



**Land Use & Economic  
Development Committee  
Agenda**

**Mukilteo City Hall - 11930 Cyrus Way  
Tuesday, October 6, 2020**

**4:00 PM-5:30 PM**

**Zoom Virtual Meeting  
(Please See Outlook Meeting  
Request)**

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**CALL TO ORDER – 4:00 PM**

**Meeting Objectives:**

1. Economic Recovery
  - A. Business Survey - Status
  - B. Small Business Grant Program(s) - Status
2. Sector 3 - Development Agreement
3. WSDOT Aviation Division - Commercial Aviation Coordinating Commission (SSB 5370)

**ADJOURNMENT - 5:30 PM**

**Next Meeting:** Tuesday, November 3, 2020 from 4:00 PM - 5:30 PM (Virtual/Remote)

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- For accessibility information and for accommodation requests, please call the ADA Coordinator at (425) 263-8005 (or TRS (800) 833-6384 or dial 711), or visit <https://mukilteowa.gov/departments/executive/ada-program/>.

LAND USE & ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT	
<b>SUBJECT TITLE:</b> Sector 3 Development Agreement	<b>FOR AGENDA OF:</b> October 6, 2020
<b>Contact Staff:</b> Linda Ritter, Senior Planner	<b>EXHIBITS:</b> <ol style="list-style-type: none"> <li>1. Harbour Pointe Sectors Map</li> <li>2. Map of Active Development Agreements</li> <li>3. Sector 3 Timeline</li> <li>4. Existing vs Proposed Development for Sector 3</li> <li>5. 2007 Amended Sector 3 Development Agreement</li> </ol>
<b>Department Director:</b> Dave Osaki, Community Development Director	

### **DISCUSSION**

LUED to provide feedback to staff on:

1. The preferred option for future Sector 3 development;
2. Whether the current development proposals align with LUED's vision for the Sector 3 area;
3. Discussion of next steps.

### **BACKGROUND**

Harbour Pointe is a master planned community developed under the 1978 *Possession Shores Master Plan*, also commonly referred to as the *Harbour Pointe Master Plan*. Harbour Pointe is a 2,341-acre area lying west of Paine Field Airport and the Mukilteo Speedway.

Originally the Master Plan and subsequent Sector Plans were approved by Snohomish County and subsequently adopted by the City of Mukilteo after annexation in 1991. Harbour Pointe is divided into 23 Sectors which laid out the allowed land uses and zoning, road network, maximum vehicle trips, parks and open space, wetlands, and public services (see **Exhibit 1**).

To provide predictability during the annexation transition period, the City of Mukilteo agreed to accept the designated land uses and zoning for a period of at least three (3) years after the annexation. With the annexation, the City adopted the Snohomish County zoning regulations.

### **OPTIONS FOR PLANNING FUTURE DEVELOPMENT**

The City has three (3) options for how to proceed with planning for future development in Sector 3:

#### **1. Status Quo**

This option would keep the 2007 Agreement in place, with additional amendments as needed. All parcels would be subject to the standards from 2007, and any

amendments would require approval from all property owners before they could proceed.

Process: No action at this time. Proposed changes to the current agreement's concept will require either administrative or Council approval prior to any land use application process.

## **2. Partial Fresh Start**

This option would terminate the 2007 Agreement for the vacant parcels only (Lots 4A, 9, and 10)<sup>2</sup>. The vacant lots would then be subject to the current development regulations and underlying zoning, and the previously developed lots would remain subject to the standards from 2007.

### *Process:*

Staff to work with City attorney to draft documents necessary to terminate the agreement for the vacant parcels only. City Council public hearing and approval is required to terminate the agreement for the vacant parcels only.

The existing application for townhome development on Lot 4A<sup>2</sup> would continue to be processed as a new Development Agreement, rather than an amendment to the 2007 Agreement.

## **3. Full Fresh Start**

This option would terminate the 2007 Agreement in full, and all parcels would be subject to the current development regulations and underlying zoning.

### *Process:*

Staff to work with City attorney to draft documents necessary to terminate the entire agreement. City Council public hearing and approval is required to terminate the agreement.

The existing application for townhome development on Lot 4A<sup>2</sup> would continue to be processed as a new Development Agreement, rather than an amendment to the 2007 Agreement.

## **HISTORY OF SECTOR 3**

Sector 3 is the portion of Harbour Pointe that includes the Sno-Isle Library, Harbour Pointe Senior Living, Walgreens, the Montessori School, and the Staybridge Hotel. This approximately 45-acre area remained largely intact and undeveloped until the mid-1990s, when the Sector was cleared.

Major development did not occur until 1998 with the completion of the Library, and additional development has been sporadic since. The southern portion of Sector 3 and the Harbour

Pointe Industrial Condominiums developed without a Development Agreement<sup>1</sup>; and the northern properties completed the Development Agreement process in 2002. In the agreement area, three (3) lots remain vacant and undeveloped, including one (1) lot adjacent to the Montessori School and two (2) lots south of the hotel.

Attached is a detailed timeline of events that have occurred in Sector 3 since conception of the Possession Shores Master Plan (see **Exhibit 3**).

### **SECTOR 3 DEVELOPMENT AGREEMENT FOR “MUKILTEO TOWN SQUARE”**

In 2002, City Council approved a Development Agreement for Lots 4-10 of Sector 3 (Ordinance No. 1063)<sup>2, 3</sup>. The 2002 Sector 3 Development Agreement (2002 Agreement) was intended to create a “Mukilteo Town Square” anchored by a major tenant such as a grocery store. A gasoline service station was proposed for the Square along with other retailers and services typically found in a neighborhood shopping center.

The 2002 Agreement included the properties previously developed as the Harbour Pointe Industrial Condominiums on Lots 5 and 6<sup>2</sup>. As part of the 2002 Agreement and rezone of Lots 4-10 from Industrial Park (IP) to Planned Community Business – South (PCB(S)), the existing IP uses would be allowed to continue on the Harbour Pointe Industrial Condominiums property.

In 2007, the 2002 Agreement was administratively amended to add alternative primary uses for Lots 4 and Lots 7-10<sup>2</sup> (see **Exhibit 5**)<sup>4</sup>. In addition, it updated the site plan to reflect the Harbour Pointe Montessori School and the extension of Harbour Place to the intersection of SR 525 and Paine Field Blvd. This process resulted in the 2007 Sector 3 Amended Development Agreement (2007 Agreement).

### **DURATION OF AGREEMENT**

The current 2007 Agreement included a buildout period of five (5) years from the effective date of the agreement with an additional five (5) year extension. **The Sector 3 Development Agreement buildout and vesting period expired in November 2017, and the terms of the Development Agreement remain in place.**

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<sup>1</sup> Development agreements are site-specific contracts between the City and private property owners that contains planning and project elements, a vesting period, and establishes or modifies the development standards on a site-specific basis. Standards may include density, parking, circulation, setbacks, building size and separation, landscaping and other standards, pursuant to the procedures of [Revised Code of Washington \(RCW\) Sections 36.70B.170-210](#).

There are currently six (6) active development agreements in the City (see **Exhibit 2**).

<sup>2</sup> See **Exhibit 3** for maps with lot locations.

<sup>3</sup> The 2002 Sector 3 Development Agreement is recorded under Snohomish County Auditor’s File No. 200212200087.

<sup>4</sup> The 2007 Sector 3 Amended Development Agreement is recorded under AFN 200711290678.



All proposals submitted after the buildout and vesting period are subject to the terms of the 2007 Agreement, or any future amendments to the 2007 Agreement. The City has the right to terminate the agreement for all or a portion of the properties, with notice.

### **REMAINING VACANT PARCELS**

Three (3) parcels have remained vacant throughout the life of the agreement. Recently, the property owners of these lots have expressed interest to develop outside the scope of the existing agreement (see **Exhibit 4**).

One proposal includes a townhome development on the vacant lot south of the Montessori School, and the second proposal includes a hotel on the vacant lot south of the Staybridge Suites Hotel<sup>2</sup>. For both proposals, major amendments to the 2007 Agreement would be required as townhomes are currently not allowed on any lot in Sector 3, and the size and number of rooms proposed for the hotel exceed thresholds set in the agreement that distinguish between an administrative amendment and major amendment.

Termination of all or parts of the existing 2007 Agreement would revert either just the vacant lots or all the lots to current standards in the PCB(S) zoning district, including permitted uses, bulk matrix standards (height, setbacks, lot and hard surface coverage, etc.), mixed-use development and design standards, amended development standards, etc. Single-family residential, duplexes, and townhouse uses are only allowed in PCB(S) with a Development Agreement<sup>5</sup>.

Major amendments to existing development agreements and new development agreements require action by City Council following a public hearing. The 2007 Agreement as written provides limited benefit to the City: traffic impact fees were paid as part of concurrency for the original Harbour Pointe Master Plan, and the amount of staff and attorney effort to amend the 2007 Amended Development Agreement is proving cumbersome and time-consuming.

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<sup>5</sup> See [Mukilteo Municipal Code \(MMC\) 17.16.060](#) Permitted Use Matrix and MMC 17.16.060(B)(9).



CITY OF  
**MUKILTEO**

Exhibit 1

POSSESSION  
SOUND

Sector  
2

Sector  
4

Sector  
3

Sector  
10

Sector  
6

Sector  
5

Sector  
7

Sector  
11

Sector  
9

Sector  
14

Sector  
8

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Sector  
13

Sector  
15

Sector  
16

Sector  
17

Sector  
18

Sector  
19

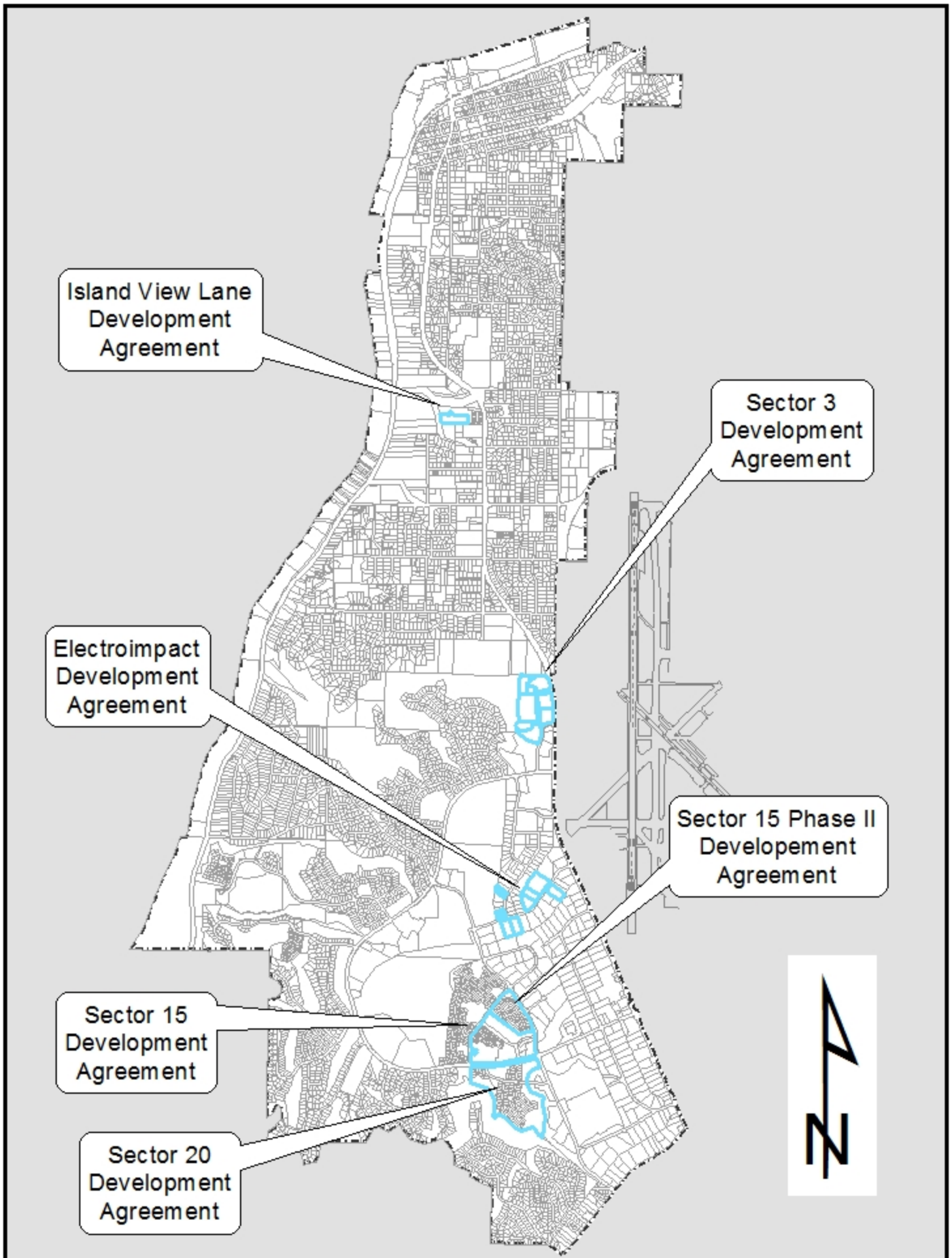
Sector  
20

Snohomish  
County

Snohomish  
County  
Paine Field  
Airport



PRD Overlay





## SECTOR 3 TIMELINE OF EVENTS

Year	Event
<b>1978</b>	<b>Possession Shores Master Plan</b>
	<ul style="list-style-type: none"> <li>Sectors #3, #7, #15 and #20</li> <li>Land Use: Heavy Industrial/Industrial Park</li> <li>Zoning: Heavy Industrial</li> </ul>
<b>1991</b>	<b>Annexation to City of Mukilteo</b>
	<ul style="list-style-type: none"> <li>Continued Snohomish County plans for Harbour Pointe area.</li> <li>The proposed zoning designation Heavy Industrial (HI) as adopted by Section 3 of this ordinance is hereby established as the proposed zoning designation for the real property described in Exhibit M, attached hereto and hereby incorporated in full by this reference. Said area is further depicted in that certain map identified as Exhibit N, attached hereto and hereby incorporated in full by this reference (Ordinance 690; March 12, 1991).</li> </ul>
	<p style="text-align: center;"><b>EXHIBIT "M"</b></p> <p style="text-align: right;"><i>Page 1</i></p> <p><b>SECTOR 3</b></p> <p>That ptm of SE 1/4 of SE 1/4 of Sec 16 &amp; NE 1/4 of NE 1/4 of Sec 21, Twp 28N, R4E, W.M..      DAF: Beg AAP on N ln of SE 1/4 of SE 1/4 of sd Sec 16, wh pt bears N88°45'25"W a      dist of 822.04' fr NE cor of SE 1/4 of SE 1/4 of sd Sec 16; th S3°36'53"W for 843.28';      th S8°24'40"E for 223.89'; th S37°02'28"W for 138.91'; th S44°17'52"E for 88.22'; th      S34°22'01"W, for 168.64'; th S80°00'00"W for 50'; th S27°51'41"E for 222.28'; th S31°16'04"W      for 209.80'; th N85°11'07"W for 161.55'; th N46°02'31"W for 152.30'; th S34°30'00"W for      120'; th S38°51'43"E for 218.04'; th S40°48'50"E for 154.40'; th S36°53'51"E for 153.44';      th S38°51'43"E for 149.14' TAP on N r/w ln of that 80' wide rd convy'd to Snohomish Co.      by deed rec under APN 7703150176; th N79°17'13"E alg N r/w ln of sd rd for 256.29';      th on a crv to R havg a radius of 2,040', an arc dist of 405.88'; th S89°18'49"E alg      N r/w ln of sd rd for 175' m/l to pt of nxn of sd N r/w ln of sd rd with W r/w ln of St.      Hwy. #525; th in a N'y dir alg W r/w ln of St. Hwy. #525 to pt of nxn of sd W r/w ln with N      ln of SE 1/4 of SE 1/4 of sd Sec 16; th N88°45'25"W alg N ln of SE 1/4 of SE 1/4 of sd      Sec 16 for 606.72' to TPB.</p>
<b>1993</b>	<b>Harbour Pointe Business Center Big Gulch Campus Binding Site Plan</b>
	<ul style="list-style-type: none"> <li>Divided Sector 3 into 12 lots (areas now occupied by Library, Harbour Pointe Senior Living, Walgreen's, the Montessori School, and the Staybridge Hotel)</li> <li>Auditor's File No. (AFN) 9312305007</li> </ul>
<b>1998</b>	<b>Comprehensive Plan Amendment and Zone Change</b>
	<ul style="list-style-type: none"> <li>Industrial (IP) for north half of Sector 3 (Lot 4 – 10)</li> <li>Commercial (PCB(S)) for south half of Sector 3 (Lots 1, 2, 3, 11 and 12)</li> </ul>
<b>1998</b>	<b>Development Begins in Sector 3 South</b>
	<ul style="list-style-type: none"> <li>1998: Sno-Isle Library (Lot 1)</li> <li>2000: Harbour Point Family Living (Lots 2 and 3)</li> <li>2001: Walgreen's (Lot 12 – later becomes Lot 12B)</li> </ul>

Year	Event																				
2001	<b>Industrial Park Condominiums Develop</b>																				
	<ul style="list-style-type: none"><li>Developed on Lots 5 and 6 under Industrial Park (IP) Zoning</li></ul>																				
2002	<b>Sector 3 Development Agreement: “Mukilteo Town Square”</b>																				
	<ul style="list-style-type: none"><li>Proposed Zoning: PCB(S) Planned Community Business – South</li><li>Proposed Land Use:<ul style="list-style-type: none"><li>The purpose was to tailor the development of the site and specify applicable development standards to allow a commercial/retail development on the subject property.</li><li>The Square was to be anchored by a major tenant, most likely a grocery store. A gasoline service station was proposed for the Square along with other retailers and services typically found in a Class A neighborhood shopping center.</li></ul></li><li>Lots 4, 7, 8, 9 and 10 were vacant.</li><li>Lots 5 and 6 were allowed to continue the uses allowed in the IP and PCB(S) zoning districts after the Development Agreement was adopted.</li><li>Lot 11 was also vacant but was not included in the Development Agreement.</li><li>Provided primary uses and placement of primary uses for each lot, along with maximum building square footages.<ul style="list-style-type: none"><li>Single building less than 75,000 sf</li><li>All buildings total less than 250,566 sf</li></ul></li></ul> <table><tr><th>PROJECT AREA</th><th>ACREAGE</th><th>PRIMARY USE(S)</th><th>PRIMARY PLACEMENT OF USES</th></tr><tr><td>Lot 4</td><td>5.675 ac.</td><td>Retail and office.</td><td>Buildings shall be located up against Harbour Place to help shield the parking fields.</td></tr><tr><td>Lots 5 &amp; 6</td><td>6.280 ac.</td><td>Existing industrial condominiums. IP uses shall be allowed per the MMC. PCB(S) uses shall be allowed per this agreement.</td><td>Existing buildings</td></tr><tr><td>Lots 7, 8, 9 &amp; 10</td><td>11.095</td><td>Grocery store, gas service station, retail shops and bank pad.</td><td>Retail shops shall be located up against Harbour Place to help shield the parking fields and improve the streetscape.</td></tr><tr><td>TOTAL PROJECT AREA</td><td>23.052 ac. (approx.)</td><td></td><td></td></tr></table> <ul style="list-style-type: none"><li>Vesting period: Five (5) years with an additional automatic three (3) year extension so long as development review had been initiated.</li></ul>	PROJECT AREA	ACREAGE	PRIMARY USE(S)	PRIMARY PLACEMENT OF USES	Lot 4	5.675 ac.	Retail and office.	Buildings shall be located up against Harbour Place to help shield the parking fields.	Lots 5 & 6	6.280 ac.	Existing industrial condominiums. IP uses shall be allowed per the MMC. PCB(S) uses shall be allowed per this agreement.	Existing buildings	Lots 7, 8, 9 & 10	11.095	Grocery store, gas service station, retail shops and bank pad.	Retail shops shall be located up against Harbour Place to help shield the parking fields and improve the streetscape.	TOTAL PROJECT AREA	23.052 ac. (approx.)		
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2002	<b>Binding Site Plan Splits Lot 11</b>																				
	<ul style="list-style-type: none"><li>Lot 11 is split into Lot 11A and Lot 11B</li><li>AFN 200212315002</li></ul>																				
2003	<b>Lots 11A and 11B Develop</b>																				

Year	Event
	<ul style="list-style-type: none"> <li>Bank (Lot 11A) and Multi-Tenant Retail (Lot 11B) are completed</li> </ul>
<b>2005</b>	<b>Binding Site Plan Adjusts Lots 4 and 7</b>
	<ul style="list-style-type: none"> <li>Lot 4 is split into Lot 4A and Lot 4B</li> <li>A Native Growth Protection Area is split off of the west portion of Lot 7</li> <li>AFN 200508295173</li> </ul>
<b>2006</b>	<b>Montessori School Develops</b>
	<ul style="list-style-type: none"> <li>Development on Lot 4B</li> <li>Schools are not a permitted use in the Planned Community Business (South) (PCB(S)) zone, however the 2002 Development Agreement allowed for specialized instruction schools as a permitted use.</li> </ul>
<b>2007</b>	<b>Administrative Modification to Sector 3 Development Agreement</b>
	<ul style="list-style-type: none"> <li>Added “hotel” as a primary permitted use for Lots 7-10, added “retail”, “office”, and “school” as primary permitted uses for Lot 4, and updated the site plan to reflect the Harbour Pointe Montessori School and the extension of Harbour Place to the intersection of SR 525 and Paine Field Blvd.</li> <li>Vesting Period: Five (5) years from the effective date of the agreement with an additional five (5) year extension.</li> </ul>
<b>2008</b>	<b>Binding Site Plan Adjusts Lots 5-9</b>
	<ul style="list-style-type: none"> <li>Lots 5 and 6 become Parcel 1</li> <li>Lot 7 is split into Parcel 2 with the remainder combined into Parcel 3 with Lot 8</li> <li>A portion of Lots 8 and 9 are dedicated to connect Harbour Place to SR 525</li> <li>Lot 9 becomes Parcel 4</li> <li>AFN 200803275001</li> </ul>
<b>2009</b>	<b>Hotel Develops</b>
	<ul style="list-style-type: none"> <li>Lots 7 and 8 (now Parcels 2 and 3)</li> </ul>
<b>2017</b>	<b>Vesting Period Ends</b>
	<ul style="list-style-type: none"> <li>10-Year Vesting Period for 2007 Administrative Amendment to the Development Agreement ends</li> <li>Lots 4A, 9 (now Parcel 4) and 10 remain undeveloped</li> </ul>
<b>2019</b>	<b>Basel Townhome Proposal</b>
	<ul style="list-style-type: none"> <li>Staff received application to amend the 2007 Development Agreement to allow townhome development on Lot 4A</li> </ul>

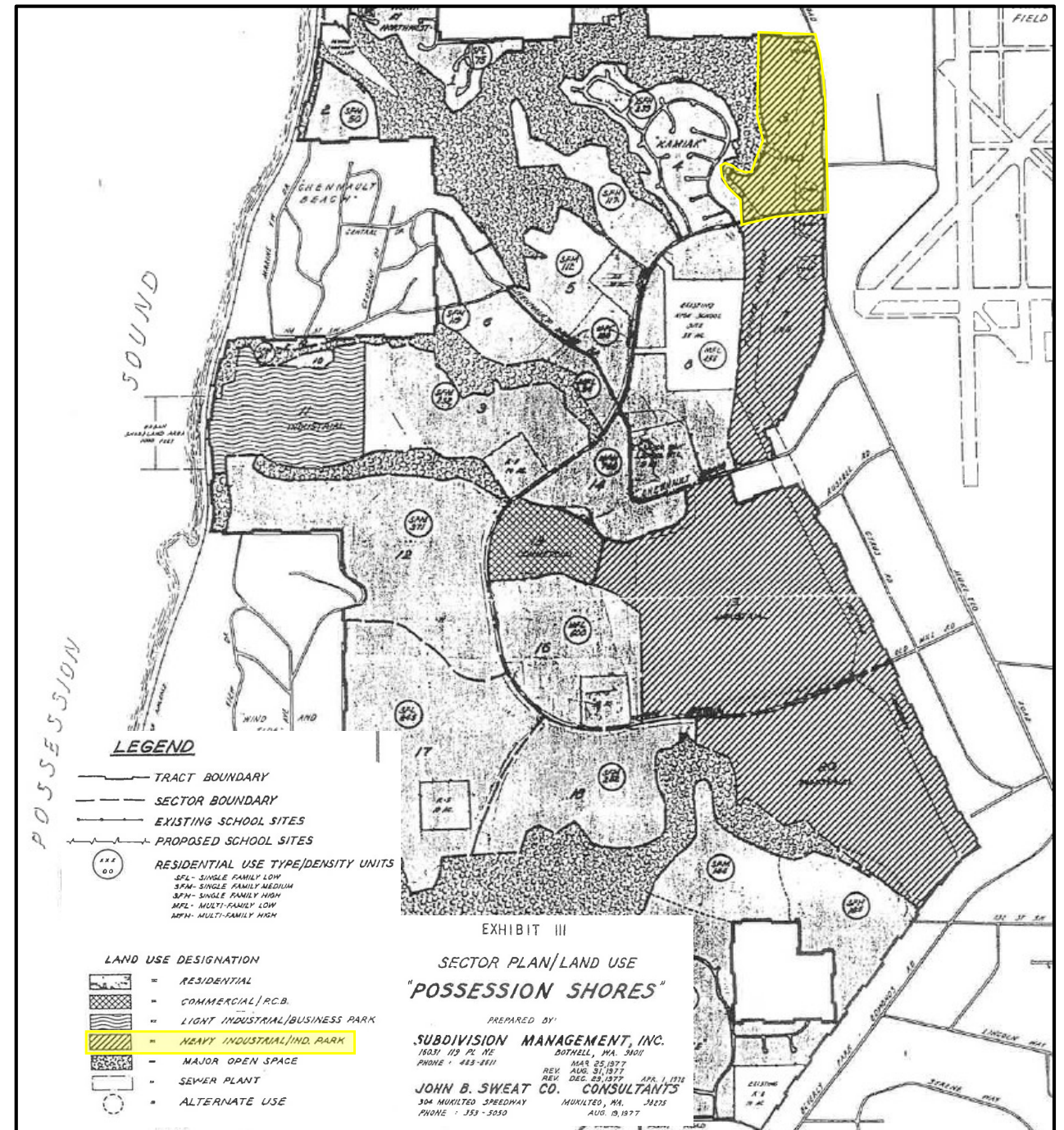
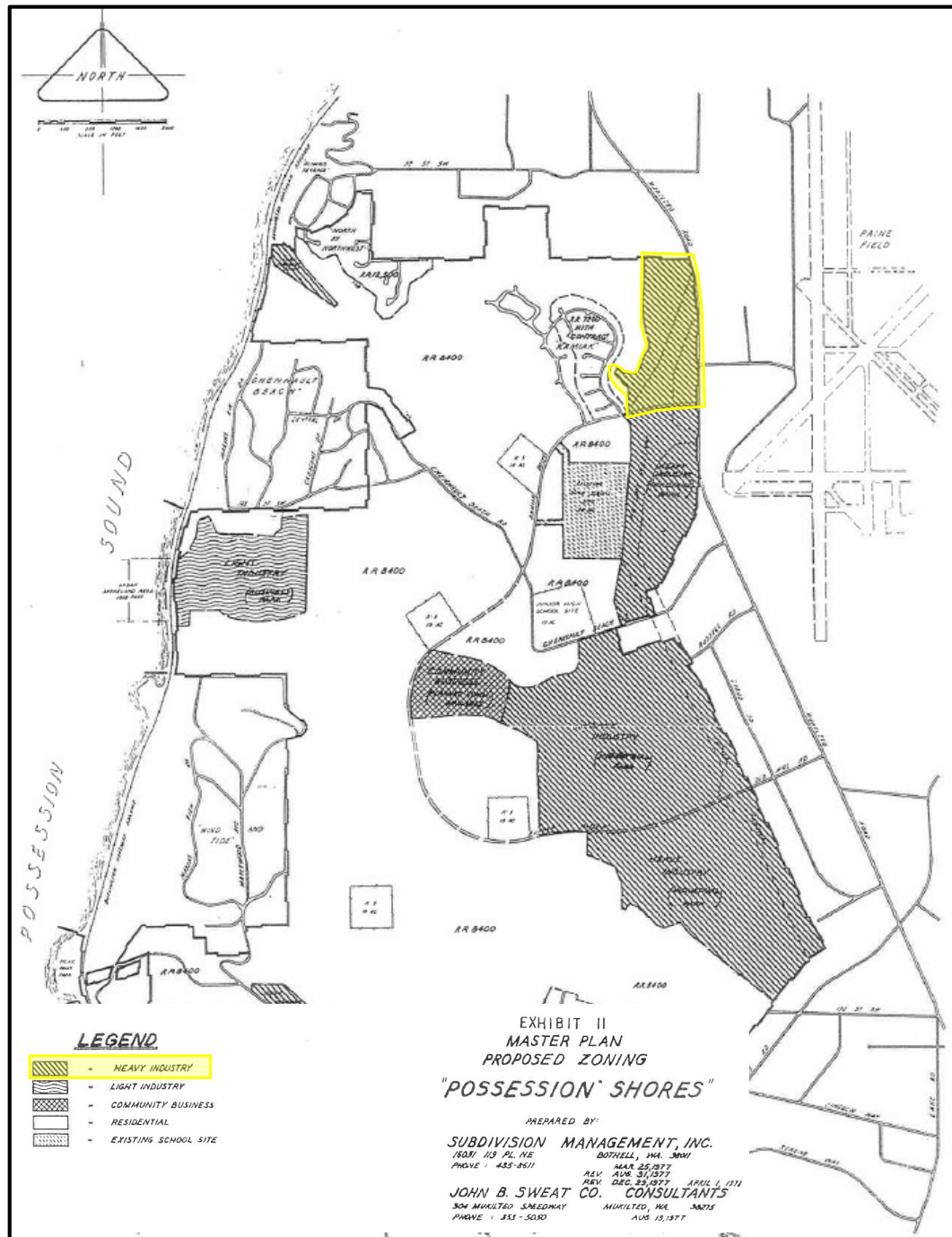
# Sector 3

Timeline of Planning and Development

# Possession Shores Master Plan

1978





Possession Shores Master Plan – 1978

# Harbour Pointe Annexation

1991

- The proposed zoning designation Heavy Industrial (HI) as adopted by Section 3 of this ordinance is hereby established as the proposed zoning designation for the real property described in Exhibit M, attached hereto and hereby incorporated in full by this reference. Said area is further depicted in that certain map identified as Exhibit N, attached hereto and hereby incorporated in full by this reference

*(Ordinance 690, March 12, 1991)*

## EXHIBIT "M"

*Page 1*

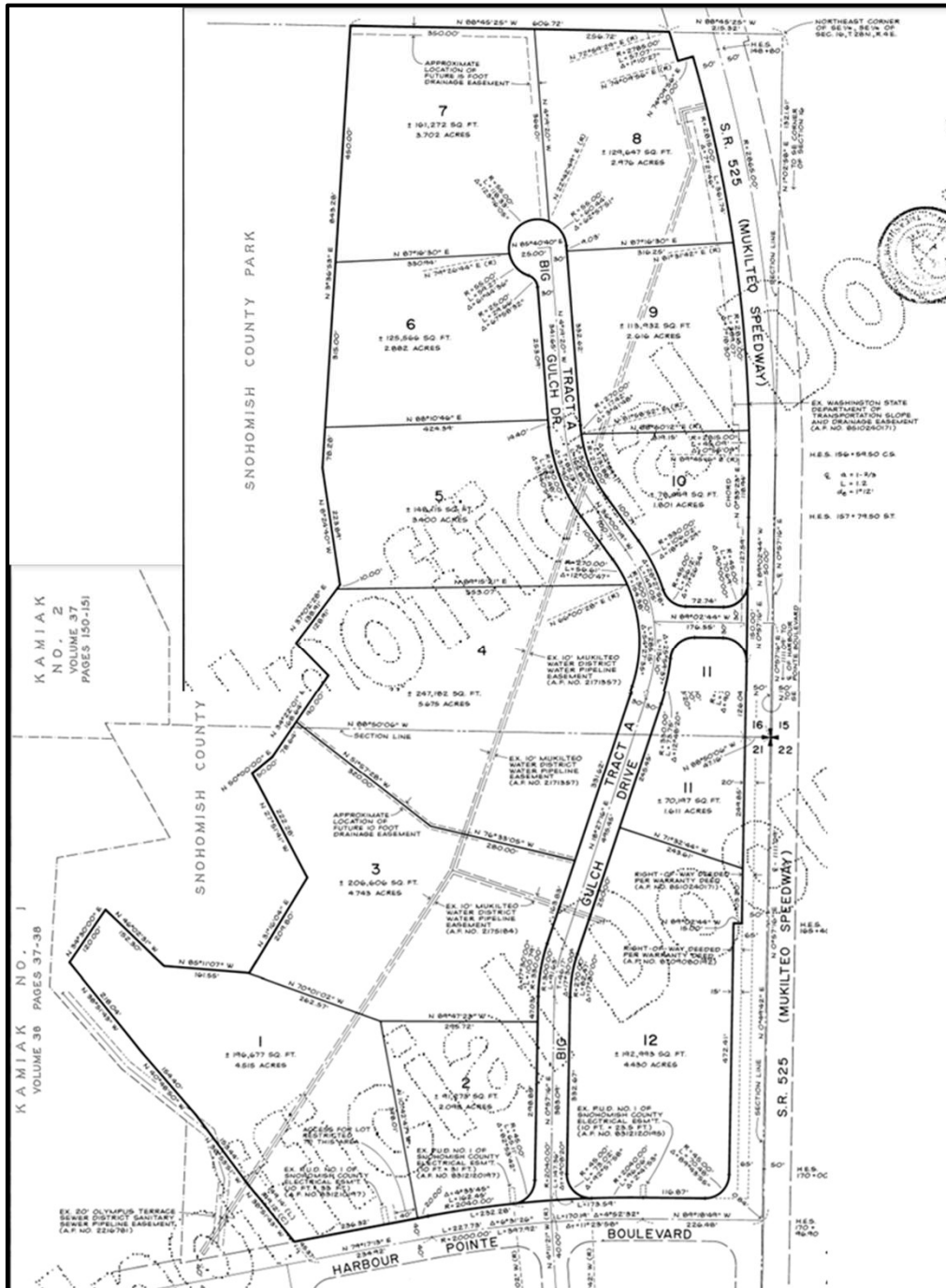
### SECTOR 3

That ptm of SE 1/4 of SE 1/4 of Sec 16 & NE 1/4 of NE 1/4 of Sec 21, Twp 28N, R4E, W.M., DAF: Beg AAP on N ln of SE 1/4 of SE 1/4 of sd Sec 16, wh pt bears N88°45'25"W a dist of 822.04' fr NE cor of SE 1/4 of SE 1/4 of sd Sec 16; th S3°36'53"W for 843.28'; th S8°24'40"E for 223.89'; th S37°02'28"W for 138.91'; th S44°17'52"E for 88.22'; th S34°22'01"W, for 168.64'; th S50°00'00"W for 50'; th S27°51'41"E for 222.28'; th S31°16'04"W for 209.80'; th N85°11'07"W for 161.55'; th N46°02'31"W for 152.30'; th S34°30'00"W for 120'; th S38°51'43"E for 218.04'; th S40°48'50"E for 154.40'; th S36°53'51"E for 153.44'; th S38°51'43"E for 149.14' TAP on N r/w ln of that 80' wide rd convyd to Snohomish Co. by deed rec under APN 7703150176; th N79°17'13"E alg N r/w ln of sd rd for 256.29'; th on a crv to R havg a radius of 2,040', an arc dist of 405.88'; th S89°18'49"E alg N r/w ln of sd rd for 175' m/l to pt of nxn of sd N r/w ln of sd rd with W r/w ln of St. Hwy. #525; th in a N'ly dir alg W r/w ln of St. Hwy. #525 to pt of nxn of sd W r/w ln with N ln of SE 1/4 of SE 1/4 of sd Sec 16; th N88°45'25"W alg N ln of SE 1/4 of SE 1/4 of sd Sec 16 for 606.72' to TPB.

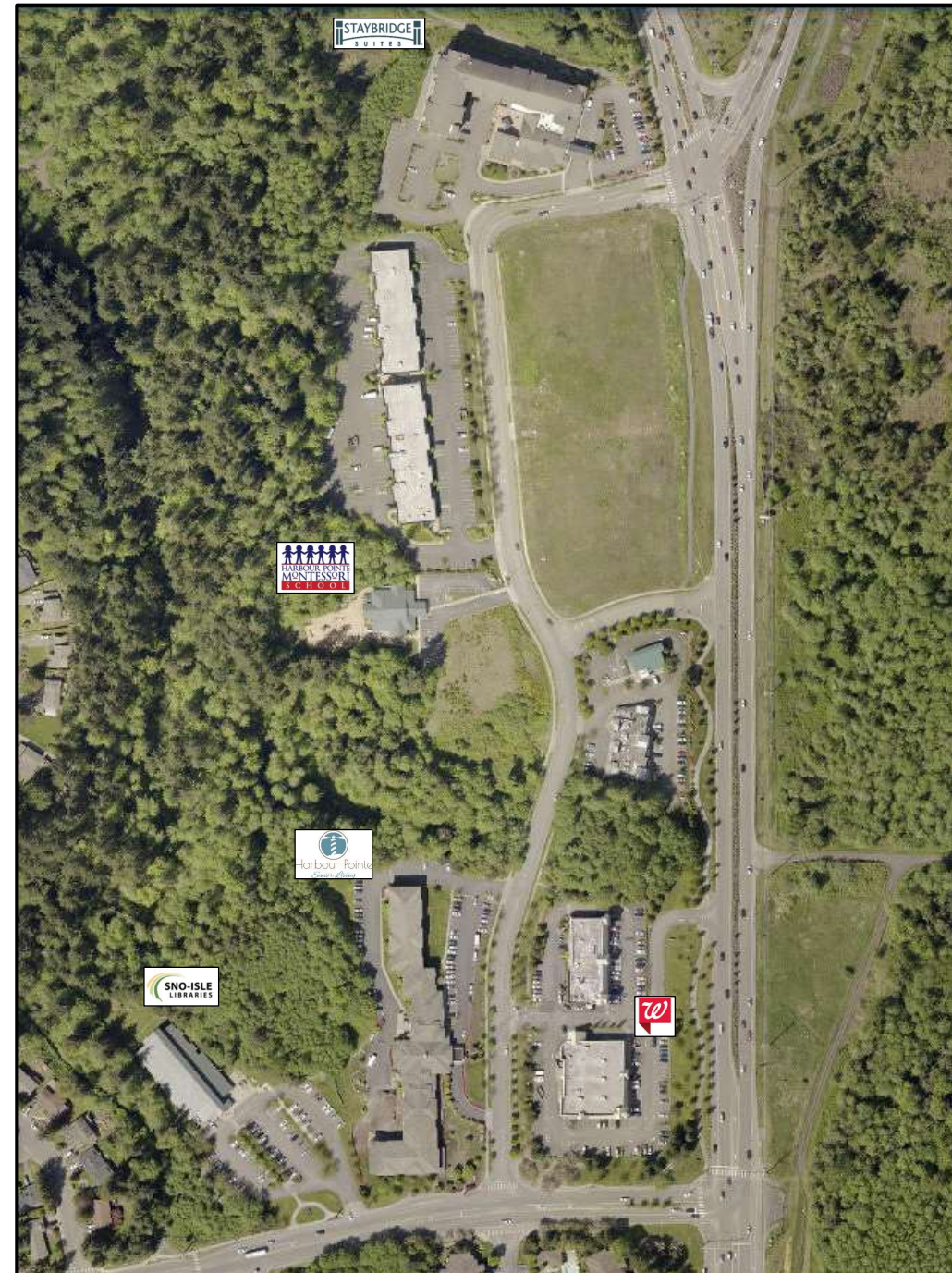
# Harbour Pointe Business Center Big Gulch Campus – Binding Site Plan

1993





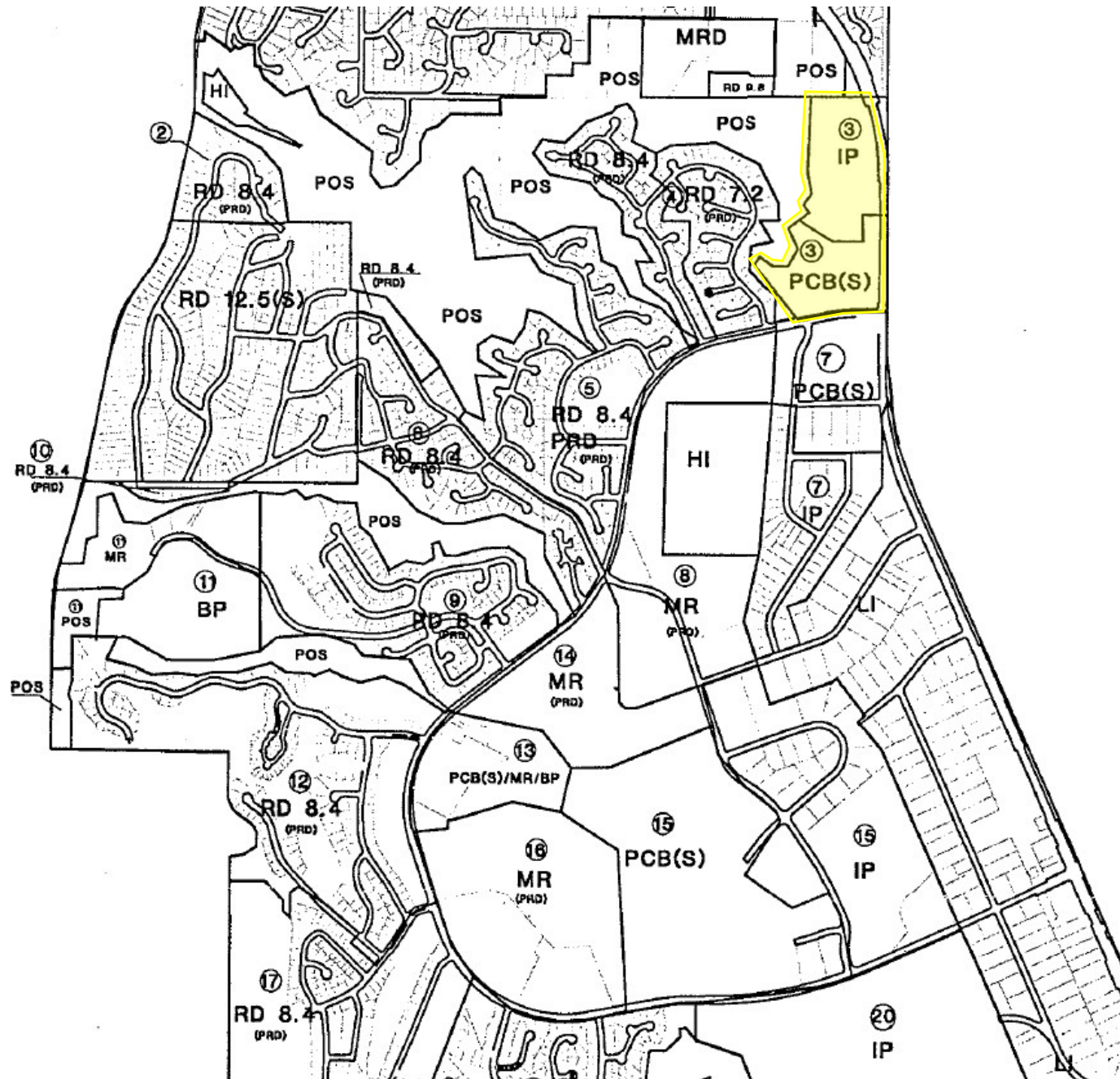
HPBC Big Gulch Campus Binding Site Plan – 1993



# Comprehensive Plan Amendment and Zone Change

1998





## LEGEND

RD 20.0	—	SFR DISTRICT, 20,000 S.F. MIN. LOT AREA
RD 12.5	—	SFR DISTRICT, 12,500 S.F. MIN. LOT AREA
RD 12.5(S)	—	SFR DISTRICT-SOUTH, 12,500 S.F. MIN. LOT AREA
RD 9.6	—	SFR DISTRICT, 9,600 S.F. MIN. LOT AREA
RD 9.6(S)	—	SFR DISTRICT-SOUTH, 9,600 S.F. MIN. LOT AREA
RD 8.4	—	SFR DISTRICT, 8,400 S.F. MIN. LOT AREA
RD 7.5	—	SFR DISTRICT, 7,500 S.F. MIN. LOT AREA
RD 7.2	—	SFR DISTRICT, 7,200 S.F. MIN. LOT AREA
WFB	—	WATERFRONT BEACH, (SFR) 7,200 S.F. MIN. LOT AREA
MRD	—	MFR DISTRICT, 3,350 S.F. USABLE LAND/DU
MR	—	MFR DISTRICT, 2,000 S.F. USABLE LAND/DU
DB	—	DOWNTOWN BUSINESS DISTRICT
CB	—	COMMUNITY BUSINESS DISTRICT
CB(S)	—	COMMUNITY BUSINESS DISTRICT-SOUTH
PCB	—	PLANNED COMMUNITY BUSINESS DISTRICT
PCB(S)	—	PLANNED COMMUNITY BUSINESS DISTRICT-SOUTH
BP	—	BUSINESS PARK DISTRICT
PI	—	PLANNED INDUSTRIAL DISTRICT
IP	—	INDUSTRIAL PARK DISTRICT
LI	—	LIGHT INDUSTRIAL DISTRICT
HI	—	HEAVY INDUSTRIAL DISTRICT
PSP	—	PUBLIC/SEMI-PUBLIC DISTRICT
WMU	—	WATERFRONT MIXED-USE
POS	—	PARKS AND OPEN SPACE
20	—	DENOTES SECTORS IN HARBOUR POINTE MASTER PLAN AREA
	—	LOCAL, STATE AND FEDERAL HISTORIC PLACES

- To change the zoning designation of Lot 1, 2, 3, 11 and 12 of Sector 3 from Heavy Industrial (HI) to Planned Community Business – South (PCB(S)).

(Ordinance 955, September 21, 1998.)

# Harbour Pointe Business Center Big Gulch Campus

1998 – 2006





Library – 1998







Harbour Pointe Family Living – 2000







Walgreens – 2001







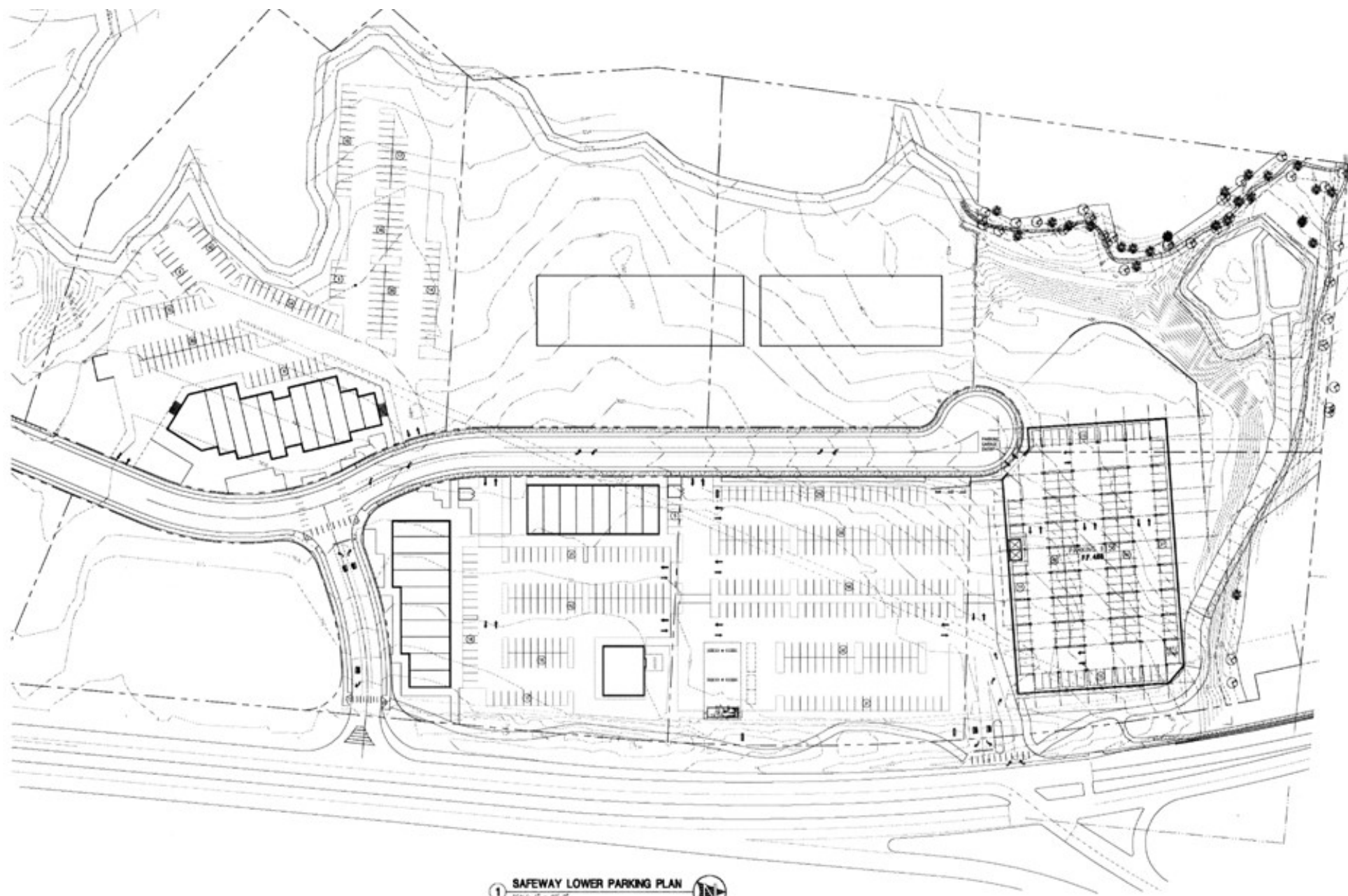
Industrial Park Condominiums – 2001



# Sector 3 Development Agreement Mukilteo Town Square

2002





1 SAFEWAY LOWER PARKING PLAN  
SCALE: 1" = 40'-0"





EAST ELEVATION along SR 525



SOUTH ELEVATION / SITE SECTION

GRAPHIC SCALE  
0 5 10 25 50 FEET

MUKILTEO TOWN SQUARE  
S.R. 525 & PAINE FIELD BLVD.  
MUKILTEO, WASHINGTON

EXHIBIT F  
08.15.02





SHOPS BUILDINGS 'A' and 'B' looking northeast from Harbour Place

## MUKILTEO TOWN SQUARE

S.R. 525 & PAINE FIELD BLVD.  
MUKILTEO, WASHINGTON

## EXHIBIT H

12-13-02



TRF PACIFIC  
6410 ROOSEVELT WAY N.E.  
SEATTLE, WA 98115



DYKEMAN  
ARCHITECTS





GAS STATION looking southwest from SR 525

## MUKILTEO TOWN SQUARE

S.R. 525 & PAINE FIELD BLVD.  
MUKILTEO, WASHINGTON

## EXHIBIT G

08-13-02



TRF PACIFIC  
6410 ROOSEVELT WAY N.E.  
SEATTLE, WA 98115



# Comprehensive Plan Amendment and Zone Change

2002



## Zoning Map

Mukilteo Comprehensive Plan Update 2002  
City of Mukilteo, Washington

Residential	Commerical
MR PRD	BP
MRD	CB
RD 12.5	CB (S)
RD 12.5 (S)	DB
RD 7.2 PRD	PCB
RD 7.5	<b>PCB (S)</b>
RD 8.4 PRD	PCB (S) / MR / BP
RD 9.6	<b>Other</b>
RD 9.6 (S)	POS
<b>Industrial</b>	PSP
HI	WMU
IP	<b>Sector</b> ○
LI	
PI	

- To change the zoning designation of 9600, 9607, 9700, 9705, 9800, 9809, and 9900 Harbour Place to Planned Community Business – South (PCB(S)) with Development Agreement.

*(Ordinance 1065; October 21, 2002)*

Harbour Pointe Montessori School

2006





Harbour Pointe Montessori School – 2006



# Sector 3 Development Agreement Amendment

## Mukilteo Town Square

2007



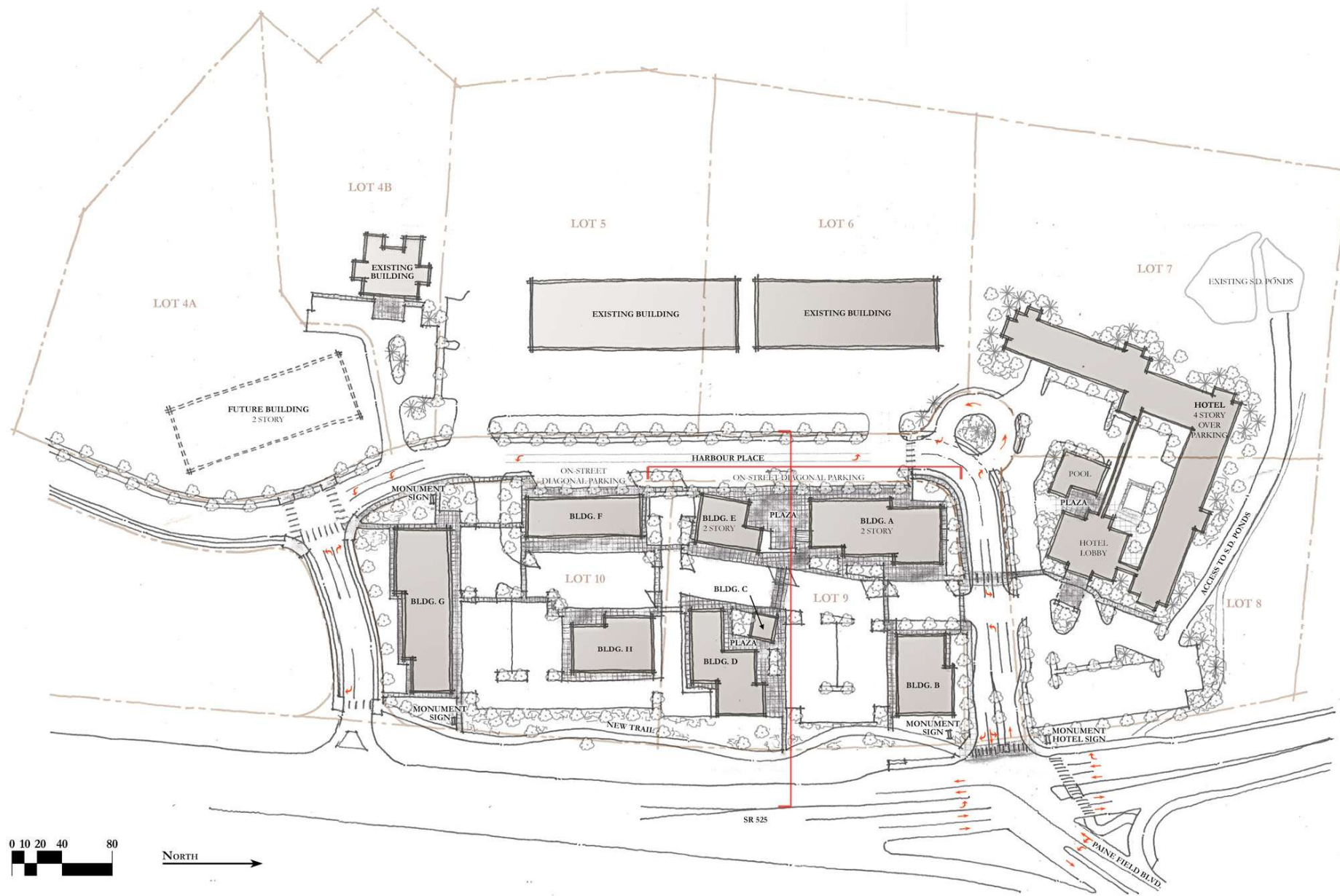
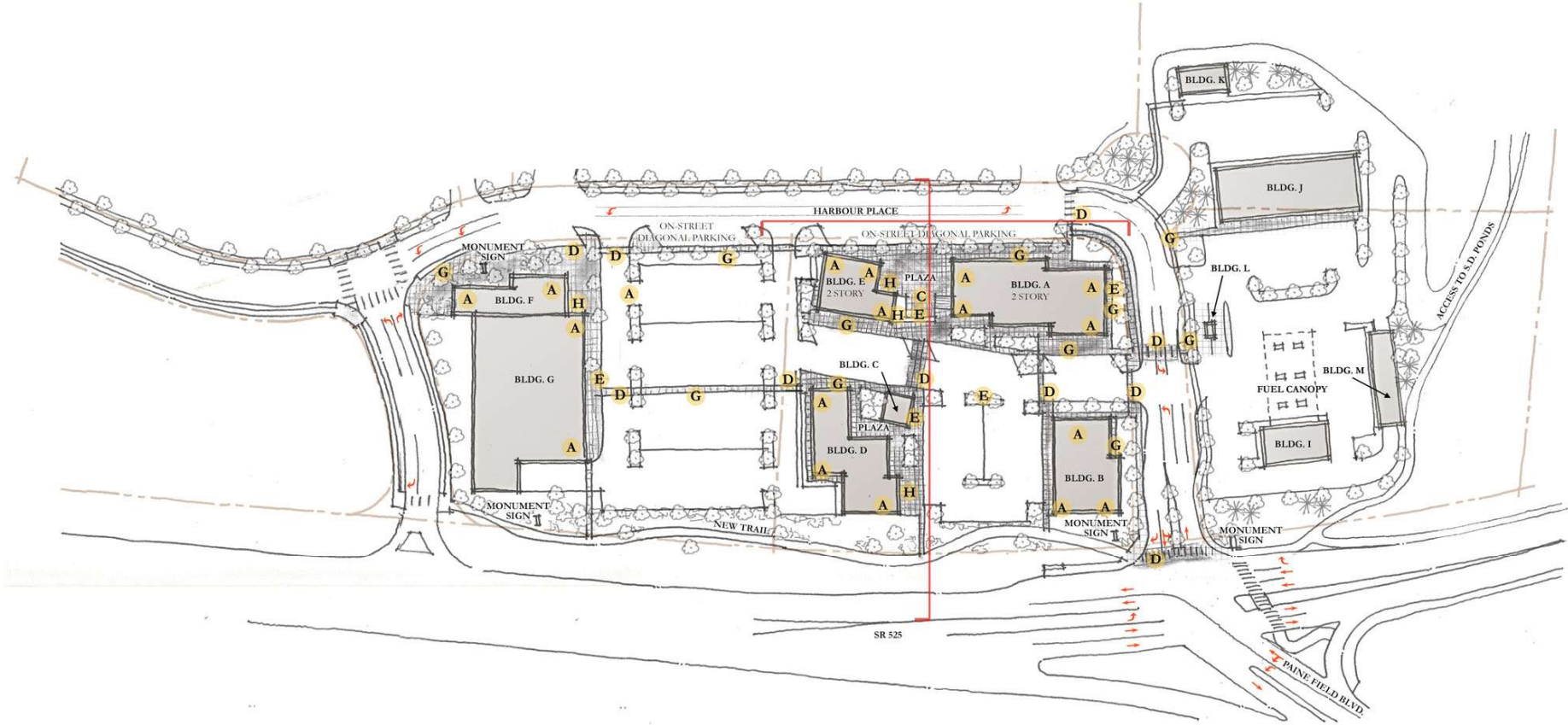


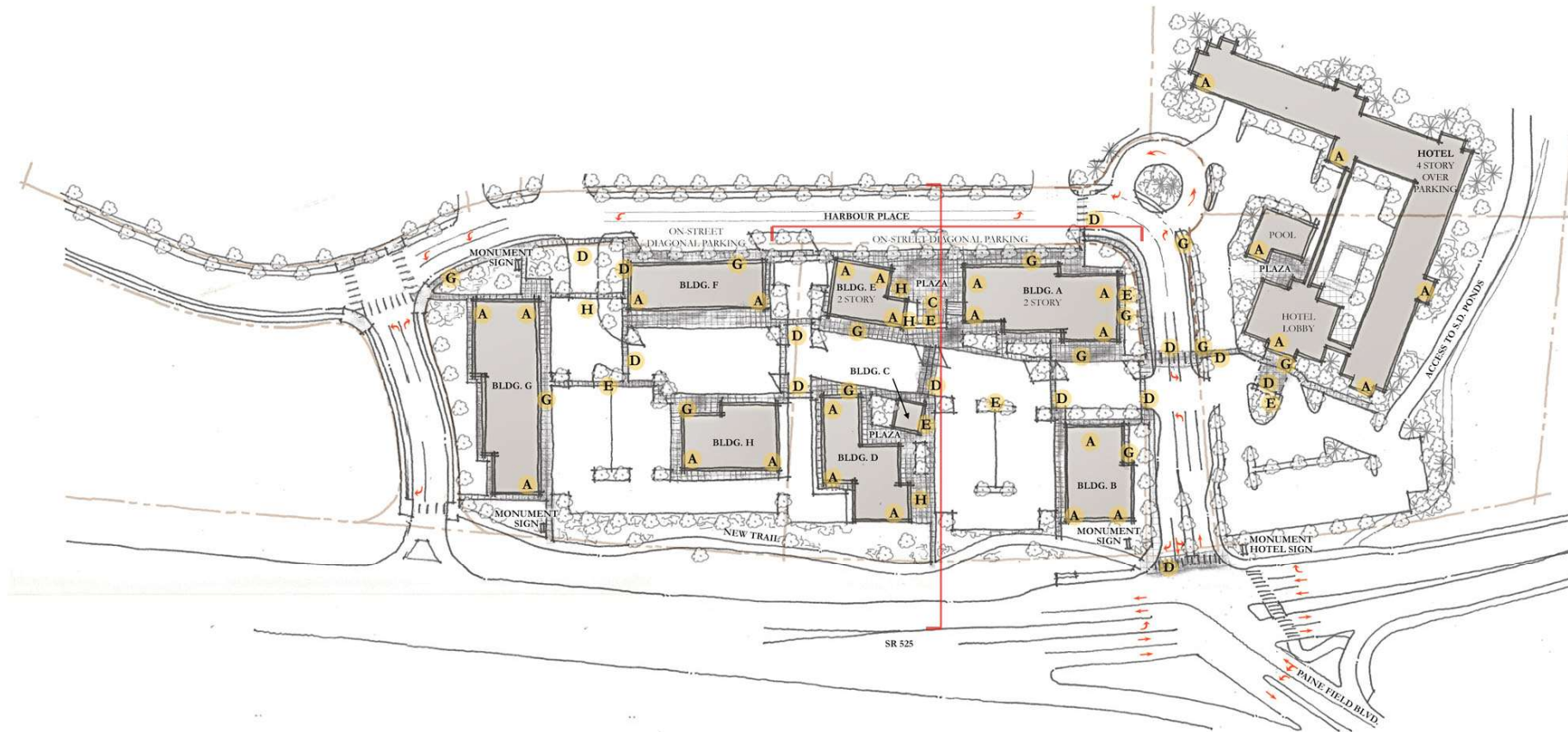
EXHIBIT E  
Overall Site Plan  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington



0 10 20 40 80  
NORTH  
NOTE: SEE EXHIBITS E.1 & E.2 FOR KEYED ITEM DESCRIPTIONS

EXHIBIT E.1  
Option 1: Retail / Office / Auto Fuel Service Station  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington





0 10 20 40 80  
NORTH  
NOTE: SEE EXHIBITS E.1 & E.2 FOR KEYED ITEM DESCRIPTIONS

EXHIBIT E.2  
Option 2: Retail / Office / Hotel  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington



**A.**  
**BUILDING  
ELEMENTS**

- Construct manquee corner elements to give shopping center unique identity
- Use a variety of materials to discourage monotony and provide a familiar experience to visitors.



**B.**  
**LIGHTING**

- Provide base lighting consistent throughout development
- Use a variety of accent lighting to augment the facades



**C.**  
**WATER FEATURE**

- Include fountain or other water feature at focal point within project; possibly spanning two levels at plaza area



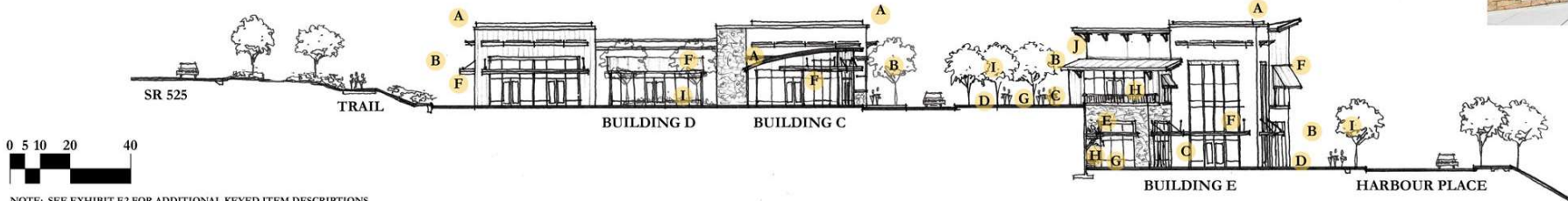
**D.**  
**PAVING PATTERN**

- Incorporate transition patterns in paving at all raised and level crosswalks locations and major intersections (pavers, stamped concrete, etc.)
- Develop unique pattern at plaza and main pedestrian corridor to create continuity throughout project



**E.**  
**TRELLIS/KIOSK**

- Locate trellis elements at particular locations to provide variety and texture at the pedestrian scale
- Building C may include trellis features to distinguish it as a focus destination
- Trellises may include vegetation
- Trellises may be incorporated in outdoor cafe/seating areas to provide shade
- Trellis elements may be used to mark secondary access points (i.e. from parking or paths)



NOTE: SEE EXHIBIT E2 FOR ADDITIONAL KEYED ITEM DESCRIPTIONS

**EXHIBIT F.1**  
Building and Site Design Guidelines - North Elevation through Plaza  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington

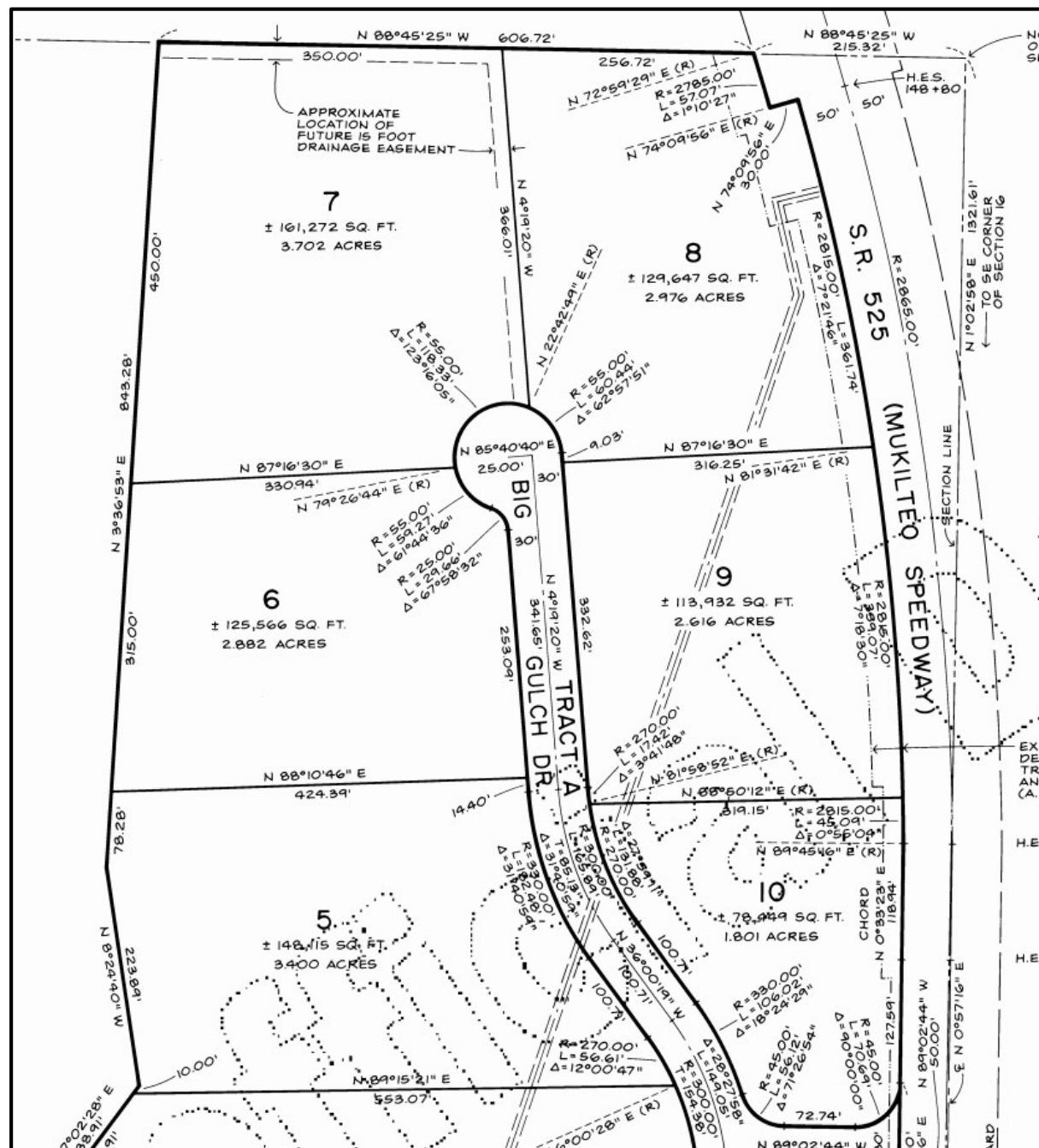




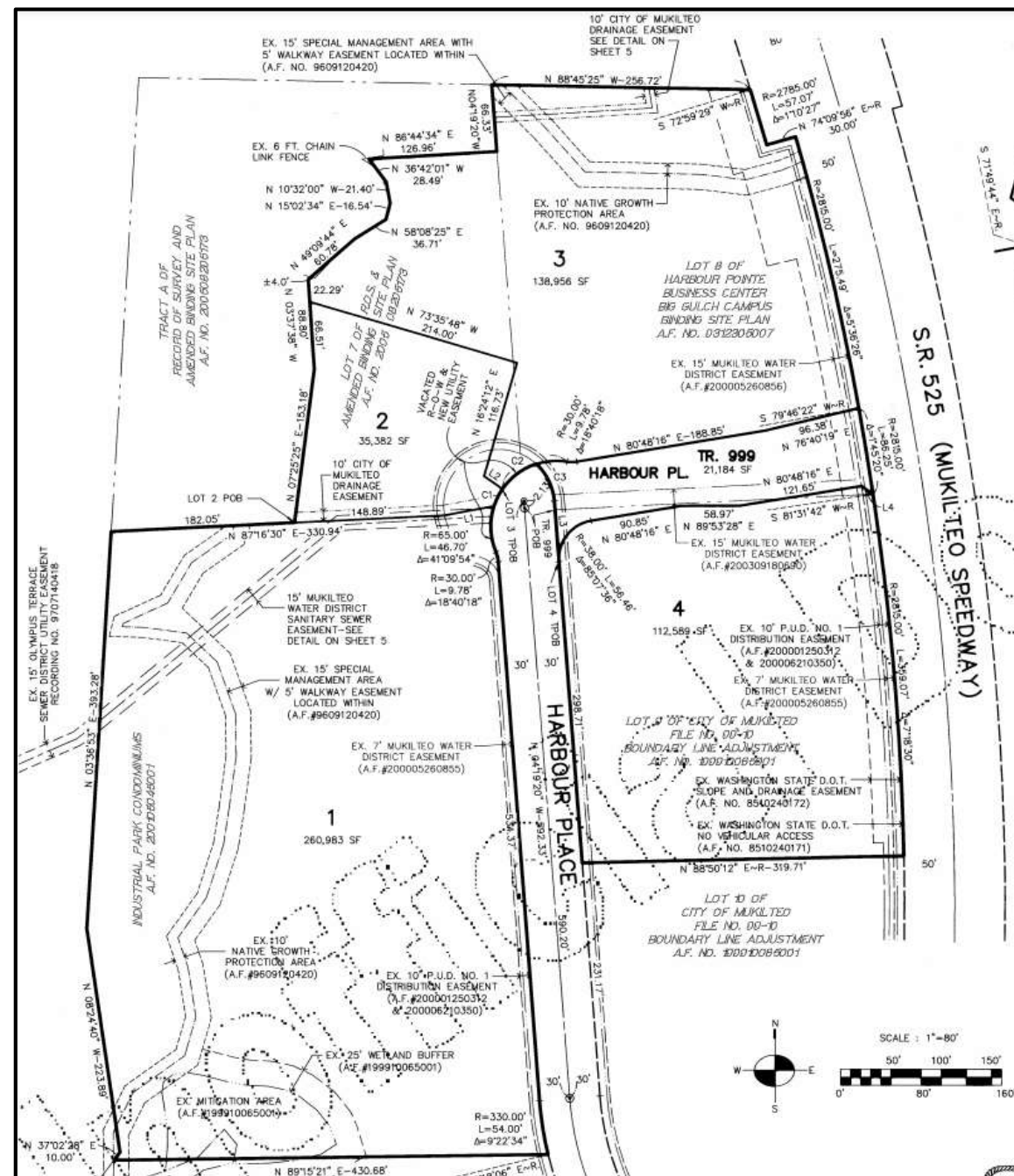
# Binding Site Plan Amendment, Lots 5 – 9

2008





## Binding Site Plan – 1993



# Amended Binding Site Plan – 2008



Staybridge Suites

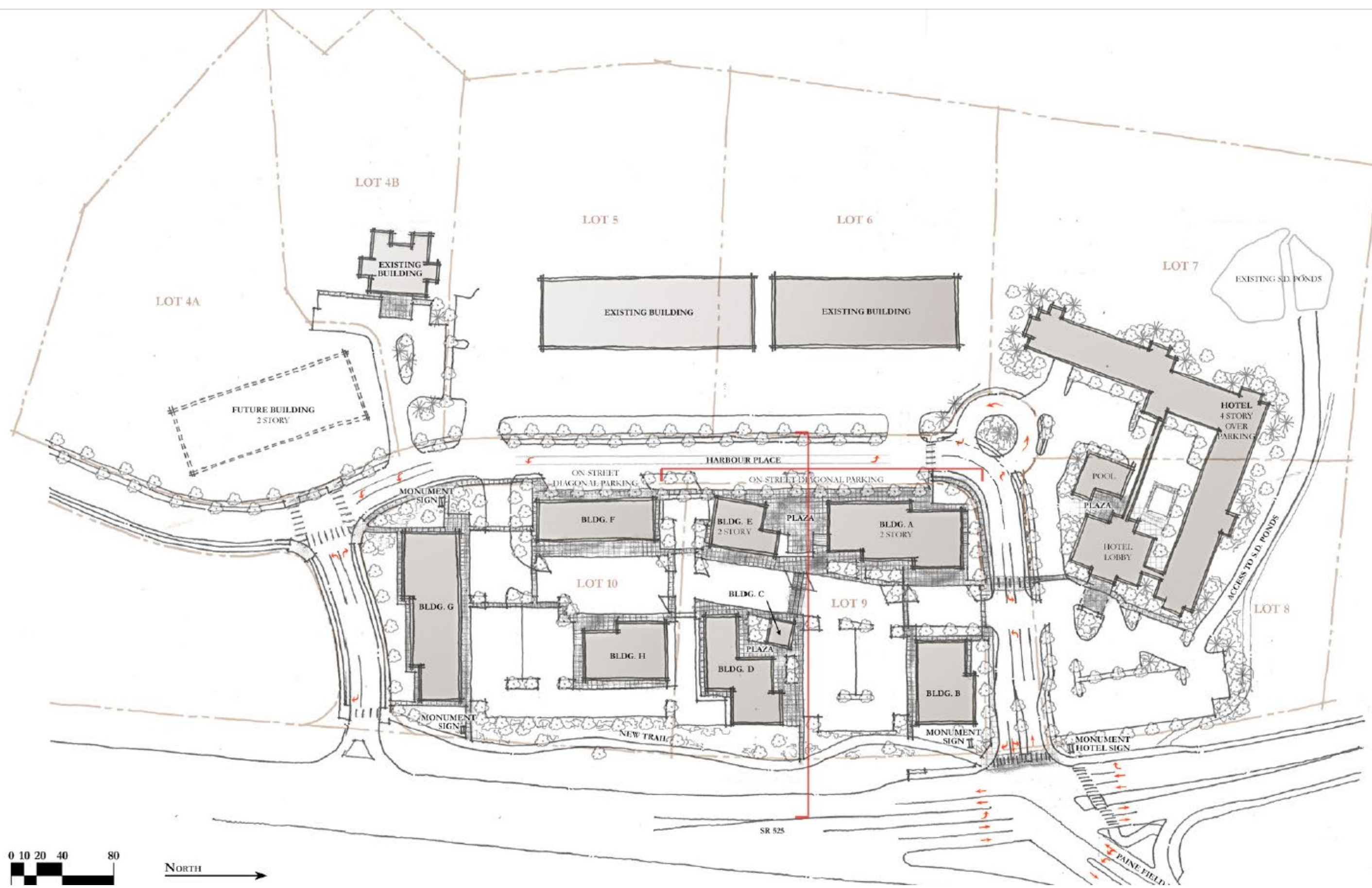
2009



Staybridge Suites – 2009













City of Mukilteo, Washington  
**Sector 3 Development Agreement**  
Amended Agreement  
October 30, 2007



**Return Address:**  
Community Development Department  
City of Mukilteo  
4480 Chennault Beach Road  
Mukilteo, WA 98275

200711290678  
11/29/2007 3:59pm  
SNOHOMISH COUNTY, WASHINGTON  
CONFORMED COPY  
76 PGS  
\$115.00

**Document Title(s) (or transactions contained therein):**

1. Sector 3 Development Agreement
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**  
(on page 1 of documents(s))

**Grantor(s) (Last name first, then first name and initials)**

1. Harbour Pointe Limited Partnership
2. Kirtley, Ralph R. Anna Lee
3. Kaanda, LLC
4. Industrial Park Condominium Owners Association
5. ☒ Additional names on page 1 of document.

**Grantee(s) (Last name first, then first name and initials)**

1. City of Mukilteo
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document.

**Legal description (abbreviated: i.e. lot, block, plat or section, township, range)**

Portion of NE ¼ Section 16 and the NE ¼ of Section 21, all in Township 28 North Range 4 East, W.M.

☒ Additional legal is on page 29-33 of document.

**Assessor's Property Tax Parcel/Account Number**

280421-001-032-00, 280416-004-007-00, 280416-004-008-00, 280416-004-009-00, 280416-004-010-00,  
280416-004-012-00, 009231-000-109-00, 9231-000-222-00

☒ Additional legal is on page 29-33 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

## **1. PROJECT DESCRIPTION.**

### **1.1 Project Elements.**

**1.1.1** Lots 7, 8, 9 and 10 of the Property are currently vacant and will be developed as a neighborhood shopping center called Mukilteo Town Square (the "Square"). The Square may include retail services, hotel, offices, service station and other retailers and services typically found in a Class A neighborhood shopping center.

**1.1.2** Lot 4B has a Montessori school and Lot 4A can be developed with uses outlined in Table 2.1.

**1.1.3** Lots 5 and 6 are currently developed with two buildings containing industrial condominium users. These existing industrial uses will continue to be allowed and future industrial uses will continue to be allowed under the current IP zoning. PCB(S) uses are permitted on Lots 5 and 6 per the current zoning. This agreement allows the industrial condominiums to continue to be used for industrial uses as originally planned under the IP zoning designation prior to the rezone to PCB(S) but also to allow for retail / commercial uses when and where commercially viable. It is understood that Lot 4A will be developed separately from Lots 7, 8, 9 and 10. However, the development standards described herein shall apply to all of the Property except for internal improvements to existing buildings on Lots 4B, 5, and 6. It is anticipated that the Harbour Place side of the industrial condominiums will be more desirable as retail commercial tenancies due to the synergy created once Lots 4A, 7, 8, 9 and 10 have been developed and occupied.

**1.1.4.** The existing and planned development on Lots 4A, 4B, 5, 6, 7, 8, 9 and 10 (together referred to as the "Project") is illustrated in Exhibit E, E1, & E2.

**1.2 Primary Uses and Primary Placement of Uses.** The Project consists of three areas described in the table below. The Primary Uses identify the initial proposed uses to be placed in each by project area ("Allocation of Uses"). The key design parameter for the placement of these uses in each area ("Primary Placement of Uses") is also described. Additional design and development standards are established in the various Exhibits attached to this Agreement.



## **2.2 Building and Infrastructure Design Standards.**

**2.2.1 Bulk Standards.** The setbacks, yards, bulk, height and other regulations are set forth in Exhibit 2.2.1.

**2.2.2 Landscape, Trail, NGPA Standards.** The landscape standards are set forth in Exhibit 2.2.2.

**2.2.3 Parking Standards.** The parking standards are set forth in Exhibit 2.2.3.

**2.2.4 Road, Street Lighting, Street Furniture and Streetscape Standards.** The road and streetscape standards are set forth in Exhibit 2.2.4.

**2.2.5 Building Design Standards.** The building standards are set forth in Exhibit 2.2.6.

**2.2.6 Signage Standards.** The signage standards are set forth in Exhibit 2.2.8.

**2.3 Critical /Sensitive Area Standards.** The only sensitive/critical areas within the Project consist of the Big Gulch ravine on the north and west sides and the associated 15' Special Management Area (SMA), Native Growth Protection Area (NGPA) at the top of the bank that meanders across Lot 4A&B in a southeasterly to northwesterly direction, then continuing in a northerly direction across the approximate western quarter of Lots 5, 6, and 7, then running easterly along the northern most portions of Lots 7 and 8. A storm detention pond is located on the northwest corner of Lot 7 (Tract A). Access to the detention pond will be provided. All Critical / Sensitive Areas have been identified and mitigated within Sector 3 per the Sector Plan, Sector 3 Industrial Development and the Harbour Pointe Sector 3 Sector Plan Amendment dated September 1998. The proposed development as illustrated in Exhibit E may extend into the existing SMA/NGPA in compliance with MCC 17.52A.050.C(2) and (5). Wetland and associated buffers are surveyed and meet the required standards and monitoring plan and shall remain in effect. Trails and other uses approved by the City are allowed within the buffer area consistent with the City's critical area ordinance. The Developer will submit a replanting plan with the building permit for development on lots 7 and 8 if impacted by development.

## **2.4 Sidewalks, Trails and Open Space.**

**2.4.1 Sidewalks and Trails.** The Individual Parcel Owners of Lots 4A, 7, 8, 9, and 10 shall construct and complete, fund, or provide the City with appropriate financial guarantees for those portions of the City's sidewalk system that are within the Property or in the right-of-way that is directly adjacent to the Property, before occupancy of the first new building in the Project. The Individual Parcel Owners of Lots 4A, 7, 8, 9, and 10 shall grant access and maintenance easements to the City for those portions of the Sidewalk and Trail located on their respective private properties.

**2.4.2 Open Space.** The Project, and the required open space areas for wetlands and buffers, landscape buffers and transition areas, meets the required open space in accordance with the Sector Plan and Harbour Pointe Sector 3 Sector Plan Amendment. The PCB(S) open space requirements of fifteen percent (15%) need not be met on a lot by lot basis so long as total required open space is provided, retained and incorporated into the landscape plan. Plaza space, NPGA, open area and any other open area that is not a part of the ten percent (10%) parking lot area landscaping requirement will be credited to the PCB(S) open space requirement.

## **2.5 Transportation Standards.**

**2.5.1 Concurrency.** The Allowable Development of the Project meets the concurrency and level of service standards of the City. Transportation mitigation covering this project is included in two transportation mitigation agreements done for the Harbour Pointe Master Plan: (i) Agreement Letter of Understanding with WSDOT dated June 1985 and amended March 1988; and Modification to Letters of Understanding with WSDOT dated December 20, 1999; (ii) Road Improvement Agreement dated September 1988 and amended January 1991 and August 1992. A traffic study has been submitted as part of this Agreement. The traffic signal and 4<sup>th</sup> leg measures have been approved by WSDOT and constructed and an additional trip generation study has been completed.

Transportation mitigation for the Project consists of the following, which are in addition to \$381 per highway front foot (less credit for sidewalk construction) that will be paid to WSDOT:

- Modification of the traffic signal at the intersection of Mukilteo Speedway and Paine Field Boulevard. The fourth leg (west leg) for Mukilteo Speedway and Paine Field Boulevard shall be opened into Lot 8 for full turning movements into and out of Mukilteo Town Square and connecting to Harbour Place. This improvement will include an eastbound connection that allows traffic to leave the Project and travel northbound onto Paine Field Boulevard.
- Installation of a ten (10') foot meandering sidewalk along SR 525 frontage.
- cobra lighting along the SR 525 frontage (this is further described in Exhibit 2.2.3).
- acorn lighting along the meandering ten (10') foot sidewalk (this is further described in Exhibit 2.2.3)
- Scored and colored concrete pad to designate pedestrian crossings

**2.6 Surface Water Standards.** The Project shall comply with the storm drainage requirements set forth in the Sector 3 Industrial Park Development Plan, the Harbour Pointe Sector 3 Sector Plan Amendment, and the recommendations of the drainage study to be completed by the Individual Parcel Owners of Lots 7, 8, 9, and 10 subsequent to this Agreement to confirm adequate capacity for the Project. A storm detention pond has already been constructed on the northwest corner of Lot 7 (Tract A), sized to accommodate stormwater from buildout of development in Sector 3. A

development (collectively "Flexibility Objectives"). The Project, including Allocation of Uses, Primary Placement of Uses, Allowable Development and Development Standards, may be modified based upon achieving Flexibility Objectives under the standards and procedures set forth in Exhibit 2.10. The types of modifications under Exhibit 2.10 include (a) authorized applicant elections, (b) administrative minor modifications and (c) major modifications requiring City Council approval.

**2.11 Impact Fees.** No city impact fees shall be imposed except as expressly provided in this Agreement.

**2.12 Other Standards.** To the extent this Agreement does not establish or incorporate Development Standards covering a certain subject, element or condition, then the Project shall be governed by those land use control ordinances and regulations in effect on the Effective Date. For those requirements that are not land use control ordinances or regulations, the Project shall be governed by those City codes and standards in effect upon the date of an application for an Implementing Approval (defined in Section 3 below).

### **3. VESTING OF DEVELOPMENT STANDARDS AND MITIGATION.**

**3.1 General Vesting Rule.** All development within the Project shall be implemented through plats, short plats, binding site plans, condominiums, site development permits, building permits and other City permits and approvals (collectively "Implementing Approvals"). All Implementing Approvals shall be governed by the Development Standards and the City shall not modify or impose new or additional Development Standards beyond those set forth in this Agreement, except as provided in this Section.

**3.2 During Buildout Period.** The Buildout Period shall run for a term of five (5) years from the Effective Date with an additional automatic five (5) year extension. After notice, a public hearing and adoption of findings, the City Council may modify one or more Development Standards during the Buildout Period to the extent required to avoid a serious threat to the public health or safety. Notwithstanding the foregoing, the International Building Code, International Fire Code and other construction codes in effect on the date of a building permit application or other construction application within the Project shall apply, except no code changes after the date of this Agreement shall require retrofitting or modification of utilities, facilities or other infrastructure which were installed in accordance with this Agreement unless such retrofitting or modifications are required to avoid a serious threat to the public health and safety.

**3.3 After Buildout Period.** The Development Standards shall continue to apply to all applications for Implementing Approval submitted for the Project after expiration of the Buildout Period, except either party may terminate this Agreement, and the zoning and development regulations may be modified, as provided in Section 6.12 below.



**4.4 Previous SEPA reviews.** There have been prior SEPA reviews and approval of the Sector 3 Sector Plan that, by this reference, are fully incorporated into this Development Agreement. The review and approval dates are:

- Harbour Pointe Master Plan EIS, June 1978
- Possession Shores Master Plan 1978
- Harbour Pointe Build-out Traffic Impact Study, April 1988
- Sector 3 Mitigated Determination of Non-Significance, November 6, 1991.
- Revised Mitigated Determination of Non-Significance, April 17, 1992.
- 2<sup>nd</sup> Revision to Mitigated Determination of Non-Significance, May 21, 1992.
- Sector 3 Plan Approval, March 17, 1993.
- Final Wetland Mitigation Plan, March 17, 1993.
- Sector 3 Rezone Request and SEPA Checklist (Lots 4 through 10), March 25, 2002.

**5. MITIGATION.** The Development Standards provide Project mitigation. The Owner's compliance with the Development Standards and other provisions of this Agreement meet applicable concurrency and level of service requirements and constitutes adequate and sufficient public facilities and services for the Project.

## **6. GENERAL PROVISIONS.**

**6.1 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

### **6.2 Binding on Successors; Assignment; Release of Liability.**

**6.2.1 Binding.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Owners and upon the City.

**6.2.2 Assignment.** The parties acknowledge that development of the Project likely will involve sale and assignment of portions of the Property ("Individual Parcels") to other persons ("Individual Parcel Owners") who will own, develop and/or occupy portions of the Property and buildings thereon. The City has authority under its code provisions to require bonds or other security for performance of construction obligations through binding site plan or other permit approvals.

Each Owner shall have the right to assign or transfer all or any portion of the respective interests, rights or obligations under this Agreement or in the Project to Individual Parcel Owners including transfer of all interests through foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any transfer of rights by such Owner (the "Transferring Owner") pursuant to this Agreement.

**6.3 Recording.** A memorandum of this Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on the Owners and their successors and assigns.

**6.4 Authority; Severability.**

**6.4.1 Authority.** The City and the Owners each represent and warrant they have the respective power and authority, and are duly authorized, to execute, deliver and perform their obligations under this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual development agreement with consideration.

**6.4.2 Severability.** If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the Parties to the maximum extent allowable under law. If a court finds unenforceability or invalidity of any portion of this Agreement, the parties agree to seek diligently to modify the Agreement consistent with the court decision, and no Party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. If the parties do not mutually agree to modifications within forty-five (45) days after the court ruling, then either party may initiate the dispute resolution proceedings in Section 6.11 for determination of the modifications, which implement the intent of this Agreement and the court decision.

**6.5 Amendment.** The Project and Development Standards may be modified as provided in Section 2.10, Exhibit 2.10 and other provisions of this Agreement, which shall not constitute amendments of this Agreement except for "Major Modifications" as determined under Exhibit 2.10. This Agreement shall not be modified or amended without the express written approval of the City and the Owners/Individual Parcel Owners affected by such amendment and with notice to all Owners/Individual Parcel Owners and opportunity for written comment by such other owners except this Agreement may be terminated after the Buildout Period as provided in Section 6.12.

**6.6 Exhibits and Appendices.** Exhibits A through 4.2 are incorporated herein by this reference as if fully set forth.

**6.7 Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

**6.8 Time of Essence.** Time is of the essence of this Agreement in every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

**6.11 Dispute Resolution.** This Section shall govern any disagreements between the City and the Owners over (a) any proposal by the City to revise Development Standards under Section 3 based upon its determination that a serious threat to public health or safety exists, and (b) disputes over modification of this Agreement after a court determination of invalidity under Section 6.4.2. The parties agree to settle the dispute over these matters by arbitration by a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. To provide an expeditious and fair process, the parties shall meet in good faith to settle the dispute within ten (10) days after either party requests such a meeting, or within forty-five (45) days after a court ruling under Section 6.4.2. The parties during said meeting will also seek to agree upon a single arbitrator if the parties do not voluntarily settle the dispute. If the parties cannot agree on a single arbitrator, then the arbitration will be referred to the JAMS/ENDISPUTE in Seattle, Washington, but if JAMS is not in existence or not able to hear the matter, then either the City or the Owners may apply to the Washington Superior Court for appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall establish the procedures and allow presentation of written and oral information, but shall render its final decision within thirty (30) days after the matter is referred to arbitration. The parties shall pay equally the cost of the arbitration, but each party shall pay its own attorney's fees. The arbitrator's decision shall be in writing and specifically find (a) whether or not the criteria for modifying development regulations are present under Section 3, or (b) what modifications implement the parties' intent consistent with the court invalidation decision under Section 6.4.2. Dispute resolution on the subjects covered by this Section 6.11 is the exclusive remedy of the parties, and the City shall have no liability for damages if dispute resolution is complied with under this Section 6.11.

**6.12 Term.** The term of this Agreement shall continue at a minimum through the Buildout Period, and shall continue after the Buildout Period unless and until notice of termination is given as provided in this section. The notice of termination may cover all or portions of the Property.

**6.12.1 City Notice.** The City's notice of termination shall use the same notice procedures, which would apply to a rezone of the Property. The City shall mail notice to the Owners under Section 6.17 and to any business or homeowners association or community groups which the City in its sole discretion determines should receive notice, but the failure to provide notice pursuant to this sentence shall not affect the validity of the City's termination notice using rezone procedures nor subject the City to any liability.

**6.12.2 Owner Notice.** Notice of termination may be provided by Owner(s) owning 50% (by acreage) of the portion of the Property for which termination is sought. Notice shall be delivered to the City and to all Owners as provided in Section 6.17 of this Agreement. No sooner than six (6) months after the notice of termination, the City shall hold public hearings and shall adopt zoning and related development standards for the Property, or portions thereof as determined appropriate by the City. Upon such adoption, this Agreement shall terminate for that portion of the Property for which termination is sought and thereafter the Property (or portion thereof for which this



**6.14 Project Status Statement.** Within thirty (30) days following any written request which any party or a Mortgagee may make from time to time, the other party to this Agreement shall execute and deliver to the requesting person a statement certifying that: (1) this Agreement is unmodified and in full force and effect, or stating the date and nature of any modification; (2) to the best knowledge of the certifying party, (a) no notice of default has been sent under Section 6.10 of this Agreement or specifying the date(s) and nature of the notice of such default and (b) no written notice of infraction has been issued in connection with the Project; and (3) any other reasonably requested information. Failure to deliver such statement to the requesting party within the thirty (30) day period shall constitute a conclusive presumption against the party failing to deliver such statement that this Agreement is in full force and effect without modification (except as may be represented by the requesting party) and that there are no notices of default nor infraction (except as may be represented by the requesting party). The delivery of the project status statement on behalf of the City pursuant to this section shall be deemed an administrative matter and shall not require legislative action. The City shall not have any liability to the requesting party or to any third party for inaccurate information if it provides the project status statement in good faith and with reasonable care.

**6.15 No Third Party.** Except for the mortgagee rights under Section 6.13, this Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

**6.16 Interpretation.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

**6.17 Notice.** All communications, notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:                      City of Mukilteo  
4480 Chennault Beach Road  
Mukilteo, WA 98275  
Attn: Mayor's Office  
Phone: (425) 355-4141  
Fax: (425) 347-4544

with a copy to:                      Ogden Murphy & Wallace  
2100 Westlake Center Tower  
1601 Fifth Avenue Seattle, WA 98101  
Attn- James E. Haney  
Phone: (206) 447-7000  
Fax: (206) 447-0215

**6.19 Delays.** If either party is delayed in the performance of its obligations under this Agreement due to *Force Majeure*, then performance of those obligations shall be excused for the period of delay.

**6.20 Modification or Suspension by State or Federal Law.** In the event that state or federal laws or regulations, enacted after the Effective Date, prevent or preclude any party from complying with one or more of the provisions of this Agreement, then to the extent feasible such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Upon enactment of any such new law or regulation, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the affect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is unfeasible in Owners' business judgment, then as their sole remedy, Owners shall have the right to terminate this Agreement by written notice to the City, provided that in addition, Owners shall have the right to challenge the such new law or regulation preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

## **7. DEFINITIONS.**

The definitions set forth in Mukilteo Zoning Code, Chapter 17.08, shall apply except as inconsistent with the terms of this Agreement or as provided below:

**“Administrative Approval Standard”** means the criteria to administratively approve Project modifications, which are consistent with the Flexibility Objectives in Section 2.10 and will not result in significant adverse environmental impacts, taking into account mitigation measures. See Exhibit 2.10.

**“Administrative Modifications”** means those modifications to the Project meeting the standards and procedures of Exhibit 2.10.

**“Agreement”** means this development agreement for the Project entered into by the parties herein.

**“Allowable Development”** means the overall square footages and Commercial Uses specified in Section 1.3.

**“Association”** means a property Owner association established by an Owner.

**“Buildout Period”** means the five (5) year period following the Effective Date, with an additional automatic five (5) year extension, excluding such time as may be necessary to fully resolve any appeals or litigation relating to this Agreement.

**“City”** means the City of Mukilteo a code city.

**“Property”** means the real property owned by the Owners described in Exhibits A through C.

CITY OF MUKILTEO, a Washington municipal corporation

By: Joe Marin  
Its: Mayor  
Date: 11.7.07

Approved as to Form:

---

HARBOUR POINTE LIMITED PARTNERSHIP, a Washington limited partnership

By: Dennis Vrabek  
Its: DENNIS VRABEK, PRESIDENT  
Vrabek Corporation  
General Partner  
Date: 10/30/2007

RALPH R. KIRTLEY AND ANNA LEE  
KIRTLEY, husband and wife

By: Ralph R. Kirtley  
Ralph R. Kirtley  
Date: 11-1-07

By: Anna Lee Kirtley  
Anna Lee Kirtley  
Date: 11-1-07

Kaanda, LLC, a Alaska Limited Liability Company



By: [Signature]  
Its: Member

Date: 11.28.07

Industrial Park Condominium Owners Association,  
a Washington Non-Profit Corporation

By: [Signature]  
Its: PRESIDENT

Date: 11/28/07

Wild Sockeye LLC

By: \_\_\_\_\_  
Daniel Park

Date: \_\_\_\_\_

By: Margaret Holland  
Margaret Holland

Date: 11/28/07

By: [Signature]  
Fred Holland

Date: 11/28/07

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF                                )

On this 7TH day of NOVEMBER 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe Marine, to me known to be the Mayor of the city of Mukilteo, described in and that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Christina J. Boughman  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
EDMONDS  
My commission expires 5.4.08

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF                    )

On this 1<sup>st</sup> day of November 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ralph R. Kirtley and Anna Lee Kirtley, husband and wife to me known to be the people that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Carrie Machan  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Snohomish, WA  
My commission expires 11-9-08

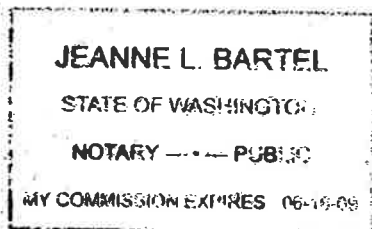


STATE OF WASHINGTON )

COUNTY OF ) ss.  
*Snohomish*

On this 28<sup>th</sup> day of November 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard Sandstrom to me known to be the President of Industrial Park Condominium Owners Association, the person that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



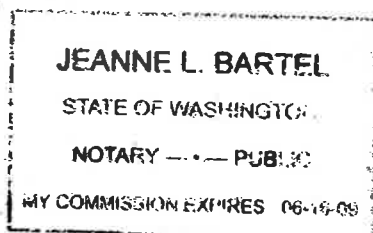
*Jeanne Bartel*  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Snohomish  
My commission expires 6/16/09

STATE OF WASHINGTON )

COUNTY OF *Snohomish* ) ss.

On this 28<sup>th</sup> day of November 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Margaret and Fred Holland, to me known to be the people that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Jeanne L. Bartel*  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
*Snohomish*  
My commission expires 6/19/09

**EXHIBIT B-1**  
**LEGAL DESCRIPTION**  
Kirtley Property

Lot 10 of Sector 3, Harbour Point Business Center, Big Gulch Campus.

LOT 10.

NEW PARCEL 10 OF CITY OF MUKILTEO BOUNDARY LINE ADJUSTMENT  
RECORDED UNDER AUDITOR'S FILE NUMBER 199910060039, RECORD OF  
SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 199910065001, SAID  
PARCEL BEING LOT 10 AND A PORTION OF LOTS 4, 5 AND TRACT A, CITY OF  
MUKILTEO BINDING SITE PLAN RECORDED UNDER AUDITOR'S FILE  
NUMBER 9312305007, BEING A PORTION OF THE SOUTHEAST QUARTER OF  
THE SOUTHEAST QUARTER OF SECTION 16 AND OF THE NORTHEAST  
QUARTER OF THE NORTHEAST QUARTER OF-SECTION 21, ALL IN  
TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH-  
COUNTY, WASHINGTON; SITUATE IN THE COUNTY OF SNOHOMISH, STATE  
OF WASHINGTON.

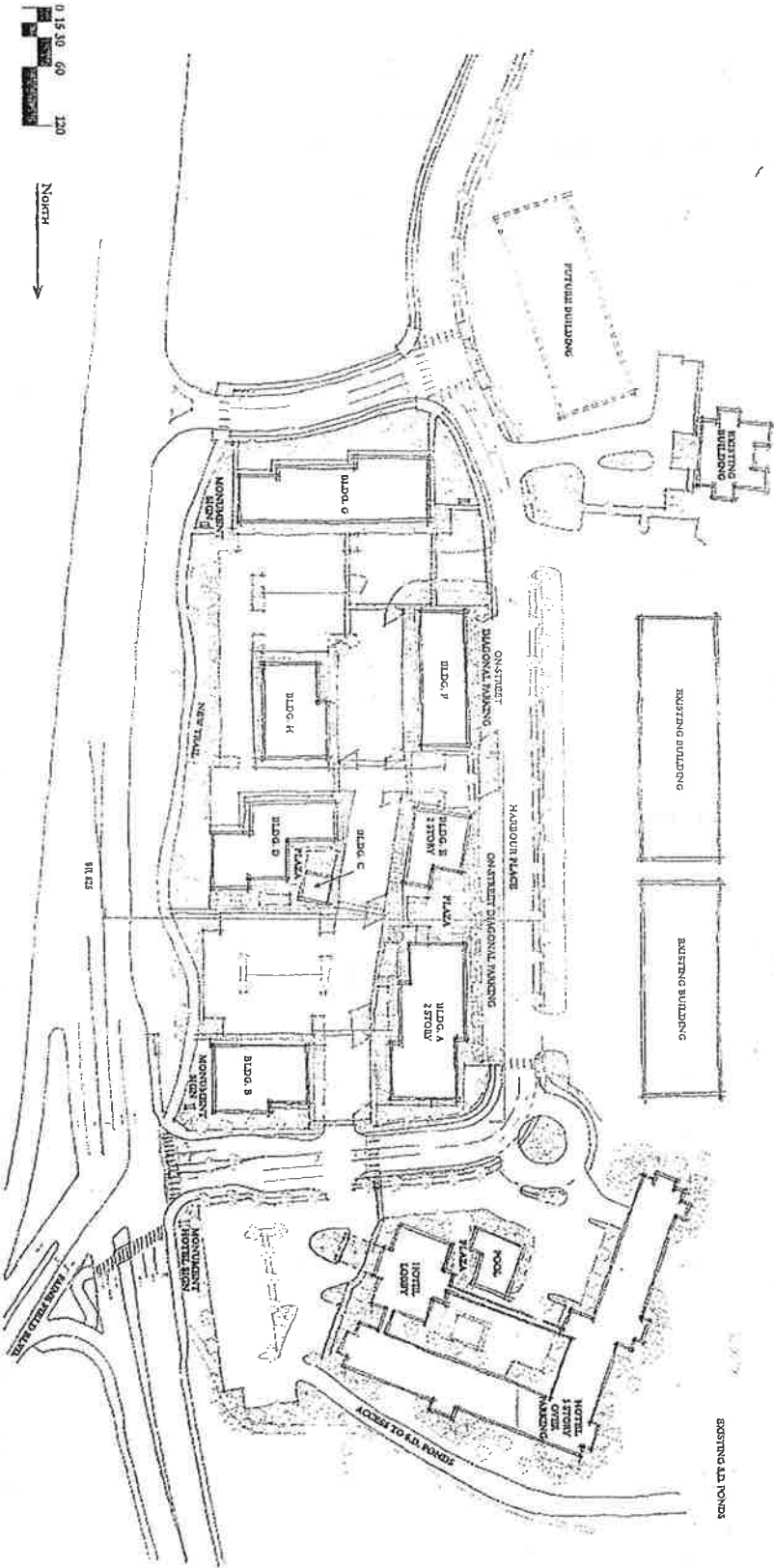
## **EXHIBIT D**

### **Parcel Map**

**Refer to City of Mukilteo Rezone File 02-01 and SEPA File 02-05**



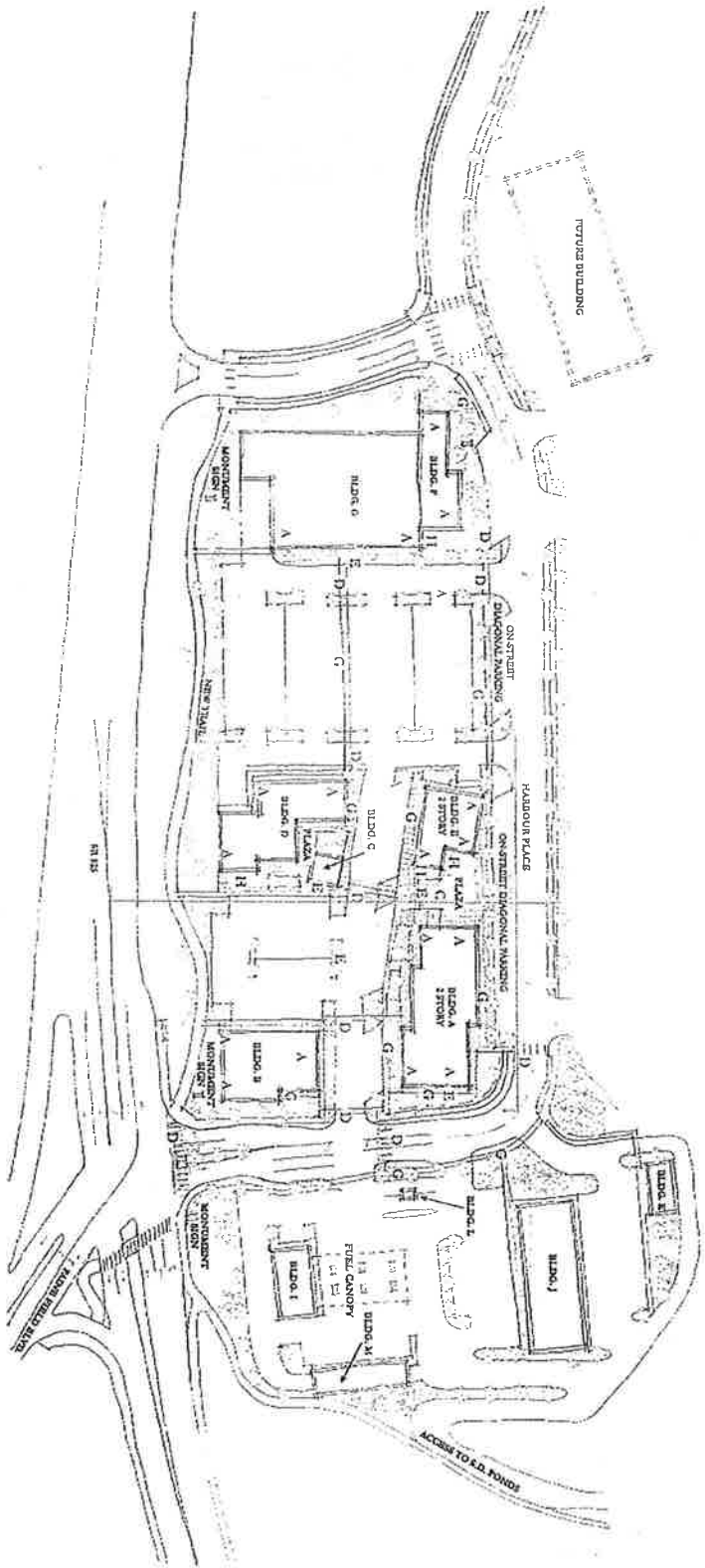
**EXHIBIT E**  
Overall Site Plan  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington



North

**DYKEMAN**  
INSURING VIBRANT SPACES

DESIGN GUIDELINE ELEMENTS SHOWN FOR EXAMPLE ONLY

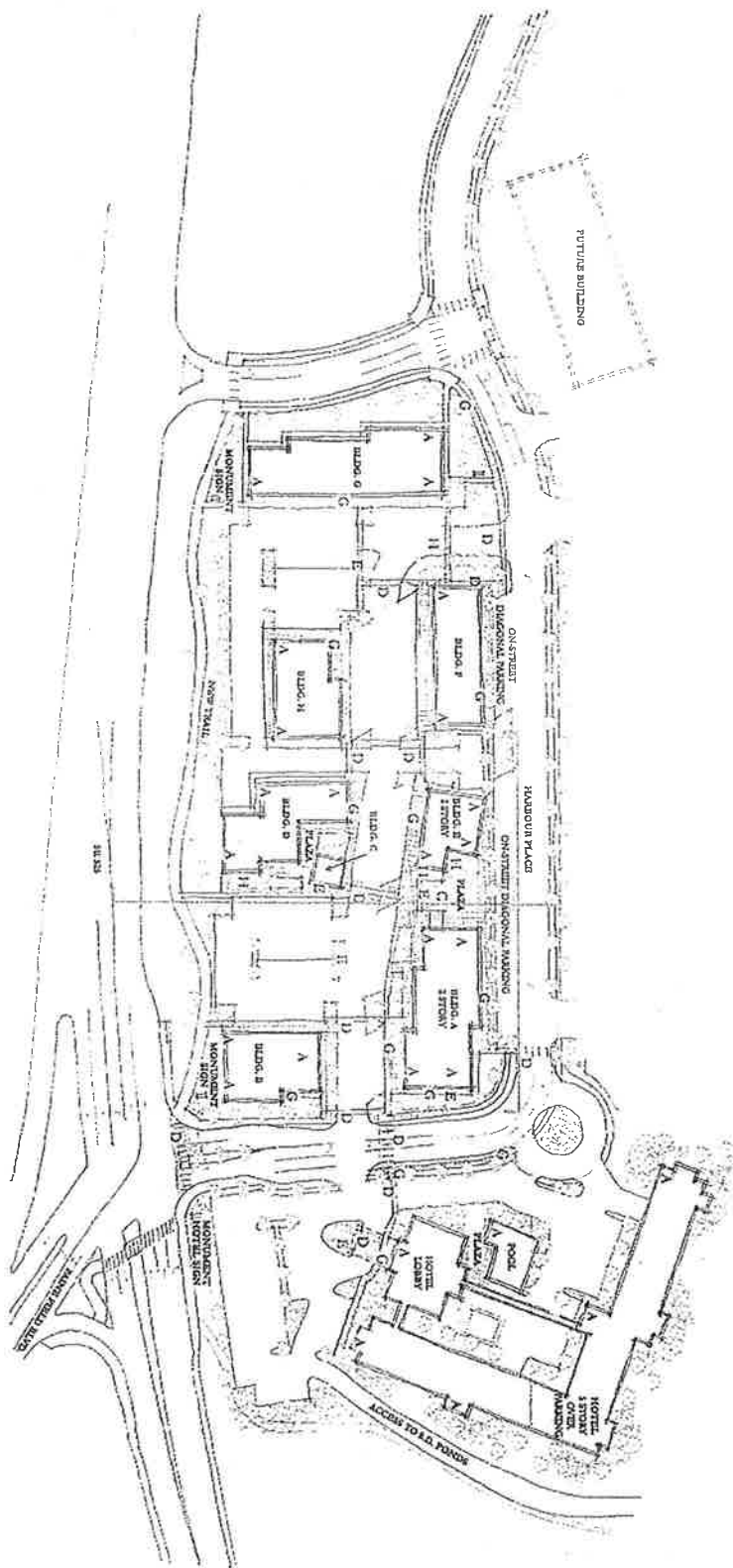


0 15 30 60 120  
 North  
 NOTE: SEE EXHIBITS B & C FOR PERTINENT DISCUSSIONS

# **EXHIBIT E.1** Option 1: Retail / Office / Auto Fuel Service Station **MUKILTEO TOWN SQUARE** Mukilteo, Washington

**DYKEMAN**  
 INSPIRING VISIONS

DESIGN GUIDELINE ELEMENTS SHOWN FOR EXAMPLE ONLY



0 15 30 60 120  
North  
NOTE: SEE EXHIBITS II & F2 FOR KEYED ITEM DESCRIPTIONS

# EXHIBIT E.2

Option 2: Retail / Office / Hotel  
MUKILTEO TOWN SQUARE  
Mukilteo, Washington

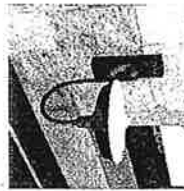
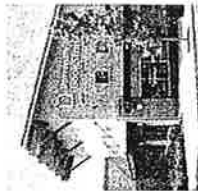
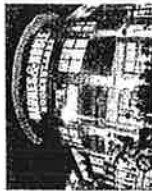
DYKEMAN  
INSPIRING BWARDAY SPACES

DESIGN GUIDELINE ELEMENTS SHOWN FOR EXAMPLE ONLY



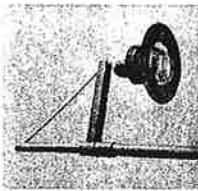
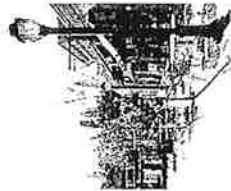
**A. BUILDING ELEMENTS**

- Examine images and photos to give building owner a sense of scale and style
- Use a variety of materials in building exterior and interior
- Consider architectural style



**B. LIGHTING**

- Provide low lighting treatment
- Use a variety of lighting to represent the building



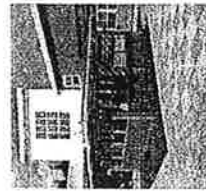
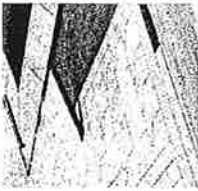
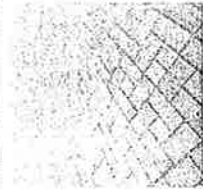
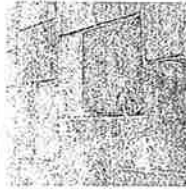
**C. WATER FEATURE**

- Include fountain or other water feature
- Project possibly remaining open
- Use a variety of water



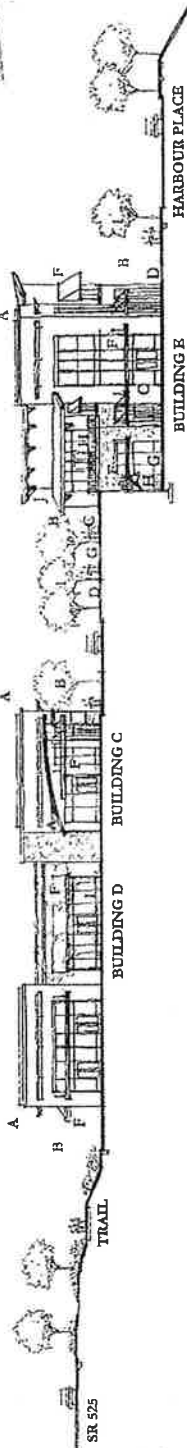
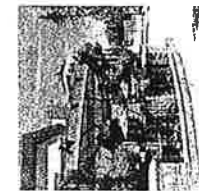
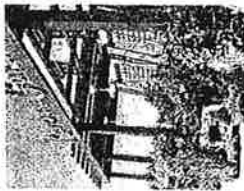
**D. PAVING PATTERN**

- Incorporate creative patterns
- Use a variety of materials
- Incorporate concrete, stone, brick, tile, etc.
- Use a variety of materials in paving
- Use a variety of materials in paving



**E. TRELLIS/KIOSK**

- Include trellis, kiosk or other structure
- Use a variety of materials
- Incorporate concrete, stone, brick, tile, etc.
- Use a variety of materials in paving
- Use a variety of materials in paving



0 15 30 60

NOT TO SCALE SEE EXHIBIT E2 FOR ADDITIONAL EXISTING ITEM DESCRIPTIONS

**EXHIBIT F.1**  
Building and Site Design Guidelines - North Elevation through Plaza  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington

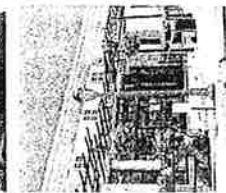
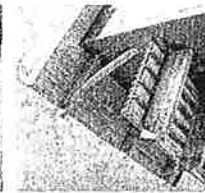
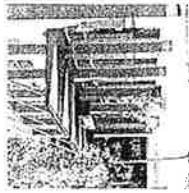
**DYKEMAN**  
INSPIRING EVERYDAY SPACES



DESIGN GUIDELINE ELEMENTS SHOWN FOR EXAMPLE ONLY

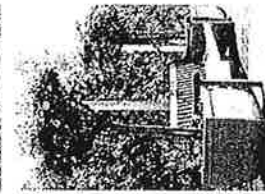
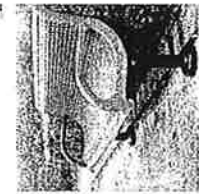
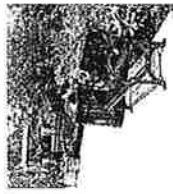
## F. AWNINGS

- Awnings are used for shelter and to break up the scale of the building
- Provide a variety of awnings
- Awnings should be visible from the street and be a rich element of the streetscape
- Elements should be visible throughout project



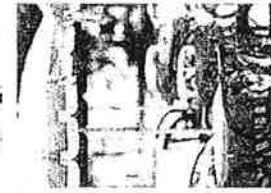
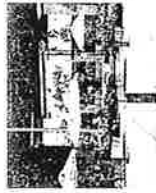
## G. BENCHES

- Provide benches throughout project to encourage visitors to stay longer
- Create spaces for sitting
- Benches should be visible from the street and be a rich element of the streetscape
- Use complementary materials throughout project to provide consistency



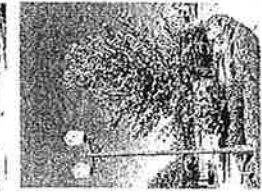
## H. OUTDOOR CAFE SEATING

- Create places where people will want to sit
- When possible, locate outdoor seating in a location that will allow for shade and shelter
- Located in sunny, breezy areas



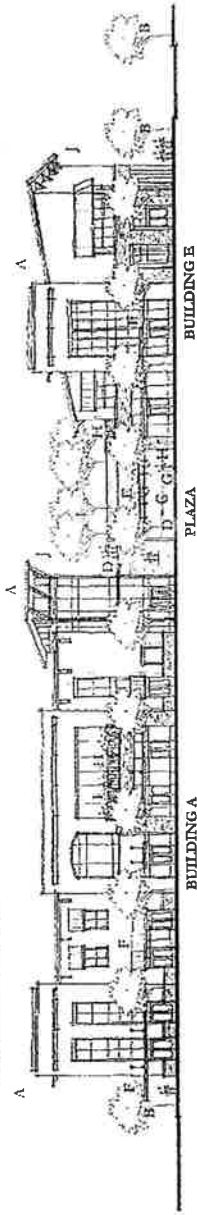
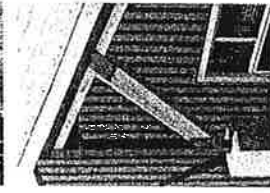
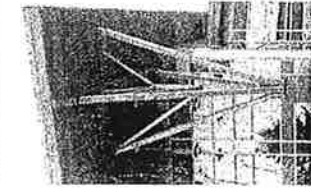
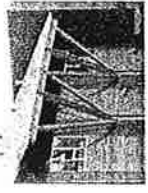
## I. VEGETATION

- Include trees and shrubs along building front and along pedestrian routes
- Use native plants and trees
- When possible, locate trees and shrubs in a location that will allow for shade and shelter
- Located in sunny, breezy areas



## J. ARCHITECTURAL ELEMENTS

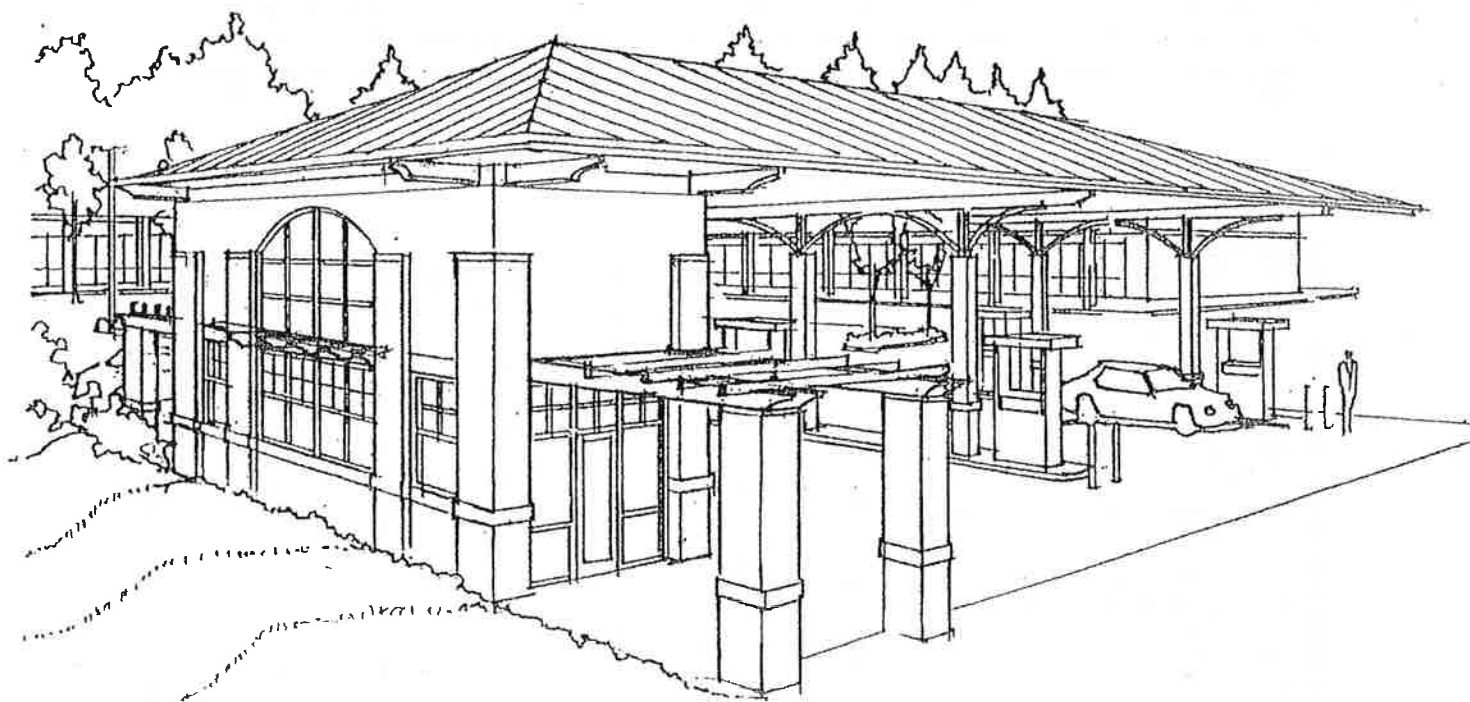
- Include Architectural Elements
- Use native plants and trees
- When possible, locate trees and shrubs in a location that will allow for shade and shelter
- Located in sunny, breezy areas



NOTE: SEE EXHIBIT E1 FOR ADDITIONAL KEYED ITEM DESCRIPTIONS

**EXHIBIT E2**  
Building and Site Design Guidelines - Final West Elevation  
**MUKILTEO TOWN SQUARE**  
Mukilteo, Washington

**DYKEMAN**  
INSPIRING EVERYDAY SPACES



**EXHIBIT G: Fuel Station (looking southwest from SR 525)**

August 13, 2007

**MUKILTEO TOWN SQUARE / Mukilteo, Washington**

Harbour Pointe Limited Partnership with Ray Kirtley

Restaurants, Taverns, Eating and drinking Places	P	P	P
Service Station/ retail fuel sales & above ground storage & distribution of biodiesel (B-99 or B-100)	P	P	P
Social services	P	P	P
Specialized Instruction School	P	P	P
Sporting Goods and related stores	P	P	P
Sports club, private swimming pool	P		P
Telegraph and other Communications	P (2)	P (2)	P (2)
Theater	P	P	P
Trails	P	P	P
Veterinary Clinic	P	P	P
Wireless communication facilities, attached	P (5)	P(5)	P(5)
Wireless communication facilities, detached	C(5)	C(5)	C(5)
All uses permitted under IP zoning matrix, MMC 17.16.040		P	

P = Permitted Use

C = Conditional Use

**Notes and Conditions.**

1. Indoor uses only.
2. Limited to office uses.
3. Allowed per the regulations and requirements indicated in the City of Mukilteo Zoning Code, Chapter 17.16.
4. The following conditions and limitations shall apply where appropriate:
  - a. Lighting for structures and fields shall be directed away from residential areas and natural/open spaces and roadways; and
  - b. Structures or service yards shall maintain a distance of 20' from property lines adjoining residential areas.
5. Subject to performance standards set forth in City of Mukilteo Zoning Code, 17.16.040 (37).

- c. flag poles;
- d. rooftop communications, heating, ventilation and air conditioning equipment that is screened, ornamental screens for such equipment;
- e. rooftop vertical accents such as skylights, tower rooms, widow's walks, theme tower signage, etc. are allowed. Vertical accents may exceed the maximum building height by a maximum of 10'.
- f. elevator shafts and stair towers cannot exceed 55'; (except as noted for hotels)
- g. architectural pediments which do not provide additional floor space to a building/structure



Streetscape Landscape shall consist of a minimum 5' wide planting strip adjacent to the curb except for areas with angled parking as shown on the site plan and a minimum 5' wide sidewalk. However, patios shall be allowed to "spill" out onto the sidewalk to encourage the streetscape scene.

A Harbour Place Streetscape Landscape shall be a minimum of 10' in width except as noted above and minimally consist of all of the following:

- a. 2 1/2" caliper deciduous street trees shall be planted 20' on center within the right-of-way planting strip. Street tree varieties to include Sunset Maples and be subject to approval by the City of Mukilteo Planning Department.
- b. Evergreen ground covers shall be planted to achieve 90% coverage within 3 years of the time of planting. Low perennials are encouraged within the planter strips.
- c. Cu-de-sac street trees to be planted inside of sidewalk for fire trucks.

### **3.0 Landscape Requirements for Parking Lots**

The purpose of parking lot landscaping is to soften the visual appearance, screen views of parking lots, add shade, limit the amount of impervious surface and reinforce safe pedestrian access to buildings and connecting sidewalks.

#### **3.1 Interior Requirements for Parking Lots**

Landscaping in the interior of parking lots with 12 or more stalls shall consist of all of the following:

- a. One (1) tree for every six (6) parking stalls. Trees to consist of shade canopy deciduous trees a minimum of 2' in caliper.
- b. Three (3) shrubs shall be provided for every 150 square feet of parking island.
- c. Evergreen ground covers shall be planted to achieve 90% coverage within 3 years of the time of planting. Lawn may be used in lieu of shrubs and ground covers for parking islands exceeding 200 square feet in area.
- d. A landscape island shall be provided at the end of parking aisles.
- e. The total of all interior landscaped areas shall be equal to or greater than 10% of the total parking lot area (including parking, maneuvering, and loading areas). The first five (5) feet in width of perimeter landscaped areas abutting public rights of way may count towards the requirement.

#### **4.0 Fences**

- a. Fences shall meet the conditions indicated in the Mukilteo Zoning Code, Section 17.20.080 with the following exceptions:
  1. Chainlink fences shall only be allowed as a safety separation between storm water facilities and other hazards (other than swimming pools). Only black vinyl coat or black painted chainlink is allowed.
  2. The maximum allowable height for fences is eight (8') feet.
  3. Adjoining, adjacent, and connecting fences shall be similar in design and constructed from like materials. Fence materials may consist of metal, wood, and/or masonry units, and shall be consistent with the architectural character of adjacent structures.

### **5.0 Landscape Requirements and Specifications**

The following landscape requirements and specifications shall apply to all landscaping required under this chapter.

#### **5.1 Plant Selection**

All plants shall be adapted to their sites (sun exposure, cold hardiness, hydrozones, soil type, soil pH, etc.). Plants with differing environmental/cultural requirements shall not be used together if desirable circumstances cannot be provided for both. New plant materials shall consist of native

**5.10 Water-Wise Mulches and Soil Amendments.**

- a. Soil amendments may be necessary for a healthy growing medium, which will increase the survival rate for new planting and reduce on-going maintenance requirements.
- b. Incorporate water and nutrient holding materials into the soil as deep as possible. Use fully composted organic material.
- c. Mulch new planting areas to minimize evaporation, reduce weed growth and slow erosion. Use fully composted material.
- d. All mulches used in planter beds shall be feathered to the base of the plants.

**6.0 Trash, Recycling and Storage Area Screening.**

**6.1** All dumpsters, individual refuse containers, trash compactors and permanent storage areas ("Containers") shall meet the following standards:

- a. An architectural screen a minimum of one (1) foot in height greater than the tallest portion of the Container shall surround all sides except the access entry. Building walls of adjacent structures may be used to partially satisfy this requirement. Screen walls shall be a solid visual screen constructed out of metal, concrete, and/or masonry units; and other materials similar to structures on the site. Wood may be used for doors, gates, trellises, and other architectural screening elements that complement the surrounding buildings.
- b. Container door(s) shall provide a solid visual screen and be constructed out of metal and/or wood. Chain link fences with slats are prohibited.
- c. A concrete slab shall be installed as the base material within the Container. Landscape plant materials shall be used to soften the appearance of the Container. Trellis like elements with vines are encouraged to screen views into the enclosure from above. The three sides of the Container that are not used for access shall be landscaped.
- d. Recycling areas shall be conveniently located near central trash areas. They shall be large enough to contain the separate recycling of green yard materials, newspapers/print, glass (clear and mixed), plastic, and aluminum cans.

**6.2.** Loading docks shall be screened to minimize and breakup visibility from SR 525 and pedestrian paths as may be practicable with fencing and or vegetation, such as evergreen hedges, as well as trees and shrubs.

**7.0 Retaining Walls**

Substantial retaining walls may be necessary on portions of the Property to accommodate necessary circulation while maintaining adequate separation from the NGPA and detention facility. Such retaining walls are permitted, subject to compliance with applicable engineering standards.

**8.0 Fence Standards**

Fences are allowed under the following conditions:

1. Material and Location.
  - a. Commercial Uses: Fences and freestanding walls around commercial uses shall be constructed of suitable materials except chain link or barbed wire, and may not be electrified. Suitable materials include wood, brick, or masonry.
2. Fences around Trash Enclosures. Fences around dumpster containers, individual refuse containers, and trash compactors shall meet the following standards:
  - a. All trash enclosures shall be enclosed.
  - b. Trash enclosures shall not be visible from the street.
  - c. An architectural screen shall surround all sides except the access entry.
  - d. Walls shall be constructed out of wood, metal, concrete, and/or masonry units.
  - e. Gates or similar sight-obscuring enclosures are required.

## **EXHIBIT 2.2.3**

### **Parking Standards.**

**1.0 Parking General Requirements.** All buildings erected, moved, reconstructed, enlarged or subject to change in use from a lower intensity to a higher intensity shall be provided with parking spaces as provided in this section, and the parking spaces shall be made permanently available and maintained for parking purposes. No building permit shall be issued until plans showing provisions for the required parking have been submitted and approved as conforming to the standards of this section. Every lot or parcel of land used as a public or private parking area and having a capacity of three or more vehicles shall be developed and maintained in accordance with this section.

**2.0 Ingress and Egress.** Vehicular access is generally as shown on the site plans. The city engineer shall have the authority to fix the location, width and manner of approach of vehicular ingress or egress from a building or parking area to a public street and to alter existing ingress and egress as may be required to control street traffic in the interest of public safety and general welfare. All new structures shall take primary access from a public street, private road, and driveways (per site plan) that complies with the road and streetscape standards of Exhibit 2.2.4, Road and Streetscape Standards, except that access through the drive aisles of another lot will be permitted by the city engineer where private easements are granted.

**3.0 Spaces required.** The minimum required number of parking spaces shall be as indicated in Table 2.2.3a.

**Table 2.2.3a**

<b>Use Classification</b>	<b>Number of Required Spaces</b>
Commercial/Retail/ other uses in mixed-use facilities.	3.5 per 1,000 square feet of gross leasable floor area*
Office uses	3.0 per 1,000 square feet of gross leasable floor area
Theaters; auditoriums; assembly places with fixed seats.	1 per 4 seats
Hotel	1 per guest room

\*Should joint parking between commercial, office, retail, and hotel be utilized, up to 25% can count towards parking requirements as provided in section 3.3 and 3.4

**3.1 Fractional Spaces.** If the provisions of this chapter result in a parking requirement that includes a fractional parking space equal to or greater than one-half, one parking space shall be required.

**3.2 Parking for Unspecified Uses.** Where the parking requirements for a use are not specifically defined herein, the parking requirements for such use shall be determined according to the City of Mukilteo Zoning Code, Section 17.56.050.

**3.3 Joint Uses.** Joint use of required parking spaces may occur where two or more uses on the same or separate sites involving more than one property owner are able to share the same parking spaces because their parking demands occur at different times. Applicants applying for approval of a joint use parking plan may be required to furnish a parking study as described in the City of Mukilteo Zoning Code, Section 17.56.070, as determined by the Planning Director.

**3.4 Common/Shared Parking Areas.** Common/shared parking facilities may be provided to satisfy on-site requirements if the sum of the spaces in the common facility equals the sum of the spaces required for the individual developments/uses, subject to the minimum conditions as described in the City of Mukilteo Zoning Code, Section 17.56.080.

**3.5 Change or Expansion in Current Use.** When a change of use is proposed for an existing structure, required parking shall be provided, according to the parking standards within this section. If the proposed use requires more parking than the previous use, the applicant shall provide that additional parking as an approval condition of development. If the new use requires more parking than the previous use, yet the applicant can provide information showing that the new use has adequate parking, the applicant may submit for a parking modification which is subject to administrative review.

1. **Retail and Commercial Uses:** Tandem parking is permitted for retail and commercial uses. Tandem parking in retail and commercial may have more than two cars in a row. Tandem parking serving retail and commercial uses shall meet all of the following criteria:
  - a. Valet parking shall be provided; and
  - b. Tandem parking spaces for customers are available only for valet parking use with approval of the Planning Director.
- G. **Minimum Standards for Main Internal Route.**  
 20' stall depths and a 30' aisle width must be provided on the main internal route within the parking lot. The 30' aisle will be drawn on the site plan and designated as the fire access route in addition to regular shopping center traffic circulation. See Table 2.2.3.b. for other dimensional standards.

#### **8.0 Parking lot surfacing requirements.**

- A. **Materials - All uses.** All off-street parking areas shall be graded before an occupancy permit for the use is issued, surfaced to standards for asphaltic concrete and provide for proper storm drainage and allow for marking of stalls and installations of other traffic control devices as set forth by the city public works director and this Exhibit. Turf-block or other similar all-weather alternative surfaces may be permitted only if all of the following approval criteria are met:
  1. **Barrier Free:** Those portions of the parking and pedestrian area are surfaced according to barrier free regulations.
  2. **Character/Location:** The alternative surface may be appropriate because of the character of the use and/or the character of the location; and
  3. **Parking Standards:** The alternative surface meets all other parking standards, excluding striping but including landscaping and screening.
- B. All traffic control devices such as parking strips designating parking spaces, directional arrows or signs, curbs, bull-rails, and other developments shall be installed and completed as shown on the approved construction plans. Hard surfaced parking areas shall use paint or similar devices to delineate parking stall and directional arrows. Other methods of designating parking spaces, emergency vehicle access, pedestrian pathways, and other developments may include surface materials of contrasting colors and/or textures, providing such materials meet all other parking standards.
- C. **Traffic calming.** Traffic calming methods shall be used in all parking areas in order to reduce driving speed in driving aisles and lanes, and to create a safe environment for pedestrians. Traffic calming methods may include, but are not limited to, speed bumps, changes in surface materials, textures, and colors, and landscaping. See Exhibit 2.2.2, Landscaping Standards for landscaping and buffer requirements in parking lots. Such traffic calming methods may be located at crosswalks, major entries, and feature intersections according to the character and/or use of the parking lot.
- D. **Pedestrian circulation.** Parking lots shall provide clearly identifiable routes of travel for pedestrians from the lot to the uses which it serves, or to a right-of-way or trail. Pedestrian circulation in parking lots should be indicated by methods that are identifiable to both pedestrians and vehicles. Methods may include, but are not limited to changes in surface materials, textures, colors, bollards, planters, and landscaping. All barrier-free design requirements shall be met.
- E. **Wheelstops:** When wheelstops are provided, they shall be positioned eighteen (18) inches into the parking stall.

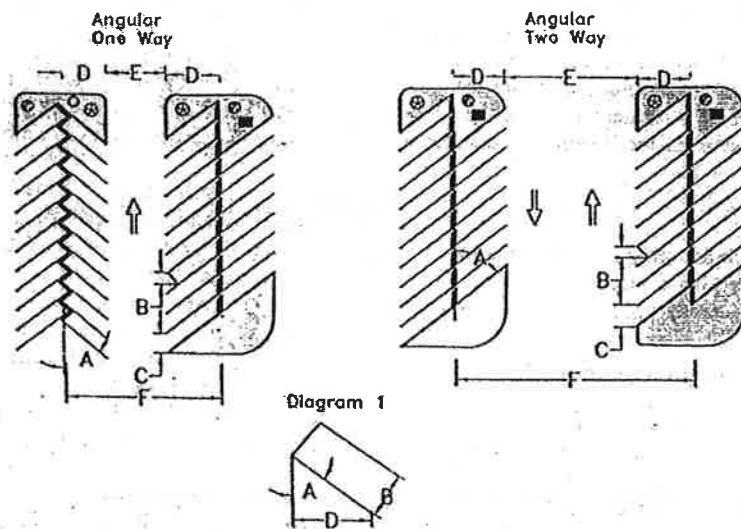
**9.0 Driveways.** The location and design of driveways shall be reviewed by the City in accordance with the City's driveway construction standards found in the Development Standards. The owners of adjoining properties shall provide combined driveways wherever practical. In conjunction with approval of a development, the City may require a property owner to provide an access and circulation easement to an abutting owner where joint access is reasonable to serve future development.



**Table 2.2.3b. Minimum Dimensional Standards for Parking**

Interlocking - Standard Cars								
Parking Layout	Angle	Dimensions			One Way		Two Way	
	Parking Angle	Stall Width	Curb Length	Stall Depth	Aisle Width	Parking Section Width	Aisle Width	Parking Section Width
	A	B	C	D	E	F	E	F
<b>Parallel</b>	0	8'	21'	8'	12/22'	28/38'	22/24'	38/40'
<b>Angular</b>	20	8.5	24.9	10.5	11	32	20	41
	30	8.5	17	13.2	11	37.4	20	46.4
	40	8.5	13.2	15.5	12	43	20	51
	45	8.5	12	16.4	13.5	46.3	20	52.8
	50	8.5	11.1	17.3	15.5	50.1	20	54.6
	60	8.5	9.8	18.6	18.5	55.7	22	59.2
	70	8.5	9	19.3	19.5	58.1	22	60.6
	80	8.5	8.6	19.5	24	63	24	63
<b>Perpendicular</b>	90	8.5	8.5	18	24	60	24	60
Interlocking - Compact Cars								
Parking Layout	Angle	Dimensions			One Way		Two Way	
	Parking Angle	Stall Width	Curb Length	Stall Depth	Aisle Width	Parking Section Width	Aisle Width	Parking Section Width
	A	B	C	D	E	F	E	F
<b>Parallel</b>	0	8'	20'	8'	12'	28'	20'	36'
<b>Angular</b>	45	8	11.3	14.1	12.5	40.7	20	48.2
	60	8	9.2	15.9	17	48.8	22	53.8
<b>Perpendicular</b>	90	8	8	16	22	54	24	56

**ACCEPTABLE PARKING DESIGNS**



## **EXHIBIT 2.2.5**

### **Building And Plaza Standards.**

#### **Architectural Design**

The design concept for this Agreement is to create a new diverse and pedestrian-friendly center for retail services, hotel, and offices for the convenience of the surrounding residential and business community. This concept allows for a range of building types and sizes to create a series of inviting functional public spaces, including shopping streets, small unique open spaces, plazas and trails. The design principles of the buildings and sidewalks/walkways are founded on traditional Northwest Washington streetscape and architecture that enhance pedestrian activities and community life and building designs should reinforce this concept at every opportunity.

Building design concepts should respond to the site plan by forming a main street concept wherever possible and encouraging an active area offering a variety of shopping and gathering opportunities. By using architectural styles that are associated with traditional Northwest Washington design, the retail spaces will be easily identified with the inclusion of central plaza(s) and public spaces for residents.

The architectural designs should utilize a variety of roof forms to create diverse elevations. Commercial activity should extend out onto plaza and sidewalks as part of a unified and defined sense of space. Businesses should be identified by use of color as well as vertical elements such as bays, roof style and doors which sometimes carry to the ground. Parapets, cornices, pitched roofs, dormers and other secondary roof forms create variety in the facades and break up the massing of the overall buildings. These roof elements also serve to reinforce the diverse experience of the streetscape. The materials used in the design of the buildings should also reinforce the traditional feel by breaking building facades (elevations) with tripart design and materials. Roof colors should be coordinated to complement the color schemes. Plaza materials create a community outdoor or covered space, through the use of color and score patterns in the hardscape, integrated landscape and moveable table, chairs and umbrellas benches for enjoying the spaces. Walkway connections and internal access road shall have color and material changes to designate the pedestrian way and shall be linked to sidewalks, buildings, plaza's, and outdoor spaces to provide connectivity between parcels.

Further concepts that should be used in the design of buildings are contained in the following paragraphs and as shown in the attached exhibits.

#### **Overall Building Form**

Buildings should provide and enhance the pedestrian scale and orientation of the Project. The following concepts help to achieve that goal:

1. Buildings should utilize elements such as massing, materials, building articulation, windows, canopies and articulated pitched roof forms to create a visually distinct "base" as well as a "cap", referred to as tripart design.
2. Within larger buildings or linear buildings, variations in facades, floor levels, architectural features and exterior finishes are encouraged to create the appearance of several smaller buildings and different floors. Where upper stories are used they should be articulated with setbacks and features such as bay windows and balconies. Multi-level buildings with different elevations shall use tripart architecture to differentiate levels and entrance ways.
3. Primary building entrance is required and special attention should be given to designing a primary building entrance, one that is clearly visible from the street and incorporates changes in mass, surface, or finish to give emphasis.
4. Multi-faced buildings (facing streets and internal accesses) shall have architectural articulation on all sides unless there is no pedestrian access or visibility from the street or internal accesses.
5. Corner buildings and larger buildings because of location, purpose or size should be given special attention in the form of building features, such as towers, cupolas or pediments. Building orientation, plazas and outdoor spaces should take advantage of solar access and provide connectivity for pedestrians.
6. Rooftop equipment should be integrated into the building roof or parapet design to screen it from roadway and internal access view corridors.

### Screening

1. Wall Mounted Equipment: All wall-mounted mechanical, electrical, communication, and service equipment, including satellite dishes and large vent pipes should be screened as practicable from public view by parapets, walls, fences, landscaping or other approved means.
2. Roof Mechanical Equipment: All rooftop mechanical equipment and other appurtenances visible from the adjoining right-of-way, shall be concealed by or integrated within the roof form or other wise screened. The following appurtenances or necessary extensions above the roofline that require screening include; stair wells, elevator shafts, air conditioning units, large vents, heat pumps and mechanical equipment.
3. Trash Dumpsters: See the Landscaping Chapter.
4. Utility Boxes: All utility vaults or boxes should be screened as practicable. Hedges or screening vegetation should be used on three sides. Exposed pipes, such as gas pipes, must have a decorative enclosure that fits over them.

### Plaza

Plazas are outdoor open gathering places which are primarily hard surface, but which may contain landscaping. They denote important places, create a focus, and/or increase light and air at street level. They also function as points of orientation. They may be located adjacent to buildings.

1. Plaza Special Requirements. The following special requirements shall apply to plazas:
  - a. Plazas may be constructed with concrete, pavers, or special paving material. Asphalt is not permitted except as a paving accent material.
  - b. Trees, seasonal flowers, planting boxes and beds, free-standing planting pots (planters) and other landscaping features may be included in the design of plazas. Root barriers shall be provided for all trees planted within plazas.
  - c. The majority of seating must be moveable with up to one quarter of the required seating can be provided by ledges, fountains, sculptures, benches, chairs, stairs, etc. Seating shall comply with barrier-free access standards. For purposes of determining the number of seats provided on a bench, ledge, fountain, etc., eighteen (18) lineal inches on a horizontal surface is considered one (1) seat.
  - d. The spacing, location and type of required street trees may be modified when adjacent to a plaza.
  - e. A portion (up to ¼ of the plaza space) of a plaza may be used for reserved seating for restaurants or other uses.
  - f. Permanent structures may be provided within a plaza provided they do not preclude use of and access to the plaza by the general public. Structures may be enclosed or open air and may have portions leased for commercial use.
  - g. Physical obstructions between a plaza and a sidewalk shall be designed to provide sufficient visibility to protect the public safety of the users of the plaza and to ensure that public access to the plaza is convenient, obvious and welcoming. No walls or structures shall exceed forty-two (42) inches in height above the abutting sidewalk.
  - h. Water feature elements, such as fountains, may be used in a plaza to provide interest and identity. A water feature should be integrated into the design of the plaza, and may serve as a focal point, the termination of an axis, a pedestrian or vehicular traffic flow guide. Large fountains should incorporate seating into the design of walls.
  - i. Art work may be used in a plaza to provide interest and identity. Art work may include, but is not limited to, sculpture, paving patterns and materials, mosaics, murals, wall patterns and textures, and feature landscaping.
  - j. Plazas shall be sufficiently well lit after dark to enable pedestrians and drivers to see potential obstacles such as changes in level, and for drivers and pedestrians to see each other. Lighting in plazas shall be provided through the use of light standards. Lighting should be provided in plazas to accommodate late night uses such as restaurants, cafes and shopping. Plaza lighting should provide illumination for the safety of pedestrians, vehicle drivers, and patrons. Light standards and fixtures shall be selected for appropriate human scale, overall design coordination and appropriate location. Down lighting located on walls and on bollards may be used for path lighting. No wall lighting with drop lenses can be used. Lighting should not emit, create glare for the plaza or adjacent travel ways or streets. Light standards and furniture must be approved by the Planning Director.
2. Within the Square at least two plazas shall be provided. Each plaza shall seat a minimum of 8.

3. **Building Materials:** Building materials and colors will be compatible with the main structure/building and should be in harmony with but at a smaller scale than the principal use. Triparted architecture must be used to differentiate the base and upper wall area as well as the roof line and materials. All sides of the building should use similar building materials and treatment. Split faced block may be used for base and wall sections, but must provide different texture and color between them so that they are differentiated as required by triparted architecture. To provide some connection with NW architecture, accents or trellises should be used or other architectural style that is representative of the NW architecture.
4. **Building Security/Wall and Canopy Lighting:** Canopy lighting must be recessed into the underside of the canopy. Lights must have defused covers that are flush mounted to the ceiling of the roof. Light may not spill out further than the service station footprint area and shall not be used to light the adjacent parking lots. Security lighting mounted to the wall must have shielding so that the light is directed downwards and does not allow any side lighting.
5. **No backlighting of the structure or translucent materials:** No backlighting of the structure or materials is allowed. The structure can be externally uplighted to accent the architecture or rooflines and pitches.
6. **Streetscape Landscaping adjacent to the building:** Streetscape Landscaping along SR 525 shall be provided as provided in the Landscaping Chapter.
7. **Signage for the service station and service station prices:** Signage for the service station and advertising of prices shall be subject to the Sign Chapter.



Building mounted signs are permitted for retail and commercial uses, professional offices, services, hotel, and light industrial uses.

1. Signage shall be integral to the architectural facade, mounted flush against it, or placed perpendicular to a structure so long as it does not inhibit pedestrian circulation and incorporates three dimensional relief
2. Signage may be illuminated externally or internally.
3. Signage shall not exceed 10% of the front façade elevation of the building or leased space in multi-tenant buildings. One side sign per side will be allowed at 5% of the building façade or leased space. For signs utilizing individual letters mounted direct to a building facade, the actual area of the combined letters/characters shall constitute the signage area. Window signs are allowed in addition to the building mounted signs, so long as they do not substantially obstruct views into the tenant space and are permitted signs.
4. Signage is not allowed to be placed in windows facing out. No reader board or electronic message boards are permitted.

#### Ground Mounted (Monument) Signs.

Ground mounted signs are permitted for project identity purposes, directional way-finding purposes, retail, commercial, office, services, and hotel uses, and as identifiers for community use structures.

1. Ground mounted signs are permitted as follows:
  - a. One ground mounted retail complex sign, not exceeding eight (8') feet in height, may be located at signalized 4-way intersections.
  - b. One ground mounted complex sign, not exceeding five (5') feet in height, may be located at each right-in / right-out intersection.
  - c. One ground mounted sign, not exceeding eight (8') feet in height, shall be allowed at hotel entrances or located at corner of property near 4-way intersection. The surface area of this signage shall not exceed thirty-two (32) square feet.
2. Signage may be illuminated externally or internally. Cut-off features shall be incorporated into light fixtures to avoid glare or spill-over to adjacent uses.
3. Signage shall be constructed from permanent materials designed to last for a minimum duration of 10 years.
4. The surface area of a signage face shall not exceed thirty two (32') square feet for eight foot high complex signs and twenty-eight (28) square feet for five foot high complex signs. For signs utilizing individual letters mounted direct to an architectural finish wall, the actual area of the combined letters/characters shall constitute the signage area.
5. No reader board or electronic message boards are permitted; except that service station price signs may use electronic numbers for displaying prices.
6. The minimum setback from SR 525 shall be five (5') feet plus any additional setback necessary to meet the sight distance triangle.
7. The base of the sign shall be landscaped with shrubbery and ground cover. Landscaping shall be located to improve the overall visual appearance of the sign ad to disguise or integrate the base of the sign. Landscaping shall be in proportion to the size and height of the sign, with a minimum of thirty-two square feet of landscaping area. Landscaping shall be maintained throughout the life of the sign. No dead shrubs, broken parts, cracked or extremely chipped material shall be allowed to remain without repair.

#### Service Station Sign(s) and Canopy.

1. General. Wall signs on the main building(s) and Monument Signs shall follow the regulations specified.
2. Canopies. Signs on canopies are limited to the company or organization logo on two sides. Each sign may be no greater than four (4) square feet in area.
  - a. Lighting. Lighting of the service station complex, including the canopies shall be recessed such that no more than .5 foot-candles of light extends beyond the property boundaries.
3. Windows. No sign or promotional signs can be displayed in windows.
4. Service Station Pumps/Islands. Signs on service station pumps and service islands are limited to a total of six (6) square feet per island and may not be visible from SR 525. Moving signs are prohibited.

2.1.3. Designations or changes to the number, configuration and average size of buildings, but not to exceed by more than 10% the Maximum Square Feet listed for each Development Lot(s) in Exhibit 2.1 or Exhibit E; provided, the cumulative total square footage in all areas shall not exceed the maximum Allowable Development under Section 1.4.

2.1.4. Changes to the size or shape of the Development Areas from the size and shape set forth in Exhibit E to this Agreement.

2.1.5. Inclusion of uses in addition to the permitted uses set forth in Exhibit 2.1, unless the additional uses represent a major change in the project concept.

2.1.6. Designations or changes to wetland buffers or other buffers, including their location, widths, configuration, crossings or uses within buffers.

2.1.7. Designations or changes to the locations, widths or other aspects of access, utility or other easements.

2.1.8. Designations or changes in the surface water management practices and standards, including the size and/or alterations to the configuration of detention facilities or tracts or other standards, so long as the changes provide substantially equivalent or better protection for aquatic resources.

2.1.9. Elections by the Owners to use a more recently-enacted City standard than the vested Development Standard established by this Agreement where the Designated Official determines the new standard would be consistent with the Mukilteo Town Square concept reflected in the Project objectives and that the vested Development Standard are not required to be retained because of any interdependency or other critical relationship to Development Standards which are not being changed.

2.1.10. Modifications to Development Standards set forth in this Agreement which (a) are authorized in a particular Development Standard, or (b) if the Development Standard does not discuss authorized modifications, then modifications which meet the Administrative Approval Standard set forth below.

**2.2. Review Procedures and Standards.** The Designated Official may approve, approve with conditions or deny the requested Minor Modification based upon the proposed modification's consistency with one or more of the Flexibility Objections set forth in Section 2.10 of the Agreement. Minor Modifications shall be reviewed and decided under the procedures of this Exhibit, and no separate variance procedures or other revision procedures, including no variances under the sensitive area regulations, zoning or road portions of the City Code, shall apply. Notwithstanding the foregoing, the Designated Official may circulate the requested modification to appropriate City departments and officials for review and comment and may provide public notice and opportunity to comment using one or more of the noticing options of Mukilteo Zoning Code 17.13.050.F, Table 2. The Designated Official may impose reasonable conditions as part of the approval of an Administrative Minor Modification where such conditions are necessary to mitigate impacts directly related to the proposed modification. The modification if approved may be in writing or incorporated through appropriate revisions or notations on the approved preliminary plat, final plat or engineering drawings, binding site plan or other appropriate document. The City shall maintain a cumulative list of all approved Administrative Minor Modifications. The decision by the Designated Official on any requested Administrative Minor Modification shall be subject to one open record appeal to the Board of Adjustment.

**3. Major Modifications.** Upon request by the applicant, the City Council shall review the following "Major Modifications":

## **EXHIBIT 4.2**

### **SEPA Compliance For Implementing Approvals**

#### **1.0 Prior Environmental Documents and Review.**

The parties acknowledge the property has been included in or relates to the following environmental documents, hereinafter referred to as the Prior Environmental Review:

- Final Environmental Impact Statement, Mukilteo GMA Comprehensive Plan (October 31, 1994);
- Mukilteo GMA Comprehensive Plan (December 1994);
- Addendum to Final Environmental Impact Statement - 1997 Comprehensive Plan amendments (June 1997);
- Mukilteo GMA Comprehensive Plan (August 1997);
- Final Environmental Impact Statement for the Possession Shores Master Plan Revision (June 1978);
- Harbour Pointe Buildout - Traffic Impact Study (April 1988).
- Sector Plan, Sector 3 Industrial Development and the Harbour Pointe Sector 3 Sector Plan Amendment dated September 1998

And the following Appendices to the Sector Plan/Sector 3 Industrial Park Development:

- |   |   |
|---|---|
| B | SEPA Checklist  |
| C | Preliminary Geotechnical Analysis   |
| D | Revised Wetlands Delineation and Conceptual Mitigation Plan   |
| E | Addendum Number 2 Wetlands Delineation and Conceptual Plan  |
| F | Traffic Analysis  |
| G | Road Improvements Agreement (WSDOT Letters of Understanding & Modification to Letters of Understanding dated December 20, 1999) |
| H | Service Availability/Facilities Impact Letter   |

And the New Studies as follows:

- Traffic Study dated the 13th day of June 2002.
- Geotech Study dated the 5th day of July 2002.
- SEPA Checklist dated the 25th day of March 2002.
- MDNS issued the 3rd day of July 2002.
- Mukilteo Town Center – Trip Generation dated the 9<sup>th</sup> day of August 2007
- Mukilteo Town Center – Trip Generation dated the 14<sup>th</sup> day of September 2007
- SEPA Checklist dated the 10<sup>th</sup> day of August 2007

#### **2.0 SEPA for Implementing Approvals.**

The parties intend the Prior Environmental Review shall constitute SEPA compliance to the fullest extent possible for all Implementing Approvals and modifications requested under Exhibit 2.10 applied for during the Buildout Period. Moreover, since this Agreement sets forth the Development Standards to be applied during the Buildout Period other mitigation measures beyond those set forth in this Agreement shall only be required by the City if an Implementing Approval or requested modification exceeds the Project Envelope and governing Development Standards.

Upon receipt of any application for an Implementing Approval, the City shall undertake SEPA compliance as follows:

**Step 1 - Project Envelope Determination.** First, the City shall determine if the requested Implementing Approval applied for is within the Project Envelope. The City can request the applicant to provide reasonable information (including for convenience an environmental checklist even if a threshold determination is not required under this Step 1) to the extent needed to determine the requested action is within the Project Envelope. If so, then the existing SEPA documents and analysis shall be utilized and no further SEPA threshold determination is required (see WAC 197-11-600(4)(a)): "Agencies acting on the

LAND USE & ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT	
<b>SUBJECT TITLE:</b> Washington State Department of Transportation Aviation Division - Commercial Aviation Coordinating Commission ("CACC")	<b>FOR AGENDA OF:</b> October 6, 2020
<b>Contact Staff:</b> David Osaki, Community Development Director	<b>EXHIBITS:</b> <ol style="list-style-type: none"> <li>1. Commercial Aviation Coordinating Commission Membership (Voting and Non-Voting members)</li> <li>2. WSDOT - Commercial Aviation Coordinating Commission Commonly Asked Questions</li> <li>3. Mayor Gregerson's September 8, 2020 Memorandum to the City Council</li> <li>4. Commercial Aviation Coordinating Commission - Status Report (July 2020)</li> <li>5. WSDOT PowerPoint Presentation - July 22, 2020 Commercial Aviation Coordinating Commission Meeting</li> </ol>
<b>Department Director:</b> David Osaki	

### **SUMMARY**

Following the September 1, 2020 Land Use & Economic Development Committee (LU&ED) meeting, Councilmember Champion requested that the Washington State Department of Transportation ("WSDOT") Aviation Division's process of evaluating potential airport facility sites be added to the October 6, 2020 LU&ED Committee meeting agenda. This review is being done by the Commercial Aviation Coordinating Commission ("CACC"). The CACC is to make a recommendation to the State legislature by January 1, 2022 on a single preferred location for a primary aviation airport that would be completed and functional by 2040.

### **BACKGROUND**

The Commercial Aviation Coordinating Commission ("CACC") was created by the Washington State Legislature in 2019 (SSB 5370) due to concerns that Sea-Tac International Airport is nearing its capacity limits. The CACC consists of 15 voting members and 11 non-voting members (although the Governor may appoint additional non-voting members) and includes representatives from the aviation industry, airport communities, freight industry, state and local agencies and elected officials (**See Exhibit 1**). Arif Ghouse, Director of Paine Field/Snohomish County Airport, is a CACC voting member. The WSDOT Aviation Division provides the CACC with technical assistance and staff support.

**Exhibit 2** is a WSDOT Aviation Division Commonly Asked Questions document about the CACC and its work. Among other items, the document discusses why there is a need for another major commercial aviation facility in Washington State, who makes decisions to



build or expand an airport, and what the CACC will consider when developing its recommendations. The document also discusses how the public can provide input to the CACC.

Based on the State legislation, the CACC adopted a three-phase methodology as follows:

- **Phase 1** - By January 1, 2021, the CACC is to develop a short list of six potential airport alternatives to present to the legislature.
- **Phase 2** - By September 1, 2021, the CACC will identify the top two airport locations.
- **Phase 3** - By January 1, 2022, the CACC is required to choose, by a 60 percent majority vote, a single preferred location. (The CACC may also make recommendations on improvements to other locations.)

However, the above schedule is subject to change due, in part, to COVID-19. Mayor Gregerson's September 8, 2020 memorandum (**See Exhibit 3**) to the City Council summarizes a recent meeting with WSDOT Aviation Division staff. That memorandum makes reference to the CACC approaching the legislature this upcoming session to adjust their goals and extend their timeline.

The CACC initially convened in October 2019. The most recent CACC meeting was July 2020. **Exhibit 4** is the CACC's Status Report dated July 2020. The Status Report identifies four planning principles the CACC adopted to serve as the foundation for any recommendation it makes. Those four principles, which are discussed in more detail in the Status Report, include:

1. Public benefit
2. Economic feasibility
3. Environmental responsibility; and,
4. Social equity

**Exhibit 5** is a WSDOT PowerPoint presentation from the CACC's July 22, 2020 meeting. The PowerPoint Presentation includes a staff analysis of nearly 20 potential sites statewide, including Everett/Paine Field. Slide 24 indicates that WSDOT staff has identified Everett/Paine Field on their "Possible" list, along with five other locations (Arlington, Bremerton National Airport, Shelton/Sanderson Field, Tacoma Narrows, and Toledo Airport).

However, the CACC has not made its recommendation of six potential sites yet. Potential evaluation criteria were still being discussed at the July 2020 CACC meeting (see **Exhibit 5**, WSDOT PowerPoint presentation, slides 26-29).

Slide 30 indicates that the CACC and public have expressed concerns over the CACC's timeline due to COVID-19, including how COVID-19 may impact travel behavior and because State budget shortfalls may impact the CACC's ability to do additional public outreach and technical analysis.

The WSDOT Aviation Division website indicates that the next CACC meeting is scheduled for **October 21, 2020** (virtual meeting). In the meantime, the CACC does accept written public comments and questions.

#### **RECOMMENDED ACTION**

For LU&ED Committee discussion.

## **Commercial Aviation Coordinating Commission Bios**

### **Voting**

#### **Bryce Yadon**

Bryce Yadon works on state policy for Futurewise related to environmental laws and the Growth Management Act working to protect farms, forests, and rural lands while supporting the creation of healthy livable cities. He has a Masters in Environmental Sustainable Management from Middlesex University and a Bachelors in Political Science from Seattle University.

#### **Mark Englizian**

As a long-time Seattle business leader, Mark can appreciate the value of diversifying and investing in transportation infrastructure outside of King County. He is a former human resources executive with firms based in the Pacific Northwest (Tektronix; Microsoft; Amazon) and is currently a member of the Authority Board for the Washington State Horse Park.

#### **Spencer Hansen**

Spencer is a Fed Ex senior manager for ramp operations at SeaTac Airport with 27 years of Fed Ex experience and was an active participant in the Joint Air Cargo study. He loves all the things the Pacific Northwest has to offer and brings 16 years of airport environment experience to the commission.

#### **Stroud Kunkle**

The Port of Moses Lake is identified in SB 5370 as a member of the Aviation Siting Commission because of the potential role the Grant County International Airport can play in providing both passenger and air cargo capacity in Washington State. Stroud has been a Commissioner of the Port of Moses Lake since 2012 and has a deep understanding of the opportunities, and challenges, associated with operating an airport of this size.

#### **David Fleckenstein**

David is the Director of the Washington State Department of Transportation (WSDOT) Aviation Division. He has over 26 years of aviation experience stemming from his current position, his previous role as an airport director, and as an U.S. Army Aviation officer and pilot. The current work of the Aviation Division focuses on providing for airport infrastructure, enabling emerging aviation technology, and coordinating aviation emergency services for a catastrophic event. David and the division support the state's aviation system, in coordination with the FAA and airport sponsors, and the advancement of aeronautics across WA State.

#### **Jeffrey Brown**

Based on Jeffery's previous experience and current role with the Port of Seattle, he will bring planning expertise to the Commission and knowledge of the facilities currently in place at Sea-Tac Airport under development and the limitations the commission faces. He has been serving as one of the Port's representatives to the PSRC's Regional Aviation Baseline Study technical advisory committee, which will have significant relevance to the work done by the Commission.

#### **Andrea Goodpasture**

Andrea has 19 years of Southwest Airlines experience in various industry roles, most currently leading a team in strategic negotiations and contract management, as well as cost control and multi-lateral customer services.

**Joseph Braham**

Joseph's experience at United Parcel Service (UPS) will provide a broad and educated perspective on the movement of goods and how multimodal systems provide a critical connection to communities and the larger supply chain network. UPS is a global leader in logistics, offering a broad range of solutions including the transportation of packages and freight; the facilitation of international trade and the deployment of advanced technology to more efficiently manage the world of business.

**Robin Toth**

Governor Jay Inslee's Director of Aerospace, Robin brings many years of economic development and policy experience to the Commercial Aviation Coordinating Commission. Currently the aerospace sector lead for the Department of Commerce, she was with the Spokane Area Economic Development Council/Greater Spokane Inc. for almost 14 years. In that role, Robin provided support to the aerospace community in her local roles as a member of the Inland Northwest Aerospace Consortium (INWAC), the I90 Aerospace Corridor group, and in her statewide roles on the Washington Military Alliance, Washington Aerospace Partnership, the Aerospace Futures Alliance board and the Washington Economic Development Association. These roles included development of strategies for recruitment, retention and expansion of aerospace companies, in addition to efforts on workforce development and public policy.

**Steve Edmiston**

Steve has extensive experience representing the public interest of communities impacted by aviation. He understands the economic value and benefits received, as well as the health and environmental challenges faced by communities near large commercial airports. He is currently serving on the State Department of Commerce Aviation Impact Study Steering Committee and the City of Des Moines' Aviation Advisory Committee.

**Arif Ghouse**

As the Director of Paine Field/Snohomish County Airport, Arif is charged with managing one of the more diverse and dynamic U.S. airports in a safe, secure and efficient manner. Arif has broad latitude for independent action governing all aspects of airport operations, maintenance, security and development, while working within the framework of all applicable laws and regulations.

**Shane Jones**

Shane is a lifelong aviation enthusiast and has worked in the airline industry for 16 years, with time spent in Finance, Corporate Strategy, and Airport Development. He has been involved in the planning and development of over \$18 billion of airport master plans, terminal, airfield and other airport projects. As Vice President of Airport Real Estate and Development at Alaska Airlines, he is responsible for overseeing Alaska's airport real estate assets, including long-term hub strategy and development. He leads design and construction of all strategic and tactical real estate projects, negotiates lease agreements for strategic airport assets, and implements key customer experience and airport operational enhancements. Prior to joining Alaska, Shane served as the Vice President of Corporate Real Estate and Airport Development at Delta Air Lines. He holds a bachelor's of business administration from the University of Georgia and an MBA from Goizueta Business School at Emory University. Shane also serves on the board of Greater Seattle Partners.



**Jim Kuntz**

Jim has extensive experience overseeing the development of airports in Eastern Washington, including commercial service airports of Walla Walla Regional Airport and Pangborn/Wenatchee Airport. The economic vitality of these two airports are directly tied to access to Sea-Tac Airport.

**Larry Krauter**

Lawrence J. Krauter currently serves as the Chief Executive Officer of Spokane International Airport, Felts Field and Airport Business Park, collectively referred to as Spokane Airports. Larry's airport management career spans over 31 years. Larry is a graduate of The Ohio State University. Larry is an Accredited Airport Executive and Member of the American Institute of Certified Planners, and the professional credentialing institute of the American Planning Association. Larry was elected by the Board of Directors of the American Association of Airport Executives to serve on the Executive Committee and is currently the Second Vice-Chairman. Larry is a single-engine land (SEL) and single-engine sea (SES) rated pilot. He serves on multiple community boards in Spokane including the Spokane Regional Transportation Council (the Metropolitan Planning Organization) and is the Chairman of the West Plains/Airport Area Public Development Authority.

**Non-Voting****Warren Hendrickson**

Warren is a Washington State Aviation Alliance (WSAA) representative and his unique professional background includes experience in commercial, military and general aviation, understanding of airspace classes, commercial arrival/departure routings (STARs/SIDs), and military and special use airspace designations and their impacts on users. He also has a strong background in airport planning requirements and compatible land use guidelines.

**Robert Hodgman**

As WSDOT's Senior Aviation Planner, one of Rob's primary responsibilities is to oversee the state's system of airports in order to provide the best possible air transportation network for our citizens. Over the last seven years, he has been involved in several studies and activities related to the work group tasks and has a robust understanding of the airports and their roles in supporting commercial aviation, air cargo and general aviation needs.

**Sabrina Minshall**

Sabrina is the Executive Director for the Spokane Regional Transportation Council (SRTC). SRTC is the lead agency for transportation planning services for Spokane County and is the federally designated Metropolitan Planning Organization (MPO) and state designated Regional Transportation Planning Organization (RTPO). MPOs and RTPOs provide the Commercial Aviation Coordinating Commission an important multimodal transportation perspective and underscore the importance of integrating land use and transportation.

**Josh Brown**

Josh Brown is the Executive Director of the Puget Sound Regional Council (PSRC). PSRC works to support a thriving central Puget Sound region through planning for growth, transportation, economic development and provides more than \$220 million annually to fund transportation projects. Prior to becoming Executive Director, Josh was elected to two terms as Kitsap County Commissioner. While Commissioner, he was active in regional issues and served as PSRC President for two years.

**Jim Honeyford**

Jim was elected to the House of Representatives in 1994 and 1996 and has served in the Senate since 1998. He represents the 15th District, which is in eastern Yakima County and includes Sunnyside, Selah, Union Gap, Wapato, Mabton, Moxee, Zillah, Toppenish, Granger, Grandview, Buena, and parts of Yakima, Gleeed, and Fruitvale. Jim holds a Master's Degree in education from Central Washington University and served as an educator in Sunnyside for 28 years. He is also a Lieutenant Colonel with the Civil Air Patrol, and a former Sunnyside City Council member, police officer and farmer, and has four grown children with his wife, Jerri.

**Karen Keiser**

Karen is currently the chair of the Senate Labor and Commerce Committee and represents Washington state's 33rd Legislative District, which includes a number of suburbs south of Seattle, including SeaTac, Kent, Des Moines and Burien. During her tenure as an elected official, she has held several leadership positions in the Washington State Legislature. Those positions include chairing the Senate Health & Long Term Care Committee and serving as lead Senate Democratic negotiator on the Capital Budget. She currently serves as President Pro Tempore of the Washington State Senate, presiding over the chamber when the lieutenant governor is unavailable.

**Tom Dent**

Tom has been a Columbia Basin resident for nearly 60 years. He became a professional pilot in 1976 and soon after founded Tom Dent Aviation, which offered aerial application, pilot service and flight instruction for area agriculture. Tom also owns the Flying T Ranch, where he lives seven miles NE of Moses Lake, which raises bison, and produces and sells hay. Sworn into office in 2015, Tom represents the 13th District, which includes Lincoln and Kittitas counties, as well as parts of Grant and Yakima counties.

**Tina Orwall**

Tina has represented the 33rd district since 2009. Consumer protection, rape kit reform, suicide prevention, anti-trafficking, the Foreclosure Fairness Act, compensation for those wrongly convicted, and adoptee rights are among her legislative accomplishments. Tina has worked with all levels of government to help embrace best practices to better serve the community. Her 20 years of experience working in the public mental health system, as well as her expertise in strategic planning in workforce development and affordable housing have established her as a valued legislator and community leader.

**Tony Bean**

Tony is currently the Director of the Pullman Moscow Regional Airport. He has been in Aviation for over 20 years with half of those as executive management at a commercial service airport.

**Rudy Rudolph**

Rudy is the Airport Director at the Olympia Regional Airport, and has been since May 2004. He is an Accredited Airport Executive (A.A.E.) with 32 years of aviation management experience and 22 years in airport management. In 2005 and 2018, he served as the Interim Executive Director for the Port of Olympia. Rudolph served as the State Aviation Administrator for the Ohio Department of Transportation from 1997-2004, responsible for implementing policy and program development for the statewide Ohio Airport System of 170 public-use airports. Additionally, Rudolph was Chief Operating Officer for fixed wing & helicopter flight department, operating and maintaining 27 multi-agency state aircraft.

**Robert Rodriguez**

Robert serves as the Joint Base Lewis McChord (JBLM) Garrison Aviation Officer and JBLM Aviation Division Chief. He has 32 years of combined military and federal service and specializes in the establishment of fixed base aeronautical infrastructure. He believes it is important that commercial, general and military aviation all have access to the National Airspace System (NAS) and the necessary fixed base infrastructure.

**Kerri Woehler**

Kerri leads Washington State Department of Transportation's Multimodal Planning Division, reporting to the Assistant Secretary for Multimodal Development and Delivery. As division director, Kerri is responsible for oversight of the State Planning and Research (SPR) federal funding and leads a variety of activities including statewide and regional transportation planning, the Metropolitan and Regional Transportation Planning Program, and essential crash, roadway and usage data about the transportation system. Kerri has prior experience working in several WSDOT organizations, including the Rail Division, Northwest Region/Mount Baker Area, and the Aviation Division.

## **EXHIBIT 2**

### **WSDOT**

### **Commercial Aviation Coordinating Commission Commonly Asked Questions**

#### **Why did the State Legislature decide to establish the Commercial Aviation Coordinating Commission (CACC)?**

The Commercial Aviation Coordinating Commission (CACC) was created by the Washington State Legislature because of concerns that Sea-Tac International Airport is nearing its capacity limits. Commercial aviation includes both passenger and air cargo and is considered an essential public facility by the State Growth Management Act because it is so central to our economic health. The CACC has been charged to present a list of six potential options by January 2021, a short list of two by September 2021 and a single preferred location by January 2022. It is possible this schedule may be extended by the Legislature due to the disruption of the pandemic, as well as to allow potential local sponsors an opportunity to consider their preferences.

#### **Why do we need another major commercial aviation facility in Washington State?**

A number of aviation studies, including the Regional Aviation Baseline Study currently being undertaken by the Puget Sound Regional Council, indicate that by 2050 Sea-Tac will exceed its current capacity by 29M enplanements. Similarly, by 2050, air cargo demand is expected to more than double from 552,000 to 1.3 million metric tons. If Washington's aviation system cannot accommodate demand, our jobs and economy will be impacted.

#### **Who makes the decision to build or expand an airport?**

The decision to build or expand an airport requires agreement between local jurisdictions, the airport sponsor, funding partners and regulatory agencies which likely would include the Federal Aviation Administration (FAA), the State of Washington, and environmental agencies, among others. A central decision maker is the airport sponsor, which would be the lead agency in developing a new airport.

#### **What will the CACC consider as they develop their recommendations?**

The Commission is mindful of the impact a new large airport, or expanding existing airports, could have on the environment and local community. The Commission is comprised of the spectrum of stakeholders; private citizens, industry representatives, government partners, associations; each selected to participate because of the knowledge and expertise they bring to this discussion. The Commission seeks a collaborative and inclusive discussion that benefits from the unique perspectives each commission member brings.



The CACC is bound to consider several factors in developing its recommendations:

1. What locations are available that can physically accommodate projected aviation demand?
2. Are there ways of managing aviation demand that can reduce costs and/or impacts?
3. Is there a willing airport sponsor?
4. Is the site near enough and accessible to population centers?
5. What do members of the public favor or oppose regarding potential sites?

#### **How can members of the public provide input to the CACC's recommendations about the site?**

The CACC will give significant weight to public input prior to making any of its recommendations. Although regulations for social distance make it impossible to hold in-person public meetings, there are a number of ways in which members of the public can provide input:

1. For the time-being, meetings of the CACC will be held on-line, and members of the public will be able to observe those meetings in real time, and on video. Members of the public are encouraged to provide email or other written feedback to the commission, and the first agenda item of each CACC meeting will be to summarize public comment.
2. Members of the public are encouraged to write to the CACC, care of the Washington State Aviation Division. The Division is committed to respond to any questions or comments you may have.
3. Prior to decisions about the short lists or other recommendations, the CACC will sponsor on-line open houses, on-line questionnaires, encourage written comment, and hold one or more public hearings to assure broad public input.
4. Regular updates about the work of the commission will be posted on the website at <https://www.wsdot.wa.gov/aviation/commission/home.htm>.

#### **What will a new airport cost?**

It is too early in the process to determine the costs for building or expanding an airport. Nevertheless, one can be assured that the process of planning, conducting a thorough environmental assessment, and constructing the facility will be a significant public investment. As the list of potential facilities becomes narrower, the Commission will consider costs and financing options.

#### **Is there a short list of locations being considered?**

The Commission began looking at potential sites identified during aviation studies such as the Flight Plan (1992), Washington's Long-Term Air Transportation Study (LATS) (2006) and the Regional Aviation Baseline Study currently underway from an original list of sites in the Puget Sound Region. At the same time, staff have identified

areas outside the original Puget Sound Study area that might be suitable and developed a list of 20 potential sites for Commissioners to consider. Staff have also been briefing local jurisdictions to gauge their interest in whether they would like to be considered for future expansion of their local airports.

**Will only one site be selected?**

The legislation requires a single preferred site but also asks for recommendations on improvements at other locations and a strategic view of future aviation facility needs.

## EXHIBIT 3



# Update

**To:** City Council

**From:** Mayor Gregerson

**Date:** September 8, 2020

**Re:** Meeting with Director David Fleckstein, regarding the  
Commercial Aviation Coordinating Commission

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Last week, I met with David Fleckenstein, the WSDOT Aviation Division Director, as well as Christine Crea, the communications specialist assigned to the Commercial Aviation Coordinating Commission (CACC) and their study.

The CACC was founded with a mission of identifying a new primary commercial aviation facility, but that is changing and they expect to ask the legislature in the upcoming session to adjust their goals, including extending their timeline for about two years. Adjusting the goals will likely shift the focus to a multi-pronged solution, rather than one single major airport siting.

They do plan to make recommendations for the aviation system as a whole- including general aviation, cargo air, and commercial scheduled flights. The legislature will still have to act following their recommendations, and there is an FAA process that would also follow. He also spoke to the uncertainty in their timeframe- how to address electric aircraft, drones and urban air mobility, for instance, on a 20-year timeframe.

Mr. Fleckenstein noted that the timeline to establish a new commercial airport does generally take 20 years. The capacity issues at SeaTac are projected to begin in 2027, depending on how things rebound following the pandemic.

Mr. Fleckenstein is a strong advocate for quiet hours at airports. He has mentioned this as a personal goal with several stakeholders, including airlines, cargo carriers, and others. I encouraged him to continue advocating for this, and perhaps to identify best practices, model agreements, and other tools that local jurisdictions could use.

He noted that the FAA will likely cover about 40% of the total cost of a new commercial airport (partially due to the indirect costs and off-airport infrastructure needs).

As next steps, he said they were just beginning their next stage of public outreach. They plan to address times when outreach is possible more specifically on the website and in their communications. They do not have a consultant to manage that (just Christine Crea right now) and are hampered by spending constraints.

He also recommended communicating our position and concerns to Snohomishssss County.

# Commercial Aviation Coordinating Commission:

## A STATUS REPORT



In October 2019, the Commercial Aviation Coordinating Commission (CACC) convened to begin the process of developing recommendations for a new primary commercial aviation facility in Washington. The commission was created by the Washington State Legislature because of concerns that Sea-Tac International Airport is nearing its capacity limits. Several studies released over the span of several years corroborate the persistent challenge of commercial aviation capacity in the Puget Sound region. In addition, the Puget Sound Regional Council (PSRC) Aviation Baseline Study currently underway confirms these findings.

Aviation demand is multi-faceted and includes many types of passenger demand (international, interstate and regional) as well as air cargo and general aviation. Each type of demand has differing facility needs, such as runway lengths and aircraft storage. While part of the capacity solution could be a new commercial facility, there may also be opportunities for current airports to accommodate some passenger and air cargo demand. In addition, emerging technologies such as electric-powered and other alternate propulsion aircraft may change the equation of air transportation demand in the years to come. Adding additional complexity to the decisions at hand is the uncertainty around the long-term impacts of the COVID19 pandemic on future aviation demand.

The Commission has adopted a three-phase methodology. For Phase One, the Legislature has charged CACC to develop a short list of six airports by January 1, 2021. During Phase Two, it will identify the top two airports by September 1, 2021. During Phase Three, the CACC is required to choose, by sixty percent majority vote, a single preferred location by January 1, 2022. The commission shall project a timeline for the development of an additional commercial aviation facility (single preferred location) that is completed and functional by 2040 and must make recommendations on future Washington state long-range commercial facility needs. It should be noted the schedule for these recommendations may be extended by the Legislature due to the disruption in workflow and communications, and the uncertainty with return to normal aviation activity caused by the pandemic.

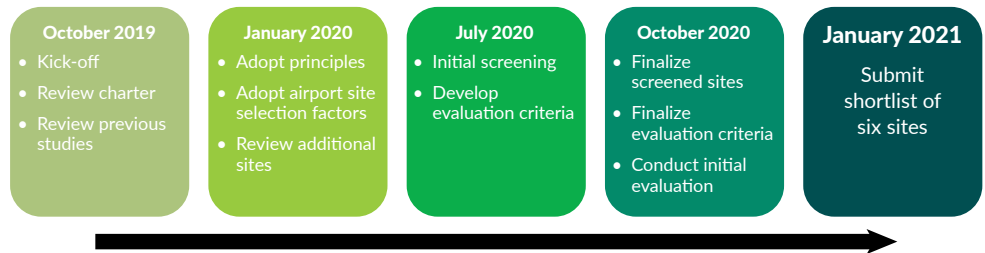


## PLANNING PRINCIPLES

Very early in its process, the commission adopted four fundamental planning principles to serve as the foundation of any recommendations it makes

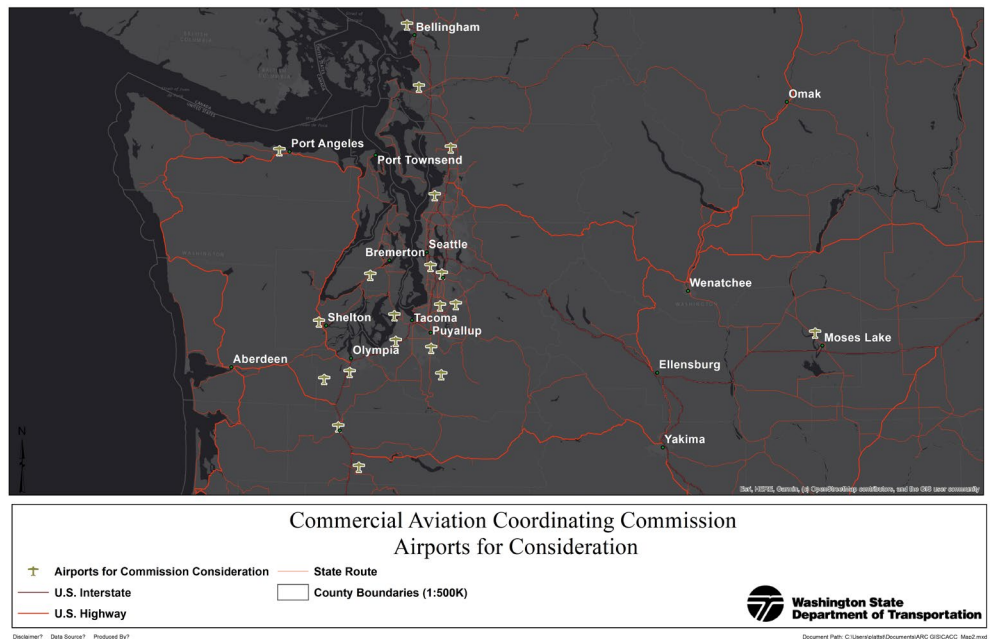
1. **Public benefit:** is defined as benefiting the greater good, or the broader public, over an individual entity or group.
2. **Economic feasibility:** defined as the degree to which the economic advantages of something to be made, done, or achieved are greater than the economic costs: Can we fund it?
3. **Environmental responsibility:** defined as the responsible interaction with the environment to avoid depletion or degradation of natural resources and allow for long-term environmental quality. The practice of environmental sustainability helps to ensure that the needs of today's population are met without jeopardizing the ability of future generations to meet their needs.
4. **Social equity:** defined as fair access to opportunity, livelihood and the full participation in the political and cultural life of a community.

## Current CACC Phase One Schedule



The commission started with a list of 20 airports in Washington, identified through a number of prior planning efforts such as the Flight Plan (1992), Washington's Long-Term Air Transportation Study (LATS) (2006) and the Regional Aviation Baseline Study currently underway.

In its early meetings, the commission took two important actions. The first was to express the mutually-shared values that would guide their future decisions—these **Planning Principles** were incorporated into the CACC Charter, adopted at its January meeting. The second foundational action was to adopt **Airport Site Selection Factors**, which would screen out any airports that are fundamentally unsuitable for consideration as an additional major commercial airport.



When the Covid-19 pandemic hit, the commission was beginning to consider criteria for evaluating potential airport sites. Although the Commission could not meet, members continued to receive briefing materials and workbooks to help them formulate evaluation criteria that could be used to assess the suitability of various airports.

## THREE BASIC STRATEGIES, AND HOW THEY DIFFER

Expand/Improve one or more existing airports	One very large Sea-Tac sized airport	Both a large airport AND expand/improve existing airports
<ul style="list-style-type: none"> <li>• Necessitates an existing facility or facilities that can truly accommodate projected demand</li> <li>• Lends itself to a phase solution</li> <li>• Requires coordinated action across several locations</li> </ul>	<ul style="list-style-type: none"> <li>• Would likely require a greenfield solution</li> <li>• Would likely require 20 years to come online, possibly after Sea-Tac capacity threshold is exceeded.</li> <li>• Would require a significant sponsor</li> </ul>	<ul style="list-style-type: none"> <li>• May require a greenfield solution</li> <li>• Lends itself to phased solutions</li> <li>• Would require coordinated action across several locations</li> <li>• Leverages near term capacity while pursuing a longer-term option</li> <li>• Allows more time to identify primary major facility needs while meeting immediate capacity shortfalls</li> </ul>

In addition, WSDOT staff have reached out to local jurisdictions to gauge their interest in whether they would like to be considered for future expansion of their local airports. Staff has also sent informal workbooks for commissioners to provide initial feedback to help staff conduct their analysis of potential sites.

One of the questions now facing the commission has to do with the strategic direction for future airport capacity investments. At their last in person meeting, the commission discussed three basic strategies for meeting Washington's aviation needs.

To help answer that question, the WSDOT Aviation Division has been analyzing the physical characteristics of Western Washington airports such as runway length, access to transportation, and distance from major populations centers.

At its July 22, 2020 meeting, the commission will consider this information and decide on a strategic direction for moving forward on its recommendations. The commission will also be discussing the evaluation criteria that would guide their examination of potential facilities. In addition to a discussion that measures which attributes might be used to assess a site's consistency with the CACC Planning Principles, the commission will discuss other kinds of measures for evaluating the suitability of potential sites.

## AIRPORT SITE SELECTION FACTORS

In January, the Commission adopted six Airport Site Selection Factors which are minimum requirements necessary to accommodate future demand.

1. **Land:** A supplemental airport would require 1,000-2,000 acres, and a replacement, or more like a SeaTac-equivalent sized airport could require as much as 4,600 acres.
2. **Existing Facilities:** Runway length, available land on one or both ends of the runway, adequate space to add a runway.
3. **Environmental Constraints:** Known concerns or protections for habitat and species, wetlands, weather patterns and similar topics.
4. **Proximity to Population Centers:** Travel time calculations that demonstrate good access for citizens.
5. **Airport Sponsor:** Governance; Local government commitment for both development and operation, and liaison with the public, local governments, industry and others.
6. Consideration of **multimodal and transportation factors**, such as access to roadways and public transportation.



It is the Commission's intention to allow for direct public input when physical meetings can be resumed. Unfortunately, due to social distancing requirements, the July 22 meeting will be conducted through a virtual meeting. The public will be able to observe the July 22 meeting online through a Microsoft Teams Live Event.

Members of the public are encouraged to provide any questions or input prior to the meeting. Public comments will be shared with commissioners and a summary of comments and questions will be provided at the July 22 meeting. Those without computer access will be able to telephone in.



Details of the upcoming meeting and summaries of all past meetings are included on the project website [www.wsdot.wa.gov/aviation/commission](http://www.wsdot.wa.gov/aviation/commission).

From July to October, the Commission will be seeking public comment on potential sites, evaluation criteria and the evaluation process. After the short-list of six sites is developed, the Commission will continue to welcome public input throughout Phases Two and Three.

**AT ANY TIME, THE PUBLIC  
IS ENCOURAGED TO DIRECT  
QUESTIONS AND COMMENTS TO:  
Christina Crea**

**WSDOT Communications**

360-810-0902

[CACC@wsdot.wa.gov](mailto:CACC@wsdot.wa.gov)



**Americans with Disabilities Act (ADA) Information:** This material can be made available in an alternate format by emailing the Office of Equal Opportunity at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

**Title VI Notice to Public:** It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at (360) 705-7090.

# **Commercial Aviation Coordinating Commission**

**Online virtual meeting**

DAVID FLECKENSTEIN  
Commercial Aviation Coordinating Commission Chair  
July 22, 2020



# Agenda

## **I. Welcome**

- **Introductions/Virtual ground rules**
- **Review of meeting objectives**

## **II. Project update to the public and commission members**

## **III. Adopt strategic approach**

## **IV. Adopt screening criteria**

## **V. Review potential sites**

## **VI. Adopt evaluation criteria**

## **VII. Adjustment to timeline**

# Our Legislative Mandate

Detailed in Substitute Senate Bill 5370, effective 7/28/2019

“The legislature finds that with the **increase in air traffic operations**, combined with the **projections for the rapid expansion of these operations** in both the short and the long term, **concerns regarding the environmental, health, social, and economic impacts of air traffic** are increasing as well.

The legislature also finds that **advancing Washington's position as a national and international trading leader** is dependent upon the development of a highly competitive, statewide passenger and cargo air transportation system.

Therefore, the legislature seeks to **identify a location for a new primary commercial aviation facility** in Washington, taking into consideration the data and conclusions of appropriate air traffic studies, community representatives, and industry experts.”

**The impacts from COVID-19 and transportation demand may result in changes to the commissions work. “Have we bought ourselves more time or will people’s preferences truly change?”**

# By Our Charter

The Commission's basic requirements:

1. **Recommend** a short list of no more than six airports by January 1, 2021
2. **Identify** the top two airports by September 1, 2021
3. **Identify** the single preferred location by January 1, 2022, by 60% majority vote

Research for each potential site must include the **feasibility of constructing a commercial aviation facility in that location and its potential environmental, community, and economic impacts.**

The Commission must also project **a timeline for developing an additional commercial aviation facility that is completed and functional by 2040.** The Commission must **also make recommendations on future Washington State long-range commercial facility needs.**

...take into consideration data and conclusions of prior aviation policy documents, air space studies, and case studies of best practices. It will also consider the input of community representatives and industry experts. Options for a new facility in Washington **may include expansion or modification of an existing airport facility.**

...**delivery of the final report** to the legislature, no later than **January 1, 2022.**

# Guiding Principles

1. **Environmental responsibility:** defined as the responsible interaction with the environment to avoid depletion or degradation of natural resources and allow for long-term environmental quality. The practice of **environmental sustainability** helps to ensure that the needs of today's population are met without jeopardizing the ability of future generations to meet their needs.
2. **Economic feasibility:** defined as the degree to which the economic advantages of something to be made, done, or achieved are greater than the economic costs. **Can we fund it?**
3. **Social equity:** defined as fair access to opportunity, livelihood and the full participation in the political and cultural life of a community. **How do we ensure underrepresented individuals have a voice?**
4. **Public benefit:** is defined as **benefiting the greater good**, or the broader public, over an individual entity or group.



# Defining the Challenge - Passengers

- **Dissecting the Capacity Gap**

- Growing capacity gap over time.

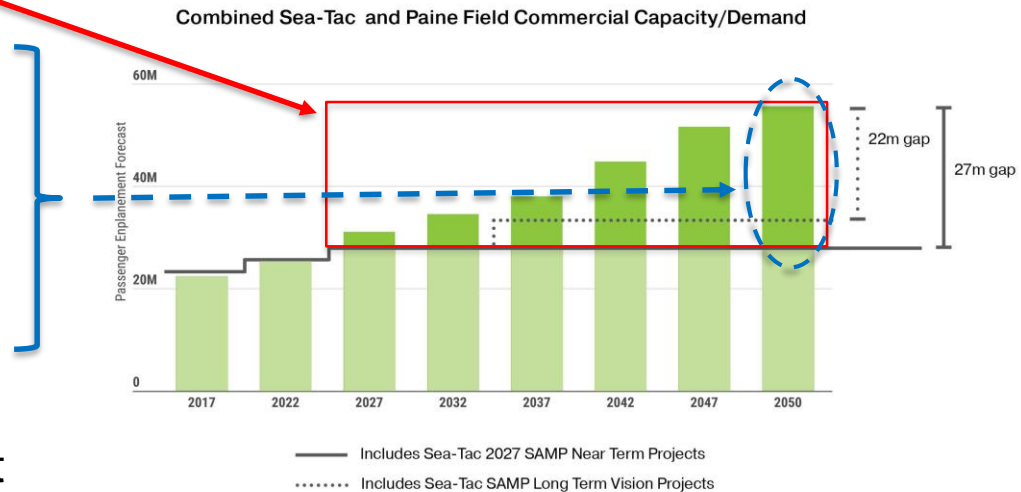
- Future gap in 2050?

- SeaTac 2018 enplanements = 24,024,908

- **2050 gap estimated between 22 and 27 million enplanements**

- Future gap the equivalent of SeaTac demand today

- As of 8 July, enplanements were down 75%



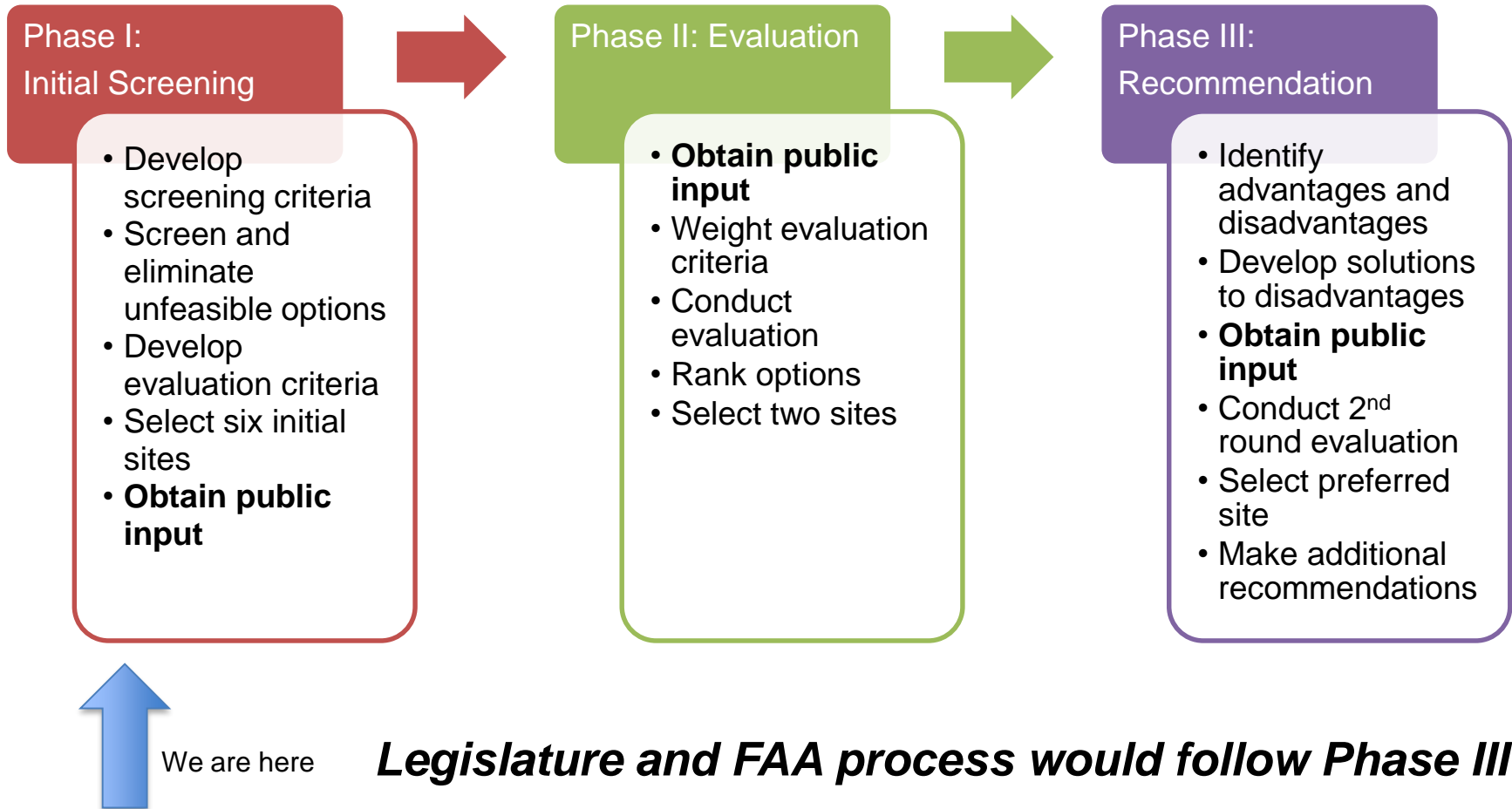
# Defining the Challenge - Growth Projections

- Growth is projected to continue over the next 20 years
- Top five counties all exceed statewide growth projections
- Four of the five fastest growing counties are in the Puget Sound region

		2020 Population	2040 Population	20-year Percent Increase	20-year Numerical Change
State		7,065,384	7,920,676	12.1%	855,292
1	King	2,110,642	2,439,025	15.6%	328,383
2	Snohomish	766,672	905,221	18.1%	138,549
3	Pierce	819,122	927,797	13.3%	108,675
4	Clark	472,573	540,963	14.5%	68,390
5	Thurston	266,796	312,061	17.0%	45,265

\*Source: WA State Office of Financial Management; High, Medium and Low estimates available - Low-estimate numbers displayed

# Site Decision Process



# Airport Site Selection Factors

- Available Land: A supplemental airport would require 1,000-2,000 acres, and a replacement, or more likely a SeaTac-equivalent sized airport could require as much as 4,600 acres.
- Existing Facilities: Runway length, available land on one or both ends of the runway, adequate space to add a runway.
- Environmental Constraints: Known concerns or protections for habitat and species, wetlands, weather patterns and similar topics.
- Proximity to Population Centers: Travel time calculations that demonstrate good access for citizens.
- Airport Sponsor: Governance; Local government commitment for both development and operation, and liaison with the public, local governments, industry and others.
- Multimodal Transportation: Access to roadways, and public transportation.

# Informational Briefings: Conducted to Date

## Used for:

- Informing stakeholders
- Discerning interest among potential sponsors
- Helping inform the public about the CACC's work

## Provided to:

- Port of Olympia
- Thurston County BOCC
- Lewis County BOCC
- Port of Bremerton
- Port of Shelton
- Des Moines Normandy Park Rotary Club
- Thurston Regional Planning Council

## Yet to be Conducted:

- Snohomish County Council (August 11<sup>th</sup>)
- Tumwater City Council (August 11<sup>th</sup>)



# Current Potential Sponsor Level of Interest

- **Lewis County BOCC:** **Strongly encourage** the Commercial Aviation Coordinating Commission to consider expansion of the Ed Carlson Memorial Airport as an option when evaluating the potential locations and in preparation of the short list of locations.
- **Port of Bremerton:** **Interested** in continuing to be part of your discussion as you analyze the opportunities of future aviation in this area, and the structure that the Bremerton National Airport may be able to participate in to meet some of those requirements.
- **Port of Olympia:** **No** interest in being considered as a sponsor of a greenfield site or expansion of Olympia Regional Airport to meet future aviation capacity needs. Potentially interested in partnering with another Port to meet future needs.
- **Port of Shelton:** Extremely **high level of interest** in Sanderson Field being considered for future expansion.
- **Thurston County BOCC:** Voted unanimously **not to be listed** as a sponsor to explore the development of a green field airport in Thurston County.

# Communications Plan: Goals and Implementation

GOAL	WAYS TO ACHIEVE IT
<p>Provide the CACC with the benefit of public perspectives to inform their decision-making.</p> <p><b>Listen to what people want.</b></p>	<p>Public comment at beginning of each CACC meeting; CACC members at public engagement forums; Formal period of public comment on draft reports of Commission; Survey research</p>
<p>Provide meaningful ways for people who will want to be included and provide input to the CACC.</p> <p><b>Develop ways for people to participate.</b></p>	<p>Public involvement in multiple formats—regional public meetings, presentations, communication partners, on-line open houses, ADA compliance, multi-lingual information; user-friendly graphics; summer fairs and information booths</p>
<p>Provide a logical and factual framework for public understanding the issues that must be addressed by the CACC and for being informed of the decisions made.</p> <p><b>Make information available to the public.</b></p>	<p>Posting of meeting materials and summaries on webpage; clear explanation of decision process; Informational folios; Video to be used at community presentations, at Regional Public Meetings, posted on social media and distributed to community access television stations.</p>
<p>Assure that major stakeholders, such as local governments, the aviation industry, airports, and regional planning agencies have timely information to assure meaningful input.</p> <p><b>Keep major stakeholders informed.</b></p>	<p>Stakeholder email updates Organizational briefings Participation in CACC and Technical Working Group (TWG)</p>

# Public Engagement in the Time of COVID

- CACC Operating Guidelines and Public Involvement Plan stress the need for community engagement, but we neither anticipated the need for “social distancing” nor were we able to predict how long it would last
- Our intention is to set aside a portion of each meeting of the Commission to allow for public comment—at this meeting we will be summarizing comment received to date, and at future meetings we will try to have a way for members of the public to comment in real time

# Recent Public Input

- Emails expressing support for the concept of the CACC
- Emails requesting improvements at specific airports or service to specific areas
- Support for airport expansion at specific airports (Bremerton, Everett)
- Suggestions about transportation improvements necessary if there is an airport expansion (rail, highway)
- Questions about whether a new airport is needed
- Recent media coverage resulted in several emails expressing concerns about a new airport in Thurston County, and one supporting the idea. The Aviation Division's responses include a clarification of the CACC decision process and the role of the CACC in making recommendations related to the aviation system

# Moving Forward

- Aviation Division has prepared a folio that outlines the Commission's decision process and encourages community engagement
- The Division has also prepared a *Frequently Asked Questions* document that answers common questions about the CACC and its deliberations
- Both are posted on the Commission website, which is regularly updated [www.wsdot.wa.gov/aviation/commission/home.htm](http://www.wsdot.wa.gov/aviation/commission/home.htm)
- In the coming months we will be sponsoring electronic town-halls and on-line surveys to help inform and engage members of the public
- We will continue to respond to questions from the public and media
- We will provide commissioners with copies of all public comment



# Recent staff activities

## 1. Reviewed Studies

- Compiled a list of Puget Sound airports that could be considered for a primary commercial aviation facility (20 airports)
- Combined with list from PSRC Baseline Study (28 airports)
- Reviewed the JTC Air Cargo study for possible capacity opportunities
- Reviewed the PSRC Baseline Study for possible airspace constraints
- Considered known environmental concerns at possible airports

# Recent staff activities, cont'd

## 2. Conducted Analysis

- Explored Sea-Tac's east-Cascades catchment and connecting flights data
- Explored emerging aviation technology opportunities
- Considered alternate aviation bio-fuels to help reduce emissions
- Explored aircraft performance data to understand runway length, aircraft load factors and possible destinations
- Examined enplanement potential from expanding existing Puget Sound region airports
- Conducted initial analysis of existing airside and landside infrastructure at possible Puget Sound airports
- Templated possible three-runway airport expansion at Toledo
- Considered the Aviation Trust Fund and possible impacts of COVID federal funding availability

# Recent staff activities, cont'd

## 3. Conducted Outreach

- Conducted outreach to capture General Aviation needs
- Consulted with WSDOT rail colleagues to understand the outlook for high-speed rail options
- Briefed potential sponsors

## 4. Developed Criteria

- Developed preliminary screening criteria and obtain Commissioner informal input
- Conducted preliminary screening to identify seven existing airports with potential to meet legislative directives

# Strategic Approaches

One very large Sea-Tac sized airport	Expand/improve one or more existing airports	<b><i>Both a large airport AND expand/improve existing airports</i></b>
<ul style="list-style-type: none"> <li>• Would likely require a greenfield solution</li> <li>• Would take X years to come on-line, possibly after Sea-Tac capacity threshold is exceeded</li> <li>• Would require a significant sponsor</li> </ul>	<ul style="list-style-type: none"> <li>• Necessitates an existing facility or facilities that can truly accommodate projected demand</li> <li>• Lends itself to a phased solution</li> <li>• Requires coordinated action across several locations</li> </ul>	<ul style="list-style-type: none"> <li>• <i>May require a greenfield solution</i></li> <li>• <i>Lends itself to phased solutions</i></li> <li>• <i>Would require coordinated action across several locations</i></li> <li>• <i>Leverages near term capacity while pursuing a longer-term option</i></li> <li>• <i>Allows more time to identify primary major facility needs while meeting immediate capacity shortfalls</i></li> </ul>

# Initial Feedback on Strategic Approach

Option	Preferences
Develop one large Sea-Tac-sized airport	<b>0</b> commission members said they preferred this option
Expand and/or improve one or more existing airports, to provide commercial and freight service	<b>7</b> commission members preferred this option
Combine these strategies to meet near-term capacity needs from existing airports while conducting the processes necessary for a large new airport	<b>14</b> commission members preferred this option
I don't know	<b>0</b> commission members said they preferred this option
No answer	<b>4</b> commission members did not respond to the questionnaire



# Discussion on Strategic Approach

- What was your reasoning for your strategic choice preference?
- How strongly do you feel about your choice over others?
- Are members of the commission comfortable with Option 3?

# Screening Criteria Feedback

- Derived from Airport Site Selection Factors

Question	CACC Input
Are proposed screening criteria suitable?	95% answered Yes
<p>Are there other screening criteria that should be considered to eliminate a site from further consideration?</p> <p><i>Note:</i></p> <ul style="list-style-type: none"><li>- <b>Screening criteria</b> are used to eliminate a possible site.</li><li>- <b>Evaluation criteria</b> are used to rank possible sites.</li></ul>	<p>Suggestions are a better fit for evaluation criteria:</p> <ul style="list-style-type: none"><li>- Passenger demand</li><li>- Proximity to other commercial service airports (not too close to SeaTac)</li><li>- Land use/zoning</li><li>- Community support</li><li>- Economic growth and vitality</li></ul>

*Discussion: Does this approach make sense?*

# Staff Analysis of Potential Sites

## Airport Sites Feedback Received

Question	CACC Input
Are there any additional sites that should be considered as part of the catalog of potential solutions?	Tri-cities (Pasco) Yakima Spokane

- A specific greenfield site has yet to be identified. Staff recommends that suggested additional airport sites may be more suited to be considered as system airports, rather than primary facilities.
- A system airport could serve as a satellite airport in the Puget Sound region or an additional airport outside the region that could offer passenger service and/or air cargo capacity elsewhere in the state.

### **SSB 5370: Staff Interpretation – System Airports**

*“Recommendations to the legislature on future Washington state long-range commercial aviation facility needs including possible additional aviation facilities or expansion of current aviation facilities... to meet anticipated commercial aviation, general aviation, and air cargo demands.”*

***Discussion: Do you agree with the System Airport approach for airports not considered for the Primary Commercial Aviation Facility?***

# Staff Analysis of Potential Sites

	Travel Time	Land (Acres)	Runway	Agency Lead	Transit Service	Miles to Interstate Exit	Traffic Congestion Issues	Concerns	WSDOT Assessment	PSRC Assessment	Possible List
Arlington	3	1200	5332'	City	No	3	High	North Seattle, Nearing Capacity, Runway length	Unlikely due to runway constraints	Potential to accommodate commercial air service	Possible
Auburn	5	111	3400'	City	Yes	6	High	Runway length, acreage, available off-airport land	Unlikely due to land and runway	Unable to accommodate commercial air service	
Bellingham	1	1200	6700'	Port	Yes	2	High	Proximity to population	Unlikely due to travel time	Not considered	
Bremerton National Airport	3	1172	6000'	Port	No	30	High	Runway length; road congestion	Possible	Potential to accommodate commercial air service	Possible
Chehalis-Centralia Airport	2	438	5000'	City	No	3	Low	Runway length, acreage, available off-airport land	Unlikely due to land and runway	Not considered	
Everett/ Paine Field	4	1250	9010'	County	Yes	4	High	Environmental limitations	Possible	Potential to accommodate commercial air service	Possible
Kent/ Norman Grier	4	66	3288'	Private	No	13	High	Runway length, acreage, available off-airport land	Unlikely due to land and runway	Unable to accommodate commercial air service	
Moses Lake/Grant County	0	4700	13503' and 10000'	Port	Yes	8	Low	Proximity to population	Unlikely due to travel time	Not considered	
Olympia (Black Lake)	4	N/A	N/A	County	No	~5	Periodic	Greenfield	Unlikely due to lack of sponsor	Not considered	
Olympia Regional Airport	4	1385	5500'	Port	Yes	2	Periodic	Runway length, Environmental, Road congestion	Unlikely due to lack of sponsor	Not considered	
Port Angeles	0	800	6347'	Port	Yes	108	Low	Proximity to population	Unlikely due to travel time	Not considered	
Puyallup/ Thun Field	5	200	3651'	County	Yes	13	High	Runway length, acreage, available off-airport land	Unlikely due to land and runway	Unable to accommodate commercial air service	
Renton	5	170	5382'	City	Yes	2	High	Runway length, Acreage, available off-airport land	Unlikely due to land and runway; King county	Unable to accommodate commercial air service	
Seattle/ Boeing Field	4	594	10007'	County	Yes	4	High	Acreage, available off-airport land	Unlikely - King County	Unable to accommodate commercial air service	
Shelton/ Sanderson Field	4	1054	5005'	Port	Yes	22	Low	Runway length	Possible	Not considered	Possible
Skagit	2	761	5478'	Port	Yes	5	High	Proximity to population, runway length, acreage	Unlikely due to travel time	Not considered	
Tacoma Narrows	5	568	5002'	County	No	8	High	Runway length, Acreage, Available land	Unlikely due to runway constraints	Potential to accommodate commercial air service	Possible
Tacoma/ McChord Field	5	3000	10108'	Military	No	1	High	Military use, Governance	Unlikely due to congressional concerns and lack of sponsor	Unable to accommodate commercial air service	
Toledo Airport	2	94	4479'	County	No	5	Low	Runway length, acreage	Possible but restricted by proximity to population	Not considered	Possible

# Airport Site Concerns

## Airport Site Concerns Feedback Received

Question	CACC Input
Do any of the sites that have been identified as possible give you concern?	<p>Respondents shared the following types of concerns:</p> <ul style="list-style-type: none"><li>a. Multiple sites may not be desirable to airlines</li><li>b. Multiple sites may not be financially feasible</li><li>c. Existing sites offer limited expansion due to potential encroachment</li></ul> <p>Specific site concerns:</p> <ul style="list-style-type: none"><li>• Arlington is too close to Paine Field and is not a good choice</li><li>• Toledo is too far from the population</li><li>• JBLM is not supported by the military or congressional delegates</li><li>• Bremerton is too far from the population and the Puget Sound is a barrier to access</li><li>• Shelton is too far from the population</li><li>• Tacoma Narrows has strong community opposition, and the Puget Sound is a barrier to access</li></ul>

***Discussion: Are there any other thoughts regarding these sites?***



# Evaluation Criteria

Commission members indicated strong support for proposed evaluation criteria

<b>Operational suitability</b>	80%
<b>Site suitability</b>	91%
<b>Partners/sponsors/community support</b>	86%
<b>Market factors</b>	66%
<b>Public benefit</b>	72%
<b>Economic feasibility</b>	80%
<b>Environmental stewardship</b>	88%
<b>Social equity</b>	80%

Topics that scored the highest

	High importance
<b>Operational Suitability</b>	
Clear airspace	64.71%
Runway length	76.47%
<b>Site Suitability</b>	
Electrical power	64.71%
Telecommunications	64.71%
<b>Partners/sponsors/community that should be considered</b>	
Airport sponsor support	64.71%
<b>Market factors</b>	
Geographic accessibility for passengers	64.71%
<b>Economic Feasibility</b>	
Potential of federal funding	82.35%
Potential costs	70.59%
<b>Environmental Stewardship</b>	
Noise impacts	64.71%
Air quality impacts	76.47%

# Suggested Additional Evaluation Criteria

**Commission members were asked to provide recommendations for additional evaluation criteria, summarized below:**

- Accessibility of services such as aircraft fuel
- Airside infrastructure to support aviation activities
- Consideration for airspace constraints
- Noise impacts on communities
- Land-use, terrain and soil suitability for infrastructure
- Transportation connections
- PPP, business community, and environmental group support
- Impacts to General Aviation
- Technology advancements and automation
- Air carrier support
- Role in contributing to the transportation system
- Contribution to improving aviation capacity
- Benefit to all segments of communities
- Contribution to meeting each aviation segment; commercial service, air cargo and GA
- Archeological and Historical Preservation

# Proposed Changes to Evaluation Criteria

- **Editorial (spelling and clarification)**
- **Covered as screening criteria**
  - Capacity improvements
  - Drive times
- **Address during Phase III**
  - Terrain/soil
  - Storm water detention
  - Jet fuel storage
  - Public private partnerships
  - Affordability to airport customers
  - Interaction with overall transportation system
  - Demand management
  - Potential revenues
- **Address during environmental process**
  - Potential for mitigation
  - Archeological and historical preservation
  - Sustainable building opportunities
- **DISCUSS TODAY**
  - Regarding measures for Partners/Sponsors/Communities, how should we think about support from various sectors?

# Discussion on Evaluation Criteria

- Are there any other major categories for evaluation criteria that should be considered besides:
  - Operational suitability
  - Site suitability
  - Sponsor and community support
  - Market factors
  - Public benefit
  - Economic feasibility
  - Environmental responsibility
- Are there other measures that should be considered for any of the evaluation criteria besides those proposed by staff? Are there any measured that should be changed or deleted?

# Discussion: Adjustment to CACC Timeline

- Commission Members and the public have expressed a concern about the current timeline
- Issues:
  - Social distancing requirements have made it difficult for the Commission to do its business and for the public to be able to provide input to the Commission's recommendations
  - Disruptions created by the COVID pandemic include:
    - Major economic downturns throughout the economy
    - Changes in travel behavior and work patterns
    - Airline industry disruptions
  - State budget shortfalls may impact the ability for the CACC to do additional technical analysis and public outreach
- Options
  1. Stay the course
  2. Request legislature to delay recommendations by one year to provide more time for CACC and staff to do additional analysis and outreach



# Next steps

- **Next steps in analysis**
  - Community/sponsor engagement on potential primary aviation facility sites
  - Develop a broader understanding of public and industry preferences (traveling public and shippers, air service and air cargo providers, General Aviation)
  - Explore and develop possible *System Airport* roles/contribution to capacity
  - Revise and update Evaluation Criteria
  - Conduct research to support Evaluation Criteria
- **October 2020 CACC Meeting, Potential Dates:**
  - 13th, Tuesday
  - 19th, Monday
  - 20th, Tuesday
  - 21st, Wednesday
  - 22nd, Thursday
  - 26th, Monday

# Questions?

For additional information regarding the  
Commercial Aviation Coordinating Commission, please  
contact:

The WSDOT Aviation Division

or go to

<https://www.wsdot.wa.gov/aviation/commission/home.htm>