40.00	28900 124 th Ave SE, Auburn WA, 98092
HIGH SCHOOL CAPACITY	5,164		
TOTAL CAPACITY	15,732		



AUBURN SCHOOL DISTRICT 408

- James P. Fagan Administration Building
315 Fourth Street N.E.
Auburn, WA 98002
- Administrative Annex
502 Fourth Street N.E.
Auburn, WA 98002
- Transportation Center
015 15th Street S.W.
Auburn, WA 98001
- Auburn Elementary Field
900 4th Street N.E.
Auburn, WA 98002
- Auburn Community Pool
1216 4th Street N.E.
Auburn, WA 98002
- Auburn High School
200 4th Street N.E.
Auburn, WA 98002
- West Auburn Senior High School
401 West Main Street
Auburn, WA 98001
- Cascade Middle School
1015 24th Street N.E.
Auburn, WA 98002
- Olympic Middle School
225 1st Street S.E.
Auburn, WA 98002
- Rainier Middle School
3800 116th Avenue S.E.
Auburn, WA 98032
- Hazelwood Elementary School
1715 S.E. 35th Street
- Aljean Elementary School
310 Madison Boulevard West
Pacific, WA 98047
- Chinook Elementary School
3302 Auburn Way South
Auburn, WA 98002
- Evergreen Heights Elementary School
5622 South 31st Street
Auburn, WA 98001
- Leavitt Elementary School
3008 12th Avenue S.E.
Auburn, WA 98002
- Dick Stearns Elementary School
1231 4th Street N.E.
Auburn, WA 98002
- Pioneer Elementary School
2201 3rd Street N.E.
Auburn, WA 98002
- West Roy Elementary School
1805 37th Street S.E.
Auburn, WA 98002
- Terasani Park Elementary School
1101 24th Street N.E.
Auburn, WA 98002
- Washington Elementary School
225 1st Street S.E.
Auburn, WA 98002
- Lake View Elementary School
15401 S.E. 31st Street
Auburn, WA 98032
- Future School Site
Next to Lake View Elementary School
- Future School Site
1800 Avenue S.E. & S.E. Lake Helen Road
Auburn, WA 98002
- Italia Elementary School
301 Dixie Plaza S.E.
Pacific, WA 98049
- Support Services Center
1302 4th Street SW
Auburn, WA 98001
- Auburn Riverside Senior High School
501 Geneva Road
Auburn, WA 98002
- Mt. Baker Middle School
620 37th Street S.E.
Auburn, WA 98002
- Auburn Washburner High School
2800 124th Avenue S.E.
Auburn, WA 98002
- Lateland Hills Elementary School
1820 Evergreen Way S.E.
Auburn, WA 98037
- Arthur Jacobson Elementary School
2500 130th Avenue S.E.
Auburn, WA 98002
- Future School Site
1700 Avenue S.E. & S.E. Lake Helen Road
Auburn, WA 98002
- Future School Site
15401 S.E. 31st Street
Auburn, WA 98032

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
INVENTORY OF FACILITIES

TABLE IV.2	TEMPORARY/RELOCATABLE FACILITIES INVENTORY (June 2017)						
Elementary Location	2017-18	2018-19	2019-20	2020-21	2021-22	2022-2023	2023-2024
Washington	5	5	6	6	6	6	6
Terminal Park	6	7	7	8	8	8	0
Dick Scobee	7	7	0	0	0	0	0
Pioneer	7	7	7	0	0	0	0
Chinook	6	7	7	7	0	0	0
Lea Hill	5	5	6	6	6	0	0
Gildo Rey	7	7	8	8	8	8	8
Evergreen Heights	5	5	6	6	6	6	6
Alpac	6	6	7	7	7	7	7
Lake View	2	2	2	3	3	3	3
Hazelwood	2	3	4	4	4	4	4
Ilalko	6	6	7	7	7	7	7
Lakeland Hills Elementary	7	7	7	8	8	8	8
Arthur Jacobsen Elementary	4	5	6	6	6	6	6
TOTAL UNITS	75	79	80	76	69	63	55
TOTAL CAPACITY	1,860	1,959	1,984	1,885	1,711	1,562	1,364

Middle School Location	2017-18	2018-19	2019-20	2020-21	2021-22	2022-2023	2023-2024
Cascade	0	0	1	1	2	2	2
Olympic	0	0	1	1	2	2	2
Rainier	5	6	7	8	9	9	9
Mt. Baker	9	10	11	11	11	11	11
TOTAL UNITS	14	16	20	21	24	24	24
TOTAL CAPACITY	420	480	600	630	720	720	720

Sr. High School Location	2017-18	2018-19	2019-20	2020-21	2021-22	2022-2023	2023-2024
West Auburn	0	0	1	1	1	1	1
Auburn High School	0	0	0	1	1	1	1
Auburn High School - *TAP	1	1	1	1	1	1	1
Auburn Riverside	13	13	13	13	13	13	13
Auburn Mountainview	4	4	5	5	5	6	6
TOTAL UNITS	18	18	20	21	21	22	22
TOTAL CAPACITY	540	540	600	630	630	660	660

*TAP - Transition Assistance Program for 18-21 year old students with special needs.

COMBINED TOTAL UNITS	107	113	120	118	114	109	101
COMBINED TOTAL CAPACITY	2,820	2,979	3,184	3,145	3,061	2,942	2,744

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section V
Pupil Capacity

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
PUPIL CAPACITY

While the Auburn School District uses the SPI inventory of permanent facilities as the data from which to determine space needs, the District's educational program requires more space than that provided for under the formula. This additional square footage is converted to numbers of pupils in Section III, Standard of Service. The District's capacity is adjusted to reflect the need for additional space to house its programs. Changes in the capacity of the district recognize new funded facilities. The combined effect of these adjustments is shown on Line B in Tables V.1 and V.2 below. Table V.1 shows the District's capacity with relocatable units included and Table V.2 without these units.

Table V.1								
Capacity WITH relocatables		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
A.	SPI Capacity	15,732	15,732	15,732	15,732	16,382	17,032	17,032
A.1	SPI Capacity-New Elem				650	650		
B.	Capacity Adjustments	(1,015)	(856)	(651)	(690)	(774)	(893)	(1,091)
C.	Net Capacity	14,717	14,876	15,081	15,692	16,258	16,139	15,941
D.	ASD Enrollment	16,418	16,845	17,423	17,950	18,465	19,007	19,525
<u>3/</u> E.	ASD Surplus/Deficit	(1,701)	(1,969)	(2,342)	(2,258)	(2,207)	(2,868)	(3,584)
CAPACITY ADJUSTMENTS								
	Include Relocatable	2,820	2,979	3,184	3,145	3,061	2,942	2,744
<u>2/</u>	Exclude SOS (pg 14)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)
	Total Adjustments	(1,015)	(856)	(651)	(690)	(774)	(893)	(1,091)

Table V.2								
Capacity WITHOUT relocatables		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
A.	SPI Capacity	15,732	15,732	15,732	15,732	16,382	17,032	17,032
A.1	SPI Capacity-New Elem				650	650		
B.	Capacity Adjustments	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)
C.	Net Capacity	11,897	11,897	11,897	12,547	13,197	13,197	13,197
D.	ASD Enrollment	16,418	16,845	17,423	17,950	18,465	19,007	19,525
<u>3/</u> E.	ASD Surplus/Deficit	(4,521)	(4,948)	(5,526)	(5,403)	(5,268)	(5,810)	(6,328)
CAPACITY ADJUSTMENTS								
<u>2/</u>	Exclude SOS (pg 14)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)
	Total Adjustments	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)	(3,835)

1/ New facilities shown in 2019-20 through 2023-24 are funded by the 2016 School Bond Issue.

2/ The Standard of Service represents 24.38% of SPI capacity. When new facilities are added the Standard of Service computations are decreased to 22.52% of SPI capacity.

3/ Students beyond the capacity are accommodated in other spaces (commons, library, theater, shared teaching space).

Auburn School District No. 408
CAPITAL FACILITIES PLAN

2017 through 2023

PUPIL CAPACITY

PERMANENT FACILITIES @ SPI Rated Capacity (March 2017)

A. Elementary Schools

Building	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Washington	486	486	486	486	486	486	486
Terminal Park	408	408	408	408	408	408	408
Dick Scobee	477	477	477	477	477	477	477
Pioneer	441	441	441	441	441	441	441
Chinook	440	440	440	440	440	440	440
Lea Hill	450	450	450	450	450	450	450
Gildo Rey	551	551	551	551	551	551	551
Evergreen Heights	456	456	456	456	456	456	456
Alpac	497	497	497	497	497	497	497
Lake View	559	559	559	559	559	559	559
Hazelwood	580	580	580	580	580	580	580
Ilalko	585	585	585	585	585	585	585
Lakeland Hills	594	594	594	594	594	594	594
Arthur Jacobsen	614	614	614	614	614	614	614
Elementary #15				650	650	650	650
Elementary #16					650	650	650
ELEMENTARY CAPACITY	7,138	7,138	7,138	7,788	8,438	8,438	8,438

B. Middle Schools

Building	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Cascade	829	829	829	829	829	829	829
Olympic	921	921	921	921	921	921	921
Rainier	843	843	843	843	843	843	843
Mt. Baker	837	837	837	837	837	837	837
MIDDLE SCHOOL CAPACITY	3,430	3,430	3,430	3,430	3,430	3,430	3,430

C. Senior High Schools

Building	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
West Auburn	233	233	233	233	233	233	233
Auburn	2,101	2,101	2,101	2,101	2,101	2,101	2,101
Auburn Riverside	1,387	1,387	1,387	1,387	1,387	1,387	1,387
Auburn Mountainview	1,443	1,443	1,443	1,443	1,443	1,443	1,443
HIGH SCHOOL CAPACITY	5,164	5,164	5,164	5,164	5,164	5,164	5,164

COMBINED CAPACITY	15,732	15,732	15,732	16,382	17,032	17,032	17,032
--------------------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section VI
Capital Construction Plan

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023
CAPITAL CONSTRUCTION PLAN

The formal process used by the Board to address current and future facility needs began in 1974 with the formation of a community wide citizens committee. The result of this committee's work was published in the document titled '*Guidelines for Development.*' In 1985 the Board formed a second Ad Hoc citizens committee to further the work of the first and address the needs of the District for subsequent years. The work of this committee was published in the document titled '*Directions for the Nineties.*' In 1995 the Board commissioned a third Ad Hoc citizens committee to make recommendations for improvements to the District's programs and physical facilities. The committee recommendations are published in the document titled '*Education Into The Twenty-First Century - - A Community Involved.*'

The 1995 Ad Hoc committee recommended the District develop plans for the implementation, funding, and deployment of technology throughout the District's programs. The 1996 Bond proposition provided funding to enhance the capacity of each facility to accommodate technological applications. The 1998 Capital Levy provided funding to further deploy technology at a level sufficient to support program requirements in every classroom and department. In 2005 and 2014, replacement technology levies were approved to continue to support technology across all facets of the District's teaching, learning and operations.

In addition to the technology needs of the District, the Ad Hoc committee recognized the District must prepare for continued student enrollment growth. As stated in their report, "the District must pursue an appropriate high school site as soon as possible." The Ad Hoc recommendation included commentary that the financing should be timed to maintain consistent rates of tax assessments.

A proposition was approved by the voters on April 28, 1998 that provided \$8,000,000 over six years to address some of the technology needs of the District; and \$5,000,000 to provide funds to acquire school sites.

During the 1997-98 school year, a Joint District Citizen's Ad Hoc Committee was appointed by the Auburn and Dieringer School Boards to make recommendations on how best to serve the school population from an area that includes a large development known as Lakeland South. Lakeland South at that time was immediately adjacent to the southern boundary of the Auburn School District. On June 16, 1998, the Ad Hoc Committee presented its recommendation at a joint meeting of the Auburn and Dieringer Boards of Directors. On June 22, 1998, the Auburn School Board adopted Resolution No. 933 authorizing the process to initiate the adjustment of the boundaries of the District in accordance with the Ad Hoc Committee's recommendation. On June 23, 1998, the Dieringer School Board adopted a companion Resolution No. 24-97-98 authorizing the process to initiate the adjustment of the boundaries in accordance with the Ad Hoc Committee's recommendation. These actions resulted in the transfer of an area from Dieringer to Auburn containing most of the Lakeland South development and certain other undeveloped properties.

Property for the third comprehensive high school was acquired in 1999. The Board placed the proposition to construction a new high school on the ballot four times. Each election was extremely close to passing. After the fourth failure a community meeting was held and from that meeting the Board determined need for further community study.

In April of 2002, the Board formed a fifth citizen's Ad Hoc committee to address the following two items and make recommendations to the Board in the Fall of 2002:

- a. A review of the conclusion and recommendations of 1985 and 1995 Ad Hoc Committees related to accommodating high school enrollment growth. This included the review of possible financing plans for new facilities.
- b. Develop recommendations for accommodating high school enrollment growth for the next 10 years if a new senior high school is not built.

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023
CAPITAL CONSTRUCTION PLAN

This committee recommended the Board place the high school on the ballot for the fifth time in February 2003. The February election approved the new high school at 68.71% yes votes. The school opened in the fall of 2005.

In the fall of 2003, the Board directed the administration to begin the planning and design for Elementary #13 and Elementary #14. In the fall of 2004, the Board passed Resolution No. 1054 to place two elementary schools on the ballot in February 2005. The voters approved the ballot measure in February of 2005 at 64.72%. Lakeland Hills Elementary (Elementary #13) opened in the fall of 2006. Arthur Jacobsen Elementary (Elementary #14) is located in the Lea Hill area and opened in the fall of 2007. These two elementary schools were built to accommodate the housing growth in Lakeland Hills and Lea Hill areas of the school district.

In the 2004-05 school year, the Board convened a sixth Citizen's Ad Hoc committee to again study and make recommendations about the future impacts in the District. One of the areas of study was the need for New Facilities and Modernization. The committee made a number of recommendations including school size, the need for a new middle school, and to begin a capital improvements program to modernize or replace facilities based upon criterion.

During the 2005-06 school year, a Joint District Citizen's Ad Hoc Committee was appointed by the Auburn and Kent School Boards to make recommendations on how best to serve the school population that will come from an area that includes a number of projected developments in the north Auburn valley. On May 17, 2006, the Ad Hoc Committee presented its recommendation at a joint meeting of the Auburn and Kent Boards of Directors. On June 14, 2006, the Kent School Board adopted Resolution No. 1225 authorizing the process to initiate the adjustment of the boundaries of the District in accordance with the Ad Hoc Committee's recommendation. On June 26, 2006, the Auburn School Board adopted a companion Resolution No. 1073 authorizing the process to initiate the adjustment of the boundaries in accordance with the Ad Hoc Committee's recommendation. These actions resulted in the transfer of an area from the Kent School District to the Auburn School District effective September 29, 2006.

In October of 2008, after two years of review and study, a Steering Committee made recommendations to the Board regarding the capital improvements program to modernize or replace facilities as recommended by the 2004-05 Citizen's Ad Hoc Committee. These recommendations, based on specific criteria, led to the Board placing a school improvement bond and capital improvements levy on the ballot in March 2009. Voters did not approve either measure that would have updated 24 facilities and replaced three aging schools. The Board decided to place only a six-year Capital Levy on the ballot in November of 2009, which passed at 55.17%. The levy funded \$46.4 million of needed improvement projects at 24 sites over the following seven school years. Planning for the replacement of aging schools was started with educational specifications and schematic design process for the replacement of Auburn High School.

The District acquired a site for a future high school in 2008 and a second site for a future middle school in 2009. The District also continued efforts to acquire property around Auburn High School.

The Special Education Transition Facility opened in February of 2010. This facility is designed for students with disabilities that are 18 to 21 years old.

In the November 2012 election, the community supported the \$110 million bond issue for the Auburn High School Modernization and Reconstruction Project at 62%. Construction began in February 2013. The entire new building was occupied by Auburn High School students and staff in the fall of 2015, with site improvements being completed during the 2015/16 school year.

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023
CAPITAL CONSTRUCTION PLAN

In January 2015, a citizen's ad hoc committee was convened by direction of the Board to address growth and facilities. The major recommendations were to construct two new elementary schools in the next four years and to acquire 3 new elementary school sites as soon as possible.

In the November 2016 election, the community supported the \$456 million bond issue for the replacement of six schools and the construction of two new elementary schools at 62.83%. Construction for the replacement of Olympic Middle School is scheduled to begin in March 2018.

Within the six-year period, the District is projecting 3,062 additional students. This increase in student population along with anticipated class-size reductions, will require the construction of two new elementary schools and acquiring three new elementary school sites during the six-year window.

In addition to new and replacement school construction, this District needs to address several major construction projects to accommodate enrollment growth and continued District use. These projects include improvements at the Support Services Center, Transportation Center, replacement of or improvements to the roof at Auburn Memorial Stadium, boiler replacement at Auburn Mountainview High School, and energy management system replacement at Auburn Riverside High School.

The table below illustrates the current capital construction plan for the next six years. The exact timelines are wholly dependent on the rate of growth in the school age population.

2017-23 Capital Construction Plan (May 2017)											
Project	Funded	Projected Cost	Fund Source	Project Timelines							
				17-18	18-19	19-20	20-21	21-22	22-23	23-24	
All Facilities - Technology Modernization	Yes	\$22,000,000	2013 6 Year Cap. Levy	XX	XX	XX					
^{1/} Portables	Yes	\$2,500,000	Impact Fees	XX	XX	XX	XX	XX			
^{1/} Property Purchase - 3 New Elementaries	Yes	\$14,900,000	Bond Impact Fee	XX	XX	XX	XX	XX	XX	XX	XX
Multiple Facility Improvements	Yes	\$46,400,000	Cap. Levy Impact Fee	XX	XX	XX					
^{1/} Elementary #15	Yes	\$48,500,000	Bond Impact Fee		XX plan	XX const	XX open				
^{1/} Elementary #16	Yes	\$48,500,000	Bond Impact Fee			XX plan	XX const	XX open			
^{1/} Replacement of five Elementary Schools	Yes	\$242,500,000	Bond	XX plan	XX plan	XX const	XX const	XX const	XX const	XX const	XX const
^{1/} Replacement of one Middle School	Yes	\$78,000,000	Bond	XX plan	XX const	XX open					

^{1/} These funds may be secured through a combination of the 2016 Bond Issue, sale of real property, impact fees, and state matching funds. The District currently is eligible for state matching funds for new construction at the elementary school level and for modernization at the elementary and middle school levels.

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section VII
Impact Fees

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023

IMPACT FEE COMPUTATION (Spring 2017)

Elementary #15 within 3 year period

Elementary #16 within 4 year period

I. SITE COST PER RESIDENCE

Formula: ((Acres x Cost per Acre)/Facility Size) x Student Factor

	Site Acreage	Cost/ Acre	Facility Capacity	Student Generation Factor		Cost/ Single Family	Cost/ Multi Family
				Single Family	Multi Family		
Elem (K - 5)	12	\$434,136	650	0.1930	0.1030	\$1,546.86	\$825.53
Middle Sch (6 - 8)	25	\$0	800	0.0770	0.0310	\$0.00	\$0.00
Sr High (9 - 12)	40	\$0	1500	0.0730	0.0440	\$0.00	\$0.00
						\$1,546.86	\$825.53

II. PERMANENT FACILITY CONSTRUCTION COST PER RESIDENCE

Formula: ((Facility Cost/Facility Size) x Student Factor) x (Permanent to Total Square Footage Percentage)

Single Family	Facility Cost	Facility Size	% Perm Sq Ft/ Total Sq Ft	Student Generation Factor		Cost/ Single Family	Cost/ Multi Family
				Single Family	Multi Family		
Elem (K - 5)	\$48,500,000	650	0.9451	0.1930	0.1030	\$13,609.76	\$7,263.24
Mid Sch (6 - 8)	\$0	800	0.9451	0.0770	0.0310	\$0.00	\$0.00
Sr High (9 - 12)	\$0	1500	0.9451	0.0730	0.0440	\$0.00	\$0.00
						\$13,609.76	\$7,263.24

III. TEMPORARY FACILITY CONSTRUCTION COST PER RESIDENCE

Formula: ((Facility Cost/Facility Size) x Student Factor) x (Temporary to Total Square Footage Ratio)

Single Family	Facility Cost	Facility Size	% Temp Sq Ft/ Total Sq Ft	Student Generation Factor		Cost/ Single Family	Cost/ Multi Family
				Single Family	Multi Family		
Elem (K - 5)	\$170,000	23.35	0.0549	0.1930	0.1030	\$77.18	\$41.19
Mid Sch (6 - 8)	\$170,000	30	0.0549	0.0770	0.0310	\$23.97	\$9.65
Sr High (9 - 12)	\$170,000	30	0.0549	0.0730	0.0440	\$22.72	\$13.70
						\$123.86	\$64.53

IV. STATE MATCH CREDIT PER RESIDENCE

Formula: (Boeckh Index x SPI Footage x District Match x Student Factor)

	Boeckh Index	SPI Footage	State Match	Student Generation Factor		Cost/ Single Family	Cost/ Multi Family
				Single Family	Multi Family		
Elem (K - 5)	\$213.23	90	63.29%	0.1930	0.1030	\$2,344.14	\$1,251.02
Mid Sch (6 - 8)	\$0.00	108	63.29%	0.0770	0.0310	\$0.00	\$0.00
Sr High (9 - 12)	\$0.00	130	63.29%	0.0730	0.0440	\$0.00	\$0.00
						\$2,344.14	\$1,251.03

Auburn School District No. 408
CAPITAL FACILITIES PLAN
 2017 through 2023

V. TAX CREDIT PER RESIDENCE

Formula: Expressed as the present value of an annuity

TC = PV(interest rate, discount period, average assd value x tax rate)

	Ave Resid Assd Value	Curr Dbt Serv Tax Rate	Bnd Byr Indx Ann Int Rate	Number of Years	Tax Credit Single Family	Tax Credit Multi Family
Single Family	\$292,035	\$2.65	3.95%	10	\$6,292.62	
Multi Family	\$127,147	\$2.65	3.95%	10		\$2,739.70

VI. DEVELOPER PROVIDED FACILITY CREDIT

Formula: (Value of Site or Facility/Number of dwelling units)

	Value	No. of Units	Facility Credit
Single Family	\$0.00	1	\$0.00
Multi Family	\$0.00	1	\$0.00

FEE RECAP SUMMARY	PER UNIT IMPACT FEES	
	Single Family	Multi Family
Site Costs	\$1,546.86	\$825.53
Permanent Facility Const Costs	\$13,609.76	\$7,263.24
Temporary Facility Costs	\$123.86	\$64.53
State Match Credit	(\$2,344.14)	(\$1,251.03)
Tax Credit	(\$6,292.62)	(\$2,739.70)
FEE (No Discount)	\$6,643.73	\$4,162.58
FEE (50% Discount)	\$3,321.86	\$2,081.29
Less ASD Discount		
Facility Credit	\$0.00	\$0.00
Net Fee Obligation	\$3,321.86	\$2,081.29

Auburn School District No. 408
CAPITAL FACILITIES PLAN
2017 through 2023

IMPACT FEE ELEMENTS		SINGLE FAMILY			MULTI FAMILY		
		Elem K - 5	Mid Sch 6 - 8	Sr High 9 - 12	Elem K - 5	Mid Sch 6 - 8	Sr High 9 - 12
Student Factor	Single Family - Auburn actual count April 2017	0.193	0.077	0.073	0.103	0.031	0.044
New Fac Capacity		650	800	1500	650	800	1500
New Facility Cost	Elementary Cost Estimates April 2017	\$48,500,000			\$48,500,000		
Temp Rm Capacity	ASD District Standard of Service. Grades K - 5 @ 23.35 and 6 - 12 @ 30.	23.35	30	30	23.35	30	30
Temp Facility Cost	Relocatables, including site work, set up, and furnishing	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000
Site Acreage	ASD District Standard or SPI Minimum	12	25	40	12	25	40
Site Cost/Acre	See below	\$434,136	\$434,136	\$434,136	\$434,136	\$434,136	\$434,136
Perm Sq Footage	14 Elementary, 4 Middle, and 4 High Schools	1,695,317	1,695,317	1,695,317	1,695,317	1,695,317	1,695,317
Temp Sq Footage	107 portables at 896 sq. ft. each + TAP 2661	98,533	98,533	98,533	98,533	98,533	98,533
Total Sq Footage	Sum of Permanent and Temporary above	1,793,850	1,793,850	1,793,850	1,793,850	1,793,850	1,793,850
% - Perm Facilities	Permanent Sq. Footage divided by Total Sq. Footage	94.51%	94.51%	94.51%	94.51%	94.51%	94.51%
% - Temp Facilities	Temporary Sq. Footage divided by Total Sq. Footage	5.49%	5.49%	5.49%	5.49%	5.49%	5.49%
SPI Sq Ft/Student	From SPI Regulations	90	108	130	90	108	130
Boeckh Index	From SPI schedule for December 2012	\$213.23	\$213.23	\$213.23	\$213.23	\$213.23	\$213.23
Match % - State	From SPI Webpage December 2012	63.29%	63.29%	63.29%	63.29%	63.29%	63.29%
Match % - District	Computed	36.71%	36.71%	36.71%	36.71%	36.71%	36.71%
Dist Aver AV	King County Department of Assessments March 2015	\$292,035	\$292,035	\$292,035	\$127,147	\$127,147	\$127,147
Debt Serv Tax Rate	Current Fiscal Year	\$2.65	\$2.65	\$2.65	\$2.65	\$2.65	\$2.65
G. O Bond Int Rate	Current Rate - (Bond Buyer 20 Index March 2017)	3.95%	3.95%	3.95%	3.95%	3.95%	3.95%

Site Cost Projections

Recent Property Acquisitions	Acreage	Purchase Year	Purchase Price	Purchase Cost/Acre	Adjusted Present Day	Projected Annual Inflation Factor	Sites Required	Latest Date of Acquisition	Projected Cost/Acre
Lakeland	12.00	2002	\$2,701,043	\$225,087	\$467,940	5.00%	Elementary	2017	\$455,843
Labrador	35.00	2008	\$7,601,799	\$217,194	\$336,940	5.00%	Elementary	2018	\$478,635
Lakeland East	27.00	2009	\$9,092,160	\$336,747	\$497,528	5.00%	Elementary	2022	\$581,783
Total	74.00		\$19,395,002	\$262,095	\$434,136				

Auburn School District No. 408
Capital Facilities Plan
2017 through 2023

Section VIII

Appendix

Appendix A.1 - Student Enrollment Projections

Appendix A.2 - CAPITAL FACILITIES PLAN Enrollment Projections

Appendix A.3 - Student Generation Survey

Appendix A.1 - Student Enrollment Projections

Auburn School District #408

Student Enrollment Projections

October 2016

Introduction

The projective techniques give some consideration to historical and current data as a basis for forecasting the future. In addition, the ‘projector’ must make certain assumptions about the operant variables within the data being used. These assumptions are “judgmental” by definition. Forecasting can be defined as the extrapolation or logical extension from history to the future, or from the known to the unknown. The attached tabular data reviews the history of student enrollment, sets out some quantitative assumptions, and provides projections based on these numerical factors.

The projection logic does not attempt to weigh the individual sociological, psychological, economic, and political factors that are present in any demographic analysis and projection. The logic embraces the assumptions that whatever these individual factors have been in the past are present today, and will be in the future. It further moderates the impact of singular factors by averaging data over thirteen years and six years respectively. The results provide a trend, which reflects a long (13-year) and a short (6-year) base from which to extrapolate.

Two methods of estimating the number of kindergarten students have been used. The first uses the average increase or decrease over the past 13 and 6-year time frame and adds it to each succeeding year. The second derives what the average percentage Auburn kindergartners have been of live births in King County for the past 5 years and uses this to project the subsequent four years.

The degree to which the actuals deviate from the projections can only be measured after the fact. This deviation provides a point of departure to evaluate the effectiveness of the assumptions and logic being used to calculate future projections. Monitoring deviation is critical to the viability and credibility of the projections derived by these techniques.

Tables

Table 1 – Thirteen Year History of October 1 Enrollments – page 3

The data shown in this table is the baseline information used to project future enrollment. This data shows the past record of enrollment in the district on October 1 of each year.

Table 2 – Historical Factors Used in Projections - page 4

This table shows the three basic factors derived from the data in Table 1. These factors have been used in the subsequent projections. The three factors are:

- **Factor 1 – Average Pupil Change Between Grade Levels**
This factor is sometimes referred to as the “holding power” or “cohort survival.” It is a measure of the number of pupils gained or lost as they move from one grade level to the next.
- **Factor 2 – Average Pupil Change by Grade Level**
This factor is the average change at each grade level over the 13 or 6-year period.
- **Factor 3 – Auburn School District Kindergarten Enrollment as a Function of King County Live Births.**
This factor calculates what percent each kindergarten class was of the King County live births in the five previous years. From this information has been extrapolated the kindergarten pupils expected for the next four years.

Table 3 – Projection Models – pages 5-13

This set of tables utilizes the above mentioned variables and generates several projections. The models are explained briefly below.

- Table 3.13 (pg 5) – shows a projection based on the 13-year average gain in kindergarten (Factor 2) and the 13-year average change between grade levels (Factor 1). The data is shown for the district as a whole.
- Table 3.6 (pg 5) – shows a projection using the same scheme as Table 3.13 except it shortens the historical data to only the most recent 6 years.
- Table 3.13A and 3.6A (pg 6) – uses the same factors above except Factor 3 is substituted for Factor 2. The kindergarten rates are derived from the King County live births instead of the average gain.
- Tables 3E.13, 3E.6, 3E.13A, 3E.6A (pg 7) – breaks out the K-5 grades from the district projection. Summary level data is provided for percentage gain and pupil gain by grade articulation.
- Tables 3MS.13, 3MS.6, 3MS.13A, 3MS.6A (pg 8) – breaks out the 6-8 grades from the district projection. Summary level data is provided for percentage gain and pupil gain by grade articulation.
- Tables 3SH.13, 3SH.6, 3SH.13A, 3SH.6A (pg 9) – breaks out the 9-12 grades from the district projection. Summary level data is provided for percentage gain and pupil gain by grade articulation.
- Table 4 (pg 10) – Collects the four projection models by grade group for ease of comparison.
- Table 5 (pgs 11-13) – shows how well each projection model performed when compared with actual enrollments. Data is provided in both number and percent formats for the past 13 years.

Summary

This year is the fifth consecutive year of an increase in enrollment after three consecutive years of declining enrollment. The increase of 282 students changes our historical average gain/loss in students. Over the past 6 years the average gain is now 1.62% annually, which equates to an average annual gain of 244 students.

Using the cohort survival models, the data below is a summary of the range of variation between the four models. This data can be used for planning for future needs of the district.

The models show changes in the next six years:

- Elementary level show increases ranging from 971 to 1,300. (page 7)
- Middle School level show increases ranging from 688 to 692. (page 8)
- High School level show increases ranging from 692 to 774. (page 9)

The models show these changes looking forward thirteen years:

- Elementary level show increases ranging from 2,179 to 3,047. (page 7)
- Middle School level show increases ranging from 1,289 to 1,536. (page 8)
- High School level show increases ranging from 1,569 to 1,659. (page 9)

This data does not factor new developments that are currently under construction or in the planning stages.

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE Thirteen Year History of October 1 Enrollments(Rev 10/16)													Actual		
1	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17		
KDG	892	955	941	996	998	1032	1010	1029	1098	1170	1232	1198	1237		
1	960	963	1012	995	1015	1033	1066	1068	1089	1188	1219	1279	1210		
2	992	963	1002	1019	1024	998	1016	1097	1083	1124	1196	1289	1300		
3	918	1002	1031	997	1048	993	1013	996	1111	1125	1136	1232	1317		
4	1016	939	1049	1057	1044	1073	1024	1022	1038	1123	1156	1170	1237		
5	957	1065	998	1078	1069	1030	1079	1018	1070	1075	1122	1172	1199		
6	1020	1004	1058	1007	1096	1040	1041	1063	1041	1076	1059	1116	1152		
7	1124	1028	1014	1057	1034	1125	1060	1032	1086	1072	1091	1099	1132		
8	1130	1137	1072	1033	1076	1031	1112	1046	1017	1116	1088	1136	1108		
9	1461	1379	1372	1337	1256	1244	1221	1273	1200	1159	1275	1229	1261		
10	1261	1383	1400	1368	1341	1277	1238	1170	1278	1229	1169	1316	1248		
11	1055	1182	1322	1352	1350	1303	1258	1233	1164	1240	1211	1167	1318		
12	886	1088	1147	1263	1352	1410	1344	1316	1321	1274	1323	1260	1226		
TOTALS	13,672	14,088	14,418	14,559	14,703	14,589	14,482	14,363	14,596	14,971	15,277	15,663	15,945		
Percent of Gain		3.04%	2.34%	0.98%	0.99%	(0.78)%	(0.73)%	(0.82)%	1.62%	2.57%	2.04%	2.53%	1.80%		
Pupil Gain		416	330	141	144	(114)	(107)	(119)	233	375	306	386	282		
		Average % Gain for 1st 6 years.						0.97%	Average % Gain for last 6 years						1.62%
		Average Pupil Gain for 1st 6 years.						135	Average Pupil Gain for last 6 years						244
		Average % Gain for 13 years.								1.30%					
		Average Pupil Gain for 13 years.								189					

TABLE 1A Grade Group Combinations													
KDG	892	955	941	996	998	1032	1010	1029	1098	1170	1232	1198	1237
K,1,2	2844	2881	2955	3010	3037	3063	3092	3194	3270	3482	3647	3766	3747
K - 5	5735	5887	6033	6142	6198	6159	6208	6230	6489	6805	7061	7340	7500
K - 6	6755	6891	7091	7149	7294	7199	7249	7293	7530	7881	8120	8456	8652
1 - 3	2870	2928	3045	3011	3087	3024	3095	3161	3283	3437	3551	3800	3827
1 - 5	4843	4932	5092	5146	5200	5127	5198	5201	5391	5635	5829	6142	6263
1 - 6	5863	5936	6150	6153	6296	6167	6239	6264	6432	6711	6888	7258	7415
6 - 8	3274	3169	3144	3097	3206	3196	3213	3141	3144	3264	3238	3351	3392
7 - 8	2254	2165	2086	2090	2110	2156	2172	2078	2103	2188	2179	2235	2240
7 - 9	3715	3544	3458	3427	3366	3400	3393	3351	3303	3347	3454	3464	3501
9 - 12	4663	5032	5241	5320	5299	5234	5061	4992	4963	4902	4978	4972	5053
10 - 12	3202	3653	3869	3983	4043	3990	3840	3719	3763	3743	3703	3743	3792

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 2 Factors Used in Projections

Factor 1	Average Pupil Change Between Grade Levels	
13 YEAR BASE		
K to 1	48.83	
1 to 2	18.67	
2 to 3	16.50	
3 to 4	27.50	
4 to 5	22.00	
5 to 6	1.67	
6 to 7	17.42	
7 to 8	12.50	
8 to 9	184.33	
9 to 10	0.92	
10 to 11	(27.50)	
11 to 12	40.58	
total	363.42	
6 YEAR BASE		
K to 1	52.67	
1 to 2	30.00	
2 to 3	18.67	
3 to 4	22.17	
4 to 5	20.50	
5 to 6	(4.83)	
6 to 7	19.33	
7 to 8	11.83	
8 to 9	147.00	
9 to 10	8.83	
10 to 11	(11.17)	
11 to 12	74.50	
total	389.50	

Factor 1 is the average gain or loss of pupils as they move from one grade level to the next. Factor 1 uses the past (12) OR (5) years of changes.

Factor 2	Average Pupil Change By Grade Level	
13 YEAR BASE		
K	28.75	
1	20.83	
2	25.67	
3	33.25	
4	18.42	
5	20.17	
6	11.00	
7	0.67	
8	(1.83)	
9	(16.67)	
10	(1.08)	
11	21.92	
12	28.33	
6 YEAR BASE		
K	41.60	
1	28.40	
2	40.60	
3	64.20	
4	43.00	
5	36.20	
6	17.80	
7	20.00	
8	12.40	
9	(2.40)	
10	15.60	
11	17.00	
12	(18.00)	

Factor 2 is the average change in grade level size from 01/02 OR 08/09.

Factor 3	AUBURN SCHOOL DISTRICT KINDERGARTEN ENROLLMENTS AS FUNCTION OF KING COUNTY LIVE BIRTH RATES						
CAL- ENDAR YEAR	TOTAL LIVE BIRTHS	2/3rds BIRTHS	1/3rds BIRTHS	YEAR OF ENROLL	ADJUSTED LIVE BIRTHS	KDG ENROLL.	AUBURN KINDERGARTEN ENROLLMENT AS A % OF ADJUSTED LIVE BIRTHS
1976	13,761	9,174	4,587	82/83	14,375	698	4.856%
1977	14,682	9,788	4,894	83/84	14,958	666	4.452%
1978	15,096	10,064	5,032	84/85	16,048	726	4.524%
1979	16,524	11,016	5,508	85/86	16,708	792	4.740%
1980	16,800	11,200	5,600	86/87	17,000	829	4.876%
1981	17,100	11,400	5,700	87/88	18,241	769	4.216%
1982	18,811	12,541	6,270	88/89	18,626	817	4.386%
1983	18,533	12,355	6,178	89/90	18,827	871	4.626%
1984	18,974	12,649	6,325	90/91	19,510	858	4.398%
1985	19,778	13,185	6,593	91/92	19,893	909	4.569%
1986	19,951	13,301	6,650	92/93	21,852	920	4.210%
1987	22,803	15,202	7,601	93/94	21,624	930	4.301%
1988	21,034	14,023	7,011	94/95	24,062	927	3.853%
1989	25,576	17,051	8,525	95/96	26,358	954	3.619%
1990	26,749	17,833	8,916	96/97	24,116	963	3.993%
1991	22,799	15,199	7,600	97/98	20,973	978	4.663%
1992	20,060	13,373	6,687	98/99	21,573	854	3.959%
1993	22,330	14,887	7,443	99/00	22,129	849	3.837%
1994	22,029	14,686	7,343	00/01	24,013	912	3.798%
1995	25,005	16,670	8,335	01/02	22,717	846	3.724%
1996	21,573	14,382	7,191	02/03	21,622	905	4.186%
1997	21,646	14,431	7,215	03/04	22,023	922	4.186%
1998	22,212	14,808	7,404	04/05	22,075	892	4.041%
1999	22,007	14,671	7,336	05/06	22,327	955	4.277%
2000	22,487	14,991	7,496	06/07	22,014	941	4.274%
2001	21,778	14,519	7,259	07/08	21,835	996	4.562%
2002	21,863	14,575	7,288	08/09	22,242	998	4.487%
2003	22,431	14,954	7,477	09/10	22,726	1032	4.541%
2004	22,874	15,249	7,625	10/11	22,745	1010	4.441%
2005	22,680	15,120	7,560	11/12	23,723	1029	4.338%
2006	24,244	16,163	8,081	12/13	24,683	1098	4.448%
2007	24,902	16,601	8,301	13/14	25,094	1162	4.631%
2008	25,190	16,793	8,397	14/15	25,101	1232	4.908%
2009	25,057	16,705	8,352	15/16	24,695	1198	4.851%
2010	24,514	16,343	8,171	16/17	24,591	1237	Actual 5.030%
2011	24,630	16,420	8,210	17/18	24,898	1189	<--Prjctd year
2012	25,032	16,688	8,344	18/19	24,951	1191	<--Prjctd year
2013	24,910	16,607	8,303	19/20	25,202	1203	<--Prjctd year
2014	25,348	16,899	8,449	20/21	25,441	1214	<--Prjctd
2015	25,487	16,991	8,496	21/22			* number from DOH

Source: Center for Health Statistics, Washington State Department of Health

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 3.13		DISTRICT PROJECTIONS Based on 13 Year History													
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	
KDG	1237	1266	1295	1323	1352	1381	1410	1438	1467	1496	1525	1553	1582	1611	
1	1210	1286	1315	1343	1372	1401	1430	1458	1487	1516	1545	1573	1602	1631	
2	1300	1229	1305	1333	1362	1391	1420	1448	1477	1506	1535	1563	1592	1621	
3	1317	1317	1245	1321	1350	1379	1407	1436	1465	1494	1522	1551	1580	1609	
4	1237	1345	1344	1273	1349	1377	1406	1435	1464	1492	1521	1550	1579	1607	
5	1199	1259	1367	1366	1295	1371	1399	1428	1457	1486	1514	1543	1572	1601	
6	1152	1201	1261	1368	1368	1296	1372	1401	1430	1458	1487	1516	1545	1573	
7	1132	1169	1218	1278	1386	1385	1314	1390	1418	1447	1476	1505	1533	1562	
8	1108	1145	1182	1231	1291	1398	1398	1326	1402	1431	1460	1488	1517	1546	
9	1261	1292	1329	1366	1415	1475	1582	1582	1511	1586	1615	1644	1673	1701	
10	1248	1262	1293	1330	1367	1416	1476	1583	1583	1512	1587	1616	1645	1674	
11	1318	1221	1234	1266	1302	1340	1388	1448	1556	1555	1484	1560	1589	1617	
12	1226	1359	1261	1275	1306	1343	1380	1429	1489	1596	1596	1525	1600	1629	
TOTALS	15,945	16,348	16,648	17,073	17,514	17,951	18,381	18,803	19,204	19,575	19,866	20,187	20,608	20,981	
Percent of Gain		2.53%	1.83%	2.56%	2.58%	2.50%	2.40%	2.29%	2.14%	1.93%	1.49%	1.61%	2.08%	1.81%	
Pupil Gain		403	299	426	440	438	430	421	402	370	292	321	421	374	

TABLE 3.6		DISTRICT PROJECTIONS Based on 6 Year History													
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	
KDG	1237	1279	1320	1362	1403	1445	1487	1528	1570	1611	1653	1695	1736	1778	
1	1210	1290	1331	1373	1414	1456	1498	1539	1581	1622	1664	1706	1747	1789	
2	1300	1240	1320	1361	1403	1444	1486	1528	1569	1611	1652	1694	1736	1777	
3	1317	1319	1259	1338	1380	1422	1463	1505	1546	1588	1630	1671	1713	1754	
4	1237	1339	1341	1281	1361	1402	1444	1485	1527	1569	1610	1652	1693	1735	
5	1199	1258	1360	1361	1301	1381	1423	1464	1506	1547	1589	1631	1672	1714	
6	1152	1194	1253	1355	1357	1297	1376	1418	1459	1501	1543	1584	1626	1667	
7	1132	1171	1214	1272	1374	1376	1316	1396	1437	1479	1520	1562	1604	1645	
8	1108	1144	1183	1225	1284	1386	1388	1328	1407	1449	1491	1532	1574	1615	
9	1261	1255	1291	1330	1372	1431	1533	1535	1475	1554	1596	1638	1679	1721	
10	1248	1270	1264	1300	1339	1381	1440	1542	1544	1484	1563	1605	1646	1688	
11	1318	1237	1259	1253	1289	1328	1370	1429	1531	1532	1472	1552	1594	1635	
12	1226	1393	1311	1333	1327	1363	1402	1445	1503	1605	1607	1547	1627	1668	
TOTALS	15,945	16,387	16,704	17,144	17,604	18,111	18,624	19,140	19,655	20,153	20,590	21,067	21,646	22,187	
Percent of Gain		2.77%	1.94%	2.63%	2.68%	2.88%	2.83%	2.77%	2.69%	2.53%	2.17%	2.32%	2.75%	2.50%	
Pupil Gain		442	317	440	460	507	513	515	515	498	437	477	579	541	

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 3.13A		DISTRICT PROJECTIONS Based on Birth Rates & 13 Year History													
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	
K	1237	1189	1191	1203	1214										
1	1210	1286	1237	1240	1252	1263									
2	1300	1229	1305	1256	1259	1271	1282								
3	1317	1317	1245	1321	1273	1275	1287	1298							
4	1237	1345	1344	1273	1349	1300	1303	1315	1326						
5	1199	1259	1367	1366	1295	1371	1322	1325	1337	1348					
6	1152	1201	1261	1368	1368	1296	1372	1324	1326	1338	1350				
7	1132	1169	1218	1278	1386	1385	1314	1390	1341	1344	1356	1367			
8	1108	1145	1182	1231	1291	1398	1398	1326	1402	1354	1356	1368	1380		
9	1261	1292	1329	1366	1415	1475	1582	1582	1511	1586	1538	1540	1552	1564	
10	1248	1262	1293	1330	1367	1416	1476	1583	1583	1512	1587	1539	1541	1553	
11	1318	1221	1234	1266	1302	1340	1388	1448	1556	1555	1484	1560	1511	1514	
12	1226	1359	1261	1275	1306	1343	1380	1429	1489	1596	1596	1525	1600	1552	
TOTALS	15,945	16,271	16,467	16,772	17,075										
Percent of Gain		2.04%	1.20%	1.85%	1.81%										
Pupil Gain		326	196	305	303										

TABLE 3.6A		DISTRICT PROJECTIONS Based on Birth Rates & 6 Year History													
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	
KDG	1237	1189	1191	1203	1214										
1	1210	1290	1241	1244	1256	1267									
2	1300	1240	1320	1271	1274	1286	1297								
3	1317	1319	1259	1338	1290	1292	1304	1316							
4	1237	1339	1341	1281	1361	1312	1315	1327	1338						
5	1199	1258	1360	1361	1301	1381	1333	1335	1347	1358					
6	1152	1194	1253	1355	1357	1297	1376	1328	1330	1342	1354				
7	1132	1171	1214	1272	1374	1376	1316	1396	1347	1350	1362	1373			
8	1108	1144	1183	1225	1284	1386	1388	1328	1407	1359	1361	1373	1385		
9	1261	1255	1291	1330	1372	1431	1533	1535	1475	1554	1506	1508	1520	1532	
10	1248	1270	1264	1300	1339	1381	1440	1542	1544	1484	1563	1515	1517	1529	
11	1318	1237	1259	1253	1289	1328	1370	1429	1531	1532	1472	1552	1504	1506	
12	1226	1393	1311	1333	1327	1363	1402	1445	1503	1605	1607	1547	1627	1578	
TOTALS	15,945	16,297	16,485	16,766	17,037										
Percent of Gain		2.21%	1.15%	1.71%	1.62%										
Pupil Gain		352	188	281	271										

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 3E.13 K - 5 PROJECTIONS Based on 13 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30
KDG	1237	1266	1295	1323	1352	1381	1410	1438	1467	1496	1525	1553	1582	1611
1	1210	1286	1315	1343	1372	1401	1430	1458	1487	1516	1545	1573	1602	1631
2	1300	1229	1305	1333	1362	1391	1420	1448	1477	1506	1535	1563	1592	1621
3	1317	1317	1245	1321	1350	1379	1407	1436	1465	1494	1522	1551	1580	1609
4	1237	1345	1344	1273	1349	1377	1406	1435	1464	1492	1521	1550	1579	1607
5	1199	1259	1367	1366	1295	1371	1399	1428	1457	1486	1514	1543	1572	1601
K - 5 TOT	7500	7700	7869	7960	8079	8299	8471	8644	8816	8989	9161	9334	9506	9679
Percent of Gain		2.67%	2.19%	1.15%	1.50%	2.72%	2.08%	2.04%	2.00%	1.96%	1.92%	1.88%	1.85%	1.81%
Pupil Gain		200	169	90	120	220	173	173	173	173	173	173	173	173

6 year 13 year
971 2179

TABLE 3E.6 K - 5 PROJECTIONS Based on 6 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30
KDG	1237	1279	1320	1362	1403	1445	1487	1528	1570	1611	1653	1695	1736	1778
1	1210	1290	1331	1373	1414	1456	1498	1539	1581	1622	1664	1706	1747	1789
2	1300	1240	1320	1361	1403	1444	1486	1528	1569	1611	1652	1694	1736	1777
3	1317	1319	1259	1338	1380	1422	1463	1505	1546	1588	1630	1671	1713	1754
4	1237	1339	1341	1281	1361	1402	1444	1485	1527	1569	1610	1652	1693	1735
5	1199	1258	1360	1361	1301	1381	1423	1464	1506	1547	1589	1631	1672	1714
K - 5 TOT	7500	7724	7930	8076	8263	8550	8800	9049	9299	9549	9798	10048	10297	10547
Percent of Gain		2.98%	2.68%	1.84%	2.30%	3.48%	2.92%	2.84%	2.76%	2.68%	2.61%	2.55%	2.48%	2.42%
Pupil Gain		224	207	146	186	288	250	250	250	250	250	250	250	250

6 year 13 year
1300 3047

TABLE 3E.13A K - 5 PROJECTIONS Based on Birth Rates & 13 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30
K	1237	1189	1191	1203	1214									
1	1210	1286	1237	1240	1252	1263								
2	1300	1229	1305	1256	1259	1271	1282							
3	1317	1317	1245	1321	1273	1275	1287	1298						
4	1237	1345	1344	1273	1349	1300	1303	1315	1326					
5	1199	1259	1367	1366	1295	1371	1322	1325	1337	1348				
K - 5 TOT	7500	7623	7689	7659	7641									
Percent of Gain		1.64%	0.86%	(0.39)%	(0.24)%									
Pupil Gain		123	66	(30)	(18)									

4 year
141

TABLE 3E.6A K - 5 PROJECTIONS Based on Birth Rates & 6 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30
KDG	1237	1189	1191	1203	1214									
1	1210	1290	1241	1244	1256	1267								
2	1300	1240	1320	1271	1274	1286	1297							
3	1317	1319	1259	1338	1290	1292	1304	1316						
4	1237	1339	1341	1281	1361	1312	1315	1327	1338					
5	1199	1258	1360	1361	1301	1381	1333	1335	1347	1358				
K - 5 TOT	7500	7634	7711	7699	7696									
Percent of Gain		1.78%	1.02%	(0.16)%	(0.04)%									
Pupil Gain		134	78	(13)	(3)									

4 year
196

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE	MIDDLE SCHOOL PROJECTIONS																
3MS.13	Based on 13 Year History																
GRADE	ACTUAL	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ		
	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23-24	24-25	25-26	26-27	27-28	28-29	29-30			
6	1152	1201	1261	1368	1368	1296	1372	1401	1430	1458	1487	1516	1545	1573			
7	1132	1169	1218	1278	1386	1385	1314	1390	1418	1447	1476	1505	1533	1562			
8	1108	1145	1182	1231	1291	1398	1398	1326	1402	1431	1460	1488	1517	1546			
6 - 8 TOT	3392	3515	3661	3877	4044	4080	4084	4117	4250	4336	4423	4509	4595	4681	692	1289	
Percent of Gain		3.61%	4.16%	5.91%	4.31%	0.88%	0.10%	0.81%	3.24%	2.03%	1.99%	1.95%	1.91%	1.88%			
Pupil Gain		123	146	216	167	36	4	33	133	86	86	86	86	86			

TABLE	MIDDLE SCHOOL PROJECTIONS															
3MS.6	Based on 6 Year History															
GRADE	ACTUAL	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ		
	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23-24	24-25	25-26	26-27	27-28	28-29	29-30		
6	1152	1194	1253	1355	1357	1297	1376	1418	1459	1501	1543	1584	1626	1667		
7	1132	1171	1214	1272	1374	1376	1316	1396	1437	1479	1520	1562	1604	1645		
8	1108	1144	1183	1225	1284	1386	1388	1328	1407	1449	1491	1532	1574	1615		
6 - 8 TOT	3392	3509	3649	3852	4015	4058	4080	4141	4304	4429	4553	4678	4803	4928	688	1536
Percent of Gain		3.46%	3.99%	5.56%	4.21%	1.09%	.53%	1.50%	3.93%	2.90%	2.82%	2.74%	2.67%	2.60%		
Pupil Gain		117	140	203	162	44	21	61	163	125	125	125	125	125		

TABLE	MIDDLE SCHOOL PROJECTIONS															
3MS.13A	Based on Birth Rates & 13 Year History															
GRADE	ACTUAL	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ		
	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23-24	24-25	25-26	26-27	27-28	28-29	29-30		
6	1152	1201	1261	1368	1368	1296	1372	1324	1326	1338	1350					
7	1132	1169	1218	1278	1386	1385	1314	1390	1341	1344	1356	1367				
8	1108	1145	1182	1231	1291	1398	1398	1326	1402	1354	1356	1368	1380			
6 - 8 TOT	3392	3515	3661	3877	4044	4080	4084	4040	4069	4036	4061				692	669
Percent of Gain		3.61%	4.16%	5.91%	4.31%	0.88%	0.10%	(1.08)%	0.74%	(0.83)%	0.64%					
Pupil Gain		123	146	216	167	36	4	(44)	30	(34)	26					

TABLE	MIDDLE SCHOOL PROJECTIONS															
3MS.6A	Based on Birth Rates & 6 Year History															
GRADE	ACTUAL	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ	PROJ		
	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23-24	24-25	25-26	26-27	27-28	28-29	29-30		
6	1152	1194	1253	1355	1357	1297	1376	1328	1330	1342	1354					
7	1132	1171	1214	1272	1374	1376	1316	1396	1347	1350	1362	1373				
8	1108	1144	1183	1225	1284	1386	1388	1328	1407	1359	1361	1373	1385			
6 - 8 TOT	3392	3509	3649	3852	4015	4058	4080	4051	4085	4051	4077				688	685
Percent of Gain		3.46%	3.99%	5.56%	4.21%	1.09%	0.53%	(0.71)%	0.83%	(0.83)%	0.64%					
Pupil Gain		117	140	203	162	44	21	(29)	34	(34)	26					

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 3SH.13		SR. HIGH PROJECTIONS Based on 13 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
9	1261	1292	1329	1366	1415	1475	1582	1582	1511	1586	1615	1644	1673	1701		
10	1248	1262	1293	1330	1367	1416	1476	1583	1583	1512	1587	1616	1645	1674		
11	1318	1221	1234	1266	1302	1340	1388	1448	1556	1555	1484	1560	1589	1617		
12	1226	1359	1261	1275	1306	1343	1380	1429	1489	1596	1596	1525	1600	1629		
9-12 TOT	5053	5133	5118	5237	5391	5573	5827	6043	6138	6250	6282	6344	6507	6622	774	1569
Percent of Gain	1.59%	(0.31)%	2.33%	2.94%	3.39%	4.55%	3.70%	1.58%	1.82%	0.52%	0.99%	2.55%	1.77%			
Pupil Gain	80	(16)	119	154	183	254	216	96	112	33	62	162	115			
TABLE 3SH.6		SR. HIGH PROJECTIONS Based on 6 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
9	1261	1255	1291	1330	1372	1431	1533	1535	1475	1554	1596	1638	1679	1721		
10	1248	1270	1264	1300	1339	1381	1440	1542	1544	1484	1563	1605	1646	1688		
11	1318	1237	1259	1253	1289	1328	1370	1429	1531	1532	1472	1552	1594	1635		
12	1226	1393	1311	1333	1327	1363	1402	1445	1503	1605	1607	1547	1627	1668		
9-12 TOT	5053	5154	5125	5216	5327	5503	5745	5950	6052	6175	6238	6341	6546	6712	692	1659
Percent of Gain	2.00%	(0.57)%	1.78%	2.13%	3.30%	4.40%	3.56%	1.72%	2.04%	1.02%	1.65%	3.22%	2.54%			
Pupil Gain	101	(30)	91	111	176	242	205	102	124	63	103	204	166			
TABLE 3SH.13A		SR. HIGH PROJECTIONS Based on Birth Rates & 13 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
9	1261	1292	1329	1366	1415	1475	1582	1582	1511	1586	1538	1540	1552	1564		
10	1248	1262	1293	1330	1367	1416	1476	1583	1583	1512	1587	1539	1541	1553		
11	1318	1221	1234	1266	1302	1340	1388	1448	1556	1555	1484	1560	1511	1514		
12	1226	1359	1261	1275	1306	1343	1380	1429	1489	1596	1596	1525	1600	1552		
9-12 TOT	5053	5133	5118	5237	5391	5573	5827	6043	6138	6250	6205	6164	6206	6183	774	1130
Percent of Gain	1.59%	(0.31)%	2.33%	2.94%	3.39%	4.55%	3.70%	1.58%	1.82%	(0.71)%	(0.67)%	0.68%	(0.36)%			
Pupil Gain	80	(16)	119	154	183	254	216	96	112	(44)	(41)	42	(23)			
TABLE 3SH.6A		SR. HIGH PROJECTIONS Based on Birth Rates & 6 Year History														
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
9	1261	1255	1291	1330	1372	1431	1533	1535	1475	1554	1506	1508	1520	1532		
10	1248	1270	1264	1300	1339	1381	1440	1542	1544	1484	1563	1515	1517	1529		
11	1318	1237	1259	1253	1289	1328	1370	1429	1531	1532	1472	1552	1504	1506		
12	1226	1393	1311	1333	1327	1363	1402	1445	1503	1605	1607	1547	1627	1578		
9-12 TOT	5053	5154	5125	5216	5327	5503	5745	5950	6052	6175	6148	6122	6168	6145	692	1092
Percent of Gain	2.00%	(0.57)%	1.78%	2.13%	3.30%	4.40%	3.56%	1.72%	2.04%	(0.44)%	(0.43)%	0.75%	(0.37)%			
Pupil Gain	101	(30)	91	111	176	242	205	102	124	(27)	(26)	46	(23)			

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 4		PROJECTION COMPARISONS BY GRADE GROUP														
KINDERGARTEN																
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
E.13	1237	1266	1295	1323	1352	1381	1410	1438	1467	1496	1525	1553	1582	1611	173	374
E.6	1237	1279	1320	1362	1403	1445	1487	1528	1570	1611	1653	1695	1736	1778	250	541
E.13A	1237	1189	1191	1203	1214											
E.6A	1237	1189	1191	1203	1214											
GRD 1 -- GRD 5																
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
E.13	6263	6435	6575	6636	6727	6918	7062	7205	7349	7493	7637	7780	7924	8068	799	1805
E.6	6263	6445	6610	6715	6859	7105	7313	7521	7729	7937	8145	8353	8561	8769	1050	2506
E.13A	6263	6435	6498	6456	6426											
E.6A	6263	6445	6520	6495	6481											
GRD 6 -- GRD 8																
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
MS.13	3392	3515	3661	3877	4044	4080	4084	4117	4250	4336	4423	4509	4595	4681	692	1289
MS.6	3392	3509	3649	3852	4015	4058	4080	4141	4304	4429	4553	4678	4803	4928	688	1536
MS.13A	3392	3515	3661	3877	4044	4080	4084	4040	4069	4036	4061				692	
MS.6A	3392	3509	3649	3852	4015	4058	4080	4051	4085	4051	4077				688	
GRD 9 -- GRD 12																
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
SH.13	5053	5133	5118	5237	5391	5573	5827	6043	6138	6250	6282	6344	6507	6622	774	1569
SH.6	5053	5154	5125	5216	5327	5503	5745	5950	6052	6175	6238	6341	6546	6712	692	1659
SH.13A	5053	5133	5118	5237	5391	5573	5827	6043	6138	6250	6205	6164	6206	6183	774	1130
SH.6A	5053	5154	5125	5216	5327	5503	5745	5950	6052	6175	6148	6122	6168	6145	692	1092
DISTRICT TOTALS																
GRADE	ACTUAL 16/17	PROJ 17/18	PROJ 18/19	PROJ 19/20	PROJ 20/21	PROJ 21/22	PROJ 22/23	PROJ 23-24	PROJ 24-25	PROJ 25-26	PROJ 26-27	PROJ 27-28	PROJ 28-29	PROJ 29-30	6 year	13 year
3.13	15,945	16,348	16,648	17,073	17,514	17,951	18,381	18,803	19,204	19,575	19,866	20,187	20,608	20,981	2436	5036
3.6	15,945	16,387	16,704	17,144	17,604	18,111	18,624	19,140	19,655	20,153	20,590	21,067	21,646	22,187	2679	6242
3.13A	15,945	16,271	16,467	16,772	17,075											
3.6A	15,945	16,297	16,485	16,766	17,037											

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE	PROJECTION COMPARISONS
5	BY GRADE GROUP

Total = October 1 Actual Count AND Projected Counts
 Diff = Number Projection is under(-) or over Actual
 % = Percent Projection is under(-) or over Actual

Prj 3.13 - 13 YEAR HISTORY & Using Average Kdg Increase
 Prj 3.6 - 6 YEAR HISTORY & Using Average Kdg Increase
 Prj 3.13A 13 YEAR HISTORY & King Cty Birth Rates
 Prj 3.6A - 6 YEAR HISTORY & King Cty Birth Rates

Grades	2004-05			2005-06			2006-07			2007-08			2008-09		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	5735	xxx	xxx	5887	xxx	xxx	6033	xxx	xxx	6142	xxx	xxx	6198	xxx	xxx
Prj 3E.13	5723	(12)	(0.21)%	5655	(232)	(3.94)%	5761	(272)	(4.51)%	5750	(392)	(6.38)%	5871	(327)	(5.28)%
Prj 3E.6	5735	0	0.00%	5662	(225)	(3.82)%	5821	(212)	(3.51)%	5795	(347)	(5.65)%	5921	(277)	(4.47)%
Prj 3E.13A	5743	8	0.14%	5605	(282)	(4.79)%	5709	(324)	(5.37)%	5750	(392)	(6.38)%	5869	(329)	(5.31)%
Prj 3E.6A	5776	41	0.71%	5631	(256)	(4.35)%	5756	(277)	(4.59)%	5784	(358)	(5.83)%	5912	(286)	(4.61)%

Grades	2004-05			2005-06			2006-07			2007-08			2008-09		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	3274	xxx	xxx	3169	xxx	xxx	3144	xxx	xxx	3097	xxx	xxx	3206	xxx	xxx
Prj 3E.13	3025	(249)	(7.61)%	3185	16	0.50%	3214	70	2.23%	3295	198	6.39%	3131	(75)	(2.34)%
Prj 3E.6	3011	(263)	(8.03)%	3192	23	0.73%	3216	72	2.29%	3311	214	6.91%	3146	(60)	(1.87)%
Prj 3E.13A	3025	(249)	(7.61)%	3185	16	0.50%	3214	70	2.23%	3295	198	6.39%	3131	(75)	(2.34)%
Prj 3E.6A	3011	(263)	(8.03)%	3192	23	0.73%	3216	72	2.29%	3311	214	6.91%	3146	(60)	(1.87)%

Grades	2004-05			2005-06			2006-07			2007-08			2008-09		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	4663	xxx	xxx	5032	xxx	xxx	5241	xxx	xxx	5320	xxx	xxx	5299	xxx	xxx
Prj 3E.13	4455	(208)	(4.46)%	4577	(455)	(9.04)%	4630	(611)	(11.66)%	4783	(537)	(10.09)%	5085	(214)	(4.04)%
Prj 3E.6	4476	(187)	(4.01)%	4594	(438)	(8.70)%	4639	(602)	(11.49)%	4769	(551)	(10.36)%	5086	(213)	(4.02)%
Prj 3E.13A	4455	(208)	(4.46)%	4577	(455)	(9.04)%	4630	(611)	(11.66)%	4783	(537)	(10.09)%	5085	(214)	(4.04)%
Prj 3E.6A	4476	(187)	(4.01)%	4594	(438)	(8.70)%	4639	(602)	(11.49)%	4769	(551)	(10.36)%	5086	(213)	(4.02)%

All Grades	2004-05			2005-06			2006-07			2007-08			2008-09		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	13,672	xxx	xxx	14,088	xxx	xxx	14,418	xxx	xxx	14,559	xxx	xxx	14,703	xxx	xxx
Prj 3E.13	13,203	(469)	(3.43)%	13,417	(671)	(4.76)%	13,605	(813)	(5.64)%	13,828	(731)	(5.02)%	14,087	(616)	(4.19)%
Prj 3E.6	13,222	(450)	(3.29)%	13,448	(640)	(4.54)%	13,676	(742)	(5.15)%	13,875	(684)	(4.70)%	14,153	(550)	(3.74)%
Prj 3E.13A	13,223	(449)	(3.28)%	13,367	(721)	(5.12)%	13,553	(865)	(6.00)%	13,828	(731)	(5.02)%	14,085	(618)	(4.20)%
Prj 3E.6A	13,263	(409)	(2.99)%	13,417	(671)	(4.76)%	13,611	(807)	(5.60)%	13,864	(695)	(4.77)%	14,144	(559)	(3.80)%

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE	PROJECTION COMPARISONS
5	BY GRADE GROUP (Continued)

Total = October 1 Actual Count AND Projected Counts
 Diff = Number Projection is under(-) or over Actual
 % = Percent Projection is under(-) or over Actual

Prj 3.13 - 13 YEAR HISTORY & Using Average Kdg Increase
 Prj 3.6 - 6 YEAR HISTORY & Using Average Kdg Increase
 Prj 3.13A 13 YEAR HISTORY & King Cty Birth Rates
 Prj 3.6A - 6 YEAR HISTORY & King Cty Birth Rates

Grades	2009-10			2010-11			2011-12			2012-13			2013-14		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	6159	xxx	xxx	6208	xxx	xxx	6230	xxx	xxx	6489	xxx	xxx	6805	xxx	xxx
Prj 3E.13	6085	(74)	(1.20)%	6179	(29)	(0.47)%	6254	24	0.39%	6282	(207)	(3.19)%	6275	(530)	(7.79)%
Prj 3E.6	6138	(21)	(0.34)%	6237	29	0.47%	6294	64	1.03%	6323	(166)	(2.56)%	6267	(538)	(7.91)%
Prj 3E.13A	6059	(100)	(1.62)%	6129	(79)	(1.27)%	6237	7	0.11%	6252	(237)	(3.65)%	6266	(539)	(7.92)%
Prj 3E.6A	6094	(65)	(1.06)%	6172	(36)	(0.58)%	6264	34	0.55%	6269	(220)	(3.39)%	6260	(545)	(8.01)%

Grades	2009-10			2010-11			2003-04			2012-13			2013-14		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	3196	xxx	xxx	3213	xxx	xxx	3141	xxx	xxx	3144	xxx	xxx	3264	xxx	xxx
Prj 3E.13	3107	(89)	(2.78)%	3179	(34)	(1.06)%	3242	101	3.22%	3234	90	2.86%	3221	(43)	(1.32)%
Prj 3E.6	3116	(80)	(2.50)%	3195	(18)	(0.56)%	3243	102	3.25%	3236	92	2.93%	3211	(53)	(1.62)%
Prj 3E.13A	3107	(89)	(2.78)%	3179	(34)	(1.06)%	3242	101	3.22%	3234	90	2.86%	3221	(43)	(1.32)%
Prj 3E.6A	3116	(80)	(2.50)%	3195	(18)	(0.56)%	3243	102	3.25%	3236	92	2.93%	3211	(53)	(1.62)%

Grades	2009-10			2010-11			2003-04			2012-13			2013-14		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	5234	xxx	xxx	5061	xxx	xxx	4992	xxx	xxx	4963	xxx	xxx	4902	xxx	xxx
Prj 3E.13	5190	(44)	(0.84)%	5129	68	1.34%	5074	82	1.64%	4921	(42)	(0.85)%	4901	(1)	(0.02)%
Prj 3E.6	5192	(42)	(0.80)%	5155	94	1.86%	5128	136	2.72%	5027	64	1.29%	5017	115	2.35%
Prj 3E.13A	5190	(44)	(0.84)%	5129	68	1.34%	5074	82	1.64%	4921	(42)	(0.85)%	4901	(1)	(0.02)%
Prj 3E.6A	5192	(42)	(0.80)%	5155	94	1.86%	5129	137	2.74%	5027	64	1.29%	5017	115	2.35%

All Grades	2009-10			2010-11			2003-04			2012-13			2013-14		
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%	Total	Diff	%
ACTUAL	14,589	xxx	xxx	14,482	xxx	xxx	13,672	xxx	xxx	14,596	xxx	xxx	14,971	xxx	xxx
Prj 3E.13	14,382	(207)	(1.42)%	13,499	(173)	(6.79)%	14,570	898	6.57%	14,437	(159)	(1.09)%	14,397	(574)	(3.83)%
Prj 3E.6	14,446	(143)	(0.98)%	13,542	(130)	(6.49)%	14,665	993	7.26%	14,586	(10)	(0.07)%	14,495	(476)	(3.18)%
Prj 3E.13A	14,356	(233)	(1.60)%	13,447	(225)	(7.15)%	14,553	881	6.44%	14,407	(189)	(1.29)%	14,388	(583)	(3.89)%
Prj 3E.6A	14,402	(187)	(1.28)%	13,510	(162)	(6.71)%	14,636	964	7.05%	14,532	(64)	(0.44)%	14,488	(483)	(3.23)%

AUBURN SCHOOL DISTRICT STUDENT ENROLLMENT PROJECTIONS - October 2016

TABLE 5 PROJECTION COMPARISONS BY GRADE GROUP (Continued)

Total = October 1 Actual Count AND Projected Counts
 Diff = Number Projection is under(-) or over Actual
 % = Percent Projection is under(-) or over Actual

Prj 3.13 - 13 YEAR HISTORY & Using Average Kdg Increase
 Prj 3.6 - 6 YEAR HISTORY & Using Average Kdg Increase
 Prj 3.13A 13 YEAR HISTORY & King Cty Birth Rates
 Prj 3.6A - 6 YEAR HISTORY & King Cty Birth Rates

Grades	2014-15			2015-16			2016-17			Average	Average
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Diff	%
ACTUAL	7061	xxx	xxx	7340	xxx	xxx	7500	xxx	xxx	xxx	xxx
Prj 3E.13	6372	(689)	(9.76)%	6659	(681)	(9.28)%	7052	(448)	(5.97)%	(245)	(4.43)%
Prj 3E.6	6368	(693)	(9.81)%	6632	(708)	(9.65)%	7046	(454)	(6.05)%	(220)	(4.02)%
Prj 3E.13A	6346	(715)	(10.13)%	6643	(697)	(9.50)%	6979	(521)	(6.95)%	(268)	(4.82)%
Prj 3E.6A	6339	(722)	(10.23)%	6611	(729)	(9.93)%	6966	(534)	(7.12)%	(249)	(4.49)%

Historical Data is grouped by K - 5, 6-8, 9-12 articulation pattern.

Articulation pattern has no numeric impact on efficacy of projection models.

Grades	2014-15			2015-16			2016-17			Average	Average
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Diff	%
ACTUAL	3238	xxx	xxx	3351	xxx	xxx	3392	xxx	xxx	xxx	xxx
Prj 3E.13	3143	(95)	(2.93)%	3230	(121)	(3.61)%	3256	(136)	(4.01)%	(21)	(0.80)%
Prj 3E.6	3132	(106)	(3.27)%	3213	(138)	(4.12)%	3246	(146)	(4.30)%	(20)	(0.78)%
Prj 3E.13A	3143	(95)	(2.93)%	3230	(121)	(3.61)%	3256	(136)	(4.01)%	(21)	(0.80)%
Prj 3E.6A	3132	(106)	(3.27)%	3213	(138)	(4.12)%	3246	(146)	(4.30)%	(20)	(0.78)%

Grades	2014-15			2015-16			2016-17			Average	Average
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Diff	%
ACTUAL	4978	xxx	xxx	4972	xxx	xxx	5053	xxx	xxx	xxx	xxx
Prj 3E.13	4813	(165)	(3.31)%	4773	(199)	(4.00)%	4874	(179)	(3.54)%	(180)	(3.76)%
Prj 3E.6	4906	(72)	(1.45)%	4856	(116)	(2.33)%	4956	(97)	(1.92)%	(141)	(2.84)%
Prj 3E.13A	4813	(165)	(3.31)%	4773	(199)	(4.00)%	4874	(179)	(3.54)%	(180)	(3.76)%
Prj 3E.6A	4906	(72)	(1.45)%	4856	(116)	(2.33)%	4956	(97)	(1.92)%	(141)	(2.83)%

All Grades	2014-15			2015-16			2016-17			Average	Average
	Total	Diff	%	Total	Diff	%	Total	Diff	%	Diff	%
ACTUAL	15,277	xxx	xxx	15,663	xxx	xxx	15,945	xxx	xxx	xxx	xxx
Prj 3E.13	14,328	(949)	(6.21)%	14,662	(1,001)	(6.39)%	15,182	(763)	(4.79)%	(479)	(3.61)%
Prj 3E.6	14,406	(871)	(5.70)%	14,701	(962)	(6.14)%	15,248	(697)	(4.37)%	(412)	(3.16)%
Prj 3E.13A	14,302	(975)	(6.38)%	14,646	(1,017)	(6.49)%	15,109	(836)	(5.24)%	(505)	(3.79)%
Prj 3E.6A	14,377	(900)	(5.89)%	14,680	(983)	(6.28)%	15,168	(777)	(4.87)%	(441)	(3.35)%

**Appendix A.2 - CAPITAL FACILITIES PLAN
Enrollment Projections**

Buildout Data for Enrollment Projections-April 2017

BASE DATA - BUILDOUT SCHEDULE

ASSUMPTIONS:

- 1 *Uses Build Out estimates received from developers.*
- 2 *Student Generation Factors are updated Auburn data for 2017 as allowed per King County Ordinance*
- 3 *Takes area labeled Lakeland and Kersey Projects projects across 2017-2023*
- 4 *Takes area labeled Bridges and other Lea Hill area developments and projects across 2017-2023*
- 5 *Includes known developments in N. Auburn and other non-Lea Hill and non-Lakeland developments*

Student Generation Factors

Auburn Factors		Single	Multi-
2017 SF	2017 MF	Family	Family
Elementary		0.1930	0.1030
Middle School		0.0770	0.0310
Senior High		0.0730	0.0440
Total		0.3430	0.1780

Table 1	Auburn S.D. Development	2017	2018	2019	2020	2021	2022	2023	Total
	Lakeland/Kersey Single Family	0	100	150	75	50	29		404
	Lea Hill Area Single Family	50	75	50	30	0	0	0	205
	Other Single Family Units	40	60	50	20	0	0	0	170
	Total Single Family Units	90	235	250	125	50	29	0	779
Projected Pupils:									
	Elementary Pupils K-5	17	45	48	24	10	6	0	150
	Mid School Pupils 6-8	7	18	19	10	4	2	0	60
	Sr. High Pupils 9-12	7	17	18	9	4	2	0	57
	Total K-12	31	81	86	43	17	10	0	267
	Multi Family Units	0	150	300	150	48	0	0	648
	Total Multi Family Units	0	150	300	150	48	0	0	648
Projected Pupils:									
	Elementary Pupils K-5	0	15	31	15	5	0	0	67
	Mid School Pupils 6-8	0	5	9	5	1	0	0	20
	Sr. High Pupils 9-12	0	7	13	7	2	0	0	29
	Total K-12	0	27	53	27	9	0	0	115
	Total Housing Units	90	385	550	275	98	29	0	1427
	Elementary Pupils K-5	17	61	79	40	15	6	0	217
	Mid School Pupils 6-8	7	23	29	14	5	2	0	80
	Sr. High Pupils 9-12	7	24	31	16	6	2	0	85
	Total K-12	31	107	139	70	26	10	0	383
Cumulative Projection									
		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
	Elementary - Grades K -5	17	78	157	197	211	217	217	
	Mid School - Grades 6 - 8	7	30	58	73	78	80	80	
	Senior High - Grades 9 - 12	7	30	62	78	83	85	85	
	Total	31	138	277	347	373	383	383	

Buildout Data for Enrollment Projections-April 2017

TABLE 2		New Projects - Annual New Pupils Added & Distributed by Grade Level									
GRADE	6 Year Average Enroll.	Percent of average Pupils by Grade & Level	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2024-25	
KDG	1161	7.67%	1237	2	11	21	27	29	29	29	
1	1176	7.77%	1210	2	11	22	27	29	30	30	
2	1182	7.81% 45.61%	1300	2	11	22	27	29	30	30	
3	1153	7.62%	1317	2	11	21	26	28	29	29	
4	1124	7.43%	1237	2	10	21	26	28	28	28	
5	1109	7.33%	1199	2	10	20	25	27	28	28	
6	1085	7.17%	1152	2	10	20	25	27	27	27	
7	1085	7.17% 21.51%	1132	2	10	20	25	27	27	27	
8	1085	7.17%	1108	2	10	20	25	27	27	27	
9	1233	8.15%	1261	3	11	23	28	30	31	31	
10	1235	8.16% 32.88%	1248	3	11	23	28	30	31	31	
11	1222	8.07%	1318	2	11	22	28	30	31	31	
12	1287	8.50%	1226	3	12	24	29	32	33	33	
Totals	15136	100.00% Total	15945	31	138	277	347	373	383	383	

TABLE 3		6 year Historical Data Average Enrollment and Percentage Distributed by Grade Level							
Grade	11-12	12-13	13-14	14-15	15-16	16-17	6yr Ave	%	
KDG	1029	1098	1170	1232	1198	1237	1160.67	7.67%	
1	1068	1089	1188	1219	1279	1210	1175.50	7.77%	
2	1097	1083	1124	1196	1289	1300	1181.50	7.81%	
3	996	1111	1125	1136	1232	1317	1152.83	7.62%	
4	1022	1038	1123	1156	1170	1237	1124.33	7.43%	
5	1018	1070	1075	1122	1172	1199	1109.33	7.33%	
6	1063	1041	1076	1059	1116	1152	1084.50	7.17%	
7	1032	1086	1072	1091	1099	1132	1085.33	7.17%	
8	1046	1017	1116	1088	1136	1108	1085.17	7.17%	
9	1273	1200	1159	1275	1229	1261	1232.83	8.15%	
10	1170	1278	1229	1169	1316	1248	1235.00	8.16%	
11	1233	1164	1240	1211	1167	1318	1222.17	8.07%	
12	1316	1321	1274	1323	1260	1226	1286.67	8.50%	
Totals	14363	14596	14971	15277	15663	15945	15135.83	100.00%	
% of change		1.62%	2.57%	2.04%	2.53%	1.80%			
change +/-		233	375	306	386	282			

Buildout Data for Enrollment Projections-April 2017

TABLE 4 New Projects - Pupil Projection Cumulative ND 3.13 by Grade Level Updated April 2017										
Uses a 'cohort survival' model assuming 100% of previous year new enrollees move to the next grade level. Kindergarten calculates previous years number plus Current generation based on % of total enrollment. Other factor uses 100% cohort survival, based on 6 year history.	GRADE	2016-17 Actual	2017-18 Projected	2018-19 Projected	2019-20 Projected	2020-21 Projected	2021-22 Projected	2022-23 Projected	2024-25 Projected	
	KDG	1237	1268	1306	1344	1379	1410	1439	1467	
	1	1210	1288	1326	1365	1399	1430	1460	1488	
	2	1300	1231	1316	1355	1389	1420	1450	1478	
	3	1317	1319	1256	1342	1376	1407	1436	1465	
	4	1237	1347	1354	1294	1375	1405	1434	1463	
	5	1199	1261	1377	1386	1320	1398	1427	1456	
	K-5	7500	7716	7934	8086	8238	8470	8646	8817	
	6	1152	1203	1271	1388	1393	1323	1399	1428	
	7	1132	1171	1228	1298	1411	1412	1341	1417	
	8	1108	1147	1192	1251	1316	1425	1425	1353	
	GR 6-8	3392	3522	3691	3937	4120	4159	4166	4199	
	9	1261	1295	1340	1389	1443	1505	1613	1613	
10	1248	1265	1304	1353	1395	1446	1507	1614		
11	1318	2	11	22	28	30	31	31		
12	1226	1224	1246	1290	1331	1372	1421	1481		
GR 9-12	5053	3785	3901	4053	4198	4354	4572	4739		
Total	15945	15023	15526	16075	16556	16983	17385	17756		
% of change change +/-		-5.78%	3.35%	3.54%	2.99%	2.58%	2.37%	2.13%		
		-922	503	549	481	427	402	371		

TABLE 5 New Projects - Pupil Projection Cumulative ND 3.6 by Grade Level Updated April 2017											
Uses a 'cohort survival' model assuming 100% of previous year new enrollees move to the next grade level. Kindergarten calculates previous years number plus Current generation based on % of total enrollment. Other factor uses 100% cohort survival, based on 6 year history.	GRADE	2016-17 Actual	2017-18 Projected	2018-19 Projected	2019-20 Projected	2020-21 Projected	2021-22 Projected	2022-23 Projected	2024-25 Projected	2022-23 Projected	2023-24 Projected
	KDG	1237	1281	1331	1383	1430	1474	1516	1557	1575	1593
	1	1210	1292	1342	1395	1441	1485	1528	1569	1587	1605
	2	1300	1242	1331	1383	1430	1473	1516	1558	1576	1593
	3	1317	1321	1270	1359	1406	1450	1492	1534	1552	1569
	4	1237	1341	1351	1302	1387	1430	1472	1513	1531	1548
	5	1199	1260	1370	1381	1326	1408	1451	1492	1509	1526
	K-5	7500	7739	7994	8203	8420	8720	8975	9223	9328	9434
	6	1152	1196	1263	1375	1382	1324	1403	1445	1462	1478
	7	1132	1173	1224	1292	1399	1403	1343	1423	1440	1456
	8	1108	1146	1193	1245	1309	1413	1415	1355	1371	1386
	GR 6-8	3392	3516	3680	3912	4090	4139	4162	4224	4272	4321
	9	1261	1258	1302	1353	1400	1461	1564	1566	1584	1602
10	1248	1273	1275	1323	1367	1411	1471	1573	1591	1609	
11	1318	1239	1270	1275	1317	1358	1401	1460	1476	1493	
12	1226	1396	1323	1357	1356	1395	1435	1478	1494	1511	
GR 9-12	5053	5165	5170	5307	5441	5626	5871	6077	6146	6216	
Total	15945	16420	16844	17421	17951	18485	19009	19525	19746	19970	
% of change change +/-		2.98%	2.58%	3.43%	3.04%	2.97%	2.83%	2.71%	1.14%	1.14%	
		475	424	577	530	534	524	516	222	224	

Buildout Data for Enrollment Projections-April 2017

TABLE 6 New Developments - Pupil Projection Cumulative									
ND3.13A	by Grade Level	Updated April 2017							
Uses a 'cohort survival' model assuming 100% of previous year new enrollees move to the next grade level.	GRADE	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2024-25
		Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	KDG	1237	1191	1202	1224	1241			
	1	1210	1288	1248	1262	1279	1292		
	2	1300	1231	1316	1278	1286	1300	1312	
	3	1317	1319	1256	1342	1299	1303	1316	1327
	4	1237	1347	1354	1294	1375	1328	1331	1343
	5	1199	1261	1377	1386	1320	1398	1350	1353
		7500	7639	7752	7786	7800	6621	5309	4024
	6	1152	1203	1271	1388	1393	1323	1399	1351
	7	1132	1171	1228	1298	1411	1412	1341	1417
	8	1108	1147	1192	1251	1316	1425	1425	1353
		3392	3522	3691	3937	4120	4159	4166	4122
	9	1261	1295	1340	1389	1443	1505	1613	1613
	10	1248	1265	1304	1353	1395	1446	1507	1614
11	1318	1223	1245	1288	1330	1370	1419	1479	
12	1226	1362	1273	1299	1335	1375	1413	1462	
	5053	5144	5162	5328	5504	5697	5952	6168	
	Total	15945	16305	16605	17050	17424			
	% of change		2.26%	1.84%	2.68%	2.19%			
	change +/-		360	300	445	374			

TABLE 7 New Projects - Pupil Projection Cumulative									
ND 3.6A	by Grade Level	Updated April 2017							
Uses a 'cohort survival' model assuming 100% of previous year new enrollees move to the next grade level.	GRADE	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2024-25
		Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	KDG	1237	1191	1202	1224	1241			
	1	1210	1292	1252	1266	1283	1296		
	2	1300	1242	1331	1293	1301	1315	1327	
	3	1317	1321	1270	1359	1316	1320	1333	1345
	4	1237	1341	1351	1302	1387	1340	1343	1355
	5	1199	1260	1370	1381	1326	1408	1361	1363
		7500	7649	7775	7825	7854			
	6	1152	1196	1263	1375	1382	1324	1403	1355
	7	1132	1173	1224	1292	1399	1403	1343	1423
	8	1108	1146	1193	1245	1309	1413	1415	1355
		3392	3516	3680	3912	4090	4139	4162	4134
	9	1261	1258	1302	1353	1400	1461	1564	1566
	10	1248	1273	1275	1323	1367	1411	1171	1573
11	1318	1239	1270	1275	1317	1358	1401	1460	
12	1226	1396	1323	1357	1356	1395	1435	1478	
	5053	5165	5170	5307	5441	5626	5571	6077	
	Total	15945	16330	16625	17043	17385			
	% of change		2.41%	1.81%	2.52%	2.00%			
	change +/-		385	295	418	342			

Appendix A.3 Student Generation Survey

Auburn School District
Development Growth since 1/1/12
April 2017

SINGLE FAMILY

Development Name	Units/ Parcels	Current Occupancy	To Be Occupied	Actual Students				Student Generation Factors			
				Elem	Middle	HS	Total	Elem	Middle	HS	Total
Alicia Glenn	24	24	0	6	7	2	15	0.250	0.292	0.083	0.625
Anthem (formerly Megan's Meadows)	13	9	4	1	1	0	2	0.111	0.111	0.000	0.222
Bridges	386	279	107	46	23	20	89	0.165	0.082	0.072	0.319
Canyon Creek	154	51	103	9	1	6	16	0.176	0.020	0.118	0.314
Kendall Ridge	106	106	0	19	11	10	40	0.179	0.104	0.094	0.377
Lakeland East: Portola	130	130	0	42	18	22	82	0.323	0.138	0.169	0.631
Lakeland: Edgeview	373	373	0	55	12	13	80	0.147	0.032	0.035	0.214
Lakeland Hills Estates	66	66	0	4	3	1	8	0.061	0.045	0.015	0.121
Lakeland: Villas At ...	81	81	0	17	2	3	22	0.210	0.025	0.037	0.272
Monterey Park	239	239	0	43	19	16	78	0.180	0.079	0.067	0.326
Mountain View	55	43	12	10	4	2	16	0.233	0.093	0.047	0.372
Sonata Hills	72	72	0	8	4	3	15	0.111	0.056	0.042	0.208
Sterling Court	8	8	0	2	1	3	6	0.250	0.125	0.375	0.750
Trail Run	169	169	0	55	17	17	89	0.325	0.101	0.101	0.527
Vintage Place	25	25	0	7	6	4	17	0.280	0.240	0.160	0.680
Totals	1901	1675	226	324	129	122	575	0.193	0.077	0.073	0.343

Auburn School District
Development Growth since 1/1/12
April 2017

2017 and beyond

Development Name	Units/ Parcels	Current Occupancy	To Be Occupied
Anderson Acres	14	0	14
Backbone Ridge	7	0	7
Bridle Estates	18	0	18
Hastings 10 *	10	0	10
Hazel Heights	22	0	22
Hazel View	20	0	20
Lakeland: Forest Glen At ..	30	0	30
Lakeland: Park Ridge	256	0	256
Lakeland: River Rock	14	0	14
Pacific Lane	11	0	11
Ridge At Tall Timbers	104	0	104
Spencer Place *	13	0	13
Willow Place *	18	0	18
Yates Plat	16	0	16
	553		553

* currently under construction

Estimated Students Based on Student Generation Factors			
Elem	Middle	HS	Total
3	1	1	5
1	1	1	2
3	1	1	6
2	1	1	3
4	2	2	8
4	2	1	7
6	2	2	10
50	20	19	88
3	1	1	5
2	1	1	4
20	8	8	36
3	1	1	4
3	1	1	6
3	1	1	5
Total	107	43	190

Auburn School District
Development Growth since 1/1/12
April 2017

MULTI FAMILY

Development Name	Units/ Parcels	Current Occupancy	To Be Occupied
Lakeland: Four Lakes Apts	234	234	0
Legend Townhomes	11	11	0
Trail Run Townhomes	115	115	0
	360	360	0

Elem	Middle	HS	Total
15	6	11	32
5	1	1	7
17	4	4	25
37	11	16	64

Student Generation Factors			
Elem	Middle	HS	Total
0.064	0.026	0.047	0.137
0.455	0.091	0.091	0.636
0.148	0.035	0.035	0.217
0.103	0.031	0.044	0.178

2017 and beyond

Promenade Apts * (formerly Auburn Hills)	320	0	320
Sundallen Condos	48	0	48
The Villas at Auburn *	280	0	280
	648		648

	33	10	14	57
	5	1	2	9
	29	9	12	50
Total	67	20	29	115

* currently under construction



FEDERAL WAY PUBLIC SCHOOLS

Each Scholar: A voice. A dream. A **BRIGHT** future.



CAPITAL FACILITIES PLAN 2018

FEDERAL WAY PUBLIC SCHOOLS
2018
CAPITAL FACILITIES PLAN
Adopted July 25, 2017

BOARD OF EDUCATION

Geoffery McAnallo
Claire Wilson
Liz Drake
Carol Gregory
Hiroshi Eto

SUPERINTENDENT

Dr. Tammy Campbell

Prepared by: Sally D. McLean, Chief Finance & Operations Officer
Tanya Nascimento, Student & Demographic Forecaster

TABLE OF CONTENTS

	TABLE OF CONTENTS	1
	INTRODUCTION	2-3
SECTION 1	THE CAPITAL FACILITIES PLAN	
	Introduction	4
	Inventory of Educational Facilities	5
	Inventory of Non-Instructional Facilities	6
	Needs Forecast - Existing Facilities	7
	Needs Forecast - New Facilities	8
	Six Year Finance Plan	9
SECTION 2	MAPS OF DISTRICT BOUNDARIES	
	Introduction	10
	Map - Elementary Boundaries	11
	Map - Middle School Boundaries	12
	Map - High School Boundaries	13
SECTION 3	SUPPORT DOCUMENTATION	
	Introduction	14
	Building Capacities	15-17
	Portable Locations	18-19
	Student Forecast	20-22
	Capacity Summaries	23-27
	King County Impact Fee Calculations	28-30
SECTION 4	SUMMARY OF CHANGES FROM THE 2017 PLAN	31-33

INTRODUCTION

In response to the requirements of the State of Washington Growth Management Act (SHB) 2929 (1990) and ESHB 1025 (1991)), and under the School Impact Fee Ordinances of King County Code 21A, City of Federal Way Ordinance No. 95-249 effective December 21, 1995 as amended, City of Kent Ordinance No.3260 effective March 1996, and the City of Auburn Ordinance No. 5078 effective 1998, Federal Way Public Schools has updated its 2018 Capital Facilities Plan as of May 2017.

This Plan is scheduled for adoption by King County, the City of Kent, City of Federal Way and the City of Auburn and is incorporated in the Comprehensive Plans of each jurisdiction by reference. This plan is also included in the Facilities Plan element of the Comprehensive Plans of each jurisdiction. To date, the City of Des Moines has not adopted a school impact fee ordinance. The City of Des Moines collects school impact fees as part of the SEPA process.

The Growth Management Act requires the County to designate Urban Growth areas within which urban growth can be encouraged. The Growth Management Planning Council adopted and recommended to the King County Council four Urban Growth Area Line Maps with designations for urban centers. A designation was made within the Federal Way planning area, which encompasses Federal Way Public Schools boundaries. King County will encourage and actively support the development of Urban Centers to meet the region's need for housing, jobs, services, culture, and recreation. This Plan's estimated population growth is prepared with this underlying assumption.

This Capital Facilities Plan will be used as documentation for any jurisdiction, which requires its use to meet the needs of the Growth Management Act. This plan is not intended to be the sole planning tool for all of the District needs. The District may prepare interim plans consistent with Board policies or management need.

Construction to replace Federal Way High School and to increase capacity by approximately 200 students has been in progress since 2014. We are currently nearing the completion of this \$106 million project. The District began Phase I in Summer 2014. The newly constructed building, including the majority of the classrooms (Phase II), was ready for use beginning in the 2016-17 school year. The existing cafeteria, gymnasium, and kitchen will continue to be in use during construction. Phase III, demolition of the cafeteria, gymnasium, and kitchen, and construction of athletic fields, will begin this summer and is expected to be completed by Winter 2018.

The District continues to monitor factors that may have an impact on enrollment and capacity at our schools. In accordance with the McCleary decision, the State continues to phase in funding based on a reduction of K-3 class size to 17 and 4-12 class size to 25. Initiative Measure No. 1351 would further reduce these class sizes in schools where more than 50% of students were eligible for free and reduced-price meals in the prior year. Under this measure, class sizes in those schools would be reduced to 15 in grades K-3, 22 in grade 4, and 23 in grades 5-12. The additional class size reductions required by Initiative 1351 would increase our classroom need from 60 to 120 at our Elementary & K-8 schools and add a need for an additional 26 classrooms at our Secondary schools.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

During the 2016-17 school year the District formed a Facilities Planning Committee consisting of District staff, parents, and community members. The Committee was tasked with developing a recommendation to the Superintendent regarding Phase 2 of the District's plan for school construction, remodeling, and/or modernization for voter consideration in November 2017. Through the committee's work a determination was made to recommend the rebuilding of Thomas Jefferson High School, Illahee Middle School, Totem Middle School, Lake Grove Elementary, Mirror Lake Elementary, Olympic View Elementary, Star Lake Elementary, and Wildwood Elementary. In addition to the school projects, the committee is also recommending the modernization of Memorial Stadium, which currently supports athletic activities for all schools. The rebuild of the aforementioned schools will create additional capacity for 960 students at the elementaries and 200 students at the high school. The expanded capacity supplants the need for additional elementary schools.

We will also continue to study school boundaries as new housing and fluctuating populations impact specific schools. Some shifts in boundaries may be required in the coming years. At this time with more than 1,000 unhoused elementary students, boundary adjustments cannot resolve the need for additional capacity. The maps included in this Plan reflect the boundaries for the 2017-18 school year.

SECTION 1 - THE CAPITAL FACILITIES PLAN

The State Growth Management Act requires that several pieces of information be gathered to determine the facilities available and needed to meet the needs of a growing community.

This section provides information about current facilities, existing facility needs, and expected future facility requirements for Federal Way Public Schools. A Financial Plan that shows expected funding for any new construction, portables and modernization listed follows this.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

INVENTORY OF EDUCATIONAL FACILITIES

ELEMENTARY SCHOOLS (K-5)

Adelaide	1635 SW 304 th St	Federal Way	98023
Brigadoon	3601 SW 336 th St	Federal Way	98023
Camelot	4041 S 298 th St	Auburn	98001
Enterprise	35101 5 th Ave SW	Federal Way	98023
Green Gables	32607 47 th Ave SW	Federal Way	98023
Lake Dolloff	4200 S 308 th St	Auburn	98001
Lake Grove	303 SW 308 th St	Federal Way	98023
Lakeland	35827 32 nd Ave S	Auburn	98001
Mark Twain	2450 S Star Lake Rd	Federal Way	98003
Meredith Hill	5830 S 300 th St	Auburn	98001
Mirror Lake	625 S 314 th St	Federal Way	98003
Nautilus (K-8)	1000 S 289 th St	Federal Way	98003
Olympic View	2626 SW 327 th St	Federal Way	98023
Panther Lake	34424 1 st Ave S	Federal Way	98003
Rainier View	3015 S 368 th St	Federal Way	98003
Sherwood Forest	34600 12 th Ave SW	Federal Way	98023
Silver Lake	1310 SW 325 th Pl	Federal Way	98023
Star Lake	4014 S 270 th St	Kent	98032
Sunnycrest	24629 42 nd Ave S	Kent	98032
Twin Lakes	4400 SW 320 th St	Federal Way	98023
Valhalla	27847 42 nd Ave S	Auburn	98001
Wildwood	2405 S 300 th St	Federal Way	98003
Woodmont (K-8)	26454 16 th Ave S	Des Moines	98198

MIDDLE SCHOOLS (6-8)

Federal Way Public Academy (6-10)	34620 9 th Ave S	Federal Way	98003
Illahee	36001 1 st Ave S	Federal Way	98003
Kilo	4400 S 308 th St	Auburn	98001
Lakota	1415 SW 314 th St	Federal Way	98023
Sacajawea	1101 S Dash Point Rd	Federal Way	98003
Sequoyah	3450 S 360 th ST	Auburn	98001
Totem	26630 40 th Ave S	Kent	98032
TAF@ @ Saghalie (6-12)	33914 19 th Ave SW	Federal Way	98023

HIGH SCHOOLS (9-12)

Decatur	2800 SW 320 th St	Federal Way	98023
Federal Way	30611 16 th Ave S	Federal Way	98003
Thomas Jefferson	4248 S 288 th St	Auburn	98001
Todd Beamer	35999 16 th Ave S	Federal Way	98003
Career Academy at Truman	31455 28 th Ave S	Federal Way	98003

ADDITIONAL SCHOOLS

Internet Academy (K-12)	31455 28 th Ave S	Federal Way	98003
Employment Transition Program (12+)	33250 21 st Ave SW	Federal Way	98023
Federal Way Open Doors	31455 28 th Ave S	Federal Way	98003

CURRENT INVENTORY NON-INSTRUCTIONAL FACILITIES

Developed Property

Central Kitchen	1214 S 332 nd	Federal Way	98003
Federal Way Memorial Field	1300 S 308 th St	Federal Way	98003
Educational Services Center	33330 8 th Ave S	Federal Way	98003
Support Services Center	1211 S 332 nd St	Federal Way	98003

Leased Property

Early Learning Center at Uptown Square	1066 S 320 th St	Federal Way	98003
--	-----------------------------	-------------	-------

Undeveloped Property

Site #	Location
--------	----------

- 75 SW 360th Street & 3rd Avenue SW – 9.2 Acres
- 65 S 351st Street & 52nd Avenue S – 8.8 Acres
- 60 E of 10th Avenue SW - SW 334th & SW 335th Streets - 10.04 Acres
- 73 N of SW 320th and east of 45th PL SW – 23.45 Acres
- 71 S 344th Street & 46th Avenue S - 17.47 Acres
- 82 1st Way S and S 342nd St – Minimal acreage
- 96 S 308th St and 14th Ave S – .36 Acres

Notes:

Not all undeveloped properties are large enough to meet school construction requirements. Properties may be traded or sold depending on what locations are needed to house students in the District.

NEEDS FORECAST - EXISTING FACILITIES

PHASE	EXISTING FACILITY	FUTURE NEEDS	ANTICIPATED SOURCE OF FUNDS
On-going	Purchase and Relocate Portables	Interim Capacity	Anticipated source of funds is Impact Fees.
II	Thomas Jefferson High School	Replace Existing Building, Increase Capacity	Capital bond request
II	Illahee Middle School	Replace Existing Building	Capital bond request
II	Totem Middle School	Replace Existing Building	Capital bond request
II	Lake Grove Elementary	Replace Existing Building, Increase Capacity	Capital bond request
II	Mirror Lake Elementary	Replace Existing Building, Increase Capacity	Capital bond request
II	Olympic View K-8 School	Replace Existing Building, Increase Capacity	Capital bond request
II	Star Lake Elementary	Replace Existing Building, Increase Capacity	Capital bond request
II	Wildwood Elementary	Replace Existing Building, Increase Capacity	Capital bond request
II	Memorial Stadium	Replace Existing Facility	Capital bond request
III	Decatur High School	Replace Existing Building, Increase Capacity	TBD
III	Kilo Middle School	Replace Existing Building	TBD
III	Sacajawea Middle School	Replace Existing Building	TBD
III	Adelaide Elementary	Replace Existing Building, Increase Capacity	TBD
III	Brigadoon Elementary	Replace Existing Building, Increase Capacity	TBD
III	Camelot Elementary	Replace Existing Building, Increase Capacity	TBD
III	Lake Dolloff Elementary	Replace Existing Building, Increase Capacity	TBD
III	Mark Twain Elementary	Replace Existing Building, Increase Capacity	TBD
III	Nautilus K-8 School	Replace Existing Building, Increase Capacity	TBD
III	Twin Lakes Elementary	Replace Existing Building, Increase Capacity	TBD
III	Woodmont K-8 School	Replace Existing Building, Increase Capacity	TBD

As part of the multi-phase plan, the District intends to increase capacity for elementary and high school students with expansion at the Thomas Jefferson, Lake Grove, Mirror Lake, Olympic View, Star Lake, and Wildwood sites. Increased capacity at the five elementary schools listed and additional elementary schools in later phases, supplant the need for construction of a twenty-fourth elementary school. Only projects in Phase II with plans to increase capacity are included in the impact fee calculation for this plan.

NEEDS FORECAST - ADDITIONAL FACILITIES

NEW FACILITY	LOCATION	ANTICIPATED SOURCE OF FUNDS
--------------	----------	-----------------------------

No current plans for additional facilities.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

Six Year Finance Plan

Secured Funding

Sources	
Impact Fees (1)	(\$308,593)
Land Sale Funds (2)	(\$4,468,978)
Bond or Levy Funds (3)	\$7,599,847
School Construction Assistance Program (SCAP) (4)	\$10,549,488
TOTAL	\$13,371,764

Projected Revenue

Sources	
School Construction Assistance Program (SCAP) (5)	\$116,000,000
Levy Funds (6)	\$20,000,000
Bond Funds (7)	\$304,000,000
Land Fund Sales (8)	\$0
Impact Fees (9)	\$1,400,000
TOTAL	\$441,400,000

Actual and Planned Expenditures

Total Secured Funding and Projected Revenue	\$454,771,764
--	----------------------

NEW SCHOOLS	Estimated and Prior Years	Budget 2017-18	2018 2018-19	2019 2019-20	2020 2020-21	2021 2021-22	2022 2022-23	2023 2023-24	Total 2017-2023	Total Cost
MODERNIZATION AND EXPANSION										
Federal Way High School (10)	\$76,000,000	\$20,000,000	\$10,000,000						\$30,000,000	\$106,000,000
Lake Grove Elementary (11)		\$13,800,000	\$13,800,000						\$27,600,000	\$27,600,000
Mirror Lake Elementary (11)		\$13,800,000	\$13,800,000						\$27,600,000	\$27,600,000
Star Lake Elementary (11)		\$13,800,000	\$13,800,000						\$27,600,000	\$27,600,000
Wildwood Elementary (11)		\$13,800,000	\$13,800,000						\$27,600,000	\$27,600,000
Olympic View K-8 School (11)			\$14,700,000	\$14,700,000	\$14,700,000				\$44,100,000	\$44,100,000
Thomas Jefferson High School (11)					\$37,500,000	\$37,500,000	\$37,500,000	\$37,500,000	\$149,500,000	\$149,500,000
SITE ACQUISITION										
Norman Center (Employment Transition Program) (12)	\$1,425,000	\$225,000	\$235,000	\$235,000					\$695,000	\$2,120,000
TEMPORARY FACILITIES										
Portables (13)		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,400,000	\$1,400,000
TOTAL	\$77,425,000	\$75,625,000	\$80,335,000	\$15,135,000	\$52,400,000	\$37,700,000	\$37,700,000	\$37,200,000	\$336,095,000	\$413,520,000

NOTES:

- These fees are currently being held in a King County, City of Federal Way and City of Kent impact fee account, and will be available for use by the District for system improvements. This is year end balance on 12/31/16.
- This is year end balance on 12/31/16.
- This is the 12/31/16 balance of bond funds and capital levy funds. This figure includes interest earnings.
- This represents the balance of SCAP which will be used to support the rebuilding of Federal Way High School. This is the balance on 12/31/16.
- This is remaining anticipated SCAP for the rebuilding of Federal Way High School. Application for funds was made in July 2013. Also included is the anticipated SCAP for projects included in the upcoming bond measure.
- These include \$30m of the \$60m six-year levy approved in November 2012.
- In November 2017, the District will have a \$450m bond measure on the ballot for voter consideration. The amount included in the finance plan is for those projects which will create additional capacity.
- Projected sale of surplus properties.
- These are projected fees based upon anticipated residential developments in the District, \$25,000 per month over the next 6 years.
- Project budget has been adjusted to match current project cost estimates.
- Project budgets based on current cost estimates.
- Norman Center was purchased in 2010 to house the Employment Transition Program. The \$2.1m purchase has been financed through a state approved LOCAL program through 2020.
- These fees represent the cost of purchasing and installing new portables. The portable expenditure in future years may replace existing portables that are not functional. These may not increase capacity and are not included in the capacity summary.

SECTION 2 - MAPS OF DISTRICT BOUNDARIES

Federal Way Public Schools has twenty-one elementary schools (grades K-5), two schools with a K-8 grade configuration, six middle school schools (grades 6-8), four high schools (grades 9-12) and two small secondary schools. The Federal Way Public Academy serves students in grades 6-10. The programs at Career Academy at Truman High School serves students in grades 9-12. In addition to these programs, TAFE @ Saghalee serves students in grades 6-12 who reside within the service area.

The following maps show the service area boundaries for each school, by school type. (Career Academy at Truman High School and Federal Way Public Academy serve students from throughout the District). The identified boundaries are reviewed annually. Any change in grade configuration or adoption of programs that affect school populations may necessitate a change in school service areas.

The Growth Management Act requires that a jurisdiction evaluate if the public facility infrastructure is in place to handle new housing developments. In the case of most public facilities, new development has its major impact on the facilities immediately adjacent to that development. School Districts are different. If the District does not have permanent facilities available, interim measures must be taken until new facilities can be built or until boundaries can be adjusted to match the population changes to the surrounding facilities.

Adjusting boundaries requires careful consideration by the District and is not taken lightly. It is recognized that there is a potential impact on students who are required to change schools. Boundary adjustments impact the whole district, not just one school.

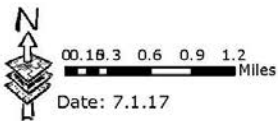
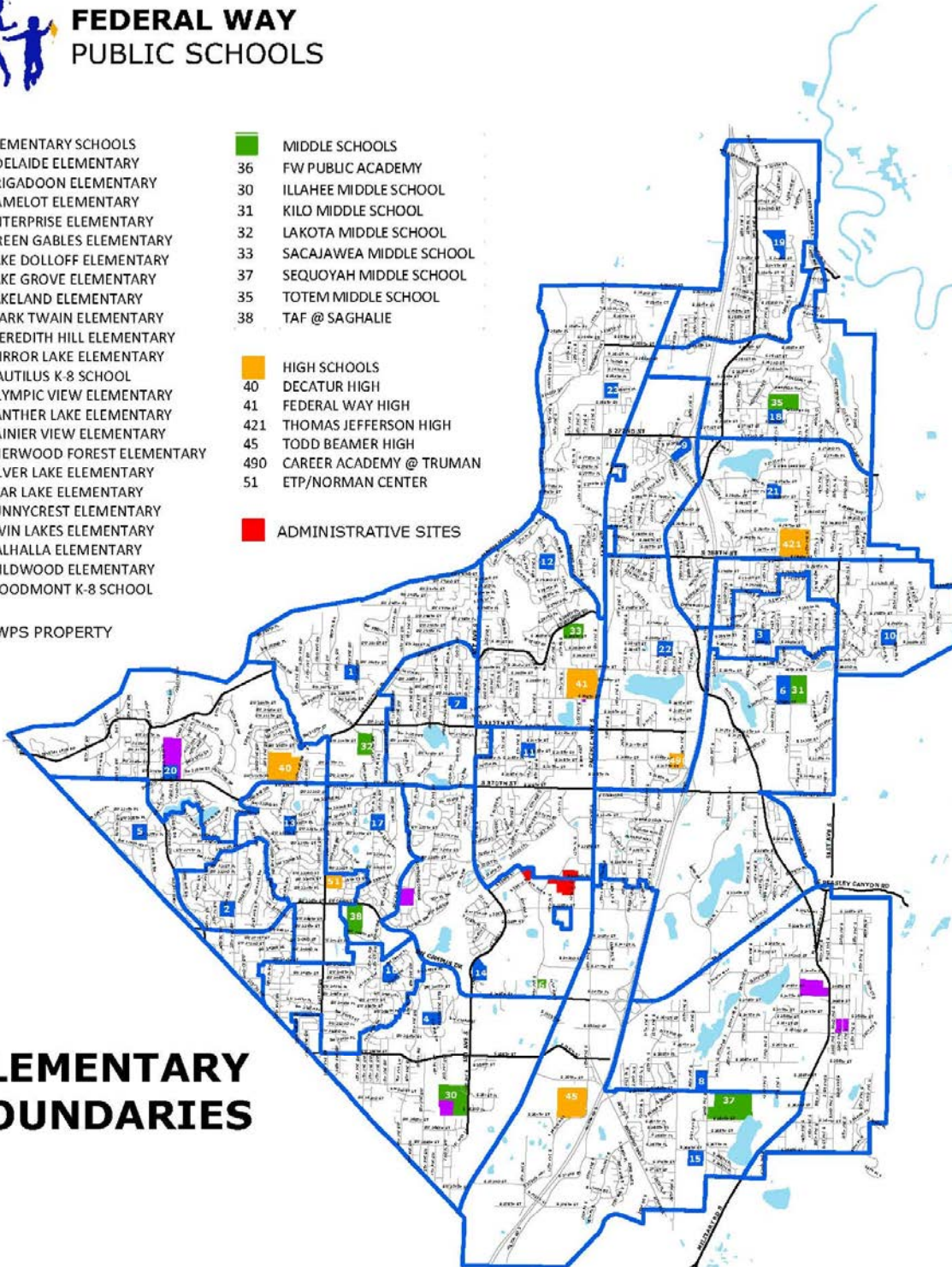
It is important to realize that a single housing development does not require the construction of a complete school facility. School districts are required to project growth throughout the district and build or adjust boundaries based on growth throughout the district, not just around a single development.



**FEDERAL WAY
PUBLIC SCHOOLS**

- | | |
|--|---|
| ■ ELEMENTARY SCHOOLS | ■ MIDDLE SCHOOLS |
| 1 ADELAIDE ELEMENTARY | 36 FW PUBLIC ACADEMY |
| 2 BRIGADOON ELEMENTARY | 30 ILLAHEE MIDDLE SCHOOL |
| 3 CAMELOT ELEMENTARY | 31 KILO MIDDLE SCHOOL |
| 4 ENTERPRISE ELEMENTARY | 32 LAKOTA MIDDLE SCHOOL |
| 5 GREEN GABLES ELEMENTARY | 33 SACAJAWEA MIDDLE SCHOOL |
| 6 LAKE DOLLOFF ELEMENTARY | 37 SEQUOYAH MIDDLE SCHOOL |
| 7 LAKE GROVE ELEMENTARY | 35 TOTEM MIDDLE SCHOOL |
| 8 LAKELAND ELEMENTARY | 38 TAF @ SAGHALIE |
| 9 MARK TWAIN ELEMENTARY | |
| 10 MEREDITH HILL ELEMENTARY | ■ HIGH SCHOOLS |
| 11 MIRROR LAKE ELEMENTARY | 40 DECATUR HIGH |
| 12 NAUTILUS K-8 SCHOOL | 41 FEDERAL WAY HIGH |
| 13 OLYMPIC VIEW ELEMENTARY | 421 THOMAS JEFFERSON HIGH |
| 14 PANTHER LAKE ELEMENTARY | 45 TODD BEAMER HIGH |
| 15 RAINIER VIEW ELEMENTARY | 490 CAREER ACADEMY @ TRUMAN |
| 16 SHERWOOD FOREST ELEMENTARY | 51 ETP/NORMAN CENTER |
| 17 SILVER LAKE ELEMENTARY | |
| 18 STAR LAKE ELEMENTARY | ■ ADMINISTRATIVE SITES |
| 19 SUNNYCREST ELEMENTARY | |
| 20 TWIN LAKES ELEMENTARY | |
| 21 VALHALLA ELEMENTARY | |
| 22 WILDWOOD ELEMENTARY | |
| 23 WOODMONT K-8 SCHOOL | |
| ■ FWPS PROPERTY | |

**ELEMENTARY
BOUNDARIES**





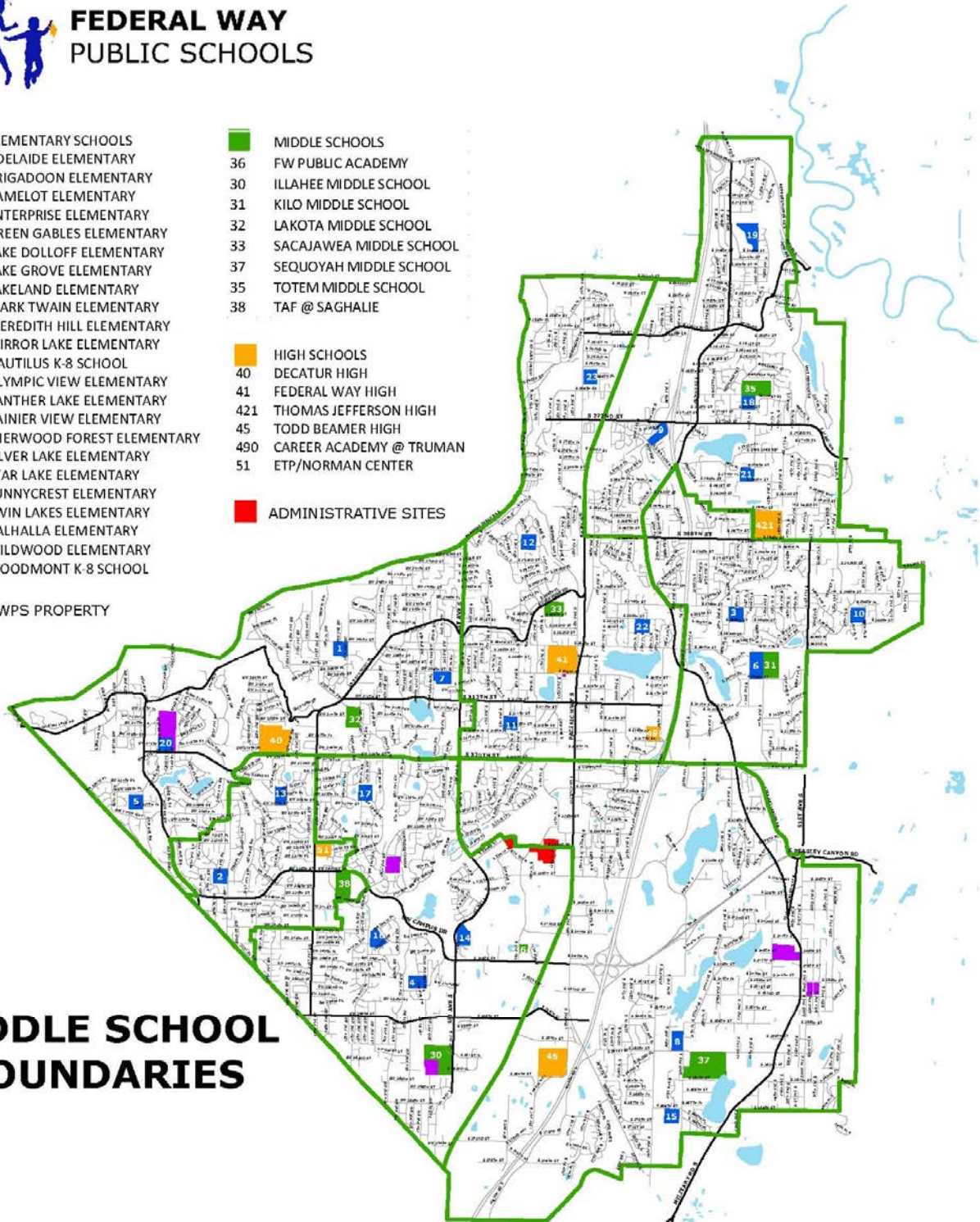
- ELEMENTARY SCHOOLS
- 1 ADELAIDE ELEMENTARY
- 2 BRIGADOON ELEMENTARY
- 3 CAMELOT ELEMENTARY
- 4 ENTERPRISE ELEMENTARY
- 5 GREEN GABLES ELEMENTARY
- 6 LAKE DOLLOFF ELEMENTARY
- 7 LAKE GROVE ELEMENTARY
- 8 LAKELAND ELEMENTARY
- 9 MARK TWAIN ELEMENTARY
- 10 MEREDITH HILL ELEMENTARY
- 11 MIRROR LAKE ELEMENTARY
- 12 NAUTILUS K-8 SCHOOL
- 13 OLYMPIC VIEW ELEMENTARY
- 14 PANTHER LAKE ELEMENTARY
- 15 RAINIER VIEW ELEMENTARY
- 16 SHERWOOD FOREST ELEMENTARY
- 17 SILVER LAKE ELEMENTARY
- 18 STAR LAKE ELEMENTARY
- 19 SUNNYCREST ELEMENTARY
- 20 TWIN LAKES ELEMENTARY
- 21 VALHALLA ELEMENTARY
- 22 WILDWOOD ELEMENTARY
- 23 WOODMONT K-8 SCHOOL

- MIDDLE SCHOOLS
- 36 FW PUBLIC ACADEMY
- 30 ILLAHEE MIDDLE SCHOOL
- 31 KILO MIDDLE SCHOOL
- 32 LAKOTA MIDDLE SCHOOL
- 33 SACAJAWEA MIDDLE SCHOOL
- 37 SEQUOYAH MIDDLE SCHOOL
- 35 TOTEM MIDDLE SCHOOL
- 38 TAF @ SAGHALIE

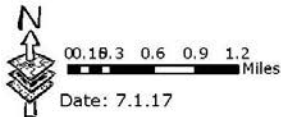
- HIGH SCHOOLS
- 40 DECATUR HIGH
- 41 FEDERAL WAY HIGH
- 421 THOMAS JEFFERSON HIGH
- 45 TODD BEAMER HIGH
- 490 CAREER ACADEMY @ TRUMAN
- 51 ETP/NORMAN CENTER

- ADMINISTRATIVE SITES

- FWPS PROPERTY



MIDDLE SCHOOL BOUNDARIES





- ELEMENTARY SCHOOLS
- 1 ADELAIDE ELEMENTARY
- 2 BRIGADOON ELEMENTARY
- 3 CAMELOT ELEMENTARY
- 4 ENTERPRISE ELEMENTARY
- 5 GREEN GABLES ELEMENTARY
- 6 LAKE DOLLOFF ELEMENTARY
- 7 LAKE GROVE ELEMENTARY
- 8 LAKELAND ELEMENTARY
- 9 MARK TWAIN ELEMENTARY
- 10 MEREDITH HILL ELEMENTARY
- 11 MIRROR LAKE ELEMENTARY
- 12 NAUTILUS K-8 SCHOOL
- 13 OLYMPIC VIEW ELEMENTARY
- 14 PANTHER LAKE ELEMENTARY
- 15 RAINIER VIEW ELEMENTARY
- 16 SHERWOOD FOREST ELEMENTARY
- 17 SILVER LAKE ELEMENTARY
- 18 STAR LAKE ELEMENTARY
- 19 SUNNYCREST ELEMENTARY
- 20 TWIN LAKES ELEMENTARY
- 21 VALHALLA ELEMENTARY
- 22 WILDWOOD ELEMENTARY
- 23 WOODMONT K-8 SCHOOL

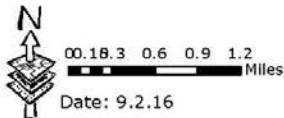
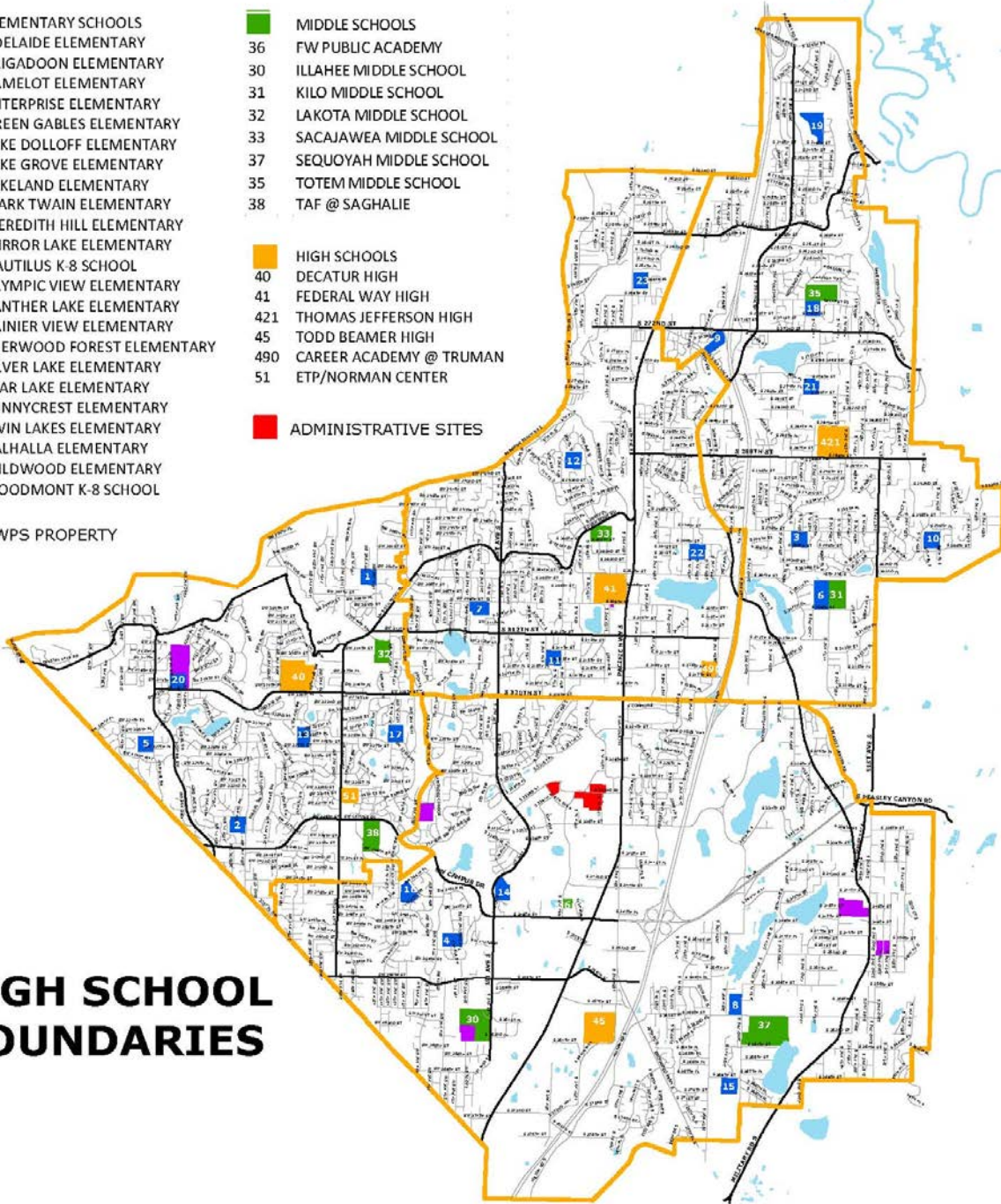
- MIDDLE SCHOOLS
- 36 FW PUBLIC ACADEMY
- 30 ILLAHEE MIDDLE SCHOOL
- 31 KILO MIDDLE SCHOOL
- 32 LAKOTA MIDDLE SCHOOL
- 33 SACAJAWEA MIDDLE SCHOOL
- 37 SEQUOYAH MIDDLE SCHOOL
- 35 TOTEM MIDDLE SCHOOL
- 38 TAF @ SAGHALIE

- HIGH SCHOOLS
- 40 DECATUR HIGH
- 41 FEDERAL WAY HIGH
- 421 THOMAS JEFFERSON HIGH
- 45 TODD BEAMER HIGH
- 490 CAREER ACADEMY @ TRUMAN
- 51 ETP/NORMAN CENTER

- ADMINISTRATIVE SITES

- FWPS PROPERTY

HIGH SCHOOL BOUNDARIES



SECTION 3 - SUPPORT DOCUMENTATION

Building Capacities - The Education Program

Portable Locations

Student Forecast – 2018 through 2024

Capacity Summaries

King County Impact Fees - Single and Multi-Family Units

Building Capacities

This Capital Facilities Plan establishes the District’s “standard of service” in order to ascertain the District’s current and future capacity. The Superintendent of Public Instruction establishes square footage guidelines for capacity, but these guidelines do not take into consideration the education program needs.

In general, the District’s current target class size provides that the average class size for a standard classroom for grades K through 3 should be 17 students to comply with McCleary. In grades 4-5 the target is 25 students. For grades 6 to 12 the target class size is 26 students. Classrooms for students with Individualized Education Program (Special Education) needs are calculated at 12 seats per classroom.

Historically, the District has used the OSPI square footage calculation as a baseline for capacity calculation and made adjustments for specific program needs. The District will continue to use this calculation for determining capacity at our middle and high schools. However, with the implementation of McCleary which requires a significant reduction in K-3 class sizes, elementary capacity, in this Plan, will be calculated based on the number of classroom spaces, the number of students assigned to each classroom and the extent of support facilities available for students, staff, parents, and the community.

Class Size Guidelines	FWPS Historical “Standard of Service”	HB2661/SHB2776 Enacted Law	Square Footage Guideline
Kindergarten	20	17	25-28
Grades 1-2	20	17	25-28
Grade 3	25	17	28
Grades 4-5	25	25	28

For the purposes of determining student capacity at individual schools, the following list clarifies adjustments to classroom spaces and the OSPI calculation.

Special Education Resource Rooms:

Each middle school requires the use of a standard classroom(s) for special education students requiring instruction to address specific disabilities.

English as a Second Language Programs:

Each middle school and high school requires the use of a standard classroom for students learning English as a second language.

Middle School Computer Labs:

Each middle school has computer labs, except Totem Middle School. Wireless access has been installed at all secondary schools. If additional classroom space is needed, these computer labs may be converted to mobile carts.

High School Career Development and Learning Center (Resource) Room:

Each high school provides special education resource room and career development classrooms for students requiring instruction to address specific disabilities.

Preschool/ECEAP/Headstart:

Our district currently offers preschool programs for both special needs & typically developing students at 9 elementary schools. We also have the ECEAP and Headstart program at 6 schools (4 elementary & 3 high schools). These programs decrease capacity at those sites. The District has recently leased space to expand or possibly relocate existing preschool programs.

Alternative Learning Experience:

Federal Way offers students the opportunity to participate in an Alternative Learning Experience through our Internet Academy. These students have never been included in the capacity calculation of unhoused students.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

**ELEMENTARY BUILDING
PROGRAM CAPACITY**

School Name	Headcount
Adelaide	353
Brigadoon	299
Camelot	277
Enterprise	345
Green Gables	401
Lake Dolloff	400
Lake Grove	353
Lakeland	371
Mark Twain	430
Meredith Hill	375
Mirror Lake	262
Nautilus (K-8)	466
Olympic View	353
Panther Lake	347
Rainier View	405
Sherwood Forest	390
Silver Lake	400
Star Lake	337
Sunnycrest	405
Twin Lakes	341
Valhalla	406
Wildwood	372
Woodmont (K-8)	357
TOTAL	8,445

Elementary Average	367
---------------------------	------------

**MIDDLE SCHOOL BUILDING
PROGRAM CAPACITY**

School Name	Headcount	FTE
Illahee	855	864
Kilo	779	787
Lakota	786	794
Sacajawea	694	701
Sequoyah	585	591
Totem	795	803
TAFA @ Saghalie	598	604
Federal Way Public Academy	183	185
TOTAL	5,275	5,329

*Middle School Average	727	735
-------------------------------	------------	------------

**HIGH SCHOOL BUILDING
PROGRAM CAPACITY**

School Name	Headcount	FTE
Decatur	1243	1,329
Federal Way	1684	1,801
Thomas Jefferson	1224	1,309
Todd Beamer	1085	1,160
TAFA @ Saghalie	155	166
Career Academy at Truman	159	170
Federal Way Public Academy	116	124
Employment Transition Program	48	51
TOTAL	5,714	6,111

*High School Average	1,309	1,400
-----------------------------	--------------	--------------

Notes:

* Federal Way Public Academy, Career Academy at Truman High School, Employment Transition Program and TAFA @ Saghalie for the high school school grade span (9-12) are non-boundary schools. These schools are not used in the calculated averages.

Portable Locations

The Washington State Constitution requires the State to provide each student a basic education. It is not an efficient use of District resources to build a school with a capacity for 500 students due to lack of space for 25 students when enrollment fluctuates throughout the year and from year to year.

Portables are used as interim measures to house students when increasing population impacts a school attendance area. Portables may also be required to house students when new or changing programs require additional capacity. They also provide housing for students until permanent facilities can be financed and constructed. When permanent facilities become available, the portable(s) is either used for other purposes such as storage or child care programs, or moved to another school for an interim classroom. Some portables may not be fit to move due to age or physical condition. In these cases, the District may choose to buy new portables and surplus these unfit portables.

The following page provides a list of the location of the portable facilities, used for educational facilities by Federal Way Public Schools.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

PORTABLE LOCATIONS

PORTABLES LOCATED AT ELEMENTARY SCHOOLS

	INS TRUCTIONAL	NON INS TRUCTIONAL*
Adelaide	1	2
Brigadoon		1
Camelot	1	
Enterprise	2	1
Green Gables		1
Lake Dolloff	1	1
Lake Grove		2
Lakeland		
Mark Twain	3	
Meredith Hill	1	2
Mirror Lake	6	4
Nautilus	1	2
Olympic View	1	1
Panther Lake	3	1
Rainier View	4	1
Sherwood Forest	3	1
Silver Lake	1	3
Star Lake	3	1
Sunnycrest	6	
Twin Lakes	1	2
Valhalla	4	
Wildwood	4	
Woodmont	3	
TOTAL	49	26

PORTABLES LOCATED AT HIGH SCHOOLS

	INS TRUCTIONAL	NON INS TRUCTIONAL
Decatur	8	1
Federal Way		
Thomas Jefferson	10	
Todd Beamer	8	
TOTAL	26	1

PORTABLES LOCATED AT SUPPORT FACILITIES

MOT	
TDC	9
Former TAFA	20
TOTAL	29

DISTRICT PORTABLES IN USE FOR ECEAP AND/OR HEADSTART

Sherwood Forest	1
Total	1

PORTABLES LOCATED AT MIDDLE SCHOOLS

	INS TRUCTIONAL	NON INS TRUCTIONAL
Ilahaee		3
Kilo		7
Lakota		
Sacajawea	3	
Sequoyah	2	
Totem		
TAFA @ Saghalee		4
TOTAL	5	14

*Non-instructional portables at Lake Dolloff, Mirror Lake, and Nautilus will be in use as Instructional portables in the 2017-18 school year.

Student Forecast

Student enrollment projections are a basic component of budget development. Enrollment projections influence many of the financial estimates that go into budget preparation. The majority of staffing requirements are derived directly from the forecasted number of students. Allocations for instructional supplies and materials are also made on the basis of projected enrollment. Other expenditures and certain revenue projections are directly related to enrollment projections.

Enrollment projections are completed annually in the Business Services Department. Projections must be detailed at various levels, district total, school-building totals, grade level and program level to include vocational and special education students.

The basis of projections has been cohort survival analysis. Cohort survival is the analysis of a group that has a common statistical value (grade level) as it progresses through time. In a stable population the cohort would be 1.00 for all grades. This analysis uses historical information to develop averages and project the averages forward. This method does not trace individual students; it is concerned with aggregate numbers in each grade level. The district has used this method with varying years of history and weighted factors to study several projections. Because transfers in and out of the school system are common, student migration is factored into the analysis as it increases or decreases survival rates. Entry grades (kindergarten) are a unique problem in cohort analysis. The district collects information on birth rates within the district's census tracts, and treats these statistics as a cohort for kindergarten enrollment in the appropriate years.

The Federal Way School District is using various statistical methods for projecting student enrollments. The resultant forecasted enrollments are evaluated below.

The first method is a statistical cohort analysis that produces ten distinct forecasts. These are forecast of enrollment for one year. The projections vary depending on the number of years of historical information and how they are weighted.

A second method is a projection using an enrollment projection software package that allows the user to project independently at school or grade level and to aggregate these projections for the district level. The Enrollment Master™ software provides statistical methods including trend line, standard grade progression (cohort) and combinations of these methods. This software produces a five-year projection of school enrollment.

In December 2012, the District contracted a demographer to develop projections for the Federal Way School District. The report was complete in March 2013. The model used to forecast next year's enrollment uses cohort survival rates to measure grade to grade growth, assumes market share losses to private schools (consistent with county-wide average), assumes growth from new housing or losses due to net losses from migration. This forecast was provided as a range of three projections. The long-range forecast provided with this report used a model with cohort survival rates and growth rates based on projected changes in the 5-19 age group for King County. Most of the methods used for long range enrollment reporting assume that enrollment is a constant percent of

something else (e.g. population) or that enrollment will mirror some projected trend for the school-age population over time. The report included 5 different calculations to provide a range of possible projections for the District to the year 2023. This model produces a projection that is between 23,000 and 24,000 when applied to the low, medium and high range modes. This provides a reasonable range for long-range planning and is consistent with estimates from various models. An update to the District projections was provided in December 2016.

Long-range projections that establish the need for facilities are a modification of the cohort survival method. The cohort method of analysis becomes less reliable the farther out the projections are made. The Federal Way School District long-range projections are studied annually. The study includes information from the jurisdictional demographers as they project future housing and population in the region. The long-range projections used by Federal Way Public Schools reflect a similar age trend in student populations as the projections published by the Office of Financial Management for the State of Washington.

Near term projections assume some growth from new housing, which is offset by current local economic conditions. The District tracks new development from five permitting jurisdictions. Long range planning assumes a student yield from proposed new housing consistent with historical growth patterns.

Growth Management requires jurisdictions to plan for a minimum of twenty years. The Federal Way School District is a partner in this planning with the various jurisdictions comprising the school district geography. These projections create a vision of the school district community in the future.

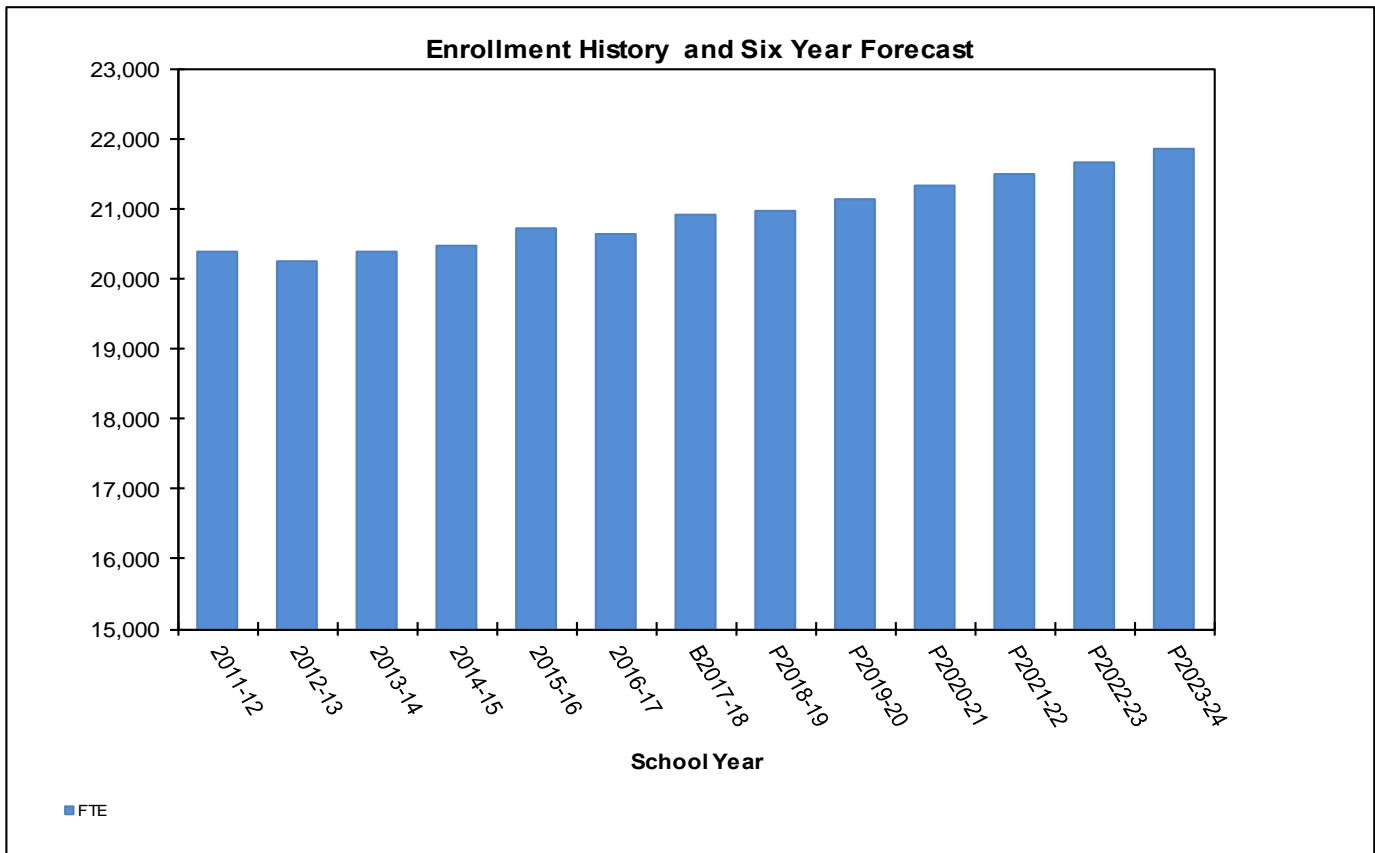
FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

Full Time Equivalent Enrollment History and Projections

Simplified FTE (K Headcount = .5 FTE; Middle School FTE=.99 Headcount; High School FTE = .935Headcount)

Calendar Yr	School Year	Elementary	Middle School	High School	Total K -12 FTE	Percent Change
2012	2011-12	8,800	5,134	6,448	20,382	
2013	2012-13	8,914	4,963	6,367	20,244	-0.7%
2014	2013-14	9,230	4,801	6,354	20,384	0.7%
2015	2014-15	9,177	4,884	6,402	20,462	0.4%
2016	2015-16	9,397	5,047	6,273	20,717	1.2%
2017	2016-17	9,589	4,986	6,063	20,638	-0.4%
2018	<i>B2017-18</i>	9,748	5,105	6,063	20,916	1.3%
2019	<i>P2018-19</i>	9,621	5,166	6,178	20,965	0.2%
2020	<i>P2019-20</i>	9,561	5,422	6,149	21,132	0.8%
2021	<i>P2020-21</i>	9,615	5,496	6,209	21,320	0.9%
2022	<i>P2021-22</i>	9,725	5,421	6,359	21,505	0.9%
2023	<i>P2022-23</i>	9,806	5,294	6,548	21,648	0.7%
2024	<i>P2023-24</i>	9,880	5,270	6,689	21,839	0.9%

Elementary K-5 Middle School 6-8 High School 9-12



Capacity Summaries

All Grades, Elementary, Middle School, and High Schools

The Capacity Summaries combine Building Capacity information, Portable Capacity information and the Student Forecast information. The result demonstrates the requirements for new or remodeled facilities and why there is a need for the District to use temporary facilities or interim measures.

The District has recently adjusted its capacity calculation method for Elementary schools to better show capacity needed to comply with the K-3 Class Size Reduction. This adjustment is also shown in the portable capacity calculation. In order to allow for flexibility in portable usage the District will use an average class size calculation of 21 for each Elementary portable and an average class size of 25 for each Middle and High School portable.

The information is organized in spreadsheet format, with a page summarizing the entire District, and then evaluating capacity vs. number of students at elementary, middle school, and high school levels individually.

The notes at the bottom of each spreadsheet provide information about what facilities are in place each year.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

CAPACITY SUMMARY - ALL GRADES

	Budget	-- Projected --						
Calendar Year	2017	2018	2019	2020	2021	2022	2023	
School Year	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
CAPACITY								
BUILDING PROGRAM								
HEADCOUNT CAPACITY	19,451	19,451	19,451	19,451	20,091	20,251	20,251	
FTE CAPACITY	19,822	19,822	19,822	19,822	19,822	19,822	19,822	
Add Capacity				640	160			
Adjusted Program Headcount Capacity	19,451	19,451	19,451	20,091	20,251	20,251	20,251	
Adjusted Program FTE Capacity	19,822	19,822	19,822	20,462	19,982	19,822	19,822	

ENROLLMENT

Basic FTE Enrollment	20,916	20,965	21,132	21,320	21,505	21,648	21,839
Internet Academy Enrollment (AAFTE)	(315)	(315)	(315)	(315)	(315)	(315)	(315)
Basic FTE Enrollment without Internet Academy	20,601	20,650	20,817	21,005	21,190	21,333	21,524

SURPLUS OR (UNHOUSED) PROGRAM FTE CAPACITY	(779)	(828)	(995)	(543)	(1,208)	(1,511)	(1,702)
---	--------------	--------------	--------------	--------------	----------------	----------------	----------------

RELOCATABLE CAPACITY

Current Portable Capacity	2,129	2,171	2,171	2,171	1,898	1,877	1,877
Add New Portable Capacity	42						
Subtract Portable Capacity				(273)	(21)		
Adjusted Portable Capacity	2,171	2,171	2,171	1,898	1,877	1,877	1,877

SURPLUS OR (UNHOUSED) PROGRAM AND RELOCATABLE CAPACITY	1,392	1,343	1,176	1,355	669	366	175
---	--------------	--------------	--------------	--------------	------------	------------	------------

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

CAPACITY SUMMARY - ELEMENTARY SCHOOLS

CAPACITY	Budget		-- Projected --					
	Calendar Year	2017	2018	2019	2020	2021	2022	2023
	School Year	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
BUILDING PROGRAM								
HEAD COUNT CAPACITY	8,462	8,462	8,462	8,462	9,102	9,262	9,262	9,262
FTE CAPACITY	8,462	8,462	8,462	8,462	9,102	9,262	9,262	9,262
Add/Subtract capacity total								
Add capacity at:								
Lake Grove				160				
Mirror Lake				205				
Olympic View					160			
Star Lake				145				
Wildwood				130				
Adjusted Program Headcount Capacity	8,462	8,462	8,462	9,102	9,262	9,262	9,262	9,262
Adjusted Program FTE Capacity	8,462	8,462	8,462	9,102	9,262	9,262	9,262	9,262

ENROLLMENT

Basic FTE Enrollment	9,748	9,621	9,561	9,615	9,725	9,806	9,880
Internet Academy (AAFTE) ¹	(36)	(36)	(36)	(36)	(36)	(36)	(36)
Basic FTE Enrollment without Internet Academy	9,712	9,585	9,525	9,579	9,689	9,770	9,844

SURPLUS OR (UNHOUSED) PROGRAM CAPACITY	(1,250)	(1,123)	(1,063)	(477)	(427)	(508)	(582)
---	----------------	----------------	----------------	--------------	--------------	--------------	--------------

RELOCATABLE CAPACITY²

Current Portable Capacity	1,029	1,071	1,071	1,071	798	777	777
Add/Subtract portable capacity							
Add portable capacity at:							
Nautilus	42						
Subtract portable capacity at:							
Mirror Lake				(126)			
Olympic View					(21)		
Star Lake				(63)			
Wildwood				(84)			
Adjusted Portable Capacity	1,071	1,071	1,071	798	777	777	777

SURPLUS OR (UNHOUSED) PROGRAM AND RELOCATABLE CAPACITY	(179)	(52)	8	321	350	269	195
---	--------------	-------------	----------	------------	------------	------------	------------

NOTES:

- Internet Academy students are included in projections but do not require full time use of school facilities.
- Relocatable Capacity is based on the number of portables available and other administrative techniques which can be used to temporarily house students until permanent facilities are available. This is a calculated number only. The actual number of portables that will be used will be based on actual student population needs. The District may begin to pull portables from the instructional inventory. Age and condition of the portables will determine feasibility for continued instructional use.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

CAPACITY SUMMARY - MIDDLE SCHOOLS

CAPACITY	Budget		-- Projected --					
	Calendar Year	2017	2018	2019	2020	2021	2022	2023
	School Year	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
BUILDING PROGRAM								
HEADCOUNT CAPACITY		5,275	5,275	5,275	5,275	5,275	5,275	5,275
FTE CAPACITY		5,249	5,249	5,249	5,249	5,249	5,249	5,249
Add/Subtract capacity								
Adjusted Program Headcount Capacity		5,275	5,275	5,275	5,275	5,275	5,275	5,275
Adjusted Program FTE Capacity		5,249	5,249	5,249	5,249	5,249	5,249	5,249

ENROLLMENT

Basic FTE Enrollment	5,105	5,166	5,422	5,496	5,421	5,294	5,270
Internet Academy (AAFTE) ¹	(74)	(74)	(74)	(74)	(74)	(74)	(74)
Basic FTE Enrollment without Internet Academy	5,031	5,092	5,348	5,422	5,347	5,220	5,196

SURPLUS OR (UNHOUSED) PROGRAM CAPACITY	218	157	(99)	(173)	(98)	29	53
---	------------	------------	-------------	--------------	-------------	-----------	-----------

RELOCATABLE CAPACITY²

Current Portable Capacity	325	325	325	325	325	325	325
Add/Subtract portable capacity							
Adjusted Portable Capacity	325	325	325	325	325	325	325

SURPLUS OR (UNHOUSED) PROGRAM AND RELOCATABLE CAPACITY	543	482	226	152	227	354	378
---	------------	------------	------------	------------	------------	------------	------------

NOTES:

- 1 Internet Academy students are included in projections but do not require full time use of school facilities.
- 2 Relocatable Capacity is based on the number of portables available and other administrative techniques which can be used to temporarily house students until permanent facilities are available. This is a calculated number only. The actual number of portables that will be used will be based on actual student population needs. The District may begin to pull portables from the instructional inventory. Age and condition of the portables will determine feasibility for continued instructional use.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

CAPACITY SUMMARY - HIGH SCHOOLS

CAPACITY	Budget		-- Projected --					
	Calendar Year	2017	2018	2019	2020	2021	2022	2023
	School Year	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
BUILDING PROGRAM								
HEADCOUNT CAPACITY	5,714	5,714	5,714	5,714	5,714	5,714	5,714	5,714
FTE CAPACITY	6,111	6,111	6,111	6,111	6,111	6,111	6,111	6,111
Add/Subtract capacity								
Thomas Jefferson High School ⁴								
Adjusted Program Headcount Capacity	5,714	5,714	5,714	5,714	5,714	5,714	5,714	5,714
Adjusted Program FTE Capacity	6,111	6,111	6,111	6,111	6,111	6,111	6,111	6,111

ENROLLMENT

Basic FTE Enrollment	6,063	6,178	6,149	6,209	6,359	6,548	6,689
Internet Academy (AAFTE) ¹	(205)	(205)	(205)	(205)	(205)	(205)	(205)
Basic Ed without Internet Academy	5,858	5,973	5,944	6,004	6,154	6,343	6,484

SURPLUS OR (UNHOUSED) PROGRAM CAPACITY	253	138	167	107	(43)	(232)	(373)
---	------------	------------	------------	------------	-------------	--------------	--------------

RELOCATABLE CAPACITY²

Current Portable Capacity	775	775	775	775	775	775	775
Add/Subtract portable capacity							
Adjusted Portable Capacity	775	775	775	775	775	775	775

SURPLUS OR (UNHOUSED) PROGRAM AND RELOCATABLE CAPACITY³	1,028	913	942	882	732	543	402
---	--------------	------------	------------	------------	------------	------------	------------

NOTES:

- Internet Academy students are included in projections but do not require full time use of school facilities.
- Relocatable Capacity is based on the number of portables available and other administrative techniques which can be used to temporarily house students until permanent facilities are available. This is a calculated number only. The actual number of portables that will be used will be based on actual student population needs. The District may begin to pull portables from the instructional inventory. Age and condition of the portables will determine feasibility for continued instructional use.
- Capacity for unhousted students will be accommodated with traveling teachers and no planning time in some classrooms.
- Current project timelines estimate the completion of Thomas Jefferson HS in 2024.

King County, the City of Federal Way, and the City of Kent Impact Fee Calculations

Single and Multi-Family Residences

Each jurisdiction that imposes school impact fees requires that developers pay these fees to help cover a share of the impact of new housing developments on school facilities. To determine an equitable fee throughout unincorporated King County, a formula was established. This formula can be found in King County Code 21A and was substantially adopted by the City of Federal Way and Kent. The formula requires the District to establish a "Student Generation Factor" which estimates how many students will be added to a school district by each new single or multi-family unit and to gather some standard construction costs, which are unique to that district.

- STUDENT GENERATION FACTOR ANALYSIS

Federal Way Public Schools student generation factor was determined separately for single-family units and multi-family units. The factors used in the 2018 Capital Facilities Plan were derived using actual generation factors from single-family units and multi-family units that were constructed in the District in the last five (5) years

- IMPACT FEE CALCULATION

On page 30, the 2018 variables for the calculation of the Impact Fee for single family and multi-family units based on King County Code 21A and the Growth Management Act, generate the results below:

	<i>Plan Year 2017</i>	Plan Year 2018
Single Family Units	\$3,198	\$6,842
Multi-Family Units	\$8,386	\$20,086
Mixed-Use Residential ¹	\$4,193	\$10,043

A year over year comparison of formula variables can be found on page 33.

¹ In accordance with the City of Federal Way Ordinance No. 95-249.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

STUDENT GENERATION
NEW CONSTRUCTION IN PRIOR 5 YEARS

Single Family Student Generation

	Number of	Number of	Number of	Number of	Elementary	Middle School	High School	Total
	Single Family	Elementary	Middle School	High School	Student	Student	Student	Student
DEVELOPMENT	Dwellings	Students	Students	Students	Factor	Factor	Factor	Factor
(17) Hibbford Glen	15	10	2	1	0.6667	0.1333	0.0667	0.8667
(17) Vista Pointe	105	16	2	7	0.1524	0.0190	0.0667	0.2381
(16) Jefferson Place	11	5	1	1	0.4545	0.0909	0.0909	0.6363
(16) Star Lake East	30	3	4	5	0.1000	0.1333	0.1667	0.4000
(15) Swan Song	29	7	2	3	0.2414	0.0690	0.1034	0.4138
(15) Wynstone East	114	30	21	26	0.2632	0.1842	0.2281	0.6755
(14) North Lake Rim	37	4	4	4	0.1081	0.1081	0.1081	0.3243
(14) Wynstone	44	13	6	7	0.2955	0.1364	0.1591	0.5910
(13) Lake Point	22	3	4	5	0.1364	0.1818	0.2273	0.5455
(13) Saghalie Firs	34	6	7	4	0.1765	0.2059	0.1176	0.5000
Total	441	97	53	63				
Student Generation*					0.2200	0.1202	0.1429	0.4830

Multi-Family Student Generation - City of Federal Way

	Number of	Number of	Number of	Number of	Elementary	Middle School	High School	Total
	Multi Family	Elementary	Middle School	High School	Student	Student	Student	Student
DEVELOPMENT	Dwellings	Students	Students	Students	Factor	Factor	Factor	Factor
(17) Kitt's Corner	216	138	48	54	0.6389	0.2222	0.2500	1.1111
(16) Kandila Townhomes	27	3	2	3	0.1111	0.0741	0.1111	0.2963
(15) Park 16	293	179	77	116	0.6109	0.2628	0.3959	1.2696
Total	536	320	127	173				
Student Generation*					0.5970	0.2369	0.3228	1.1567

* Student Generation rate is based on totals.

FEDERAL WAY PUBLIC SCHOOLS 2018 CAPITAL FACILITIES PLAN

IMPACT FEE

School Site Acquisition Cost:

	Facility Acreage	Cost / Acre	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary				0.2200	0.5970	\$0	\$0
Middle School				0.1202	0.2369	\$0	\$0
High School	4.85	\$216,718	51	0.1429	0.3228	\$2,942	\$6,646
TOTAL						\$2,942	\$6,646

School Construction Cost:

	% Perm Fac./ Total Sq Ft	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	94.09%	\$38,934,000	800	0.2200	0.5970	\$10,074	\$27,337
Middle School	97.26%			0.1202	0.2369	\$0	\$0
High School	96.98%	\$9,867,000	150	0.1429	0.3228	\$9,116	\$20,593
TOTAL						\$19,190	\$47,930

Temporary Facility Cost:

	% Temp Fac. Total Sq Ft	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	5.91%	\$172,993	42	0.2200	0.5970	\$54	\$145
Middle School	2.74%			0.1202	0.2369	\$0	\$0
High School	3.02%			0.1429	0.3228	\$0	\$0
TOTAL						\$54	\$145

State Matching Credit Calculation:

	Construction Cost Allocation/Sq Ft	Sq. Ft. Student	State Match	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	\$213.23	90	65.59%	0.2200	0.5970	\$2,769	\$7,515
Middle School	\$213.23			0.1202	0.2369	\$0	\$0
High School	\$213.23	130	65.59%	0.1429	0.3228	\$2,598	\$5,869
Total						\$5,367	\$13,384

Tax Payment Credit Calculation

Average Assessed Value (March 2017)	\$294,328	\$109,489
Capital Bond Interest Rate (March 2017)	3.95%	3.95%
Net Present Value of Average Dwelling Years Amortized	\$2,393,217	\$890,268
Property Tax Levy Rate	\$1.31	\$1.31
Present Value of Revenue Stream	\$3,135	\$1,166

	<u>Single Family Residences</u>	<u>Multi-Family Residences</u>	<u>Mixed-Use Residential¹</u>
Mitigation Fee Summary			
Site Acquisition Cost	\$2,942	\$ 6,646	\$ 6,646
Permanent Facility Cost	\$19,190	\$ 47,930	\$ 47,930
Temporary Facility Cost	\$54	\$ 145	\$ 145
State Match Credit	\$ (5,367)	\$ (13,384)	\$ (13,384)
Tax Payment Credit	\$ (3,135)	\$ (1,166)	\$ (1,166)
Sub-Total	\$ 13,683	\$ 40,171	\$ 40,171
50% Local Share	\$ 6,842	\$ 20,086	\$ 20,086
Calculated Impact Fee	\$ 6,842	\$ 20,086	\$ 10,043

¹In accordance with the City of Federal Way Ordinance No. 95-249

SECTION 4

SUMMARY OF CHANGES FROM THE 2017 CAPITAL FACILITIES PLAN

The 2018 Capital Facilities Plan is an updated document, based on the 2017 Capital Facilities Plan. The changes between the 2017 Plan and the 2018 Plan are listed below.

SECTION I - THE CAPITAL FACILITIES PLAN

SIX-YEAR FINANCE PLAN

The Six Year Finance Plan has been rolled forward to reflect 2018-2024 and adjusted for anticipated Federal Way High School construction schedule and anticipated new construction based on a November 2017 bond vote. The plan is found on page 9.

SECTION III - SUPPORT DOCUMENTATION

CAPACITY

Changes to the Building Program Capacities calculation are found on page 17.

PORTABLES

The list of portables reflects the movement of portables between facilities or new portables purchased. Portable Locations can be found on page 19.

STUDENT FORECAST

The Student Forecast now covers 2018 through 2024. Enrollment history and projections are found on page 22.

CAPACITY SUMMARY

The changes in the Capacity Summary are a reflection of the changes in the capacities and student forecast. New schools and increased capacity at current buildings are shown as increases to capacity. Capacity Summaries are found on pages 24-27.

IMPACT FEE CALCULATION - KING COUNTY CODE 21A

The Impact Fees have changed as a result of changes in several factors. The updates made to the variables in the Impact Fee calculation, generate a change in the Impact Fee between the 2017 Capital Facilities Plan and the 2018 Capital Facilities Plan. A summary of these changes can be found on page 32 and 33.

IMPACT FEE CALCULATION CHANGES FROM 2017 TO 2018

STUDENT GENERATION FACTORS

Student Generation factors are based on rates for new developments constructed over a period of not more than five years prior to the date of the fee calculation. The changes in student Generation factors between the 2017 Capital Facilities Plan and the 2018 Capital Facilities Plan are due to developments that were deleted or added based upon the age of the developments and the year placed in the survey. The Student Generation worksheet is found on page 29.

SCHOOL CONSTRUCTION COSTS

The anticipated cost based on the estimate for replacing Thomas Jefferson High is \$149,500,000. For Impact Fee calculation, the District will use the estimated Maximum Allowable Construction Cost of \$89,700,000, which is 60% of the total anticipated cost. The replacement will add a total of 200 additional seats, with 50 seats dedicated for preschool capacity. Only additional capacity for grade 9-12 seats will be used in the impact fee calculation. The current permanent capacity of Thomas Jefferson High is 1309. The addition of 150 grade 9-12 seats will increase permanent capacity by 11%.

Total Cost **$\$149,500,000 \times .6 \times .11 = \$9,867,000$**

The anticipated cost based on the estimate for replacing Lake Grove, Mirror Lake, Olympic View, Star Lake, and Wildwood elementaries is \$154,500,000. For Impact Fee calculation, the District will use the estimated Maximum Allowable Construction Cost of \$92,700,000, which is 60% of the total anticipated cost. The replacement will add a total of 960 additional seats. The additional seats will include new preschool capacity at Lake Grove, Mirror Lake, and Star Lake and 6-8 capacity at Olympic View, as well as adding additional K-5 capacity. Only capacity for grade K-5 seats will be used in the impact fee calculation. The current permanent capacity of these schools is 1902. The addition of 800 grade K-5 seats will increase permanent capacity by 42%.

Total Cost **$\$154,500,000 \times .6 \times .42 = \$38,934,000$**

SCHOOL ACQUISITION COSTS

The district purchased the Norman Center to house the Employment Transition Program and to allow for the expansion of the ECEAP program. The purchase and use of this site increased our high school permanent capacity by 51 students.

Total Cost **$\$2,100,000 / 2 = \$1,050,000$**

Cost per Acre **$\$1,050,000 / 4.85 = \$216,718$**

The District will use the above formulas created as a base for the 2018 Capital Facilities Plan. The capacity of these schools may vary from year to year as programs are added or changed and construction cost may increase over time.

IMPACT FEE CALCULATION CHANGES FROM 2017 TO 2018

<u>Item</u>	<u>From/To</u>	<u>Comment</u>
Percent of Permanent Facilities	95.30% to 95.86%	Report #3 OSPI
Percent Temporary Facilities	4.70% to 4.14%	Updated portable inventory
Average Cost of Portable Classrooms	\$178,686 to \$172,993	Updated 5-yr rolling average of portables purchased and placed by 2016.
Construction Cost Allocation	\$213.23 to \$213.23	Change effective July 2016
State Match	65.59% to 65.59%	Change effective July 2016
Average Assessed Value		Per Puget Sound Educational Service District (ESD 121)
	SFR- \$274,781 to \$294,328	
	MFR- \$106,352 to \$109,489	
Capital Bond Interest Rate	3.27% to 3.95%	Market Rate
Property Tax Levy Rate	\$1.37 to \$1.31	King County Treasury Division
Student Generation Factors		Updated Housing Inventory
Single-Family		<i>Note: Student generation factors for are single family units are based on new developments constructed within the District over the last five (5) years prior to the date of the fee calculation.</i>
Elementary	.2471 to .2200	
Middle School	.1408 to .1202	
High School	.1379 to .1429	
Multi-Family -		<i>Student generation factors for are multi-family units are based on new developments constructed within the District over the last five (5) years prior to the date of the fee calculation.</i>
Elementary	.5375 to .5970	
Middle School	.2813 to .2369	
High School	.2594 to .3228	
Impact Fee		
	SFR- \$3,198 to \$6,842	SFR based on the updated calculation
	MFR - \$8,386 to \$20,086	MFR based on the updated calculation

The Ends

A BRIGHT FUTURE FOR EACH SCHOLAR

In an environment of equity, regardless of race, socio economics, language, cultural backgrounds and other exceptionalities, each scholar will graduate with the academic knowledge and 21st century skills ready to succeed as a responsible citizen.

◦ **SUB END 1 – EACH SCHOLAR - GRADUATION AND ADVANCEMENT**
Each student will graduate with the prerequisite skills and confidence to access college, career, and other post-secondary experiences.

◦ **SUB END 2 – A DREAM - ACADEMIC ACHIEVEMENT**
Each scholar, at every grade level, will perform at or above the state or district standards in all disciplines.

◦ **SUB END 3 – A VOICE - WHOLE CHILD: PERSONAL RESPONSIBILITY AND CITIZENSHIP**
Each scholar will be empowered to take responsibility for his/her academic success and exhibit positive, ethical behaviors treating others with dignity and respect.



**FEDERAL WAY
PUBLIC SCHOOLS**

Federal Way Public Schools
33330 8th Avenue S
Federal Way, Washington 98003
(253) 945-2000



Capital Planning and Construction Department

G. Scott Hodgins, Executive Director

17810 8th Avenue South, Bldg. A

Burien, WA 981478

Office: 206-631-7500

August 7, 2017

City of Kent
Economic and Community Development
Charlene Anderson, Planning Manager
400 W. Gowe #300
Kent, WA 98032

Dear Charlene,

The Highline Public Schools' Board of Directors adopted its 2017 Capital Facilities Plan (CFP) on July 26, 2017. Please find enclosed a copy of the 2017 CFP.

The District is looking forward to working with the City of Kent in the next several months to develop acceptable language for a school impact fee ordinance for the Council's consideration.

Denise Stiffarm, Pacifica Law Group (legal counsel), and I are available to meet with city staff to answer any questions with regard to the scope of the district's 2017 CFP and impact fee calculations for single and multi-family residential units.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Scott Hodgins".

G. Scott Hodgins
Executive Director

cc: D. Stiffarm

PLANNING SERVICES
CITY OF KENT
AUG 08 2017
RECEIVED

RECEIVED

AUG 09 2017

**CITY OF KENT
PLANNING SERVICES**

HIGHLINE SCHOOL DISTRICT NO. 401

CAPITAL FACILITIES PLAN

2017-2022



Board Introduction: June 21, 2017

Adoption: July 26, 2017

HIGHLINE SCHOOL DISTRICT NO. 401

CAPITAL FACILITIES PLAN

2017-2022



BOARD OF DIRECTORS

Bernie Dorsey, President

Joe Van, Vice President

Angelica Alvarez

Tyrone Curry, Sr.

Michael D. Spear

SUPERINTENDENT

Dr. Susan Enfield

Table of Contents

	<i>Page</i>
Introduction.....	1
Educational Program Standard	3
Capital Facilities Inventory.....	5
Student Enrollment Trends and Projections	9
Capital Facilities Projections for Future Needs	10
Financing Plan	14
School Impact Fees	16
Appendix A: District Map	A-1
Appendix B: Population and Enrollment Data	B-1
Appendix C: School Impact Fee Calculations	C-1
Appendix D: Student Generation Rates	D-1

For information regarding the Highline School District's 2017-2022 Capital Facilities Plan, contact G. Scott Hodgins, Executive Director, Capital Planning and Construction, Highline School District No. 401, 17810 8th Avenue South, Building A, Burien, Washington 98148. Telephone: (206) 631-7500

SECTION ONE: INTRODUCTION

Purpose of the Capital Facilities Plan

This Six-Year Capital Facilities Plan has been prepared by the Highline School District (the “District”) as the District’s primary facility planning document, in compliance with the requirements of Washington’s Growth Management Act (the “GMA”) and King County Council Code Title 21A. The Plan was prepared using data available in May 2017. The GMA outlines 13 broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. School districts have adopted capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

The Highline School District (the “District”) has prepared this Capital Facilities Plan (the “CFP”) to provide King County (the “County”) and the cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila with a schedule and financing program for capital improvements over the next six years (2017-2022).

This Plan will be updated annually with any changes to the impact fee schedule adjusted accordingly.

Executive Summary

After a period of low enrollment growth, the District has experienced steady and significant enrollment increases since 2010. The District currently serves an approximate student population of 19,199 (October 1, 2016 enrollment) with 18 elementary schools (grades K-6), five middle level schools (grades 7-8), and five high schools (grades 9-12). In addition, the District has alternative programs: Big Picture (MS and HS) at the Manhattan site; CHOICE Academy (MS and HS) at the Woodside site; New Start (9-12) at the Salmon Creek Site; and Puget Sound Skills Center (“PSSC”).

Over the last 14 years the District has embarked on a major capital improvement effort to enhance its facilities to meet current educational and life-safety standards. Since 2002 the District has passed three major capital bonds: one in 2002 for approximately \$189,000,000, one in 2006 for approximately \$148,000,000, and one in 2016 for approximately \$299,850,000. The 2002 and 2006 bonds were used for replacement of existing facilities and not to accommodate increased enrollment. The 2016 bonds are earmarked for a combination of improvements to/replacement of existing facilities and the provision of new capacity.

With the approved capital bond funds and reimbursements from the Office of the Superintendent of Public Instruction, the State of Washington, the Port of Seattle, the Federal Aviation Administration and private donations for a new Raisbeck Aviation High School the District has designed, permitted and constructed 13 new elementary schools, 1 new high school, renovated 3

schools as interim facilities, and renovated portions of Memorial Field and Camp Waskowitz. All of this work has been done since March 2002.

The District's 2016 bond proposal was based on the recommendations of a Capital Facilities Advisory Committee ("CFAC"), a citizens' committee representing every part the District. The committee met for a year to study the District's facilities needs, review data, such as enrollment projections and building conditions, and analyze various solutions. CFAC developed a long-term facilities plan, which includes the 2016 bond as the first phase of a four-phase plan to meet students' needs over the next 20 years.

As the District looks ahead it recognizes that anticipated enrollment growth, some of which will be caused by new development, and implementation of recent legislation will require the District either to add new facilities, add additions to existing facilities, renovate existing facilities, or add portables to existing facilities.

This CFP identifies the current enrollment, the current capacity of each educational facility, the projected enrollment over the six-year planning period and how the District plans to accommodate this growth. It also includes a schedule of impact fees that should be charged to new development.

Based on current projections, the District needs to add capacity at the elementary and middle school levels to accommodate projected enrollment and implementation of recent legislation. To address these needs, the District plans to build a new elementary to replace Des Moines Elementary School to increase its student capacity, add classrooms at existing elementary schools, and build one new middle school. In addition, new modular or portables may need to be added at individual elementary schools and middle schools to accommodate future enrollment. At this time it has been assumed that additional land will not be needed to accommodate the new schools; however, land will be necessary in the future to support the District's long range facilities plan and the Educational Strategic Plan.

SECTION 2 – STANDARD OF SERVICE

King County Code 21A.06 refers to a “Standard of Service” that each school district must establish in order to ascertain its overall capacity. School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District’s adopted educational program. The educational program standards which typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of relocatable classrooms (portables).

District educational program standards may change in the future as a result of changes in the education program, special programs class sizes, grade span configurations, and use of new technology, as well as other physical aspects of the school facilities. In addition, the State Legislature’s implementation of requirements for reduced K-3 class size will also impact school capacity and educational program standards. (The District currently offers full-day kindergarten.) The school capacity inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of this CFP.

The Standard of Service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of school buildings. The special programs listed below require classroom space, thus the permanent capacity of some buildings housing these programs has been reduced.

Table 1
Class Size – Standard of Service

Grade Level	Average Class Size Based on Standard of Service
Kindergarten	24*
Grades 1 – 3	25*
Grades 4 – 6	27
Grades 7 – 8	30
Grades 9 – 12	32

*The District standard for K-3 will change to 17:1 in 2019 (see Table 7).

It is not possible to achieve 100% utilization of all regular teaching stations throughout the day. Therefore, classroom capacity is adjusted using a utilization factor of available teaching stations depending on the physical characteristics of the facility and educational program needs.

Elementary School Standard of Service Models

- Special education for students with disabilities may be provided in self-contained classrooms.
- All students are provided music instruction in a separate classroom.
- All students will have scheduled time in a special classroom.
- Identified students will also be provided other educational opportunities in classrooms designated as follows:
 - Resource Rooms
 - English Language Learners (ELL)
 - Education for Disadvantaged Students (Title I)
 - Gifted Education
 - Learning Assisted Programs
 - Severely Behavior Disorder
 - Transition Rooms
 - Mild, Moderate, and Severe Disabilities
 - Developmental Kindergarten
 - Extended Daycare Programs and Preschool Programs

Secondary School Standard of Service Models

- Identified students will also be provided other educational opportunities in classrooms designated as follows:
 - Resource Rooms
 - English Language Learners (ELL)
 - Computer Labs
 - Science Labs
 - Career and Vocational Rooms
 - Daycare Programs
 - Alternative Program Spaces

SECTION THREE: CAPITAL FACILITIES INVENTORY

This section provides an inventory of capital facilities owned and operated by the District including schools and relocatable classrooms (modulars or portables). School facility capacity was inventoried based on the space required to accommodate the District's adopted educational program standards. *See Section Two: Standard of Service.* A map showing locations of District facilities is provided in Appendix A.

Schools

See *Section One* for a description of the District's schools and programs.

School capacity was determined based on the number of teaching stations (or general classrooms) within each building and the space requirements of the District's currently adopted current educational program and internal targets as reported in ICOS with the Office of the Superintendent of Public Instruction. It is this capacity calculation that is used to establish the District's baseline capacity, and to determine future capacity needs based on projected student enrollment. The school capacity inventory is summarized in Tables 2, 3, and 4.

As the District implements reduced K-3 class size requirements and grade reconfiguration, the inventory will reflect adjustments in the Standard of Service (see Tables 7-B and 7-C).

Relocatable Classrooms (Portables)

Relocatable classrooms (portables) are used as interim classroom space to house students until funding can be secured to construct permanent classrooms. The District currently uses 27 relocatable classrooms at various school sites throughout the District to provide additional interim general classroom capacity. A typical relocatable classroom can provide capacity for a full-size class of students. Current use of relocatable classrooms throughout the District is summarized in Table 5.

Table 2
Elementary School Level Inventory

<i>Elementary School</i>	<i>Building Area (sq. ft.)</i>	<i>Teaching Stations*</i>	<i>Permanent Capacity**</i>
Beverly Park at Glendale ES	58,145	22	514
Bow Lake ES	76,108	30	666
Cedarhurst ES	68,916	26	619
Des Moines ES	41,766	19	471
Gregory Heights ES	65,978	27	585
Hazel Valley ES	65,346	26	452
Hilltop ES	51,532	24	594
Madrona ES	69,240	25	598
Marvista ES	68,462	27	621
McMicken Heights ES	69,979	25	582
Midway ES	66,096	25	610
Mount View ES	67,783	26	628
North Hill ES	65,665	27	636
Parkside ES	68,857	26	622
Seahurst ES	59,967	27	585
Shorewood ES	60,326	22	483
Southern Heights ES	32,942	15	336
White Center ES	65,654	26	622
TOTAL	1,122,762	445	10,231

* Teaching Station definition: A space designated as a classroom. Other stations include spaces designated for special education and pull-out programs.

** General classrooms

Table 3
Middle School Level Inventory***

<i>Middle School</i>	<i>Building Area (sq. ft.)</i>	<i>Teaching Stations*</i>	<i>Permanent Capacity**</i>
Cascade MS	90,582	34	986
Chinook MS	87,476	27	783
Pacific MS	73,941	24	696
Sylvester MS	92,617	30	870
Big Picture MS (at Manhattan)^		2	58
Choice (at Woodside) ^		2	58
TOTAL	344,616	119	3,451

* Teaching Station Definition: A space designated as a general classroom. Other stations include spaces designated for special education and pull-out programs.

** General classrooms.

***Does not include alternative programs: CHOICE Academy MS/HS at Woodside site.

^The District anticipates that the Big Picture and Choice programs will be relocated in the 2019-20 school year to another District facility or leased space. Inventory adjustments will be reflected in future updates to this Capital Facilities Plan.

Table 4
High School Level Inventory***

<i>High School</i>	<i>Building Area (sq. ft.)</i>	<i>Teaching Stations*</i>	<i>Permanent Capacity**</i>
Raisbeck Aviation HS	87,934	14	448
Big Picture HS (at Manhattan)^	29,141	10	320
Evergreen HS	161,456	48	1,536
Highline HS	214,919	70	2,240
Mount Rainier HS	205,159	47	1,504
Tyee HS	143,101	38	1,216
TOTALS	841,710	227	7,264^^

* Teaching Station definition: A space designated as a general classroom. Other stations include spaces designated for special education and pull-out programs.

** Regular classrooms.

***Does not include alternative programs: CHOICE Academy MS/HS at Woodside site;

New Start HS at Salmon Creek site; and Puget Sound Skills Center.

^ The District anticipates that the Big Picture program will be relocated in the 2019-20 school year to another District facility or leased space. Inventory adjustments will be reflected in future updates to this Capital Facilities Plan.

^^Total capacity at the high school level may be affected as the District makes programmatic changes in its small school high schools: Tyee HS and Evergreen HS. For example, spaces currently identified as teaching stations may be needed to serve special programs.

Table 5
Relocatable Classrooms (Portable) Inventory

<i>Elementary School</i>	<i>Relocatables**</i>	<i>Other***</i>	<i>Interim Capacity</i>
Beverly Park at Glendale	0	2	0
Bow Lake	0	4	0
Cedarhurst	1	3	25
Des Moines	0	1	0
Gregory Heights	0	0	0
Hazel Valley	3	1	75
Hilltop	5	1	125
Madrona	2	0	50
Marvista	2	0	50
McMicken Heights	0	0	0
Midway	4	0	100
Mount View	4	0	100
North Hill	0	0	0
Parkside	0	0	0
Seahurst	2	2	50
Shorewood	1	3	25
Southern Heights	2	1	50
White Center	1	3	25
TOTAL	27	21	675

<i>Middle School</i>	<i>Relocatables**</i>	<i>Other***</i>	<i>Interim Capacity</i>
Cascade	0	3	0
Chinook	5	1	145
Pacific	4	0	116
Sylvester	2	2	58
Big Picture MS	4	7	116
TOTAL	15	13	435

<i>High School</i>	<i>Relocatable**</i>	<i>Other***</i>	<i>Interim Capacity</i>
Raisbeck Aviation HS	0	0	0
Big Picture HS	0	0	0
Evergreen HS	3	2	96
Highline HS	0	0	0
Mount Rainier HS	0	0	0
Tyee HS	0	1	0
TOTALS	3	3	96

**Used for regular classroom capacity.

***The relocatables referenced under “other relocatables” are used for special pull-out programs, storage, community use, etc.

SECTION FOUR: STUDENT ENROLLMENT TRENDS AND PROJECTIONS

Generally, enrollment projections using historical calculations are most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions, land use, and demographic trends in the area affect the projection. Monitoring birth rates in the County and population growth for the area are essential yearly activities in the ongoing management of the CFP. In the event that enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or expedite projects in the event enrollment growth exceeds the projections.

With the assistance of a professional demographer, the District has developed its own methodology for forecasting future enrollments. This methodology, a modified cohort survival method, considers a variety of factors to evaluate the potential student population growth for the years 2017 through 2022. These factors include: projected births, projected growth in the K-12 population, and a model which considers growth in population and housing within the District’s boundaries. The methodology also considers the potential impacts on enrollment due to the recent opening of a charter school within the District’s boundaries. Certain assumptions are made regarding the continued enrolment at the charter school. Therefore, the methodology and the resulting projections should be considered conservative.

District enrollment has increased in recent years, including a 7.2% increase since 2009. Using the modified cohort survival projections, a total enrollment of 20,236 students is expected in 2022. In other words, the District projects an increase of 5.4% in student enrollment (or 1,037 students) between 2016 and 2022. *See Appendix B (Enrollment projections from Les Kendrick, January 2017.)*

**Table 6
Projected Student Enrollment
2017-2022**

<i>Projection</i>	<i>2016*</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>Actual Change</i>	<i>Percent Change</i>
	19,199	19,344	19,390	19,512	19,653	19,918	20,236	1,037	5.4%

*Actual October 2016 enrollment.

SECTION FIVE: CAPITAL FACILITIES PROJECTIONS FOR FUTURE NEEDS

Projected future capacity needs, shown in Tables 7-A through 7-C, are derived by applying the projected number of students to the projected permanent capacity. It is not the District's policy to include relocatable classrooms when determining future capital facility needs; therefore, interim capacity provided by relocatable classrooms is not included in this analysis. The District will utilize relocatables as necessary to address interim capacity needs. Information on relocatable classrooms by grade level and interim capacity can be found in Table 5. Information on planned construction projects can be found in the Financing Plan, Table 8.

Recent state-level policy decisions impact the District's capacity analysis. Engrossed Senate House Bill 2261, adopted in 2009, requires school districts to implement full-day kindergarten by 2018. SHB 2776, passed in 2010, requires school districts to reduce K-3 class sizes to 17 students per teacher. Finally, in November 2015, the voters passed Initiative 1351, which requires reduced class sizes across all grades (K-12). The District has proactively implemented full day kindergarten, which reduced the number of available regular classrooms in elementary schools districtwide.

Table 7 assumes that K-3 class size reduction is implemented by 2019 and that grade levels are reconfigured to K-5, 6-8, and 9-12 in 2020. All scenarios include the capacity related projects the District is planning during the six-year planning period.

Future updates to this Plan will incorporate any funded implementation of Initiative 1351.

**Table 7
Projected Student Capacity – 2017 through 2022**

Elementary School Level -- Surplus/Deficiency

	2016*	2017	2018	2019^	2020^^	2021	2022
Existing Permanent Capacity	10,231	10,231	10,231	9,034	9,264	9,576	9,576
Added Permanent Capacity	0	0	0	230'	312''	0	0
Total Permanent Capacity**	10,231	10,231	10,231	9,264	9,576	9,576	9,576
Enrollment	10,671	10,801	10,983	11,119	9,476	9,562	9,626
Surplus (Deficiency)** Permanent Capacity	(440)	(570)	(752)	(1,855)	100	14	(50)

*Actual October 2016 enrollment

**Does not include portable capacity

^Implementation of reduced K-3 class size and adjusted Standard of Service

^^Movement of 6th grade to middle school level and adjusted Standard of Service

'Addition of new classrooms at existing elementary schools

''New Des Moines Elementary School opens at the Zenith site with added capacity

Middle School Level -- Surplus/Deficiency

	2016*	2017	2018	2019	2020^^	2021	2022
Existing Permanent Capacity	3,451	3,451	3,451	3,451	4,401	4,401	4,401
Added Permanent Capacity	0	0	0	950'	0	0	0
Total Permanent Capacity**	3,451	3,451	3,451	4,401	4,401	4,401	4,401
Enrollment	2,517	2,584	2,711	2,792	4,581	4,596	4,484
Surplus (Deficiency)** Permanent Capacity	934	867	740	1,609	(180)	(195)	(83)

*Actual October 2016 enrollment

**Does not include portable capacity

^^Movement of 6th grade to middle school level and adjusted Standard of Service

'New middle school capacity added

High School Level -- Surplus/Deficiency

	2016*	2017	2018	2019	2020	2021	2022
Existing Permanent Capacity	7,264	7,264	7,264	7,264	7,264	6,524''	6,524
Added Permanent Capacity	0	0	0	0	0	0	0
Total Permanent Capacity**	7,264	7,264	7,264	7,264	7,264	6,524	6,524
Enrollment	6,011	5,959	5,696	5,601	5,596	5,759	6,126
Surplus (Deficiency)** Permanent Capacity	1,253	1,305	1,568	1,663	1,668	765	398

*Actual October 2016 enrollment

**Does not include portable capacity.

''Highline High School re-opens with adjusted capacity.

SECTION SIX: FINANCING PLAN

Planned Improvements

The Finance Plan focuses on capacity related projects needed to accommodate recent and projected growth in the District.

Based upon the scenario presented in Table 3, the District will need to add permanent classroom capacity at both the elementary school and middle school grade levels. Pursuant to the Board's approval of the Capital Facilities Advisory Committee's final recommendations and the voters' approval of the 2016 bond, the District will: (1) add space to the new Des Moines Elementary School (replacement school at the Zenith site); (2) construct new elementary school classrooms at various sites, and (3) construct a new middle school. All new schools will be located on land currently owned by the District.

In addition, new relocatable classrooms (portables) may need to be added at individual elementary schools and middle schools to accommodate future enrollment or to provide interim classrooms until permanent classroom capacity is built.

The District has identified "non-capacity" capital needs at existing schools including the replacement of Highline High School and safety/security improvements at various schools.

Financing for Planned Improvements

Funding for planned improvements is typically secured from a number of sources including voter-approved bonds, State match funds, and impact fees.

General Obligation Bonds: Bonds are typically used to fund construction of new schools and other capital improvement projects, and require a 60% voter approval. The District's voters in November 2016 approved by 66.99% a \$299.85 million school construction bond to fund the projects identified in this Plan.

State School Construction Assistance Program Funds: State School Construction Assistance Program ("SCAP") Funds come from the Common School Construction Fund, which is composed of revenues accruing predominantly from the sale of renewable resources (i.e., timber) from State school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Board of Education can establish a moratorium on certain projects. School districts may qualify for State School Construction Assistance Funds for specific capital projects based on a prioritization system.

The District received funding in the amount of \$6.27 million from Senate Bill 6080 to address a portion of the classrooms needed for implementation of reduced K-3 class sizes.

Impact Fees: Impact fees are a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. *See Section 7 School Impact Fees.*

The District also receives some funding toward school construction from the Port of Seattle/Federal Aviation Administration. This funding applies to the Des Moines Elementary Replacement and Addition project.

The Six-Year Financing Plan shown on Table 8 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2017-2022. The financing components include bonds, SCAP funds, Port/FAA funds, and impact fees. The Financing Plan separates projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding.

**Table 8
Capital Facilities Financing Plan**

Improvements Adding Permanent Capacity Costs (in Millions)**

Project	2017	2018	2019	2020	2021	2022	Total Cost	Bonds/Local Funds	State Funds	Impact Fees	Port/FAA ***
Elementary Schools											
Des Moines Elementary Replacement and Addition		30.000	25.325				\$55.323	X	X	X	X
Elementary School Classrooms – various sites	3.00	5.00					\$8.000	X	SB 6080 Funds	X	
Middle Schools											
New Middle School (950 capacity)	14.000	39.650	30.126				\$83.776	X	X	X	
								X	X	X	
Portables											
Portables at Various Sites		.200	.200	.200				X		X	
High Schools											
Land Purchase (elementary site for future growth)						\$20.000		X		X	

**All projects are growth-related.

***Construction costs used in impact fee formula are adjusted to recognize Port/FAA funding.

SECTION SEVEN: SCHOOL IMPACT FEES

The GMA authorizes jurisdictions to collect impact fees to supplement funding of additional public facilities needed to accommodate new development. Impact fees cannot be used for the operation, maintenance, repair, alteration, or replacement of existing capital facilities used to meet existing service demands.

Impact fees in Appendix C have been calculated utilizing the formula in the King County Code. The resulting figures are based on the District's cost per dwelling unit to purchase land for school sites, make site improvements, construct schools, and purchase/install relocatable classrooms (portables). As required under the GMA, credits have also been applied in the formula to account for State Match Funds to be reimbursed to the District and projected future property taxes to be paid by the dwelling unit.

The District's cost per dwelling unit is derived by multiplying the cost per student by the applicable student generation rate per dwelling unit. The student generation rate is the average number of students generated by each housing type; in this case, single family dwellings and multi-family dwellings. Multi-family dwellings were broken out into one-bedroom and two-plus bedroom units. The District has developed its own student generation rate data based on actual permit data from local jurisdictions. *See Appendix D.*

Using the variables and formula described, and applying the 50% discount rate required by the King County School Impact Fee Ordinance, impact fees proposed as a part of this CFP, are summarized in Table 9 below. *See also Appendix C.*

King County and the City of Kent currently have adopted school impact fee ordinances and collect school impact fees on behalf of the District. The District is requesting that the other cities that it serves consider adoption of a school impact fee ordinance.

Table 9
School Impact Fees
2017

<i>Housing Type</i>	<i>Impact Fee Per Dwelling Unit</i>
Single Family	\$2,290
Multi-Family	\$3,162

APPENDIX A

DISTRICT MAP



HIGHLINE
PUBLIC SCHOOLS
A path to success for every student

**SERVICE AREA MAP
2016-2017**

E ELEMENTARY SCHOOLS

- BERNICE FAIR**
1250 Duane St. SW
Bureau: 426 4010
Fax: 426 4100
- BOY & GIRL**
10011 32nd Avenue SW
Bureau: 444 8410
Fax: 426 1300
- CEDARHURST**
411 South 32nd Street
Bureau: 426 4210
Fax: 426 1300
- DEAN WINSOR**
12501 36th Avenue SW
Bureau: 426 4210
Fax: 426 1300
- DEARBORN MEMORIAL**
1501 15th Street & 2nd
Bureau: 426 4210
Fax: 426 1300
- HARRIS HUNTER**
100 201 22nd Street
Bureau: 426 4210
Fax: 426 1300
- MELBY**
17000 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- ROBERTSON**
1001 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300
- SHENLEY**
1500 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300
- SHERWOOD**
1200 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300
- STANLEY**
1201 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300

A HIGH SCHOOLS

- BOYD STATE**
4100 South 10th Street
Bureau: 426 4210
Fax: 426 1300
- WESTERN ACADEMY**
1001 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300
- WESTERN COMMUNITY COLLEGE**
1001 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300
- WESTERN COMMUNITY COLLEGE**
1001 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300
- WESTERN COMMUNITY COLLEGE**
1001 32nd Avenue SW
Bureau: 426 4210
Fax: 426 1300

D CENTRAL OFFICE

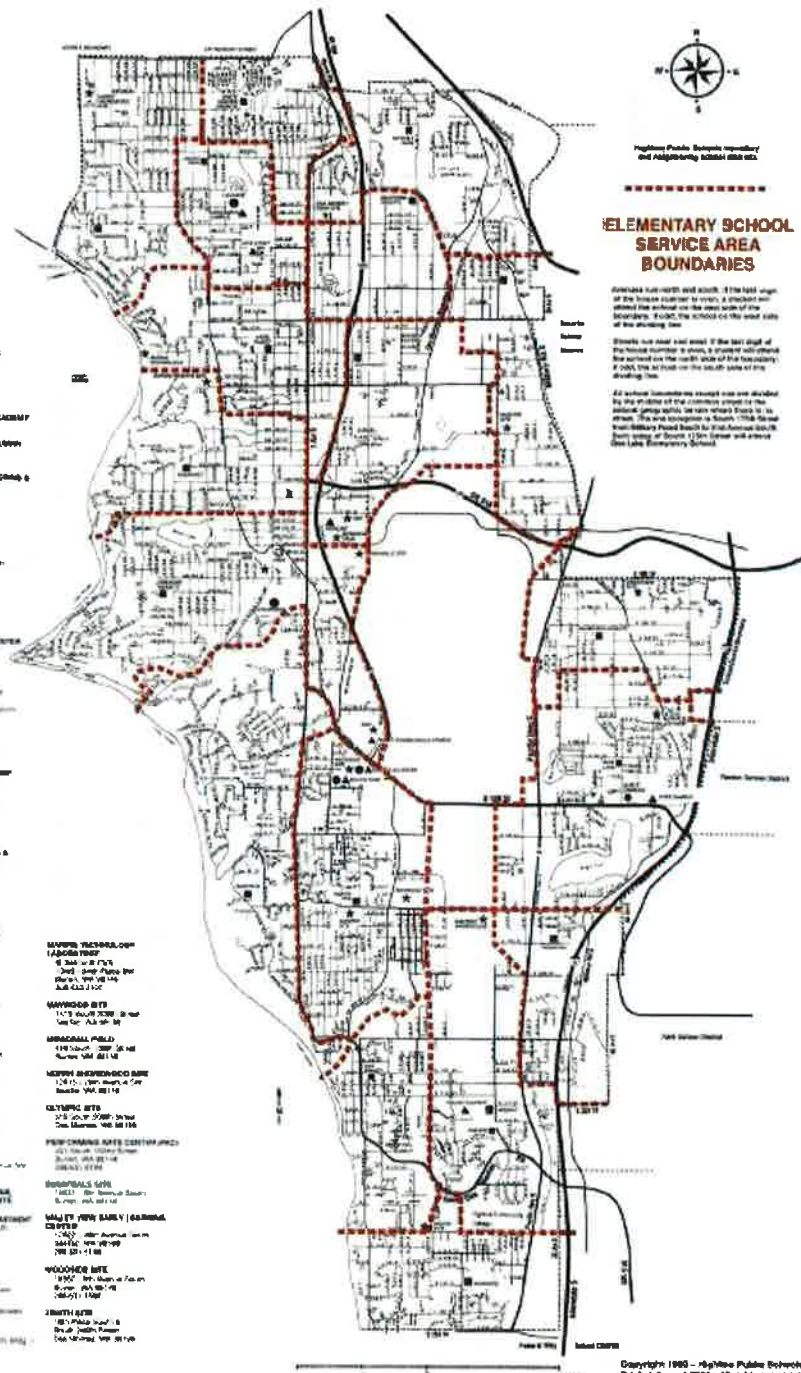
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300

E OTHER LOCATIONS

- CELESTINE PARK SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- WINDY HILLS SITE**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300

M MIDDLE SCHOOLS

- BOY & GIRL**
10011 32nd Avenue SW
Bureau: 444 8410
Fax: 426 1300
- CALHOUN**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- CHERSON**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- CEDARHURST**
411 South 32nd Street
Bureau: 426 4210
Fax: 426 1300
- PACIFIC**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300
- PLYMOUTH**
1501 15th Street SW
Bureau: 426 4210
Fax: 426 1300



ELEMENTARY SCHOOL SERVICE AREA BOUNDARIES

Boundaries run north and south. If the last digit of the house number is even, a student will attend the school on the west side of the boundary. If the last digit is odd, the student will attend the school on the east side of the boundary.

Boundaries run east and west. If the last digit of the house number is even, a student will attend the school on the north side of the boundary. If the last digit is odd, the student will attend the school on the south side of the boundary.

All school boundaries except those indicated by the number of the address apply to the entire group of lots on either side of the street. This rule applies to North 17th St and North 20th St. North 17th St will attend the school on the north side of the street and North 20th St will attend the school on the south side of the street.

APPENDIX B

POPULATION AND ENROLLMENT DATA

Highline Enrollment Projection

Births	2004	2005	2006	2007	2008	2009	2010	2011
King County	22,874	22,860	24,244	24,899	25,190	25,057	24,514	24,630
K Enroll as %	5.79%	6.24%	5.96%	6.20%	6.72%	6.46%	6.34%	6.15%

Medium Range Forecast (With Charter Schools Continuing)

		Projected Births																
		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
K	1568	1592	1611	1613	1611	1615	1620	1625	1632	1640								
1	1506	1560	1585	1603	1605	1604	1607	1612	1618	1625								
2	1516	1526	1590	1591	1609	1612	1610	1614	1618	1624								
3	1636	1549	1567	1608	1609	1628	1630	1628	1632	1637								
4	1673	1654	1543	1561	1602	1603	1621	1624	1622	1626								
5	1484	1626	1608	1500	1525	1565	1566	1584	1587	1585								
6	1418	1475	1616	1598	1492	1499	1539	1540	1558	1560								
7	1337	1363	1417	1553	1536	1434	1441	1479	1480	1497								
8	1247	1348	1375	1430	1569	1551	1448	1455	1493	1494								
9	1373	1341	1443	1479	1538	1687	1668	1558	1565	1606								
10	1326	1254	1220	1312	1351	1405	1541	1524	1423	1430								
11	1434	1367	1286	1251	1352	1392	1448	1588	1570	1466								
12	1826	1733	1652	1555	1519	1642	1691	1758	1929	1907								
Total	19,344	19,390	19,512	19,653	19,918	20,236	20,431	20,589	20,727	20,697								

*HS Enrollment Does Not Include Open Doors

Learning Center Students or Career

Link Students Beginning with the 2014 Enrollment

Change	198	190	125	258	413	425	-264	141	145	47	122	140	265	318	194	158	138	-30
% Change	1.1%	1.1%	0.7%	1.4%	2.2%	2.2%	-1.4%	0.7%	0.8%	0.2%	0.6%	0.7%	1.3%	1.6%	1.0%	0.8%	0.7%	-0.1%

K-6	9,279	9,594	9,734	9,863	10,302	10,567	10,580	10,671	K-6	10,801	10,983	11,119	11,074	11,054	11,125	11,193	11,227	11,267	11,296
7-8	2,490	2,445	2,473	2,584	2,560	2,639	2,648	2,517	7-8	2,584	2,711	2,792	2,983	3,104	2,985	2,889	2,934	2,973	2,991
9-12	6,142	6,062	6,019	6,037	6,035	6,116	5,830	6,011	9-12	5,959	5,696	5,601	5,596	5,759	6,126	6,348	6,428	6,487	6,409

APPENDIX C

SCHOOL IMPACT FEE CALCULATIONS

HIGHLINE SCHOOL DISTRICT No. 401
IMPACT FEE CALCULATION
6/14/2017 - DRAFT

School Site Acquisition Cost:	Scope	Facility Acreage	Cost/Acre	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/SFR	Cost/MFR
Elementary Schools			\$0	0	0.1518	0.0930	\$0	\$0
Middle Schools					0.0262	0.0465	\$0	\$0
High Schools					0.0654	0.0698	\$0	\$0
TOTALS							\$0	\$0

School Construction Cost:	Scope	% Perm Fac.	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/SFR	Cost/MFR
Elementary Schools	1 site	97.36%	\$49,050	717	0.1518	0.0930	\$10,110	\$6,194
Middle Schools	1 site	97.36%	\$93,300	950	0.0262	0.0465	\$2,249	\$3,992
High Schools					0.0654	0.0698	\$0	\$0
TOTALS							\$12,360	\$10,186

Temporary Facilities Cost:	Scope	% Perm Fac.	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/SFR	Cost/MFR
Elementary Schools		2.64%	0	0	0.1518	0.0930	\$0	\$0
Middle Schools		2.64	0	0	0.0262	0.0465	\$0	\$0
High Schools			0	0	0.0654	0.0698	\$0	\$0
TOTALS							\$0	\$0

State Match Credit Calculation:	Scope	Const. Cost Allocation/SF	SF/Student	State Match	Student Factor SFR	Student Factor MFR	Cost/SFR	Cost/MFR
Elementary Schools		213.23	90	0.5462	0.1518	0.0930	\$1,591	\$1,792
Middle Schools		213.23	108	0	0.0262	0.0465	\$0	\$0
High Schools		0	0	0	0.0654	0.0698	\$0	\$0
TOTALS							\$1,591	\$1,792

Tax Payment Credit:		Credit/SFR	Credit/MFR
Average Assessed Value		\$326,622	\$109,319
Capital Bond Interest Rate		3.95%	3.95%
Net Present Value of Average Dwelling		\$2,655,803	\$888,886
Years Amortized		10	10
Property Tax Levy Rate		\$2,330	\$2,330
Tax Payment Credit		\$6,188	\$2,071

Fee Summary	Cost/SFR	Cost/MFR
School Site Acquisition Cost	\$0	\$0
School Construction Cost	\$12,360	\$10,186
Temporary Facilities Cost	\$0	\$0
State Matching Credit Calculation	\$1,591	\$1,792
Tax Payment Credit Calculation	\$6,188	\$2,071
SUBTOTAL	\$4,581	\$6,323
50% Local Share	-\$2,290	-\$3,162
CALCULATED IMPACT FEE	\$2,290	\$3,162
2017 IMPACT FEE - DRAFT	\$2,290	\$3,162

APPENDIX D

STUDENT GENERATION RATE DATA

**Highline School District
Student Generation Rates**

In 2017, the District developed student generation rates based upon new residential development occurring within the District's boundaries within the preceding five year period. The District compared student enrollment addresses to the addresses on permits for new dwelling units. Future updates to the Capital Facilities Plan will include updated information.

Single Family Occupancy Permits for the last 5 years = 382
Elementary School Students occupying Single Family Residences = 58
Elementary Students Single Family Student Generation Rate = .1518

Single Family Occupancy Permits for the last 5 years = 382
Junior High School Students occupying Single Family Residences = 10
Junior High School Students Single Family Student Generation Rate = .0262

Single Family Occupancy Permits for the last 5 years = 382
High School Students occupying Single Family Residences = 25
High School Students Single Family Student Generation Rate = .0654

Multi-Family Occupancy Permits for the last 5 years = 43
Elementary School Students occupying Multi-Family Residences = 4
Elementary Students Multi-Family Student Generation Rate = .0930

Multi-Family Occupancy Permits for the last 5 years = 43
Junior High School Students occupying Multi-Family Residences = 2
Junior High School Students Multi-Family Student Generation Rate = .0465

Multi-Family Occupancy Permits for the last 5 years = 43
High School Students occupying Multi-Family Residences = 3
High School Students Multi-Family Student Generation Rate = .0698

Kent School District

Capital Facilities

Plan

2017-2018 - 2022-2023



April 2017

Kent School District

SIX - YEAR CAPITAL FACILITIES PLAN

2017-2018 ~ 2022-2023

April 2017

Kent School District No. 415
12033 SE 256th Street
Kent, Washington 98030-6643
(253) 373-7295



BOARD of DIRECTORS

Ms. Karen DeBruler, President
Ms. Maya Vengadasalam, Vice President
Ms. Agda Burchard, Legislative Representative
Mr. Russ Hanscom, Director
Ms. Deborah Straus, Director

ADMINISTRATION

Dr. Calvin J. Watts
Superintendent of Schools

Mr. Michael Newman, Chief Business Officer
Mr. Ralph Fortunato, Executive Director of Fiscal Services
Mr. Fred Long, Executive Director of Facilities Services

Kent School District

Six-Year Capital Facilities Plan

Table of Contents

Section	Page Number
I Executive Summary	2
II Six-Year Enrollment Projection & History	4
III District Standard of Service	9
IV Inventory, Capacity & Maps of Existing Schools	12
V Six-Year Planning & Construction Plan – Site Map	17
VI Portable Classrooms	20
VII Projected Classroom Capacity	21
VIII Finance Plan, Cost Basis and Impact Fee Schedules	26
IX Summary of Changes to Previous Plan	33
X Appendixes	35

I Executive Summary

This Six-Year Capital Facilities Plan (the "Plan") has been prepared by the Kent School District (the "District") as the organization's capital facilities planning document, in compliance with the requirements of Washington's Growth Management Act, King County Code K.C.C. 21A.43 and Cities of Kent, Covington, Renton, Auburn, Black Diamond, Maple Valley, and SeaTac. This annual Plan update was prepared using data available in the spring of 2017 for the 2016-2017 school year.

This Plan is consistent with prior long-term capital facilities plans adopted by the Kent School District. This Plan is not intended to be the sole planning document for all of the District's needs. The District may prepare interim and periodic Long Range Capital Facilities Plans consistent with Board Policies, taking into account a longer or shorter time period, other factors and trends in the use of facilities, and other needs of the District as may be required.

Prior Capital Facilities Plans of the Kent School District have been adopted by Metropolitan King County Council and Cities of Kent, Covington, Auburn and Renton and included in the Capital Facilities Plan element of the Comprehensive Plans of each jurisdiction. This Plan has also been submitted to cities of Black Diamond, Maple Valley, and SeaTac for their information and inclusion in their Comprehensive Plans.

In order for impact fees to be collected in the unincorporated areas of Kent School District, the Metropolitan King County Council must adopt this Plan and a fee-implementing ordinance for the District. For impact fees to be collected in the incorporated portions of the District, the cities of Kent, Covington, Renton and Auburn must also adopt this Plan and their own school impact fee ordinances.

This Capital Facilities Plan establishes a standard of service in order to ascertain current and future capacity. While the State Superintendent of Public Instruction establishes square footage guidelines for capacity, those guidelines do not account for local program needs in the District. The Growth Management Act, King County and City codes and ordinances authorize the District to make adjustments to the standard of service based on specific needs for students of the District.

This Plan includes the standard of service as established by Kent School District. Program capacity is based on an average capacity and updated to reflect changes to special programs served in each building. Portables in the capacity calculation use the same standard of service as the permanent facilities.

The capacity of each school in the District is calculated based on the District's standard of service and the existing inventory of permanent facilities. The District's program capacity of permanent facilities reflects program changes and the state's mandated reduction of class size to meet the standard of service for Kent School District. Portables provide additional transitional capacity.

Kent School District is the fifth largest (fte basis) district in the state. Enrollment is electronically reported monthly to the Office of the Superintendent of Public Instruction ("OSPI") on Form P-223. Although funding apportionment is based on Annual Average Full Time Equivalent (AAFTE), enrollment on October 1 is a widely recognized "snapshot in time" that is used to report the District's enrollment for the year as reported to OSPI.

The District received authorization from the Office of Superintendent of Public Instruction to temporarily re-open the former Kent Elementary School at 317 Fourth Ave South in Kent. This facility will be used to house the kindergarten and early child education classes for both Kent and Neely-O'Brien Elementary Schools to alleviate overcrowding at those schools. This building re-opened in fall 2014 as the Kent Valley Early Learning Center.

The District's standard of service, enrollment history and projections, and use of transitional facilities are reviewed in detail in various sections of this Plan. The District plans to continue to satisfy concurrency requirements through the transitional use of portables.

A financing plan is included in Section VIII which demonstrates the District's ability to implement this Plan. Pursuant to the requirements of the Growth Management Act, this Plan will be updated annually with changes in the impact fee schedules adjusted accordingly.

II Six - Year Enrollment Projection

For capital facilities planning, enrollment growth projections are based on cohort survival and student yield from documented residential construction projected over the next six years. *(See Table 2, page 8 and map page 37)*. The student generation factor is the basis for the growth projections from new developments. *(See Page 5)*

King County live births and the District's relational percentage average were used to determine the number of kindergartners entering the system. *(See Table 1, page 7)* 8.19% of 25,032 King County live births in 2012 is projected for 2,050 students expected in Kindergarten for October 1, 2017. This is an increase of 402 live births in King County over the previous year. *(See Table 2, page 8)*

Early Childhood Education students (also identified as “ECE”), “Early Childhood Special Education (“ECSE”) students are forecast and reported to OSPI separately on Form P-223H for Special Education Enrollment. Capacity is reserved to serve students in the ECE programs at elementary schools.

The first grade population of Kent School District is traditionally 1-3% larger than the kindergarten population due to growth and transfers to the District. Cohort survival method uses historical enrollment data to forecast the number of students projected for the following year. Projections for October 1, 2017-2022 are from OSPI Report 1049 – Determination of Projected Enrollments.

Within practical limits, the District has kept abreast of proposed developments. The District will continue to track new development activity to determine impact to schools. Information on new residential developments and the completion of these proposed developments in all jurisdictions will be considered in the District's future analysis of growth projections. *(see map page 37)*

The Kent School District serves eight permitting jurisdictions: unincorporated King County, the cities of Kent, Covington, Renton, and Auburn and smaller portions of the cities of SeaTac, Black Diamond, and Maple Valley

STUDENT GENERATION FACTOR

"Student Factor" is defined by King County code as "the number derived by a school district to describe how many students of each grade span are expected to be generated by a dwelling unit" based on district records of average actual student generated rates for developments completed within the last ten years.

Following these guidelines, the student generation rate for Kent School District is as follows:

Single Family	Elementary	.398	
	Middle School	.096	
	Senior High	<u>.185</u>	
	Total		.679
Multi-Family	Elementary	.117	
	Middle School	.028	
	Senior High	<u>.029</u>	
	Total		.174

The student generation factor is based on a survey of 2,757 single-family dwelling units and 1,831 multi-family dwelling units with no adjustment for occupancy rates. Please refer to Appendix D on Page 37 of the Capital Facilities Plan for details of the Student Generation Factor survey.

In preparing the 2017-2018 to 2022-2023 Capital Facilities Plan the District contracted with Davis Demographics and Planning (DDP) of Riverside California, a noted expert in demographic studies for school districts, to analyze and prepare the student generation factor. DDP used a larger sample of single family residences than the district did in previous plans and included both "garden" and "urban style" apartments in the calculation for multi-family residences.

Urban style apartments typically have four stories, a central lobby and entrance, elevator access to all floors and have a central corridor with apartments on each side. These apartments have little or no surface street parking, with parking located beneath the building; retail may or may not be included with the building. If there is retail it will generally be located on the first floor. These apartments seldom have swimming pools and do not have playgrounds for children.

Garden style apartments will have very little studio apartments and will have more three bedroom apartments than the urban style and in theory generate more students enrolled in school. These apartments will also have lawns, club houses, swimming pools and places for children to play.

The District felt that it is important to include both styles of apartments for the student generation factor. Though it is anticipated that few students will come from the urban style, they are now part of the mix in Kent and thus should be included in mix of multi-family housing units.

Within the district's borders there are several low-income and multi-family housing projects coming on-line during 2017-2018. Once developed and occupancy occurring the District does recognize that the student generation for multi-family housing will likely increase for the 2018 Capital Facilities Plan.

**KENT SCHOOL DISTRICT No. 415
OCTOBER REPORT 1251H (HEADCOUNT) ENROLLMENT HISTORY**

LB = Live Births LB in 1999 LB in 2000 LB in 2001 LB in 2002 LB in 2003 LB in 2004 LB in 2005 LB in 2006 LB in 2007 LB in 2008

October HC Enrollment	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
King County Live Births ¹	21,863	22,431	22,874	22,680	24,244	24,899	25,222	25,057	24,514	24,630
Increase / Decrease	-349	568	443	-194	1,564	655	323	-165	-543	116
Kindergarten / Birth % ¹	8.30%	8.47%	8.33%	8.13%	8.18%	8.57%	8.40%	8.34%	8.34%	8.17%
Kindergarten	1815	1901	1905	1845	1983	2134	2119	2090	2045	2,013
Grade 1	1876	1923	1961	1996	1888	2017	2186	2127	2131	2,067
Grade 2	2051	1918	1966	1942	2016	1905	2055	2190	2163	2,163
Grade 3	2036	2087	1977	2002	1983	2082	1922	2070	2176	2,195
Grade 4	2052	2066	2052	1956	2024	2000	2087	1956	2089	2,195
Grade 5	2023	2050	2091	2086	1974	2044	2008	2116	1958	2,103
Grade 6	2105	2082	2075	2135	2135	2026	2079	2023	2058	1,952
Grade 7 ^{Middle School}	2136	2122	2117	2095	2105	2139	2046	2104	1974	2,021
Grade 8 "	2185	2148	2173	2153	2111	2139	2121	2091	2100	2,021
Grade 9 - Senior High	2564	2579	2472	2440	2471	2455	2483	2428	2093	2,105
Grade 10	2481	2248	2217	2238	2272	2092	2046	2151	2165	2,099
Grade 11	1962	2059	2046	2048	1995	1933	1873	1802	1818	1,865
Grade 12	1576	1648	1712	1694	1658	1646	1539	1576	1742	1,730
Total Enrollment ²	26,862	26,831	26,764	26,630	26,615	26,612	26,564	26,724	26,512	26,529

Yearly Headcount Increase / Decrease	0	-31	-67	-134	-15	-3	-48	160	-212	17
Cumulative Increase	0	-31	-98	-232	-247	-250	-298	-138	-350	-333

¹ This number indicates actual births in King County 5 years prior to enrollment year as updated by Washington State Department of Health, Center for Health Statistics. Kent School District percentage based on actual Kindergarten enrollment 5 years later.

² Enrollment reported to the state on Form P-223 generates basic education funding and excludes Early Childhood Special Education ("ECSE" & "B2" or Birth to 2 Preschool Inclusive Education) and college-only Running Start students.

**KENT SCHOOL DISTRICT No. 415
SIX - YEAR ENROLLMENT PROJECTION**

Full Day Kindergarten at all Elem	LB in 2010	LB in 2011	LB in 2012	LB in 2013	LB in 2014	LB Est. 2015	LB Est. 2016
	A C T U A L	P R O J	O J	E C	T I	O N	
October	2016	2017	2018	2019	2020	2021	2022
King County Live Births ¹	24,630	25,032	24,910	25,348	24,975	24,926	24,877 ¹
Increase / Decrease	0	402	-122	438	-373	-49	-49
Kindergarten / Birth % ²	8.17%	8.19%	8.21%	8.06%	8.16%	8.16%	8.16%
FD Kindergarten @ 1.0	2013	2,050	2,046	2,042	2,038	2,034	2,030
Grade 1	2067	2,043	2,081	2,077	2,073	2,069	2,065
Grade 2	2163	2,092	2,068	2,107	2,103	2,098	2,094
Grade 3	2195	2,188	2,116	2,092	2,131	2,127	2,122
Grade 4	2195	2,215	2,208	2,135	2,111	2,150	2,146
Grade 5	2103	2,210	2,230	2,223	2,150	2,126	2,165
Grade 6	1952	2,112	2,219	2,239	2,232	2,159	2,135
Grade 7	2021	1,944	2,104	2,210	2,230	2,223	2,151
Grade 8	2021	2,042	1,964	2,125	2,233	2,253	2,246
Grade 9	2105	2,214	2,236	2,150	2,326	2,445	2,467
Grade 10	2099	1,869	1,966	1,985	1,909	2,065	2,171
Grade 11	1865	1,819	1,620	1,704	1,720	1,655	1,790
Grade 12	1730	1,634	1,594	1,420	1,493	1,507	1,450
Total Enrollment Projection ³	26,529	26,432	26,452	26,509	26,749	26,911	27,032
Yearly Increase/Decrease ³		-97	20	57	240	162	121
Yearly Increase/Decrease %		-0.37%	0.08%	0.22%	0.91%	0.61%	0.45%

Total Enrollment Projection	26,529	26,432	26,452	26,509	26,749	26,911	27,032
-----------------------------	--------	--------	--------	--------	--------	--------	--------

¹ Kindergarten enrollment projection for 2017 is based on Kent SD percentage of live births in King County five years previous.
Live births for King County are estimates for years 2020-2022.

² Kindergarten projection is calculated by using the District's previous year percentage of King County births five years earlier compared to actual kindergarten enrollment in the previous year. (Excludes ECSE - Early Childhood Special Education preschoolers)

³ Headcount Projections for 2017 - 2022 from OSPI Report 1049 - Determination of Projected Enrollments

⁴ Oct. 2016 P223 Headcount is 26,532 & FTE 26,190.15. Full Headcount with ECE Preschool & Running Start students = 28,089

G R O W T H P R O J E C T I O N S - Adjustments for current economic factors

For facilities planning purposes, this six-year enrollment projection anticipates conservative enrollment growth from new development currently in some phase of planning or construction in the district.

III Current Kent School District "Standard of Service"

In order to determine the capacity of facilities in a school district, King County Code 21A.06 references a "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the district which would best serve the student population.

This Plan includes the standard of service as established by Kent School District. The District has identified schools with significant special needs programs as "impact" schools and the standard of service targets a lower class size at those facilities. Portables included in the capacity calculation use the same standard of service as the permanent facilities. (See Appendix A, B & C)

The standard of service defined herein will continue to evolve in the future. Kent School District is continuing a long-term strategic planning process combined with review of changes to capacity and standard of service. This process will affect various aspects of the District's standard of service and future changes will be reflected in future capital facilities plans.

Current Standards of Service for Elementary Students

Class size for Kindergarten is planned for an average of 23 or fewer students.
Class size for grades 1 - 3 is planned for an average of 23 or fewer students.
Class size for grades 4 - 6 is planned for an average of 27 or fewer students.

Class size for Kindergarten and grades 1, 2 and 3 for schools that qualify for high poverty funding (14 elementary schools for 2017-18) is planned for an average of 17 or fewer students.

Some special programs require specialized classroom space and the program capacity of some of the buildings housing these programs is reduced. Some students, for example, leave their regular classroom for a short period of time to receive instruction in special programs and space must be allocated to serve these programs.

Some students have scheduled time in a computer lab. Students may also be provided music instruction and physical education in a separate classroom or facility.

Some identified students will also be provided educational opportunities in classrooms for special programs such as those designated as follows:

English Language Learners (E L L)
Education for Disadvantaged Students (Title I) – Federal Program

Learning Assisted Programs (LAP) – State Program
Highly Capable Students-State Program
Reading, Math or Science Labs
Dual Language Programs in 4 elementary schools

Inclusive Education Service for Elementary and Secondary students with disabilities may be provided in a separate or self-contained classroom sometimes with a capacity of 10-15 depending on the program:

Early Childhood Special Education (ECSE) -3-4 yr. old students with disabilities
Tiered Intervention in Inclusive Education Support Center Programs
Integrated Programs & Resource Rooms (for special remedial assistance)
Self-contained Inclusive Education Support Center Programs (SC)
School Adjustment Programs for students with behavioral disorders (SA)
Adaptive Support Center for Mild, Moderate & Severe Disabilities (ASCDD)
Speech & Language Therapy & Programs for Hearing Impaired students
Occupational & Physical Therapy Programs (OT/PT)
The Outreach Program (TOP) for 18-21 year old secondary students

Some newer buildings have been constructed to accommodate most of these programs; some older buildings have been modified, and in some circumstances, these modifications reduce the classroom capacity of the buildings. When programs change, program capacity is updated to reflect the change in program and capacity.

Current Standards of Service for Secondary Students

The standards of service outlined below reflect only those programs and educational opportunities provided to secondary students which directly affect the capacity of the school buildings.

Class size for grades 7 – 8 is planned for an average of 28.6 or fewer students.
Class size for grades 9 – 12 is planned for an average of 30.6 or fewer students.

Similar to Inclusive Education Programs listed above, many other secondary programs require specialized classroom space which can reduce the program capacity of the permanent school buildings.

Identified secondary students will also be provided other educational opportunities in classrooms for programs designated as follows:

Computer, Multi-Media & Technology Labs & Programs
Technology Academy at Kent-Meridian High School & Mill Creek Middle School
Science Programs & Labs – Biology, Chemistry, Physics, Oceanography,
Astronomy, Meteorology, Marine Biology, General Science, etc.
English Language Learners (E L L)

Music Programs – Band, Orchestra, Chorus, Jazz Band, etc.
Art Programs – Painting, Design, Drawing, Ceramics, Pottery, Photography, etc.
Theater Arts – Drama, Stage Tech, etc.
Journalism and Yearbook Classes
Highly Capable (Honors or Gifted) and Advanced Placement Programs
International Baccalaureate (“IB”) Program
JROTC - Junior Reserve Officers Training Corps

Career & Technical Education Programs (CTE - Vocational Education)
Family & Consumer Science – Culinary Arts, Sewing, Careers w/Children/Educ., etc.
Child Development Preschool and Daycare Programs
Health & Human Services – Sports Medicine, Sign Language, Cosmetology, etc.

Business Education – Word Processing, Accounting, Business Law & Math, Marketing, Economics, Web Design, DECA, FBLA (Future Business Leaders).

Technical & Industry – Woodworking, Cabinet Making, Building Trades, Metals, Automotive & Manufacturing Technology, Welding, Drafting, Drawing, CAD (Computer-aided Design), Electronics, Engineering & Design, Aviation, ASL, etc.

Graphic & Commercial Arts, Media, Photography, Theater & Stage, Ag & Horticulture.

Kent Phoenix Academy- Performance Learning Center, Gateway, Virtual High School and Kent Success programs

Space or Classroom Utilization

As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods, it is not possible to achieve 100% utilization of regular teaching stations at secondary schools. Based on the analysis of actual utilization of classrooms, the District has determined that the standard utilization rate is 85% for secondary schools. Program capacity at elementary schools reflects 100% utilization at the elementary level.

I V Inventory and Capacity of Existing Schools

Currently, the District has permanent program capacity to house 27,103 students and transitional (portable) capacity to house 2,085. This capacity is based on the District's Standard of Service as set forth in Section III. Included in this Plan is an inventory of the District's schools by type, address and current capacity. (See *Table 3 on Page 13*). The ratio between permanent capacity and portable capacity is 94.9%-5.1%.

The program capacity is periodically updated for changes in programs, additional classrooms and new schools. Program capacity has been updated in this Plan to reflect program changes implemented in the Fall of 2015.

For the 2015-2016 school year and beyond the state has a mandated lower class size in 14 elementary schools that are classified as high poverty. The new class size in grades K-1, 2 and 3 will be 17 students for every teacher.

Calculation of Elementary, Middle School and Senior High School capacities are set forth in Appendices A, B and C. Maps of existing schools are included on Pages 14-16.

For clarification, the following is a brief description of some of the non-traditional programs for students in Kent School District:

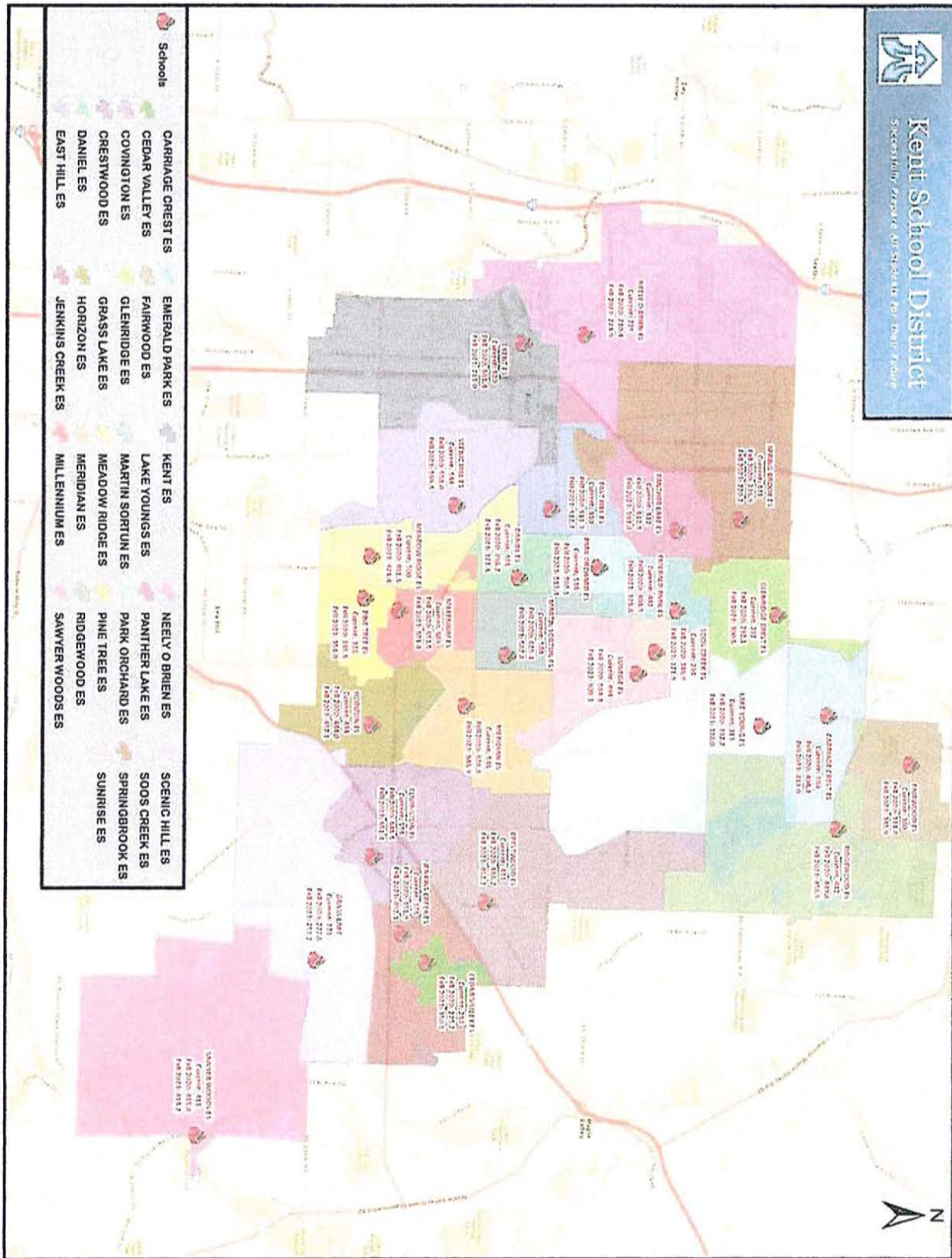
Kent Mountain View Academy serves Grades 3 – 12 with transition, choice and home school assistance programs. It is located in the former Grandview School in the western part of the district in Des Moines. This school was originally designed as an elementary school and is included in the elementary capacity for this Plan.

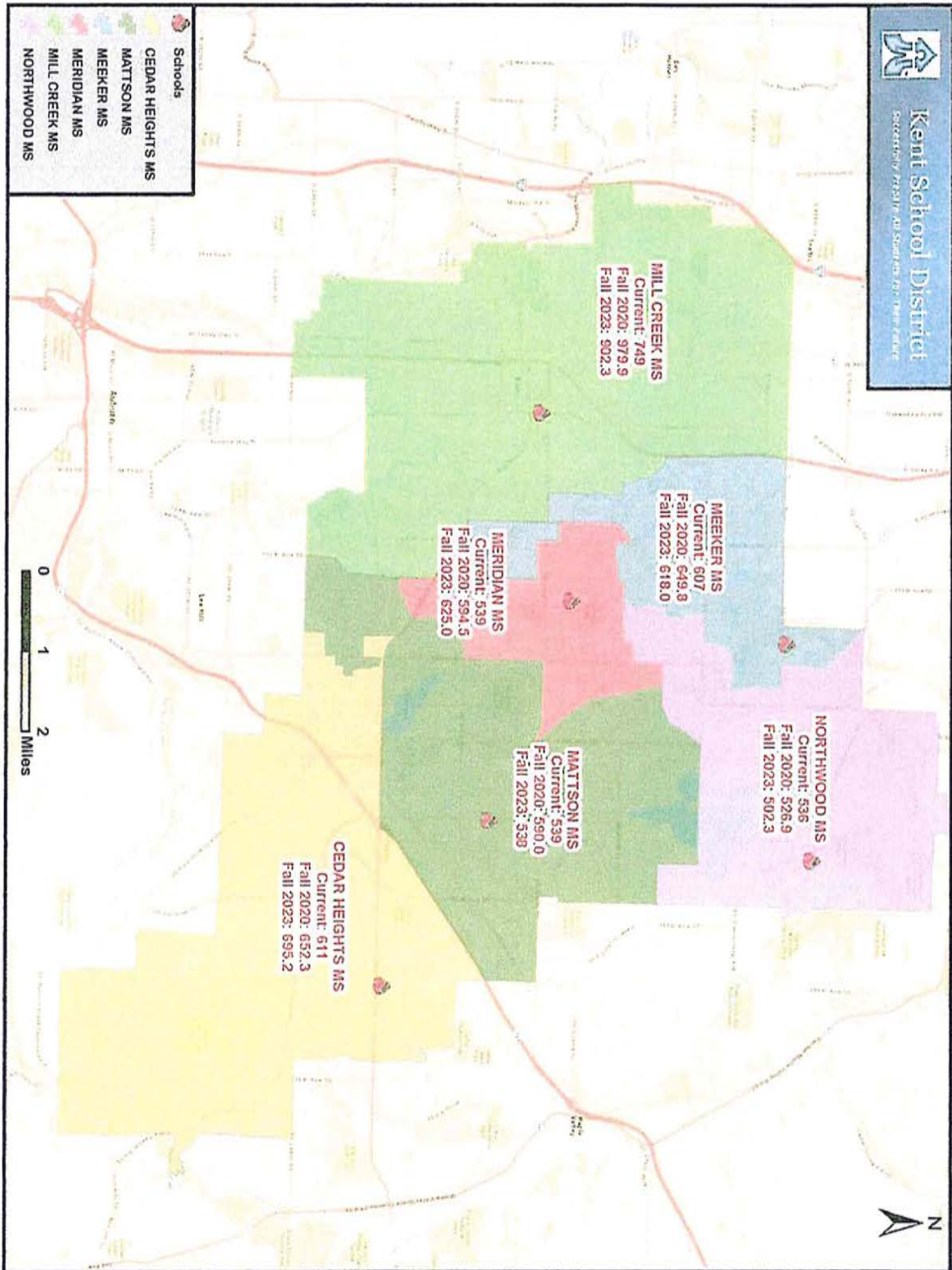
Kent Phoenix Academy is a non-traditional high school opened in fall 2007 in the renovated site and building that formerly served Sequoia Middle School. Kent Phoenix Academy has four special programs including the Performance Learning Center, Gateway, Virtual High School and Kent Success.

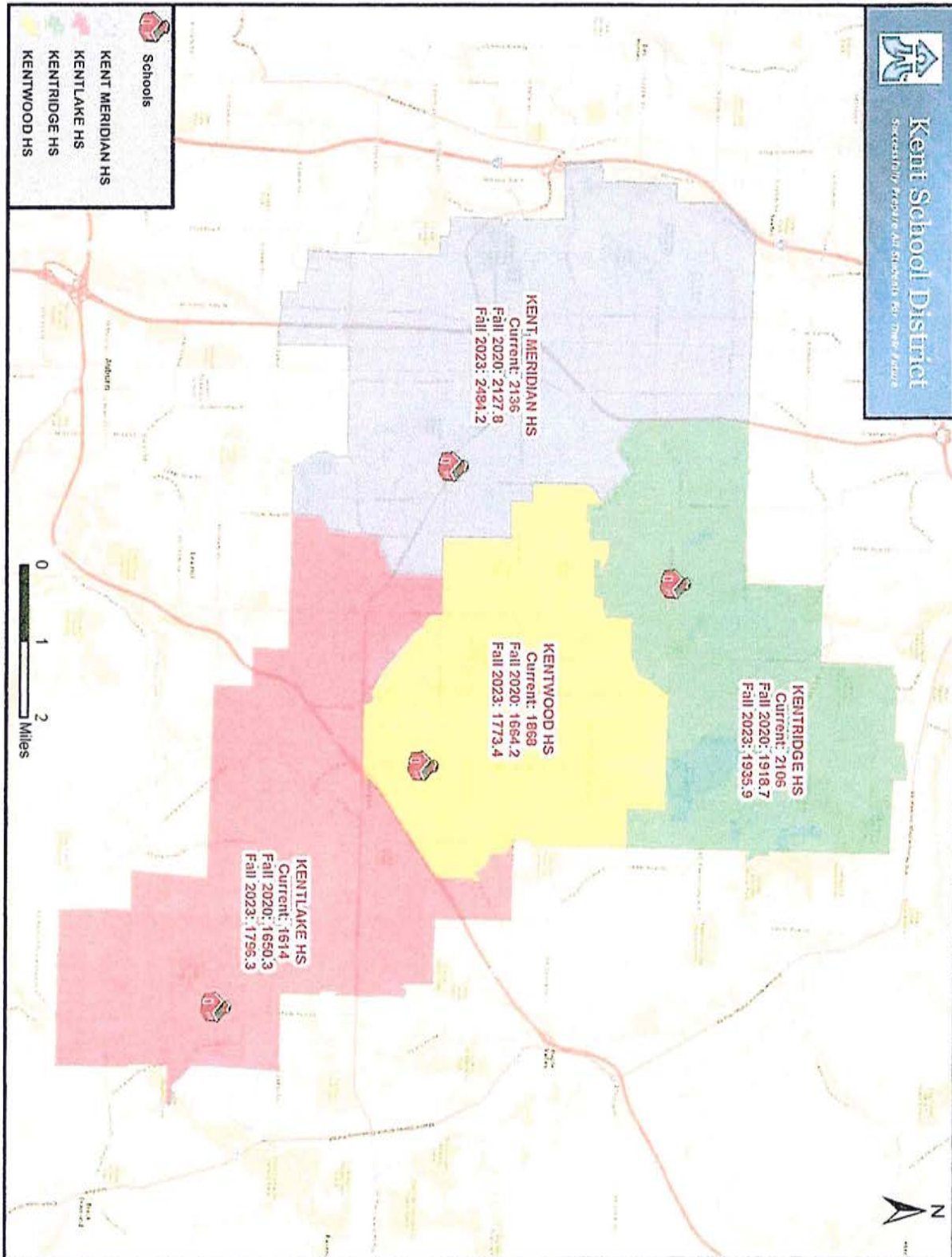
iGrad - In partnership with Green River College, Kent School District has pioneered the Individualized Graduation and Degree Program or "iGrad". iGrad offers a second chance to students age 16-21 who have dropped out of high school and want to earn a high school diploma. iGrad is not included in this Capital Facilities Plan because it is served in leased space at the Kent Hill Plaza Shopping Center. Over the past three years, enrollment in the iGrad program has averaged over 300 students.

**KENT SCHOOL DISTRICT No. 415
INVENTORY and CAPACITY of EXISTING SCHOOLS**

					2016-17
SCHOOL	Year Opened	ABR	ADDRESS		Program Capacity
Carriage Crest Elementary	1990	CC	18235 - 140th Avenue SE, Renton 98058		428
Cedar Valley Elementary	1971	CV	26500 Timberlane Way SE, Covington 98042		360
Covington Elementary	1961	CO	17070 SE Wax Road, Covington 98042		478
Crestwood Elementary	1980	CW	25225 - 180th Avenue SE, Covington 98042		408
East Hill Elementary	1953	EH	9825 S 240th Street, Kent 98031		464
Emerald Park	1999	EP	11800 SE 216th Street, Kent 98031		477
Fairwood Elementary	1969	FW	16600 - 148th Avenue SE, Renton 98058		386
George T. Daniel Elementary	1992	DE	11310 SE 248th Street, Kent 98030		432
Glenridge Elementary	1996	GR	19405 - 120th Avenue SE, Renton 98058		431
Grass Lake Elementary	1971	GL	28700 - 191st Place SE, Kent 98042		428
Horizon Elementary	1990	HE	27641 - 144th Avenue SE, Kent 98042		477
Jenkins Creek Elementary	1987	JC	26915 - 186th Avenue SE, Covington 98042		384
Kent Elementary	1999	KE	24700 - 64th Avenue South, Kent 98032		454
Kent Valley Early Learning Center	2014	KV	317 —4th Ave S, Kent, WA 98032		318
Lake Youngs Elementary	1965	LY	19660 - 142nd Avenue SE, Kent 98042		497
Martin Sortun Elementary	1987	MS	12711 SE 248th Street, Kent 98030		455
Meadow Ridge Elementary	1994	MR	27710 - 108th Avenue SE, Kent 98030		454
Meridian Elementary	1939	ME	25621 - 140th Avenue SE, Kent 98042		497
Millennium Elementary	2000	ML	11919 SE 270th Street, Kent 98030		478
Neely-O'Brien Elementary	1990	NO	6300 South 236th Street, Kent 98032		454
Panther Lake Elementary	2009	PL	20831 - 108th Avenue SE, Kent 98031		497
Park Orchard Elementary	1963	PO	11010 SE 232nd Street, Kent 98031		463
Pine Tree Elementary	1967	PT	27825 - 118th Avenue SE, Kent 98030		487
Ridgewood Elementary	1987	RW	18030 - 162nd Place SE, Renton 98058		477
Sawyer Woods Elementary	1994	SW	31135 - 228th Ave SE, Black Diamond 98010		477
Scenic Hill Elementary	1960	SH	26025 Woodland Way South, Kent 98030		454
Soos Creek Elementary	1971	SC	12651 SE 218th Place, Kent 98031		360
Springbrook Elementary	1969	SB	20035 - 100th Avenue SE, Kent 98031		396
Sunrise Elementary	1992	SR	22300 - 132nd Avenue SE, Kent 98042		477
Elementary TOTAL					12,848
Cedar Heights Middle School	1993	CH	19640 SE 272 Street, Covington 98042		895
Mattson Middle School	1981	MA	16400 SE 251st Street, Covington 98042		787
Meecker Middle School	1970	MK	12600 SE 192nd Street, Renton 98058		832
Meridian Middle School	1958	MM	23480 - 120th Avenue SE, Kent 98031		792
Mill Creek Middle School	2005	MC	620 North Central Avenue, Kent 98032		916
Northwood Middle School	1996	NW	17007 SE 184th Street, Renton 98058		926
Middle School TOTAL					5,148
Kent-Meridian High School	1951	KM	10020 SE 256th Street, Kent 98030		1,904
Kentlake Senior High School	1997	KL	21401 SE 300th Street, Kent 98042		1,957
Kentridge Senior High School	1968	KR	12430 SE 208th Street, Kent 98031		2,277
Kentwood Senior High School	1981	KW	25800 - 164th Avenue SE, Covington 98042		2,159
Senior High TOTAL					8,297
Kent Mountain View Academy	1997	MV/LC	22420 Military Road, Des Moines 98198		396
Kent Phoenix Academy	2007	PH	11000 SE 264th Street, Kent 98030		414
DISTRICT TOTAL					27,103







V Six-Year Planning and Construction Plan

In November 2017, the voters of the Kent School District approved a bond measure for \$252 million. This new bonding authority will provide for a replacement for Covington Elementary school (with increased capacity due to growth), a new elementary school in the Kent Valley (site to be determined), twenty additional classrooms throughout the district as well as other infrastructure projects.

At the time of preparation of this Plan in spring of 2017, the following projects to increase capacity either are in the planning phase or will start in spring 2017.

- Planning is complete for a replacement school for Covington Elementary School in first quarter of 2019. The project will start in spring of 2017 with planned completion in fall 2018. The project is funded with a combination of bond funds (bonds issued in February 2017), state assistance and impact fees.
- Planning is in progress for an additional elementary school in the Kent Valley in 2020 or beyond. The project will be funded with bonds funds and impact fees.
- Planning is in progress to add an additional 20 classrooms to elementary schools. The locations will be determined by need. The project will be funded with bonds funds and impact fees.
- Enrollment projections reflect future need for additional capacity at the elementary school level. Future facility and site needs are reflected in this Plan.
- Some funding for lease or purchase of additional portables may be provided by impact fees as needed. Sites are based on need for additional capacity.

As a critical component of capital facilities planning, county and city planners and decision-makers are encouraged to consider safe walking conditions for all students when reviewing applications and design plans for new roads and developments. This should include sidewalks for pedestrian safety to and from school and bus stops as well as bus pull-outs and turn-arounds for school buses.

Included in this Plan is an inventory of potential projects and sites identified by the District which are potentially acceptable site alternatives in the future. *(See Table 4 on Page 18 & Site map on Page 19).*

Voter approved bond issues have included funding for the purchase of sites for some of these and future schools, and the sites acquired to date are included in this Plan. Some funding is secured for purchase of additional sites but some may be funded with impact fees as needed. Not all undeveloped properties meet current school construction requirements and some property may be traded or sold to meet future facility needs. The Board of Directors has started the process to sell surplus property in the spring of 2015.

**KENT SCHOOL DISTRICT No. 415
Site Acquisitions and Projects Planned to Provide Additional Capacity**

SCHOOL / FACILITY / SITE				LOCATION	Type	Status	Projected Completion Date	Projected Program Capacity	% for new Growth
								Approximate	Approximate
# on Map	ELEMENTARY								
5	Replacement for Covington Elementary	SE 256th Street & 154th Ave SE	Replacement Elementary	Planning	2018-19	630	19%		
	Covington Elem - Capacity to be replaced	17070 SE Wax Road, Covington	Elementary	Utilized		530			
	New Elementary School	Kent Valley	Elementary Addition	Planning	2020-2021	600	100%		
	20 Additional Permanent Classrooms	Various schools where needed	Elementary Addition	Planning	2019-2022	480	100%		
MIDDLE SCHOOL & SENIOR HIGH									
No new projects required for Secondary Schools at this time & Secondary Schools are excluded from Impact Fee formula.									
								Additional Capacity	
TEMPORARY FACILITIES									
	Portables ¹	TBD - For placement as needed	New	Planning	2017+	24 - 31 each	100%		
# on Map	2 OTHER SITES ACQUIRED			Land Use Designation	Type	Land Use Jurisdiction			
4	Covington area North (Near Mattson MS)	SE 251 & 164 SE, Covington 98042	Urban	Elementary	City of Covington				
5	Covington area West (Halleson-Wikstrom)	SE 256 & 154 SE, Covington 98042	Urban	Elementary	City of Covington				
3	Ham Lake area (Pollard)	16820 SE 240, Kent 98042	Rural	Elementary	King County				
8	SE of Lake Morton area (West property)	SE 332 & 204 SE, Kent 98042	Rural	Secondary	King County				
2	Shady Lk area (Sowers, Blaine, Drahota, Paroline)	17426 SE 192 Street, Renton 98058	Urban	Elementary	King County				
1	So. King Co. Activity Center (former Nike site)	SE 167 & 170 SE, Renton 98058	Rural	TBD	King County				
12	South Central site (Yeh-Wms)	SE 286th St & 124th Ave SE, Auburn 98092	Urban	TBD	King County				
Notes:									
¹ TBD - To be determined - Some sites are identified but placement, timing and/or configuration of portables has not been determined.									
² Numbers correspond to sites on Site Bank Map on Page 20. Other Map site locations are parcels identified in Table 7 on Page 30.									

The Board will continue annual review of standard of service and those decisions will be reflected in the each update of the Capital Facilities Plan.

VI Portable Classrooms

The Plan references use of portable as interim or transitional capacity and facilities.

Currently, the District utilizes portables to house students in excess of permanent capacity and for program purposes at some school locations. *(Please see Appendices A, B, C)*

Based on enrollment projections, implementation of full day kindergarten programs, lower state mandated class size, program capacity and the need for additional permanent capacity, the District anticipates the need to purchase or lease additional portables during the next six-year period.

During the time period covered by this Plan, the District does not anticipate that all of the District's portables will be replaced by permanent facilities. During the useful life of some of the portables, the school-age population may decline in some communities and increase in others, and these portables provide the flexibility to accommodate the immediate needs of the community.

Portables may be used as interim or transitional facilities:

1. To prevent overbuilding or overcrowding of permanent school facilities.
2. To cover the gap between the times of demand for increased capacity and completion of permanent school facilities to meet that demand.
3. To meet unique program requirements.

Portables currently in the District's inventory are continually evaluated resulting in some being improved and some replaced.

The Plan projects that the District will use portables to accommodate interim housing needs for the next six years and beyond. The use of portables, their impacts on permanent facilities, life cycle and operational costs, and the interrelationship between portables, emerging technologies and educational restructuring will continue to be examined.

VII Projected Six-Year Classroom Capacity

As stated in Section IV, the program capacity study is periodically updated for changes in special programs and reflects class size requirements, class size fluctuations etc. As shown in the Inventory and Capacity chart in Table 3 on Page 13, the program capacity is also reflected in the capacity and enrollment comparison charts. *(See Tables 5 & 5 A-B-C on pages 22-25).*

Enrollment is electronically reported to OSPI on Form P-223 on a monthly basis and funding apportionment is based on Annual Average FTE (AAFTE). The first school day of October is widely recognized as the enrollment "snapshot in time" to report enrollment for the year.

Kent School District continues to be the fifth largest district (both fte and headcount basis) in the state of Washington. P-223 Headcount for October 2016 was 26,529 with kindergarten students counted at 1.0 and excluding ECSE and college-only Running Start students. A full headcount of all students enrolled in October 2016 totals 28,089, which include ECSE and college-only Running Start students.

In October 2016, there were 1,015 students in 11th and 12th grade participating in the Running Start program at different colleges and receiving credits toward both high school and college graduation. Five hundred eighty-nine of these students attended classes only at the college ("college-only") and are excluded from FTE and headcount for capacity and enrollment comparisons. Kent School District has one of the highest Running Start program participation rates in the state.

Based on the enrollment forecasts, permanent facility inventory and capacity, current standard of service, portable capacity, and future additional classroom space, the District plans to continue to satisfy concurrency requirements through the transitional use of portables. *(See Table 5 and Tables 5 A-B-C on Pages 22-25).*

This does not mean that some schools will not experience overcrowding. There may be a need for additional portables and/or new schools to accommodate growth within the District. New schools may be designed to accommodate placement of future portables. School attendance area changes, limited and costly movement of portables, zoning changes, market conditions, and educational restructuring will all play a major role in addressing overcrowding and underutilization of facilities in different parts of the District.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

TOTAL DISTRICT

SCHOOL YEAR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23			
	Actual	P	R	O	J	E	C	T	E	D
Permanent Program Capacity ¹	27,103	27,103	27,103	27,103	27,323	27,443	28,163			
Changes to Permanent Capacity ¹										
Capacity Increase (F)										
Replacement school with projected increase in capacity:										
Covington Elementary Replacement (U) ²					630					
To Replace current Covington Elementary capacity					-530					
New Elementary School in Kent Valley ³							600			
Additional Permanent Classrooms					120	120	120			120
Permanent Program Capacity Subtotal	27,103	27,103	27,103	27,323	27,443	28,163	28,283			
Interim Portable Capacity ⁴										
Elementary Portable Capacity Required	1,440	1,656	1,728	1,440	1,248	456	336			
Middle School Portable Capacity Required ⁷	0	0	0	0	0	0	0			
Senior High School Portable Capacity Required ⁷	0	0	0	0	0	0	0			
	1,440	1,656	1,728	1,440	1,248	456	336			
TOTAL CAPACITY ¹	28,543	28,759	28,831	28,763	28,691	28,619	28,619			
TOTAL ENROLLMENT/ PROJECTION ⁵	26,529	26,432	26,452	26,509	26,749	26,911	27,032			
DISTRICT AVAILABLE CAPACITY ⁶	2,014	2,327	2,379	2,254	1,942	1,708	1,587			

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Replacement school for Covington Elementary will increase capacity and will be built on a different existing urban site.

³ New Elementary School on site in Kent Valley to be determined.

⁴ 2016-17 total classroom portable capacity is 1440. Some additional relocatable used for program purposes.

⁵ Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

⁶ School capacity meets concurrency requirements and no impact fees are proposed for secondary schools.

KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY

ELEMENTARY - Grades K - 6

SCHOOL YEAR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Actual	P R O J E C T E D						
Elementary Permanent Capacity ¹	12,848	13,244	13,244	13,244	13,464	13,584	14,304
Kent Mountain View Academy ²	396						
Changes to Elementary Capacity							
Covington Elementary Replacement (U) ³ Will replace current Covington Elementary capacity				630	-530		
New Elementary School in Kent Valley						600	
Additional Permanent Classrooms ⁴				120	120	120	120
Subtotal	13,244	13,244	13,244	13,464	13,584	14,304	14,424
Portable Capacity Required ¹	1,440	1656	1728	1440	1248	456	336
TOTAL CAPACITY ^{1/2}	14,684	14,900	14,972	14,904	14,832	14,760	14,760
Adjusted for FULL Day Kindergarten Headcount							
ENROLLMENT / PROJECTION ⁵	14,688	14,910	14,968	14,915	14,838	14,763	14,757
SURPLUS (DEFICIT) CAPACITY	-4	-10	4	-11	-6	-3	3
Number of Portables Required	60	69	72	60	52	19	14

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Kent Mountain View Academy is a special program serving students in Grades 3 - 12.
The school building (formerly Kent Learning Center & Grandview Elem.) was designed as an elementary school.

³ Replacement school for Covington Elementary will increase capacity and is planned for a different existing urban site.

⁴ Additional classrooms will be placed at schools with the greatest need for alleviating overcrowding.

⁵ Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.
Enrollment & Projections reflect FULL Day Kindergarten at ALL Elementary schools @ 1.0 & exclude ECSE Preschoolers.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

MIDDLE SCHOOL - Grades 7 - 8

SCHOOL YEAR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23		
	Actual	P	R	O	J	E	C	T	E

Middle School Permanent Capacity ¹	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
---	-------	-------	-------	-------	-------	-------	-------	-------

No Changes to Middle School Capacity

Subtotal	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
----------	-------	-------	-------	-------	-------	-------	-------	-------

Portable Capacity Required ¹	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---

TOTAL CAPACITY ^{1&3}	5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
-----------------------------------	-------	-------	-------	-------	-------	-------	-------	-------

ENROLLMENT / PROJECTION ²	4,042	3,986	4,068	4,335	4,463	4,476	4,397
--------------------------------------	-------	-------	-------	-------	-------	-------	-------

SURPLUS (DEFICIT) CAPACITY	1,106	1,162	1,080	813	685	672	751
----------------------------	-------	-------	-------	-----	-----	-----	-----

Number of Portables Required 0 0 0 0 0 0 0

No Classroom Portables required at middle schools at this time. Some Portables used for classroom and program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Actual October Headcount Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

³ Surplus capacity due to grade level reconfiguration - All 9th grade students moved to the high schools in Fall 2004.

**KENT SCHOOL DISTRICT No. 415
PROJECTED ENROLLMENT and CAPACITY**

SENIOR HIGH - Grades 9 - 12

SCHOOL YEAR	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
	Actual	P R O J E C T E D					

Senior High Permanent Capacity ¹	8,711	8,711	8,711	8,711	8,711	8,711	8,711
---	-------	-------	-------	-------	-------	-------	-------

Includes Kent Phoenix Academy ²

No Changes to High School Capacity

Subtotal	8,711	8,711	8,711	8,711	8,711	8,711	8,711
----------	-------	-------	-------	-------	-------	-------	-------

Portables Capacity Required ¹	0	0	0	0	0	0	0
--	---	---	---	---	---	---	---

TOTAL CAPACITY ¹	8,711	8,711	8,711	8,711	8,711	8,711	8,711
------------------------------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

ENROLLMENT / PROJECTION ³	7,799	7,536	7,416	7,259	7,448	7,672	7,878
--------------------------------------	-------	-------	-------	-------	-------	-------	-------

SURPLUS (DEFICIT) CAPACITY	912	1,175	1,295	1,452	1,263	1,039	833
-----------------------------------	------------	--------------	--------------	--------------	--------------	--------------	------------

Number of Portables Required	0	0	0	0	0	0	0
------------------------------	---	---	---	---	---	---	---

No Classroom Portables required at this time. Some Portables used for classroom and program purposes.

¹ Capacity is based on standard of service for programs provided and is updated periodically to reflect program changes.

² Kent Phoenix Academy opened in Fall 2007 serving grades 9 - 12 with four special programs.

³ Actual October Enrollment with Projections from OSPI Report 1049 - Determination of Projected Enrollments.

VIII Finance Plan

The finance plan shown on *Table 6* demonstrates how the Kent School District plans to finance improvements for the years 2017-2018 through 2022-2023. The financing components include secured and unsecured funding and impact fees. The plan is based on future bond issues, state school construction assistance, collection of impact fees under the State Growth Management Act and voluntary mitigation fees paid pursuant to State Environmental Policy Act.

The plan calls for the replacement of Covington Elementary in 2018-19 which will increase the capacity of the current school by approximately 20%. Some impact fees will be utilized as part of the finance plan.

The plan also includes an additional elementary school in the Kent Valley and the siting will be determined at a later date. The district does have two sites where the school could be placed and a decision has not been made. This new school will increase the capacity at the elementary level by 600 students. Some impact fees are scheduled to be part of the overall finance plan.

To address overcrowding at our elementary schools, the plan also includes twenty additional permanent classrooms at the schools of the greatest need. A decision as to the placing of these classrooms has not been made. These classrooms will be at the schools with the most overcrowding. Some impact fees are scheduled to be part of the overall finance plan.

In November 2016, the District held a special election to approve the authorization of \$252,000,000 in bonding authority. The projects described above are part of this authorization. The first series of bonds (\$80 million) were issued in February 2017, which will fund the replacement of Covington Elementary as well as other infrastructure projects.

The Finance Plan includes new portables to be purchased or leased to provide additional capacity and some may be funded from impact fees.

Enrollment projections reflect future need for additional capacity at the elementary level and unfunded facility needs will be reviewed in the future and reported in annual updates of the Capital Facilities Plan. No impact fees are requested for secondary schools in this Plan.

For the Six-Year Finance Plan, costs of future schools are based on estimates from Kent School District Facilities Department. Please see pages 27-28 for a summary of the cost basis.

VIII Finance Plan - Cost Basis Summary

For impact fee calculations, construction costs are based on cost of the last elementary school, adjusted for inflation, and projected cost of the future elementary schools and additional classrooms.

Elementary School	Cost	Projected Cost
Cost of Panther Lake Elementary Replacement (Opened in Fall 2009)	\$26,700,000	
Projected cost - Covington Elementary Replacement (Projected to open in 2018)		\$46,077,470
Projected cost of New Elementary School Kent Valley (Projected to open in 2020)		\$46,000,000
20 Additional permanent Classrooms		\$16,829,000

Site Acquisition Cost

The site acquisition cost is based on an average cost of sites purchased or built on within the last ten years. Please see Table 7 on page 29 for a list of site acquisition costs and averages.

District Adjustment

The impact fee calculations on pages 31 and 32 include a "District Adjustment" which is equal to the amount of increase that the impact fee formulas total for this year and adjusted for the increase in the Consumer Price Index (2.6%) for the Seattle metropolitan area.

**KENT SCHOOL DISTRICT No. 415
SIX-YEAR FINANCE PLAN**

SCHOOL FACILITIES	*	2017	2018	2019	2020	2021	2022	Estimated			
								TOTAL	Secured Local & State	Unsecured State ² or Local ³	Impact Fees ⁵
PERMANENT FACILITIES											
Covington Elementary Replacement ¹	F		\$46,077,470					\$46,077,470	\$37,777,470		\$8,300,000
New Elementary School-Kent Valley	F			\$46,000,000				\$46,000,000	\$46,000,000		\$1,840,000
Elementary Site Acquisition (10 acres)				\$1,100,000				\$1,100,000	\$1,056,000		\$44,000
20 Additional Permanent Classrooms	F		\$4,207,250	\$4,207,250	\$4,207,250	\$4,207,250		\$16,829,000	\$15,146,100		\$605,000
NO Secondary School Projects at this time.											
TEMPORARY FACILITIES											
Additional portables ³⁻⁴	U		\$1,125,000 9 portables	\$393,750 3 portables				\$1,518,750			\$1,518,750
OTHER											
N/A											
Totals		\$0	\$51,409,720	\$5,701,000	\$50,207,250	\$4,207,250	\$0	\$111,525,220	\$53,979,570	\$46,000,000	\$12,307,750

* F = Funded U = Unfunded

NOTES:

- ¹ Based on estimates of actual or future construction costs from Facilities Department. (See Page 26 for Cost Basis Summary)
- ² The District anticipates receiving some State Funding Construction Assistance for some projects.
- ³ Facility needs are pending review. Some of these projects may be funded with impact fees.
- ⁴ Cost of portables based on current cost and adjusted for inflation for future years.
- ⁵ Fees in this column are based on amount of fees collected to date and estimated fees on future units.

KENT SCHOOL DISTRICT No. 415
Site Acquisitions & Costs
Average of Sites Purchased, Sold or Built on within last 15 Years

Type & # on Map	School / Site	Purchased/Sold	Location	Acreage	Cost/Price	Avg cost-price/acre	Total Average Cost / Acre
Elementary							
13 / Urban	Panther Lake Elementary Replacement Site	2008	10200 SE 216 St, Kent 98031	9.40	\$4,485,013	\$477,129	
12/Urban	Property Sale-29.7 acres of Plemons-Yeh site	2016	SSE 124th Ave and 284th ST SE	29.70	\$947,536	\$31,904	
	Property Sale-Scarsella site	2015	2900 Kent Black Diamond RD SE	13.25	\$330,000	\$24,906	
	Elementary Site Subtotal			52.35	\$5,762,549		\$110,077 Elem site average
Middle School							
10 / Urban	Mill Creek MS (Kent JH) / McMillan St. assemblage	2002	411-432 McMillan St., Kent 98032	1.23	\$844,866	\$686,883	
	Middle School Site Subtotal			1.23	\$844,866		\$686,883 Middle Schl Site Avg.
Senior High							
11 / Urban	K-M High School Addition (Kent 6 & Britt Smith)	2002 & 2003	10002 SE 256th Street	6.31	\$3,310,000	\$524,564	
	Senior High Site Subtotal			6.31	\$3,310,000		\$524,564 Sr HI Site Average
<p>Note: All rural sites were purchased prior to adoption of Urban Growth Area. Numbers correspond to locations on Site Bank & Acquisitions Map on Page 17.</p>							
Properties purchased prior to 1996							
1 / Rural	So. King County Activity Center (Nike site) purchased prior to 1996.						
4 / Urban	Site - Covington area North (So of Mattison MS)	1984					
3 / Rural	Site - Ham Lake east (Pollard)	1992					
8 / Rural	Site - SE of Lake Morton area (West property)	1993					
2 / Urban	Site - Shady Lake (Sowers-Blaine-Drahota-Paroline)	1995					
Total Acreage & Cost							Total Average Cost / Acre
59.89 \$9,917,415							\$165,594

**KENT SCHOOL DISTRICT
FACTORS FOR ESTIMATED IMPACT FEE CALCULATIONS**

Student Generation Factors - Single Family

Elementary (Grades K - 6)	0.398
Middle School (Grades 7 - 8)	0.096
Senior High (Grades 9 - 12)	0.185
Total	<u>0.679</u>

Student Generation Factors - Multi-Family

Elementary	0.117
Middle School	0.028
Senior High	0.029
Total	<u>0.174</u>

Projected Increased Student Capacity

Elementary	<u>2,516</u>
Middle School	<u>0</u>
Senior High Addition	<u>0</u>

OSPI - Square Footage per Student

Elementary	<u>90</u>
Middle School	<u>117</u>
Senior High	<u>130</u>
Special Education	<u>144</u>

Required Site Acreage per Facility

Elementary (required)	<u>11</u>
Middle School (required)	<u>21</u>
Senior High (required)	<u>32</u>

Average Site Cost / Acre

Elementary	<u>\$110,077</u>
Middle School	<u>\$686,883</u>
Senior High	<u>\$524,564</u>

New Facility Construction Cost

Elementary *	<u>\$46,077,470</u>
Middle School	<u>\$0</u>
Senior High *	<u>\$0</u>

Temporary Facility Capacity & Cost

Elementary @ 24	<u>\$125,000</u>
Middle School @ 29	<u>\$0</u>
Senior High @ 31	<u>\$0</u>

* See cost basis on Pg. 26

Temporary Facility Square Footage

Elementary	<u>142,980</u>
Middle School	<u>10,736</u>
Senior High	<u>22,192</u>
Total 5.1%	<u>175,908</u>

State Funding Assistance Credit

District Funding Assistance Percentage	<u>56.96%</u>
--	---------------

Permanent Facility Square Footage

Elementary (Includes KMVA)	<u>1,470,543</u>
Middle School	<u>660,904</u>
Senior High	<u>1,110,415</u>
Total 94.9%	<u>3,241,862</u>

Construction Cost Allocation

CCA - Cost/Sq. Ft. (Effective July 2016)	<u>\$213.23</u>
--	-----------------

District Average Assessed Value

Single Family Residence	<u>\$328,047</u>
-------------------------	------------------

Total Facilities Square Footage

Elementary	<u>1,613,523</u>
Middle School	<u>671,640</u>
Senior High	<u>1,132,607</u>
Total	<u>3,417,770</u>

District Average Assessed Value

Multi-Family Residence	<u>\$143,332</u>
------------------------	------------------

Developer Provided Sites / Facilities

Value	<u>0</u>
Dwelling Units	<u>0</u>

Bond Levy Tax Rate/\$1,000

Current / \$1,000 Tax Rate	<u>\$1.03</u>
----------------------------	---------------

General Obligation Bond Interest Rate

Current Bond Interest Rate	<u>3.95%</u>
----------------------------	--------------

CPI Inflation Factor

<u>2.60%</u>

**KENT SCHOOL DISTRICT
IMPACT FEE CALCULATION for SINGLE FAMILY RESIDENCE**

Site Acquisition Cost per Single Family Residence

Formula: ((Acres x Cost per Acre) / Facility Capacity) x Student Generation Factor

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$110,077	630	0.398	\$764.95
A 2 (Middle School)	21	\$0	1,065	0.070	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.138</u>	\$0
				0.606	
				A ⇨	<u>\$764.95</u>

Permanent Facility Construction Cost per Single Family Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Square Footage Ratio)

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$46,077,470	630	0.398	0.903	\$26,285.66
B 2 (Middle School)	\$0	900	0.096	0.984	\$0
B 3 (Senior High)	\$0	1,600	<u>0.185</u>	0.998	\$0
			0.679		
				B ⇨	<u>\$26,285.66</u>

Temporary Facility Cost per Single Family Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary / Total Square Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$125,000	24	0.398	0.097	\$201.07
C 2 (Middle School)	\$0	29	0.070	0.016	\$0
C 3 (Senior High)	\$0	31	<u>0.138</u>	0.02	\$0
			0.606		
				C ⇨	<u>\$201.07</u>

State Funding Assistance Credit per Single Family Residence (formerly "State Match")

Formula: Area Cost Allowance x SPI Square Feet per student x Funding Assistance % x Student Factor

	Construction Cost Allocation	SPI Sq. Ft. / Student	Assistance %	Student Factor	
D 1 (Elementary)	\$213.23	90	0.5696	0.398	\$4,350.55
D 2 (Middle School)	\$213.23	117	0	0.096	\$0
D 3 (Senior High)	\$213.23	130	0	<u>0.185</u>	\$0
				D ⇨	<u>\$4,350.55</u>

Tax Credit per Single Family Residence

Average SF Residential Assessed Value	\$328,047		
Current Debt Service Rate / \$1,000	\$1.03		
Current Bond Interest Rate	3.95%		
Years Amortized (10 Years)	10	TC ⇨	\$1,988.27

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units		
0	0	FC ⇨	0

Fee Recap

A = Site Acquisition per SF Residence	\$764.95		
B = Permanent Facility Cost per Residence	\$26,285.66		
C = Temporary Facility Cost per Residence	\$201.07		
Subtotal			\$27,251.68
D = State Match Credit per Residence	\$4,350.55		
TC = Tax Credit per Residence	\$1,988.27		
Subtotal			<u>\$6,338.82</u>
Total Unfunded Need	\$20,912.86		
50% Developer Fee Obligation		\$10,456	
FC = Facility Credit (if applicable)		0	
District Adjustment (see page 28 for explanation)		(5,221)	
Net Fee Obligation per Residence - Single Family			\$5,235

**KENT SCHOOL DISTRICT
IMPACT FEE CALCULATION for MULTI-FAMILY RESIDENCE**

Site Acquisition Cost per Multi-Family Residence Unit

Formula: ((Acres x Cost per Acre) / Facility Capacity) x Student Generation Factor

	Required Site Acreage	Average Site Cost/Acre	Facility Capacity	Student Factor	
A 1 (Elementary)	11	\$110,077	630	0.117	\$224.87
A 2 (Middle School)	21	\$0	1,065	0.028	\$0
A 3 (Senior High)	32	\$0	1,000	<u>0.029</u>	\$0
				0.174	
				A ⇨	<u>\$224.87</u>

Permanent Facility Construction Cost per Multi-Family Residence Unit

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent / Total Square Footage Ratio)

	Construction Cost	Facility Capacity	Student Factor	Footage Ratio	
B 1 (Elementary)	\$46,077,470	630	0.117	0.903	\$7,727.19
B 2 (Middle School)	\$0	1,065	0.028	0.984	\$0
B 3 (Senior High)	\$0	1,600	<u>0.029</u>	0.998	\$0
			0.174		
				B ⇨	<u>\$7,727.19</u>

Temporary Facility Cost per Multi-Family Residence Unit

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary / Total Square Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
C 1 (Elementary)	\$125,000	24	0.117	0.097	\$59.11
C 2 (Middle School)	\$0	29	0.028	0.016	\$0
C 3 (Senior High)	\$0	31	0.029	0.02	\$0
			0.174		
				C ⇨	<u>\$59.11</u>

State Funding Assistance Credit per Multi-Family Residence (formerly "State Match")

Formula: Area Cost Allowance x SPI Square Feet per student x Funding Assistance % x Student Factor

	Area Cost Allowance	SPI Sq. Ft. / Student	Equalization %	Student Factor	
D 1 (Elementary)	\$213.23	90	0.5696	0.117	\$1,278.93
D 2 (Middle School)	\$213.23	117	0	0.022	\$0
D 3 (Senior High)	\$213.23	130	0	<u>0.039</u>	\$0
				D ⇨	<u>\$1,278.93</u>

Tax Credit per Multi-Family Residence Unit

Average MF Residential Assessed Value	\$143,332		
Current Debt Service Rate / \$1,000	\$1.03		
Current Bond Interest Rate	3.95%		
Years Amortized (10 Years)	10	TC ⇨	\$1,156.85

Developer Provided Facility Credit

Facility / Site Value	Dwelling Units
0	0

FC ⇨ 0

Fee Recap

A = Site Acquisition per Multi-Family Unit	\$224.87	
B = Permanent Facility Cost per MF Unit	\$7,727.19	
C = Temporary Facility Cost per MF Unit	\$59.11	
Subtotal		\$8,011.17
D = State Match Credit per MF Unit	\$1,278.93	
TC = Tax Credit per MF Unit	\$1,156.85	
Subtotal		<u>\$2,435.78</u>

Total Unfunded Need	\$5,575.39	
50% Developer Fee Obligation		\$2,788
FC = Facility Credit (if applicable)		0
District Adjustment (see page 28 for explanation)		(\$518)
Net Fee Obligation per Residential Unit - Multi-family		\$2,267

IX Summary of Changes to June 2016 Capital Facilities Plan

The Capital Facilities Plan (the "Plan") is updated annually based on previous Plans in effect since 1993. The primary changes from the May 2016 Plan are summarized here.

Changes to capacity continue to reflect fluctuations in class size as well as program changes. Changes in portables or transitional capacity reflect use, lease or purchase, sale, surplus and/or movement between facilities.

The student headcount enrollment forecast is updated annually. All Elementary schools now have Full Day Kindergarten so six-year Kindergarten projections were previously modified to meet the requirements for Full Day Kindergarten programs at all elementary schools.

The district expects to receive some State Funding Assistance (formerly called "state matching funds") for projects in this Plan and tax credit factors are updated annually. Unfunded site and facility needs will be reviewed in the future.

The impact fees for 2017 will increase by the percentage increase of the consumer price index for the Seattle metropolitan area in. For 2016, the increase was 2.6%. For single-family residences, the fee will increase by \$135 to \$5,235. The impact fee for multi-family units will increase by \$57 to \$2,210.

Changes to Impact Fee Calculation Factors include:

ITEM	Grade/Type	FROM	TO	Comments
Student Generation Factor	Elem	0.257	0.398	
Single Family (SF)	MS	0.070	0.096	
	SH	0.138	0.185	
	Total	0.465	0.679	0.214 Increase
Student Generation Factor	Elem	0.111	0.117	
Multi-Family (MF)	MS	0.022	0.028	
	SH	0.039	0.029	
	Total	0.172	0.174	0.002 Increase
State Funding Assistance Ratios ("State Match")		56.96%	56.96%	Per OSPI Website
Area Cost Allowance		\$213.23	\$213.23	Per OSPI Website
Average Assessed Valuation (AV)	SF	\$307,784	\$328,047	Puget Sound ESD
AV - Average of Condominiums & Apts.	MF	\$123,109	\$143,332	Puget Sound ESD
Debt Service Capital Levy Rate / \$1000		\$1.398	\$1.0269	Per King Co. Assessor Report
General Obligation Bond Interest Rate		3.27%	3.95%	Bond Buyers 20 year GO Index
Impact Fee - Single Family	SF	\$5,100	\$5,235	Increase of \$135 or 2.6%
Impact Fee - Multi-Family	MF	\$2,210	\$2,267	Increase of \$57 or 2.6%

**KENT SCHOOL DISTRICT No. 415
STANDARD of SERVICE - PROGRAM CAPACITY - INVENTORY of PORTABLES - FTE and HEADCOUNT ENROLLMENT**

K S D ELEMENTARY SCHOOL	ABR	Number of Std or High Cap Classrooms	Std/High Cap Capacity at 24 average ¹	SE/IP CR	Special Program Capacity ²	2016-17 Program Capacity ²	Program Use Portables	Classroom Use Portables	Releasable Capacity at 24 average ¹	10/1/2013	10/1/2013	Hi POV
										P223 FTE ³ Enrollment	P223 Hdcount Enrollment	
Carnegie Crest	CC	20	418	5	20	438	0	0	0	392.53	427	N
Cedar Valley	CV/e	17	355	6	30	385	2	1	24	305.00	305	Y
Covington	CO/e	21	439	5	26	465	2	1	24	442.00	474	Y
Crestwood	CW	18	376	4	0	376	2	2	48	462.34	493	N
East Hill	EH	21	439	5	12	461	0	7	168	514.03	515	Y
Emerald Park	EP	21	439	2	0	439	3	0	0	454.50	491	Y
Fairwood	FW/e	20	418	3	0	418	1	2	48	399.10	434	N
George T. Daniel Elem	DE	21	439	5	26	465	0	5	120	514.00	514	Y
Glenridge	GR	20	418	4	0	418	2	0	0	453.50	486	Y
Grass Lake	GL/h	20	418	4	20	438	1	0	0	406.50	427	N
Horizon	HE	20	418	2	0	418	3	0	0	442.00	469	Y
Jenkins Creek	JC	21	439	7	44	483	3	1	24	318.00	349	N
Kent Elementary	KE/h	23	481	3	0	481	2	4	86	642.00	642	Y
Kent Valley ELC	KV	14	293	0	0	293	0	0	0			
Lake Youngs	LY/h	26	543	7	20	563	0	0	0	476.33	500	N
Martin Sortun	MS	22	460	3	24	484	1	2	48	568.50	615	Y
Meadow Ridge	MR/e	17	355	2	32	387	0	5	120	545.00	545	Y
Mendian Elementary	ME/h	21	439	3	20	459	3	2	48	566.50	612	N
Millennium Elementary	ML	20	418	3	24	442	0	1	24	567.00	567	Y
Neely-O'Brien	NO	20	418	5	0	418	7	5	120	768.00	768	Y
Panther Lake (New)	PL	21	439	5	20	459	4	1	24	650.00	650	Y
Park Orchard	PO	18	376	7	54	430	2	0	0	541.06	543	Y
Pine Tree	PT/h	21	439	4	10	449	3	0	0	520.03	521	Y
Ridgewood	RW/h	21	439	1	0	439	1	2	48	493.53	527	N
Sawyer Woods	SW	21	439	2	0	439	0	0	0	413.22	448	N
Scenic Hill	SH	17	355	6	68	423	4	3	72	642.00	642	Y
Soos Creek	SC/e	15	313	4	20	333	3	0	0	323.00	349	Y
Springbrook	SB	17	355	4	10	365	2	0	0	487.00	497	Y
Sunrise	SR/h	21	439	2	0	439	3	0	0	495.53	534	N
Kent Mtn. View Academy	MV	14	293	3	60	353	0	0	0	112.00	112	N
Elementary TOTAL^{1/2}		589	12,308	116	540	12,848	54	44	1,056	13,924.20	14,456	

¹ Elementary classroom capacity is based on average of 24; 20-22 in K-3 & 29 in Grades 4-6. Includes adjustments for class size reduction or special program changes.

² Kent School District Standard of Service reserves some rooms for pull-out programs. ie. 20 Total = 18 Standard + 1 Computer Lab + 1 Music + 1 Integrated Program classroom.

³ All elementary schools have Full Day Kindergarten - 12 FDK programs are State-funded. FTE reports Kind @ .5 & SF-FDK @ 1.0 - P223 Headcount reports Kindergarten @ 1.0.

⁴ Elementary schools have 100% space utilization rate with no adjustments for part-time use of classrooms. Counts exclude ECE Preschoolers & space is reserved for ECE classrooms.

**KENT SCHOOL DISTRICT No. 415
STANDARD of SERVICE - PROGRAM CAPACITY - INVENTORY of PORTABLES - FTE and HEADCOUNT ENROLLMENT**

K S D MIDDLE SCHOOL	# of Std Clrms	Standard Capacity ² at 25-29 @ 85% Utilization		SE/IP ELL Cls		Special Ed Capacity @ 85% Utilization		Spec Prgm Clrms		Special ¹ Program Capacity ² @ 85% Utilization		2016-17 Program Capacity ²		Program Use Portables		Classroom Use Portables		Relocatable Capacity at 29 ea.		10/1/2016 P223 FTE ³ Enrollment		10/1/2016 Headcount ³ Enrollment		
		Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity
Cedar Heights Middle School	30	740	8	84	3	71	895	2	0	0	0	0	0	0	0	0	0	0	0	662.60	663	662.60	663	
Mattson Middle School	24	592	6	76	5	119	787	4	0	0	0	0	0	0	0	0	0	0	0	632.42	633	632.42	633	
Meeker Middle School	29	715	8	93	1	24	832	0	0	0	0	0	0	0	0	0	0	0	0	509.00	609	509.00	609	
Meridian Middle School	26	641	5	56	4	95	792	4	1	29	4	1	29	4	1	29	4	1	29	597.00	597	597.00	597	
Mill Creek Middle School	33	813	5	55	2	48	916	0	2	58	0	2	58	0	2	58	0	2	58	825.40	826	825.40	826	
Northwood Middle School	33	813	2	18	4	95	926	0	0	0	0	0	0	0	0	0	0	0	0	648.80	649	648.80	649	
Kent Mountain View Academy (Grades 3 - 12) Middle School Grade 7 - 8 Enrollment							See Elem																	
Middle School TOTAL	175	4,314	34	382	19	452	5,148	10	3	87	10	3	87	10	3	87	10	3	87	4,040.22	4,042	4,040.22	4,042	

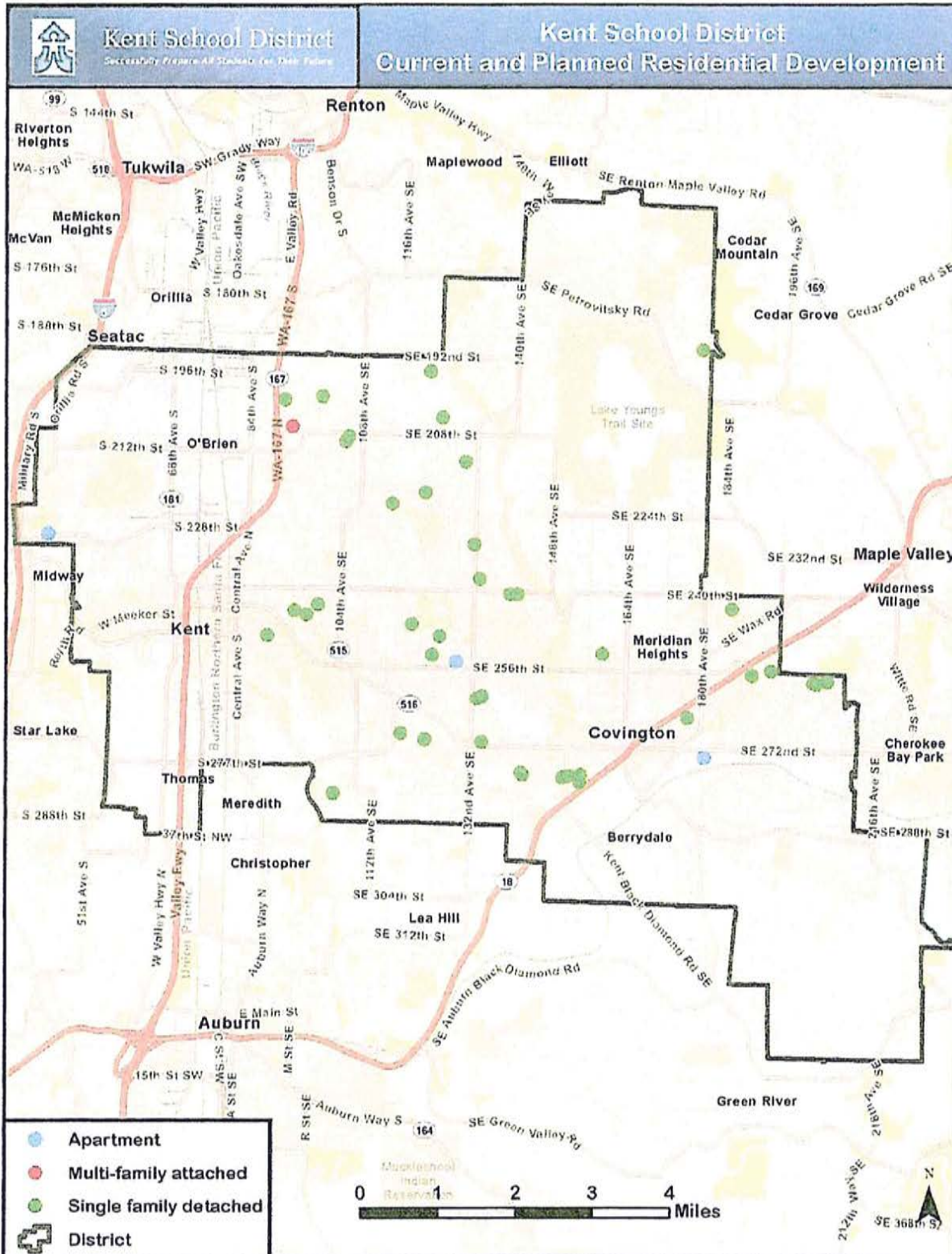
APPENDIX B

K S D SENIOR HIGH SCHOOL	# of Std Clrms	Standard Capacity ² at 25-31 @ 85% Utilization		SE/IP ELL Cls		Special Ed Capacity @ 85% Utilization		Spec Prgm Clrms		Special ¹ Program Capacity ² @ 85% Utilization		2016-17 Program Capacity ²		Program Use Portables		Classroom Use Portables		Relocatable Capacity at 31 ea.		10/1/2015 P223 FTE ³ Enrollment		10/1/2015 Headcount ³ Enrollment		
		Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity	Utilization	Capacity
Kent-Meridian Senior High	56	1,476	12	157	12	271	1,904	1	10	310	1	10	310	1	10	310	1	10	310	1,907.60	1,998	1,907.60	1,998	
Kentlike Senior High	58	1,423	13	153	18	381	1,957	0	0	0	0	0	0	0	0	0	0	0	0	1,343.45	1,400	1,343.45	1,400	
Kentridge Senior High	65	1,713	13	136	18	428	2,277	1	2	62	1	2	62	1	2	62	1	2	62	2,006.00	2,076	2,006.00	2,076	
Kentwood Senior High	60	1,581	9	102	20	476	2,159	2	6	186	2	6	186	2	6	186	2	6	186	1,862.61	1,962	1,862.61	1,962	
Kent Mountain View Academy (Grades 3 - 12) Senior High Grade 9 - 12 Enrollment							See Elem																	
Kent Phoenix Academy							414														86.86	90	86.86	90
Regional Justice Center ⁴							N/A														264.40	273	264.40	273
Senior High TOTAL	239	6,607	47	548	66	1,556	8,711	4	18	558	4	18	558	4	18	558	4	18	558	7,470.92	7,799	7,470.92	7,799	

APPENDIX C

DISTRICT TOTAL	972	23,605	201	1,490	85	2,008	27,103	84	81	2,085	84	81	2,085	84	81	2,085	84	81	2,085	26,187.10	26,529.00	26,187.10	26,529.00
Excludes Running Start & Early Childhood Ed students																							

¹ Special Program capacity includes classrooms requiring specialized use such as Special Education, Career & Technical Education Programs, Computer Labs, etc.
² Secondary school capacity is adjusted for 85% utilization rate. Facility Use Study was updated for program changes in 2015-16
³ Enrollment is reported on FTE & Headcount basis. P223 Headcount excludes ECSE & College-only Running Start students. Full headcount including ECE & RS = 28,090.
 Some totals may be slightly different due to rounding.
⁴ 12 Juveniles served at King County Regional Justice Center are reported separately for Institutional Funding on Form E-672.



KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units	STUDENTS					Student Generation Factor				
		Total	Elem	MS	HS	Total	Elem	MS	HS		
Adler's Cove	91	75	49	7	19	0.824	0.538	0.077	0.209		
Alyssa Lane	1	0	0	0	0	0.000	0.000	0.000	0.000		
Autumn Glen	20	8	3	0	5	0.400	0.150	0.000	0.250		
Aqua Vista Estates	2	0	0	0	0	0.000	0.000	0.000	0.000		
Avalon Court	26	10	8	0	2	0.385	0.308	0.000	0.077		
Battisti	1	0	0	0	0	0.000	0.000	0.000	0.000		
Benchmark	55	24	12	3	9	0.436	0.218	0.055	0.164		
Benson Hills Div No. 01	1	0	0	0	0	0.000	0.000	0.000	0.000		
Benson Place	1	1	1	0	0	1.000	1.000	0.000	0.000		
The Braun	5	10	5	2	3	2.000	1.000	0.400	0.600		
Brookside Court	2	0	0	0	0	0.000	0.000	0.000	0.000		
Cantera	75	36	20	4	12	0.480	0.267	0.053	0.160		
Cedar Terrace	1	5	1	1	3	5.000	1.000	1.000	3.000		
Clark Lake Estates Div No. 01 & No. 02	33	21	12	3	6	0.636	0.364	0.091	0.182		
Cornerstone	106	70	44	11	15	0.660	0.415	0.104	0.142		
Cottonwood Court	6	7	4	1	2	1.167	0.667	0.167	0.333		
Covington Heights	0	0	0	0	0	0.000	0.000	0.000	0.000		
Covington Plat	0	0	0	0	0	0.000	0.000	0.000	0.000		
Covington Pointe	11	0	0	0	0	0.000	0.000	0.000	0.000		
Crown Terrace	1	0	0	0	0	0.000	0.000	0.000	0.000		
Eagle Creek	46	34	19	8	7	0.739	0.413	0.174	0.152		
Eastmont	27	12	9	1	2	0.444	0.333	0.037	0.074		
El Cove	3	4	2	0	2	1.333	0.667	0.000	0.667		
Erwin Estates	1	0	0	0	0	0.000	0.000	0.000	0.000		
Fairhaven Div No. 3	2	0	0	0	0	0.000	0.000	0.000	0.000		
Fairwood Park Div No. 06	1	0	0	0	0	0.000	0.000	0.000	0.000		
Fern Crest Div No. 1	7	10	5	1	4	1.429	0.714	0.143	0.571		
Fern Crest Div No. 2	67	57	29	7	21	0.851	0.433	0.104	0.313		
Fern Crest Div No. 3	19	19	13	2	4	1.000	0.684	0.105	0.211		
Fern Crest West	96	95	51	19	25	0.990	0.531	0.198	0.260		
Flower Court	31	16	12	1	3	0.516	0.387	0.032	0.097		
Forest Ridge Court	10	5	3	1	1	0.500	0.300	0.100	0.100		
Gage's Grove	22	24	16	1	7	1.091	0.727	0.045	0.318		
Garrison Glen	32	8	6	1	1	0.250	0.188	0.031	0.031		

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units	STUDENTS				Student Generation Factor			
		Total	Elem	MS	HS	Total	Elem	MS	HS
Guinn Crest No.2	1	0	0	0	0	0.000	0.000	0.000	0.000
Haley's Ridge	20	14	7	3	4	0.700	0.350	0.150	0.200
Hawkesbury Div No. 01	33	14	8	1	5	0.424	0.242	0.030	0.152
Highland Estates South	25	19	11	5	3	0.760	0.440	0.200	0.120
Highland Park Townhouses BSP	16	1	1	0	0	0.063	0.063	0.000	0.000
Homestead Acres Div No. 02	1	0	0	0	0	0.000	0.000	0.000	0.000
Johnson Neils	2	0	0	0	0	0.000	0.000	0.000	0.000
Kam Singh	11	7	5	1	1	0.636	0.455	0.091	0.091
Kara Illi	1	0	0	0	0	0.000	0.000	0.000	0.000
Kentara	43	9	6	1	2	0.209	0.140	0.023	0.047
Kentlake Highlands Div 1A	113	99	54	20	25	0.876	0.478	0.177	0.221
Kentlake Highlands Div 1B	115	93	55	17	21	0.809	0.478	0.148	0.183
Kentlake Highlands Div 2	10	6	4	0	2	0.600	0.400	0.000	0.200
Kentlake Highlands Div 3	63	47	29	8	10	0.746	0.460	0.127	0.159
Lake Desire Summer Home Trs	3	0	0	0	0	0.000	0.000	0.000	0.000
Lake Desire View	4	8	4	1	3	2.000	1.000	0.250	0.750
Lake Meridian Point	29	16	11	1	4	0.552	0.379	0.034	0.138
Lake Morton Trs	4	0	0	0	0	0.000	0.000	0.000	0.000
Landmark	18	10	7	0	3	0.556	0.389	0.000	0.167
Laurel Glen	17	23	13	4	6	1.353	0.765	0.235	0.353
Lochows Lake Sawyer Trs	1	0	0	0	0	0.000	0.000	0.000	0.000
Malik Ridge	11	7	4	3	0	0.636	0.364	0.273	0.000
Maple Creek	17	18	12	2	4	1.059	0.706	0.118	0.235
MCKENNA MEADOWS	5	2	0	1	1	0.400	0.000	0.200	0.200
Meadows at Lake Sawyer	2	0	0	0	0	0.000	0.000	0.000	0.000
Medallon of Kent	19	9	3	1	5	0.474	0.158	0.053	0.263
Meridian Pointe 12	12	4	2	0	2	0.333	0.167	0.000	0.167
Meridian Trace	1	0	0	0	0	0.000	0.000	0.000	0.000
Meridian Valley Country Club	3	0	0	0	0	0.000	0.000	0.000	0.000
Meridiana No. 02 & No. 03	2	3	1	1	1	1.500	0.500	0.500	0.500
Millbrook Heights	13	20	16	1	3	1.538	1.231	0.077	0.231
Morford Meadows South	11	4	2	1	1	0.364	0.182	0.091	0.091
Morgan's Creek	3	3	1	0	2	1.000	0.333	0.000	0.667
Morgan's Place	45	23	11	1	11	0.511	0.244	0.022	0.244

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

Single Family Developments	Units	STUDENTS				Student Generation Factor			
		Total	Elem	MS	HS	Total	Elem	MS	HS
Mountain Meadows Estates	3	0	0	0	0	0.000	0.000	0.000	0.000
Mountain View Vista	21	4	1	2	1	0.190	0.048	0.095	0.048
Mulder Plat	23	29	12	8	9	1.261	0.522	0.348	0.391
North Parke Meadows	8	6	3	0	3	0.750	0.375	0.000	0.375
North Shore of Lake Sawyer	2	0	0	0	0	0.000	0.000	0.000	0.000
Olympic Peak Estates	6	1	1	0	0	0.167	0.167	0.000	0.000
Pandher Glen	8	13	9	2	2	1.625	1.125	0.250	0.250
Panther Lake Garden Trs	2	0	0	0	0	0.000	0.000	0.000	0.000
Parkview	43	35	24	6	5	0.814	0.558	0.140	0.116
Pierces First	1	0	0	0	0	0.000	0.000	0.000	0.000
Pine Tree Farms	6	1	0	0	1	0.167	0.000	0.000	0.167
Plateau at Panther Lake	103	86	54	7	25	0.835	0.524	0.068	0.243
Rainier Vista at Jenkins Creek	130	70	48	4	18	0.538	0.369	0.031	0.138
Reserve at Maple Valley	62	14	8	2	4	0.226	0.129	0.032	0.065
Rhododendron Esates	9	5	1	0	4	0.556	0.111	0.000	0.444
Ridge at Garrison Creek	22	21	11	2	8	0.955	0.500	0.091	0.364
Ridge at Lake Sawyer Div II	5	1	1	0	0	0.200	0.200	0.000	0.000
Ridge at Panther Lake Div I	4	1	1	0	0	0.250	0.250	0.000	0.000
Royal Crest Estates	17	22	12	6	4	1.294	0.706	0.353	0.235
Shady Lake	4	4	3	0	1	1.000	0.750	0.000	0.250
Single Family Housing (Unnamed dev)	203	172	96	22	54	0.847	0.473	0.108	0.266
Soos Creek Five Acre Tracts	1	0	0	0	0	0.000	0.000	0.000	0.000
Soos Creek Park	1	0	0	0	0	0.000	0.000	0.000	0.000
Spring Brook Five-Acre Trs	15	16	10	4	2	1.067	0.667	0.267	0.133
Starcrest 2nd	1	0	0	0	0	0.000	0.000	0.000	0.000
Sunniford	57	46	24	9	13	0.807	0.421	0.158	0.228
Sunny Hill No. 02	2	3	0	0	3	1.500	0.000	0.000	1.500
Tahoma Vista	18	16	12	0	4	0.889	0.667	0.000	0.222
Timberlane Estates Div No. 01	1	1	1	0	0	1.000	1.000	0.000	0.000
Uneedan Orchard Trs	5	2	2	0	0	0.400	0.400	0.000	0.000
Vila Real	127	82	47	11	24	0.646	0.370	0.087	0.189
Village Creek Estates	31	36	23	6	7	1.161	0.742	0.194	0.226
Vista Park	2	0	0	0	0	0.000	0.000	0.000	0.000
Washington Central Imp	6	1	0	0	1	0.167	0.000	0.000	0.167

KENT SCHOOL DISTRICT No. 415
Survey for Student Generation Factor

	S T U D E N T S					S t u d e n t G e n e r a t i o n F a c t o r				
	Units	Total	Elem	MS	HS	Total	Elem	MS	HS	
Single Family Developments										
Watermans Acre Trs	2	0	0	0	0	0.000	0.000	0.000	0.000	0.000
Wembley Park I	67	30	17	9	4	0.448	0.254	0.134	0.060	0.060
Wembley Park II	22	11	5	4	2	0.500	0.227	0.182	0.091	0.091
West Creek Court	11	14	5	2	7	1.273	0.455	0.182	0.636	0.636
West Shore of Lake Sawyer	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000
Wilsons	1	0	0	0	0	0.000	0.000	0.000	0.000	0.000
Wingfield	111	63	41	5	17	0.568	0.369	0.045	0.153	0.153
Wingfield North	46	26	13	2	11	0.565	0.283	0.043	0.239	0.239
Wooddale & Woodgrove at Fairwood	52	17	11	4	2	0.327	0.212	0.077	0.038	0.038
Woodford Place	15	11	6	2	3	0.733	0.400	0.133	0.200	0.200
Woodside at McGarvey Park Div 3, 5, 6	4	3	3	0	0	0.750	0.750	0.000	0.000	0.000
Totals	2,757	1,873	1,096	266	511	0.679	0.398	0.096	0.185	0.185
Multi-Family Developments										
Copper Ridge at Chestnut	39	1	1	0	0	0.026	0.026	0.000	0.000	0.000
East Point	97	41	25	4	12	0.423	0.258	0.041	0.124	0.124
Grandview Apts.	261	0	0	0	0	0.000	0.000	0.000	0.000	0.000
Heights at Ridgeview	70	2	2	0	0	0.029	0.029	0.000	0.000	0.000
Highland Park Townhouses BSP	16	3	3	0	0	0.188	0.188	0.000	0.000	0.000
Kent Station Div 2	154	0	0	0	0	0.000	0.000	0.000	0.000	0.000
Laurel Lane Homes	27	7	5	0	2	0.259	0.185	0.000	0.074	0.074
Maplewood Grove	17	5	2	2	1	0.294	0.118	0.118	0.059	0.059
New polaris Apts	200	72	48	14	10	0.360	0.240	0.070	0.050	0.050
NOVO/Dedar Springs Apts.	168	8	3	3	2	0.048	0.018	0.018	0.012	0.012
Parks at Kent	148	61	44	12	5	0.412	0.297	0.081	0.034	0.034
Platform Apartments	176	5	3	0	2	0.028	0.017	0.000	0.011	0.011
Riverview North	185	78	57	14	7	0.422	0.308	0.076	0.038	0.038
Stonebridge Village	32	7	4	1	2	0.219	0.125	0.031	0.063	0.063
Viewcrest	190	11	8	1	2	0.058	0.042	0.005	0.011	0.011
Watertree Place	42	13	8	1	4	0.310	0.190	0.024	0.095	0.095
Unnamed - Apartments	9	5	2	0	3	0.556	0.222	0.000	0.333	0.333
Totals	1,831	319	215	52	52	0.174	0.117	0.028	0.028	0.028

DETERMINATION OF NONSIGNIFICANCE

Issued with a 14-day comment period

Description of Proposal:

This threshold determination analyzes the environmental impacts associated with the following actions, which are so closely related to each other that they are in effect a single course of action:

1. The adoption of the Auburn School District's Capital Facilities Plan 2017-2023 by the Auburn School District No. 408 for the purposes of planning for the facilities needs of the District;
2. The amendment of the Comprehensive Plans of King County and the cities of Auburn and Kent to include the Auburn School District's Capital Facilities Plan 2017-2023 as part of the Capital Facilities Element of each jurisdiction's Comprehensive Plan; and
3. The potential amendment of the Comprehensive Plans of the cities of Algona, Black Diamond, and Pacific to include the Auburn School District's Capital Facilities Plan 2017-2023 as part of the Capital Facilities Element of each jurisdiction's Comprehensive Plan.

Proponent: Auburn School District No. 408

Location of the Proposal:

The Auburn School District includes an area of approximately 62 square miles. Portions of unincorporated King County and County and the cities of Algona, Auburn, Black Diamond, Kent, and Pacific fall within the District's boundaries.

Lead Agency:

Auburn School District No. 408

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse environmental impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after a review of the completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the date of issue. Comments must be submitted by 4:30 p.m. on June 26, 2017. The responsible official will reconsider the DNS based on timely comments and may retain, modify, or, if significant adverse impacts are likely, withdraw the DNS. If the DNS is retained, it will be final after the expiration of the comment deadline.

Responsible Official: Dr. Alan Spicciati
Superintendent
Auburn School District No. 408

Telephone: (253) 931-4900

Address: Auburn School District
915 4th Street NE
Auburn, WA 98002

Questions may be directed and comments may be submitted by 4:30 p.m., June 26, 2017, to: Bob Kenworthy, Assistant Director, Capital Projects, Auburn School District No. 408, 915 4th Street NE, Auburn, WA 98002.

Date of Issue: June 9, 2017
Date Published: June 9, 2017 - Auburn Reporter

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

The adoption of the Auburn School District's 2017 Capital Facilities Plan ("Capital Facilities Plan") for the purposes of planning for the District's facilities needs. King County will incorporate the District's Capital Facilities Plan into its Comprehensive Plan. The cities of Algona, Auburn, Black Diamond, Kent, and Pacific may also incorporate the District's Capital Facilities Plan into their respective Comprehensive Plans. A copy of the District's draft Capital

Facilities Plan is available for review in the District's offices.

2. Name of applicant: [\[help\]](#)

Auburn School District No. 408.

3. Address and phone number of applicant and contact person: [\[help\]](#)

915 4th Street NE
Auburn, WA 98002

Bob Kenworthy, Assistant Director, Capital Projects
(253) 931-4826

4. Date checklist prepared: [\[help\]](#)

June 6, 2017

5. Agency requesting checklist: [\[help\]](#)

Auburn School District No. 408

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

The Capital Facilities Plan is scheduled to be adopted by the District's Board of Directors on or about June 26, 2017. After adoption, the District will forward the Capital Facilities Plan to King County and the cities of Algona, Auburn, Black Diamond, Kent, and Pacific for inclusion in each jurisdiction's Comprehensive Plan. The District will continue to update the Capital Facilities Plan annually. The projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review when appropriate.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

The Capital Facilities Plan identifies the capital improvement projects that the District plans to implement over the next six years. The District plans to replace five elementary schools and one middle school, construct two new elementary schools, and acquire future school sites within the six-year planning period. The District will also add portable facilities at various school locations throughout the District. In addition, the District plans improvements at the Support Services Center, Transportation Center, replacement of or improvements to the roof at Auburn Memorial Stadium, boiler replacement at Auburn Mountainview High School, and replacement of the energy management system at Auburn Riverside High School. All planned projects have been or will be subject to project-level environmental review when appropriate.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

The projects included in the Capital Facilities Plan have undergone or will undergo additional environmental review, when appropriate, as they are developed.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

None known.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

King County will review the Capital Facilities Plan for the purposes of updating the County's school impact fee ordinance and incorporating the CFP by reference as a part of the Capital Facilities Element of the King County Comprehensive Plan. The cities of Algona, Auburn, Black Diamond, Kent, and Pacific may also review and take action to adopt the Capital Facilities Plan reference as a part of the Capital Facilities Element of each jurisdiction's Comprehensive plan and update their respective school impact fee ordinances.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

This is a nonproject action. This proposal involves the adoption of the Auburn School District's 2017 Capital Facilities Plan for the purpose of planning the District's facilities needs. The District anticipates King County and the cities of Algona, Auburn, Black Diamond, Kent, and Pacific will adopt the Capital Facilities Plan as part of the Capital Facilities Element of each jurisdiction's Comprehensive Plan. The projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review when appropriate. A copy of the Capital Facilities Plan may be viewed at the District's offices.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The Capital Facilities Plan will affect the Auburn School District. The District includes an area of approximately 62 square miles. A portion of King County is served by the District. The cities of Algona, Auburn, Black Diamond, Kent, and Pacific are also served by the District. A detailed map of the District's boundaries can be viewed at the District's offices.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

- a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

The Auburn School District is comprised of a variety of topographic land forms and gradients. Specific topographic characteristics of the sites at which the projects included in the Capital Facilities Plan are located have been or will be identified during project-level environmental review when appropriate.

- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Specific slope characteristics at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Specific soil types found at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

Unstable soils may exist within the Auburn School District. Specific soil limitations on individual project sites have been or will be identified at the time of project-level environmental review when appropriate.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

Individual projects included in the Capital Facilities Plan have been or will be subject, when appropriate, to project-level environmental review and local approval at the time of proposal. Proposed grading projects, as well as the purpose, type, quantity, and source of any fill materials to be used have been or will be identified at that time.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

It is possible that erosion could occur as a result of the construction projects currently proposed in the Capital Facilities Plan. The erosion impacts of the individual projects have been or will be evaluated on a site-specific basis at the time of project-level environmental review when appropriate. Individual projects have been or will be subject to local approval processes.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

The construction projects included in the Capital Facilities Plan have required or will require the construction of impervious surfaces. The extent of any impervious cover constructed will vary with each project included in the Capital Facilities Plan. This issue has been or will be addressed during project-level environmental review when appropriate.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

The erosion potential of the projects included in the Capital Facilities Plan and appropriate control measures have been or will be addressed during project-level environmental review when appropriate. Relevant erosion reduction and control requirements have been or will be met

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Various emissions, many construction-related, may result from the individual projects included in the Capital Facilities Plan. The air-quality impacts of each project have been or will be evaluated during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

Any off-site sources of emissions or odor that may affect the individual projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

The individual projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review and relevant local approval processes when appropriate. The District has been or will be required to comply with all applicable air regulations and air permit requirements. Proposed measures specific to the individual projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

3. Water [\[help\]](#)

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

There is a network of surface water bodies within the Auburn School District. The surface water bodies that are in the immediate vicinity of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. When necessary, the surface water regimes and flow patterns have been or will be researched and incorporated into the designs of the individual projects.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

The projects included in the Capital Facilities Plan may require work near the surface waters located within the Auburn School District. Applicable local approval requirements have been or will be satisfied

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

Information with respect to the placement or removal of fill and dredge material as a component of the projects included in the Capital Facilities Plan has been or will be provided during project-level environmental review when appropriate. Applicable local regulations have been or will be satisfied.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

Any surface water withdrawals or diversions required in connection with the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

Each project included in the Capital Facilities Plan, if located in a floodplain area, has been or will be required to meet applicable local regulations for flood areas.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

Specific information regarding the discharge of waste materials that may be required as a result of the projects included in the Capital Facilities Plan has been or will be provided during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities

withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

Individual projects included in the Capital Facilities Plan may impact groundwater resources. The impact of the individual projects included in the Capital Facilities Plan on groundwater resources has been or will be addressed during project-level environmental review when appropriate. Each project has been or will be subject to applicable local regulations. Please see the Supplemental Sheet for Nonproject Actions.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

The discharges of waste material that may take place in connection with the projects included in the Plan have been or will be addressed during project-level environmental review.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Individual projects included in the Capital Facilities Plan may have stormwater runoff consequences. Specific information regarding the stormwater impacts of each project has been or will be provided during project-level environmental review when appropriate. Each project has been or will be subject to applicable local stormwater regulations.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

The projects included in the Capital Facilities Plan may result in the discharge of waste materials into ground or surface waters. The specific impacts of each project on ground and surface waters have been or will be identified during project-level environmental review when appropriate. Each project has been or will be subject to all applicable regulations regarding the discharge of waste materials into ground and surface waters. Please see the Supplemental Sheet for Nonproject Actions.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

Individual projects included in the Capital Facilities Plan may alter or otherwise affect drainage patterns. The impact of the individual projects included in the Capital Facilities Plan on drainage patterns has been or will be addressed during project-level environmental review when appropriate. Each project has been or will be subject to applicable local regulations. Please see the Supplemental Sheet for Nonproject Actions.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage

pattern impacts, if any: [\[help\]](#)

Specific measures to reduce or control runoff impacts associated with the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

A variety of vegetative zones are located within the Auburn School District. Inventories of the vegetation located on the sites of the projects proposed in the Capital Facilities Plan have been or will be developed during project-level environmental review when appropriate.

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Some of the projects included in the Capital Facilities Plan may require the removal or alteration of vegetation. The specific impacts on vegetation of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

The specific impacts to these species from the individual projects included in the Capital Facilities Plan have been or will be determined during project-level environmental review when appropriate.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

Measures to preserve or enhance vegetation at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. Each project is or will be subject to applicable local landscaping requirements.

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

Inventories of noxious weeds and invasive species located on or near sites of the projects proposed in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

An inventory of species that have been observed on or near the sites of the projects proposed in the Capital Facilities Plan has been or will be developed during project-level environmental review when appropriate.

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

Inventories of threatened or endangered species known to be on or near the sites of the projects included in the Capital Facilities Plan have been or will be developed during project-level environmental review when appropriate.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The impacts of the projects included in the Capital Facilities Plan on migration routes have been or will be addressed during project-level environmental review when appropriate.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

Appropriate measures to preserve or enhance wildlife have been or will be determined during project-level environmental review when appropriate.

- e. List any invasive animal species known to be on or near the site. [\[help\]](#)

Inventories of invasive animal species located on or near sites of the projects proposed in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

The State Board of Education requires the completion of a life-cycle cost analysis of all heating, lighting, and insulation systems before it will permit specific school projects to proceed. The energy needs of the projects included in the Capital Facilities Plan have been or will be determined at the time of specific engineering and site design planning when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- b. Would your project affect the potential use of solar energy by adjacent properties?
If so, generally describe. [\[help\]](#)

The impacts of the projects included in the Capital Facilities Plan on the solar potential of adjacent projects have been or will be addressed during project-level environmental review when appropriate.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

Energy conservation measures proposed in connection with the projects included in the Capital Facilities Plan have been or will be considered during project-level environmental review when appropriate.

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?
If so, describe. [\[help\]](#)

Please see the Supplemental Sheet for Nonproject Actions.

- 1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

Known or possible contamination on sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)

Hazardous chemicals/conditions that might affect the project development and design on sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)

Toxic or hazardous chemicals that might be stored, used, or produced during the development, construction, or operation of any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- 4) Describe special emergency services that might be required. [\[help\]](#)

Please see the Supplemental Sheet for Nonproject Actions.

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)

The projects included in the Capital Facilities Plan comply or will comply with all current codes, standards, rules, and regulations. Individual projects have been or will be subject to project-level environmental review and local approval at the time they are developed, when appropriate.

b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

A variety of noises from traffic, construction, residential, commercial, and industrial areas exists within the Auburn School District. The specific noise sources that may affect the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

The projects included in the Capital Facilities Plan may create normal construction noises that will exist on a short-term basis only. The construction projects could increase traffic around the construction sites on a short-term basis. Because the construction of additional school capacity will increase the capacity of the District's school facilities, there may be a slight increase in traffic-related or operations-related noise on a long-term basis. Similarly, the placement of portables at school sites will increase the capacity of school facilities and may create a slight increase in traffic-related or operations-related noise. Neither of these increases is expected to be significant. The specific noise sources and levels that may result from the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

The projected noise impacts of the projects included in the Capital Facilities Plan have been or will be evaluated and mitigated during project-level environmental review when appropriate. Each project is or will be subject to applicable local regulations.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

There are a variety of land uses in the Auburn School District, including residential, commercial, industrial, institutional, utility, open space, recreational, etc. Impacts of projects included in the Capital Facilities Plan on land uses on nearby or adjacent properties have been or will be identified and described during project-level environmental review when appropriate.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

Identification of the use of sites intended for any projects included in the Capital Facilities Plan as working farmlands or working forest land has been or will be identified and described during project-level environmental review when appropriate.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [\[help\]](#)

Any projects included in the Capital Facilities Plan have been or will be analyzed during project-level environmental review when appropriate to determine if the proposal will affect or be affected by surrounding working farm or forest lands.

- c. Describe any structures on the site. [\[help\]](#)

Any structures located on the sites for the projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- d. Will any structures be demolished? If so, what? [\[help\]](#)

Any structures that will be demolished as a result of the projects included in the Capital Facilities Plan, if any, have been or will be identified during project-level environmental review when appropriate.

- e. What is the current zoning classification of the site? [\[help\]](#)

The sites that are covered under the Capital Facilities Plan have a variety of zoning classifications under the applicable zoning codes. Site-specific zoning information has been or will be identified during project-level environmental review when appropriate. All sites anticipated for school construction are zoned for such use.

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Inventories of the comprehensive plan designations for the sites of the projects included in the Capital Facilities Plan have been or will be completed during project-level environmental review when appropriate. All sites anticipated for school construction are designated for such use.

- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Shoreline master program designations of the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

Any critical areas located on the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review.

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

The Auburn School District currently serves approximately 15,945 students. Enrollment is expected to increase to approximately 19,007 students by the 2022-2023 school year. The District employs approximately 1,678 people.

- j. Approximately how many people would the completed project displace? [\[help\]](#)

Any displacement of people caused by the projects included in the Capital Facilities Plan has been or will be evaluated during project-level environmental review when appropriate. However, it is not anticipated that the Capital Facilities Plan, or any of the projects contained therein, will displace any people.

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

Individual projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review and local approval when appropriate. Proposed mitigating measures have been or will be developed at that time, when necessary.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

The compatibility of the specific projects included in the Capital Facilities Plan with existing uses and plans has been or will be assessed as part of the comprehensive planning process and during project-level environmental review when appropriate.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

The compatibility of the specific projects included in the Capital Facilities Plan with nearby agricultural and forest lands of long-term commercial significance has been or will be identified and described during project-level environmental review when appropriate.

9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

No housing units would be provided in connection with the completion of the projects included in the Capital Facilities Plan.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

It is not anticipated that the projects included in the Capital Facilities Plan will eliminate any housing units. The impacts of the projects included in the Capital Facilities Plan on existing housing have been or will be evaluated during project-level environmental review when appropriate.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

Measures to reduce or control any housing impacts caused by the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

The aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

The aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Appropriate measures to reduce or control the aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be determined on a project-level basis when appropriate.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

The light or glare impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review, when appropriate.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

The light or glare impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Off-site sources of light or glare that may affect the projects included in the Capital Facilities Plan have been or will be evaluated during project-level environmental review when appropriate.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Proposed measures to mitigate light and glare impacts have been or will be addressed during project-level environmental review when appropriate.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

There are a variety of formal and informal recreational facilities within the Auburn School District.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

The recreational impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate. The projects included in the Capital Facilities Plan, including proposed new school facilities, may enhance recreational opportunities and uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

Adverse recreational effects of the projects included in the Capital Facilities Plan have been or will be subject to mitigation during project-level environmental review when appropriate. School facilities usually provide recreational facilities to the community in the form of play fields and gymnasiums.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. [\[help\]](#)

Any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or proposed eligible for listing in national, state, or local preservation registers on or near sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

Any landmarks, features, or other evidence of Indian or historic use or occupation, or material evidence, artifacts, or areas of cultural importance, on or near sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

Any relevant methods utilized at sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

Any needed relevant measures proposed to avoid, minimize, or compensate for loss, changes to, and disturbance to resources, including necessary plans and permits, for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

14. **Transportation** [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

The impact on public streets and highways of the individual projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

The relationship between the specific projects included in the Capital Facilities Plan and public transit has been or will be addressed during project-level environmental review when appropriate.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Inventories of parking spaces located at the sites of the projects included in the Capital Facilities Plan and the impacts of specific projects on parking availability have been or will be conducted during project-level environmental review when appropriate.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

The need for new streets or roads, or improvements to existing streets and roads has been or will be addressed during project-level environmental review when appropriate.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

Use of water, rail, or air transportation has been or will be addressed during project-level environmental review when appropriate.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

The traffic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

The potential impact of any project proposed in the Capital Facilities Plan on the movement of agricultural or forest products on roads and streets has been or will be addressed during project-level environmental review when appropriate.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

The mitigation of traffic impacts associated with the projects included in the Capital Facilities Plan has been or will be addressed during project-level environmental review when appropriate.

15. **Public Services** [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

The District does not anticipate that the projects identified in the Capital Facilities Plan will significantly increase the need for public services.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

New school facilities have been or will be built with automatic security systems, fire alarms, smoke alarms, heat sensors, and sprinkler systems. The mitigation of impacts to public services associated

with the projects included in the Capital Facilities Plan has been or will be addressed during project-level environmental review when appropriate.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

Electricity, natural gas, water, refuse service, telephone, and sewer are or can be made available at the known sites of the projects included in the Capital Facilities Plan. The types of utilities available at specific project sites have been or will be addressed in more detail during project-level environmental review when appropriate.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

Utility revisions and construction needs have been or will be identified during project-level environmental review when appropriate.

C. Signature [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee _____

Position and Agency/Organization _____

Date Submitted: _____

D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

To the extent the Capital Facilities Plan makes it more likely that school facilities will be constructed, some of these environmental impacts may be more likely. Additional impermeable surfaces, such as roofs, access roads, and sidewalks could increase stormwater runoff, which could enter surface or ground waters. Heating systems, emergency generators, and other school equipment that is installed pursuant to the Capital Facilities Plan could result in air emissions. The projects included in the Capital Facilities Plan should not require the production, storage, or release of toxic or hazardous substances, with the possible exception of the storage of diesel fuel or gasoline for emergency generating equipment. The District does not anticipate a significant increase in the production of noise from its facilities, with the possible exception of noise production due to short-term construction activities or the presences of additional students on a site. Construction impacts related to noise and air would be short term and are not anticipated to be significant.

Proposed measures to avoid or reduce such increases are:

Proposed measures to mitigate any such increases described above have been or will be addressed during project-level environmental review when appropriate. Stormwater detention and runoff will meet applicable County and/or City requirements and may be subject to National Pollutant Discharge Elimination System ("NPDES") permitting requirements. Discharges to air will meet applicable air pollution control requirements. Fuel oil will be stored in accordance with local and state requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Capital Facilities Plan itself will have no impact on these elements of the environment. The projects included in the Capital Facilities Plan may require clearing plants off of the project sites and a loss to animal habitat. These impacts have been or will be addressed in more detail during project-level environmental review when appropriate. The projects included in the Plan are not likely to generate significant impacts on fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Specific measures to protect and conserve plants, animals, and fish cannot be identified at this time. Specific mitigation proposals will be identified, however, during project-level environmental review when appropriate.

3. How would the proposal be likely to deplete energy or natural resources?

The construction of the projects included in the Capital Facilities Plan will require the consumption of energy.

Proposed measures to protect or conserve energy and natural resources are:

The projects included in the Capital Facilities Plan will be constructed in accordance with applicable energy efficiency standards.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The Capital Facilities Plan and individual projects contained therein should have no impact on these resources. Specific review will be conducted, however, during project-level environmental review.

Proposed measures to protect such resources or to avoid or reduce impacts are:

No specific measures are being proposed at this time. Appropriate measures have been or will be proposed during project-level environmental review when appropriate. Updates of this Plan will be coordinated with King County and the cities of Algona, Auburn, Black Diamond, Kent, and Pacific as part of the Growth Management Act process, one of the purposes of which is to protect critical areas. To the extent the District's facilities planning process is part of the overall growth management planning process, these resources are more likely to be protected. Future projects would comply with permitting regulations regarding environmentally sensitive areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The Capital Facilities Plan will not have any impact on land or shoreline use that is incompatible with existing comprehensive plans, land use codes, or shoreline management plans. The District does not anticipate that the Capital Facilities Plan or the projects contained therein will affect land and shoreline uses in the area served by the District in any manner not currently permitted or designated for the intended use.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures to avoid or reduce land use impacts resulting from the Capital Facilities Plan or the projects contained therein are proposed at this time.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The construction projects included in the Capital Facilities Plan may create temporary increases in the District's need for public services and utilities. The new school facilities will increase the District's demands on transportation and utilities. These increases are not expected to be significant.

Proposed measures to reduce or respond to such demand(s) are:

No measures to reduce or respond to such demands are proposed at this time.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Capital Facilities Plan will not conflict with any laws or requirements for the protection of the environment. The Washington Growth Management Act (the GMA) outlines 13 broad goals, including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The Capital Facilities Plan satisfies the requirements of RCW 36.70A.070, and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in the District.



**FEDERAL WAY
PUBLIC SCHOOLS**

Business Services

May 12, 2017

Charlene Anderson, AICP
Planning Manager
City of Kent Planning Department
220 4th Ave S
Kent WA 98032-5895

Dear Ms. Anderson,

Enclosed you will find a copy of the Environmental Checklist and the accompanying Determination of Non-Significance for the Federal Way School District's 2018 Capital Facilities Plan.

The 14-day comment period to submit written comments or to appeal the decision begins on May 12, 2017 and will continue through 4:30 PM, May 26, 2017. Please let me know if you have any questions or need any additional information.

Sincerely,

Tanya Nascimento
Enrollment and Demographic Analyst

RECEIVED

MAY 16 2017

CITY OF KENT
ECONOMIC AND
COMMUNITY DEVELOPMENT

Each Scholar: A Voice. A Dream. A BRIGHT Future.

WAC 197-11-970 Determination of nonsignificance (DNS).

DETERMINATION OF NONSIGNIFICANCE

Description of proposal

This threshold determination analyzes the environmental impacts associated with the following actions, which are so closely related to each other that they are in effect a single action:

1. The adoption of the Federal Way Public Schools' 2018 Capital Facilities Plan by the Federal Way Public Schools for the purposes of planning for the facilities needs of the District.
2. The amendment of the King County Comprehensive Plan by King County to include the Federal Way Public Schools' 2018 Capital Facilities Plan as part of the Capital Facilities Plan Element of the King County Comprehensive Plan.
3. The amendment of the Comprehensive Plans of the City of Federal Way, City of Kent and the City of Auburn to include the Federal Way Public Schools' 2018 Capital Facilities Plan as part of the Capital Facilities Plan Element of the City of Federal Way's, City of Kent's, and the City of Auburn's Comprehensive Plan.

Proponent: Federal Way Public Schools

Location of proposal, including street address, if any

The Federal Way Public Schools District includes an area of approximately 35 square miles. Areas of the cities of Federal Way, Kent, Des Moines and Auburn fall within the District's boundaries, as do parts of unincorporated King County.

Lead agency Federal Way Public Schools is the lead agency pursuant to WAC 197-11-926.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the date of issue. Comments must be submitted by 4:30 p.m., May 26, 2017. The responsible official will reconsider the DNS based on timely comments and may retain, modify, or, if significant adverse impacts are likely, withdraw the DNS. If the DNS is retained, it will be final after the expiration of the comment deadline.

Responsible Official: Ms. Tanya Nascimento
Enrollment and Demographics
Federal Way Public Schools
Telephone: (253) 945-2071
Address: 33330 8th Avenue South
Federal Way WA 98003

Date. 5/12/17 Signature 

You may appeal this determination in writing by 4:30 p.m., May 26, 2017 to Tanya Nascimento, Federal Way Public Schools, 33330 8th Avenue South, Federal Way, WA 98003.

Date of Issue: May 12, 2017
Date Published: May 12, 2017

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

The adoption of a Federal Way Public Schools' 2018 Capital Facilities Plan by the Federal Way Public Schools No. 210 for the purposes of planning for the District's facilities needs. The King County, City of Federal Way, City of Kent and the City of Auburn's Comprehensive Plan will be amended to include the District's 2018 Capital Facilities Plan in the Capital Facilities Plan Element. This project may also involve the amendment of the Comprehensive Plans of the City of Des Moines to incorporate the District's 2018 Capital Facilities Plan.

2. Name of applicant: [\[help\]](#)

Federal Way School District No. 210.

3. Address and phone number of applicant and contact person: [\[help\]](#)

Federal Way School District No. 210
33330 8th Avenue South
Federal Way WA 98003
(253) 945-2000

Contact Person: Ms. Tanya Nascimento
Enrollment and Demographics
Telephone: (253) 945-2071

4. Date checklist prepared: [\[help\]](#)

May 12, 2017

5. Agency requesting checklist: [\[help\]](#)

Federal Way School District No. 210

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

The Federal Way Public Schools' 2018 Capital Facilities Plan is scheduled to be adopted by the District in June 2017. The Capital Facilities Plan will be forwarded to King County, the City of Federal Way, City of Kent, and the City of Auburn for inclusion in the City's Comprehensive Plan. It will also be forwarded to the City of Des Moines for possible inclusion in this jurisdiction's Comprehensive Plans. The District will continue to update the Capital Facilities Plan annually. The projects included in the Capital Facilities Plan have been or will be subject to project-specific environmental review.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

The Capital Facilities Plan sets forth the capital improvement projects that the District is currently implementing. This includes construction of Federal Way HS. Additionally the plan covers the purchase and siting of temporary facilities at various locations. Current plans are for all the projects to be complete by 2018.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

The projects included in the Capital Facilities Plan will undergo additional environmental review, when appropriate, as they are developed.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

This is a nonproject action. See Supplemental Sheet for Nonproject Actions.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

The District anticipates that King County, the City of Federal Way, the City of Kent, and the City of Auburn will adopt this Capital Facilities Plan into the City's Comprehensive Plan. The City of Des Moines may also adopt this Capital Facilities Plan into the Capital Facilities Elements of their Comprehensive Plans (when issued).

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

This is a non-project action. This proposal involves the adoption of the Federal Way Public Schools' 2018 Capital Facilities Plan for the purpose of planning the District's facilities needs. The District's Capital Facilities Plan will be incorporated into King County's, the City of Federal Way's, the City of Kent's, and the City of Auburn's Comprehensive Plans. It may also be incorporated into the Comprehensive Plans of the City of Des Moines. The projects included in the Capital Facilities Plan have been or will be subject to project-specific environmental review.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The Capital Facilities Plan will affect the Federal Way School District. The District includes an area of approximately 35 square miles. The City of Federal Way, parts of the cities of Kent, Des Moines and Auburn, parts of unincorporated King County, fall within the District's boundaries. A detailed map of the District's boundaries can be viewed at the District's offices.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

The Federal Way School District is comprised of a variety of topographic land forms and gradients. Specific topographic characteristics of the sites at which the projects included in the Capital Facilities Plan are located have been or will be identified during project-level environmental review when appropriate.

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Specific slope characteristics at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Specific soil types found at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. Project-level environmental review for any projects identified in the Capital Facilities Plan will include identification of any agricultural soils and associated impacts.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

Unstable soils may exist within the Federal Way School District. Specific soil limitations on individual project sites have been or will be identified at the time of project-level environmental review when appropriate.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

Individual projects included in the Capital Facilities Plan have been or will be subject, when appropriate, to project-specific environmental review and local approval at the time of proposal. Proposed grading projects, as well as the purpose, type, quantity, and source of any fill materials to be used have been or will be identified at that time.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

It is possible that erosion could occur as a result of the construction projects currently proposed in the Capital Facilities Plan. The erosion impacts of the individual projects have been or will be evaluated on a site-specific basis at the time of project-specific environmental review when appropriate. Individual projects have been or will be subject to local approval processes.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

The proposed renovation projects will require the construction of impervious surfaces. The extent of any impervious cover constructed will vary with each capital facilities project included in the Capital Facilities Plan. This issue has been or will be addressed during project-specific environmental review when appropriate.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

The erosion potential of the projects included in the Capital Facilities Plan and appropriate control measures have been or will be addressed during project-specific environmental review when appropriate. Relevant erosion reduction and control requirements will be met.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Various emissions, many construction-related, may result from the individual projects included in the Capital Facilities Plan. The air-quality impacts of each project have been or will be evaluated during project-specific environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

Any off-site sources of emissions or odor that may affect the individual projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

The individual projects included in the Capital Facilities Plan have been or will be subject to project-specific environmental review when appropriate and relevant local approval processes. The District will be required to comply with all applicable air regulations and air permit requirements. Proposed measures specific to the individual projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

3. Water [\[help\]](#)

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

There is a network of surface water bodies within the Federal Way School District. The surface water

bodies that are in the immediate vicinity of the projects included in the Capital Facilities Plan have been or will be identified during project-specific environmental review when appropriate. When necessary, the surface water regimes and flow patterns have been or will be researched and incorporated into the designs of the individual projects.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

The projects included in the Capital Facilities Plan may require work near the surface waters located within the Federal Way School District. Applicable local approval requirements have been or will be satisfied.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

Information with respect to the placement or removal of fill and dredge material as a component of the projects included in the Capital Facilities Plan has been or will be provided during project-specific environmental review when appropriate. Applicable local regulations have been or will be satisfied.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

Any surface water withdrawals or diversions required in connection with the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

Each project included in the Capital Facilities Plan, if located in a floodplain area, will be required to meet applicable local regulations for flood areas.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

Specific information regarding the discharge of waste materials that may be required as a result of the projects included in the Capital Facilities Plan has been or will be provided during project-specific environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

Individual projects included in the Capital Facilities Plan may impact groundwater resources. The impact of the individual projects included in the Capital Facilities Plan on groundwater resources has been or will be addressed during project-specific environmental review when appropriate. Each project is or will be subject to applicable local regulations. Please see the Supplemental Sheet for

Nonproject Actions.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

The discharges of waste material that may take place in connection with the projects included in the Plan have been or will be addressed during project-specific environmental review.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Individual projects included in the Capital Facilities Plan may have storm water runoff consequences. Specific information regarding the storm water impacts of each project has been or will be provided during project-specific environmental review when appropriate. Each project is or will be subject to applicable local storm water regulations.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

The projects included in the Capital Facilities Plan may result in the discharge of waste materials into ground or surface waters. The specific impacts of each project on ground and surface waters have been or will be identified during project-specific environmental review when appropriate. Each project is or will be subject to all applicable regulations regarding the discharge of waste materials into ground and surface waters. Please see the Supplemental Sheet for Nonproject Actions.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

Individual projects included in the Capital Facilities Plan may alter or otherwise affect drainage patterns in the vicinity of the site. Specific information regarding the drainage pattern impacts of each project has been or will be provided during project-specific environmental review when appropriate. Each project is or will be subject to applicable local drainage pattern regulations. Please see the Supplemental Sheet for Nonproject Actions.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Specific measures to reduce or control runoff impacts associated with the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

____deciduous tree: alder, maple, aspen, other

- ___ evergreen tree: fir, cedar, pine, other
- ___ shrubs
- ___ grass
- ___ pasture
- ___ crop or grain
- ___ orchards, vineyards or other permanent crops.
- ___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ___ water plants: water lily, eelgrass, milfoil, other
- ___ other types of vegetation

A variety of vegetative zones are located within the Federal Way School District. Inventories of the vegetation located on the sites of the projects proposed in the Capital Facilities Plan have been or will be developed during project-specific environmental review when appropriate.

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Some of the projects included in the Capital Facilities Plan may require the removal or alteration of vegetation. The specific impacts on vegetation of the projects included in the Capital Facilities Plan have been or will be identified during project-specific environmental review when appropriate.

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

The specific impacts to these species from the individual projects included in the Capital Facilities Plan have been or will be determined during project-specific environmental review when appropriate.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

Measures to preserve or enhance vegetation at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-specific environmental review when appropriate. Each project is or will be subject to applicable local landscaping requirements.

e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

A variety of vegetative zones are located within the Federal Way School District. Inventories of the noxious weeds and invasive species known to be on or near the sites of the projects proposed in the Capital Facilities Plan have been or will be developed during project-specific environmental review when appropriate.

5. Animals [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Examples include:

- birds: hawk, heron, eagle, songbirds, other:
- mammals: deer, bear, elk, beaver, other:
- fish: bass, salmon, trout, herring, shellfish, other _____

An inventory of species that have been observed on or near the sites of the projects proposed in the Capital Facilities Plan has been or will be developed during project-specific environmental review when appropriate.

b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

Inventories of threatened or endangered species known to be on or near the sites of the projects included in the Capital Facilities Plan have been or will be developed during project-specific environmental review when appropriate.

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The impacts of the projects included in the Capital Facilities Plan on migration routes have been or will be addressed during project-specific environmental review when appropriate.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

Appropriate measures to preserve or enhance wildlife have been or will be determined during project-specific environmental review when appropriate.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

Inventories of any invasive animal species known to be on or near the sites of the projects included in the Capital Facilities Plan have been or will be developed during project-specific environmental review when appropriate.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

The State Board of Education requires the completion of a life cycle cost analysis of all heating, lighting, and insulation systems before it will permit specific school projects to proceed. The energy needs of the projects included in the Capital Facilities Plan have been or will be determined at the time of specific engineering and site design planning when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

b. Would your project affect the potential use of solar energy by adjacent properties?
If so, generally describe. [\[help\]](#)

The impacts of the projects included in the Capital Facilities Plan on the solar potential of adjacent projects have been or will be addressed during project-specific environmental review when appropriate.

c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

Energy conservation measures proposed in connection with the projects included in the Capital Facilities Plan have been or will be considered during project-specific environmental review when appropriate.

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [\[help\]](#)

Please see the Supplemental Sheet for Nonproject Actions.

- 1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

The projects included in the Capital Facilities Plan that may have any known or possible contamination at the site from present or past uses have been or will be identified during project-specific environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)

The projects included in the Capital Facilities Plan that may contain existing hazardous chemicals/conditions that might affect project development and design have been or will be identified during project-specific environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)

Toxic or hazardous chemicals that might be stored, used or produced during the project's development or construction, or at any time during the operating life of the project have been or will be identified during project-specific environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- 4) Describe special emergency services that might be required. [\[help\]](#)

Please see the Supplemental Sheet for Nonproject Actions.

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)

The projects included in the Capital Facilities Plan will comply with all current codes, standards, rules, and regulations. Individual projects have been or will be subject to project-specific environmental review and local approval at the time they are developed when appropriate.

- b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

A variety of noises from traffic, construction, residential, commercial and industrial areas exists within the Federal Way School District. The specific noise sources that may affect the projects included in

the Capital Facilities Plan have been or will be identified during project-specific environmental review when appropriate.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

The projects included in the Capital Facilities Plan may create normal construction noises that will exist on a short-term basis only. The construction projects could increase traffic around the construction sites on a short-term basis. Please see the Supplemental Sheet for Nonproject Actions.

3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

The projected noise impacts of the projects included in the Capital Facilities Plan have been or will be evaluated and mitigated during project-specific environmental review when appropriate. Each project is or will be subject to applicable local regulations.

8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

There are a variety of land uses within the Federal Way School District, including residential, commercial, industrial, institutional, utility, open space, recreational, etc. Impacts on projects included in the Capital Facilities Plan on land uses on nearby or adjacent properties have been or will be identified and described during project-level environmental review when appropriate.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

The project sites covered under the Capital Facilities Plan have not been used recently as working farmlands or working forest lands.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [\[help\]](#)

Any areas located on the sites of the projects included in the Plan that may affect or be affected by surrounding working farm or forest land normal business operations have been or will be identified and described during project-specific environmental review when appropriate.

c. Describe any structures on the site. [\[help\]](#)

The structures located on the proposed sites for the projects included in the Capital Facilities Plan have been or will be identified and described during project-specific environmental review when appropriate.

d. Will any structures be demolished? If so, what? [\[help\]](#)

The remodeling and renovation projects in the Capital Facilities Plan will require the demolition of school structures. The structures that will be demolished as a result of the projects included in the Capital Facilities Plan have been or will be identified during project-specific environmental review when appropriate.

e. What is the current zoning classification of the site? [\[help\]](#)

The sites that are covered under the Capital Facilities Plan have a variety of zoning classifications under the applicable zoning codes. Site-specific zoning information has been or will be identified during project-specific environmental review when appropriate.

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Inventories of the comprehensive plan designations for the sites of the projects included in the Capital Facilities Plan have been or will be completed during project-specific environmental review when appropriate.

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Shoreline master program designations of the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-specific environmental review when appropriate.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

Any areas located on the sites of the projects included in the Plan that have been classified as a critical area by the city or county have been or will be identified during project-specific environmental review.

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

The Federal Way School District currently serves approximately 22,400 students. The student population is expected to increase to 23,800 by the year 2023. This projection has been adjusted to reflect the current economic conditions. The District employs approximately 3,200 people.

j. Approximately how many people would the completed project displace? [\[help\]](#)

Any displacement of people caused by the projects included in the Capital Facilities Plan has been or will be evaluated during project-specific environmental review when appropriate. However, it is not anticipated that the Capital Facilities Plan, or any of the projects contained therein, will displace any people.

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

Individual projects included in the Capital Facilities Plan will be subject to project-specific environmental review and local approval when appropriate. Proposed mitigating measures will be proposed at that time, if necessary.

- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

The compatibility of the specific projects included in the Capital Facilities Plan with existing uses and plans has been or will be assessed as part of the comprehensive planning process and during project-specific environmental review when appropriate.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

The compatibility of the specific projects included in the Capital Facilities Plan with nearby agricultural and forest lands of long-term commercial significance have been or will be assessed as part of the comprehensive planning process and during project-specific environmental review when appropriate.

9. **Housing** [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

No housing units would be provided in connection with the completion of the projects included in the Capital Facilities Plan.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

It is not anticipated that the projects included in the Capital Facilities Plan will eliminate any housing units. The impacts of the projects included in the Capital Facilities Plan on existing housing have been or will be evaluated during project-specific environmental review when appropriate.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

Measures to reduce or control any housing impacts caused by the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

10. **Aesthetics** [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

The aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

The aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

- b. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Appropriate measures to reduce or control the aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be determined on a project-specific basis when appropriate

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

The light or glare impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

The light or glare impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Off-site sources of light or glare that may affect the projects included in the Capital Facilities Plan have been or will be evaluated during project-specific environmental review when appropriate.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Proposed measures to mitigate light and glare impacts have been or will be addressed during project-specific environmental review when appropriate.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

There are a variety of formal and informal recreational facilities within the Federal Way School District.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

The recreational impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate. The projects included in the Capital Facilities Plan, including proposed renovated school and support facilities, may enhance recreational opportunities and uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

Adverse recreational effects of the projects included in the Capital Facilities Plan have been or will be subject to mitigation during project-specific environmental review when appropriate. A school site usually provides recreational facilities to the community in the form of play fields and gymnasiums.

13. **Historic and cultural preservation** [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

There are no known places or objects listed on, or proposed for such registers on the sites of the projects included in the Capital Facilities Plan. The existence of historic and cultural resources on or next to the sites has been or will be addressed in more detail during project-specific environmental review when appropriate.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

An inventory of historical sites at or near the sites of the projects included in the Capital Facilities Plan has been or will be developed during project-specific environmental review when appropriate.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

Methods used to assess the potential impacts to cultural and historic resources on or near the sites of the projects included in the Capital Facilities Plan have been or will be developed during project-specific environmental review when appropriate.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

Appropriate measures have been or will be proposed on a project-specific basis when appropriate.

14. **Transportation** [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

The impact on public streets and highways of the individual projects included in the Capital Facilities Plan has been or will be addressed during project-specific environmental review when appropriate.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

The relationship between the specific projects included in the Capital Facilities Plan and public transit has been or will be addressed during project-specific environmental review when appropriate.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

An inventory of parking spaces located at the sites of the projects included in the Capital Facilities Plan and the impacts of specific projects on parking availability has been or will be conducted during project-specific environmental review when appropriate.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

The need for new streets or roads, or improvements to existing streets and roads has been or will be addressed during project-specific environmental review when appropriate.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

Use of water, rail, or air transportation has been or will be addressed during project-specific environmental review when appropriate.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

The traffic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-specific environmental review when appropriate.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

Projects included in the Capital Facilities Plan that may interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area has been or will be addressed during project-specific environmental review when appropriate.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

The mitigation of traffic impacts associated with the projects included in the Capital Facilities Plan has been or will be addressed during project-specific environmental review when appropriate.

15. **Public Services** [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

The District does not anticipate that the projects identified in the Capital Facilities Plan will substantially increase the need for other public services.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

Remodeled/renovated school or facilities will be built with automatic security systems, fire alarms, smoke alarms, heat sensors, and sprinkler systems.

16. **Utilities** [\[help\]](#)

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

Electricity, natural gas, water, refuse service, telephone, and sanitary sewer utilities are available at the sites of the projects proposed in the Capital Facilities Plan. The types of utilities available at specific project sites have been or will be addressed in more detail during project-specific environmental review when appropriate.

- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

Utility revisions and construction needs have been or will be identified during project-specific environmental review when appropriate.

C. Signature [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee Tanya Nascimento

Position and Agency/Organization Enrollment and Demographics, Federal Way School District No. 210

Date Submitted: May 12, 2017

D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

To the extent the Capital Facilities Plan makes it more likely that school facilities will be constructed and/or renovated and remodeled, some of these environmental impacts will be more likely. Additional impermeable surfaces, such as roofs, parking lots, sidewalks, access roads, and playgrounds could increase storm water runoff, which could enter surface or ground waters. Heating systems, emergency generators, and other school equipment that is installed pursuant to the Capital Facilities Plan could result in air emissions. The projects included in the Capital Facilities Plan should not require the production, storage, or release of toxic or hazardous substances, with the possible exception of the storage of diesel fuel or gasoline for emergency generating equipment. The District does not anticipate a significant increase in the production of noise from its facilities, although the projects included in the Capital Facilities Plan will increase the District's student capacities.

Proposed measures to avoid or reduce such increases are:

Proposed measures to mitigate any such increases described above have been or will be addressed during project-specific environmental review when appropriate. Storm water detention and runoff will meet applicable County and/or City requirements and may be subject to National Pollutant Discharge Elimination System ("NPDES") permitting requirements. Discharges to air will meet applicable air pollution control requirements. Fuel oil will be stored in accordance with local and state requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Capital Facilities Plan itself will have no impact on these elements of the environment. These impacts have been or will be addressed in more detail during project-specific environmental review when appropriate. The projects included in the Plan are not likely to generate severe impacts on fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Specific measures to protect and conserve plants, animals, and fish cannot be identified at this time. Specific mitigation proposals have been or will be identified, however, during project-specific environmental review when appropriate.

3. How would the proposal be likely to deplete energy or natural resources?

The construction of the projects included in the Capital Facilities Plan will require the consumption of energy.

Proposed measures to protect or conserve energy and natural resources are:

The projects included in the Capital Facilities Plan will be constructed in accordance with applicable energy efficiency standards.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The Capital Facilities Plan and individual projects contained therein should have no impact on these resources.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Appropriate measures have been or will be proposed during project-specific environmental review when appropriate. Updates of this Plan will be coordinated with King County and the cities of Federal Way, Kent, Des Moines, and Auburn as part of the Growth Management Act process, one of the purposes of which is to protect environmentally sensitive areas. To the extent the District's facilities planning process is part of the overall growth management planning process, these resources are more likely to be protected.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The Capital Facilities Plan will not have any impact on land or shoreline use that is incompatible with existing comprehensive plans, land use codes, or shoreline management plans. The District does not anticipate that the Capital Facilities Plan or the projects contained therein will directly affect land and shoreline uses in the area served by the District.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures to avoid or reduce land use impacts resulting from the Capital Facilities Plan or the projects contained therein are proposed at this time.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The projects included in the Capital Facilities Plan may create temporary increases in the District's need for public services and utilities. Upon the completion of the projects included in the Capital Facilities Plan, however, the District does not anticipate that its need for public services and utilities will increase substantially beyond existing levels.

Proposed measures to reduce or respond to such demand(s) are:

No measures to reduce or respond to such demands are proposed at this time.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Capital Facilities Plan will not conflict with any laws or requirements for the protection of the environment.



HIGHLINE
PUBLIC SCHOOLS

Capital Planning and Construction Department

G. Scott Hodgins, Executive Director

17810 8th Avenue South, Bldg. A

Burien, WA 98148

Office: 206-631-7500

RECEIVED

JUN - 6 2017

**CITY OF KENT
CITY CLERK**

June 2, 2017

City Clerk
City of Kent
220 Fourth Ave. S
Kent, WA 98032

To Whom It May Concern:

Enclosed are the Determination of Non-Significance ("DNS") and the Environmental Checklist for the adoption of the Highline School District 2017 Six-Year Capital Facilities Plan.

The comment period on the DNS expires at 4:30 p.m. on June 16, 2017.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Scott Hodgins".

G. Scott Hodgins
Executive Director, Capital Planning and Construction

Enclosures: Determination of Non-Significance
SEPA Environmental Checklist, dated May 26, 2017

DETERMINATION OF NONSIGNIFICANCE

Issued with a 14-day comment period

Description of Proposal:

This threshold determination analyzes the environmental impacts associated with the following actions, which are so closely related to each other that they are in effect a single course of action:

1. The adoption of the Highline School District's Capital Facilities Plan 2017-2022 by the Highline School District No. 401 for the purposes of planning for the facilities needs of the District; and
2. The amendment of the Comprehensive Plans of King County and the cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila to include the Highline School District's Capital Facilities Plan 2017-2022 as part of the Capital Facilities Element of each jurisdiction's Comprehensive Plan.

Proponent: Highline School District No. 401

Location of the Proposal:

The Highline School District includes an area of approximately 43.8 square miles. Portions of unincorporated King County and the cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila fall within the District's boundaries.

Lead Agency:

Highline School District No. 401

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse environmental impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.20C.030(2)(c). This decision was made after a review of the completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the date of issue. Comments must be submitted by 4:30 p.m. on June 16, 2017. The responsible official will reconsider the DNS based on timely comments and may retain, modify, or, if significant adverse impacts are likely,

withdraw the DNS. If the DNS is retained, it will be final after the expiration of the comment deadline.

Responsible Official: Scott Hodgins
Executive Director, Capital Planning and Construction
Highline School District No. 401

Telephone: (206) 631-7515

Address: Highline School District
15675 Ambaum Blvd. SW
Burien, WA 98166

Questions may be directed and comments may be submitted by 4:30 p.m., June 16, 2017, to: Scott Hodgins, Executive Director, Capital Planning and Construction, Highline School District No. 401, 15675 Ambaum Blvd. SW, Burien, WA 98166.

Date of Issue: June 2, 2017
Date Published: June 2, 2017 and June 9, 2017 - Seattle Times

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project", "applicant", and "property or site" should be read as "proposal", "proponent", and "affected geographic area", respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

The adoption of the Highline School District's 2017 Capital Facilities Plan ("Capital Facilities Plan") for the purposes of planning for the District's facilities needs. King County will incorporate the District's Capital Facilities Plan into its Comprehensive Plan. The cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila may also incorporate the District's Capital Facilities Plan into their respective Comprehensive Plans. A copy of the District's draft Capital Facilities Plan is available for review in the District's offices.

2. Name of applicant:

Highline School District No. 401.

3. Address and phone number of applicant and contact person:

17810 8th Avenue South, Building A
Burien, WA 98148

G. Scott Hodgins, Executive Director, Capital Planning and Construction
(206) 631-7500

4. Date checklist prepared:

May 22, 2017

5. Agency requesting checklist:

Highline School District No. 401

6. Proposed timing or schedule (including phasing, if applicable):

The Capital Facilities Plan is scheduled to be adopted by the District's Board of Directors on or about July 26, 2017. After adoption, the District will forward the Capital Facilities Plan to King County and the cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila for inclusion in each jurisdiction's Comprehensive Plan. The District will continue to update the Capital Facilities Plan annually. The projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review when appropriate.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The Capital Facilities Plan identifies the capital improvement projects that the District plans to implement over the next six years. The District plans to add classrooms at existing elementary schools, build one new middle school, and replace the existing Highline High School within the six-year planning period. The District may also add portable facilities at various school locations throughout the District. In addition, the District plans safety and security upgrades at various school locations.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The projects included in the Capital Facilities Plan have undergone or will undergo additional environmental review, when appropriate, as they are developed.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None known.

10. List any government approvals or permits that will be needed for your proposal, if known.

King County will review the Capital Facilities Plan for the purposes of updating the County's school impact fee ordinance and incorporating the CFP by reference as a part of the Capital Facilities Element of the King County Comprehensive Plan. The cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila may also review and take action to adopt the Capital Facilities Plan reference as a part of the Capital Facilities Element of each jurisdiction's Comprehensive plan and update their respective school impact fee ordinances.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This is a nonproject action. This proposal involves the adoption of the Highline School District's Capital Facilities Plan for the purpose of planning the District's facilities needs. The District anticipates King County and the cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila will adopt the Capital Facilities Plan as part of the Capital Facilities Element of each jurisdiction's Comprehensive Plan. The projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review when appropriate. A copy of the Capital Facilities Plan may be viewed at the District's offices.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Capital Facilities Plan will affect the Highline School District. The District includes an area of approximately 43.8 square miles. A portion of King County is served by the District. The cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila are also served by the District. A detailed map of the District's boundaries can be viewed at the District's offices.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

The Highline School District is comprised of a variety of topographic land forms and gradients. Specific topographic characteristics of the sites at which the projects included in

the Capital Facilities Plan are located, have been, or will be identified during project-level environmental review when appropriate.

b. What is the steepest slope on the site (approximate percent slope)?

Specific slope characteristics at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Specific soil types found at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Unstable soils may exist within the Highline School District. Specific soil limitations on individual project sites have been or will be identified at the time of project-level environmental review when appropriate.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Individual projects included in the Capital Facilities Plan have been or will be subject, when appropriate, to project-level environmental review and local approval at the time of proposal. Proposed grading projects, as well as the purpose, type, quantity, and source of any fill materials to be used have been or will be identified at that time.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

It is possible that erosion could occur as a result of the construction projects currently proposed in the Capital Facilities Plan. The erosion impacts of the individual projects have been or will be evaluated on a site-specific basis at the time of project-level environmental review when appropriate. Individual projects have been or will be subject to local approval processes.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The construction projects included in the Capital Facilities Plan have required or will require the construction of impervious surfaces. The extent of any impervious cover constructed will vary with each project included in the Capital Facilities Plan. This issue has been or will be addressed during project-level environmental review when appropriate.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The erosion potential of the projects included in the Capital Facilities Plan and appropriate control measures have been or will be addressed during project-level environmental review when appropriate. Relevant erosion reduction and control requirements have been or will be met

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Various emissions, many construction-related, may result from the individual projects included in the Capital Facilities Plan. The air-quality impacts of each project have been or will be evaluated during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Any off-site sources of emissions or odor that may affect the individual projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The individual projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review and relevant local approval processes when appropriate. The District has been or will be required to comply with all applicable air regulations and air permit requirements. Proposed measures specific to the individual projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

3. Water

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There is a network of surface water bodies within the Highline School District. The surface water bodies that are in the immediate vicinity of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. When necessary, the surface water regimes and flow patterns have been or will be researched and incorporated into the designs of the individual projects.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

The projects included in the Capital Facilities Plan may require work near the surface waters located within the Highline School District. Applicable local approval requirements have been or will be satisfied

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Information with respect to the placement or removal of fill and dredge material as a component of the projects included in the Capital Facilities Plan has been or will be provided during project-level environmental review when appropriate. Applicable local regulations have been or will be satisfied.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Any surface water withdrawals or diversions required in connection with the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Each project included in the Capital Facilities Plan, if located in a floodplain area, has been or will be required to meet applicable local regulations for flood areas.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Specific information regarding the discharge of waste materials that may be required as a result of the projects included in the Capital Facilities Plan has been or will be provided during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Individual projects included in the Capital Facilities Plan may impact groundwater resources. The impact of the individual projects included in the Capital Facilities Plan on groundwater resources has been or will be addressed during project-level environmental review when appropriate. Each project has been or will be subject to applicable local regulations. Please see the Supplemental Sheet for Nonproject Actions.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the

number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The discharges of waste material that may take place in connection with the projects included in the Plan have been or will be addressed during project-level environmental review.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Individual projects included in the Capital Facilities Plan may have stormwater runoff consequences. Specific information regarding the stormwater impacts of each project has been or will be provided during project-level environmental review when appropriate. Each project has been or will be subject to applicable local stormwater regulations.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The projects included in the Capital Facilities Plan may result in the discharge of waste materials into ground or surface waters. The specific impacts of each project on ground and surface waters have been or will be identified during project-level environmental review when appropriate. Each project has been or will be subject to all applicable regulations regarding the discharge of waste materials into ground and surface waters. Please see the Supplemental Sheet for Nonproject Actions.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Individual projects included in the Capital Facilities Plan may alter or otherwise affect drainage patterns. The impact of the individual projects included in the Capital Facilities Plan on drainage patterns has been or will be addressed during project-level environmental review when appropriate. Each project has been or will be subject to applicable local regulations. Please see the Supplemental Sheet for Nonproject Actions.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Specific measures to reduce or control runoff impacts associated with the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

4. Plants

a. Check the types of vegetation found on the site:

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other

- ___ shrubs
- ___ grass
- ___ pasture
- ___ crop or grain
- ___ Orchards, vineyards or other permanent crops.
- ___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ___ water plants: water lily, eelgrass, milfoil, other
- ___ other types of vegetation

A variety of vegetative zones are located within the Highline School District. Inventories of the vegetation located on the sites of the projects proposed in the Capital Facilities Plan have been or will be developed during project-level environmental review when appropriate.

b. What kind and amount of vegetation will be removed or altered?

Some of the projects included in the Capital Facilities Plan may require the removal or alteration of vegetation. The specific impacts on vegetation of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

c. List threatened and endangered species known to be on or near the site.

The specific impacts to these species from the individual projects included in the Capital Facilities Plan have been or will be determined during project-level environmental review when appropriate.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Measures to preserve or enhance vegetation at the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. Each project is or will be subject to applicable local landscaping requirements.

e. List all noxious weeds and invasive species known to be on or near the site.

Inventories of noxious weeds and invasive species located on or near sites of the projects proposed in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

- birds: hawk, heron, eagle, songbirds, other:
- mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

An inventory of species that have been observed on or near the sites of the projects proposed in the Capital Facilities Plan has been or will be developed during project-level environmental review when appropriate.

- b. List any threatened and endangered species known to be on or near the site.

Inventories of threatened or endangered species known to be on or near the sites of the projects included in the Capital Facilities Plan have been or will be developed during project-level environmental review when appropriate.

- c. Is the site part of a migration route? If so, explain.

The impacts of the projects included in the Capital Facilities Plan on migration routes have been or will be addressed during project-level environmental review when appropriate.

- d. Proposed measures to preserve or enhance wildlife, if any:

Appropriate measures to preserve or enhance wildlife have been or will be determined during project-level environmental review when appropriate.

- e. List any invasive animal species known to be on or near the site.

Inventories of invasive animal species located on or near sites of the projects proposed in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The State Board of Education requires the completion of a life-cycle cost analysis of all heating, lighting, and insulation systems before it will permit specific school projects to proceed. The energy needs of the projects included in the Capital Facilities Plan have been or will be determined at the time of specific engineering and site design planning when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

The impacts of the projects included in the Capital Facilities Plan on the solar potential of adjacent projects have been or will be addressed during project-level environmental review when appropriate.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Energy conservation measures proposed in connection with the projects included in the Capital Facilities Plan have been or will be considered during project-level environmental review when appropriate.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Please see the Supplemental Sheet for Nonproject Actions.

- 1) Describe any known or possible contamination at the site from present or past uses.

Known or possible contamination on sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Hazardous chemicals/conditions that might affect the project development and design on sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Toxic or hazardous chemicals that might be stored, used, or produced during the development, construction, or operation of any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- 4) Describe special emergency services that might be required.

Please see the Supplemental Sheet for Nonproject Actions.

- 5) Proposed measures to reduce or control environmental health hazards, if any:
The projects included in the Capital Facilities Plan comply or will comply with all current codes, standards, rules, and regulations. Individual projects have been or will be subject to project-level environmental review and local approval at the time they are developed, when appropriate.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

A variety of noises from traffic, construction, residential, commercial, and industrial areas exists within the Highline School District. The specific noise sources that may affect the

projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

The projects included in the Capital Facilities Plan may create normal construction noises that will exist on a short-term basis only. The construction projects could increase traffic around the construction sites on a short-term basis. Because the construction of additional school capacity will increase the capacity of the District's school facilities, there may be a slight increase in traffic-related or operations-related noise on a long-term basis. Similarly, the placement of portables at school sites will increase the capacity of school facilities and may create a slight increase in traffic-related or operations-related noise. Neither of these increases is expected to be significant. The specific noise sources and levels that may result from the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate. Please see the Supplemental Sheet for Nonproject Actions.

3) Proposed measures to reduce or control noise impacts, if any:

The projected noise impacts of the projects included in the Capital Facilities Plan have been or will be evaluated and mitigated during project-level environmental review when appropriate. Each project is or will be subject to applicable local regulations.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

There are a variety of land uses in the Highline School District, including residential, commercial, industrial, institutional, utility, open space, recreational, etc. Impacts of projects included in the Capital Facilities Plan on land uses on nearby or adjacent properties have been or will be identified and described during project-level environmental review when appropriate.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Identification of the use of sites intended for any projects included in the Capital Facilities Plan as working farmlands or working forest land has been or will be identified and described during project-level environmental review when appropriate.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Any projects included in the Capital Facilities Plan have been or will be analyzed during project-level environmental review when appropriate to determine if the proposal will affect or be affected by surrounding working farm or forest lands.

c. Describe any structures on the site.

Any structures located on the sites for the projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

d. Will any structures be demolished? If so, what?

Any structures that will be demolished as a result of the projects included in the Capital Facilities Plan, if any, have been or will be identified during project-level environmental review when appropriate.

e. What is the current zoning classification of the site?

The sites that are covered under the Capital Facilities Plan have a variety of zoning classifications under the applicable zoning codes. Site-specific zoning information has been or will be identified during project-level environmental review when appropriate. All sites anticipated for school construction are zoned for such use.

f. What is the current comprehensive plan designation of the site?

Inventories of the comprehensive plan designations for the sites of the projects included in the Capital Facilities Plan have been or will be completed during project-level environmental review when appropriate. All sites anticipated for school construction are designated for such use.

g. If applicable, what is the current shoreline master program designation of the site?

Shoreline master program designations of the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review when appropriate.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Any critical areas located on the sites of the projects included in the Capital Facilities Plan have been or will be identified during project-level environmental review.

i. Approximately how many people would reside or work in the completed project?

The Highline School District currently serves approximately 19,199 students. Enrollment is expected to increase to approximately 20,236 students by the 2022-2023 school year. The District employs approximately 2,370 people.

j. Approximately how many people would the completed project displace?

Any displacement of people caused by the projects included in the Capital Facilities Plan has been or will be evaluated during project-level environmental review when appropriate. However, it is not anticipated that the Capital Facilities Plan, or any of the projects contained therein, will displace any people.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Individual projects included in the Capital Facilities Plan have been or will be subject to project-level environmental review and local approval when appropriate. Proposed mitigating measures have been or will be developed at that time, when necessary.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The compatibility of the specific projects included in the Capital Facilities Plan with existing uses and plans has been or will be assessed as part of the comprehensive planning process and during project-level environmental review when appropriate.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

The compatibility of the specific projects included in the Capital Facilities Plan with nearby agricultural and forest lands of long-term commercial significance has been or will be identified and described during project-level environmental review when appropriate.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

No housing units would be provided in connection with the completion of the projects included in the Capital Facilities Plan.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

It is not anticipated that the projects included in the Capital Facilities Plan will eliminate any housing units. The impacts of the projects included in the Capital Facilities Plan on existing housing have been or will be evaluated during project-level environmental review when appropriate.

c. Proposed measures to reduce or control housing impacts, if any:

Measures to reduce or control any housing impacts caused by the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- b. What views in the immediate vicinity would be altered or obstructed?

The aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Appropriate measures to reduce or control the aesthetic impacts of the projects included in the Capital Facilities Plan have been or will be determined on a project-level basis when appropriate.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The light or glare impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

The light or glare impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- c. What existing off-site sources of light or glare may affect your proposal?

Off-site sources of light or glare that may affect the projects included in the Capital Facilities Plan have been or will be evaluated during project-level environmental review when appropriate.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Proposed measures to mitigate light and glare impacts have been or will be addressed during project-level environmental review when appropriate.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are a variety of formal and informal recreational facilities within the Highline School District.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

The recreational impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate. The projects included in the

Capital Facilities Plan, including proposed new school facilities, may enhance recreational opportunities and uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Adverse recreational effects of the projects included in the Capital Facilities Plan have been or will be subject to mitigation during project-level environmental review when appropriate. School facilities usually provide recreational facilities to the community in the form of playfields and gymnasiums.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Any buildings, structures, or sites, located on or near the site that are over 45-years old listed in or proposed eligible for listing in national, state, or local preservation registers on or near sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Any landmarks, features, or other evidence of Indian or historic use or occupation, or material evidence, artifacts, or areas of cultural importance, on or near sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Any relevant methods utilized at sites intended for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Any needed relevant measures proposed to avoid, minimize, or compensate for loss, changes to, and disturbance to resources, including necessary plans and permits, for any projects included in the Capital Facilities Plan have been or will be identified and described during project-level environmental review when appropriate.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The impact on public streets and highways of the individual projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The relationship between the specific projects included in the Capital Facilities Plan and public transit has been or will be addressed during project-level environmental review when appropriate.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Inventories of parking spaces located at the sites of the projects included in the Capital Facilities Plan and the impacts of specific projects on parking availability have been or will be conducted during project-level environmental review when appropriate.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

The need for new streets or roads, or improvements to existing streets and roads has been or will be addressed during project-level environmental review when appropriate.

- d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Use of water, rail, or air transportation has been or will be addressed during project-level environmental review when appropriate.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

The traffic impacts of the projects included in the Capital Facilities Plan have been or will be addressed during project-level environmental review when appropriate.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

The potential impact of any project proposed in the Capital Facilities Plan on the movement of agricultural or forest products on roads and streets has been or will be addressed during project-level environmental review when appropriate.

h. Proposed measures to reduce or control transportation impacts, if any:

The mitigation of traffic impacts associated with the projects included in the Capital Facilities Plan has been or will be addressed during project-level environmental review when appropriate.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

The District does not anticipate that the projects identified in the Capital Facilities Plan will significantly increase the need for public services.

b. Proposed measures to reduce or control direct impacts on public services, if any.

New school facilities have been or will be built with automatic security systems, fire alarms, smoke alarms, heat sensors, and sprinkler systems. The mitigation of impacts to public services associated with the projects included in the Capital Facilities Plan has been or will be addressed during project-level environmental review when appropriate.

16. Utilities

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

Electricity, natural gas, water, refuse service, telephone, and sewer are or can be made available at the known sites of the projects included in the Capital Facilities Plan. The types of utilities available at specific project sites have been or will be addressed in more detail during project-level environmental review when appropriate.

c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Utility revisions and construction needs have been or will be identified during project-level environmental review when appropriate.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of Signee: G. Scott Hodgins

Position and Agency/Organization: Executive Director, Capital Planning and Construction
Highline School District No. 401

Date Submitted: May 26, 2017

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

To the extent the Capital Facilities Plan makes it more likely that school facilities will be constructed, some of these environmental impacts may be more likely. Additional impermeable surfaces, such as roofs, access roads, and sidewalks could increase stormwater runoff, which could enter surface or ground waters. Heating systems, emergency generators, and other school equipment that is installed pursuant to the Capital Facilities Plan could result in air emissions. The projects included in the Capital Facilities Plan should not require the production, storage, or release of toxic or hazardous substances, with the possible exception of the storage of diesel fuel or gasoline for emergency generating equipment. The District does not anticipate a significant increase in the production of noise from its facilities, with the possible exception of noise production due to short-term construction activities or the presences of additional students on a site. Construction impacts related to noise and air would be short term and are not anticipated to be significant.

Proposed measures to avoid or reduce such increases are:

Proposed measures to mitigate any such increases described above have been or will be addressed during project-level environmental review when appropriate. Stormwater detention and runoff will meet applicable County and/or City requirements and may be subject to National Pollutant Discharge Elimination System ("NPDES") permitting requirements. Discharges to air will meet applicable air pollution control requirements. Fuel oil will be stored in accordance with local and state requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Capital Facilities Plan itself will have no impact on these elements of the environment. The projects included in the Capital Facilities Plan may require clearing plants off of the project sites and a loss to animal habitat. These impacts have been or will be addressed in more detail during project-level environmental review when appropriate. The projects included in the Plan are not likely to generate significant impacts on fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Specific measures to protect and conserve plants, animals, and fish cannot be identified at this time. Specific mitigation proposals will be identified, however, during project-level environmental review when appropriate.

3. How would the proposal be likely to deplete energy or natural resources?

The construction of the projects included in the Capital Facilities Plan will require the consumption of energy.

Proposed measures to protect or conserve energy and natural resources are:

The projects included in the Capital Facilities Plan will be constructed in accordance with applicable energy efficiency standards.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The Capital Facilities Plan and individual projects contained therein should have no impact on these resources. Specific review will be conducted, however, during project-level environmental review.

Proposed measures to protect such resources or to avoid or reduce impacts are:

No specific measures are being proposed at this time. Appropriate measures have been or will be proposed during project-level environmental review when appropriate. Updates of this Plan will be coordinated with King County and the cities of Burien, Des Moines, Kent, Normandy Park, SeaTac, and Tukwila as part of the Growth Management Act process, one of the purposes of which is to protect critical areas. To the extent the District's facilities planning process is part of the overall growth management planning process, these resources are more likely to be protected. Future projects would comply with permitting regulations regarding environmentally sensitive areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The Capital Facilities Plan will not have any impact on land or shoreline use that is incompatible with existing comprehensive plans, land use codes, or shoreline management plans. The District does not anticipate that the Capital Facilities Plan or the projects contained therein will affect land and shoreline uses in the area served by the District in any manner not currently permitted or designated for the intended use.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures to avoid or reduce land use impacts resulting from the Capital Facilities Plan or the projects contained therein are proposed at this time.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The construction projects included in the Capital Facilities Plan may create temporary increases in the District's need for public services and utilities. The new school facilities will increase the District's demands on transportation and utilities. These increases are not expected to be significant.

Proposed measures to reduce or respond to such demand(s) are:

No measures to reduce or respond to such demands are proposed at this time.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Capital Facilities Plan will not conflict with any laws or requirements for the protection of the environment. The Washington Growth Management Act (the GMA) outlines 13 broad goals, including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The Capital Facilities Plan satisfies the requirements of RCW 36.70A.070, and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in the District.

DETERMINATION OF NONSIGNIFICANCE

For

Kent School District No. 415

2017 Capital Facilities Plan

Issued with a 14-day comment and appeal period.

Description of Proposal:

This threshold determination analyzes the environmental impacts associated with the following actions, which are so closely related to each other that they are in effect a single action:

1. The adoption of the Kent School District 2017 Six-Year Capital Facilities Plan by the Kent School District for the purposes of planning for the facilities needs of the District.
2. The amendment of the King County Comprehensive Plan to include the Kent School District 2017 Capital Facilities Plan as a part of the Capital Facilities Plan Element of the King County Comprehensive Plan.
3. The amendment of the Comprehensive Plan of the City of Kent to include the Kent School District's 2017 Capital Facilities Plan as part of the Capital Facilities Plan Element of the Comprehensive Plans of the City of Kent.
4. The amendment of the Comprehensive Plan of the City of Covington to include the Kent School District's 2017 Capital Facilities Plan as part of the Capital Facilities Plan Element of the Comprehensive Plans of the City of Covington.
5. The amendment of the Comprehensive Plan of the City of Renton to include the Kent School District's 2017 Capital Facilities Plan as part of the Capital Facilities Plan Element of the Comprehensive Plans of the City of Renton.
6. The amendment of the Comprehensive Plan of the City of Auburn to include the Kent School District's 2017 Capital Facilities Plan as part of the Capital Facilities Plan Element of the Comprehensive Plans of the City of Auburn.
7. This proposal may also involve amendment of Comprehensive Plans of the Cities of Black Diamond, Maple Valley, and/or SeaTac to incorporate the Kent School District 2017 Capital Facilities Plan into the Capital Facilities element of that jurisdiction's Comprehensive Plan.

Proponent: Kent School District No. 415

Location of the Proposal:

The Kent School District includes an area of approximately 70 square miles. The City of Covington and portions of the cities of Kent, Renton, Auburn, Black Diamond, Maple Valley, and SeaTac fall within the District's boundaries, as do parts of unincorporated King County.

Lead Agency:

Kent School District No. 415 is the lead agency pursuant to WAC 197-11-926.

The lead agency for this proposal has determined that the proposal does not pose a probable significant adverse impact to the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2) (c). This decision was made after a review of the completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Non-significance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the date of issue. Comments must be submitted by 4:00 p.m., June 24, 2017. The responsible official will reconsider the DNS based on timely comments and may retain, modify, or, if significant adverse impacts are likely, withdraw the DNS. If the DNS is retained, it will be final after the expiration of the comment deadline.

Responsible Official:



Mr. Michael Newman
Chief Business Officer for
Kent School District No. 415

Telephone: (253) 373-7295

Address: 12033 SE 256th Street #A-600
Kent, Washington 98030-6643

Appeals of this determination are governed by Board Policy No. 6890, which can be obtained from Mr. Michael Newman, Chief Business Officer, Kent School District No. 415, 12033 SE 256th Street #A-600, Kent, Washington 98030-6643 and pursuant to WAC 197-11-680 and RCW 43.21C.075.

Date of Issue: May 9, 2017

Date Published: May 9, 2017

ENVIRONMENTAL CHECKLIST
UPDATED 2017

WAC 197-11-960 Environmental Checklist.

Purpose of Checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects)

questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal

A. BACKGROUND

1. Name of proposed project, if applicable:

The adoption of a six-year Capital Facilities Plan by the Kent School District. The Comprehensive Plans of King County, City of Kent, City of Covington, City of Renton, City of Auburn and possibly Cities of Maple Valley, Black Diamond and SeaTac have been and/or will be amended to include the Kent School District 2015 Capital Facilities Plan in the Capital Facilities Plan Element of the Comprehensive Plan for each jurisdiction. A copy of the Capital Facilities Plan is available for review in the Kent School District Business Services Department.

2. Name of applicant:

Kent School District No. 415.

3. Address and phone number of applicant and contact person:

Kent School District No. 415
12033 SE 256th Street # A-600
Kent, WA 98030-6643

Contact Person: Mr. Michael Newman, Chief Business Officer

Telephone: (253) 373-7295

4. Date checklist prepared: May 9, 2017

5. Agency requesting checklist:

Kent School District No. 415

6. Proposed timing or schedule (including phasing, if applicable):

The 2016 Kent School District Capital Facilities Plan is scheduled to be forwarded to King County, Cities of Kent, Covington, Renton, Auburn, Maple Valley, Black Diamond, and SeaTac for possible inclusion in each jurisdiction's Comprehensive Plan. The Capital Facilities Plan will be updated annually. Site-specific projects have been or will be subject to project-specific environmental review.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The Capital Facilities Plan reviews proposed replacement of Covington Elementary school which will increase capacity for that school, an additional elementary in the Kent

Valley (site to be determined) and an additional twenty permanent classrooms at elementary schools where needed. The expanded use of portables is planned to alleviate overcrowding at elementary schools.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The above-referenced projects will undergo environmental review at the time of formal proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal?

If yes, explain.

No.

10. List any government approvals or permits that will be needed for your proposal, if known.

King County and Cities of Kent, Covington, Auburn and Renton will review and approve the Capital Facilities Plan for the purposes of impact fee ordinances and will need to adopt the Plan as an amendment to the Capital Facilities Plan element of the Comprehensive Plans of King County and Cities of Kent, Covington, Renton and Auburn. Cities of Maple Valley, Black Diamond, and SeaTac may also review and approve the Plan for the purposes of any school impact fee ordinances and may adopt the Plan as an amendment to the Capital Facilities element of their Comprehensive Plans.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This is a non-project action. This proposal involves the adoption of the Kent School District 2017 Capital Facilities Plan for the purpose of planning the facilities needs of the District and for inclusion in the Capital Facilities Plan element and possible amendment of the Comprehensive Plans for King County, City of Covington, City of Kent, City of Renton, City of Auburn, City of Black Diamond, City of SeaTac and City of Maple Valley. A copy of the Capital Facilities Plan may be viewed at the Kent School District Business Services Department office.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The 2017 Capital Facilities Plan will affect the Kent School District. The District includes an area of approximately 70 square miles. The City of Covington, and portions of the Cities of Kent, Auburn, Renton, Black Diamond, Maple Valley, SeaTac and parts of unincorporated King County fall within the boundaries of the Kent School District.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____.

The Kent School District is comprised of a variety of topographic land forms and gradients, including all of those listed. Specific topographic characteristics will be identified during the planning and permit process for each capital project.

- b. What is the steepest slope on the site (approximate percent slope)?

Specific slope characteristics will be identified during the planning and permit process for each capital project.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Specific soil types will be identified during the planning and permit process for each capital project.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Unstable soils may exist within the Kent School District. Specific soil limitations on individual project sites will be identified at the time of environmental review.

- e. Describe the purpose, type, total area and approximate quantities and total affected area of any filling or grading proposed. Indicate source of fill.

Individual projects included in the Capital Facilities Plan will be subject to project-specific environmental review and local approval at the time of proposal. Proposed grading projects, as well as the purpose, type, quantity, and source of fill materials will be identified as appropriate to each project.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

It is possible that erosion could occur as a result of construction projects currently proposed in the Capital Facilities Plan. Individual projects and their erosion impacts will be evaluated on a site-specific basis. Individual projects will be subject to environmental review and local approval on the time of proposal.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings?)

Percentage of impervious cover will vary with each capital facilities project and will be addressed during project-specific environmental review.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Erosion potential on individual project sites will be addressed during project-specific environmental review. Relevant erosion reduction and control requirements will be met.

2. Air

a. What types of emissions to the air would result from the proposal during construction operation and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Various emissions, many construction-related, may result from individual projects. Air-quality impacts will be evaluated during project-specific environmental review. Please see the Supplemental Sheet for Non-project Actions.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Off-site sources and necessary mitigation will be addressed during project-specific environmental review.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Plans for individual projects included in the Capital Facilities Plan have been or will be subject to environmental review and relevant local approval processes, including obtaining of any necessary air quality permits, at the time individual projects are formally proposed. Please see the Supplemental Sheet for Non-project Actions.

3. Water

a. Surface:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There is a network of surface water bodies within the Kent School District. The surface water regimes and flow patterns have been or will be researched and incorporated in the design of each individual project.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Some projects may require work near these described waters. Individual projects in the Capital Facilities Plan will be subject to environmental review and local approval requirements at the time the project is formally proposed.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Information with respect to placement or removal of fill or dredge material will be addressed at the time of project-specific environmental review. Applicable local regulations have been or will be satisfied.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Any surface water withdrawals or diversions have been or will be addressed during project-specific environmental review.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Each capital facilities project, if located in a floodplain area, will be required to meet applicable local regulations for flood areas.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Specific information regarding discharges of waste materials, if any, will be addressed during project-specific environmental review. Please see the Supplemental Sheet for Non-project Actions.

b. Ground:

1) Will ground water be withdrawn, from a well for drinking water or other purposes? If so, give general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Individual projects included in the Capital Facilities Plan may impact ground water resources. Each project will be evaluated during project-specific environmental review. Applicable local regulations have been or will be satisfied. Please see the Supplemental Sheet for Non-project Actions.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals . . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Impacts of discharged waste material, if any, have been or will be addressed during site-specific, project-level environmental review.

c. Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Individual projects included in the Capital Facilities Plan may have varying storm water runoff consequences. Each project will be subject to environmental review and applicable local regulations.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Individual projects included in the Capital Facilities Plan will have varying environmental impacts and will be subject to appropriate review and local regulations prior to construction. Information regarding waste materials will be presented at the time of such review. Please see the Supplemental Sheet for Non-project Actions.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Individual projects included in the Capital Facilities Plan may have varying drainage pattern consequences. Each project will be subject to environmental review and applicable local regulations

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

Specific measures to reduce or control runoff impacts have been or will be developed on a project-specific basis in cooperation with the appropriate jurisdiction.

4. Plants:

a. Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other

- _____ water plants: water lily, eelgrass, milfoil, other
- _____ other types of vegetation

There are various vegetative zones within the Kent School District. An inventory of species has been or will be produced as part of project-specific environmental review.

- b. What kind and amount of vegetation will be removed or altered?

Impacts on vegetation will be determined at the time of project-specific environmental review at the time the project is formally proposed. Please see the Supplemental Sheet for Non-project Actions.

- c. List threatened or endangered species known to be on or near the site.

Specific impacts to these species from individual projects have been or will be determined at the time of project proposal and will be addressed during site-specific, project-level environmental review.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Individual projects included in the Capital Facilities Plan will be subject to environmental review and local approval at the time of project proposal.

- e. List all noxious weeds and invasive species known to be on or near the site.

Individual projects included in the Capital Facilities Plan will be subject to Environmental review and local approval at the time of project proposal.

5. Animals:

- a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other:

An inventory of species observed on or near sites has been or will be developed during project-specific environmental review.

- b. List any threatened or endangered species known to be on or near the site.

Specific impacts to these species from individual projects will be determined at the time of project proposal and will be reviewed in cooperation with the affected jurisdictions.

c. Is the site part of a migration route? If so, explain.

Impacts on migration routes, if any, will be addressed during site-specific, project-level environmental review.

d. Proposed measures to preserve or enhance wildlife, if any:

Appropriate measures to preserve or enhance wildlife have been or will be determined at the time of site-specific, project-level environmental review.

e. List any invasive animal species known to be on or near the site.

An inventory of invasive animal species observed on or near sites has been or will be developed during project-specific environmental review

6. Energy and Natural Resources:

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The State Board of Education requires a life-cycle cost analysis of all heating, lighting, and insulating systems prior to allowing specific projects to proceed. Energy needs will be decided at the time of specific engineering and site design planning. Please see the Supplemental Sheet for Non-project Actions.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:

Individual projects of this Capital Facilities Plan will be evaluated as to their impact on the solar potential of adjacent projects during environmental review.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Energy conservation measures will be considered at the project-specific design phase and environmental review.

7. Environmental Health:

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Please see the Supplemental Sheet for Non-project Actions.

1) Describe any known or possible contamination at the site from present or past uses.

Please see the Supplemental Sheet for Non-project Actions.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area in the vicinity

Please see the Supplemental Sheet for Non-project Actions.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Please see the Supplemental Sheet for Non-project Actions.

4) Describe special emergency services that might be required.

Please see the Supplemental Sheet for Non-project Actions.

5) Proposed measures to reduce or control environmental health hazards, if any:

Proposed projects will comply with all current codes, standards, and rules and regulations. Individual projects have been or will be subject to environmental review and local approval at the time of formal submittal.

b. Noise:

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

A variety of noises exist within the Kent School District. Specific noise sources have been or will be identified during project-specific environmental review.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Normal construction noises would exist on a short-term basis during school construction. There could be an increase in traffic or operations-related noise

which would be addressed during project specific environmental review. Please see the Supplemental Sheet for Non-project Actions.

3) Proposed measures to reduce or control noise impacts, if any:

Project noise impacts have been or will be evaluated and mitigated during the project-specific environmental review. Each project is or will be subject to applicable local regulations.

8. Land and Shoreline Use:

a. What is the current use of the site and adjacent properties?

There are a variety of land uses within the Kent School District, including residential, commercial, industrial, institutional, utility, agricultural, forestry, open space, recreational, etc.

b. Has the site been used as working farmlands or working forest lands? If so describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

This question will be addressed during site-specific, project-level environmental review.

c. Describe any structures on the site.

Structures located on proposed sites have been or will be identified and described during project-specific environmental review when appropriate.

d. Will any structures be demolished? If so, what?

Structures to be demolished, if any, will be identified as part of the project-specific environmental review process.

e. What is the current zoning classification of the site?

There are a variety of zoning classifications within the Kent School District. Site specific zoning information has been or will be identified during project-specific environmental review.

f. What is the current comprehensive plan designation of the site?

An inventory of comprehensive plan designations has been or will be completed during project-specific environmental review.

g. If applicable, what is the current shoreline master program designation of the site?

Any shoreline master program designations have been or will be identified during project-specific environmental review.

h. Has any part of the site been classified as a critical area by city or county? If so, specify.

Environmentally sensitive areas, if any, will be identified during project-specific environmental review.

i. Approximately how many people would reside or work in the completed project?

This information has been or will be provided at the time of project-specific environmental review.

j. Approximately how many people would the completed project displace?

It is not anticipated that proposed projects will displace any people. Displacement of people, if any, will be evaluated during project-specific environmental review.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Individual projects included in the Capital Facilities Plan will be subject to project-specific environmental review and local approval at the time the project is formally proposed.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Compatibility of the proposal and specific projects with existing uses and plans have been or will be assessed as part of the comprehensive planning process and during project-specific environmental review.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Compatibility of the proposal and specific projects with existing uses and plans have been or will be assessed as part of the comprehensive planning process and during project-specific environmental review.

9. Housing:

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

No housing units would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Any impact of project proposals on existing housing has been or would be evaluated during project-specific environmental review procedures.

- c. Proposed measures to reduce or control housing impacts, if any:

Measures to reduce or control any housing impacts have been or will be addressed during site-specific, project-level environmental review.

10. Aesthetics:

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Aesthetic impacts have been or will be determined at the time of site-specific, project-level environmental review.

- b. What views in the immediate vicinity would be altered or obstructed?

Aesthetic impacts have been or will be determined at the time of site-specific, project-level environmental review.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Appropriate measures to reduce or control aesthetic impacts have been or will be determined at the time of project-specific environmental review.

11. Light and Glare:

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Light or glare impacts have been or will be determined at the time of project-specific environmental review.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Light or glare impacts have been or will be determined at the time of project-specific environmental review.

- c. What existing off-site sources of light or glare may affect your proposal?

Off-site sources of light or glare have been or will be evaluated at the time of project specific environmental review.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Mitigation of light and glare impact has been or will be addressed during project-specific environmental review.

12. Recreation:

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are a variety of formal and informal recreational facilities within the Kent School District.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

Recreational impacts have been or will be addressed during project specific environmental review. Projects in the Capital Facilities Plan may enhance recreational opportunities and uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Any adverse effects on recreation stemming from individual project proposals have been or will be subject to mitigation during the environmental review procedure. A school site usually provides recreational facilities to the community in the form of additional play fields and gymnasiums.

13. Historic and Cultural Preservation:

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, describe.

The existence of historic and cultural resources will be determined at the time of project-specific environmental review.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

An inventory of historical sites has been or will be conducted as part of project specific environmental review.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with

tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Appropriate measures have been or will be proposed on a project-specific basis.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Appropriate measures have been or will be proposed on a project-specific basis.

14. Transportation:

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Impact on public streets and highways has been or will be assessed during project-specific environmental review.

b. Is site or affected geographic area currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

The relationship between specific projects and public transit has been or will be assessed during project-specific environmental review.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

An inventory of parking spaces and the impacts of specific projects on parking spaces have been or will be conducted during project-specific environmental review.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities not including driveways? If so, generally describe (indicate whether public or private).

The development of new schools may require new access roads or streets. This issue will be fully addressed during project-specific environmental review.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Use of water, rail or air transportation has been or will be addressed during site-specific, project-level environmental review.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur and what percentage of volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Each project proposal has been or will be separately evaluated as to traffic impacts.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Each project proposal has been or will be separately evaluated as to traffic impacts.

h. Proposed measures to reduce or control transportation impacts, if any:

Mitigation of impacts on transportation has been or will be addressed during project-specific environmental review.

15. Public Services:

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

The District does not anticipate that the projects identified in the Capital Facilities Plan will substantially increase the need for other public services. Impacts have been or will be evaluated on a project-specific basis.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Schools are built with automatic security systems, fire alarms, smoke alarms, heat sensors and sprinkler systems.

16. Utilities:

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.


Utilities available at project sites have been or will be identified during project specific environmental review.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Utility revisions and construction needs will be identified during project-specific environmental review.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____
Mr. Michael Newman
Chief Business Officer

Date Submitted: May 9, 2017

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

To the extent this Plan makes it more likely that school facilities will be constructed, and/or renovated or remodeled, some of these environmental impacts will be more likely. Additional impermeable surfaces, such as roofs, parking lots, sidewalks, access roads and playgrounds will increase storm water runoff, which could enter surface or ground water. Emissions to air could result from heating systems, emergency generators and other equipment, and from additional car and bus trips to and from the school for students and faculty. Any emissions resulting from this Plan should not require the production, storage, or release of toxic or hazardous substances, with the possible exception of storage of diesel fuel or gasoline for emergency generating equipment. Noise may result from additional traffic and from concentrating several hundred children at a new facility, especially before and after school and during recesses.

To the extent this proposal allows additional residential development to occur, these impacts would also increase somewhat, but it is not possible to quantify those impacts at this time. The impacts would depend on the type, location and distribution of housing, for example, whether single or multiple family and the location of the school.

Proposed measures to avoid or reduce such increases are:

Facilities implementing the Plan have been or will be evaluated at the project specific level and impacts will be mitigated accordingly. Storm water detention and runoff will meet applicable County and/or City requirements and, depending on the date of actual construction, may be subject to a National Pollutant Discharge Elimination System ("NPDES") permitting requirements. Discharges to air will be minimal, and will meet any applicable requirements of the Puget Sound Air Pollution Control Authority. Fuel oil will be stored according to local and state requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Plan itself will have no impact on these elements of the environment. Depending on the particular site, construction of facilities may require clearing sites of plants and loss of animal habitat. To the extent residential development is allowed, additional area may be cleared and eliminated as habitat for animals. There are not likely to be any impacts on fish or marine life, although some water quality degradation in streams and rivers could occur due to increased residential development. These impacts have been or will be addressed in more detail during project-specific environmental review when appropriate.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Individual projects will be evaluated and mitigated appropriately on a project-specific basis, but specific mitigation proposals cannot be identified at this time.

3. How would the proposal be likely to deplete energy or natural resources?

Any actual projects resulting from this Plan would consume heating fuel and electrical energy. Increased traffic resulting from the construction of additional facilities would consume petroleum based fuels. Reduced traffic resulting from construction of another neighborhood school may also reduce amounts of fuel consumed, but it is not possible to quantify such reduction in consumption at this time. These impacts have been or will be addressed in more detail during project-specific environmental review when appropriate.

Proposed measures to protect or conserve energy and natural resources are:

Facilities would be constructed in accordance with applicable energy efficiency standards.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The Plan and facilities constructed pursuant to the Plan should have no impact on these resources. It is not possible to predict whether other development made possible by this Plan would affect sensitive areas.

Proposed measures to protect such resources or to avoid or reduce impacts are:

No specific measures are being proposed at this time. Appropriate measures have been or will be proposed during project-specific review. Annual updates of this Plan will be coordinated with King County, Cities of Kent, Covington, Renton, Auburn, Black Diamond, SeaTac, and Maple Valley as part of the Growth Management Act process, one of the purposes of which is to protect environmentally sensitive areas. To the extent the School District's facilities planning process is part of the overall growth management planning process, these resources are more likely to be protected.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The Plan will not have any impact on land or shoreline use that is incompatible with existing comprehensive plans, land use codes, or shoreline management plans.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None are proposed at this time. Actual facilities constructed to implement the Plan will be sited and constructed to avoid or reduce land use impacts.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

This proposal should not create substantial new demands for transportation. The projects included in the Capital Facilities Plan may create an increase in traffic near new District facilities but also reduce traffic by creating the opportunity for more students to walk to a closer school. The construction of the facilities included in the Capital Facilities Plan may result in minor increases in the demand for public services and utilities, such as fire and police protection, and water, sewer, and electric utilities. None of these impacts are likely to be significant. The impacts on transportation and public services and utilities of the projects included in the Capital Facilities Plan will be addressed during project-level review when appropriate.

Proposed measures to reduce or respond to such demand(s) are:

No measures to reduce or respond to such demands are proposed at this time.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Kent School District Capital Facilities Plan will not conflict with any laws or requirements for the protection of the environment.

**School District Capital Facilities Plans 2017/18 to 2022/23
Impact Fee Calculation – Single Family and Multifamily**

		Kent	Federal Way	Auburn	Highline
Site Cost	SFR	\$ 764.95	\$ 2,942.00	\$ 1,546.86	\$ -0-
	MFR	\$ 224.87	\$ 6,646.00	\$ 825.53	\$ -0-
Construction Cost	SFR	\$26,285.66	\$19,190.00	\$13,609.76	\$12,360.00
	MFR	\$ 7,727.19	\$47,930.00	\$ 7,263.24	\$10,186.00
Temporary Facility Cost	SFR	\$ 201.07	\$ 54.00	\$ 123.86	\$ -0-
	MFR	\$ 59.11	\$ 145.00	\$ 64.53	\$ -0-
State Funding Assistance Credit	SFR	\$ 4,350.55	\$ 5,367.00	\$ 2,344.14	\$ 1,591.00
	MFR	\$ 1,278.93	\$13,384.00	\$ 1,251.03	\$ 1,792.00
Tax Credit	SFR	\$ 1,988.27	\$ 3,135.00	\$ 6,292.62	\$ 6,188.00
	MFR	\$ 1,156.85	\$ 1,166.00	\$ 2,739.70	\$ 2,071.00
Impact Fee	SFR	\$ 5,235.00 (+ 2.6%)	\$ 6,842.00 (+113.9%)	\$ 3,321.86 (-39.3%)	\$ 2,290 (- 69.6%)
	MFR	\$ 2,267.00 (+ 2.6%)	\$20,086.00 (+139.5%)	\$ 2,081.29 (+26.9%)	\$ 3,162 (-52.7%)
% financed by impact fees		11%	0.3%	?	?

Impact Fees History 2000 – 2018

SFR	Kent	Federal Way	Auburn	Highline	MFR	Kent	Federal Way	Auburn	Highline
2018	\$5,235	\$6,842	\$3,321.86	\$2,290	2018	\$2,267	\$20,086	\$2,081.29	\$3,162
2017	\$5,100	\$3,198	\$5,469.37	\$7,528	2017	\$2,210	\$8,386	\$1,639.70	\$6,691
2016	\$4,990	\$2,899	\$5,330.88	\$8,229	2016	\$2,163	\$ 506	\$2,625.01	\$7,453
2015	\$5,486	\$5,171	\$4,137.21	\$6,328	2015	\$3,378	\$1,834	\$3,518.17	\$3,761
2014	\$5,486	\$5,363	\$5,398.93	\$7,412	2014	\$3,378	\$1,924	\$3,387.84	\$3,251
2013	\$5,486	\$4,014	\$5,511.69	\$7,912	2013	\$3,378	\$1,381	\$3,380.26	\$3,101
2012	\$5,486	\$4,014	\$5,557.30	N/A	2012	\$3,378	\$1,253	\$2,305.22	N/A
2011	\$5,486	\$4,014	\$5,266.33	N/A	2011	\$3,378	\$2,172	\$1,518.22	N/A
2010	5,394	3,832	5,432.70	N/A	2010	3,322	2,114	1,184.71	N/A
2009	5,304	4,017	5,374.64	N/A	2009	3,266	1,733	877.02	N/A
2008	5,110	3,883	5,361.04	N/A	2008	3,146	1,647	465.78	N/A
2007	4,928	3,018	5,657.05	N/A	2007	3,034	856	1,228.84	N/A
2006	4,775	3,393	5,681.36	N/A	2006	2,940	895	1,536.30	N/A
2005	4,056	2,868	5,296.90	N/A	2005	1,762	905	1,831.85	N/A
2004	4,292	3,269	4,528.00	N/A	2004	2,643	940	1,212.00	N/A
2003	4,147	3,865	N/A	N/A	2003	2,554	1,086	N/A	N/A
2002	3,782	2,616	N/A	N/A	2002	2,329	896	N/A	N/A
2001	3,782	2,710	N/A	N/A	2001	2,329	830	N/A	N/A
2000	3,782	2,384	N/A	N/A	2000	2,329	786	N/A	N/A

**School District Capital Facilities Plans
2017/18 to 2022/23**

	Kent	Federal Way	Auburn	Highline
Area Cost Allowance	\$213.23	\$213.23	\$213.23	\$213.23
State Funding Assistance %	56.96%	65.59%	63.29%	54.62%
District Match %			36.71%	
District Average Assessed Valuation				
SFR	\$328,047	\$294,328	\$292,035	\$326,622
MFR	\$143,332	\$109,489	\$127,147	\$109,319
Debt Service Capital Levy Rate/\$1000	\$1.03	\$1.31	\$2.65	\$2.33
Bond Interest Rate	3.95%	3.95%	3.95%	3.95%

Issues:

Kent: Replacement of Covington Elementary School. Additional elementary school in Kent Valley. 20 additional classrooms in elementary schools. Purchase additional portables.

Federal Way: Complete modernization of Federal Way High School. Replace Thomas Jefferson High. Replace five elementary schools. Norman Center (Employment Transition Program) financed through state-approved LOCAL program through 2020. Purchase new portables.

Auburn: Construct 2 Elementary Schools. Replace 5 Elementary Schools and 1 Middle School; Acquire 3 elementary school sites. Purchase new portables. Technology upgrades at all facilities; Miscellaneous facility updates at multiple sites.

Highline: Replace Des Moines Elementary School to increase capacity, add classrooms at existing elementary schools, build one new middle school. Purchase new portables. Land purchase for future elementary school.

**School District Capital Facilities Plans – 2017/18 to 2022/23
General Statistics**

	Kent	Federal Way	Auburn	Highline
Student Generation				
SFR Elementary	.398	0.2200	0.1930	0.1518
Middle	.096	0.1202	0.0770	0.0262
Senior High	.185	0.1429	0.0730	0.0654
MFR Elementary	.117	0.5970	0.1030	0.0930
Middle	.028	0.2369	0.0310	0.0465
Senior High	.029	0.3228	0.0440	0.0698
Enrollment 2016/17	26,529	20,638	15,945	19,199
Capacity 2016/17	27,103	19,451	14,717	20,946
Class Size	K = 23 1-3 = 23/17 4 - 6 = 27 7 - 8 = 28.6 9-12 =30.6	K - 3 = 17 4 - 5 = 25 6-12 = 26	K - 2 = 24/17.3 3 - 4 = 26 5 = 29 6-12 = 30	K = 24 1 - 3 = 25 K-3=17 (2019) 4 - 6 = 27 7 - 8 = 30 9 - 12 = 32



October 10, 2017

Ms. Charlene Anderson
Planning Manager
City of Kent
400 West Gowe
Kent, WA 98032

Dear Ms. Anderson:

Pursuant to our interlocal agreement on impact fees, we are submitting the annual report for the fiscal year ending August 31, 2017. If you have any questions or concerns about this report or require additional information, please call Troy Dammal at 253-931-4926

Sincerely,

Troy Dammal,
Executive Director of
Business Services

Attachment

**AUBURN SCHOOL DISTRICT 408
IMPACT FEE ACCOUNT - CITY OF KENT**

BEGINNING BALANCE AS OF SEPTEMBER 1, 2016

\$430.94

MONTH RECEIVED	AMOUNT COLLECTED	AMOUNT DISBURSED	INTEREST EARNED	ACCOUNT BALANCE
September	\$ 5,678.01		\$0.21	\$6,109.16
October	\$ 15,998.06	\$150,760.03	\$3.03	-\$128,649.78
November	\$ 31,995.68		\$0.00	-\$96,654.10
December	\$ 21,326.60		\$0.00	-\$75,327.50
January	\$ 26,672.23		\$0.00	-\$48,655.27
February	\$ 31,559.77		\$0.00	-\$17,095.50
March	\$ 22,622.88	\$3,461.95	\$0.00	\$2,065.43
April	\$ 10,946.62		\$1.02	\$13,013.07
May	\$ 10,952.72		\$6.45	\$23,972.24
June	\$ -		\$11.87	\$23,984.11
July	\$ -	\$17,818.31	\$11.88	\$6,177.68
August		\$7,276.35	\$3.06	-\$1,095.61
TOTALS	\$ 177,752.57	\$179,316.64	\$37.52	

TOTAL IMPACT REVENUES AND INTEREST FOR THE YEAR ENDED AUGUST 31, 2017

\$177,790.09

EXPENDITURES

PROJECT DESCRIPTION	AMOUNT
Impact fees from City of Kent were allocated to offset the cost of Auburn School District purchasing and outfitting portables for students	

TOTAL EXPENDITURES FOR THE YEAR ENDED August 31, 2017

\$179,316.64

ENDING BALANCE AS OF August 31, 2017

-\$1,095.61

CAPITAL PROJECTS IMPACT FEES
CITY OF KENT (253)
 COLLECTED & EXPENDED
 January 1, 2016 thru December 31, 2016

Month	COLLECTED			Expended		
	Collected	Net Int. Earn.	Total	Amount	Project	Exp. Type
Beg Bal	5,193.73		5,193.73			
Jan-16		0.19	0.19	5,000.00	Sunnycrest Portables	Site improvements
Feb-16		1.84	1.84			
Mar-16		0.11	0.11			
Apr-16	5,172.79	0.12	5,172.91			
May-16		0.57	0.57			
Jun-16		3.28	3.28	5,361.97	Sunnycrest Portables	Portables
Jul-16		2.29	2.29			
Aug-16		0.01	0.01			
Sep-16						
Oct-16	2,900.70	0.08	2,900.70			
Nov-16		2.05	2.05	2,915.79	Sunnycrest Portables	Equipment
Dec-16						
Totals	13,267.22	10.54	13,277.76	13,277.76		
Ending Balance **			0.00			

****Ending Balance includes Impact fees collected in 2016.**

Impact fees collected previous to 2016 have been spent on various capital fund construction projects.

Per legal counsel: impact fees may be used throughout the "system" of the District to fund capacity projects included in the District's Capital Facilities Plan as needed to serve new growth. So, if you collect fees in one area of the District, you have the flexibility to spend the fees on capacity projects in your CFP even if those projects are not in the city/area where the fee was collected. The concept is that you are creating capacity throughout the system to serve new growth. The underlying authority from the Growth Management Act is that impact fees may be assessed and used for "system improvements" that will "reasonably benefit" new development. See RCW 82.02.050(3). Impact fees are calculated and imposed using a reasonable service area. RCW 82.02.060(7). School districts use the entire district as the service area. The GMA further provides that impact fees may only be collected and spent on capacity projects included in a capital facilities element of an comprehensive plan. RCW 82.02.050(4); RCW 82.02.070(2).



March 13, 2017

Mr. Aaron BeMiller
City of Kent
Director of Financial Services
400 W. Gowe St.
Kent, WA 98032

Re: Annual Report of Impact Fee Expenditures – 2016

Dear Mr. BeMiller:

In compliance with section I, item D of our interlocal agreement, enclosed is the 2016 Annual Report of City of Kent Impact Fee Expenditures for the Kent School District. There were multiple expenditures from City of Kent impact fees during the 2016 calendar year. Expenditures were for additional portable classrooms at Springbrook, Scenic Hill, Martin Sortun and Meridian elementary schools.

Future reports will continue to be sent on, or prior to, April 1 each year, or upon request. If you have any questions, please call me at 253-373-7295.

Sincerely,

Ralph M. Fortunato, CSBS
Executive Director of Fiscal Services

cc: Lisa Verner, King County Dept. of Permitting and Environmental Review
Crina Ghimpu, King County Dept. of Permitting and Environmental Review
Bobbi Tennis, King County Dept. of Executive Services
Charlene Anderson, Planning Manager, City of Kent
Ben Wolters, Director, Economic and Community Development, City of Kent
Denise Stiffarm, Pacifica Law Group
Gwenn Escher-Derdowski, Community Planning Administrator

Enclosure

impctexp.doc

Fiscal Services

12033 SE 256th Street
Suite A-600
Kent, Washington
98030-6503
Ph: 253-373-7295
Fax: 253-373-7018

KENT SCHOOL DISTRICT - CITY OF KENT - IMPACT FEE REPORT

REVENUES
 Period: 1/01/16 - 12/31/16
 Fees Collected: \$ 989,113.76
 Interest from City: 403.33
 Interest on Account: 22,737.76
 Total Revenue: \$ 1,012,254.85

EXPENDITURES		\$	323,159.21	Voucher No.	Vendor	Type of Expenditure	Project	\$ Amount
Voucher Date								
1/28/2016	203395				Aries Bldg Sys LLC	Springbrook Portable	Springbrook Portable	4,250.55
1/28/2016	203396				Aries Bldg Sys LLC	Springbrook Portable	Springbrook Portable	4,250.55
								8,501.10
7/14/2016	203506				The Chariot Group Inc	Scenic Hill Portable	Scenic Hill Portable	3,809.20
7/14/2016	203506				The Chariot Group Inc	Scenic Hill Portable	Scenic Hill Portable	104.17
7/14/2016	203506				The Chariot Group Inc	Scenic Hill Portable	Scenic Hill Portable	144.60
7/14/2016	203506				The Chariot Group Inc	Scenic Hill Portable	Scenic Hill Portable	385.51
9/16/2016	203580				Micro Computer Systems Inc	Scenic Hill Portable	Scenic Hill Portable	382.15
9/16/2016	203580				Micro Computer Systems Inc	Scenic Hill Portable	Scenic Hill Portable	49.28
9/16/2016	203583				Sequoyah Network Svcs LLC	Scenic Hill Portable	Scenic Hill Portable	906.90
9/29/2016	203591				Virco Inc	Scenic Hill Portable	Scenic Hill Portable	4,234.17
10/6/2016	203594				Graybar Electric Inc	Scenic Hill Portable	Scenic Hill Portable	18.34
10/13/2016	203604				Powercom Inc	Scenic Hill Portable	Scenic Hill Portable	3,412.27
10/20/2016	203608				Charles H Beresford Co Inc	Scenic Hill Portable	Scenic Hill Portable	543.83
10/20/2016	203611				Nick's Special Woodcraft Inc	Scenic Hill Portable	Scenic Hill Portable	2,074.80
10/20/2016	203611				Nick's Special Woodcraft Inc	Scenic Hill Portable	Scenic Hill Portable	207.48
10/27/2016	203614				Aries Bldg Sys LLC	Scenic Hill Portable	Scenic Hill Portable	92,428.37
10/27/2016	203617				Cleanline Comm LLC	Scenic Hill Portable	Scenic Hill Portable	371.88
11/3/2016	203624				Powercom Inc	Scenic Hill Portable	Scenic Hill Portable	1,137.42
11/17/2016	203635				CDW Government Inc	Scenic Hill Portable	Scenic Hill Portable	295.65
11/23/2016	203641				Charles H Beresford Co Inc	Scenic Hill Portable	Scenic Hill Portable	1,438.40
11/23/2016	203641				Charles H Beresford Co Inc	Scenic Hill Portable	Scenic Hill Portable	457.00
11/23/2016	203642				Cleanline Comm LLC	Scenic Hill Portable	Scenic Hill Portable	312.50
11/23/2016	203643				Nick's Special Woodcraft Inc	Scenic Hill Portable	Scenic Hill Portable	109.20
11/23/2016	203644				Sequoyah Electric LLC	Scenic Hill Portable	Scenic Hill Portable	2,706.58
12/1/2016	203648				Electrocom Inc	Scenic Hill Portable	Scenic Hill Portable	970.20
12/1/2016	203648				Electrocom Inc	Scenic Hill Portable	Scenic Hill Portable	204.82
12/1/2016	203648				Electrocom Inc	Scenic Hill Portable	Scenic Hill Portable	1,078.00
12/1/2016	203650				Sequoyah Electric LLC	Scenic Hill Portable	Scenic Hill Portable	762.11
12/1/2016	203650				Sequoyah Electric LLC	Scenic Hill Portable	Scenic Hill Portable	2,274.44
12/15/2016	203662				Powercom Inc	Scenic Hill Portable	Scenic Hill Portable	2,867.45
12/15/2016	203662				Powercom Inc	Scenic Hill Portable	Scenic Hill Portable	955.85
								124,642.57
1/28/2016	203393				Aries Bldg Sys LLC	Martin Sortun Portable	Martin Sortun Portable	4,250.55
10/8/2105	203335				Electrocom Inc	Martin Sortun Portable	Martin Sortun Portable	1,209.34
9/8/2016	203574				Nick's Special Woodcraft Inc	Martin Sortun Portable	Martin Sortun Portable	465.98
9/16/2016	203578				Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	7,354.92
9/16/2016	203580				Micro Computer Systems Inc	Martin Sortun Portable	Martin Sortun Portable	1,146.47

EXPENDITURES \$ 323,159.21

Voucher Date	Voucher No.	Vendor	Type of Expenditure	Project	\$ Amount
9/16/2016	203580	Micro Computer Systems Inc	Martin Sortun Portable	Martin Sortun Portable	147.82
9/16/2016	203583	Sequoyah Network Svcs LLC	Martin Sortun Portable	Martin Sortun Portable	2,819.82
9/29/2016	203588	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	6,747.63
9/29/2016	203588	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	743.75
10/6/2016	203594	Graybar Electric Inc	Martin Sortun Portable	Martin Sortun Portable	55.03
10/13/2016	203594	Aries Bldg Sys LLC	Martin Sortun Portable	Martin Sortun Portable	111,788.30
10/13/2016	203597	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	3,373.82
10/13/2016	203597	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	3,677.45
10/13/2016	203603	Nick's Special Woodcraft Inc	Martin Sortun Portable	Martin Sortun Portable	2,074.80
10/13/2016	203603	Nick's Special Woodcraft Inc	Martin Sortun Portable	Martin Sortun Portable	207.48
10/20/2016	203608	Charles H Beresford Co Inc	Martin Sortun Portable	Martin Sortun Portable	543.83
10/27/2016	203617	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	625.00
10/27/2016	203618	Virco Inc	Martin Sortun Portable	Martin Sortun Portable	11,633.27
11/3/2016	203623	Electrocom Inc	Martin Sortun Portable	Martin Sortun Portable	2,011.50
11/3/2016	203623	Electrocom Inc	Martin Sortun Portable	Martin Sortun Portable	424.65
11/10/2016	203629	Charles H Beresford Co Inc	Martin Sortun Portable	Martin Sortun Portable	4,315.20
11/10/2016	203629	Charles H Beresford Co Inc	Martin Sortun Portable	Martin Sortun Portable	914.00
11/10/2016	203629	Charles H Beresford Co Inc	Martin Sortun Portable	Martin Sortun Portable	457.00
11/10/2016	203631	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	1,012.14
11/10/2016	203633	Sequoyah Network Svcs LLC	Martin Sortun Portable	Martin Sortun Portable	5,153.79
11/17/2016	203635	CDW Government Inc	Martin Sortun Portable	Martin Sortun Portable	886.95
11/17/2016	203636	Cleanline Comm LLC	Martin Sortun Portable	Martin Sortun Portable	684.38
11/23/2016	203643	Nick's Special Woodcraft Inc	Martin Sortun Portable	Martin Sortun Portable	354.45
11/23/2016	203644	Sequoyah Electric LLC	Martin Sortun Portable	Martin Sortun Portable	2,369.60
11/23/2016	203644	Sequoyah Electric LLC	Martin Sortun Portable	Martin Sortun Portable	4,330.92
12/11/2016	203648	Electrocom Inc	Martin Sortun Portable	Martin Sortun Portable	2,235.00
					184,014.84
1/28/2016	203392	Aries Bldg Sys LLC	Meridian Portable	Meridian Portable	4,226.80
2/18/2016	203416	Electrocom Inc	Meridian Portable	Meridian Portable	1,773.90
					6,000.70

Total \$ 323,159.21

Certified By:  Date: 3-15-2017

Ralph M. Fortunato, Executive Director of Fiscal Services

REVISED CODE OF WASHINGTON

RCW 36.70A.020

Planning goals.

The following goals are adopted to guide the development and adoption of comprehensive plans and development regulations of those counties and cities that are required or choose to plan under RCW [36.70A.040](#). The following goals are not listed in order of priority and shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations:

(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

(4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

(6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

(7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

(8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.

(9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

(10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

(12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

(13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

[[2002 c 154 § 1](#); [1990 1st ex.s. c 17 § 2](#).]

RCW 36.70A.070

Comprehensive plans—Mandatory elements.

*** CHANGE IN 2017 *** (SEE [5517.SL](#)) ***

*** CHANGE IN 2017 *** (SEE [5790-S.SL](#)) ***

The comprehensive plan of a county or city that is required or chooses to plan under RCW [36.70A.040](#) shall consist of a map or maps, and descriptive text covering objectives, principles, and standards used to develop the comprehensive plan. The plan shall be an internally consistent document and all elements shall be consistent with the future land use map. A comprehensive plan shall be adopted and amended with public participation as provided in RCW [36.70A.140](#). Each comprehensive plan shall include a plan, scheme, or design for each of the following:

(1) A land use element designating the proposed general distribution and general location and extent of the uses of land, where appropriate, for agriculture, timber production, housing, commerce, industry, recreation, open spaces, general aviation airports, public utilities, public facilities, and other land uses. The land use element shall include population densities, building intensities, and estimates of future population growth. The land use element shall provide for protection of the quality and quantity of groundwater used for public water supplies. Wherever possible, the land use element should consider utilizing urban planning approaches that promote physical activity. Where applicable, the land use element shall review drainage, flooding, and stormwater runoff in the area and nearby jurisdictions and provide guidance for corrective actions to mitigate or cleanse those discharges that pollute waters of the state, including Puget Sound or waters entering Puget Sound.

(2) A housing element ensuring the vitality and character of established residential neighborhoods that: (a) Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth; (b) includes a statement of goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing, including single-family residences; (c) identifies sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and (d) makes adequate provisions for existing and projected needs of all economic segments of the community.

(3) A capital facilities plan element consisting of: (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element.

(4) A utilities element consisting of the general location, proposed location, and capacity of all existing and proposed utilities, including, but not limited to, electrical lines, telecommunication lines, and natural gas lines.

(5) Rural element. Counties shall include a rural element including lands that are not designated for urban growth, agriculture, forest, or mineral resources. The following provisions shall apply to the rural element:

(a) Growth management act goals and local circumstances. Because circumstances vary from county to county, in establishing patterns of rural densities and uses, a county may consider local circumstances, but shall develop a written record explaining how the rural element harmonizes the planning goals in RCW 36.70A.020 and meets the requirements of this chapter.

(b) Rural development. The rural element shall permit rural development, forestry, and agriculture in rural areas. The rural element shall provide for a variety of rural densities, uses, essential public facilities, and rural governmental services needed to serve the permitted densities and uses. To achieve a variety of rural densities and uses, counties may provide for clustering, density transfer, design guidelines, conservation easements, and other innovative techniques that will accommodate appropriate rural economic advancement, densities, and uses that are not characterized by urban growth and that are consistent with rural character.

(c) Measures governing rural development. The rural element shall include measures that apply to rural development and protect the rural character of the area, as established by the county, by:

- (i) Containing or otherwise controlling rural development;
- (ii) Assuring visual compatibility of rural development with the surrounding rural area;
- (iii) Reducing the inappropriate conversion of undeveloped land into sprawling, low-density development in the rural area;
- (iv) Protecting critical areas, as provided in RCW 36.70A.060, and surface water and groundwater resources; and
- (v) Protecting against conflicts with the use of agricultural, forest, and mineral resource lands designated under RCW 36.70A.170.

(d) Limited areas of more intensive rural development. Subject to the requirements of this subsection and except as otherwise specifically provided in this subsection (5)(d), the rural element may allow for limited areas of more intensive rural development, including necessary public facilities and public services to serve the limited area as follows:

(i) Rural development consisting of the infill, development, or redevelopment of existing commercial, industrial, residential, or mixed-use areas, whether characterized as shoreline development, villages, hamlets, rural activity centers, or crossroads developments.

(A) A commercial, industrial, residential, shoreline, or mixed-use area are subject to the requirements of (d)(iv) of this subsection, but are not subject to the requirements of (c)(ii) and (iii) of this subsection.

(B) Any development or redevelopment other than an industrial area or an industrial use within a mixed-use area or an industrial area under this subsection (5)(d)(i) must be principally designed to serve the existing and projected rural population.

(C) Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas. Development and redevelopment may include changes in use from vacant land or a previously existing use so long as the new use conforms to the requirements of this subsection (5);

(ii) The intensification of development on lots containing, or new development of, small-scale recreational or tourist uses, including commercial facilities to serve those recreational or tourist uses, that rely on a rural location and setting, but that do not include new residential development. A small-scale recreation or tourist use is not required to be principally designed to serve the existing and projected rural population. Public services and public facilities shall be limited to those necessary to serve the recreation or tourist use and shall be provided in a manner that does not permit low-density sprawl;

(iii) The intensification of development on lots containing isolated nonresidential uses or new development of isolated cottage industries and isolated small-scale businesses that are not principally designed to serve the existing and projected rural population and nonresidential uses, but do provide job opportunities for rural residents. Rural counties may allow the

expansion of small-scale businesses as long as those small-scale businesses conform with the rural character of the area as defined by the local government according to RCW 36.70A.030(15). Rural counties may also allow new small-scale businesses to utilize a site previously occupied by an existing business as long as the new small-scale business conforms to the rural character of the area as defined by the local government according to RCW 36.70A.030(15). Public services and public facilities shall be limited to those necessary to serve the isolated nonresidential use and shall be provided in a manner that does not permit low-density sprawl;

(iv) A county shall adopt measures to minimize and contain the existing areas or uses of more intensive rural development, as appropriate, authorized under this subsection. Lands included in such existing areas or uses shall not extend beyond the logical outer boundary of the existing area or use, thereby allowing a new pattern of low-density sprawl. Existing areas are those that are clearly identifiable and contained and where there is a logical boundary delineated predominately by the built environment, but that may also include undeveloped lands if limited as provided in this subsection. The county shall establish the logical outer boundary of an area of more intensive rural development. In establishing the logical outer boundary, the county shall address (A) the need to preserve the character of existing natural neighborhoods and communities, (B) physical boundaries, such as bodies of water, streets and highways, and land forms and contours, (C) the prevention of abnormally irregular boundaries, and (D) the ability to provide public facilities and public services in a manner that does not permit low-density sprawl;

(v) For purposes of (d) of this subsection, an existing area or existing use is one that was in existence:

(A) On July 1, 1990, in a county that was initially required to plan under all of the provisions of this chapter;

(B) On the date the county adopted a resolution under RCW 36.70A.040(2), in a county that is planning under all of the provisions of this chapter under RCW 36.70A.040(2); or

(C) On the date the office of financial management certifies the county's population as provided in RCW 36.70A.040(5), in a county that is planning under all of the provisions of this chapter pursuant to RCW 36.70A.040(5).

(e) Exception. This subsection shall not be interpreted to permit in the rural area a major industrial development or a master planned resort unless otherwise specifically permitted under RCW 36.70A.360 and 36.70A.365.

(6) A transportation element that implements, and is consistent with, the land use element.

(a) The transportation element shall include the following subelements:

(i) Land use assumptions used in estimating travel;

(ii) Estimated traffic impacts to state-owned transportation facilities resulting from land use assumptions to assist the department of transportation in monitoring the performance of state facilities, to plan improvements for the facilities, and to assess the impact of land-use decisions on state-owned transportation facilities;

(iii) Facilities and services needs, including:

(A) An inventory of air, water, and ground transportation facilities and services, including transit alignments and general aviation airport facilities, to define existing capital facilities and travel levels as a basis for future planning. This inventory must include state-owned transportation facilities within the city or county's jurisdictional boundaries;

(B) Level of service standards for all locally owned arterials and transit routes to serve as a gauge to judge performance of the system. These standards should be regionally coordinated;

(C) For state-owned transportation facilities, level of service standards for highways, as prescribed in chapters 47.06 and 47.80 RCW, to gauge the performance of the system. The purposes of reflecting level of service standards for state highways in the local comprehensive plan are to monitor the performance of the system, to evaluate improvement strategies, and to

facilitate coordination between the county's or city's six-year street, road, or transit program and the office of financial management's ten-year investment program. The concurrency requirements of (b) of this subsection do not apply to transportation facilities and services of statewide significance except for counties consisting of islands whose only connection to the mainland are state highways or ferry routes. In these island counties, state highways and ferry route capacity must be a factor in meeting the concurrency requirements in (b) of this subsection;

(D) Specific actions and requirements for bringing into compliance locally owned transportation facilities or services that are below an established level of service standard;

(E) Forecasts of traffic for at least ten years based on the adopted land use plan to provide information on the location, timing, and capacity needs of future growth;

(F) Identification of state and local system needs to meet current and future demands. Identified needs on state-owned transportation facilities must be consistent with the statewide multimodal transportation plan required under chapter **47.06**RCW;

(iv) Finance, including:

(A) An analysis of funding capability to judge needs against probable funding resources;

(B) A multiyear financing plan based on the needs identified in the comprehensive plan, the appropriate parts of which shall serve as the basis for the six-year street, road, or transit program required by RCW **35.77.010** for cities, RCW **36.81.121** for counties, and RCW **35.58.2795** for public transportation systems. The multiyear financing plan should be coordinated with the ten-year investment program developed by the office of financial management as required by RCW **47.05.030**;

(C) If probable funding falls short of meeting identified needs, a discussion of how additional funding will be raised, or how land use assumptions will be reassessed to ensure that level of service standards will be met;

(v) Intergovernmental coordination efforts, including an assessment of the impacts of the transportation plan and land use assumptions on the transportation systems of adjacent jurisdictions;

(vi) Demand-management strategies;

(vii) Pedestrian and bicycle component to include collaborative efforts to identify and designate planned improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles.

(b) After adoption of the comprehensive plan by jurisdictions required to plan or who choose to plan under RCW**36.70A.040**, local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride-sharing programs, demand management, and other transportation systems management strategies. For the purposes of this subsection (6), "concurrent with the development" means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years. If the collection of impact fees is delayed under RCW **82.02.050**(3), the six-year period required by this subsection (6)(b) must begin after full payment of all impact fees is due to the county or city.

(c) The transportation element described in this subsection (6), the six-year plans required by RCW **35.77.010** for cities, RCW**36.81.121** for counties, and RCW **35.58.2795** for public transportation systems, and the ten-year investment program required by RCW **47.05.030** for the state, must be consistent.

(7) An economic development element establishing local goals, policies, objectives, and provisions for economic growth and vitality and a high quality of life. The element may include

the provisions in *section 3 of this act. A city that has chosen to be a residential community is exempt from the economic development element requirement of this subsection.

(8) A park and recreation element that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities. The element shall include: (a) Estimates of park and recreation demand for at least a ten-year period; (b) an evaluation of facilities and service needs; and (c) an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.

(9) It is the intent that new or amended elements required after January 1, 2002, be adopted concurrent with the scheduled update provided in RCW **36.70A.130**. Requirements to incorporate any such new or amended elements shall be null and void until funds sufficient to cover applicable local government costs are appropriated and distributed by the state at least two years before local government must update comprehensive plans as required in RCW **36.70A.130**.

[**2017 c 331 § 2**; **2015 c 241 § 2**; **2010 1st sp.s. c 26 § 6**; **2005 c 360 § 2**; (2005 c 477 § 1 expired August 31, 2005); **2004 c 196 § 1**; **2003 c 152 § 1**. Prior: **2002 c 212 § 2**; **2002 c 154 § 2**; **1998 c 171 § 2**; **1997 c 429 § 7**; **1996 c 239 § 1**; prior: **1995 c 400 § 3**; **1995 c 377 § 1**; **1990 1st ex.s. c 17 § 7**.]

NOTES:

***Reviser's note:** Section 3 of this act was vetoed by the governor.

Short title—2017 c 331: "This act may be known and cited as the economic revitalization act." [**2017 c 331 § 1**.]

Effective date—2015 c 241: See note following RCW **44.28.812**.

Expiration date—2005 c 477 § 1: "Section 1 of this act expires August 31, 2005." [**2005 c 477 § 3**.]

Effective date—2005 c 477: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [May 13, 2005]." [**2005 c 477 § 2**.]

Findings—Intent—2005 c 360: "The legislature finds that regular physical activity is essential to maintaining good health and reducing the rates of chronic disease. The legislature further finds that providing opportunities for walking, biking, horseback riding, and other regular forms of exercise is best accomplished through collaboration between the private sector and local, state, and institutional policymakers. This collaboration can build communities where people find it easy and safe to be physically active. It is the intent of the legislature to promote policy and planning efforts that increase access to inexpensive or free opportunities for regular exercise in all communities around the state." [**2005 c 360 § 1**.]

Prospective application—1997 c 429 §§ 1-21: See note following RCW **36.70A.3201**.

Severability—1997 c 429: See note following RCW **36.70A.3201**.

Construction—Application—1995 c 400: "A comprehensive plan adopted or amended before May 16, 1995, shall be considered to be in compliance with RCW **36.70A.070** or **36.70A.110**, as in effect before their amendment by this act, if the comprehensive plan is in compliance with RCW **36.70A.070** and **36.70A.110** as amended by this act. This section shall not be construed to alter the relationship between a countywide planning policy and comprehensive plans as specified under RCW **36.70A.210**.

As to any appeal relating to compliance with RCW **36.70A.070** or **36.70A.110** pending before a growth management hearings board on May 16, 1995, the board may take up to an additional ninety days to resolve such appeal. By mutual agreement of all parties to the appeal, this additional ninety-day period may be extended." [**1995 c 400 § 4**.]

Effective date—1995 c 400: See note following RCW **36.70A.040**.

RCW 82.02.050

Impact fees—Intent—Limitations.

(1) It is the intent of the legislature:

(a) To ensure that adequate facilities are available to serve new growth and development;

(b) To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and

(c) To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

(2) Counties, cities, and towns that are required or choose to plan under RCW 36.70A.040 are authorized to impose impact fees on development activity as part of the financing for public facilities, provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

(3)(a)(i) Counties, cities, and towns collecting impact fees must, by September 1, 2016, adopt and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction. The deferral system must include a process by which an applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment. The deferral system offered by a county, city, or town under this subsection (3) must include one or more of the following options:

(A) Deferring collection of the impact fee payment until final inspection;

(B) Deferring collection of the impact fee payment until certificate of occupancy or equivalent certification; or

(C) Deferring collection of the impact fee payment until the time of closing of the first sale of the property occurring after the issuance of the applicable building permit.

(ii) Counties, cities, and towns utilizing the deferral process required by this subsection (3)(a) may withhold certification of final inspection, certificate of occupancy, or equivalent certification until the impact fees have been paid in full.

(iii) The amount of impact fees that may be deferred under this subsection (3) must be determined by the fees in effect at the time the applicant applies for a deferral.

(iv) Unless an agreement to the contrary is reached between the buyer and seller, the payment of impact fees due at closing of a sale must be made from the seller's proceeds. In the absence of an agreement to the contrary, the seller bears strict liability for the payment of the impact fees.

(b) The term of an impact fee deferral under this subsection (3) may not exceed eighteen months from the date of building permit issuance.

(c) Except as may otherwise be authorized in accordance with (f) of this subsection (3), an applicant seeking a deferral under this subsection (3) must grant and record a deferred impact fee lien against the property in favor of the county, city, or town in the amount of the deferred impact fee. The deferred impact fee lien, which must include the legal description, tax account number, and address of the property, must also be:

(i) In a form approved by the county, city, or town;

(ii) Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in the county where the property is located;

(iii) Binding on all successors in title after the recordation; and

(iv) Junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

(d)(i) If impact fees are not paid in accordance with a deferral authorized by this subsection (3), and in accordance with the term provisions established in (b) of this subsection (3), the

county, city, or town may institute foreclosure proceedings in accordance with chapter **61.12** RCW.

(ii) If the county, city, or town does not institute foreclosure proceedings for unpaid school impact fees within forty-five days after receiving notice from a school district requesting that it do so, the district may institute foreclosure proceedings with respect to the unpaid impact fees.

(e)(i) Upon receipt of final payment of all deferred impact fees for a property, the county, city, or town must execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at his or her expense, is responsible for recording the lien release.

(ii) The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection, certificate of occupancy, or equivalent certification, or at the time of closing of the first sale.

(f) A county, city, or town with an impact fee deferral process on or before April 1, 2015, is exempt from the requirements of this subsection (3) if the deferral process delays all impact fees and remains in effect after September 1, 2016.

(g)(i) Each applicant for a single-family residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this subsection (3) for the first twenty single-family residential construction building permits per county, city, or town. A county, city, or town, however, may elect, by ordinance, to defer more than twenty single-family residential construction building permits for an applicant. If the county, city, or town collects impact fees on behalf of one or more school districts for which the collection of impact fees could be delayed, the county, city, or town must consult with the district or districts about the additional deferrals. A county, city, or town considering additional deferrals must give substantial weight to recommendations of each applicable school district regarding the number of additional deferrals. If the county, city, or town disagrees with the recommendations of one or more school districts, the county, city, or town must provide the district or districts with a written rationale for its decision.

(ii) For purposes of this subsection (3)(g), an "applicant" includes an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.

(h) Counties, cities, and towns may collect reasonable administrative fees to implement this subsection (3) from permit applicants who are seeking to delay the payment of impact fees under this subsection (3).

(i) In accordance with RCW **44.28.812** and **43.31.980**, counties, cities, and towns must cooperate with and provide requested data, materials, and assistance to the department of commerce and the joint legislative audit and review committee.

(4) The impact fees:

(a) Shall only be imposed for system improvements that are reasonably related to the new development;

(b) Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and

(c) Shall be used for system improvements that will reasonably benefit the new development.

(5)(a) Impact fees may be collected and spent only for the public facilities defined in RCW **82.02.090** which are addressed by a capital facilities plan element of a comprehensive land use plan adopted pursuant to the provisions of RCW **36.70A.070** or the provisions for comprehensive plan adoption contained in chapter **36.70**, **35.63**, or **35A.63** RCW. After the date a county, city, or town is required to adopt its development regulations under chapter **36.70A** RCW, continued authorization to collect and expend impact fees is contingent on the county, city, or town adopting or revising a comprehensive plan in compliance with RCW **36.70A.070**, and on the capital facilities plan identifying:

(i) Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;

(ii) Additional demands placed on existing public facilities by new development; and

(iii) Additional public facility improvements required to serve new development.

(b) If the capital facilities plan of the county, city, or town is complete other than for the inclusion of those elements which are the responsibility of a special district, the county, city, or town may impose impact fees to address those public facility needs for which the county, city, or town is responsible.

[2015 c 241 § 1; 1994 c 257 § 24; 1993 sp.s. c 6 § 6; 1990 1st ex.s. c 17 § 43.]

NOTES:

Effective date—2015 c 241: See note following RCW 44.28.812.

Severability—1994 c 257: See note following RCW 36.70A.270.

Effective date—1993 sp.s. c 6: See note following RCW 36.70A.040.

Severability—Part, section headings not law—1990 1st ex.s. c 17: See

RCW 36.70A.900 and 36.70A.901.

SEPA: RCW 43.21C.065.

KENT CITY CODE

12.13.060 Submission of district capital facilities plan and data.

A. On an annual basis, the district shall submit the following materials to the city council:

1. The district's capital facilities plan (as defined in KCC [12.13.010](#) herein) and adopted by the school board;
2. The district's enrollment projections over the next six (6) years, its current enrollment and the district's enrollment projections and actual enrollment from the previous year;
3. The district's standard of service;
4. The district's overall capacity over the next six (6) years, which shall take into account the available capacity from school facilities planned by the district but not yet built and be a function of the district's standard of service as measured by the number of students which can be housed in district facilities;
5. An inventory of the district's existing facilities.

B. To the extent that the district's standard of service identifies a deficiency in its existing facilities, the district's capital facilities plan must identify the sources of funding other than impact fees, for building or acquiring the necessary facilities to serve the existing student population in order to eliminate the deficiencies within a reasonable period of time.

C. Facilities to meet future demand shall be designed to meet the adopted standard of service. If sufficient funding is not projected to be available to fully fund a capital facilities plan which meets the adopted standard of service, the district's capital facilities plan should document the reason for the funding gap, and identify all sources of funding that the district plans to use to meet the adopted standard of service.

D. The district shall also submit an annual report to the city council showing the capital improvements which were serviced in whole or in part by the impact fees.

E. In its development of the financing plan component of the capital facilities plan, the district shall plan on a six (6) year horizon and shall demonstrate its best efforts by taking the following steps:

1. Establish a six (6) year financing plan, and propose the necessary bond issues and levies required by and consistent with that plan and as-approved

by the school board consistent with RCW [28A.53.020](#), [84.52.052](#) and [84.52.056](#) as amended; and

2. Apply to the state for funding, and comply with the state requirements for eligibility to the best of the district's ability.

(Ord. No. 3260, § 1, 12-19-95)

12.13.070 Annual council review. 

On at least an annual basis, the city council shall review the information submitted by the district pursuant to KCC [12.13.060](#)(A) herein. The review shall occur in conjunction with any update of the capital facilities plan element of the city's comprehensive plan.

(Ord. No. 3260, § 1, 12-19-95)

12.13.080 Impact fee program elements. 

A. Impact fees will be assessed on every new dwelling unit in the district for which a fee schedule has been established.

B. Impact fees will be imposed on a district by district basis, on behalf of any school district which provides to the city a capital facilities plan, the district's standards of service for the various grade spans, estimates of the cost of providing needed facilities and other capital improvements, and the data from the district called for by the formula in KCC [12.13.140](#). Any impact fee imposed shall be reasonably related to the impact caused by the development, and shall not exceed a proportionate share of the cost of system improvements that are reasonably related to the development. The impact fee formula shall account in the fee calculation for future revenue the district will receive from the development. The ordinance adopting the fee schedule shall specify under what circumstances the fee may be adjusted in the interests of fairness.

C. The impact fee shall be based on the capital facilities plan developed by the district and approved by the school board, and adopted by reference by the city as part of the capital facilities element of the comprehensive plan for the purpose of establishing the fee program.

(Ord. No. 3260, § 1, 12-19-95)

12.13.090 Fee calculations.

- A. The fee shall be calculated based on the formula set out in KCC [12.13.140](#).
- B. Separate fees shall be calculated for single-family and multifamily types of dwelling units, and separate student generation rates must be determined by the district for each type of dwelling unit. For the purpose of this chapter, mobile homes shall be treated as single-family dwellings and duplexes shall be treated as multifamily dwellings.
- C. The fee shall be calculated on a district-wide basis using the appropriate factors and data to be supplied by the district, as indicated in KCC [12.13.140](#). The fee calculations shall also be made on a district-wide basis to assure maximum utilization of all school facilities in the district used currently or within the last two (2) years for instructional purposes.
- D. The formula in KCC [12.13.140](#) provides a credit for the anticipated tax contributions that would be made by the developments based on historical levels of voter support for bond issues in the district.
- E. The formula also provides for a credit for school facilities or sites actually provided by a developer which the district finds acceptable.
- F. The city may also impose an application fee to cover the reasonable costs of administration of the impact fee program.

(Ord. No. 3260, § 1, 12-19-95)

12.13.140 Formula for determining school impact fees.

A. School impact fees shall be determined as follows:

IF:

A = Student factor for dwelling unit type and grade span x site cost per student for sites for facilities in that grade span = Full cost fee for site acquisition cost

B = Student factor for dwelling unit type and grade span x school construction cost per student for facilities in that grade span x ratio of district's square footage of permanent facilities to total square footage of facilities = Full cost fee for school construction

C = Student factor for dwelling unit type and grade span x relocatable facilities cost per student for facilities in that grade span x ratio of district's square footage of

relocatable facilities to total square footage of facilities = Full cost fee for relocatable facilities

D = Student factor for dwelling unit type and grade span "Boeckh Index" x SPI square ft per student factor x state match % = State match credit, and

A1, B1, C1, D1 = A, B, C, D for elementary grade spans

A2, B2, C2, D2 = A, B, C, D, for middle/junior high grade spans

A3, B3, C3, D3 = A, B, C, D for high school grade spans

TC = Tax payment credit = The net present value of the average assessed value in the district for unit type x current school district capital property tax levy rate, using a ten (10) year discount period and current interest rate (based on the bond buyer twenty (20) bond general obligation bond index)

FC = Facilities credit = the per-dwelling-unit value of any site or facilities provided directly by the development

Then the unfunded need = UN = A1 + . . . + C3 (D1-D2-D3) – TC

And the developer fee obligation = F = U/N²

And the net fee obligation = NF = F – FC

B. Notes to formula.

1. Student factors are to be provided by the district based on district records of average actual student generation rates for new developments constructed over a period of not more than five (5) years prior to the date of the fee calculation; if such information is not available in the district, data from adjacent districts, districts with similar demographics, or countywide averages must be used. Student factors must be separately determined for single-family and multifamily dwelling units, and for grade spans.
2. The "Boeckh index" is a construction trade index of construction costs for various kinds of buildings; it is adjusted annually.
3. The district is to provide its own site and facilities standards and projected costs to be used in the formula, consistent with the requirements of this chapter.
4. The formula can be applied by using the following table:

Table for Calculating School Impact Fee Obligations for Residential Dwelling Units
 (to be separately calculated for single-family and multifamily units)

- A1= Elementary school site cost per student x the student factor =
- A2= Middle/junior high site cost per student x the student factor =
- A3= High school site cost per student x the student factor =
- A= A1 + A2 + A3 =
- B1= Elementary school construction cost per student x the student factor =
- B2= Middle/junior high construction cost per student x the student factor =
- B3= High school construction cost per student x the student factor =
- B= (B1 + B2 + B3) x square footage of permanent facilities
 total square footage of facilities =
- C1= Elementary school relocatable facility cost per student x the student factor =
- C2= Middle/junior high relocatable facility cost per student x the student factor =
- C3= High school relocatable facility cost per student x the student factor =
- C= (C1 + C2 + C3) x square footage of permanent facilities
 total square footage of facilities =
- D1= Boeckh index x SPI square footage per student for elementary school x
 state match % x student factor =
- D2= Boeckh index x SPI square footage per student for middle/junior high
 school x state match % x student factor =
- D3= Boeckh index x SPI square footage per student for high school x state
 match % x student factor =
- D= D1 + D2 + D3 =

Table for Calculating School Impact Fee Obligations for Residential Dwelling Units
(to be separately calculated for single-family and multifamily units)

TC= $((1+i)^{10}) - 1$ x average assessed value for the dwelling unit type in the school district

$$i(1 + i)^{10}$$

x current school district capital property tax levy rate where i+ the current interest rate as stated in the bond buy twenty (20) bond general obligation bond index

FC= Value of site of facilities provided directly by the development
number of dwelling units in development

Total unfunded need = A + B + C - D =

A

+B

+C

-D Subtotal

-TC

Total unfunded need UN = divided by 2 = Developer fee obligation

Less FC (if applicable)

Net fee obligation

(Ord. No. 3260, § 1, 12-19-95)

This page intentionally left blank.

CONSENT CALENDAR

7. **City Council Action:**

Councilmember _____ moves,
Councilmember _____ seconds
to approve Consent Calendar Items A through N.

Discussion _____

Action _____

7A. **Approval of Minutes.**

Minutes of October 3, 2017, Council Meeting and Workshop - Approve

This page intentionally left blank.

Pending Approval

Date: October 3, 2017
Time: 5 p.m.
Place: Council Chambers East/West
Attending: Bill Boyce, Council President
Tina Budell, Councilmember
Jim Berrios, Councilmember
Brenda Fincher, Councilmember
Dennis Higgins, Councilmember
Dana Ralph, Councilmember
Les Thomas, Councilmember

Council President Boyce opened the meeting at 5:06 p.m.

Agenda:

1. Financial Policies Review:

Aaron BeMiller, Finance Director, provided two financial policy updates. The current policies were adopted in 2012, and are in the budget and the proposed budget adjustment document. Finance has been updating the policies and will continue to work on updating the policies using General Financial Office best practices. The City's Investment Policy was recently updated and adopted in March of 2017.

These policies have already been presented to the Operations Committee. The committee recommended the Finance Department present these policies during a Council Workshop to provide for discussion.

Aaron BeMiller reviewed the Debt Management Policy that included: the policy objective, analysis requirements, and Capital Improvement Plan considerations. The City will not issue debt for current operations. Any interfund loans and allowable types of debt require council approval. The most substantial change is the analysis requirements prior to going into debt.

Aaron BeMiller provided a brief overview of the Fund Balance Reserves Policy that includes: the policy objective, types of fund balance, fund balance importance, and individual fund balance targets. Aaron BeMiller also reviewed the general fund reserve policies for area cities. The general fund balance target is 18%. Aaron detailed the intended uses of fund balance, other funds, and uses of excess reserves.

2. Adaptive Recreation Presentation:

Lori Hogan, Recreation and Cultural Superintendent in the Parks and Human Services Department, provided a brief overview of the Parks and Human Services Department that includes the Adaptive Recreational Program.

Pending Approval

Julie Stangle, Adaptive Recreation and Youth/Teen Program Manager, presented information regarding the Adaptive Recreation Program, that provides for recreational opportunities for individuals with disabilities.

The Program's statement of inclusion is: *"Everyone in the City of Kent community shall have the opportunity to equally participate in, benefit from, and enjoy the parks and recreation programs and facilities. Our mission is dedicated to enriching the lives of all persons participating in Kent Parks, Recreation and Community Services."*

Lora Hosford, Adaptive Recreation Coordinator, gave a brief overview of the program and highlighted some of programs that include: the Studio 315 program - the largest social program for people with disabilities in Western Washington.

The program offers a wide variety of sports and partners with the Special Olympics program.

The program's adult cheer team will be cheering for all participants in the annual bowling classic tournament.

The Health and fitness program includes teen lunch bunch, adult basic cooking, flexi fit and fun, and pole walking. There are community exploration outings, creative art space programs and theater for all. Lora invited everyone to attend "The Rescue of King Candy" performance on November 21, 2017, that will be held in the Kent Commons Mount Rainier Room.

Community Resources/Partners include the Kent School District, Multiple Sclerosis Support Group, National Alliance on Mental Illness – South King County, The Outreach Program, Special Olympics, parents and volunteers.

Parent/Volunteer Carl Kishline, provided testimonials, evaluations and partners of the program.

Lora introduced the Kent Parks cheerleaders and Coach Carrie. The cheerleaders yelled a cheer and performed a dance.

3. FEMA Remapping:

Mike Mactutis, Environmental Engineering Manager, provided an update on:

1. Green levee progress towards accreditation; and
2. Preliminary FEMA maps issued within the past 2 weeks.

Mike Mactutis advised that FEMA started the remapping process in 2005, there were issues with the Howard Hanson Dam in 2009, that funding for projects

Pending Approval

are paid through the King County Flood Control District. Currently \$58 million has been spent on studies and construction projects.

Mike provided an update on all of the following levee projects:

- Reach 4 of Briscoe-Desimone levee were completed 2016.
- The Upper Russell Levee project was completed in 2017.
- For the Milwaukee II levee, the City is entering into an interlocal agreement with the KCFD to do alternative analysis – the final levee alignments are anticipated to be complete in early 2018.
- The Hawley Road levee project will complete levee connections to SR 167 in October 2017.
- For the Signature Point/County Road #8 levee – An ILA is being prepared with the KCFCD for the preparation of an alternative analysis.
- Lower Russell Road Levee – City will continue partnership with KCFCD for construction in 2019/20. Van Dorens' Park is being relocated.
- Kent Airport Levee – Green River Left Bank – The plan is to submit the Levee Certification Report to FEMA in 2018.
- Frager Road Levee – Green River Left Bank – Submit Levee Certification Report to FEMA in 2018.

FEMA Flood Maps Update:

Mike Mactutis provided a brief background on FEMA flood maps and also provided an update on the recently released FEMA flood maps.

FEMA flood maps:

- Requires FEMA Flood Insurance
- Increases Development Regulation
- Affects Property Values
- Reduces financial risk to property owners and lenders for flood damage impacts

Mike reviewed comparisons of FEMA flood maps in Kent and the schedule up to the effective map implementation in the spring of 2019.

The meeting concluded at 6:24 p.m.

Kimberley A. Komoto
City Clerk

October 3, 2017

This page intentionally left blank.

Pending Approval

Date: October 3, 2017
Time: 7 p.m.
Place: Council Chambers East/West
Attending: Suzette Cooke, Mayor
Bill Boyce, Council President
Tina Budell, Councilmember
Jim Berrios, Councilmember
Brenda Fincher, Councilmember
Dennis Higgins, Councilmember
Dana Ralph, Councilmember
Les Thomas, Councilmember

Agenda:

1. Call to Order

The meeting was called to order at 7:02 p.m. with Mayor Cooke presiding.

2. Roll Call

Mayor Cooke – Present
Council President Boyce - Present
Tina Budell, Councilmember - Present
Jim Berrios, Councilmember - Present
Brenda Fincher, Councilmember – Present
Dennis Higgins, Councilmember - Present
Dana Ralph, Councilmember - Present
Les Thomas, Councilmember - Present

3. Changes to the Agenda

After Mayor Cooke's addition of item 4K – Introduction of Keven Liu, **Councilmember Boyce moved to approve the agendas presented, seconded by Thomas. The motion passed with a vote of 7-0.**

4. Public Communications

A. Public Recognition:

B. King County Councilmember Dunn's Annual State of the County Briefing.

King County Councilmember Reagan Dunn briefed the council on flood issues and King County's budget. The budget included support for the King County Air Support and Rescue program were included in the budget.

King County focuses on flood control that protects lives, homes, business, and property. Work is being done to develop a warning center that will provide real-time flooding information.

Pending Approval

Councilmember Dunn advised that the Citizen Advisory Committee helps identify projects with the highest priority for protecting residents. Detailed information regarding funding for levee projects were provided.

An open house is scheduled for 5 p.m. on October 25, 2017, at the Green River Community College Kent Station campus. The topic is regarding the Lower Russell Road Levee - Green River Corridor Plan to help identify most-needed levee improvements.

Councilmember Dunn provided details of funding allocated to youth resources.

Councilmember Dunn expressed his deep appreciation of Mayor Cooke and indicated she has been a great leader and strong advocate for the city. Councilmember Dunn presented the Mayor with a 1999 article in which she was featured.

Councilmembers expressed their appreciation of the work Councilmember Dunn has done for the City of Kent.

C. Proclamation for Torklift Central's Seventh Annual Kent Turkey Challenge

Kerstin Stokes from Torklift Central expressed appreciation of support of the annual challenge. Their goal is to raise \$25,000 and collect 10,000 pounds of food. The challenge runs October 12 – Nov 15, 2017. Call 253-299-0060 or email marketing@torklift.com. Visit Torkliftcentral.com/turkey for more information.

D. Proclamation for Sixth Annual Green Kent Day

Bryan Higgins, Parks/Facilities Program Planning Coordinator, provided information regarding the Sixth Annual Green Kent Day that will be held on October 28, 2017, from 9 a.m. – noon at the Puget Power Trail located at 64th Avenue South and South 226th Street. Visit KentWA.gov/GreenKent to register online.

E. Proclamation for "RELEAF" 2017 Clark Lake Park

Bryan Higgins, Parks/Facilities Program Planning Coordinator, provided information regarding "RELEAF" 2017 at Clark Lake Park. Visit KentWA.gov/GreenKent for more information.

F. Proclamation for National Retirement Security Week

Sonia Rogers accepted the proclamation for National Retirement Security Week. Sonja indicated National Retirement Security Week runs October 15 – 21. Visit ICMARC.org for more information.

G. Appointment of Youth Commissioner to the Human Services Commission

Pending Approval

Mayor Cooke advised that Mohammed Murad was not able to attend tonight's meeting.

H. Community Events

Council President Boyce announced that Erin Buck is the new Director of Marketing at the accesso ShoWare Center.

Council President Boyce detailed upcoming events and encouraged the public to attend. For details regarding upcoming Thunderbird games – visit accessoShoware.com.

Councilmember Fincher advised that the Sikh community will hold a candlelight vigil on October 4, 2017, at 7 p.m. to honor victims of the tragedy in Las Vegas. The location is 12431 SE 286th Place in Auburn.

Mayor Cooke encouraged the public to attend the Christmas Cantata at the accesso ShoWare Center on October 4th @ 7 p.m.

Councilmember Ralph advised that the 2017-2018 Spotlight Series begins on October 6, 2017, at the Kent Meridian Performing Arts Center. Visit KentWA.gov for upcoming performances.

Councilmember Ralph advised that October 7, 2017, is the Kent Has Talent performance that will be held at the Kent-Meridian Performing Arts Center. Visit KentWA.gov for more information.

Councilmember Ralph advised that on October 11, 2017, there will be a Kent Police community meeting that will begin at 7 p.m. and will be held at the Panther Lake Elementary School. The topic is Portable Observation Devices (cameras).

I. Economic and Community Development Update

Ben Wolters, Economic and Community Development Director, provided an update on Economic and Community Development in Kent.

Ben Wolters advised that for the Naden site, a request for information will go out in next few weeks, focusing on sale of southern portion of site. A draft schedule and criteria will be shared with an advisory committee that includes Councilmembers Boyce, Ralph and Berrios. Additional members include Mike Miller and Barbara Smith from the Kent Downtown Partnership; staff members include Ben Wolters, Kurt Hanson, Derek Matheson, and Hope Gibson. Ben reviewed the proposed schedule.

A property adjacent the Naden Site, owned by Brutsche, has been cleaned up and been listed on the commercial MLS for \$3.2 million.

Pending Approval

Ben Wolters advised that the former site of JC Penny in downtown has been leased to a soon-to-be-named business.

Ben Wolters advised that a pre-application request was received from WoodSpring Suites hotel looking to locate an extended-stay hotel at 405 Novak Lane.

Ben provided an update on the proposed work for the underpass lighting projects under Highway 167. Four bids received – all high. The City will reject all bids and readvertise. The James street underpass lighting should be completed the 1st half of 2018.

Ben advised that the Thunderbirds have new owners! Dan Leckelt and Lindsey Leckelt, co-CEOs of Silent-Aire, an engineering and data center equipment manufacturing company. The WHL board and City Council must approve the sale. Ben provided a timeline of events necessary to complete the sale.

Ben provided an update on the Sound Transit second parking garage to support commuter rail at the Kent Station. Sound Transit is narrowing their selection of a preferred site for further study. The preferred site is located south of James Street from Central Avenue to the Burlington Northern railroad.

Mayor Cooke introduced Kevin Liu; Kevin participated in a job shadow today with Mayor Cooke. Kevin conveyed that he is currently a senior at Kentridge High School. Over the summer, while participating in the Kent Sister City program, he decided to pursue a career in political science and is interested in international government.

J. Intergovernmental Reports

Council President Boyce serves on the Sound Cities Association Policy Board – Public Issues Committee. No report.

Councilmember Budell serves on the Sound Cities Association Domestic Violence Initiative Committee. Next meeting is November 16th. Councilmember Budell provided details regarding a recently-created referral guide for the Trans and non-gender conforming community that was sponsored by the Mental Illness and Drug Dependency Group.

Councilmember Higgins serves on the King County Regional Transit Committee. Agenda items included the recently passed recommendation to change Metro's fare structure from two-zone to a flat fare of \$2.75. The recommendation will go to the full county council and will take effect 6/1/2018. The revised rate structure will benefit South King County residents commuting to downtown Seattle. Councilmember Higgins advised that the public should contact Metro with issues regarding buses not running on time. Councilmember Higgins advised that Metro recently made a service change by increasing Sounder trips and increased the frequency of Route 169.

Pending Approval

Councilmember Berrios serves on the Puget Sound Regional Council Economic Development Board. The new regional economic strategy is complete. Next meeting is in December.

Councilmember Ralph serves on the Law, Safety, and Justice Committee. The recent agenda included discussion on immigration issues.

Councilmember Fincher serves on the King Conservation District Advisory Committee. The committee is in the process of evaluating programs to award \$900,000 in grant funds for food programs. The committee will be evaluating programs that will get food to people. Evaluation criteria will include infrastructure, consumer demand, land access, market assistance and technical assistance, food safety, business management.

Councilmember Fincher serves on the Mental Illness and Drug Dependency Group. Details regarding the requirement to integrate medical, mental, primary and specialty health by April 1, 2020. Detailed information was provided regarding the Access to Care, Accountable Communities of Health projects, and treatment on demand.

5. Public Hearing

None.

6. Public Comment

Kirk Nelson expressed his frustration with the lack of landscaping maintenance at the James Street Pump Station. Additional concerns were expressed regarding the landscape rocks along James Street and panhandlers throughout the city.

Amanda Nelson expressed her appreciation of Mayor Cooke's interest in getting issues resolved at the Kent Meridian pool. Amanda Nelson requested additional repairs at the pool in addition to adding more splash parks in City parks.

7. Consent Calendar

Council President Boyce moved to approve the Consent Calendar items A through L seconded by Councilmember Thomas. The motion passed with a unanimous vote of 7-0.

A. Minutes of Previous Meetings and Workshops – Approve

The minutes of the September 19, 2017, Council Meeting and Workshop and September 26, 2017, Special Council Meeting, were approved.

B. Payment of Bills – Approve

Pending Approval

Bills received through August 31, 2017 and paid on August 31, 2017 after auditing by the Operations Committee on September 19, 2017 were approved.

Approval of checks issued for vouchers:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
08/31/17	Wire Transfers	7216-7231	\$1,724,262.34
08/31/17	Regular Checks	716854-717479	\$6,373,821.26
08/31/17	Payment Plus		\$192,904.05
	Void Checks		(\$16,093.00)
08/31/17	Use Tax Payable		<u>\$951.24</u>
			\$8,275,845.89

Approval of checks issued for payroll for August 16 through August 31 and paid on September 5, 2017:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
9/5/2017	Checks	0	\$0.00
	Voids and Reissues		
9/5/2017	Advices	393575-394474	<u>\$1,657,420.31</u>
			\$1,657,420.31

C. Appointment of Youth Commissioner to the Human Services Commission – Confirm

Council confirmed the Mayor’s appointment of Mohammed Murad to the Kent Human Services Commission – Youth Commissioner.

D. Ordinance Approving the Indirect Change of Control of Astound Broadband, LLC d/b/a Wave Franchise – Introduce

No action – introduce only.

E. Telecommunications Franchise with MCIMetro Access d/b/a Verizon Access Transmission Services – Ordinance – Adopt

Ordinance No. 4253 was adopted, establishing a 10-year franchise agreement with MCIMetro Access d/b/a Verizon Access Transmission Services, subject to final approval by the City Attorney.

F. 2018 Mid-Biennium Budget Adjustment – Set Date for Second Public Hearing

Council set October 17, 2017, for the second public hearing of the 2018 Mid-Biennium Budget Adjustment at the regular City Council meeting.

G. 2018-2023 Capital Improvement Plan – Set Date for Second Public Hearing

Council set October 17, 2017, for the second public hearing of the 2018-2023 Capital Improvement Plan at the regular City Council meeting.

Pending Approval

H. Comprehensive Plan/Capital Facilities Element Amendment and Update to Kent City Code Chapter 12.13 School Impact Fees – Set Date for Public Hearing

Council set October 17, 2017, as the date for a public hearing to consider amendment of the Capital Facilities Element of the Kent Comprehensive Plan and amendment of Chapter 12.13 Kent City Code to incorporate updated Capital Facilities Plans of the Auburn, Kent, Federal Way and Highline School Districts, the City's 2018-2023 Capital Improvement Plan, and changes to adopted school impact fees.

I. 2017 Tax Levy for 2018 Budget - Set Hearing Date

Council set October 17, 2017, for the public hearing on the 2017 tax levy for the 2018 budget at the regular City Council meeting.

J. South 224th Street Improvement from 88th to 94th Condemnation Ordinance – Adopt

Ordinance No. 4254 was adopted, authorizing the condemnation of property or property rights necessary to construct the S. 224th St. Improvement from 88th to 94th Project.

K. Goods and Services Agreement with Western Systems, Inc. for Traffic Signal Cabinets – Authorize

Mayor was authorized to sign a Goods and Services Agreement with Western Systems, Inc. for the purchase of traffic signal cabinets and lighting panels in an amount not to exceed \$119,103.60, subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

L. James Street Pump Station – Accept as Complete

Mayor was authorized to accept the James Street Pump Station Project as complete and release retainage to Rodarte Construction, Inc., upon receipt of standard releases from the state and the release of any liens.

8. Other Business

None.

9. Bids

None.

10. Reports from Standing Committees, Council and Staff

Council President's Report – Council President Boyce provided a brief recap of the presentations from tonight's workshop that included an update on financial policies, a presentation of the Adaptive Recreation Program, and an update of the recently issued FEMA remapping.

Council President Boyce conveyed that the Kent Black Action Committee will host a candidate's forum on Friday, October 13, 2017, at the Kent Commons from 6-9

Pending Approval

p.m. The forum will be for the Kent Mayoral candidates, the Kent School Board candidates and the King County Sheriff candidates.

Additionally, on October 20, 2017, the Kent Black Action Committee will host an event for the City Council candidates from 6-9 p.m. at the Kent Commons.

Mayor Cooke - Mayor Cooke advised of the Mayoral Candidate Forum that is being hosted by the Kent Cultural Communities Board. October 10 @ 7 p.m. at Kent Meridian High School in the East Wing.

Administration – Derek Matheson, Chief Administrative Officer, highlighted the special workshop scheduled for Thursday, October 19, 2017 at 5 p.m., to brief the City Council on the Morrill Meadows/YMCA project including the related budget, project management, and new market tax credit. Derek advised that the City will be emphasizing LEAN projects and the Council will be briefed during a December 12, 2017, workshop.

Derek Matheson advised that there is an Executive Session tonight to discuss potential litigation and is expected to last 10 minutes without any action following the session.

Economic and Community Development – Council President Boyce – No report.

Operations – Councilmember Ralph advised that the committee recommended accepting a grant for DUI court.

Parks and Human Services – Councilmember Fincher advised of the Special Workshop meeting to be held on October 19, 2017, at 5 p.m. to discuss the YMCA. The Parks and Human Services Committee will begin at a special time of 4:30 p.m. on October 19, 2017.

Councilmember Fincher reviewed the upcoming Green Kent events. Visit KentWA.gov for more information.

Public Safety – Councilmember Berrios – Next meeting is October 10, 2017. Reminded the public of the Kent Police Department community meeting on October 11, 2017, @ 7:30 p.m. at the Panther Lake Elementary.

Public Works – Councilmember Higgins advised of the discussion regarding the Sound Transit preferred site and that the Council will be submitting a “will of the council” to Sound Transit. Meet me on Meeker design and construction standard are on a fast-track and will be before the council for consideration in November. Councilmember Higgins indicated the committee is working on options for Quiet Zone work.

Pending Approval

Puget Sound Regional Fire Authority – Next meeting on October 4, 2017, at 5:30 p.m., at Station 78 in Covington.

At 8:36 p.m., the Council went into Executive Session.

11. Executive Session and Action after Executive Session

A. Potential Litigation, as per RCW 42.30.110(1)(i)

At 8:48, the Council ended the Executive Session

12. Adjournment

At 8:48 p.m., Mayor Cooke advised there is no action following the Executive Session and adjourned the meeting.

Kimberley A. Komoto
City Clerk

October 3, 2017

This page intentionally left blank.



7B. **Approval of Bills:**

Approval of payment of the bills received through September 15, 2017, and paid on September 15, 2017. The Operations Committee audited the payment of bills on October 3, 2017.

Approval of checks issued for vouchers:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
09/15/17	Wire Transfers	7232-7249	\$2,183,366.55
09/15/17	Regular Checks	717480-717787	\$1,256,334.60
09/15/17	Payment Plus		\$193,511.20
	Void Checks		\$0.00
09/15/17	Use Tax Payable		<u>\$3,632.36</u>
			\$3,636,844.71

Approval of checks issued for payroll for September 1 through September 15 and paid on September 20, 2017:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
9/20/2017	Checks	0	\$0.00
	Voids and Reissues		
9/20/2017	Advices	394475-395380	<u>\$1,627,897.65</u>
			\$1,627,897.65

This page intentionally left blank.



TO: City Council
DATE: October 17, 2017
SUBJECT: Ordinance Accepting Transfer of Control of Astound Broadband to Radiate Hold Co – Adopt

MOTION: Adopt Ordinance No. _____, approving the indirect change of control of Astound Broadband, LLC d/b/a Wave Franchise.

SUMMARY: Pursuant to state law, the City cannot pass a franchise ordinance the same day it is introduced. Although this is an indirect change of control of an existing franchise, staff recommended introducing the indirect change of control of the franchise at the October 3, 2017, meeting and setting it up for passage at the October 17, 2017, meeting.

On April 7, 2015, the City adopted Ordinance No. 4144, effective April 15, 2015, granting a nonexclusive telecommunications franchise to Astound Broadband, LLC d/b/a Wave (“Franchisee”) to operate a telecommunications system within the City.

On May 18, 2017, Radiate Holdco, LLC (“Radiate”) entered into an agreement to acquire all of the outstanding membership interests of Wave Holdco, LLC, which is the parent company of Franchisee. This is considered an indirect change of control because the transaction occurs on the parent company level and the franchise itself will continue to be held by Astound.

Section 28 of the franchise requires that the City approve the indirect transfer of control. Following this indirect change of control, the Franchisee will continue to remain bound by the terms of the franchise and will continue to remain responsible for the obligations within the franchise. The consent of the City to the indirect change of control shall not constitute a waiver or release of any rights the City may have under the franchise.

EXHIBITS: Ordinance

RECOMMENDED BY: Operations Committee

YEA: Ralph, Boyce, Thomas **NAY:**

BUDGET IMPACT: No impact – transfer of control only

This page intentionally left blank.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Kent, Washington, approving the indirect change of control of Astound Broadband, LLC d/b/a Wave with conditions and establishing an effective date.

RECITALS

A. On April 7, 2015, the City of Kent (the "City") adopted Ordinance No. 4144 granting a nonexclusive telecommunications franchise to Astound Broadband, LLC d/b/a Wave (the "Franchisee") to operate a telecommunications system (the "System") within the city limits of the City of Kent, with an effective date of April 15, 2015 (the "Franchise"); and

B. Franchisee is a wholly-owned, indirect subsidiary of Wave Holdco, LLC, a Delaware limited liability company ("Wave Parent"); and

C. On May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company ("Radiate HoldCo"), Wave Parent, and WaveDivision Holdings, LLC, a Delaware limited liability company controlled by Wave Parent, entered into a definitive agreement pursuant to which Radiate HoldCo will acquire Wave Parent from its current majority owners (the "Transaction"); and

D. Radiate HoldCo is a wholly-owned, indirect subsidiary of, and is controlled by, Radiate Holdings, L.P. a Delaware limited partnership (“Radiate Parent”); and

E. As a result of this Transaction, Radiate Parent will acquire ownership of Wave Parent and control of the Franchisee; and

F. Section 28 of the Franchise requires that the Franchisee receive the consent of the City for any indirect change of control including such indirect change of control that will occur as a result of this Transaction; and

G. The consent of the City to the indirect change of control that will occur as a consequence of the closing of the Transaction shall not constitute a waiver or release of any rights the City or Franchisee may have under the Franchise; and

H. The City Council deems it to be in the public interest to grant the requested consent; NOW THEREFORE,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

ORDINANCE

SECTION 1. – *Consent.* The City hereby consents to the indirect change of control that will occur as a consequence of the closing of the Transaction and in accordance with the terms of applicable law, subject to and contingent on the fulfillment of the conditions set forth in Section 2.

SECTION 2. - Section 1 of this Ordinance is contingent on the fulfillment of the following condition: Radiate Parent shall acknowledge that the indirect change of control will not affect, diminish, impair or supersede the binding nature of the Franchise and any other ordinances,

resolutions, and agreements, if any, applicable to the operation of the System in the City. Further, Radiate Parent shall acknowledge that the Franchisee shall remain responsible for any and all non-compliance issues, if any, under the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City that may have arisen prior to or that may arise contemporaneous with or after the closing of the Transaction.

SECTION 3. – Following the indirect change of control and the City's receipt of the written acknowledgement from Radiate Parent required by Section 2, the Franchise shall remain in full effect through the remainder of the Franchise term. The Transaction and the City's consent to the indirect change of control do not modify the terms of the Franchise. Franchisee remains responsible for any obligations and liabilities under the Franchise. The City's consent to the indirect change of control shall not be construed to constitute a waiver or release of any rights the City may have now or in the future under federal, state or local law, the Franchise, or any separate written agreements, if any, between the City and the Franchisee that relate to the Franchise.

SECTION 4. – By consenting to this indirect change of control, the City expressly reserves and does not waive or release any rights of the City in and to the rights-of-way as provided by state law and the Kent Municipal Code, nor does the City waive or release any claim or issue of non-compliance it may have, known or unknown, now or in the future related to the Franchise.

SECTION 5. – Written acknowledgement as provided in Section 2 has been filed by Radiate Parent with the City Clerk. If any of the construction and completion bonds, security funds or insurance are amended as a result of the indirect change of control, then Franchisee shall file with the City Clerk such revised bonds, security funds or evidence

of insurance within sixty (60) days of the date of the closing of the Transaction.

SECTION 6. – To the best of the City’s knowledge and belief, there are no existing facts or circumstances that with or without the giving of notice or the passage of time, or both, would constitute a default of any term or condition of the Franchise.

SECTION 7. – *Severability.* If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 8. – *Corrections by City Clerk or Code Reviser.* Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

SECTION 9. – *Effective Date.* This ordinance shall take effect and be in force five days after its publication as provided by law.

SUZETTE COOKE, MAYOR

Date Approved

ATTEST:

KIMBERLY A. KOMOTO, CITY CLERK

Date Adopted

Date Published

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

STATEMENT OF ACKNOWLEDGEMENT

WHEREAS, the City Council of the City of Kent, Washington, has acknowledged the pending transaction (the "Transaction") between Wave Holdco, LLC, WaveDivision Holdings, LLC ("Wave"), the parent companies of Astound Broadband d/b/a Wave ("Franchisee"), and Radiate Holdco, LLC, a wholly-owned, indirect subsidiary of Radiate Holdings, L.P. ("Radiate") and has consented to the resulting indirect change of control of the Franchisee, the holder of the telecommunications franchise (the "Franchise") issued by the City to the Franchisee as Ordinance No. 4144.

NOW, THEREFORE, Radiate, hereby acknowledges said Franchise and all the terms and conditions thereof, and files this, its written acknowledgement of the indirect change of control of the Franchisee.

Radiate hereby acknowledges that the indirect change of control will not affect, diminish, impair or supersede the binding nature of the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City. Radiate hereby agrees that, Franchisee will comply with the Franchise, and remain subject to the Franchise, the Kent Municipal Code and all applicable federal and state laws, lawful orders, contracts, agreements, commitments, and regulatory actions. Radiate affirms that all bonds, security funds and insurance required by the Franchise remain in full effect and in place. Further, Radiate acknowledges that the Franchisee shall remain responsible for any and all non-compliance issues, if any, under the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City that may have arisen prior to or that may arise contemporaneous with or after the closing of the Transaction.

This Statement of Acknowledgement is contingent upon the consummation of the Transaction.

IN TESTIMONY WHEREOF, Radiate, has caused this written Statement of Acknowledgement to be executed in its name by its duly authorized officer on this 16TH day of AUGUST, 2017.

RADIATE HOLDINGS, L.P.

By: 

Name Printed: Jeffrey Kramp

Title: EVP, Secretary & General Counsel

AUGUST 16, 2017



STATE OF New Jersey)
)ss.
COUNTY OF Mercer)

I certify that I know or have satisfactory evidence that Jeffrey Trump is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the 16th August of 2017, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8/16/17

**LISA A. PALLADINO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 18, 2021**

Lisa Palladino
Printed: Lisa Palladino
Notary Public in and for State of New Jersey
My appointment expires: 2/18/21

Received by the City of Kent on 8/17, 2017

By: Kimberly Komoto
City Clerk, Kimberly Komoto

This page intentionally left blank.



TO: City Council
DATE: October 17, 2017
SUBJECT: Reappointments to the Kent Arts Commission – Confirm

MOTION: Confirm the Mayor’s reappointment of Christy Caravaglio, Tonia Goodwillie, Susan Machler, Linda Mackintosh, Hal O’Brien and Suzanne Smith to the Kent Arts Commission for additional four-year terms.

SUMMARY: Confirm reappointment of Christy Caravaglio, Tonia Goodwillie, Susan Machler, Linda Mackintosh, Hal O’Brien and Suzanne Smith to the Kent Arts Commission for additional four-year terms that will expire October 31, 2021.

Christy Caravaglio requested reappointment to the Arts Commission. Christy is a Panther Lake area resident who is a community arts advocate. She serves as chair of the Kent Downtown Partnership’s art committee that provides us with Kent’s Third Thursday Art Walk and also serves on the South King County Cultural Coalition (SoCo). Christy has served as the art docent coordinator for Glenridge Elementary School and was president of the Glenridge PTA. Christy has a Bachelor of Fine Arts from Alfred University in New York. I am pleased she chooses to apply her passion for the arts in serving the public through the Kent Arts Commission.

Tonya Goodwillie requested reappointment to the Arts Commission as she has thoroughly enjoyed the Commission and is honored to be a part of a group of people that are dedicated to arts in the Kent community. She remains dedicated to the commission and looks forward to furthering her knowledge of how to serve the Kent community even more.

Susan Machler requested reappointment to the Arts Commission having enjoyed her time as a commissioner. She finds each meeting a confirmation that Kent is a leader in building the entire community, including the appreciation and support of arts and cultural activities. In the larger community that has loud and negative voices about how public commitment to art is a waste of taxpayer dollars, she is proud that the city of Kent continues to make visual and performance art available to the Kent community.

Linda Mackintosh requested reappointment to the Arts Commission to continue her work for the Kent Community. Linda has enjoyed her experience and time serving as an Arts Commissioner and is delighted that the city of Kent makes such a valuable investment in the Kent Community.

Hal O’Brien requested reappointment to the Arts Commission. Hal is a Mill Creek resident who has a long standing interest in the arts. Hal is an avid photographer, has sung in choirs starting in the 4th grade until after college and enjoyed acting in plays during his high school and college years. Hal loves to travel and makes sure he experiences art galleries around the world. Hal believes very strongly in the potential

of the arts in making communities more convivial - being a source of both aspiration and fulfillment.

Suzanne Smith requested reappointment as she believes representation on city commissions from all geographic areas of Kent is important to civic engagement of these communities. She believes the Arts Commission is instrumental in making art a part of our daily lives with installations throughout the city and city parks, which improves our quality of life and enhances an aesthetic environment for all residents of Kent. She will continue the wonderful work the commission does so residents can enjoy live performances through our Spotlight Series and the summer concerts series. In addition, and most importantly, introducing Kent's children to art, music, and theater with our children's Wednesday Picnic Performances during the summer and Kids Arts Day.

RECOMMENDED BY: Mayor Cooke

BUDGET IMPACTS: None



TO: City Council

DATE: October 17, 2017

SUBJECT: Sounder Access Improvement Project Recommendation – Authorize

MOTION: Authorize the Mayor and Council President to submit a letter on behalf of the City to the Sound Transit Board of Directors recommending "Site 3" as the location for the Sounder Access Improvements project parking garage.

SUMMARY: Sound Transit restored funding for the Kent Station Access Improvements project in 2016; the project was initially authorized in 2008, and suspended in 2010 as a result of the recession. A new parking structure is the main project component, but pedestrian and non-motorized improvements will be included as well. ECD staff continues to partner with Sound Transit staff to ensure that the project is consistent with City of Kent long-term goals and that implemented improvements enhance the character of Kent's downtown. Sound Transit engaged in extensive public outreach including open houses, stakeholder meetings, and a technical advisory committee to guide selection of site alternatives. Staff worked with Sound Transit staff and consultants to narrow the list of alternatives to four sites.

Based on the findings of Sound Transit's alternatives analysis, alignment with city vision and goals, stakeholder, community, , staff and Economic and Community Development Committee recommendations, the City Council recommends Site 3 for the parking garage location.

EXHIBITS: Draft letter to be submitted to Sound Transit Board of Directors; Sound Transit Kent Sounder Station site map

RECOMMENDED BY: Economic & Community Development Committee

YEA: Boyce, Berrios, Budell **NAY:**

BUDGET IMPACTS: N/A

This page intentionally left blank.



OFFICE OF THE MAYOR

Suzette Cooke, Mayor
220 4th Avenue South
Kent, WA 98032
Fax: 253-856-6700

October 11, 2017

PHONE: 253-856-5700

Sound Transit Board Members
401 S. Jackson Street
Seattle, Washington 98104

Re: Sound Transit Sounder Access Improvements Project

Dear Sound Transit Board Members:

We are writing to express our support for Site 3, depicted in the attached map, as the preferred location for the second Sounder garage and non-motorized access improvements in downtown Kent. We submit this letter for your consideration in advance of the November 16 Sound Transit Board meeting, at which you are scheduled to select the Board's preferred alternative. We recommend Site 3 because it optimizes opportunities to advance our community's vision for our downtown as a transit-oriented and pedestrian-first environment. It promotes the use of transit by a) integrating with existing transit infrastructure, b) offering sufficient space and design flexibility to maximize the number of new parking spaces constructed, c) increasing convenience for our many East Hill commuters, and d) opening up new opportunities for improved pedestrian and bicycle connections.

We offer the following reasons for our recommendation:

Stakeholder interests

City staff worked alongside nearby business and property owners, transit users, and neighbors as they debated the merits of each of the sites. Overwhelmingly, stakeholders and members of the public participating in open house events preferred Site 3 for the parking garage and access improvements.

Access from neighborhoods to the east

Sound Transit's ridership data show that most Sounder riders in Kent come from the east side of the railroad tracks. The existing garage is on the west side, requiring commuters from the east to cross the railroad tracks before parking. These riders are all-too-often delayed in getting to their parking space or on their return home when they have to stop for trains blocking the intersections at E Smith and E James Streets. To ease the impact of blocking trains, and reduce congestion and travel time to the parking garage, the City has been interested in seeing Sound Transit build a new garage on the east side of the railroad tracks. Site 3 meets this need.

Connection to Kent's transit center

Kent is pleased to see transit ridership continue to grow. We are seeing more and more standing-room-only trains, as Sound Transit reports rapid and sustained growth in ridership on the Sounder commuter rail. Meanwhile, King County Metro also continues to see growth in the use of its bus routes. This rapid growth underscores the importance of integrating new transit infrastructure with existing facilities to create a cohesive, multi-modal "transit center" in Kent's downtown.

King County Metro has already targeted portions of Site 3 for pedestrian access improvements, including sidewalk and lighting upgrades. Adopting Site 3 as the preferred site for the new parking garage and non-motorized access improvements will help to ensure that investments by the two transit agencies are well-coordinated and take advantage of potential efficiencies.

Transit-Oriented Development (TOD)

Kent's vision for Downtown includes a mix of retail, commercial and residential uses in the form of transit-oriented development (TOD) in close proximity to high-capacity transit. Some sites evaluated during the alternatives analysis phase of this process may be feasible for a garage from an engineering and design perspective, but could use land that would be more valuable as TOD. Based on an evaluation by Sound Transit's TOD experts, Site 3 is unlikely to attract TOD. This is due in part to the proximity of portions of the site to the railroad tracks and its distance from amenities. Therefore, the risk of displacing future opportunities for TOD would be relatively low for Site 3.

Opportunities to improve compatibility of close-in properties

We recognize the presence of agricultural processing and industrial uses in Kent's history, but Kent's Downtown has evolved since the 1940's and 1950's. Warehousing and distribution uses are no longer compatible with the vision of transit-oriented development. Siting a parking garage and non-motorized access improvements on "Site 3" could integrate the site currently occupied by the Washington Cold Storage facility with surrounding mixed-use development.

The City of Kent anxiously awaits the realization of the Sounder Access Improvements Project at the Kent Sounder Station in our downtown. This package of improvements, and particularly the parking garage, has been much anticipated since its initial authorization through the public vote for Sound Transit 2 funding in 2008. We appreciate the consideration the Board gives to the interests of the local jurisdictions affected by Sound Transit projects, and look forward to working with you and your staff as this project moves forward.

Sincerely,

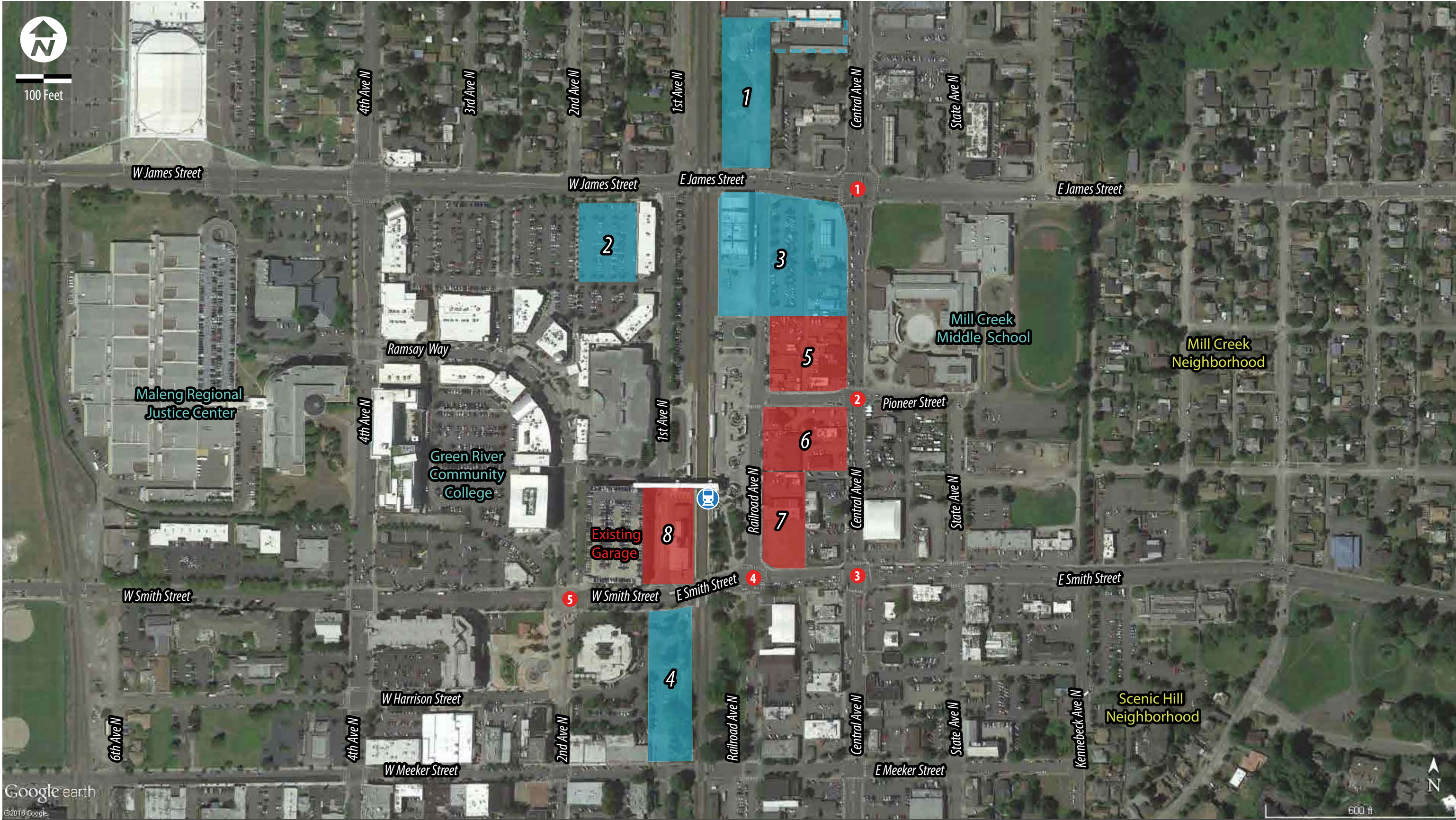
Suzette Cooke
Mayor

Sincerely,

Bill Boyce
Council President



100 Feet



- Legend**
- Site Recommended For Further Analysis
 - Site Not Recommended For Further Analysis

- Kent Station
- Intersections Analyzed

Potential Garage Sites Considered - Kent



Kent and Auburn Station Access Improvements – April 18, 2017

DRAFT for Discussion Purposes Only

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Yakima County Inmate Housing Interlocal Agreement – Authorize

MOTION: Authorize the Mayor to sign an Interlocal Agreement with Yakima County for the purpose of housing Kent inmates as the City may need, during 2018, subject to final terms and conditions acceptable to the City Attorney and Police Chief.

SUMMARY: For purposes of population management, the City of Kent Corrections Facility has a need to transport inmates to another facility. This interlocal agreement is between Kent and Yakima County for the housing of Kent inmates, as Kent may need, during 2018. The agreement includes inmate transportation to and from Yakima County. This agreement will renew annually for up to 5 years (December 31, 2022) unless there is a written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.

EXHIBITS: Interlocal Agreement for Inmate Housing

Budget Impact: Budgeted for 2018

RECOMMENDED BY: Public Works Committee

YEA: Berrios, Ralph, Thomas **NAY:**

Budget Impact: Budgeted for 2018

This page intentionally left blank.



**YAKIMA COUNTY
DEPARTMENT OF CORRECTIONS**

111 North Front Street Yakima, Washington 98901 (509) 574-1700

September 14th, 2017

Diane McCuiston, Jail Commander
Kent Correctional Facility
1230 South Central Avenue
Kent, WA 98032

RE: 2018 Housing Agreement Renewal Notification

Dear Commander McCuiston:

This letter will serve as your official written notification of the inmate housing rate increase for the upcoming year. The increase is approximately 4% and is primarily due to an increase in our overall department services. Yakima County DOC will see an annual increase of \$680,000 in Medical Services, \$125,000 in Mental Health services, and a 4% wage increase over the next two years (2018-2019). This will also allow us to align both the Local & Non-Local agreements under the same sliding rate scale.

I have inserted language that provides a continuous term instead of annual renewals, except when there is a rate increase and/or language change. The new language reads as follows: ***This agreement will renew annually for up to 5 years (December 31, 2022) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.***

Enclosed you will find (2) originals agreements. Please have them both signed and forwarded back to my attention at your earliest convenience. Once our Board of County Commissioners has signed the agreements, a fully executed original will be returned to you.

I have chosen to send this notice out earlier this year in an effort to allow for any legal review and/or approval that may be required prior to signing.

Please do not hesitate to contact me if you have any questions. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director
EC:sb

C: City Notebook

AGREEMENT FOR INMATE HOUSING 2018

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Kent** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. Purpose. The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates.

2. Definitions.

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established the City's custody of a City Inmate.

Detainer – A legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate means a person subject to City custody who is transferred to County custody under this Agreement

3. General Provisions. The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Inmate. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

5. Inmate Transport. County Transported: The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **Inmate transport dates will be determined by the amount of inmates the City has housed with the County.**

The County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

7. Inmate Property. The County shall accept and transport Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for inmate property actually delivered into County possession. The County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, the County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant to the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

9. Classification. Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. The County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions

may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. The County shall establish and maintain an account for each Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

The County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide the County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that the County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this

request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City inmates in YCDOC custody.

Housing Report – a report detailing which city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies city inmates who are in special housing assignments.

23. City’s Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates’ records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. The County and City may each permit the other continuous access to its computer database regarding all City Inmates housed by the County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of the County.

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

Bed Rate. In consideration of Yakima County’s commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85
51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

The County shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then- existing bed rate; however, the County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

This daily rate is established for 2018. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City of Kent ninety (90) days written notification prior to said increase.

25. Billing and Payment. The County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Duration of Agreement. This agreement will renew annually for up to five (5) years (December 31, 2022) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.

27. Independent Contractor. In providing services under this Agreement, the County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

28. Hold Harmless, Defense, and Indemnification. The County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or

incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify the County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The County and City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

29. Insurance. The County and City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The County and City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

30. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between the County and City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this

provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

31. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

32. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

33. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of County stated herein.

34. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

35. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County

37. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

38. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2018, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.


39. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Diane McCuiston, Jail Commander
Kent Correctional Facility
1230 South Central Avenue
Kent, WA 98032

TO COUNTY: Ed Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

	<p>CITY OF KENT, WASHINGTON</p> <p>By: _____ City Mayor</p> <p>Date: _____</p> <p>Attest: By: _____ City Clerk</p>
--	---



	<p>Approved as to form:</p> <p>By: _____ City Attorney</p>
--	--

ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B

PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply the County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. The County does not transport on Mondays.
5. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. Inmates transported by City must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.

2018 Inmate Housing Agreement – City of Kent

DONE this ____ day of _____ 2017

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Ron Anderson, Commissioner

Attest: Tiera L. Girard
Clerk of the Board

Michael D. Leita, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Approved as to form:

Deputy Prosecuting Attorney

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Puget Sound Emergency Radio Network Lease Agreement – Cambridge Water Tank Site – Authorize

MOTION: Authorize the Mayor to sign a lease agreement with King County to operate and maintain a wireless communication facility at the Cambridge Tank site for the Puget Sound Emergency Radio Network (“PSERN”), subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

SUMMARY: King County is requesting authorization to install wireless communications facilities at the Cambridge Tank site located at 3301 S. 264th Street, for the Puget Sound Emergency Radio Network. The equipment will be used to provide better service in King County.

The obligation for King County to pay rent will commence after several conditions have been met, including the termination of the lease between the City and Valley Communications and the assignment of Valley Communication’s facilities to King County. Rent will be \$4,320.00 per lease year and will increase by 15% of the then-current rental rate on each successive five year anniversary of the first full lease year. The term of this Lease will be for a period of 25 years.

EXHIBITS: Lease Agreement

RECOMMENDED BY: Public Works Committee

YEA: Ralph, Fincher, Higgins **NAY:** N/A

BUDGET IMPACTS: The Water utility will receive revenue totaling \$4,320.00 per year.

This page intentionally left blank.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between the **CITY OF KENT**, a Washington municipal corporation ("**Landlord**"), and **KING COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 500 Fourth Avenue, Suite 830, Seattle, Washington 98104 ("**Tenant**"), for a wireless communications facility located at 3300 S. 264th Street, Kent, Washington ("**Cambridge Tank**").

BACKGROUND

A. Landlord is the owner in fee simple of a parcel of land located in the City of Kent, King County, Washington, legally described on the attached **Exhibit A** (the "**Property**").

B. Landlord has leased a portion of the Property ("**ValleyComm Lease**") to Valley Communications Center, an administrative agency formed pursuant to RCW 39.34 ("**ValleyComm**"), for the installation and operation of a tower, shelter, fuel storage tank, utilities and associated equipment and improvements ("**ValleyComm Facilities**").

C. Tenant intends to acquire the ValleyComm Facilities listed in Exhibit D, and sublet space on the acquired ValleyComm Facilities back to ValleyComm and ValleyComm's tenants located thereon; simultaneously Landlord intends to terminate the ValleyComm Lease so that Tenant may lease the space on the Property on which the ValleyComm Facilities are located.

D. Tenant desires to lease that portion of the Property depicted on the attached **Exhibit B**, together with nonexclusive access and utility easements, as described or depicted on the attached **Exhibit C**, to construct, operate and maintain a communication facility and associated equipment and improvements.

E. Tenant plans to fund, procure sites for such communication facilities and along with other municipalities in King County, establish the Puget Sound Emergency Radio Network (the "**PSERN System**") to eventually provide service in King County as authorized by Proposition 1 and King County Ordinances 17993, 18074 and 18075.

F. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

AGREEMENT

In consideration of their mutual covenants, the parties agree as follows:

1. Lease.

1.1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord that portion of the Property described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "**Premises**") together with non-exclusive easements for

ingress, egress and utilities over the Property as depicted on **Exhibit B** and **Exhibit C** (the "**Easements**"). In addition to the Premises, Landlord hereby grants Tenant temporary access to additional space near the Premises for staging purposes during Tenant's construction activities, in location(s) to be agreed upon by the parties.

1.2. This Lease is not a franchise nor is it a permit to use the City of Kent's rights-of-way. Any franchise or permit must be obtained separately from Landlord.

2. Term.

2.1. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the Commencement Date, as defined in Section 2.2, and terminating on the last day of the month in which the twenty-fifth anniversary of the Commencement Date occurs.

2.2. The "**Commencement Date**" shall be the last date after both Landlord's and Tenant's authorized representatives have executed this Lease and on which all of the following conditions have been met:

(a) the ValleyComm Lease and all subleases and licenses thereto are terminated by mutual consent of ValleyComm and Landlord on terms approved in writing by the Tenant;

(b) ValleyComm assigns through written agreement to Tenant and Tenant assumes from ValleyComm all or part of the ValleyComm Facilities; and

(c) ValleyComm and Tenant enter into a written agreement for ValleyComm's sublease of space within the Premises for ValleyComm's continued operation of such ValleyComm Facilities that are not transferred to Tenant (if applicable).

In the event that all such conditions have not been met within eighteen (18) months after the date this Lease is fully executed by both parties, Tenant shall have the right, upon written notice to Lessor, to deem this Lease null and void and of no further force or effect. Landlord and Tenant agree that they shall acknowledge the Commencement Date as follows: Tenant shall notify Landlord in writing of the Commencement Date and within ten (10) business days of receipt thereof, Landlord shall acknowledge the Commencement Date by returning the signed written instrument to Tenant.

3. Rent.

3.1. Tenant's obligation to pay rent under this Lease shall commence upon the Commencement Date. As used herein, a "**lease year**" shall be January 1st through December 31st during the term of this Lease. Rent shall be Four Thousand Three Hundred Twenty and No/100 Dollars (\$4,320.00) per lease year ("**Rent**"), payable in advance. Rent shall be payable as follows: Rent for the first partial lease year (from the Commencement Date until the next December 31st) shall be delivered to Landlord within forty-five (45) days after the date Tenant receives Landlord's written acknowledgement confirming the Commencement Date. Thereafter, Rent shall be paid to Landlord annually in advance, on

or before January 1st of each lease year until the Lease expires or is terminated; provided that if the first full lease year will commence prior to the due date of Rent for the first partial lease year, then the Rent for the first full lease year shall also be due and payable within forty-five (45) days after the date Tenant receives Landlord's written acknowledgement confirming the Commencement Date. Rent for partial lease years shall be prorated and if Rent is ever overpaid it shall be either refunded or applied to future payments at Tenant's discretion.

3.2. All Rent payments shall be mailed to:
City of Kent
220 Fourth Avenue South
Kent, WA 98032
Attention: Facilities Superintendent

3.3. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the Rent for any payment not paid within thirty (30) days of when due. In addition, any amounts not paid when due shall bear interest from the date due until paid at the rate of one percent (1%) per month.

3.4. Rent shall increase by fifteen percent (15%) of the then-current rental rate on each successive five (5) year anniversary of the first full lease year after the Commencement Date. For example purposes only, if the Commencement Date is June 23, 2017, and the first full lease year thereafter commences on January 1, 2018, then on January 1, 2023, Rent shall be increased to \$4,968/year; on January 1, 2028, Rent shall be increased to \$5,713.20/year; and on January 1, 2033, Rent shall be increase to \$6,570.18/year; and so on, during the term of this Lease.

3.5. Rent, and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. Use of Premises.

4.1 Tenant may use the Premises for the construction, installation, operation, maintenance, repair, replacement, upgrade, update, addition, modification and removal of the communications facilities, and associated equipment and improvements, including but not limited to the ValleyComm Facilities Tenant acquires, generally depicted on **Exhibit B** and described on the attached **Exhibit D** (collectively, the "**Improvements**") for the PSERN System as it is presently designed or may hereinafter be modified or changed ("**Permitted Use**"). Tenant shall use the Premises for no other purpose.

4.2 Prior to performing any installation or construction work within the Premises, Tenant shall secure all necessary federal, state and local licenses, permits, and approvals for the Permitted Use (collectively referred to hereinafter as "**Government Approvals**") at its sole expense. Landlord hereby authorizes Tenant to make and sign, as Landlord's agent, any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for the Permitted Use of the Improvements within the Premises. Landlord agrees to

reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

4.3 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Before performing any of the work described in this Section 4.3, Tenant must receive prior e-mailed approval from Landlord's Public Works Director or his/her designee.

5. Tenant Improvements.

5.1 (a) Tenant may improve the Premises by constructing the Improvements as depicted on **Exhibit B** and described on **Exhibit D**. Tenant is responsible to provide all labor, materials, equipment, and insurance necessary for the Improvements. Prior to commencing construction, Tenant shall submit plans and specifications drawn to scale for all Improvements to Landlord for Landlord's written approval, which approval shall not be unreasonably withheld. Construction, installation, or alteration of Improvements shall not be commenced until plans for such work have been approved in writing by the Landlord and all necessary permits have been properly issued. Landlord's Public Works Department shall give such approval or provide Tenant with its requests for changes within thirty (30) business days of Landlord's receipt of Tenant's plans and specifications. The plans and specifications review schedule described within this Section 5.1(a) does not apply to the City of Kent acting as a governmental entity issuing permits and other approvals for these Improvements, and Tenant shall pay all permit costs in addition to Rent described in Section 3.

(b) After the initial installation of the Improvements, Tenant shall obtain Landlord's written consent prior to making any material changes in the exterior appearance, size or design of the Improvements on the Property (including the antennas on the tower), the location or size of the Premises, and any trenching on the Property. Landlord's consent shall not be unreasonably withheld, delayed or conditioned. After the initial installation of the Improvements, except as provided within this Section 5.1(b), Landlord's consent shall not be required for any installation, maintenance, repair, replacement, addition, removal, update or upgrade of any of the Improvements or utilities located within the Premises or Easements.

(c) Tenant shall consult with Landlord to arrange a time it will conduct construction of any Improvements that require Landlord's prior written consent. Tenant agrees to adhere to the pre-arranged schedule for construction of Improvements.

5.2 (a) Unless the parties otherwise agree in writing, Tenant shall remove the Improvements from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any

other equipment, structures or operations on the Property, including use of the Property by Other Providers as described in Section 6.1, Landlord, or any of Landlord's assignees.

(b) Upon removal of the Improvements, as provided in Section 5.2(a), Tenant shall restore all affected areas of the Property, the Premises and the Easements, *normal wear and tear excluded*, to the reasonable satisfaction of Landlord.

(c) All costs and expenses for the removal of the Improvements and restoration of the Property, the Premises and the Easements and any costs and expenses arising from this removal shall be solely borne by Tenant.

6. Use by Other Providers.

6.1 Subject to the terms of Section 13.3, Tenant shall cooperate with each new other communications provider that Landlord leases space on the Property to ("**Other Provider(s)**"), excluding space within the Premises.

6.2 Each new Other Provider shall be solely responsible for the cost of locating and placing its equipment on the Property. The Other Provider shall also be responsible for any liabilities that arise from the Other Provider's use of the Property.

7. Net Lease. Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises, with the exception that Landlord is solely responsible for the maintenance of its personal property located on the Property and the Easements, unless the Landlord's personal property and/or Easements are damaged by Tenant or Tenant's agents, employees, licensees or contractors. The parties agree that this is a net Lease intended to assure Landlord the Rent on an absolute net basis.

8. Maintenance.

8.1. Tenant shall, at its own expense, maintain the Premises (less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control), and all of Tenant's Improvements, equipment, and other personal property on the Premises in good working order, condition and repair, including any new landscaping that may be required through the permitting process. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference thereon. Tenant shall remove graffiti at its own cost within fifteen (15) calendar days of receipt of written notice to remove by Landlord. Landlord may remove graffiti, at its own cost, without notice to Tenant. Tenant shall install, maintain, and replace, when necessary, all new landscaping, at Tenant's sole expense, that may be required by any necessary City of Kent permits. **The use of herbicides or insecticides by Tenant on the Premises is strictly prohibited.**

8.2. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not maintain, repair or otherwise touch or interfere with Tenant's Improvements without Tenant's prior written consent; provided that, in the event of an emergency posing an imminent threat of bodily injury or property damage, Landlord may

take action necessary to abate the threat and shall give Tenant notice of such actions taken as soon as is reasonably possible thereafter.

9. Access. Landlord and its agents shall have the right to enter the Premises at all reasonable times, upon not less than two (2) business days' e-mailed notice to Tenant's authorized representative, so that Tenant may accompany Landlord, to examine and inspect the Premises; provided, however, that in no event will Landlord, its employees, agents or contractors remove, relocate, alter, modify or otherwise tamper with Tenant's Improvements. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises, including by foot, motor vehicle or by air over or along the Easements generally depicted in **Exhibit B**.

10. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

11. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises and Easements.

12. Approvals; Compliance with Laws. Tenant's use of the Premises and Easements is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate the Improvements in accordance with all applicable communication site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission ("**FCC**"), or other federal or state governmental agency.

13. Interference.

13.1 Tenant's installation, operation, and maintenance of the Improvements shall not damage or interfere in any way with Landlord's activities on the Property. Landlord shall be the sole judge of interference caused to the Landlord's radio frequency ("RF") transmissions and receptions on the Property (outside of the Premises); provided Landlord shall make all determinations regarding the cause of any such RF interference based on independent review by experts in the field of RF interference. Tenant agrees to correct, within thirty (30) calendar days of receipt of written notice of interference from Landlord, all such actions that materially interfere with Landlord's use of the Property. If the interference cannot be corrected without Tenant's wireless signal coverage goals from the Premises being materially impaired, Tenant shall have the right to terminate the Lease.

13.2 Before approving the placement of the Improvements, Landlord may obtain, at Tenant's expense, an interference study indicating whether Tenant's intended use will interfere with any existing communications facilities on the Property.

13.3 In the event that an Other Provider requests a lease from Landlord to place any type of antennae or transmission facility on the Property, excluding the Premises, Landlord shall submit a proposal complete with all technical specifications reasonably

requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by any third party. The Other Provider shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have forty-five (45) calendar days following receipt of any proposal to make any objections thereto, and failure to make any objection within this forty-five (45) day period shall constitute consent by Tenant to the installation of antennae or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during this forty-five (45) day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless the Other Provider modifies the proposal in a manner determined, in Landlord's reasonable judgment, to adequately eliminate reasonable interference concerns asserted by Tenant. If the Other Provider actually interferes with the operations of Tenant, Landlord shall make good faith efforts to have the Other Provider cease operations until the interference can be eliminated. A governmental unit may be allowed to place antennae or other communications facilities on the Property, excluding the Premises, as long as there is no interference with Tenant's use.

14. Default. It shall be a default if:

14.1 Tenant fails to pay Rent or any other sums payable to Landlord when due, and does not cure such default within thirty (30) calendar days after receipt of written notice;

14.2 Tenant removes its Improvements on the Premises for a period longer than six (6) consecutive months and fails to replace them during this time period;

14.3 Tenant fails, at any time during this Lease, to conform or comply with any local land use, regulatory, or building permit conditions issued by the City of Kent in connection with the construction, operation, or maintenance of Tenant's Improvements contemplated in this Lease, and such failure is not cured within thirty (30) days after receipt of written notice; provided, however, that Tenant will not be in default under this subsection if it begins to cure the alleged failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion;

14.4 Tenant is finally adjudicated as bankrupt or makes any assignment for the benefit of creditors;

14.5 Tenant becomes insolvent;

14.6 Either party fails to perform any other covenant or condition of this Lease and does not cure such default within thirty (30) calendar days after receipt of written notice specifying the failure at issue; provided, however, that neither party will be in non-monetary default under this subsection if it begins to cure the alleged default within the thirty (30) day period and thereafter diligently prosecutes the cure to completion; or

14.7 Tenant fails at any time to maintain insurance as required in Section 21 of this Lease and the attached **Exhibit E** and this failure is not cured within fifteen (15) days following Tenant's receipt of written notice of this failure.

15. Cure by Non-Defaulting Party. In the event of any uncured default of this Lease, the non-defaulting party may, at any time after the specified notice period has run, cure the default for the account of and at the expense of the defaulting party. If the non-defaulting party is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the non-defaulting party's rights under this Lease, the sums so paid, with all interest, costs and damages shall be due from the defaulting party within thirty (30) days following the defaulting party's receipt of an invoice together with reasonable supporting documentation evidencing the sums and expense. If the defaulting party disputes the appropriateness of the interest, costs and damages in good faith, the defaulting party will pay the interest, costs and damages "under protest". Any payment under protest shall not be considered an admission of liability or a waiver of rights under this Lease, and the payment shall be subject to refund if the defaulting party's position is upheld by a court of competent jurisdiction.

16. Optional Termination.

16.1 Optional Termination by Tenant. This Lease may be terminated by Tenant if:

(a) Tenant is unable to obtain or maintain any license, permit, or other Governmental Approval necessary for the construction and/or operation of Tenant's business under this Lease or Tenant, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary;

(b) There is a determination made pursuant to an official unappealable order of the FCC that continued use of the Premises by Tenant is in fact a threat to public health, safety or welfare that cannot be remediated; or

(c) Tenant or Tenant's vendor of the PSERN System determines that, for technical, design, interference, environmental, economic or title reasons, the Premises are not necessary or suitable for the operation of the PSERN System or the use described in this Lease.

16.2 Optional Termination by Landlord. This Lease may be terminated by Landlord:

(a) Upon eighteen (18) months' prior written notice to Tenant, if Landlord decides, in its sole discretion for any reason, to discontinue use of the Premises for municipal or public purposes;

(b) If there is a determination made pursuant to an official unappealable order of the FCC that continued use of the Premises by Tenant is in fact a threat to public health, safety or welfare that cannot be remediated;

(c) If Tenant's use of the Premises violates applicable laws or ordinances; or

(d) If Tenant loses its license to provide service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license.

17. Termination; Notice. Except as otherwise provided in Section 16.2(a) any notice of termination pursuant to Section 16 shall be given to the other party in writing at least thirty (30) calendar days prior to the termination date in accordance with the provision of Section 26.

18. Damage or Destruction. If Tenant's Improvements or any portion thereof are destroyed or damaged so as to materially hinder effective use of the Premises through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) calendar days' written notice to Landlord. In such event, Tenant shall promptly remove all Improvements from the Premises as set forth in Section 5.2. This Lease (and Tenant's obligation to pay Rent) shall terminate upon Tenant's fulfillment of the obligations set forth in Section 5.2 and Tenant shall be entitled to the prorated reimbursement of any prepaid Rent. If Tenant believes it is feasible to relocate the Improvements to a different location on the Property, the parties agree that the Premises will be relocated. Landlord will provide an interim site for Tenant to locate temporary, mobile communications facilities and equipment as necessary to continue service during repair or relocation of the Premises or Improvements. A survey will be prepared for the relocated Premises (including access and utility easements) and the survey will replace **Exhibit B**.

19. Condemnation. In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the date of title transfer, by giving thirty (30) calendar days' written notice to the other party. If it is feasible to relocate the Improvements to a different location on the Property without any impairment to the quality of service provided by the Improvements, the parties agree that the Premises will be relocated. A survey will be prepared for the relocated Premises (including access and utility easements) at Landlord's expense, and the survey will replace **Exhibit B**. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive full amount of the award. Tenant hereby expressly waives any right or claim to any portion of all damage awards, whether awarded as compensation for diminution in value of the leasehold or the fee of the Premises. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and Improvements.

20. Indemnity.

20.1 Disclaimer of Liability. Except for the negligence or willful misconduct of Landlord, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction,

maintenance, repair, use, operation, condition or dismantling of the Property, the Premises, the Easements, and any Improvements made by Tenant.

20.2 Tenant Indemnification. Tenant agrees to indemnify and hold Landlord harmless as provided herein to the maximum extent possible under law. Accordingly, Tenant agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Landlord, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, causes of action, judgments, damages, costs, attorney fees, government orders, penalties, or other requirements (collectively, "**Claims**"), including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Tenant's exercise of rights and privileges granted by this Lease, except to the extent of the Landlord's negligence and willful misconduct.

20.3 Landlord Indemnification. Landlord agrees to indemnify and hold Tenant harmless as provided herein to the maximum extent possible under law. Accordingly, the Landlord agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Tenant, its appointed and elected officials, and employees from and against liability for all Claims, including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Landlord's exercise of rights and privileges granted by this Lease, except to the extent of the Tenant's negligence and willful misconduct.

20.4 Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees all risk of dangerous conditions, if any, on or about the Property, the Premises and the Easements. Tenant's assumption of risk shall not apply: (i) to any latent defects or other dangerous situations, if Landlord knows or should know that defect or situation exists but has not disclosed that information to Tenant, or (ii) to any dangerous conditions arising from Landlord's negligence or willful misconduct.

21. Insurance. Tenant agrees to comply with the insurance requirements of **Exhibit E** at all times during the Term of this Lease. Any payment of deductible or self-insured retention shall be the sole responsibility of the Tenant.

22. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises and Easements will not result in the negligent or intentional introduction, storage, disposal, or transport over the Premises and Easements of any hazardous substance in violation of any federal or state law. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance introduced by Tenant and any damage, loss, or expense or liability resulting from such release, including all reasonable attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence or willful misconduct of Landlord, its employees or agents. Similarly, Landlord warrants that the Premises and Easements are free of any hazardous substances and agrees to indemnify and hold Tenant harmless from the Landlord's negligent or intentional introduction of any hazardous substance on the Property. "**Hazardous substance**" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any

federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23. Holding Over. Any holding over after the expiration of the Term of this Lease, with the consent of the Landlord, shall be construed to be a tenancy from month to month and rent shall be paid by Tenant at one hundred twenty-five percent (125%) of the monthly proration of the annual Rent in effect upon the expiration of the Lease, but shall otherwise be on the same terms and conditions herein specified, so far as applicable.

24. Acceptance of Premises. With the exception of latent defects and any hazardous substance contamination existing prior to the Commencement Date, by taking possession of the Premises, Tenant accepts the Premises and Easements "AS-IS," in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises or Easements, or their fitness for any of Tenant's intended uses thereof.

25. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than thirty (30) calendar days' prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

26. Notices. All notices, requests, demands, and other communications required to be sent pursuant to this Lease shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or by a nationally recognized courier service, to the following addresses:

If to Landlord, to: Public Works Department, Attn: Water System Manager
City of Kent
220 Fourth Avenue South
Kent, WA 98032

With a copy to: City Clerk
City of Kent
220 Fourth Avenue South
Kent, WA 98032

If to Tenant, to: King County Facilities Management Division
Real Estate Services, Attn: Leasing Supervisor
Re: Cambridge PSERN Lease
500 Fourth Avenue, Suite 830
Seattle, WA 98104

With a copy to: King County Facilities Management Division
Director's Office
Attn: Gail Houser
Re: Cambridge PSERN Lease
500 Fourth Avenue, Suite 800
Seattle, WA 98104

With a copy to: King County
Emergency Radio Communications Division - KCIT
Attn: Marlin Blizinsky
Re: Cambridge PSERN Lease
401 Fifth Avenue, Suite 600
Seattle, WA 98104

27. Subletting and Assignment.

27.1 Tenant shall not sublet all or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided that Tenant shall have the right without Landlord's consent to sublet space within the Premises to ValleyComm and any tenant of ValleyComm that is using any part of the ValleyComm Facilities as of the date the ValleyComm Lease is terminated.

27.2 Tenant shall not assign its interest in this Lease without Landlord's prior written consent, which will not be unreasonably withheld. Consent by Landlord to any assignment shall not constitute a waiver of the necessity of such consent to any subsequent assignment.

27.3 Landlord acknowledges that Tenant and other municipalities participating in the PSERN System intend to establish a new governmental non-profit entity that will eventually own and operate the PSERN System. Notwithstanding anything in this Lease to the contrary, Tenant may assign its interest in this Lease, without the Landlord's consent, to that governmental non-profit entity or to any entity existing now or in the future that will be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN System as authorized by law; provided that Tenant shall provide notice to Landlord within forty-five (45) calendar days after the execution date of such assignment.

27.4 In the event of an assignment, the assignee shall assume all liability of the assignor and the assignor will be relieved of all future performance, liabilities and obligations under this Lease to the extent of such assignment.

28. Other Leases. Nothing in this Lease shall preclude Landlord from leasing other space outside of the Premises for communications equipment to any person or entity that may be in competition with Tenant, or to any third-party, subject to the provisions of Section 13.3 above.

29. Successors and Assigns. This Lease shall run with the land and be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

30. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

31. Taxes. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Premises and Easements that are directly the result of Tenant's Improvements, if any, which become due and payable during the Term of this Lease.

32. Miscellaneous.

32.1 Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

32.2 This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

32.3 This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit arising out of the performance or obligations of this Lease shall be in the King County Superior Court. In the event of claim or litigation to enforce any terms of this Lease, each party shall be responsible for its own legal costs and attorney fees except as noted in Sections 20 and 22.

32.4 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

32.5 Landlord covenants that Tenant, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

32.6 Landlord agrees to sign a short form Memorandum of Lease that Tenant may record at Tenant's expense.

33. Non-Discrimination. Landlord and Tenant, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Landlord and

Tenant shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Tenant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Lease and may result in ineligibility for further agreements between the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date and year set forth below.

**LANDLORD:
CITY OF KENT**

**TENANT:
KING COUNTY**

By: _____
Print Name: Suzette Cooke
Its: Mayor
Date: _____

By: _____
Print Name: Anthony O. Wright
Its: Director, Facilities Management Division
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kent Law Department

Busch Law Firm PLLC

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Anthony O. Wright** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Director, Facilities Management Division**, of **King County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Signature)
NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION OF
LANDLORD'S PROPERTY & THE PREMISES

Legal Description of Landlord's Property:

PARCEL A:

EXHIBIT A LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF THE NORTH 310 FEET OF THE EAST 120 FEET OF THE WEST 360 FEET THEREOF;

TOGETHER WITH THE SOUTH 250 FEET OF THE NORTH 470 FEET OF THE EAST 210 FEET OF THE WEST 570 FEET THEREOF;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; □THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 140 FEET TO POINT OF BEGINNING; THENCE SOUTH ALONG SAID LINE 110 FEET; □THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT 65 FEET; □THENCE NORTHEASTERLY TO TRUE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 7906081065 THROUGH 7906081073, INCLUSIVE, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST, QUARTER OF SECTION 27, TOWNSHIP 22 NORTH RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING.AT THE NORTHEAST CORNER OF THE SOUTH 250 FEET OF .THE NORTH 470 FEET OF THE EAST 210 FEET OF THE WEST 570 FEET; BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; □THENCE NORTH 89°14'19" WEST ALONG THE NORTH LINE OF SAID SOUTH 250 FEET A DISTANCE OF 30 FEET;

THENCE NORTH A DISTANCE OF 35 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF HAMPTON WAY; □THENCE IN A SOUTHERLY AND EASTERLY DIRECTION ALONG SAID SOUTHERLY MARGIN TO A POINT WHICH LIES NORTH OF THE TRUE POINT OF BEGINNING:

THENCE SOUTH A DISTANCE OF 17 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THAT CERTAIN PROPOSED INGRESS, EGRESS, WATERLINE INSTALLATION, MAINTENANCE, DRAINAGE & REPAIR EASEMENT, AS MORE PARTICULARLY DESCRIBED IN CITY OF KENT BOUNDARY LINE ADJUSTMENT, RECORDED UNDER RECORDING NUMBER 20100811900001.

SITUATE IN THE CITY OF KENT, COUNTY OF KING, STATE OF WASHINGTON.

APN: 272204-9157

Address: 3300 S. 264th Street, Kent, Washington

Legal Description of the Premises:

A tract of land located in the Northwest Quarter of the Southwest Quarter of Section 27, Township 22 North, Range 4 East, W.M., in King County, Washington, being also a portion of Parcel B of City of Kent Boundary Line Adjustment No. LL-2010-7, recorded under King County Recording No. 20100811900001, described as follows:

Commencing at a found cased monument in the centerline of Hampton Way at the point of curvature just west of the intersection with Eton Court, from which point a found cased monument in the centerline of Hampton Way at the point of tangency just south of the intersection with S 264th Street bears North 54°12'05" West 267.12 feet;
Thence South 59°21'21" West 336.87 feet to the northeast corner of a fenced compound and the Point of Beginning;
Thence along said fenced compound, South 00°25'14" West 74.42 feet to the south line of said Parcel B;
Thence along said south line, North 89°14'50" West 45.33 feet to the southwest corner thereof;
Thence along the west line thereof, North 00°59'47" East 75.50 feet to the intersection with the fenced compound;
Thence along said fenced compound, South 88°38'01" East 32.29 feet;
Thence continuing along said fenced compound, South 85°50'20" East 12.31 feet to the Point of Beginning;

Containing 3,380 square feet, more or less.

EXHIBIT B

DEPICTION OF PREMISES

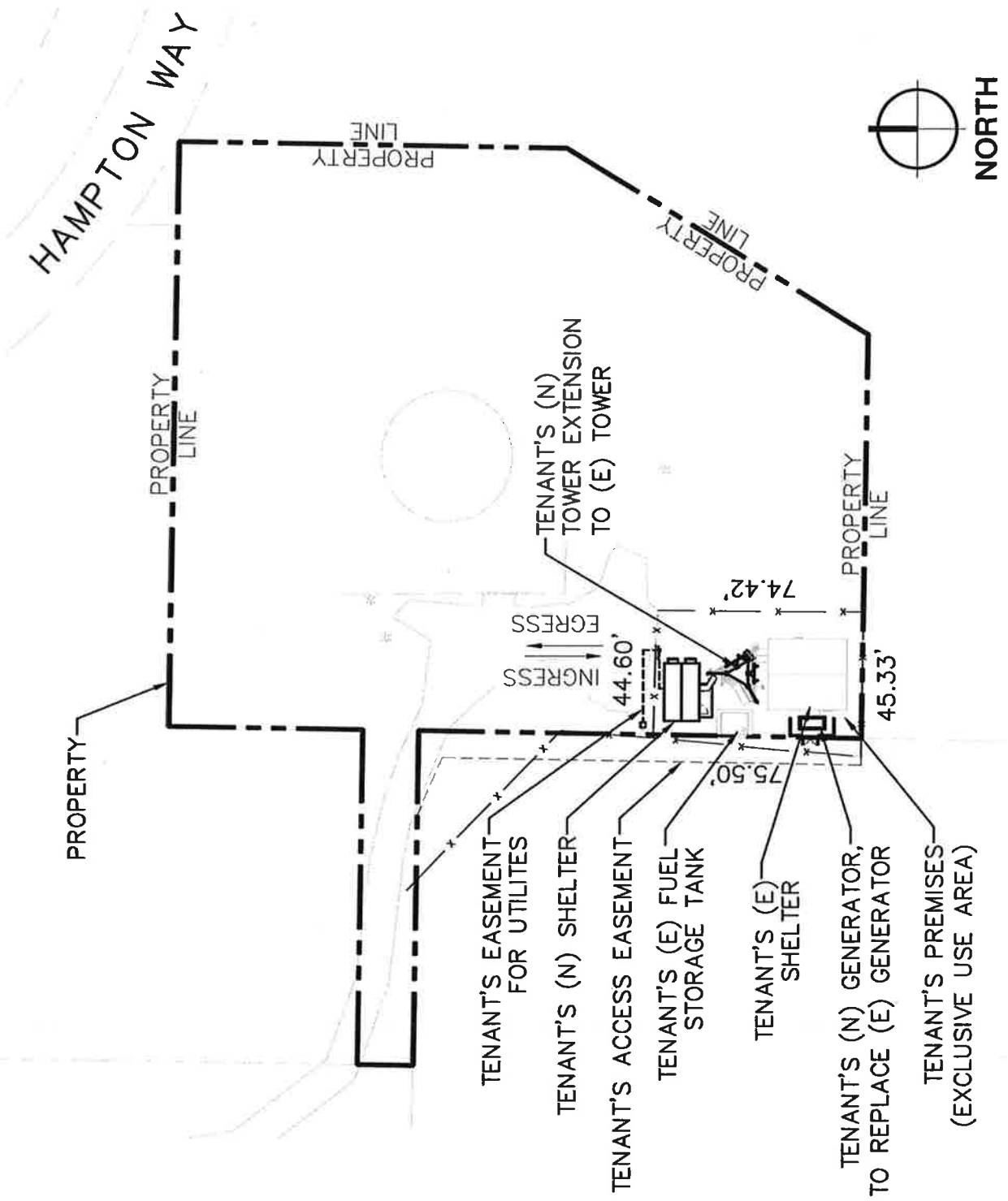


EXHIBIT C
DESCRIPTION OF EASEMENTS

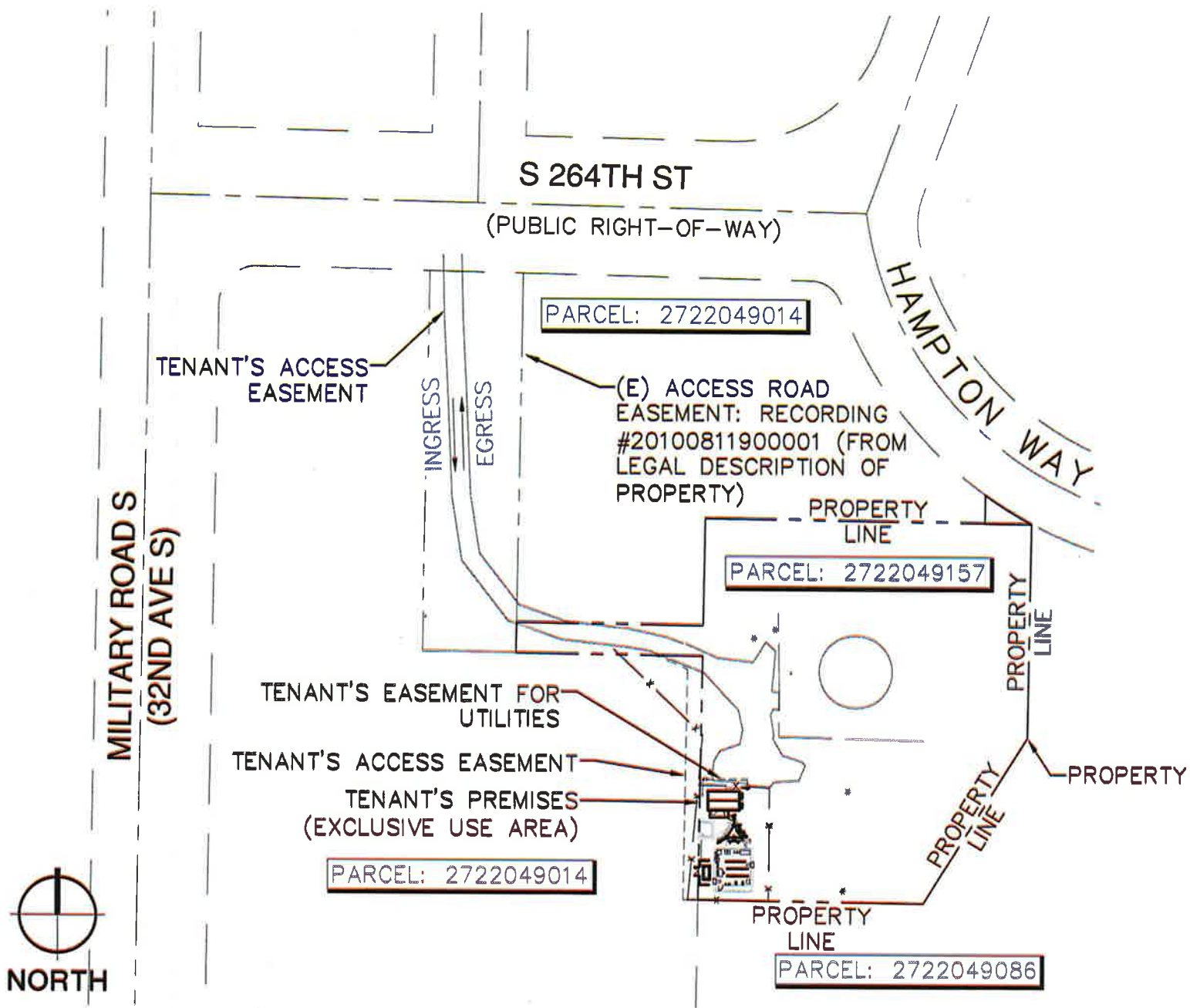


EXHIBIT D

VALLEYCOMM FACILITIES TO BE ACQUIRED BY KING COUNTY/PSERN

- 140ft tower
- 60kw diesel generator
- 24'4" x 22'4" (543 sq.ft.) equipment shelter, including the utilities and HVAC therein
- 2,000-gallon fuel storage tank

SCOPE OF WORK FOR THE IMPROVEMENTS TO BE COMPLETED BY KING COUNTY/PSERN

- Extend the existing 140ft tower by 20ft to 160ft
- Install two (2) microwave dishes and six (6) omni-directional antennas on the existing extended tower
- Replace the existing 60KW diesel generator with a new 80KW diesel generator
- Install a new sound-attenuating fence and gate around the new generator
- Install a new 12'x20' prefabricated equipment shelter
- Install a new ice bridge and cable tray from the new shelter to the existing tower
- Trenching from the existing Puget Sound Energy (PSE) pad-mounted transformer (located just north of the existing compound fence) to a new H-Frame with meter and disconnect just inside the fence. This is required for King County's new 120/240V 200A service from PSE

EXHIBIT E

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Tenant shall procure and maintain, for the duration of this Lease, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Tenant's operation and use of Landlord's facilities.

Tenant maintains a fully funded self-insurance program for the protection and handling of the Tenant's liabilities including injuries to persons and damage to property.

Landlord acknowledges, agrees and understands that Tenant is self-funded for all of its liability exposures. Tenant agrees, at its own expense, to maintain, through its fully funded self-insurance program, coverage for all of its liability exposures for this Lease. Tenant agrees to provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded insurance program and will provide Landlord with a letter of self-insurance as adequate proof of coverage. Landlord further acknowledges, agrees and understands that Tenant does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore Tenant does not have the ability to name Landlord as an additional insured.

If Landlord is not a governmental agency which maintains a fully funded self-insurance program in accordance with applicable law, Landlord will maintain commercial general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on ISO Form CG 00 01 or equivalent, and will include Tenant as an additional insured with respect to claims arising out of or related to this Lease.

Landlord shall carry "All Risk" property insurance in an amount equal to the full replacement value of its structures and improvements on the Property.

Tenant shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all of its improvements and personal property located on the Premises or shall self-insure improvements and personal property on the Premises.

Notwithstanding any language to the contrary contained in this Lease, Landlord and Tenant agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance or required to be covered under this Lease and each hereby releases the other from any such claim or liability regardless of the cause of such loss.

Tenant agrees to ensure all contractors, sub-contractors, consultants or other parties utilized by Tenant to perform work on Landlord's Property are fully insured to the extent of coverage specified in Subsection II of this Exhibit E.

II. Specific Insurance Requirements

If Tenant ceases to maintain the aforementioned program of self-insurance, Tenant shall obtain insurance of the types and limits described below:

A. Minimum Scope of Insurance.

1. **Commercial General Liability** insurance shall be written on Insurance Services Office ("ISO") occurrence form at least as broad as CG 00 01 and shall cover premises liability, contractual liability, products-completed operations liability, and independent contractors liability. The Landlord shall be named as an additional insured on Tenant's commercial general liability insurance policy using a form at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.
2. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. Minimum Amounts of Insurance.

1. **Commercial General Liability** insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for commercial general liability insurance:

1. Tenant's insurance coverage shall be primary insurance with respect to the Landlord. Any insurance or self-insurance coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.
2. Tenant is contractually obligated to provide at least 30 days prior notice to Landlord in the event of cancellation of any coverage related to this Lease.
3. Tenant's insurance coverage shall be written on an occurrence basis only. Claims made coverage is not acceptable.

D. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-,VII.

E. Verification of Coverage.

If Tenant ceases to maintain the aforementioned program of self-insurance, upon Landlord's request, Tenant shall furnish Landlord with original certificates of insurance and a copy of the additional insured endorsement, evidencing the insurance requirements of the Tenant, and Landlord shall be named as an additional insured.

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Commute Trip Reduction Grant – Accept

MOTION: Authorize the Mayor to sign the Transportation Demand Management Implementation Agreement, WSDOT #GCB2755, subject to final terms and conditions acceptable to the Public Works Director and the City Attorney.

SUMMARY: This agreement is between the Washington State Department of Transportation and the City of Kent. The City is required by state law to enforce the commute trip reduction provisions in chapter 70.94 RCW. The City is then reimbursed by the State for costs incurred based on a formula devised by the State Department of Transportation, Public Transportation Office.

This Agreement allocates \$106,007 for two years of funding for the implementation of the Commute Trip Reduction (CTR) Program mandated by RCW 70.94.527 for the 2017-2019 project term.

The grant funds will be used to provide support to businesses required to participate in the CTR Program. In addition, the CTR Program represents citywide interests in traffic reduction and the promotion of alternative transportation modes to any interested area business.

EXHIBITS: 2017-2019 WSDOT Transportation Demand Management Implementation Agreement and 2017-2019 Commute Trip Reduction Administrative Work Plan

RECOMMENDED BY: Public Works Committee

YEA: Fincher, Ralph, Higgins **NAY:** N/A

BUDGET IMPACTS: There is no required match to this state grant.

This page intentionally left blank.

Transportation Demand Management Implementation Agreement							
Washington State Department of Transportation 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 Contact Person: Kathy Johnston 360-705-7845	Contractor City of Kent 440 West Gowe Kent, WA 98032 Contact Person: Antje Kablitz 253-856-5583						
Project Cost: <table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">State Funds</td> <td style="text-align: right;">\$106,007</td> </tr> <tr> <td style="text-align: right;">Contractor Funds</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td style="text-align: right;">Total Project Cost</td> <td style="text-align: right;">\$106,007</td> </tr> </table>	State Funds	\$106,007	Contractor Funds	\$ 0	Total Project Cost	\$106,007	Federal ID #: 91-6001254 Scope of Project: As set forth in Exhibit 1, Project Scope of Work.
State Funds	\$106,007						
Contractor Funds	\$ 0						
Total Project Cost	\$106,007						
Agreement Number: GCB2755	UPIN: PTTD816						
Term of Project: July 1, 2017 through June 30, 2019	Service Area: Kent						

This AGREEMENT is entered into by the Washington State Department of Transportation, hereinafter referred to as “WSDOT” and the Contractor identified above, hereinafter referred to as “CONTRACTOR”, and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES.”

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the state’s leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers (“GTEC”) in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State’s first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management (“Strategies”); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2017, Chapter 313 Section 220 (6) and (7), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2017-2019 biennial appropriations to WSDOT; and

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the Washington State Legislature;

NOW, THEREFORE, in consideration of terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit 1, “Project Scope of Work,” and Exhibit 2, “Project Progress Reports,” Exhibit 3, Invoice Voucher Template and Exhibit 4, Final Project Progress Report, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through RCW 70.94.555, hereinafter known as the "Project."

B. If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 22 of this AGREEMENT, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. The CONTRACTOR must also assume full responsibility for compliance with Federal Highway Administration's (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>, and any amendments thereto; and/or the Federal Transit Administration Master Agreement 23, which may be found here, <https://www.transit.dot.gov/sites/fta.dot.gov/files/FTA%20Master%20Agreement%20FY2017%20-%202010-1-2016.pdf>, and any amendments thereto.

Section 2
Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in Exhibit 1, "Project Scope of Work," attached hereto and by this reference is incorporated into this AGREEMENT.

Section 3
Term of Project

The CONTRACTOR shall commence, perform and complete the Project within the time defined in the caption space header above titled "Term of Project" of this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header above entitled "Term of Project" and all caption space headers above are by this reference incorporated into this AGREEMENT as if fully set forth herein.

Section 4
Project Costs

The total reimbursable cost to accomplish the Project Scope of Work shall not exceed the "State Funds" detailed in the caption space header above titled "Project Costs." The CONTRACTOR agrees to expend eligible "State Funds" together with any "Contractor Funds" identified above in the caption space header "Project Costs," in an amount sufficient to complete the Project as detailed in Exhibit 1, "Project Scope of Work." If at any time the CONTRACTOR becomes aware that the cost that it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the caption space titled "Project Costs" above, the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

Section 5
Reimbursement and Payment

A. Payment will be made with State Funds by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 7 – Progress Reports may delay payment. The CONTRACTOR must submit an invoice using either State of Washington Form A-19 (Invoice Voucher), a copy of which is attached hereto as Exhibit 3 and by this reference incorporated into this AGREEMENT or a format approved by WSDOT. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled "Term of Project" during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 6
Project Records

The CONTRACTOR agrees to establish and maintain for the Project, either a separate set of accounts or, accounts within the framework of an established accounting system in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 7
Progress Reports

The CONTRACTOR shall submit quarterly progress reports to WSDOT so that WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The progress reports shall be prepared as prescribed by WSDOT on the forms provided in Exhibit 2, "Project Progress Report" and/or as provided and modified by WSDOT staff, attached hereto and by this reference incorporated into this AGREEMENT. The CONTRACTOR shall provide a final progress report, as prescribed in Exhibit 4, "Final Project Progress Report" and/or as provided by WSDOT staff, attached hereto and by this reference incorporated into this AGREEMENT, with any changes to the form applied according to the agreement modification process in Section 9. Progress reports shall be submitted to WSDOT no later than forty-five (45) days from the end of each calendar quarter.

Section 8
Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 9
Agreement Modifications

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Project. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the project title, federal ID number, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such increase in funding.

C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such reduction of funding.

Section 10
Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 11

Disputes

A. If the PARTIES cannot resolve by mutual agreement, a dispute arising from the performance of this AGREEMENT the CONTRACTOR may submit a written detailed description of the dispute to the WSDOT Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the WSDOT Public Transportation Statewide Transportation Demand Management Programs Manager's designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten calendar (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. In connection with any such appeal the CONTRACTOR shall be afforded an opportunity to offer material in support of its position. The CONTRACTOR's appeal shall be decided in writing within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 12

Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. **Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT to reflect the termination date and reason for termination.

Section 13 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 14 Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by CONTRACTOR of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

Section 15 WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

Section 16 Limitation of Liability and Indemnification

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 17
Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County.

Section 18
Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable State laws and regulations, including, but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336, including any amendments thereto which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

Section 19
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 20
Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 21
Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

Section 22
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

APPROVED AS TO FORM BY:

Susan Cruise

Assistant Attorney General

9/11/2017

Date

EXHIBIT 1
Project Scope of Work

Commute Trip Reduction (CTR)

1. Scope of Work

A. Administrative Work Plan

The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

1. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
2. The administrative work plan budget shall identify how the CONTRACTOR will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT that will be used to complete each task.
3. The administrative work plan must be approved in writing by the WSDOT Project Manager, and shall be incorporated as a written amendment to the AGREEMENT. The administrative work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR and shall be incorporated as a written amendment to this AGREEMENT.

B. Work to be Performed

The county or city, whichever applies, has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521 through RCW 70.94.555. The CONTRACTOR agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the applicable county or city ordinance.

C. Use of State Funds for Incentives//

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

D. Quarterly Progress Reports and Invoices

The CONTRACTOR agrees to submit to WSDOT complete quarterly progress reports, as specified by WSDOT in Section 7 – Progress Reports of the AGREEMENT, in Exhibit 2, “Project Progress Report”, and as integrated with the deliverables identified in the administrative work plan, along with all invoices in accordance with Section 5 – Reimbursement and Payment of the AGREEMENT. All invoices shall be complete and accurately reflect actual State funded expenditures. Only those activities identified in the CONTRACTOR’S approved administrative work plan will be reimbursed by WSDOT.

E. Final Progress Report

The CONTRACTOR agrees to submit to WSDOT a final progress report, a template of which is attached hereto as Exhibit 4, “Final Project Progress Report,” to replace the last quarterly progress

report in the period of the AGREEMENT. The final progress report shall provide an estimate of any other financial resources not provided in this AGREEMENT that were used to complete each task and shall provide a list of the funds provided in this AGREEMENT that were disbursed by the CONTRACTOR to its eligible contracting partner(s).

F. Funding Distribution

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by RCW 70.94.544, and by ordinances adopted pursuant to RCW 70.94.527(5).

G. Implementation Plans

The CONTRACTOR shall incorporate appropriate sections of the Project Scope of Work and incentives guidance, as well as the approved administrative work plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

H. Appeals and Modifications

The CONTRACTOR shall maintain an appeals process consistent with the Administrative Procedures section contained in the CTR Guidelines which may be obtained from WSDOT or found at <http://www.wsdot.wa.gov/Transit/CTR/law.htm>.

I. Coordination with Regional Transportation Planning Organizations (RTPO)

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

J. Survey Coordination

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for commute trip reduction employer surveys.

K. Planning Data

The CONTRACTOR agrees to provide WSDOT with the program goals established for newly affected worksites when they are established by the local jurisdiction. The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

L. Database Updates

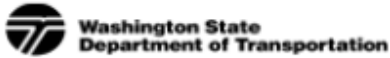
The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

EXHIBIT 2
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from administrative work plan)</i>	<ul style="list-style-type: none"> • 		
Completed activities this quarter			
<ul style="list-style-type: none"> • 			
Planned activities for next quarter			
<ul style="list-style-type: none"> • 			
Describe issues, risks or challenges and resolutions			
<ul style="list-style-type: none"> • 			
Estimated expenditures of state funds for this quarter			
<ul style="list-style-type: none"> • 			

EXHIBIT 3
Invoice Voucher Template



MINORITY BUSINESSES
MARK BOX(ES) IF APPROPRIATE

INVOICE VOUCHER

M
W
E

Email a scan of the signed original with supporting documents if required to
PTDInvoices@wsdot.wa.gov and Cc to the assigned Community Liaison
Subject: 0 0

VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO)	VENDOR'S CERTIFICATE. I hear by certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and / or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age. BY (SIGNATURE IN INK)
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (for reporting personal service contract payments to I.R.S)	TITLE DATE

INSTRUCTIONS TO VENDOR OR CLAIMANT: Show complete detail for each item below.

DATE	DESCRIPTION	CURRENT EXPENDITURES
	TDM Implementation/Administration and Employer Support	
	Employer Training/Networking	
	Total Billed This Period	\$0.00

AGREEMENT	PROGRAM DESCRIPTION	BILLING PERIOD	INVOICE NUMBER
	2015-17 TDM Implementation		0

FOR WSDOT ONLY

ACCOUNTING CLASSIFICATION

JOB NUMBER	WORK OP	SUB OBJ	ORG NUMBER	NET AMOUNT	VOUCHER #	
2P6773-	0723	NZ13	631020	\$0.00		Reviewed by Community Liaison Date
						Approved by Business Services Staff Date

EXHIBIT 4
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2015-2017	Date:	
Organization:		Agreement number:	GCB
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
	•		
Deliverables: <i>(from administrative work plan)</i>	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s) and/or work plans/scope of work?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s) and/or work plans/scope of work?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Estimated funds spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursement
Total disbursement:		

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Grievance Procedure – Americans with Disabilities Act – Authorize

MOTION: Adopt Resolution No. _____, adopting a formal City of Kent Grievance Procedure in compliance with the Americans with Disabilities Act (ADA).

SUMMARY: Local governments with 50 or more employees are required to adopt and publish procedures for resolving grievances arising under Title II of the Americans with Disabilities Act (ADA). Grievance procedures set out a system for resolving complaints of discrimination in a prompt and fair manner.

These procedures may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Kent. The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination or unaccommodated barriers to access.

In addition to the Grievance Procedure, City staff developed an Accessibility Request that will be added to the website and used by the public to submit accessibility requests for a wide variety of issues directly to the ADA Coordinator. The ADA Coordinator would then send the request to the applicable department to investigate the issue. Every effort will be made to resolve complaints informally and expediently at the city level based on requests for accommodation.

EXHIBITS: Grievance Procedure under the Americans with Disabilities Act
Request for Accommodation and Resolution

RECOMMENDED BY: Public Works Committee

YEA: Ralph, Fincher, Higgins **NAY:** N/A

BUDGET IMPACTS: Requests for accommodation and/or grievances will be addressed on a case by case basis.

This page intentionally left blank.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Kent, Washington, adopting a policy outlining a grievance procedure under the Americans with Disabilities Act.

RECITALS

A. The Americans with Disabilities Act of 1990 (“ADA”) requires that cities with more than 50 employees establish a grievance procedure for individuals who wish to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the city.

B. The grievance procedure must designate at least one employee to act as the ADA Coordinator and investigate any complaints that the city has violated Title II of the ADA.

C. The grievance procedure must be adopted and publicized.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

RESOLUTION

SECTION 1. – *Adoption.* The city of Kent adopts a policy entitled “City of Kent Grievance Procedure under The Americans with Disabilities Act,” attached hereto and incorporated as **Exhibit A.**

SECTION 2. – *Severability.* If any one or more section, subsection, or sentence of this resolution is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

SECTION 3. – *Corrections by City Clerk.* Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this resolution, including the correction of clerical errors; resolution, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

SECTION 4. – *Effective Date.* This resolution shall take effect and be in force immediately upon its passage.

PASSED at a regular open public meeting by the City Council of the City of Kent, Washington, this _____ day of _____, 2017.

CONCURRED in by the Mayor of the City of Kent this _____ day of _____, 2017.

SUZETTE COOKE, MAYOR

ATTEST:

KIMBERLEY A. KOMOTO, CITY CLERK

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

CITY OF KENT

Grievance Procedure under The Americans with Disabilities Act

A. Overview

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Kent. The City's Personnel Policy governs employment-related complaints of disability discrimination. The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination or unaccommodated barriers to access. Every effort will be made to resolve complaints informally at the city level.

B. Procedures

Any individual, group of individuals or entity that believes they have been subjected to discrimination or faced unaccommodated barriers to access as defined by the ADA may file a written complaint with the City's ADA Program Coordinator using the procedure outlined below.

1. FILING A COMPLAINT (GRIEVANCE)

Contents of the Complaint

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

Deadline to File a Complaint

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation.

Where to File a Complaint

The complaint should be submitted to:

Chris Hills, Risk Manager and ADA Program Coordinator
City of Kent
City Clerk's Office
220 Fourth Avenue South
Kent, WA 98032
chills@kentwa.gov

2. RESOLUTION OF THE GRIEVANCE (COMPLAINT)

Review by the ADA Coordinator

Upon receiving the written complaint, the ADA Program Coordinator, in consultation with other city staff, will determine if an external entity should conduct the investigation. If the complaint is against the City of Kent, the city may request that an external entity conduct the investigation. If the complaint is against an entity under contract with the city, the

appropriate department and/or division will be notified of the complaint within 15 calendar days, and the city will determine if an external entity should conduct the investigation.

Meeting with the ADA Coordinator

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee, will meet with the complainant to discuss the complaint and the possible resolutions.

Response from ADA Coordinator

Within 60 calendar days of receipt of the complaint, the ADA Coordinator or his/her designee, will prepare a written investigative report for the appropriate department director and Chief Administrative Officer. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for resolution.

Appeal of Response from ADA Coordinator

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Chief Administrative Officer.

Response to Appeal from Chief Administrative Officer

Within 15 calendar days after receipt of the appeal, the Chief Administrative Officer or his/her designee, will schedule a time to meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Chief Administrative Officer or his/her designee will respond in writing and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint or with a date by which a final resolution will be issued.

3. RETENTION OF COMPLAINT FILES

All written complaints received by the ADA Coordinator, appeals to the Chief Administrative Officer, or their designees, and responses from these two offices will be retained by the City of Kent in accordance with the City's adopted records retention policy.

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: U.S. Geological Survey Joint Funding Agreement – Authorize

MOTION: Authorize the Mayor to sign the federal fiscal year 2018 Joint Funding Agreement for Water Resources Investigations between the City of Kent and the U.S. Geological Survey subject to final terms and conditions acceptable to the Public Works Director and City Attorney.

SUMMARY: This is an on-going partnership with the City of Kent and the U.S. Geological Survey (USGS) for stream data collection. For federal fiscal year 2018, the City of Kent will contribute \$75,590 to the total annual program costs of \$117,715 with the USGS and the City of Tukwila providing the remainder.

These gages provide valuable information on stream and weather conditions, including water surface elevations, flow levels and amounts of precipitation. This information is used to calibrate stream flow models and increase the accuracy of City designs. In addition the internet link allows staff and the public to monitor stream flow levels from remote locations at real-time.

The stream flow measured by the gage at Rock Creek and Kent Kangley Road is included in the Clark Springs Habitat Conservation Plan as a criterion to determine the City's augmentation of flows in Rock Creek from October through December.

This agreement will provide for operation, maintenance, and data collection at six gages. Two are located on Mill Creek, one on Springbrook Creek, two on Rock Creek, and one on the Green River.

The gage information is available to the public real-time at:
<http://waterdata.usgs.gov/wa/nwis/current?type=flow>.

EXHIBITS: Joint Funding Agreement

RECOMMENDED BY: Public Works Committee

YEA: Fincher, Ralph, Higgins **NAY:** N/A

BUDGET IMPACTS: Costs for this contract will be charged to the Water Utility for the Rock Creek gages and to the Stormwater Utility for the Green River, Mill and Springbrook gages.

This page intentionally left blank.

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000000723 FY18
Agreement #: 18WNWA09800
Project #: 97229EU
TIN #: 91-6001254
Fixed Cost Agreement Yes No

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the **1st** day of **OCTOBER 2017**, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Kent**, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a **fixed-cost agreement for operation and maintenance of streamgaging stations at the Green River, and Springbrook, Mill and Rock Creeks**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of **\$N/A**.

by the party of the first part during the period

(a) **\$42,125** **OCTOBER 1, 2017 to SEPTEMBER 30, 2018**

by the party of the second part during the period

(b) **\$75,590** **OCTOBER 1, 2017 to SEPTEMBER 30, 2018**

- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :
- \$

Description of the USGS regional/nations program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties..
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon

- request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **QUARTERLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey United States Department of the Interior	Name of Customer City of Kent
USGS Point of Contact	Customer Point of Contact

Name: Mark Mastin
Address: 934 Broadway St, STE 300
Tacoma, WA 98402

Name:
Address:

Telephone: (253) 552-1609
Email: mcmastin@usgs.gov

Telephone:
Email:

Signatures

Signatures

By Cynthia Barton Date 9-20-17

By _____ Date _____

Name: **Cynthia Barton, Ph.D., L.G., L.H.G.**
Title: **Center Director, USGS Washington Water Science Center**

Name:
Title:

By _____ Date _____

By _____ Date _____

Name:
Title:

Name:
Title:

By _____ Date _____

By _____ Date _____

Name:
Title:

Name:
Title:



TO: City Council

DATE: October 17, 2017

SUBJECT: Internal Financing – Phase 1 LID 363 Project – Ordinance – Adopt

MOTION: Adopt Ordinance No. _____, approving the internal financing for Phase 1 of the Local Improvement District 363 Project in an amount not to exceed \$3,200,000.

SUMMARY: Internal financing for Phase 1 of Public Works LID 363 224th Street Project in an amount of \$3,200,000 will be funded from the Sewerage Operating Fund.

The interfund loan will be paid back in annual installments of \$350,306.58 over a period not to exceed 10 years. The source of funds is future LID 363 collections. LID 363 collections are scheduled through 2027 with an average annual payment to the City of \$527,000. Annual debt payments will be made by the finance department from those LID collections. The debt service schedule is set forth in Exhibit A, which is attached and incorporated into the ordinance.

Unless modified by the City Council, the term of the internal financing shall not exceed 10 years and the annual interest rate is to be the higher of 1.68% or the annualized interest rate earned on the investments in the Local Government Investment Pool. The interest rate will be reviewed at the end of each fiscal year and the debt service recalculated if necessary. There is no penalty for early payment of the debt. Any payment above the required annual amount of \$350,306.58 will be applied to principal and interest on outstanding principal will be recalculated.

As provided in the City's new Debt Management Policy, the City will issue long-term debt for capital projects which cannot reasonably be financed on a pay-as-you-go funding strategy from anticipated cash flows. The City may issue interfund loans rather than outside debt as a means of financing capital improvements. The issuance of an interfund loan is permissible only after an analysis of the loaning fund indicates that excess funds are available and the use of these funds will not impact the loaning fund's current operations or constitute a permanent diversion of funds.

EXHIBITS: Ordinance

RECOMMENDED BY: Operations Committee

YEA: Boyce, Thomas, Ralph **NAY:** N/A

BUDGET IMPACT: \$350,306.58 annual debt service paid from LID collections

This page intentionally left blank.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Kent, Washington, approving an internal financing for Phase 1 of the LID 363 South 224th Street Project not to exceed \$3,200,000. The Council approves a ten (10) year repayment schedule for the long-term internal financing.

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

ORDINANCE

SECTION 1. - Internal Financing. The City Council approves the internal funding for Phase 1 of the LID 363 South 224th Street Project to come from the following sources and amounts:

Sewerage Operating Fund: \$3,200,000

The interfund loan will be internally financed over a period not to exceed ten (10) years and will include interest. The total cost for this phase of the project is \$22.8 million.

SECTION 2. - Repayment. The interfund loan will be paid back in annual installments of \$350,306.58 over a period of not to exceed ten (10) years. The source of funds is future LID 363 collections. LID 363

collections are scheduled through 2027 with an average annual payment to the City of \$527,000. Annual debt payments will be made by the finance department from those LID collections as summarized and set forth in Exhibit A, which is attached and incorporated into this ordinance.

SECTION 3. - Financing Terms. Unless modified by the City Council, the term of the internal financing shall be not exceed ten (10) years and the annual interest rate is to be the higher of 1.68% or the annualized interest rate earned on the investments in the LGIP (Local Government Investment Pool). The interest rate will be reviewed at the end of each fiscal year and the debt service recalculated if necessary. There is no penalty for early payment of the debt. Any payment above the required annual amount of \$350,306.58 will applied to principal and interest on outstanding principal will be recalculated.

SECTION 4. - Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and that remaining portion shall maintain its full force and effect.

SECTION 5. - Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state or federal laws, codes, rules, or regulations.

SECTION 6. - Effective Date. This ordinance shall take effect and be in force five (5) days from and after its publication, as provided by law.

SUZETTE COOKE, MAYOR

Date Approved

ATTEST:

KIMBERLY A. KOMOTO, CITY CLERK

Date Adopted

Date Published

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

EXHIBIT A					
General Obligation Note					
Interfund Note from Sewer Fund to Streets Capital Projects Fund					
LID 363 - Project R90094					
Repayment Schedule ¹					
Original Principal Amount	\$ 3,200,000.00				
Interest Rate	1.68%				
Loan Years	10				
Note Dated	1/1/2018				
Maturity	12/31/2027				
Payments	(\$350,306.58)				
Date	Beginning Balance	Estimated/ Actual Interest	Estimated/ Actual Principal	Total Payment	New Balance
12/31/2018	\$ 3,200,000.00	53,760.00	296,546.58	350,306.58	2,903,453.42
12/31/2019	2,903,453.42	48,778.02	301,528.56	350,306.58	2,601,924.86
12/31/2020	2,601,924.86	43,712.34	306,594.24	350,306.58	2,295,330.62
12/31/2021	2,295,330.62	38,561.55	311,745.03	350,306.58	1,983,585.59
12/31/2022	1,983,585.59	33,324.24	316,982.34	350,306.58	1,666,603.26
12/31/2023	1,666,603.26	27,998.93	322,307.65	350,306.58	1,344,295.61
12/31/2024	1,344,295.61	22,584.17	327,722.41	350,306.58	1,016,573.20
12/31/2025	1,016,573.20	17,078.43	333,228.15	350,306.58	683,345.05
12/31/2026	683,345.05	11,480.20	338,826.38	350,306.58	344,518.67
12/31/2027	344,518.67	5,787.91	344,518.67	350,306.58	-
		303,065.79	3,200,000.00	3,503,065.79	
Notes:					
¹ Assessment payments from LID 363 will be 100% applied to the repayment of this loan.					
Interest calculated for 92 days for 2017					
Interest rate - 5 Year Treasury as of 9/8/17					



TO: City Council

DATE: October 17, 2017

SUBJECT: Interagency Agreement – DUI Operations and Training – Authorize

MOTION: Authorize the Mayor to sign an interagency agreement, also to be signed by the Presiding Judge, between the Washington Traffic Safety Commission and Kent Municipal Court, subject to final contract terms and conditions acceptable to the City Attorney and Kent Municipal Court.

SUMMARY: The Kent Municipal Court wishes to enter into an interagency agreement with the Washington Traffic Safety Commission for grant funding for the DUI court. The grant funds will be used to cover operational costs of the DUI court, and will reimburse expenses of the Kent Municipal Court, city prosecutors, public defenders, and probation officers. As a result, it is appropriate for council to approve the interagency agreement.

The current grant fund request will cover the following items:

- \$10,540: 2018 NADCP Conference, Houston TX
- \$20,000: Alcohol and Drug Assessments
- \$69,123: Urinalysis Testing equipment and sample testing
- \$1000: Bus passes and transportation costs
- \$15,600: Interpreter costs
- \$500 Recognition and Rewards
- \$27,456: Non-benefited 24hr per week employee to assist with UA collection and case management

EXHIBITS: Agreement; June 21, 2016 Informational Packet for Operations Committee

RECOMMENDED BY: Operations Committee

YEA: Boyce, Thomas, Ralph **NAY:** N/A

BUDGET IMPACTS: None for 2017-2019. There may be a budgetary impact in 2020.

This page intentionally left blank.



INTERAGENCY AGREEMENT

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

City of Kent

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and City of Kent, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project AG -1826-Kent Municipal DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2017, and remain in effect until September 30, 2018 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

Summary: Proposal Details: Kent Municipal Court has implemented a therapeutic DUI court utilizing the 10 guiding principles

established by the National Center for DUI Courts. Our target population of high risk/high need offenders will be better served through our DUI court, which will utilize intensive supervision and monitoring, with an emphasis on treatment and recovery in order to reduce recidivism, reduce traffic fatalities and injuries, and reduce the cost of lengthy incarcerations.

Problems to be addressed: DUI offenders with multiple prior convictions pose a serious danger to our community. Currently, our jurisdiction uses incarceration as the sole means of protecting our community from these offenders. This model does not address the underlying issues of dependency and addiction and therefore does not create long term success for the defendant or the community. Our DUI court will reduce traffic fatalities and injuries caused by drivers under the influence of alcohol and/or drugs, by reducing recidivism for our most dangerous offenders. Use of DUI courts is considered a proven strategy to control repeat offenders under the Target Zero Plan. By focusing our attention on high risk/high need offenders, we believe we will have the most success in reach long term adherence to recovery and thereby increase public safety and decrease recidivism.

Goals of the Project:

Utilize a therapeutic DUI court to address the danger that high need/high risk offenders pose to our community. Continued development and operation of a DUI court is critical as long-term incarceration does not reduce recidivism for those who have an alcohol/dependence diagnosis. DUI court will emphasize treatment and intense supervision for our participants and hence improve their adherence to recovery, while increasing community safety.

Operate a comprehensive and intensive program to reduce the incidence of impaired driving. This will be accomplished through immediate screening, timely and accurate alcohol/drug assessments, mandatory sentencing into DUI court, and intense supervision and monitoring of repeat DUI offenders in accordance with Washington State's Traffic Zero Plan (5.1B). This goal will achieve reductions in recidivism for high need/high risk offenders by integrating the criminal justice system and treatment systems to reach greater participant success in recovery; provide intensive court and probation supervision by incorporating frequent alcohol and drug testing, and lastly to establish a financial support system to provide resources to participants on an as needed basis for the initial alcohol/drug assessments, transportation, alcohol and drug testing, and other various forms of support identified.

Shift our current court culture away from lengthy jail sentences towards focusing on recovery through individualized treatment success, thereby reducing the average number of days served in jail for these offenders while improving public safety and offender accountability.

Strategies Used to Accomplish our Goals

Continued development of our specialized therapeutic DUI court, utilizing the 10 guiding principles emphasized at our training and assuring fidelity to the DUI court model (Target Zero 5.1.A2).

Develop and strictly adhere to a system of centralized screening, assessment, referral and monitoring system for high need/high risk DUI target population.

Ongoing self-assessment of program efficiency through frequent team strategy meetings, participant feedback and continued training.

Objective 1: Reduce the average length of stay in jail for high risk/high need offenders to less than 242 days.

Deliverable 1a. Early identification of DUI court eligible participants

Deliverable 1b. Collaborate with outside agencies for global resolutions on outstanding criminal charges

Completed by: 9/28/2018

Measures: Average length of stay for 3rd offense DUI less than 242 days in Kent Municipal Court jail

Objective 2: Reduce the time between the arrest date and treatment entry date for high risk/high need offenders to less than 150 days.

Deliverable 2a. Early identification of DUI court eligible participants

Deliverable 2b. Arrange for timely alcohol and drug assessments while participants are in custody servicing their mandatory minimum sentences

Completed by: 9/28/2018

Deliverable 2c. Direct hire or contract with a chemical dependency evaluator to provide thorough, trusted and timely alcohol and drug evaluations

Completed by: 6/29/2018

Measure: Participants enter into alcohol and drug treatment within 150 days from date of arrest

Objective 3: Identify and capture critical program data for evaluation by working in conjunction with the team, input from Shannon Carey, and assistance from NCDC and future training's.

Deliverable 3a: Locate and collaborate with a DUI court evaluator to assure we have identified and are collecting the critical data necessary to support our program

Completed by: 9/28/2018

Measure: Prepare statistical analysis of program participants from 10/01/2017 through 09/30/2018

Objective 4: Forge three community partnerships to assure participant support and program sustainability.

Deliverable 4a: Identify community partners who are willing to collaborate with DUI court

Deliverable 4b: Vet best matches for community needs and DUI participant needs

Deliverable 4c: Memorialize joint commitment to DUI court with community partners

Completed by: 9/28/2018

Measure:

Results of collaboration with new community partners

3.1. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed by Date
Reduce the average length of stay in jail for high risk/high need offenders to less than 242 days	09/28/2018
Reduce the time between the arrest date and treatment entry date for high risk/high need offenders to less than 150 days	09/28/2018
Identify and capture critical program data for evaluation by working in conjunction with the team, input from Shannon Carey, and assistance from NCDC and future trainings.	09/28/2018
Forge three community partnerships to assure participant support and program sustainability.	09/28/2018

3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$144,219.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	\$27,456.00
Travel (includes in-state and out-of-state travel):	\$7,040.00
Contract Services (usually involves a 3rd party service provider):	\$104,723.00
Equipment (listed in the table below):	
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees):	\$5,000.00
Indirect Costs	\$0.00
TOTAL:	\$144,219.00

Employee salary and benefits:

Part time 24 hours non-benefited employee to assist in UA collection and provide case management services to DUI court participants \$22.00 per hour/\$27,456 annual
 Budget Category Total \$27,456

Travel:

NADCP Training in Houston Texas, 2018 \$7,040

Contract Services:

Alcohol and drug evaluations \$20,000
 Urinalysis supplies \$25,923
 Urinalysis Testing \$43,200
 Interpreter Services \$15,600
 Budget Category Total \$104,723

Good and Other Expenses

Registration for NADCP Training in Houston \$3,500
 Bus passes and other means of transportation services \$1,000

Award and Recognition items \$500
(Items under this category must be pre-approved by the WTSC)

Budget Category Total \$5000

GRAND TOTAL \$144,219.00 *

*the original grant awarded included a \$3290.00 allocation to pay for a probation officer to obtain her CDP Certification. Since the grant award, the probation officer has changed her mind and we are not seeking these funds. Hence the difference between the original \$147,509.00 request and the new total of \$144, 219.00.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement.

-

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

-

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

-

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

-

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC or its pre-approved equivalent. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2018, **must be received by WTSC no later than August 10, 2018**. All invoices for goods received or services performed between July 1, 2018, and September 30, 2018, **must be received by WTSC no later than November 15, 2018**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision

applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

-

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

-

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

-

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

-

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will

determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

-

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

-

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE Certifications and Assurances for Highway Safety Grants (23 CFR PART 1300 Appendix A):

-

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds.

Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete

and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

-

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

-

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of

employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Tami Perdue tperdue@kentwa.gov 253-856-5776	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Kent

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Bill of Sale for Stryker Business Center Phase 2 WULF – Accept

MOTION: Authorize Council to accept the Bill of Sale from Stryker Business Center Phase 2 Wulf for:

Watermains, including:

- 16 gate valves at \$760.00 each and 4 hydrants at \$2,500 each.
- 1,433 linear feet of 12" Ductile Iron at \$125 per LF, 78 linear feet of 6" Ductile Iron at \$65 per LF and 37 linear feet of 4" Ductile Iron at \$65 per LF.

Frontage Improvements:

- On South 212th Street from 64th Avenue South to 59th Place South, including 1,390 linear feet at \$48 per L.F. of concrete sidewalk with a 10 foot width to 6 foot width, 4 new signal poles, lights, curb ramps, etc. at \$125,000 each.
- On 59th Place South from South 212th Street to 640 feet north of the center line of S 212th Street, including 624 linear feet at \$85 per L.F. of 7' concrete sidewalk, curb and gutter, and widening asphalt pavement.

Storm Sewers:

- On 59th Place South from South 212th Street to 640 feet north of the center line of South 212th Street, including 33 linear feet of 12" reinforced concrete storm pipe at \$43 per LF.

SUMMARY: Stryker Business Center Phase 2 Wulf is located at 21028 64th Avenue South.

EXHIBITS: Bill of Sale

RECOMMENDED BY: Public Works Director

BUDGET IMPACTS: None

This page intentionally left blank.



MAIL TO:
CITY OF KENT
ENGINEERING DEPARTMENT
ATTN: Ozzie Carrasquilla
220 - 4TH AVENUE SOUTH
KENT, WASHINGTON 98032

Project: Stryker Business Center Phase 2 Wulf
Permit #: RECC 2134391
Location: 21028 64th Ave South
Parcel #: 660007-0010

BILL OF SALE
CITY OF KENT
KING COUNTY, WASHINGTON

THIS INSTRUMENT made this ___ day of _____, 201_, by and between

KV Industrial LLC, hereinafter called "Grantors", and City of Kent, a municipal corporation of King County, State of Washington, hereinafter called "Grantee":

WITNESSETH:

That the said Grantors for a valuable consideration does hereby grant, bargain, sell to Grantee the following described improvements:

A. WATERMAINS:

Together with a total of 16 gate valves at \$ \$760.00 each, 4 hydrants at \$ 2,500 each and/or any other appurtenances thereto.

ON	FROM	TO
(street, easement, etc.)		
<u>64th Ave South (easement)</u>	<u>South 212th Street</u>	<u>South 208th St.</u>

Including 1433 linear feet at \$ 125 per LF of 12" Ductile Iron (size & type) waterline.

Including 78 linear feet at \$ 65 per LF of 6" Ductile Iron (size & type) waterline.

Including 37 linear feet at \$ 65 per LF of 4" Ductile Iron (size & type) waterline.

B. SANITARY SEWERS:

Together with a total of _____ manholes at \$ _____ each and/or any other appurtenances thereto.

ON	FROM	TO
(street, easement, etc.)		
_____	_____	_____

Including _____ linear feet at \$ _____ per LF of _____
(size & type) _____ sewerline.

C. NEW STREETS:

Together with curbs, gutters, sidewalks, and/or any other appurtenances

ON **FROM** **TO**
(street, easement, etc.)

Including _____ linear feet at \$ _____ per LF of _____
(size & type) (improvement).

D. FRONTAGE IMPROVEMENTS:

Together with curbs, gutters, sidewalks, lights, trees, landscaping (except residential streets) and/or any other appurtenances

ON **FROM** **TO**
South 212 St. 64th Avenue So 59th Pl. South

Including **approximately 1390** linear feet at \$ 48.00 per LF of **concrete sidewalk** with a 10 foot width to 6 foot width.

Including South 212th and 59th Pl. South intersection, (4) four **new signal poles, lights, curb ramps, etc.** \$ 125,000.00 each and/or any other appurtenances thereto.

ON **FROM** **TO**
59th Place South. South 212 St 640 feet north fo the center line of South 212th St.

Including **approximately 624** linear feet at \$ 85.00 per LF of 7-foot **concrete sidewalk, curb and gutter, and widen asphalt pavement.**

E. STORM SEWERS:

Together with a total of **(3) three** catch basins at \$ **1650.00** each, and/or any other appurtenances thereto.

ON **FROM** **TO**
59th Place South. South 212 St 640 feet north fo the center line of South 212th St.

Including **33** linear feet at \$ **43** per LF of 12" **reinforced concrete storm pipe.**

To have and to hold the same to the said Grantee, its successors and assigns forever.

The undersigned hereby covenants that it is the lawful owner of said property; and that the same is free from all encumbrances; that all bills for labor and materials have been paid; that it has the right to sell the same aforesaid; that it will warrant and defend the same against the lawful claims and demand of all person(s).

The Bill of Sale is given on consideration of the agreement of the Grantee for itself, its successors and assigns to incorporate said utilities in its utility system and to maintain them as provided in the applicable City Ordinances. The City accepts the items subject to staff approval and completion of a 2 year maintenance period.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____, 20 _____.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____, 20 _____.

State of California }
County of _____ }

On _____ before me, _____
Date Here insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

State of California }
County of _____ }

On _____ before me, _____
Date Here insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public



**ENGINEER'S CERTIFICATION
CITY OF KENT
KING COUNTY, WASHINGTON**

The figures used on the Bill of Sale for **Stryker Business Center Phase 2 Wulf (RECC 2134391)** project dated **May 1, 2014** , for the same said **Stryker Business Center Phase 2 Wulf (RECC 2134391)** project.

Jay S. Grubb the undersigned P.E. or land surveyor is the person responsible for the preparation of the Bill of Sale and is an employee of **Barghausen Consulting Engineers, Inc** , the firm responsible for the preparation of the record drawings.



Signature

(Engineer stamp required)

This page intentionally left blank.



Agenda Item: Consent Calendar – 7N

TO: City Council

DATE: October 17, 2017

SUBJECT: Central Avenue South Pavement Preservation and Utility Improvements
– Accept as Complete

MOTION: Authorize the Mayor to accept the Central Avenue South Pavement Preservation and Utility Improvements Project as complete and release retainage to Marshbank Construction, Inc., upon receipt of standard releases from the state and the release of any liens.

SUMMARY: The Central Avenue South Pavement Preservation and Utility Improvements Project consisted of the reconstruction of Central Avenue.

Improvements included:

- New pavement
- Sidewalks
- New curb and gutter
- New watermain
- Re-lining of sanitary sewer lines

Existing street trees were removed and the damaged sidewalks were repaired. The trees will be replaced in a future project and is currently in the design phase. The project started in July of 2015 and was completed in July 2017.

The original contract amount was \$5,819,698.74. The final contract amount came in at \$5,422,617.44.

EXHIBITS: None

RECOMMENDED BY: Public Works Director

BUDGET IMPACTS: This project was funded from a Federal Grant, Business & Occupation Tax, City Water funds and the City Sanitary sewer fund.

This page intentionally left blank.



TO: City Council

DATE: October 17, 2017

SUBJECT: Assignment of accesso ShoWare Lease between the Seattle Thunderbirds and City of Kent – Approve

MOTION: Authorize the Mayor to consent to the transfer of ownership of the Thunderbirds Hockey Team to Silent Ice, Inc., subject to final terms and conditions acceptable to the City Attorney and Economic and Community Development Director.

SUMMARY: On August 7, 2007, the City entered a 30-year License Agreement with Thunderbird Hockey Enterprises, LLC, which owns the Thunderbirds Hockey Team franchise (Team). The Team is a member of the Western Hockey League (WHL). The License Agreement, which was amended in the spring of 2012, defines the relationship between the City and the Team for the Team's use of the accesso ShoWare Center. Section 11.5 of the License Agreement provides that the owners may not transfer their rights or responsibilities under the License Agreement to another entity without the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

Recently, the owners of Thunderbird's Hockey Enterprises, LLC, entered negotiations with the owners of Silent Aire-USA, Inc., for the sale of the Team franchise. After reaching an agreement in principal, the WHL, which must approve all franchise ownership transfers, began its due diligence review of the financial soundness of the proposed new owners, the ability of the prospective owners to comply with WHL requirements, and their willingness and ability to comply with the commitments of the current owners. In a September 29, 2017 memo, Bob Benson on behalf of the WHL reported that as a condition of approval of the transfer, the WHL would require the new owners to fully comply with the License Agreement with the City, as well as other terms designed to lend stability to the franchise in Kent. The memo also reported that the WHL determined the prospective owners to have substantial net income and strong enterprise value. The memo also informed the City that the prospective owners intend to retain the current owners for two and three years to manage the daily operations of the team.

On October 4, 2017, the Western Hockey League Board of Governors unanimously approved the transfer of ownership to Silent Ice, Inc., a corporation established by the owners of Silent-Aire-USA to own and manage the Team. The transfer of ownership will become final upon the City providing its consent.

EXHIBITS: City of Kent's Consent to Assignment and Transfer of Thunderbirds to Silent Ice, USA, Inc.; September 29, 2017, Memorandum from Robert Benson on Behalf of WHL; October 10, 2017, Memorandum from Silent Ice USA, Inc.

RECOMMENDED BY: Ben Wolters, Director, Economic and Community Development

BUDGET IMPACTS: None

**CITY OF KENT'S CONSENT TO ASSIGNMENT AND
TRANSFER OF THUNDERBIRDS TO SILENT ICE USA, INC.**

*(SALE OF MEMBERSHIP INTERESTS AND CHANGE IN CONTROLLING
MEMBER OF THUNDERBIRD HOCKEY ENTERPRISES, LLC)*

THIS CONSENT OF THE CITY OF KENT (this "**Consent**") is entered into as of _____, 2017 (the "**Effective Date**"), between, CITY OF KENT, a code city and municipal corporation of the State of Washington (the "**City**"), THUNDERBIRD HOCKEY ENTERPRISES, LLC, a Washington limited liability company ("**Team**"), and SILENT ICE USA, INC., a Delaware corporation ("**Silent Ice**").

RECITALS:

WHEREAS, the City, as licensor, and the Team, as licensee, are parties to that certain License Agreement dated as of August 7, 2007, as amended by that certain First Amendment to the License Agreement dated as of April 3, 2012 (collectively, the "**License Agreement**");

WHEREAS, the current owners of the Team have entered into an agreement with Silent Ice to sell all of the membership interests in and to the Team to Silent Ice (the "**Contemplated Transaction**"), which Contemplated Transaction, if consummated, would result in a change in the controlling member of the Team;

WHEREAS, Section 11.15 of the License Agreement requires that the City consent to, among other things, any "change in the controlling member of the Team", such consent not to be unreasonably withheld, condition or delayed; and

WHEREAS, the Team and Silent Ice desire to obtain the City's consent to the Contemplated Transaction, including, specifically, the sale of all membership interests in and to the Team to Silent Ice and the change in the controlling member of the Team resulting thereof, and the City is willing to consent to the Contemplated Transaction, including, specifically, the sale of all membership interests in and to the Team to Silent Ice and the change in the controlling member of the Team resulting thereof, pursuant to the conditions set forth below.

CONSENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Consent. Subject to the conditions and covenants set forth herein, the City hereby consents to the Contemplated Transaction, including, specifically, the sale of all membership interests in and to the Team to Silent Ice and the change in the controlling member of the Team resulting thereof. The Team and Silent Ice understand and agree that this Consent shall not be deemed a waiver of any term, covenant, condition, or provision contained in the License Agreement, or an authorization or consent to any further assignment or subletting of the License

Agreement, or transfer of any further ownership interest in Team. The consent of the City is not final until the City, the Team, and Silent Ice have each executed this Consent.

2. Effective Date. The Effective Date shall be the date set forth in the introductory paragraph hereof.

3. Team Covenants. The Team covenants to the City that the Team shall be and remain fully obligated to the City for any and all of the Team's obligations, duties, and liabilities set forth under the License Agreement in accordance with the terms and provisions thereof, and that the Contemplated Transaction does not, and shall not, alter, modify, change, or otherwise relieve the Team of any obligations, duties, or liabilities of the Team to the City as set forth under the License Agreement. The Team agrees that the obligations, duties, and liabilities of the Team as set forth under the License Agreement are unchanged by this Consent.

4. Silent Ice Covenant. Silent Ice covenants to the City that the Team shall be and remain fully obligated to the City for any and all of the Team's obligations, duties, and liabilities set forth under the License Agreement in accordance with the terms and provisions thereof, and that the Contemplated Transaction does not, and shall not, alter, modify, change, or otherwise relieve the Team of any obligations, duties, or liabilities of the Team to the City as set forth under the License Agreement. Silent Ice agrees that the obligations, duties, and liabilities of the Team to the City as set forth under the License Agreement are unchanged by this Consent.

5. License Agreement. The City confirms that (i) the License Agreement is in full force and effect, and (ii) except as set forth above, the License Agreement has not been amended, modified, or supplemented.

6. Condition of Consent. The parties agree that this Consent, as set forth in Section 1, is conditioned on the execution of the Franchise Ownership Transfer Agreement which shall contain the provisions of the WHL Terms and Conditions for Transfer of Ownership as set forth in Exhibit A, which is incorporated herein by this reference, as well as the condition that Silent Ice will, at a minimum, provide the same general level of community support through financial and other contributions as was provided by the team during previous hockey seasons, and will endeavor to grow its financial support of community programs in the city of Kent and surrounding areas. In the event the Franchise Ownership Transfer Agreement containing the above conditions is not executed within fourteen (14) days of the Effective Date of this Consent, this Consent shall be null and void without a requirement of further action by the City; provided, however, an extension in the time for signing the Franchise Ownership Transfer Agreement containing the above conditions may be approved in writing by the attorney for the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

7. Successors. This Consent shall bind and inure to the benefit of the parties and their successors and assigns.

8. Ratification. Except as modified herein, the License Agreement shall remain in full force and effect.

9. Capitalized Terms. Capitalized terms not defined herein, shall have the meaning set forth in the License Agreement.

10. Counterparts. This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Consent the day and year first above written.

CITY:

CITY OF KENT, a code city and municipal corporation of the State of Washington

By: _____
Name: Suzette Cooke
Title: Mayor, City of Kent

TEAM:

THUNDERBIRD HOCKEY ENTERPRISES, LLC, a Washington limited liability company

By: _____
Name: _____
Title: _____

SILENT ICE:

SILENT ICE USA, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

WHL Terms and Conditions for Transfer of Ownership

1. Be liable for any and all claims, actions, cause of actions, obligations, deficiencies, liabilities, damages, costs losses and expenses whatsoever which the WHL may suffer, sustain, pay or incur.
2. Indemnify and hold harmless the WHL and its employees, officers, directors and member clubs and their respective employees, officers, directors, members and shareholders from and against any and all claims; any claims by any creditors of the WHL franchise against the WHL or WHL representatives; any claims by any party against the WHL or WHL representatives claiming an interest in the WHL franchise rights.
3. Reimburse the WHL for all direct reasonable legal and other costs, disbursements and expenses, incurred by the WHL in the due diligence and approval process, preparing or reviewing documents and in reviewing matters relating to the transaction for which the purchaser shall pay to the WHL an application fee of \$50,000 (U.S. Funds) to offset the costs. Once the WHL has determined the costs, any balance after deducting the costs shall be refunded to the purchaser.
4. The Club has adequate sums of working capital continuously available to it to properly operate the franchise in accordance with the Franchise Owner Transfer Agreement and the WHL Bylaws and Constitution.
5. Provide written confirmation satisfactory to the WHL, from a third party, of the personal net worth of the proposed principal owner of the franchise.
6. Provide to the WHL a comprehensive three (3) year business plan for the franchise outlining, in detail, proposed financial forecasts and marketing strategies as well as a comprehensive community involvement plan.
7. The Purchaser shall obtain consent for a change of control of the tenant pursuant to the current lease and assume the obligations of the current lease with the City of Kent.
8. The purchaser shall provide additional information as deemed necessary by the WHL from time to time, dealing with proposed franchise operational matters such as club governance model, practice facilities and additional details on its financial forecasts, which are consistent with WHL requirements for other members.
9. Comply with any other conditions as may reasonably be required by the WHL in accordance with the WHL By-laws and Constitution.

10. Ensure that the proposed principal owner serves as Governor of the Club and that the proposed principal owner takes an active role in the affairs of the WHL, including regular attendance at WHL Board of Governors meetings.
11. Hire qualified personnel with extensive experience in the industry for the business and hockey operations of the WHL franchise.
12. Operate and maintain in good standing the WHL franchise in the City of Kent, Washington.
13. Ensure that either an owner of the franchise, or a key business employee of the new ownership, maintains a permanent residence in the City of Kent and participates in the business affairs of the community on a regular basis.
14. Comply with the WHL's education scholarship program and be liable for all commitments and obligations arising thereunder, including without limitation, the payment of player scholarships and education commitments or any other player education costs which accrue to the WHL franchise.
15. Comply with the WHL Bylaws and Constitution and all rules, regulations and policies established by the WHL, including rules with respect to player recruitment and compensation, to ensure all WHL Clubs continue to have equal access to the player talent pool.
16. Operate the Club in full compliance with and respect for current WHL practices, standards and expectations as determined by the WHL from time to time, including league wide business model and related business practices, and in accordance with the rules, regulations, operational standards and guidelines of the WHL as amended, supplemented or replaced from time to time.
17. Assume sole responsibility for all liabilities and obligations associated with the WHL franchise.
18. Provide annually to the WHL full and accurate disclosure of the financial operating results of the WHL franchise, in accordance with guidelines established by the WHL.
19. Commencing the closing date, pay annual WHL league dues as established by the WHL each year, currently \$2,750 (CDN Funds, plus tax and GST) per month, subject to change by WHL resolution.
20. Comply with all terms and conditions of the arena facility lease or license.

21. Execute the WHL's standard player compensation Affidavit or Statutory Declaration annually.
22. Execute any and all such documents and agreements reasonably required by the WHL for all of its member clubs that are used and approved by the WHL from time to time and operate the WHL franchise in accordance with and to comply with terms and conditions of all such documents and agreements.
23. All transfers of franchise ownership require approval by Special Resolution (2/3 majority) of the WHL Board of Governors.

WHL Office – August 2017

This page intentionally left blank.

MEMORANDUM

Date: September 29, 2017

To: Tom Brubaker
Pat Fitzpatrick
Office of the City Attorney
220 Fourth Avenue South, Kent, WA 98032

From: Robert A. Benson
Warren Benson Amantea LLP
1413 - 2nd Street S.W.
Calgary, Alberta T2R 0W7

Re: Potential Acquisition of the Seattle Thunderbirds WHL Franchise (the "Thunderbirds Purchase") by Silent Ice USA, Inc. and its principals Daniel Mark Leckelt and Lindsey Donald Lickelt

This will confirm I act as counsel on behalf of the Western Hockey League ("WHL") and have been asked by the Commissioner of the WHL, Mr. Ron Robison, to prepare this memorandum in order to outline the vetting and due diligence processes undertaken by the WHL in connection with the Thunderbirds Purchase.

WHL franchise ownership transfers are dealt with pursuant to Part 6 of the WHL Bylaws and Constitution, which require the WHL Board of Governors approval by special resolution (2/3 majority). Prior to the WHL Board of Governors meeting at which the proposed ownership transfer is to be dealt with, the WHL Commissioner's office, with the assistance of WHL counsel, undertakes substantial due diligence relative to the proposed transaction, the prospective purchaser and its individual legal and beneficial owners.

In relation to the Thunderbirds Purchase, the current principal owners of the Thunderbirds, Mr. Russ Farwell and Mr. Colin Campbell, advised Mr. Robison in August 2017 that they had signed a non-binding letter of intent with prospective purchasers, Dan and Lindsey Leckelt of Edmonton, Alberta. As a first step, the Commissioner's office forwarded a standard set of WHL Terms and Conditions for Transfer of Ownership ("WHL Terms and Conditions") to the prospective purchasers and their legal counsel. A copy of the WHL Terms and Conditions is attached as Exhibit "A" to this memo.

The WHL Terms and Conditions set forth League's expectations relative to the prospective purchasers and outline the fundamental principles that govern the WHL and its members through the WHL Bylaws and Constitution and through the WHL Franchise Ownership Transfer Agreement ("FOTA"). The FOTA places contractual obligations, summarized in the WHL Terms and Conditions, on member clubs, its corporate purchasers and on the individual owners of the purchaser corporation. For example, the WHL requires that either an owner of the franchise or a key business employee of the new ownership group maintains a permanent residence in Kent or surrounding area, and demonstrate active participation in the business affairs of the community.

Additionally, the FOTA includes a provision that the purchasers comply fully with the License Agreement between the Thunderbirds and the City of Kent and continue to operate the franchise in the City of Kent in compliance with current WHL practices, standards and expectations applicable to all of its member clubs as determined by the WHL from time to time, including league wide business model and related business practices.

Prior to execution of the Thunderbirds Purchase FOTA, an extensive due diligence process was initiated by the WHL, commencing with a meeting of the principals and Mr. Robison at Silent-Aire's manufacturing facility and office premises in Edmonton, Alberta. My office conducted public registry due diligence searches regarding the Principals and a number of corporations in the Silent-Aire group of companies. At the same time, my office prepared and forwarded to the attorneys for the prospective purchasers WHL Due Diligence Questionnaires relating to the primary business corporations in the Silent-Aire group of companies (the "Questionnaires").

The Questionnaires require disclosure of detailed private and confidential information concerning the corporate purchaser, the Principals and their ongoing businesses, including corporate matters, financial and tax issues, litigation and banking and indebtedness. Financial statements for the three most recent fiscal years for the primary Silent-Aire business corporations were provided along with clear criminal record checks for the Principals and detailed personal financial net worth statements for the Principals. All of the foregoing material was reviewed by the Commissioner and WHL Counsel. The Questionnaires and supporting materials have been summarized by my office in the attached Summary of WHL Due Diligence Questionnaires Relating to the Potential Acquisition of the Seattle Thunderbirds by Silent Ice USA, Inc. and its principals - Daniel Mark Leckelt and Lindsey Donald Leckelt (Exhibit B).

I have been authorized by Mr. Robison to advise you that the WHL is satisfied in all respects and without reservation with its due diligence relative to Silent Ice USA, Inc., the Silent-Aire group of companies and Dan and Lindsey Leckelt. The audited financial statements for the primary operating companies Silent-Aire group of companies show substantial net income and strong enterprise value. The personal financial net worth statements for Dan and Lindsey Leckelt show significant personal financial net worth.

Dan and Lindsey Leckelt have demonstrated business acumen in growing the Silent-Aire group of companies, and have committed to retaining Russ Farwell for a minimum of 2 years and Colin Campbell for a minimum of 3 years to manage and operate the Thunderbirds. Mr. Farwell and Mr. Campbell are highly experienced and respected hockey and business professionals and have been leaders within the WHL ownership group. In addition, the FOTA has been revised include a provision that obligates the prospective new owners to ensure that the Thunderbirds will provide the same level generally of community support through financial and other contributions as was provided by the team during previous hockey seasons, and will endeavor to grow its financial support of community programs in the city of Kent and surrounding areas.

The decision of the prospective purchasers to retain Mr. Farwell and Mr. Campbell is responsible and provides a valuable transition period. The purchasers have business operations in the Seattle area and have indicated they intend to continue to operate in Kent with the community involvement shown by the current owners.

All of the foregoing satisfies WHL criteria for superior business and hockey leadership and for committed community involvement. We anticipate that the WHL Board of Governors will give its approval to the ownership transfer at its meeting in Calgary on October 4, 2017.

Please feel free to contact me should you require further information.

EXHIBIT "A"

WHL Terms and Conditions for Transfer of Ownership

1. Be liable for any and all claims, actions, cause of actions, obligations, deficiencies, liabilities, damages, costs losses and expenses whatsoever which the WHL may suffer, sustain, pay or incur.
2. Indemnify and hold harmless the WHL and its employees, officers, directors and member clubs and their respective employees, officers, directors, members and shareholders from and against any and all claims; any claims by any creditors of the WHL franchise against the WHL or WHL representatives; any claims by any party against the WHL or WHL representatives claiming an interest in the WHL franchise rights.
3. Reimburse the WHL for all direct reasonable legal and other costs, disbursements and expenses, incurred by the WHL in the due diligence and approval process, preparing or reviewing documents and in reviewing matters relating to the transaction for which the purchaser shall pay to the WHL an application fee of \$50,000 (U.S. Funds) to offset the costs. Once the WHL has determined the costs, any balance after deducting the costs shall be refunded to the purchaser.
4. The Club has adequate sums of working capital continuously available to it to properly operate the franchise in accordance with the Franchise Owner Transfer Agreement and the WHL Bylaws and Constitution.
5. Provide written confirmation satisfactory to the WHL, from a third party, of the personal net worth of the proposed principal owner of the franchise.
6. Provide to the WHL a comprehensive three (3) year business plan for the franchise outlining, in detail, proposed financial forecasts and marketing strategies as well as a comprehensive community involvement plan.
7. The Purchaser shall obtain consent for a change of control of the tenant pursuant to the current lease and assume the obligations of the current lease with the City of Kent.
8. The purchaser shall provide additional information as deemed necessary by the WHL from time to time, dealing with proposed franchise operational matters such as club governance model, practice facilities and additional details on its financial forecasts, which are consistent with WHL requirements for other members.
9. Comply with any other conditions as may reasonably be required by the WHL in accordance with the WHL By-laws and Constitution.

10. Ensure that the proposed principal owner serves as Governor of the Club and that the proposed principal owner takes an active role in the affairs of the WHL, including regular attendance at WHL Board of Governors meetings.
11. Hire qualified personnel with extensive experience in the industry for the business and hockey operations of the WHL franchise.
12. Operate and maintain in good standing the WHL franchise in the City of Kent, Washington.
13. Ensure that either an owner of the franchise, or a key business employee of the new ownership, maintains a permanent residence in the City of Kent and participates in the business affairs of the community on a regular basis.
14. Comply with the WHL's education scholarship program and be liable for all commitments and obligations arising thereunder, including without limitation, the payment of player scholarships and education commitments or any other player education costs which accrue to the WHL franchise.
15. Comply with the WHL Bylaws and Constitution and all rules, regulations and policies established by the WHL, including rules with respect to player recruitment and compensation, to ensure all WHL Clubs continue to have equal access to the player talent pool.
16. Operate the Club in full compliance with and respect for current WHL practices, standards and expectations as determined by the WHL from time to time, including league wide business model and related business practices, and in accordance with the rules, regulations, operational standards and guidelines of the WHL as amended, supplemented or replaced from time to time.
17. Assume sole responsibility for all liabilities and obligations associated with the WHL franchise.
18. Provide annually to the WHL full and accurate disclosure of the financial operating results of the WHL franchise, in accordance with guidelines established by the WHL.
19. Commencing the closing date, pay annual WHL league dues as established by the WHL each year, currently \$2,750 (CDN Funds, plus tax and GST) per month, subject to change by WHL resolution.
20. Comply with all terms and conditions of the arena facility lease or license.

21. Execute the WHL's standard player compensation Affidavit or Statutory Declaration annually.
22. Execute any and all such documents and agreements reasonably required by the WHL for all of its member clubs that are used and approved by the WHL from time to time and operate the WHL franchise in accordance with and to comply with terms and conditions of all such documents and agreements.
23. All transfers of franchise ownership require approval by Special Resolution (2/3 majority) of the WHL Board of Governors.

WHL Office – August 2017

**SUMMARY OF WHL DUE DILIGENCE QUESTIONNAIRES RELATING TO THE
POTENTIAL ACQUISITION OF THE SEATTLE THUNDERBIRDS BY SILENT ICE USA, INC.
AND ITS PRINCIPALS - DANIEL MARK LECKELT AND LINDSEY DONALD LICKELT**

Item No.	Description	Provided	Not Applicable / None	To Be Provided	Status/Comments
A. Corporate Matters					
1.	Copy of organization chart for the Company (including all divisions), indicating ownership and governing jurisdiction of each.	X			- Corporate structure provided for Silent Ice USA, Inc and related business entities.
2.	List of jurisdictions in which the Company is qualified to do business and copies of all certificates, permits or other registration documents evidencing qualification in such jurisdictions.	X			- Delaware (at present) - parent companies are Alberta companies
3.	List of all jurisdictions in which the Company has offices, holds or has held property, conducts or has conducted business or has agents or employees.	X			- Alberta, Washington, Arizona, Ireland
4.	Complete capitalization table, including ownership of the Company for all types of securities.	X			- Opening Balance Sheet is acceptable and evidences shareholder loans capitalizing the corporation.
5.	Copies of shareholders' agreements, voting agreements, trusts, rights of refusal, purchase plans, pledges, options, warrants, restrictions on transfer, registrations rights, etc. affecting any securities of the Company.	X			- Bylaws reviewed, satisfactory.
6.	List of directors and officers since incorporation, including nationality, place of residence, date of term(s) or service.	X			- Lindsey Leckelt - Director and President - Dan Leckelt - Director and Vice-President - Jeff Suggitt - Chief Financial Officer - Brendan Kenny - Secretary

B. Financial and Tax					
1.	Copies of all federal, state and provincial corporate tax returns of the Company filed for all open taxation years and non-consolidated financial statements filed in support of these tax returns.		x		- Newly incorporated company - Strong and satisfactory audited financial statements for Canadian and US operating companies for 2015, 2016 and 2017 fiscal year ends.
2.	Confirmation that the Company has filed on a timely basis all tax returns required to be filed since incorporation. If the Company has not, provide explanation.		x		- Newly incorporated company - Income Tax returns provided to us relative to Canadian and US operating companies.
3.	Copies of potential tax liabilities indemnification agreements involving the Company.		X		- Newly incorporated company
C. Litigation					
1.	<p>Summary of all concluded, pending or threatened claims, actions, arbitrations, investigations or other proceedings by, against or otherwise affecting the Company since incorporation, including (but not limited to):</p> <ul style="list-style-type: none"> • civil suits by private persons (including employees) • suits against employees, officers and/or directors as a result of their positions with the Company • criminal or quasi-criminal investigations or proceedings involving the Company or any employee, director or officer • orders, notices of requirements, investigations, suits or proceedings by any governmental body or tribunal • administrative actions • tax claims, disputes, investigations, etc. <p>Include parties, date of commencement, brief description, relief sought, estimated liability (including estimated maximum liability), estimated legal</p>		x		- Newly incorporated company - No litigation involving operating companies.

	costs, insurance coverage and copies of relevant legal opinions (if any). Copies of pleadings for pending claims, etc.				
2.	Copies of all orders, rulings, judgements, decrees, injunctions, settlement agreements and other related agreements to which the Company is a party or otherwise affecting the Company, issued or entered into since incorporation.		x		- Newly incorporated company - No litigation involving operating companies.
3.	Copies of all audit letters and responses (including responses from outside counsel) and all other related correspondence since incorporation.		x		- Newly incorporated company - Audited financial statements for operating companies reviewed and approved.
4.	Description of the Company's litigation liability claims history since incorporation, including claims directly against the Company and the Company's involvement in claims against others.		x		- Newly incorporated company - No litigation involving operating companies.
D. Banking and Indebtedness					
1.	A list of all security granted by the Company against their respective assets.	x			- Banking agreement requires GSA and Guarantee from Silent Ice USA Inc. - Banking facility letter provided
2.	A list of all financing arrangements of the Company.				- Banking Loan is with Canadian Parent Corporation - will be lent to a holding company and again to Silent Ice USA, Inc.
3.	Details relating to any financings proposed to be completed by the Corporation.				- will be lent to a holding company and again to Silent Ice USA, Inc. - no other financing arrangements.

This page intentionally left blank.



October 10, 2017

MEMORANDUM

TO: The City of Kent

FROM: Silent Ice USA, Inc.

RE: City Consent to Change in Ownership Pursuant to License Agreement by and between the City of Kent and Thunderbird Hockey Enterprises, LLC (as amended)

DAN AND LINDSEY LECKELT

Dan and Lindsey Leckelt are Canadian entrepreneurs and owners of the Silent-Aire group of companies, with operations in Edmonton, Alberta; Seattle, Washington; Gilbert, Arizona; Ashburn, Virginia; & Dublin, Ireland. Silent-Aire is a global HVAC and data center manufacturing company with Seattle-area based clients that include two of the world's largest hyperscale cloud providers. Additionally, over 50 schools in Washington State utilize Silent-Aire HVAC equipment.

COMMITMENT TO THE CITY OF KENT, WA

Current leadership of the Thunderbirds is remaining in place. We have the mandate and expectation that the team will continue operations and community involvement at or above past levels. It should be noted that the Franchise Ownership Transfer Agreement with the WHL has this mandate as a stipulation. The current facility (accessed ShoWare Center) is considered to be "top in class" in the WHL, and we are proud to call the facility our home for the next 20+ years. The facility and strong relationship with the City are a large part of the reason the new ownership group made this investment in the Thunderbirds. Further, note that the Leckelts have begun the process of looking for a house in the City of Kent. The owners have several other investments in and around the Seattle area, and are looking to expand their community involvement in the future.

SILENT ICE USA, INC

Silent Ice USA, Inc. is a newly formed C-Corp incorporated to hold the interest in Thunderbirds Hockey Enterprises, LLC. This the new entity was incorporated for the following reasons;

- Operational Separation – It is important to separate hockey operations from other operations.
- Taxes – Silent Ice USA, Inc has been set up as a U.S. corporation for U.S. income tax purposes.
- Branding – Silent Ice USA, Inc. is a subsidiary of Lindan Equities USA, Inc., the primary U.S. holding company of Dan and Lindsey Leckelt. An additional holding company (Silent Ice Inc.) was put in place strictly for branding of their current hockey operations in Canada. The Silent Ice group has significant investment in Canada and is growing, and keeping the brand that has been established is important. Having the U.S. entity provides a structure for further investment in U.S. operations in the future while meeting the above goals.

It should be noted that the owners of Silent Ice USA, Inc. have substantial strength and resources behind them. An extensive amount of due diligence was performed by the WHL during the sale process, and we understand a memorandum summarizing its findings and noting its approval of the transfer has been provided to the City.

Sincerely,

A blue ink signature of Dan Leckelt, consisting of a stylized 'D' and 'L'.

Dan Leckelt

A blue ink signature of Lindsey Leckelt, consisting of a stylized 'L' and 'S'.

Lindsey Leckelt

This page intentionally left blank.

This page intentionally left blank.

REPORTS FROM STANDING COMMITTEES, COUNCIL, AND STAFF

A. **Council President**_____

B. **Mayor**_____

C. **Administration**_____

D. **Economic & Community Development**_____

E. **Operations**_____

F. **Parks & Human Services**_____

G. **Public Safety**_____

H. **Public Works**_____

I. **Regional Fire Authority**_____

J. **Other**_____

K. **Other**_____

This page intentionally left blank.



OFFICE OF THE MAYOR

Derek Matheson, Chief Administrative Officer
Phone: 253-856-5700
Fax: 253-856-6700

Address: 220 Fourth Avenue S.
Kent, WA. 98032-5895

DATE: 10/17/17
TO: Mayor Cooke
Councilmembers
FROM: Derek Matheson, Chief Administrative Officer
SUBJECT: CAO Report for Tuesday, October 17, 2017

The Chief Administrative Officer's report is intended to provide Council, staff and community an update on the activities of the City of Kent.

ADMINISTRATION

- We have a special workshop on the YMCA / Morrill Meadows Park / East Hill Park project on Thursday, October 19, at 5 p.m. (The council's Parks and Human Services Committee moved its meeting to 4:30 p.m. that day.)
- The Police Department has put an emphasis on downtown parking enforcement due to reports from merchants of commuters parking all day in two-hour spaces. In the program's first month, our parking enforcement officer issued 40-60 infractions per week.
- We are working to recognize the outgoing mayor and councilmembers. Please stay tuned for more details:
 - Outgoing councilmembers will be recognized prior to the regular city council meeting on Tuesday, November 21, at 6 p.m.
 - Mayor Cooke will be recognized similarly on Tuesday, December 12, at 6 p.m.
 - Mayor Cooke also will be recognized at a ticketed evening celebration on Thursday, December 14, at accesso ShoWare Center.

Clerks

- The staff continues to work with the Information Technology Department on the implementation and deployment of both the Laserfiche project for document imaging and the agenda routing system that will be accessible by the public when seeking information and documents regarding council committee meeting minutes, agendas, and videos.
- Staff is currently preparing contracts for annual destruction. A comprehensive list of the contracts set for destruction will be routed to all departments for their review prior to destruction.

Communications

- Community Engagement
 - The Kent Cultural Communities Board hosted a City council candidate forum on September 26 and a Mayoral candidate forum on October 10. Both forums were

held at Kent-Meridian High School's East Wing Auditorium. The moderated forum featured a question-and-answer session that focused on issues that impact underrepresented groups, as well as immigrant and refugee communities.

- The City of Kent's application for the Community Connections pilot program was accepted by Washington's Department of Transportation. Our application ranked first among eight cities, and focused on immigrants, refugees and low income folks accessing employment. The purpose of the pilot program is to address transportation gaps that exist for late night and early morning shift workers who commute to the Kent valley's manufacturing industrial center (MIC). The pilot project is in the assessment phase, and we are currently looking for businesses located in the Kent Valley's MIC to join the stakeholder group. Amazon is the first business to join the stakeholder group.
- Neighborhood Program
 - Matching Grants Awarded for April 13, 2018 completion.
 1. Saltair Hills Neighborhood Council - Build and install two new benches on the southeast corner of S. 250th St. and 25th Ave. S.
Grant Award: \$272.16, Neighborhood Match: \$939.49
 2. White Horse Crossing Neighborhood Council - Build and install a communication kiosk on the Northwest corner of 127th Ave. SE and 126th Ave. SE Lot 109.
Grant Award: \$450.00, Neighborhood Match: \$490.91

ECONOMIC AND COMMUNITY DEVELOPMENT

Long Range Planning Services

- Staff participated in review of grant proposal presentations for the City of Kent Neighborhood Matching Grant Program. Applicants included the Saltair Hills, The Lakes, and White Horse Crossing neighborhoods.
- On September 28 and 29, staff attended the Washington State American Planning Association (APA) conference. Sessions included State of Homelessness in Washington, Road Map to Washington's Future (independent Ruckelshaus study on the future of the Growth Management Act and other state development regulations), "Taking It To the Streets" (green streets as key spaces in the public realm), and Urban Nature for Social Resilience.
- Staff worked with Sound Transit to finalize the alternatives analysis for potential Sounder station garage sites. Results of the alternatives analysis, including information from stakeholder and public engagement, were presented to the Public Works Committee on October 2, and the Economic and Community Development Committee on October 9. Staff also presented the staff-recommended site. Staff recommendation is Site 3, which comprises the Washington Cold Storage site, the Sound Transit-owned surface parking lot on the corner of Railroad Avenue and James Street, and private properties along Central Avenue. The ECD Committee supported staff's recommendation.
- Staff continues to work closely with the Public Works department and consultants on the Meet Me on Meeker Design and Construction Standard Overlay. Staff is coordinating with WSDOT on traffic analysis as well as with KDP on historic standards and the Kent Bicycle Advisory Board on the bicycling facilities. The effort continues with presentations to Land Use Planning Board, ECD Committee and Public Works Committee, and the goal is to have the standards adopted by the end of the year.

Building & Permit Center

- Upcoming Projects
 - WLDC and Fox Terra Company – Pre-App 84 Ave S, Proposal to build a 7-Eleven and Starbucks
 - Central Short Plat – Pre-App Central Ave N. Proposal to subdivide parcel #1322049080 (0.8-acre lot) into two lots. The west half is zoned GC-MU (general commercial mixed use) and contains a single family residence, and the east half is zoned MR-M (medium density - multifamily) and is vacant. Short plat is proposed along the zoning boundary. The west half will remain as is while the east half is proposed for multifamily development. Construction to include (1) 3-story, 6-8 unit building with associated parking.
 - Biegler Short Plat – Pre-App 116 Ave SE, Proposal to subdivide property into two single family lots, construct a new single family residence on lot #2 and retain existing residence on lot #1.
 - PSBS 212 BSI Park - Pre-App S 212 St, Proposed construction of new warehouse building.
 - Yoshida Kent - Pre-App S 222 St, Proposal to construct (2) new single-story buildings (Type VB) on parcel #7759800030 for retail and office-type uses. Buildings are to be roughly 4,730 sf and building B 3509 sq ft. One tenant has been secured, and will occupy roughly 2200 sq ft of building B for a karate studio. The remaining tenants have not been identified.
 - Woodspring Suites – Pre-App E Novak Lane, proposed to build a 4-story, 122-key, hotel on two parcels Novak Lane. The site currently has two single family residences, a detached garage, and several small outbuildings at the southern limits. Access to the site will be from two separate driveways along Novak Lane.
 - Shiva Short Plat – Pre-App 100 Ave SE, Proposal to subdivide .95 acres into (7) single family residential lots. Will create pond to the west of the property to extend into existing city owned pond. Property is located at 24xxx 100th Ave SE.
- Issued Projects
 - Arco Fuel Facility – Civil Construction, 116 Ave SE, Develop a new 3,054 sf convenience store with a vehicle fueling facility consisting of a 4,408 sf canopy over 8 fuel pumps and 2 underground storage tanks.
 - Saggu Auto Shop Expansion – Civil Construction, SE 244 St, New building and associated facilities including parking lot, storm and landscape improvements.
 - Amazon Kent – Alteration 59 Pl S, Improvements and upgrades to the material handling equipment, scope of work to include demolition of portion of existing equipment for installation of new equipment.
 - Rainier Park (Single Family Residential), Address: in the vicinity of 123rd Pl SE and 251st Pl., Rainier park subdivision picked up 8 house plans in addition to 11 water and sewer permits for previously issued houses.

Permits

- Total Issued: 164; Valuation: \$12,124,760.58

Inspections

- Passed: 368, Failed: 69, Continued: 12

EMERGENCY MANAGEMENT – no report

FINANCE – no report

HUMAN RESOURCES

Administration/LEAN/Community Outreach

- Community Outreach
 - The October Cultural Community Conversation was held on Wednesday, October 11, from 9-10 a.m. in Council Chambers. Information on the Latino community will be featured as part of Hispanic Heritage Month in a presentation by Mirya Munoz-Roach of Centro Rendu.
 - Staff is participating in the Green River Diversity & Equity Council (GDEC).
 - Staff is participating in a SHRM Luncheon Panel discussion to address 'Building a Workplace that Fosters Success for a Diverse Workforce.'
- Innovate Academy
 - Six staff members attended Innovate Basic Training and are identifying process improvement projects to earn their *Just Do It! Leader* designation.
 - Three staff members are completing the Innovation Leadership training for managers and supervisors.
 - Finance team managers completed Process Performance Metrics workshops.

Benefits

- Preparations continue for Benefits Open Enrollment, which will be held in November.

Labor, Classification Compensation

- Memos on the results of the Non-Represented Employee Salary Survey were sent to all non-represented employees on Monday, October 9.
- Staff is working on a number of other classification items from departments across the city.

Recruitment

- Eligibility lists have been established for Entry Level Police Officer and Entry Level Corrections Officer recruitment.
- Sergeant position remains open for applications until Friday, October 13.
- Community Education Coordinator remains open in-house until Monday, October 16.
- Test development is in progress for the Sergeant promotional.

INFORMATION TECHNOLOGY

- Number of tickets opened - 322
- Number of tickets closed - 271

LAW

- Law Department staff gathered information and negotiated an agreement to provide the City's consent for the transfer of ownership of the Thunderbirds.
- Staff worked to resolve a number personnel matters as well as an FLSA issue the HR department was working on.
- A considerable amount of time was spent by staff preparing information necessary to conduct the hearing for the surplus of property associated with the YMCA project, as well as the removal of restrictive covenants associated with the involved properties.
- Legal staff assisted the Public Works Department is establishing an ADA grievance process for people with disabilities who utilize public facilities.

- Pat Fitzpatrick gave a presentation on Homeless Camp cleanup to the City Managers Association.
- 38 correction notices for code enforcement matters were reviewed and approved by Law Department staff, along with the review and approval of nine Notices of Violation and two Voluntary Correction Agreements.
- Law Department staff conducted the second and third round of negotiations with Comcast toward a new franchise.
- Tom Brubaker made a presentation to WSAMA on unconstitutional gifts of public funds.

MUNICIPAL COURT – no report

PARKS, RECREATION, AND COMMUNITY SERVICES

- Centennial Center Gallery features art works by Lisa Myers Bulmash and Kathleen McIver through October 27. A reception on October 5 was well attended.
- Kent Creates, the online art gallery, opened a new exhibit, "Holiday Traditions," the first week of October. The exhibit will run through the end of the year. People are encouraged to share their holiday traditions at kentcreates.com. Entries can be photographs, recipes, videos of dances, short films, poems, painting, drawings and anything creative.
- Spotlight Series kicked off its 20th anniversary season on Friday, October 6 with Wyllie and the Wild West. An enthusiastic crowd of 140 attended the performance at the Kent-Meridian PAC.
- The "Expanding Your Mind" series featured Hamilton, Beyond the Musical on Wednesday, October 4 with over 100 people in attendance. Award winning author Martha Brockenbrough discussed her latest book Alexander Hamilton: Revolutionary. The author shared historical stories in a multimedia presentation featuring music, slides and artifacts, including an authentic revolutionary War cannon ball.
- The Kent Firefighters Foundation honored Kent seniors on Friday, October 6, by setting up, serving, cleaning up and subsidizing lunch for 180 participants. Seniors enjoyed a delicious lunch of hand breaded chicken breast, rice pilaf and green beans.
- Approximately 60 individuals attended the Youth Initiative Community Meeting on Sept 25th at the Parks Community Center to learn about the next phase of the Youth Initiative. Improved communication and awareness of current services and programs available to youth is a major focus of the work.
- As a part of the Regional Workforce Strategy Group, staff convened two information-gathering sessions in Kent to get input on challenges and gaps in the current workforce system and ideas for solutions. A diverse group of community based organizations, employment and training service providers, and colleges attended. This information will be summarized for the Regional Workforce Strategy Group and will feed into their recommendations for the City of Seattle Mayor and King County Executive.
- Staff co-convened a countywide rotating and winter shelter task force along with staff from the City of Redmond. The task force is reviewing data from the Homeless Management Information System (HMIS) to understand better why utilization rates are low for these categories and how to improve usage. Some challenges are inherent to these types of shelter, but several short-term and long-term solutions were identified at the first meeting.

POLICE

Staff Changes - Hiring/Retirement/Recruitment/ Leaves/Promotions

- Entry level officer Hunter Hamilton starts on October 16.

Significant crime activities/arrests/investigations

- September 29 – officers were dispatched to a Domestic with a gun at the Royal Firs Apartments. Officers arrived and observed a vehicle speeding out of the complex and a short pursuit ensued. The suspect vehicle collided with several parked cars as he drove into a cul-de-sac. As he maneuvered out of the street he intentionally rammed two police units. At one point the suspect slowed enough for a passenger to jump from the car before speeding off again. He turned onto another street and collided with a parked car, which disabled his vehicle. The suspect fled on foot. A good perimeter was established and K-9 was deployed. After a successful track the suspect was apprehended. The suspect was later booked into KCJ for Felony Harassment, Assault 3x 2, Eluding and Order violation. Two police units sustained minor damage and three officers received minor injuries but refused medical aid.
- September 30 – Subject #1 had posted a stereo online on OfferUp and agreed to meet a buyer for the stereo (Subject #2) at Winco. Subject #1 arrived and was contacted by subject #2 and several other males who were claiming that the stereo for sale had been stolen from them. Subject #1 had a .380 pistol in his pocket for protection, but subject #2 took it from him as they argued. Subject #1 ran into the Winco in an effort to get away from subject #2, after his gun was taken. Subject #1 was chased into Winco and punched several times in the eye, by two people associated with subject #2. Subject #2 and the people he was with, left after taking the stereo and the gun with them.
- October 1 – officers were dispatched to the report of an illegal discharge occurring somewhere east of the 18000 block of East Valley Highway. A verbal dispute took place in front of the strip mall and quickly escalated, ending with a 46-year-old male shooting a 31-year-old male, killing him. Another associated male then shot the 46-year-old male, critically injuring him and fatally wounding a different 28-year-old male that was also involved.
- October 4 – SIU made two warrant arrests and confiscated weapons linked to over 20 shootings.
- October 7 – A 15-year-old was captured after dumping a stolen rental Mustang at Benson Trace Apts. He attempted to flee on foot and was found hiding in the nearby Fil Cuisine restaurant. History of subject: He and his friends were responsible for over 50 stolen vehicles within nine months in 2015-2016. He was recently released from custody after a lengthy sentence and is known to carry firearms and proudly display them on his Facebook page. Unfortunately, he was released from Juvie to DSHS October 9 and DSHS reported him as running away right after.

Major emphasis patrol

- September 18 – John sting; 10 arrested and five cars impounded.
- October 1 –Kent Police worked with Auburn Police and conducted an emphasis to target illegal street racing. The efforts of both departments made it possible to combine resources and contain a large group of illegal street racers and attendees in a warehouse complex in the north end of Kent. The teamwork resulted in about 30 arrests, 20 citations, and the impounding of 25 cars.

Events and awards

- October 11 – A community meeting was held at Panther Lake Elementary with a special presentation on POD Cameras (Portable Observation Devices).

PUBLIC WORKS

Design

- S 224th St Project 84th to 88th – Aerial easement/Airspace Lease delivered to WSDOT for execution September 23, signed by WSDOT on September 28. Negotiations continue with Hytek. Hytek site cleanup progressing.
- S 224th St Project 88th to 94th – Completed and secured rights from four of eight parcels impacted by the project. Condemnation proceedings anticipated to begin early November.
- S 228th St UPRR Grade Separation (and 228th Bikeway) – 70% review completed – comment resolution meetings to be scheduled. Advertisement pending securement of Right-of-Way. Completed and secured rights from four of 11 parcels. Negotiations continue with remaining businesses.
- Naden Local Access Road Willis ST to Naden Assembly – Supporting Economic Community Development (ECD) meeting to review and finalize Kent preferred alternative of consultant analysis and recommendations for on-site drainage conveyance options. Internal meetings needed for evaluating basin future demands/capacity and roles/responsibilities between ECD/Public Works.
- East Valley Overlay – Letters to utility companies were sent September 22. Kick off meeting to be scheduled the week of October 16-21.

Construction

- LID 363: S 224th St Improvements – 84th Ave S to 88th Ave S (Ph 1) - Mobilization, clearing and Temporary Erosion Sediment Control (TESC) on the West side of SR 167 has begun. The first rebar delivery took place Monday October 9 and crews will be assembling rebar cages for the next several weeks for use in the bridge construction. Night work is ongoing on SR 167. Paving repairs in the northbound and southbound shoulders are complete and this week the contractor will proceed with re-channelization of the work zone and temporary barrier installation in both directions on the freeway to create a safe work zone in the median of SR 167. When the work zone is established in the median, demolition of the existing barrier and road surfacing for fiber optic relocation will proceed.
- S 212th St and 72nd Ave S Intersection Improvements - Both 212th and 72nd are open to traffic. The contractor will be on site this week completing the pedestrian crossings, traffic signal loops, and final channelization. Lane closures will be implemented on an intermittent basis for the remaining electrical and punch list work.
- Habitat Conservation Measure 6 - Initial contract work is complete. Planting will take place this fall.
- 132nd Ave SE Pedestrian Improvements - Block wall construction and storm pipe installation is complete. Work is underway on a mid-block pedestrian crossing at the 25100 block of 132nd Ave. Grading for pathway construction is underway and hard surface placement will begin soon.
- S 212th Way Overlay - The first lift of overlay paving is complete on the westbound lanes. Paving will continue nightly for the following week.
- S 240th St Pathway Improvements – Green River Trail to Lakeside Boulevard - Construction is scheduled to proceed Monday, October 16.

- S 228th Grade Separation at Union Pacific Railroad – Joint Utility Trench - Construction is scheduled to proceed Monday, October 16.
- Lake Meridian Estates Storm Drainage Repair - Storm line relocation at the North end of the property will be completed this week followed by final paving restoration.
- Hawley Road Levee – Connection to SR 167 - The preconstruction meeting took place on Thursday, October 5. Construction began Monday October 9 the majority of work is expected to be done this week.
- Horseshoe Bend Levee Storm Outfall Pipe Slip Lining - Repair work is near completion.
- Meridian Valley Creek Erosion Repair - Contract work is ongoing and nearing completion. Placement of log jams still needs to be done.

Transportation

- Transportation staff will be meeting with the Washington State Department of Transportation and Poulsbo RV to discuss the status of the SR 509 Project as it relates to property impacts.
- A Meeting to discuss the Quiet Zone with the UPRR was scheduled for October 10.
- Signal Technicians are collecting data and preparing for the Valley Signal System Upgrade which includes the installation of the flashing yellow arrows in the north industrial valley.

Land Survey

- The Land Survey division continues to provide active construction staking support on 132nd Ave. Pedestrian Improvements, SE 224th Avenue Phase One Utility work, Hawley Road Levee and night work on the SR167 traffic revisions for 228th bridge construction. Field staff is also mapping Lake Meridian Estates for future construction needs and have attended safety training for on-site excavations. Office staff is completing a Record Survey Map on Pacific Coast Highway for recording.

GIS

- The GIS division is working on extracting the remaining Capital Improvement Project (CIP) Water As-built data from final plan marked redlines. This water data from the capital improvement project is required for the overall 2017 Water Plan Update. GIS is finalizing as-built work flows with both the Economic Community Development Department and Construction Inspection for LEAN process. As-built information is the data source for city utility asset mapping and inventory used by various city departments. Multiple LID (Local Improvement District) information requests are being answered for the Finance relating to parcel's within city limits.

Environmental

- Staff is met with the King County Flood Warning Center on Tuesday, October 10 to discuss winter weather forecast and flood preparedness.
- Staff met at Seattle District Corps offices on Wednesday, October 11 to discuss Howard Hanson Dam Operations.

Streets

- Street Maintenance crews will be prepping, pouring, and finishing up the sidewalk on 64th, between 236th and 231st and overlaying roadway at 84th Ave S at Tacoma Screw. They will also be cleaning the retaining walls at the Old Man Fishing Hole on S 196th St and repairing a sinkhole at 23211 114th Way SE. Vegetation crews will be clearing fence lines, removing debris, cutting and removing blackberries at Eagle

Creek and Meadow Hills and cleaning traffic islands citywide. The Sign crew will be installing banners downtown and picking up traffic control from Hawktoberfest.

Water

- The Water Division is finishing up the Kent and King County Water District #111 intertie upgrade project this week and will place it in standby service. They are also maintaining our fresh water quality by performing flushes at 589 dead end locations in the city water system. This process takes 3-4 weeks, and begins this week.

Utilities

- Sewer crews will be doing monthly line cleaning and performing pump station services. Crews will also be changing a seal at Lindental Pump 1 and performing easement maintenance.
- Storm crews will be saw cutting and assisting Street department with asphaltting driveway at 33rd Ave. National Pollution Discharge Elimination System (NPDES) crews will be pumping at 225th PL and 94th St and at SE 217th St and 108th St.

Fleet/Warehouse

- The Radio shop continues work on the Police boat and wiring new trucks. Fleet is working on drop in repairs, scheduled repairs and air brake inspections.

#

This page intentionally left blank.

EXECUTIVE SESSION

ACTION AFTER EXECUTIVE SESSION

ADJOURNMENT
