



City of SeaTac

Council Study Session Agenda

January 27, 2015
4:30 PM

City Hall
Council Chambers

CALL TO ORDER:

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

1. Agenda Bill #3664; A Motion authorizing the City Manager to enter into an agreement with Dogs of Grandview Supporters (DOGS) to operate an Off-Leash Dog Area at Grandview Park for a term of 10 years (total time: 15 minutes / presentation time: 5 minutes)

By: Parks and Recreation Director Kit Ledbetter / DOGS Representative Elynn Clayton

2. Agenda Bill #3665; A Motion authorizing the City Manager to enter into an agreement with Sound Transit for Stream Buffer Mitigation for Des Moines Creek required for non-motorized improvements for South 200th Street link extension (total time: 10 minutes / presentation time: 5 minutes)

By: Parks and Recreation Director Kit Ledbetter

3. Agenda Bill #3667; A Motion authorizing the City Manager to execute a contract with Top to Bottom Janitorial for custodial work at City facilities (total time: 10 minutes / presentation time: 5 minutes)

By: Facilities Manager Pat Patterson

4. Agenda Bill #3668; A Resolution executing a Second Amendment to a Development Agreement between the City of SeaTac and International Boulevard LLC (total time: 10 minutes / presentation time: 5 minutes)

By: Community and Economic Development Director Joe Scorcio

5. Agenda Bill #3672; An Ordinance amending sections 7.40.020 and 7.40.060 of the SeaTac Municipal Code related to Garbage Regulations (total time: 10 minutes / presentation time: 5 minutes)

By: Senior Assistant City Attorney Mark Johnsen / Public Works Director Tom Gut

6. PRESENTATIONS – INFORMATION ONLY:

• **Quarterly Public Safety Statistics (total time: 10 minutes / presentation time: 5 minutes)**

By: SeaTac Police Chief Lisa Mulligan

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

January 27, 2015
6:30 PM

City Hall
Council Chambers

CALL TO ORDER:
ROLL CALL:
FLAG SALUTE:

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

6. PRESENTATIONS (Continued):

● **Council consideration and confirmation of the Mayoral appointment of Lawrence Pitre as an alternate to the Human Services Advisory Committee** (*total time: 5 minutes*)

By: Mayor Mia Gregerson

PUBLIC COMMENTS (related to Agenda Bill #3671): RCW 42.17A.555 requires that proponents and opponents of the ballot proposition are afforded an approximately equal opportunity for the expression of viewpoints. Therefore, all proponents of the ballot measures will be allocated a maximum of 10 minutes collectively, and all opponents of the ballot measures will be allocated a maximum of 10 minutes collectively. Members of the public are encouraged to communicate with each other prior to comment, so that these time limits can be observed. Speakers must sign up prior to the meeting. Comments related to Agenda Bill #3671 will only be taken at this time.

ACTION ITEM:

7. **Agenda Bill #3671; A Resolution expressing the City Council support for Highline School District Proposition No. 1-- Replacement of Expiring Educational Programs and Operation Levy, and Proposition No. 2-- Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools, both to be presented to the electorate on February 10, 2015** (*total time: 15 minutes / presentation time: 5 minutes*)

By: Senior Assistant City Attorney Mark Johnsen

8. CONSENT AGENDA:

- **Approval of claims vouchers** (check no. 109705 – 109880) in the amount of \$1,494,398.50 for the period ended January 20, 2015.
- **Approval of payroll vouchers** (check nos. 52602 – 52622) in the amount of \$149,677.77 for the period ended January 15, 2015.
- **Approval of payroll electronic fund transfers** (check nos. 83398 - 83529) in the amount of \$254,525.96 for the period ended January 15, 2015.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$52,745.19 for the period ended January 15, 2015.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended January 21, 2015.

Approval of Council Meeting Minutes:

- **Council Study Session held January 13, 2015**
- **Regular Council Meeting held January 13, 2015**

Agenda Items reviewed at the January 13, 2015 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3662; An Ordinance declaring public use and necessity for condemnation of property as required for the connecting 28th/24th Avenue South project and authorizing the payment of funds from the City's 307 Transportation Capital Improvement Program (CIP) Fund

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

ACTION ITEM:

UNFINISHED BUSINESS:

- NEW BUSINESS:**
- CITY MANAGER'S COMMENTS:**
- COMMITTEE UPDATES:**
- COUNCIL COMMENTS:**
- EXECUTIVE SESSION:**
- ADJOURN:**

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks and Recreation Department

Agenda Bill #: 3664

TITLE: A Motion authorizing the City Manager to enter into an agreement with Dogs of Grandview Supporters (DOGS) to operate an Off-Leash Dog Area at Grandview Park for a term of 10 years

January 21, 2015

Ordinance Resolution Motion Info. Only Other

Date Council Action Requested: RCM 02/10/15

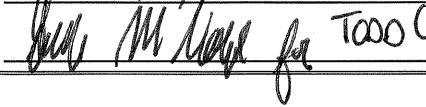
Ord/Res Exhibits: _____

Review Dates: CSS 01/27/15; RCM 02/10/15

Prepared By: Kit Ledbetter, Parks and Recreation Director

Director:  **City Attorney:** 

Finance: N/A **BARS #:** _____

City Manager:  *1000 CWS* **Applicable Fund Name:** _____

MM

SUMMARY:

The proposed Motion authorizing the City Manager to enter into an agreement with Dogs of Grandview Supporters (DOGS) to operate an Off-Leash Dog Area at Grandview Park for a term of 10 years with an option to renew this agreement for an additional 5 years.

DISCUSSION / ANALYSIS / ISSUES:

In January of 2001, City's of Auburn, Burien, Des Moines, Federal Way, Kent, Renton, Tukwila and SeaTac worked together to locate an off-leash dog area in South King County. Each City contributed a small amount of funds to upgrade Grandview Park to make it ready for the off-leash dog park. In 2004 the SeaTac City Council approved Serve Our Dog Areas (SODA) for a 10 year operating contract for an off-leash dog area at Grandview Park. SODA successfully operated the Grandview Park off-leash area for 10 years and decided not to renew their contract in 2015.

The Parks and Recreation Department conducted a public meeting in November 2014 to seek a new operator for the dog off-leash area and had 60 interested people attend the meeting. We have had several meetings with DOGS the new organization that is proposing to take over operation at Grandview Park. DOGS will pay the operating costs and manage the off-leash area.

RECOMMENDATION(S):

It is recommended that the City Council adopt the proposed Motion.

FISCAL IMPACT:

None

ALTERNATIVE(S):

Do not accept the agreement at this time although it would likely result in closing the dog off leash park.

ATTACHMENTS:

Contract Agreement

CITY OF SEATAC PARK USE AGREEMENT
Grandview Park - Off Leash Dog Area

THIS AGREEMENT, is made and entered into this _____ day of _____, 20_____, between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the “City”, and Dogs of Grandview Supporters (DOGS), a Washington State non-profit corporation engaged in volunteer activities, hereinafter referred to as “DOGS”.

IT IS HEREBY AGREED AS FOLLOWS:

1. **AREA OF PARK TO BE USED:** The entire area of the Grandview Park premises, hereinafter referred to as the “Premises”, shall be subject to the stewardship and operation by DOGS of an off-leash dog area. The legal description of the said Premises is set forth as Exhibit A hereto. The Premises are depicted on the drawing attached as Exhibit B hereto.

2. **TERM OF USE:** DOGS shall be entitled to use the entire Premises for a ten (10) year term commencing on _____. Prior to the expiration of the term of this Contract, the City and DOGS may exercise an option to renew this Agreement for the period of up to five (5) additional years.

3. **PURPOSE OF USE:** DOGS shall be entitled to use the entire Premises for the following purposes: Operating an off-leash dog area open to the public.

DOGS shall not use said Premises for any purpose other than the purpose described above, or for other than any regular, recognized park use, provided that all such use shall be at all times in conformity with the rules and regulations for park use. DOGS shall not operate any concession stand or business without prior written consent of the City. Additionally, DOGS shall be subject to all requirements outlined in Section 6 below.

4. **PAYMENT:** DOGS shall not be required to compensate the City for the use of the Premises in consideration of DOGS's assumption of the responsibilities set forth in Section 6 below.

5. **UTILITIES - SERVICES:** DOGS shall arrange for and shall pay the cost of the following services and utilities supplied to the Premises in connection with DOGS's use thereof.

- Dog Waste Pickup
- Trash Pickup
- Portable Toilet
- Water
- Opening & closing gate
- Dog waste & trash bags

The list could be modified by mutual consent of DOGS and the City Parks and Recreation Director.

6. **RESPONSIBILITIES OF DOGS:** In connection with DOGS's use of the Premises, DOGS shall also be responsible for the following:

(A) With the exceptions of the two conditions listed at the end of Section 6, letter (A), no alterations, improvements or changes to the Premises shall be made without the prior written consent of the City. Any alterations, improvements or changes to said Premises shall be in accordance with all applicable state and local codes, and the plans and specifications for any such alterations, improvements or changes must be approved in advance by the City. Any such identified alterations, maintenance, improvements or changes to the Premises, or to any buildings or structures (permanent or temporary), or to any vegetation, grounds, fixtures, appurtenances, facilities, equipment, furniture, furnishings and appliances of the Premises shall be made, constructed, installed, maintained or provided in conformity with designs, plans, requirements

and/or specifications of the City or approved by the City. The City shall waive all required City fees. Exception 1: The City agrees to allow the installation of gates at both the North and South entrances to the off-leash area of the Premise. Gate design shall require prior approval of the City. This will be done to provide safety and security for the off-leash area of the Premises, preventing dogs from exiting the park unleashed. Exception 2: The City also agrees to allow DOGS to fence off the grass area on the West side of the South parking lot of the Premises. This will be done to provide an area for people to exercise their dogs near the parking lot in an effort to reduce crime such as vehicular vandalism;

(B) Maintenance of the premises as an off-leash dog area including, removal of feces and litter, maintenance of structures and facilities on site in a safe and approved manner;

(C) All graffiti must be removed/repainted within 3 business days after observation by DOGS or notification by the City, whichever is earlier;

(D) Compliance with any and all limitations, restrictions or regulations applicable to DOGS's use of the Premises including all provisions of the SeaTac Municipal Code;

(E) Provide written proof of non-profit status on an annual basis;

(F) Keep the Premises in a clean and sanitary condition, and maintain the Premises grounds and facilities in a neat and orderly condition;

(G) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and in proper garbage receptacles, with no garbage, trash or debris being allowed to accumulate on the Premises. Not intentionally or negligently destroy, deface, damage, impair or remove any part of the Premises, or any of its vegetation, appurtenances, fixtures, facilities, equipment, furniture, furnishings, and appliances, nor permit any member, invitee, licensee or other person acting under DOGS's control, to do so;

(H) Not permit a nuisance or common waste;

(I) Park vehicles only in designated parking areas;

(K) In the case of any intentional or negligent destruction, damage or other harm to the Premises caused by DOGS or by any family member, invitee, licensee or other person acting under DOGS's control, DOGS shall, as soon as practical after observation by DOGS or the City, whichever is earlier, repair, replace or correct such destruction, damage or harm, or shall pay to the City the cost therefore. DOGS shall also be responsible for advising the appropriate City official or representative of any such destruction, damage or harm, with such advise being given as soon as practical after such destruction, damage or harm occurs or is known;

(L) Not cause or allow any park premises or property to be encumbered or subject to any liens, whether financial or legal, or otherwise;

(M) Any signs located on the Premises used by DOGS or connected to DOGS's use of the Premises shall be approved in advance by the City.

7. **ASSIGNMENT:** DOGS shall not be entitled to assign or transfer any rights or privileges to use the Premises, as provided by this Agreement, to any other person, group or organization without the prior written consent of the City.

8. **ACCESS:** The City shall have, at all times, unlimited access to the Premises. Additionally, the City shall have the right to observe DOGS's use of the Premises, and make inspections of the Premises, and to enforce any and all City Ordinances, and park rules and regulations (excluding leash laws), and to take any and all action consistent with its operation on public parks, provided that the City shall conduct such inspections in a manner so as to reasonably avoid or minimize disruption to or interference with DOGS's use of the Premises.

9. **SURRENDER OF PREMISES:** In the event of default in any requirement hereof, at the expiration of the term of this Agreement, DOGS shall quit, surrender and relinquish to the

City any and all use, occupancy and possession of the Premises including any and all buildings, structures and permanent fixtures or other improvements.

10. **COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of either party hereto in the performance of any of the provisions of this Agreement, a legal action is instituted, the prevailing party shall be entitled to all court costs and reasonable attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Agreement shall be in the Superior Court of King County, Regional Justice Center Kent Washington.

11. **NON-DISCRIMINATION:** In all activities of DOGS on the Premises hereof, DOGS shall not discriminate against any person by reason of age, gender, race, color, creed, national origin, marital status, or presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a material violation of this Agreement, and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement, and may result in ineligibility for further Agreements.

12. **INDEMNIFICATION:** Each party agrees to be responsible and assumes liability for its own wrongful or negligent acts or missions, or those of its officers, agents, or employees to the fullest extent required by law.

DOGS shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, actions, suits, proceedings, damages, costs, and expenses (including reasonable fees of attorneys) claimed by any person or entity and arising out of the sole negligence of DOGS or of any DOGS officers, elected officials, employees, agents, contractors, subcontractors, representatives, successors, assignees, invitees, and permittees arising out of the performance of this Agreement.

The City shall indemnify, defend, and hold harmless DOGS, its elected officials, officers, employees and agents, from any and all claims, actions, suits, proceedings, damages, costs, and expenses (including reasonable fees of attorneys) claimed by any person or entity and arising out of the sole negligence of the City or of any City officers, elected officials, employees, agents, contractors, subcontractors, representatives, successors, assignees, invitees, and permittees arising out of the performance of this Agreement.

In the case of negligence of both the City and DOGS, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

13. **INSURANCE:** DOGS shall obtain and keep in force during the term of this Agreement insurance coverage as follows:

Comprehensive General Liability Insurance with limits of not less than \$2,000,000 (two million dollars) combined single limit coverage.

The City shall be named as a primary, non contributory additional insured, and the policy or policies shall provide that the City shall be notified at least thirty (30) days in advance before the policy may be terminated, canceled or changed in any way. DOGS shall provide a certificate of insurance to the City as a condition precedent to this Agreement which must be reviewed and approved by the City attorney. The responsibility of DOGS to provide a certificate of insurance to the City shall continue throughout the term of this Agreement and any extensions, so that the City shall always have a current certificate of insurance through the term of this Agreement and any extensions. Additional insurance protection may be required for special groups or activities which involve increased liability risks to the City or DOGS.

14. **NOTIFICATION OF PARTIES:** In connection with this agreement and any requirement that notice be given to either or both of the parties, notice shall be given as follows:

CITY OF SEATAC

Parks and Recreation Director
4800 S. 188th St.
SeaTac, WA 98188
Fax: 206.973.4809

DOGS

Elynn Clayton, President
21429 113th Pl. SE
Kent, WA 98031
206-234-1564

15. **TIME OF ESSENCE - WAIVER OR BREACH:** Time is of the essence with respect to all responsibilities and obligations of this Agreement. Any waiver by the City of any breach or default shall not constitute a waiver of any other breach or default.

16. **EARLY TERMINATION:** This Agreement may be terminated by the City only in the event that DOGS defaults in any responsibility imposed by this Agreement after sixty (60) days prior written notice to DOGS demanding cure, given or mailed at the address for DOGS as identified and set forth at Section 14, above, or as otherwise directed in writing. This Agreement may be terminated by DOGS in event of organizational or financial inability to fulfill the terms of this Agreement.

17. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between the parties and any changes or modifications to this Agreement must be by mutual consent in writing.

18. **SEVERABILITY:** If any portion or part of this Agreement or its application to any persons, property or circumstance is deemed by a court of competent jurisdiction to be invalid, the rest and remainder of the Agreement or its application to other persons, property or circumstances shall not be affected.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth in the first sentence of this Agreement.

CITY OF SEATAC

**Dogs of Grandview
Supporters (DOGS)**

By: _____

By: _____

Name: _____

Name: Elynn Clayton

Title: _____

Title: President

Date: _____

Date: _____

By: _____

Name: Alicia Adamack

Title: Secretary

Date: _____

APPROVED AS TO FORM:

SeaTac Legal Department

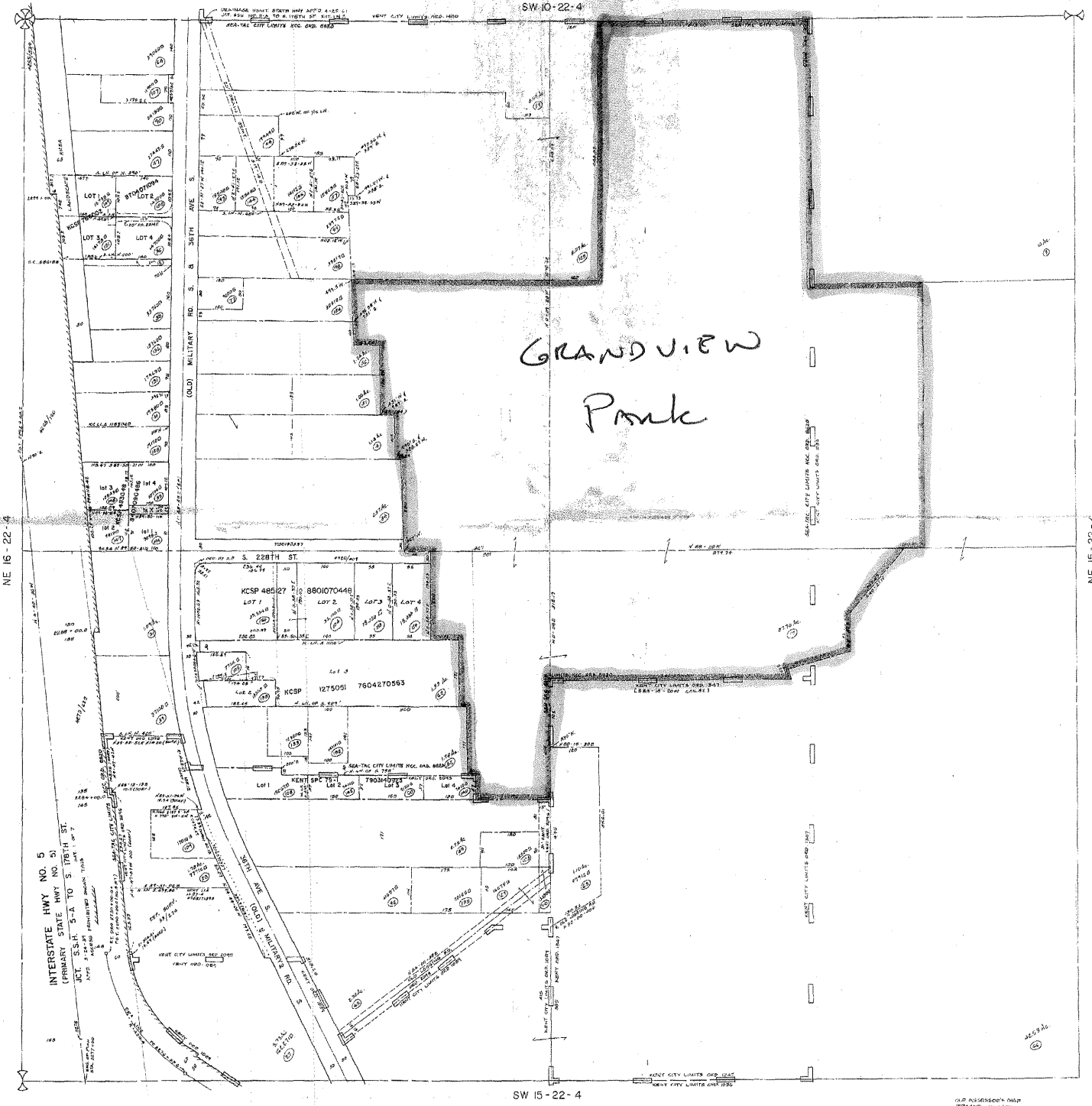
Exhibit "B"
GRANDVIEW PARK

KING COUNTY
DEPT OF ASSESSMENTS

THIS MAP IS FOR THE PURPOSES OF
ASSISTING IN LOCATING YOUR
PROPERTY AND IS NOT GUARANTEED
TO SHOW ACCURATE MEASUREMENTS

NW 15-22-4
SCALE 1" = 100'

MAP REV.
1/10



SW 15-22-4

OUR ASSESSEMENT MAP
TRACED FROM '89

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. 9746, does hereby convey and warrant unto the CITY OF SEATAC, a municipal corporation of the State of Washington, all right, title and interest in the following described lands, situate in King County, Washington:

PARCEL A:

A parcel of land in the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, described as follows:

Beginning at the N.W. corner of the West 1/2 of the NE 1/4 of the NW 1/4; thence Easterly in the North line thereof 663.60 feet to the N.E. corner of said West 1/2; thence Southerly along the East line thereof to the N.W. corner of the West 275 feet of the SE 1/4 of the NE 1/4 of the NW 1/4 of said Section 15; thence Easterly in the North line thereof 275 feet; thence Southerly to the S.E. corner of said West 275 feet of the SE 1/4 of the NE 1/4 of the NW 1/4; thence Westerly along the South line thereof to a point which is 879.74 feet East of the S.W. corner of the NE 1/4 of the NW 1/4; thence S. 40-21 W. 203.85 feet; thence S. 0-57 E. 93.0 feet; thence S. 75-00 W. 167.4 feet; thence S. 20-00 E. 32.72 feet; thence S. 88-28 W. to the West line of the SE 1/4 of the NW 1/4 of said Section 15; thence Southerly along said West line 294 feet; thence Westerly 190 feet along the South line of the North 57 feet of the South 758 feet of the SW 1/4 of the NW 1/4 of said Section 15; thence Northerly 57 feet in a line parallel with the East line of said SW 1/4 of the NW 1/4; thence Westerly 20 feet in a line parallel with the North line of said SW 1/4 of the NW 1/4; thence Northerly 171 feet in a line parallel with the East line of said SW 1/4 of the NW 1/4; thence Westerly 20 feet in a line parallel with the North line of said SW 1/4 of the NW 1/4; thence Northerly 171 feet in a line parallel with the East line of said SW 1/4 of the NW 1/4; thence Westerly 71 feet in a line parallel with the North line of said SW 1/4 of the NW 1/4; thence Northerly 220 feet to a point in the North line of the SW 1/4 of the NW 1/4 of said Section 15, 301 feet Westerly of the N.E. corner thereof; thence Westerly in said North line 66 feet; thence Northwesterly 230 feet, more or less, to the South line of the North 1090 feet of the NW 1/4 of the NW 1/4 of said Section 15 at a point 373 feet West of the East line of said NW 1/4 of the NW 1/4; thence Westerly in said South line 15.29 feet; thence Northerly to a point in the South line of the North 987 feet of said NW 1/4 of the NW 1/4, 391.00 feet West of the East line thereof; thence Westerly in said South line 44 feet; thence Northerly 176.56 feet to a point which is 60 feet South and 433.60 feet West of the intersection of the East line of said NW 1/4 of the NW 1/4 and the South line of the North 751 feet thereof; thence Westerly 63.28 feet in a line parallel with the South line of said North 751 feet of said NW 1/4 of the NW 1/4; thence Northerly to a point in the South line of the North 438 feet of said

NW 1/4 of the NW 1/4, which is 505 feet Westerly of the East line of the said NW 1/4 of the NW 1/4; thence Easterly in said South line 13.73 feet; thence Northerly to a point in the South line of the North 339 feet of said NW 1/4 of the NW 1/4 which is 493.56 feet Westerly of the East line of the said NW 1/4 of the NW 1/4; thence Westerly in said South line 185 feet; thence Northerly to a point in the South line of the North 240 feet of said NW 1/4 of the NW 1/4 which is 682 feet Westerly of the East line of the said NW 1/4 of the NW 1/4; thence Westerly in said South line to a point in the centerline of Old Military Road; thence Northerly in said centerline to a point in the North line of the South 60 feet of said North 240 feet of the NW 1/4 of the NW 1/4; thence Easterly in said North line to a point in the West line of the East 113 feet of said NW 1/4 of the NW 1/4; thence Southerly in said West line to a point in the said South line of the North 240 feet of said NW 1/4 of the NW 1/4; thence Easterly in said South line 113 feet to the East line of said NW 1/4 of the NW 1/4; thence Northerly 240 feet in said East line to the point of beginning.

EXCEPT the following described parcels thereof conveyed to Kent School District No. 415 by the United States of America by Quit Claim Deed dated February 1, 1965, described as:

The West 120 feet of the North 648.09 feet of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington; and

The South 60 feet, except the East 113 feet thereof, of that portion of the North 240 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of the Old Military Road, Less Roads; and

That portion of the South 99 feet of the North 339 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 497.00 feet West of the N.E. corner and running thence Southeasterly to the South line thereof at a point which is 493.56 feet West of the S.E. corner; and

That portion of the South 99 feet of the North 438 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 493.56 feet West of the N.E. corner and running thence Southeasterly to the South line thereof at a point which is 491.27 feet West of the S.E. corner; and

That portion of the South 1.00 acre of the North 480 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 505.00 feet West of the N.E. corner and running thence Southeasterly to the South line

thereof at a point which is 503.79 feet West of the S.E. corner; and

That portion of the South 65 feet of the North 545 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 503.79 feet West of the N.E. corner and running thence Southeasterly to the South line thereof at a point which is 502.12 feet West of the S.E. corner; and

That portion of the South 103 feet of the North 648 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 502.12 feet West of the N.E. corner and running thence Southeasterly to the South line thereof at a point which is 499.50 feet West of the S.E. corner; and

That portion of the South 99 feet of the North 339 feet of the NW 1/4 of the NW 1/4 of Sec. 15, Twp 22 N., Rge 4 E., W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as the Westerly 185.00 feet of that part lying Easterly of a line beginning at a point in the North line thereof which is 682.00 feet West of the N.E. corner and running thence Southeasterly to the South line thereof at a point which is 678.56 feet West of the S.E. corner.

TOGETHER WITH all right, title and interest the United States of America may have in the banks, beds and waters of any streams or lakes opposite to or bordering upon said lands, and in any alleys, roads, streets, ways, strips, gores, railroad rights of way and irrigation ditch or canal rights of way crossing, abutting or adjoining said lands, and in any means of ingress or egress appurtenant to said lands.

TOGETHER WITH the right of joint use of existing roads over a parcel of land described in Quit Claim Deed dated February 1, 1965 from United States of America to Kent School District No. 415.

TOGETHER WITH Government-owned improvements located thereon.

SUBJECT TO: Reservations in the United States Patent and to existing easements for public streets, alleys, roads and highways, public utilities, railroads and pipelines. Reservation of roadway easement over that portion of parcel adjoining Old Logging Road contained in Deed dated January 23, 1951, executed by the Midway Corporation, a Washington Corporation, to Edgar Allen, a single man, recorded January 26, 1951, under Auditor's File No. 4103463, records of King County, Washington. Easement for electric transmission line granted by instrument dated January 27, 1955, executed by Midway Corporation, a Washington Corporation, to Puget Sound Power and Light Company, a Massachusetts Corporation, recorded January 31, 1955 under Auditor's File No. 4534889 records of King County, Washington. Easement No. DA(s) 45-108-eng-771 dated June 4, 1962 from

department of the Army to the State of Washington, State Highway Commission for a buried drainage pipeline across the access road. All easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

ALSO, SUBJECT TO: Those certain terms and conditions as contained in the Quitclaim Deed and Agreement between the Grantor (United States of America) and the Grantee (King County) as dated July 27, 1965, and recorded under Auditor's File No. 6079145, in Volume 4835 of Deeds, page 63, records of King County, Washington, and herein included as Attachment A.

PARCEL B:

The North 30 feet of the following described property: That part of the North 220 feet of the SW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., lying East of the centerline of Military Road, in King County, Washington.

SUBJECT TO: Easement for electrical power line granted to Puget Sound Power & Light Company as recorded under Recording No. 8804110198.

PARCEL C:

The South 30 feet of portion of the NW 1/4 of the NW 1/4 lying East of Military Road, less portion Easterly of line running from point 373 feet West of N.E. corner of said NW 1/4 of the NW 1/4 to point 367 feet West of S.E. corner of said NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington.

This conveyance is subject to the approval of the National Parks Service (NPS), and the General Services Administration (GSA) in accordance with the Federal Property and Administrative Services Act of 1949, as amended [40 U.S.C. 484(k)(4)(C)(iii)].

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the site in perpetuity to the extent allowed by law as public open space or as a public recreational facility. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents to facilities existing as of the date of transfer of title to the City or later built on land transferred pursuant to this section and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the

same rate for non-City of Seatac residents as for the residents of the City as to facilities and programs existing as of the date of transfer of title or later built or initiated on land transferred pursuant to this section to the City.

Dated this _____ day of _____, 19____.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____


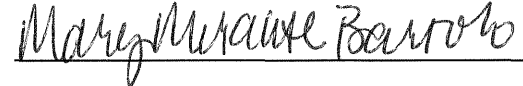

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks and Recreation Department

Agenda Bill #: 3665

TITLE: A Motion authorizing the City Manager to enter into an Agreement with Sound Transit for Stream Buffer Mitigation for Des Moines Creek required for non-motorized improvements for S 200TH Link Extension

January 15, 2015	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 02/10/15</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 01/27/15; RCM 02/10/15</u>	
Prepared By: <u>Kit Ledbetter, Parks and Recreation Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: _____	BARS #: _____
City Manager: <u></u>	Applicable Fund Name: _____

[Handwritten initials]

SUMMARY:

The proposed Motion authorizing the City Manager to enter into an Agreement with Sound Transit for Stream Buffer Mitigation for Des Moines Creek required for non-motorized improvements for S 200TH Link Extension.

DISCUSSION / ANALYSIS / ISSUES:

Sound Transit, in coordination with the City, is constructing the S. 200th Link Extension light rail transit project, from SeaTac International Airport to the Angle Lake Station at S. 200th Street. Through the Development Agreement, the City negotiated for the Project to include associated non-motorized improvements in the station area. Amongst these improvements is a pedestrian/bike trail along the north side of S. 200th Street, connecting the Angle Lake light rail station to the Des Moines Creek Trail.

This non-motorized improvement will impact 3,438 square feet of the Des Moines Creek stream buffer. Sound Transit is required by SeaTac Municipal Code 15.30.360(D) to mitigate this impact. Sound Transit conducted an investigation of potential mitigation sites along Des Moines Creek and identified a site for buffer enhancement in the amount of 3,820 square feet along the Des Moines Creek Trail, south of S. 200th Street and west of the improved trail surface. Sound Transit estimated that implementation of this proposed mitigation, including construction, 5 years of monitoring and reporting, and 5 years of annual maintenance would cost \$101,806.40;

City staff identified a potential stream bank restoration project further south of the project area and Sound Transit's proposal that the staff believe will provide greater benefits to the function of the Des Moines Creek stream buffer. In addition, this preferred project will also prevent potential undercutting of the trail due to erosion, thereby ensuring its integrity. Sound Transit has reviewed the staff proposal and agrees that in lieu of their proposed mitigation project, they will provide the City with the amount of funding that project would have cost (\$101,806.40). The City can then use these funds to construct its preferred mitigation project, which will meet or exceed the mitigation goals required by City code. We are electing to design, manage and monitor the construction work because it will cost less than through Sound Transit.

The Parks and Recreation Department plans to contract with a Civil Engineer for under \$10,000 to complete the design work in February and then go out to bid for the preferred stream bank restoration

project in May, with the work to be completed in the summer. This will ensure the mitigation occurs either prior to, or concurrent with, the impacts being made to the stream buffer along S. 200th St.

RECOMMENDATION(S):

It is recommended that the City Council adopt the proposed Motion.

FISCAL IMPACT:

None because the cost of the stream bank restoration will be paid from the Sound Transit mitigation.

ALTERNATIVE(S):

Do not accept the agreement at this time.

ATTACHMENTS:

Contract Agreement

**AGREEMENT BETWEEN
THE CITY OF SEATAC AND THE
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
FOR
STREAM BUFFER MITIGATION FOR DES MOINES CREEK REQUIRED FOR
NON-MOTORIZED IMPROVEMENTS FOR S 200TH LINK EXTENSION**

This Agreement is between the City of SeaTac (“City”) in King County, a municipal corporation organized under the laws of the State of Washington, and the Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.104 and 81.112 (“Sound Transit”) for fee in lieu of mitigation of buffer impacts to Des Moines Creek associated with non-motorized improvements for the S. 200th Link Extension project.

RECITALS

WHEREAS, Sound Transit is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has powers necessary to implement a high capacity transportation system;

WHEREAS, Sound Transit, in coordination with the City is constructing the S. 200th Link Extension light rail transit project (the “Project”), which consists of light rail extension from SeaTac International Airport to the Angle Lake Station at S. 200th Street in the City of SeaTac;

WHEREAS, at the City’s request, the Project includes associated non-motorized improvements in the station area and a bike trail connecting the Angle Lake light rail station at S. 200th Street and 28th Avenue S. to the Des Moines Creek Trail along the north side of S. 200th Street;

WHEREAS, implementation of the Project’s non-motorized improvements (to be constructed through Sound Transit’s S447 contract) will impact 3,438 square feet of the Des Moines Creek stream buffer. Sound Transit is required by SeaTac Municipal Code 15.30.360(D) to mitigate this impact;

WHEREAS, Sound Transit has conducted an investigation of potential mitigation sites along Des Moines Creek and identified a site for buffer enhancement in the amount of 3,820 square feet along Des Moines Creek Trail which is owned by the City and south of S. 200th Street (the “Proposed Mitigation”);

WHEREAS, the parties have estimated that implementation of the Proposed Mitigation, including construction, 5 years of monitoring and reporting, and 5 years of annual maintenance will cost \$101,806.40;

WHEREAS, the City identified a potential stream bank restoration project south of the project area and the Proposed Mitigation area that the City believes would provide greater benefits to the function of the Des Moines Creek stream buffer than the Proposed Mitigation;

WHEREAS, the anticipated costs of the City’s proposed restoration project may exceed the costs of Sound Transit’s Proposed Mitigation based on the level of impacts of the Project and the costs of mitigation implementation;

WHEREAS, both parties’ interests are to maximize the amount of natural resource enhancement; and

WHEREAS, the parties desire to enter into this fee in lieu agreement so that the City may apply the funds for Sound Transit's Proposed Mitigation to an alternate mitigation project preferred by the City that meets or exceeds the mitigation goals required of the Project,

Now, therefore, in consideration of the mutual covenants of the parties contained herein, the parties agree as follows:

1. Payment in Lieu of Mitigation

1.1. Sound Transit will pay to the City \$101,806.40 (the "Mitigation Payment") in lieu of implementing the Proposed Mitigation. The Mitigation Payment is based on a maximum of 3,820 square feet of stream buffer mitigation, which is above the required 1 to 1 ratio for estimated impacts to the stream buffer of 3,483 square feet. If Sound Transit's impacts increase but are equal or below 3,820 square feet, the Mitigation Payment will not be increased.

1.2. Payment of the Mitigation Payment satisfies in full the City's requirement that Sound Transit mitigate impacts to the Des Moines Creek stream buffer from the Project's non-motorized improvements. The City will expeditiously process Sound Transit's permit applications for the Project's non-motorized improvements after receipt of a complete permit application.

2. City's Alternate Stream Buffer Mitigation Project

2.1. The City will apply the Mitigation Payment towards its Des Moines Creek stream bank restoration project (the "Stream Bank Restoration Project"). The City will assume full responsibility for the design, construction and monitoring of this project.

2.2. The City intends to complete the Stream Bank Restoration Project by the end of 2016. The City will provide Sound Transit with copies of project plans for its records and notify Sound Transit of commencement and completion of work; however, review of such plans shall not render Sound Transit responsible or liable for design or construction of the Stream Bank Restoration Project.

2.3. The City will be responsible for acquiring all necessary permits and approvals for the Stream Bank Restoration Project. The City will be solely responsible for the design, construction, monitoring, and maintenance of the Stream Bank Restoration Project, and for the administration of and the completion and quality of work performed under any contracts executed by the City for the Stream Bank Restoration Project.

2.4. The City will be responsible for any costs of the Stream Bank Restoration Project that are over and above the Mitigation Payment.

3. Designated Representatives

3.1. To promote effective intergovernmental cooperation and efficiencies, each party designates the following persons as their representatives (the "Designated Representatives"), who shall be

responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives are:

CITY OF SEATAC
Name: Kit Ledbetter
Title: Parks Director
Address: 4800 S. 188th St.
SeaTac, WA 98188
Phone: 206-973-4671
Email: kledbetter@ci.seatac.wa.us

SOUND TRANSIT
Environmental Planner
Lauren Swift
401 S. Jackson Street
Seattle, WA 98104
206/398-5301
lauren.swift@soundtransit.org

4. **Enforcement.** This Agreement is solely for the benefit of the parties hereto and gives no third party right to any other entity or person. No joint venture is formed as a result of this Agreement.
5. **Amendment.** This Agreement may not be amended except by a written instrument signed by both parties.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement as of the latest date written below.

For City of SeaTac

For Sound Transit

By: _____

By: _____

Title: City Manager

Title: Executive Director,
Design, Engineering, and Construction Mgmt.

Dated: _____

Dated: _____

Approved as to Form

Approved as to Form

By: _____

By: _____

City Attorney

Sound Transit legal counsel

SeaTac City Council

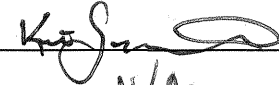
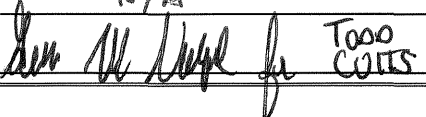
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks

Agenda Bill #: 3667

TITLE: A Motion authorizing the City Manager to execute a contract with Top to Bottom Janitorial for custodial work at City facilities.

January 20, 2015

<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 02/10/15</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 01/27/15</u>	
Prepared By: <u>Pat Patterson, Facilities Manager</u>	
Director: <u></u>	City Attorney: <u>Mary Mirante Barolo</u>
Finance: <u>N/A</u>	BARS #: <u>Various</u>
City Manager: <u> for <u>TOOO COLTS</u></u>	Applicable Fund Name: <u>General Fund</u>

JY

SUMMARY: This Motion authorizes the City Manager to execute a contract, in substantially similar form is attached here to, with Top to Bottom Janitorial for janitorial work at City Hall, the Community Center, Valley Ridge Community Center, and the Maintenance Shop.

DISCUSSION / ANALYSIS / ISSUES: Since 2011, the routine custodial and janitorial work for the Community Centers, the Maintenance Shop, and City Hall has been performed by City employees and outside contractors who performed the quarterly and yearly maintenance items. During the budget process, the Facilities Department recommended that this work be contracted instead of having it performed by City employees in order to achieve additional cost savings. On December 2nd the Facilities Dept put the custodial contract work out to bid to six reputable cleaning contractors. The specifications outlined work to be performed on a daily, weekly, quarterly, and yearly basis. The following bids were received:

Kim Enterprises, Inc.	\$122,162.00
Top to Bottom Janitorial, Inc.	\$135,202.00
CW Janitorial Service, LLC	\$166,775.37
Environmental Control of South Sound	\$241,592.15

After these bids were received, Facilities Manager Pat Patterson asked the two lowest bidders (Kim Enterprises and Top to Bottom Janitorial) for a more detailed breakdown of the hours allotted to complete the various portions of work. After review of this information it was determined that there was very little difference between the two contractors with regard to the amount of hours needed to perform the daily and weekly services. However, there was a 576 hour difference between the amount of time being proposed to complete the quarterly and yearly items. These items include more thorough cleanings of the facilities, including deep cleaning the restrooms and locker rooms four times per year, complete dusting of all spaces four times per year, carpet cleaning the entire building once a year but four times per year for Police and the heavy traffic areas, cleaning all glass inside and out once per year, and stripping and waxing all hard surface floors once a year.

Based on past performance, it was estimated that this quarterly and yearly work should take approximately 600 hours per year to complete. Kim Enterprises indicated that these items would take 144 hours to complete, while Top to Bottom indicated that it would take 720 hours. The allocation by Kim Enterprises

of significantly less time than what, in the professional opinion of the City's Facility Manager, is necessary to complete these deep clean items means that quality would likely suffer. Therefore, it is recommended that a contract be executed with Top to Bottom Janitorial for custodial services, even though their proposed cost is higher. Top to Bottom has held our custodial contract in the past and they are very familiar with the work involved. Additionally, since they have actually performed these services at our facilities in the past, their estimate regarding how much time will need to be spent to properly complete the work is deemed by the City Facilities Manager as being more credible.

The City has received a letter of protest from Kim Enterprises. While Staff understands the issues raised in their letter, the concern remains whether the work can be completed satisfactorily in the time allocated. Furthermore, service contracts such as this can and should consider performance and service related issues in addition to price. The Staff recommendation is made taking into consideration these additional factors.

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

FISCAL IMPACT: No new fiscal impact. These expenses will be paid through various BARS accounts in the Parks & Facilities Department portion of the General Fund.

ALTERNATIVE(S): 1) award the contract to another contractor; 2) request that Staff re-solicit proposals for this work.

ATTACHMENT(S): 1) Proposed contract.

**GOODS & SERVICES AGREEMENT
FOR
CUSTODIAL SERVICES**

between the City of SeaTac and

Top to Bottom Janitorial, Inc.

THIS AGREEMENT is made by and between the City of SeaTac, a Washington municipal corporation (hereinafter the "City"), and Top to Bottom Janitorial, Inc. organized under the laws of the State of Washington, located and doing business at P.O. Box 4051, Kent, WA 98089, (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Perform janitorial services for city facilities as specified in the Custodial Services Request for Bids attached as Exhibit A.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Work shall be completed as outlined in the Custodial Services Request for Bids. The term of this Agreement shall end on December 31, 2016.

III. COMPENSATION. Pricing for services not listed on Exhibit A shall be mutually agreed upon in writing prior to commencement of the work. The total amount paid under this Agreement shall not exceed \$135,202 including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The Vendor shall invoice the City only for services rendered, and payment will be made by the City within 40 days of invoice receipt.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall

be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.

- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The project/work location is King County, and the December 16, 2014 prevailing wage rates shall be used. A copy of the prevailing wage rates can be found at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

A copy of the applicable wage rates is available for viewing at the City of SeaTac and the City will mail a hard copy of the applicable wage rates upon request. Since this is a Public building service maintenance (janitorial) contract of more than one year duration, both parties recognize the potential for future variance in applicable prevailing wages each year after the first year of the contract. The City shall notify the contractor on an annual basis of any changes to the prevailing wage rates applicable under this Agreement.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VI. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party forty-five (45) days written notice at its address set forth on the signature block of this Agreement, unless provided for otherwise in this Agreement..

VII. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the

City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Vendor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Agreement that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change

or disruption if the Vendor is asserting a schedule change or disruption.

- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work

under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, Auto Liability, General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate. On all policies, *the City of SeaTac and its employees and officers, shall be named as a primary, non-contributory additional insured*, which shall be maintained throughout the duration of this Agreement. Violation of the provisions of this section is a material breach of this Agreement and is grounds for immediate termination. The City shall be provided a copy of proof of insurance prior to commencement of work under this Agreement.

In addition, the vendor shall procure a janitorial services bond in an amount no less than \$25,000. The vendor shall not allow any employee not covered by the janitorial services bond to perform work under this agreement.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. The city recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this

Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR: By: _____ <i>(signature)</i> Print Name: _____ Its: _____ <i>(title)</i> DATE: _____	CITY OF SEATAC: By: _____ <i>(signature)</i> Print Name: Todd Cutts Its: City Manager DATE: _____
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NOTICES TO BE SENT TO: VENDOR: Greg Johnson Top to Bottom Janitorial, Inc. P.O. Box 4015 Kent, WA 98089 206.383.6444 (telephone) ttbj@comcast.net (email)	NOTICES TO BE SENT TO: CITY OF SEATAC: Pat Patterson, Facilities Manager City of SeaTac 4800 South 188th Street SeaTac, WA 98188 206.973.4674 (telephone) ppatterson@ci.seatac.wa.us (email)
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Approved as to Form:

Exhibit “A”

City of SeaTac 2015 Custodial Services Request for Bids

December 2, 2014

SECTION 1. INTRODUCTION

The City of SeaTac is accepting bids for yearly professional services to provide cleaning and custodial services at four City facilities. The service will begin in February of 2015. The facilities consist of an 80,500 sf City Hall (including a Police department), a 2000 sf community center, a 5000 sf maintenance facility at the North end of the City, and a 26000 sf community center at the North end of the City. The scope of the work is to include but is not limited to the cleaning of: office spaces, restrooms, kitchens, stairwells, locker rooms, lunch rooms, fitness rooms, conference and meeting rooms, lobbies, and police holding cell areas.

The Cleaning Contractor must be licensed, insured, and capable of undergoing successful background checks for access to both Police and FAA areas. **Contractor must pay prevailing wages.**

SECTION 2. BACKGROUND

The City Hall building is approximately 80,500 sf on three floors. The second floor is leasable space and is currently occupied by four separate tenants. There are two main restrooms on each floor. Each is about 240 sf consisting of either 5 toilets and 4 sinks (ladies) or 2 urinals, 3 toilets, and 4 sinks (mens). There are also 3 unisex restrooms and two locker rooms with a sink and toilet each. There is one main lunchroom and 6 kitchenettes in the building. The Police Dept in on the first floor consisting of 2000sf with a booking area and two holding cells.

Valley Ridge Community Center is across the street from City Hall. It consists of approximately 2000 sf with a men’s and ladies’ restroom and a kitchen.

The Community Center in the North end of the City is roughly 26000 sf. It consists of a banquet room and kitchen, gymnasium, two locker rooms, 4 restrooms, and a senior center wing of approximately 5000 sf.

The Maintenance Facility near the North SeaTac Community Center is approximately 5000 sf with a mudroom, three restrooms, and a kitchen.

SECTION 3. SCOPE

The following describes the minimum requirements the City desires in a bid for cleaning and custodial services for City Hall in particular but parts will apply to the other facilities as well. It may not be all inclusive of the tasks required to maintain the buildings in a high-level manner as described in Section 3.3 below.

MATERIALS AND EQUIPMENT

3.1 CITY TO FURNISH

In support of this contract, the City will supply the following at no cost to the contract:

1. All paper products including toilet paper, paper towels, napkins, etc.
2. All liquid soaps and creams used in hand dispensers.
3. All deodorant blocks.
4. Waste can liners, refuse bags, etc.
5. Locations for storage of contractor's equipment and supplies.
6. Adequate containers for refuse and recycling disposal.

3.2 CONTRACTOR TO FURNISH

The contractor shall provide at the contractor's expense and at no additional cost to the contract all materials, equipment, and supplies needed to complete the work with the exception of those items being provided by the City as itemized in Section 3.1. The items to be furnished by the contractor shall include but are not limited to:

1. All materials including soaps, waxes, cleaners, and shampoos. Companies proposing the use of environmentally friendly "green" cleaning products are preferred and their use is encouraged by the City.
2. All power and hand equipment including wiping and dust rags, mops, brooms, buckets, vacuum cleaners, buffing machines, and specialty equipment including waste collection containers.
3. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the City prior to their use. All electrical equipment shall be kept in safe operating condition without frayed cords, broken plugs, etc.
4. A record of all Material Safety Data Sheets (MSDS) for the products used or stored on site shall be kept in a place designated by the City.

3.3 CLEANING STANDARDS AND WORKMANSHIP

It is the intent of these specifications for the contractor to provide a high level of service in building maintenance and custodial care. The following statements indicate the general standards and workmanship to be furnished under this contract:

- a) A satisfactory and acceptable floor or carpet will not have dust, streaks, marks, or dirt in corners behind doors or under furniture. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used in keep the floors clean.
- b) Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears, and dried dirt. The use of dirty water or evidence of same will not be acceptable. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. Proper warning signs shall be placed advising of wet or slippery floor conditions.
- c) Satisfactory and acceptable waxing and polishing will be accomplished through the use of a thin coat of evenly layered wax. Floors will be bright and clean under furniture as well as in traveled areas. Wax or polish will not be allowed to dry on wall bases, furniture legs, equipment, etc.

- d) A satisfactory and acceptable glass window, mirror or vitreous surfaced will be free from streaks, smears, and spots.
- e) All storage areas and janitorial closets shall be maintained in a clean and orderly condition with all materials and equipment properly sorted at all times.

City Hall

3.4 TASKS TO BE ACCOMPLISHED DAILY

Items included in this class are to be cleaned on a daily basis except weekends and holidays.

- 1. All restrooms including fixtures, floors, and hard surfaces. Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats (both sides), urinals, and countertops and sinks with associated faucets and fittings. Clean mirrors. Wipe down toilet partitions and urinal screens. Refill all dispensers. Empty waste paper receptacles.
- 2. Check all common areas and stairwells for debris. Vacuum as necessary. Check front doors and windows for dirt and smudges and clean as necessary. Check Courtroom and Council Chambers for trash and debris. Clean as necessary.

3.5 TASKS TO BE ACCOMPLISHED 3 TIMES PER WEEK

Items included in this class are to be cleaned every other work day or three times per week.

A. General

- 1. Gather all waste paper, insert liners, and remove waste to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked to be thrown out.
- 2. Clean and sanitize drinking fountains.
- 3. Clean and sanitize kitchen counters, sinks, appliances, cafeteria tables.
- 4. Spot clean interior glass as needed.
- 5. Spot clean interior of elevator.
- 6. Empty exterior waste receptacles and cigarette containers. Insert new liners if required.
- 7. Sweep exterior walks at entryways only.
- 8. Empty all trash containers and insert new liners.
- 9. Dust mop with treated mop or vacuum all hard floor surfaces.
- 10. Spot clean stairwells as needed.
- 11. Spot clean showers in locker rooms
- 12. Damp mop rubberized floors in Police and fitness rooms.
- 13. Mop entrance floors (mats to be picked up).
- 14. Spot vacuum all carpeted areas.
- 15. Gather all recycling and place in proper disposal container.

3.6 TASKS TO BE ACCOMPLISHED ONCE A WEEK

Items included in this class are to be cleaned at least once a week.

A. General

1. Vacuum door track of elevator doors using crevice tool.
2. Vacuum all open carpeted areas.
3. Clean locker room showers
4. Damp clean top handrail of all stairways.
5. Clean glass at entry lobby inside and out.
6. Clean outside glass at display cases in Court lobby.

3.7 TASKS TO BE ACCOMPLISHED QUARTERLY

A. General

1. Deep clean all restrooms and locker rooms.
2. Clean carpets at all high traffic areas.
3. Clean carpets in Police area.
4. Dust horizontal surfaces.

3.8 TASKS TO BE ACCOMPLISHED YEARLY

A. General

1. Clean all carpets
2. Clean windows inside and out
3. Clean interior glass
4. Strip and wax floors

Valley Ridge Community Center

3.4 TASKS TO BE ACCOMPLISHED DAILY

Items included in this class are to be cleaned on a daily basis starting Sunday night through Thursday night except holidays.

1. All restrooms including fixtures, floors, and hard surfaces. Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats (both sides), urinals, and countertops and sinks with associated faucets and fittings. Clean mirrors. Wipe down toilet partitions and urinal screens. Refill all dispensers. Clean kitchen sink, countertops, & stove top.
2. Check all common areas for debris. Vacuum floors. Check front doors for dirt and smudges and clean as necessary.
3. Empty garbage and recycling receptacles.

3.7 TASKS TO BE ACCOMPLISHED QUARTERLY

A. General

1. Deep clean all restrooms and kitchen.
2. Clean carpets.
3. Dust horizontal surfaces.
4. Clean and sanitize inside of two garbage cans.

3.8 TASKS TO BE ACCOMPLISHED YEARLY

A. General

1. Clean windows inside and out
2. Strip and wax floors

Community Center

3.4 TASKS TO BE ACCOMPLISHED SATURDAY AND SUNDAY NIGHT

Items included in this class are to be cleaned on a daily basis Saturday & Sunday night except holidays. The building is divided into a Community Center and a Senior Center. The restrooms in the Senior wing need to be cleaned one night only.

1. All restrooms and locker rooms including fixtures, floors, and hard surfaces. Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats (both sides), urinals, and countertops and sinks with associated faucets and fittings. Clean mirrors. Wipe down toilet partitions and urinal screens. Refill all dispensers. Clean kitchen sink, countertops, & stove top. Empty garbage and recycling receptacles.
2. Check all common areas for debris. Vacuum as necessary. Check front doors for dirt and smudges and clean as necessary.
3. Autoscrub Gym and Banquet Room floors.
4. Deep clean locker room shower one night only.

3.3 TASKS TO BE ACCOMPLISHED MONTHLY

Items included in this class are to be done once a month.

1. Deep clean kitchen

3.7 TASKS TO BE ACCOMPLISHED QUARTERLY

A. General

1. Deep clean all restrooms and locker rooms.
2. Clean lobby and hallway carpets.
3. Dust horizontal surfaces.

3.8 TASKS TO BE ACCOMPLISHED YEARLY

A. General

1. Clean windows inside and out
2. Strip and wax floors
3. Clean all carpets

Maintenance Facility

3.6 TASKS TO BE ACCOMPLISHED ONCE A WEEK

Items included in this class are to be cleaned at least once a week.

A. General

1. All restrooms in Bld A and B, and locker rooms including fixtures, floors, and hard surfaces. Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats (both sides), urinals, and countertops and sinks with associated faucets and fittings. Clean mirrors. Wipe down toilet partitions and urinal screens. Refill all dispensers. Clean kitchen sink, countertops, & stove top. Empty garbage and recycling receptacles.
2. Check all common areas for debris. Vacuum as necessary. Check front doors for dirt and smudges and clean as necessary.

3.8 TASKS TO BE ACCOMPLISHED YEARLY

A. General

1. Clean windows inside and out
2. Strip and wax floors
3. Clean all carpets

City of SeaTac Custodial Service Bid Form

December 2, 2014

Date due: December 16, 2014

Yearly costs for custodial care as described by specifications dated December 2, 2014:

City Hall \$ _____

Community Center \$ _____

Valley Ridge Community Center \$ _____

Maintenance Facility \$ _____

Total Custodial Costs \$ _____

Contractor:

Signature:

Address:

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Community & Economic Development

Agenda Bill #: 3668

TITLE: A Resolution to execute a Second Amendment to a Development Agreement between the City of SeaTac and International Boulevard LLC.

January 15, 2015

<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 02-10-15 PH02-10-15</u>	
Ord/Res Exhibits: <u>Exhibit A – Proposed Second Amendment to Development Agreement</u>	
Review Dates: <u>CSS 01-27-15</u>	
Prepared By: <u>Jeff Robinson, Economic Development Manager</u>	
Director: <u>[Signature]</u>	City Attorney: <u>Mary Mirante Bayoc</u>
Finance: <u>[Signature]</u>	BARS #: <u>301.367.01.00.000</u>
City Manager: <u>Todd Little</u>	Applicable Fund Name: <u>Municipal Capital Improvement Fund</u>

SUMMARY: This Resolution authorizes the City Manager to execute a Second Amendment to a Development Agreement with International Boulevard LLC.

DISCUSSION / ANALYSIS / ISSUES: International Boulevard LLC (IB, LLC) originally entered into a Development Agreement (DA) in 2005, with an amendment in 2008 for the property located in the vicinity of South 185th and International Boulevard, which contains MasterPark Lot A. The terms of the DA included the right to develop:

- (i) A mixed-use structure, consisting of at least 7,500 square feet of retail and/or office use. The retail/mixed-use building portions of the Development shall be allowed all uses allowed as permitted and conditional uses in the C-BC classification under SMC 15.35.110 - 160, except: adult entertainment, arcade, auto rental/auto sales/auto repair/auto service, construction/trade, funeral home, general repair, kennel, laundromat, miscellaneous equipment rental facility, tavern, warehouse/storage, wholesale/bulk store; and
- (ii) A parking structure with parking capacity for the number of vehicles equal to the greater of: the number permitted by SMC 15.35.950, Parking Bonus Incentive Program, as it exists on the Application Date, or the number of permitted under applicable codes in effect on the date a complete construction permit is received by the City.

In exchange for the rights conferred to IB, LLC the City received ownership of a portion of the Bow Lake lakebed and shoreline for a pedestrian walkway and also the future dedication of an Access Easement across the International Boulevard property for the construction of a pedestrian footpath from International Boulevard to the Bow Lake walkway and shoreline.

The first Amendment to the DA clarified language regarding the retention by IB, LLC of a portion of the lakefront upon completion of the development project, to help fulfill requirements under SMC 15.10.435, relating to the preservation of lands for open space and park purposes.

Recent past, and current economic conditions have precluded the ability to develop the subject property as envisioned in the DA. For this reason, the City and IB, LLC have negotiated the proposed Second Amendment to the DA which provides an extension to December 31, 2024 to complete the development project in exchange for the following additional public benefits:

- A cash payment of two-hundred ten thousand dollars (\$210,000.00) to be utilized for a yet to be determined capital improvement project. This amount represents the discounted present value of property taxes the City would receive from the improved property during an eight-year period including permitting, construction and initial County assessment periods.
- A second cash payment in the amount of one-hundred thousand dollars (\$100,000.00) in 2022 if the DA requirement for the commencement of permitting is extended for two additional years to 2024, and the construction completion date to 2026.
- Agreement to design and construct the development in accordance with SMC Sections 15.35.920 (Parking Structure Character and Massing) and 15.35.530 (Treatment of Blank Walls), neither of which were required by the original DA.
- No provision to require the repayment of any pre-paid property taxes to IB, LLC in the event that the project is constructed prior to the end date(s) of the amendment.

RECOMMENDATION(S): It is recommended that the Resolution be passed.

FISCAL IMPACT: The City will receive a \$210,000.00 cash payment to be utilized for a yet to be determined capital project. The City will receive an additional \$100,000 in year 8 for use in a yet to be determined capital project if the DA is extended for the additional two years, for a total of a ten year extension.

ALTERNATIVE(S): Do not pass this Resolution. Allow the Development Agreement to expire.

ATTACHMENTS: 1. Original Development Agreement 2. First Amended Development Agreement

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington approving and authorizing entry into a Second Amended Development Agreement with International Boulevard, LLC.

WHEREAS, RCW 36.70B.170 through .200 and SMC 15.05.057 authorize the City to enter into Development Agreements with persons or entities having ownership or control of real property within the City; and

WHEREAS, International Boulevard, LLC currently has a Development Agreement with the City; and

WHEREAS, International Boulevard, LLC has requested an Amendment to the aforesaid Development Agreement and representatives of International Boulevard, LLC and the City have conducted negotiations toward such an Amendment; and

WHEREAS, notice was published and mailed to surrounding owners pursuant to SMC 16.07.030, and the Council having held a public hearing; and

WHEREAS, the Council finds that the proposed Amended and Restated Development Agreement satisfies the criteria of SMC 15.22.055 and remains generally consistent with current City development regulations and that the departures therefrom are offset by benefits to be received by the City;

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

Section 1. The City Manager is authorized to execute, on behalf of the City, a Second Amended Development Agreement, generally in the form attached to this Resolution, as Exhibit "A".

Section 2. The City Clerk shall cause the fully executed Second Amended Development Agreement to be filed with the King County Recorder.

PASSED this ____ day of _____ 2015 and signed in authentication thereof on this ____ day of _____ 2015.

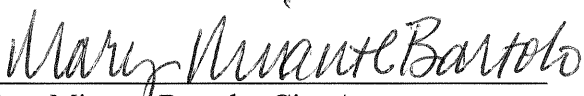
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN
INTERNATIONAL BOULEVARD LLC AND THE CITY OF SEATAC, WASHINGTON

This Second Amendment to Development Agreement between International Boulevard LLC and the City of SeaTac, Washington (the “Second Amendment”) is entered into between the City of SeaTac, a Washington municipal corporation (“City”) and International Boulevard LLC, a Washington limited liability company (“International”) effective the ____ day of _____, 2015.

Pursuant to the authority granted by RCW 36.70B.170 through 210 and SMC 15.22.055, the City and International previously entered into that certain Development Agreement Between International Boulevard LLC and the City of SeaTac, Washington dated August 24, 2005 (the “2005 Agreement”), as amended by that certain Amendment #1 to Development Agreement Between International Boulevard LLC and the City of SeaTac dated March 28, 2008 (the “First Amendment”).

The 2005 Agreement, as amended by the First Amendment, is referred to as the “Existing Development Agreement.” Terms with initial capitalization which are not defined in the Second Amendment shall have the meanings defined in the Existing Development Agreement.

The City and International have now agreed to amend certain provisions of the Existing Development Agreement, as follows:

1. Section 4.1 of the Existing Development Agreement shall be amended to read as follows:

4.1 Construction. International shall have the right at any time prior to December 31, 2022 to commence the permitting process for necessary approvals to construct the Development, which includes the following elements:

- (i) A mixed-use structure, consisting of at least 7,500 square feet of retail and/or office use. The retail/mixed-use building portions of the Development shall be allowed all uses allowed as permitted and conditional uses in the C-BC classification under SMC 15.35.110 - 160, except: adult entertainment, arcade, auto rental/auto sales/auto repair/auto service, construction/trade, funeral home, general repair, kennel, laundromat, miscellaneous equipment rental facility, tavern, warehouse/storage, wholesale/bulk store; and
- (ii) A parking structure with parking capacity for the number of vehicles equal to the greater of: the number permitted by SMC 15.35.950, Parking Bonus Incentive Program, as it exists on the Application Date, or the number of permitted under applicable codes in effect on the date a complete construction permit is received by the City. An example calculation of the number of vehicles permitted by the current SMC

15.35.950 is attached as **Exhibit B**. The parties acknowledge that the number of stalls permitted under SMC 15.35.950 will vary with the number of square feet of retail/office space constructed by International.

- (iii) Construction of the Development shall be complete no later than December 31, 2024, subject to events of force majeure.
2. Within ten (10) days following execution by the City and International of this Second Amendment, International shall pay to the City Two Hundred Ten Thousand Dollars (\$210,000) in immediately available US funds. The terms of this Second Amendment shall be null and void if not fully executed within thirty (30) days after approval by the SeaTac City Council.
3. A new Section 4.6 shall be added to the Existing Development Agreement to read as follows:
 - 4.6 Extension. International shall have the right to extend the deadlines contained in Section 4.1 by written notice to the City delivered on or before December 31, 2022, provided that at the time the written notice is delivered to the City, International pays to the City One Hundred Thousand Dollars (\$100,000) in immediately available US funds. Should International exercise its rights under this Section 4.6, the deadline to commence the permitting process shall be extended to December 31, 2024, and the deadline to complete construction shall be extended to December 31, 2026.
4. The City and International agree that the use of the Property for surface parking business, as described in Section 3.1 of the Existing Development Agreement, includes commercial park-and-fly parking.
5. The City and International agree that the design of the façade of the garage/mixed use structure described in Section 4.3 of the Existing Development Agreement will be articulated in accordance with the provisions of Section 15.35.920 (Parking Structure Character and Massing) and Section 15.35.530 (Treatment of Blank Walls) of the SeaTac Municipal Code.

Except as amended by this Second Amendment, the Existing Development Agreement remains in full force and effect. The Existing Development Agreement, as amended by this Second Amendment, may be amended by written consent of the City and International with approval of the City Council, provided that minor modifications of the Existing Development Agreement as amended by this Second Amendment which are consistent with the objectives of the Existing Development Agreement as amended by this Second Amendment and which do not vary its material terms may be authorized by the City Manager.

It is so agreed:

CITY OF SEATAC

INTERNATIONAL BOULEVARD LLC

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

SeaTac Legal Department

**DEVELOPMENT AGREEMENT BETWEEN INTERNATIONAL BOULEVARD LLC
AND THE CITY OF SEATAC, WASHINGTON**

Pursuant to the authority granted by RCW 36.70B.170 through 210 and SMC 15.22.055, the City of SeaTac, a Washington municipal corporation ("City") and International Boulevard LLC, a Washington limited liability company ("International"), enter into this Development Agreement to promote the development of certain real property located within the City, upon the following terms and conditions (the "Agreement"), effective August 24, 2005 (the "Effective Date").

1. RECITALS

- A. WHEREAS the City has adopted regulations governing development agreements, as set forth at SMC 15.22.055 of the SeaTac Municipal Code (the "SMC");
- B. WHEREAS those regulations allow a property owner to apply to the City to enter into a development agreement to accomplish, among other things, phased development, provided the City Manager and the City Council determine the property owner and project meet the requirements set forth in SMC 15.22.055;
- C. WHEREAS International owns certain real property located at 18400 and 18500 International Boulevard (the "Owned Property"), and leases a strip of property along International Boulevard now owned by the Washington State Department of Transportation (the "Leased Property"), which properties are more particularly described on **Exhibit A** attached hereto (collectively, the "Property");
- D. WHEREAS the Property is located in an area zoned CB-C, Community Business in Urban Center, and also within the City Center overlay district;
- E. WHEREAS International has operated a surface parking business on the Property since 1998 and its predecessors in interest operated a surface parking business on the Property since 1986, and the current surface parking use is a legally nonconforming use, and under current codes, structured parking is permitted on the Property;
- F. WHEREAS International desires to enter into a development agreement with the City to allow for future development of the Property under the terms of this Agreement, under which International shall have the right, at any time within eight and one-half (8.5) years of the Effective Date, to commence the permitting process for necessary approvals to construct a mixed-use development (the "Development") consisting of retail/office use and a parking structure, with the applicable regulations regarding uses and number of parking stalls permitted for the Property and the Development and the bulk and scale of the Development to

be those provisions of SMC Title 15 as exist on December 22, 2004, (the "Application Date");

- G. WHEREAS, in addition to the public benefits otherwise required by the SeaTac Municipal Code in connection with development within the City Center area, International has agreed, in consideration for the rights granted to it under this Agreement relating to the Development, to provide a number of immediate public benefits which will substantially enhance the City Center area and further the goals of the SeaTac Comprehensive Plan, which public benefits include: access rights to the Bow Lake shoreline from International Boulevard, dedication to the City of property along the Bow Lake shoreline for a pedestrian walkway, and dedication to the City of land underlying portions of Bow Lake; and in addition, the plans for the Development will include the creation of open space in excess of current City requirements;
- H. WHEREAS the City Manager and City Council find that this Agreement and the Development are both generally consistent with the City's development regulations, and that the departures therefrom are modest and offset by benefits to be received by the City; and
- I. WHEREAS, pursuant to RCW 36.70B.200, a public hearing was held before the City Council and the City Council has enacted a resolution authorizing the City Manager to enter into this Agreement,

NOW, THEREFORE, for good and sufficient consideration and for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

2. REVIEW PROCEDURES AND APPLICABLE STANDARDS

2.1 Applicable Codes. International's permit applications for the Development, including building permits and any other necessary development permits, construction plans and specifications, drainage plans and SEPA documents shall be reviewed according to the process set forth in SMC Title 16.A. Except as provided otherwise by this Agreement, the uses and number of parking stalls permitted on the Property and in the Development, and the allowable bulk and scale of the Development, shall be determined by application of those relevant portions of SMC Title 15 as exist on the Application Date. However, other aspects of land use regulation for the Development, including landscaping requirements, storm drainage regulations, and impact mitigation fees, and construction code compliance, shall, except as provided otherwise by this Agreement, be subject to those provisions in effect at the time the application for construction permits for the Development is deemed complete by the City provided such regulations are not inconsistent with the terms of the Agreement

2.2 Timely Review and Approval. The City, in its review and consideration of permit applications from International relating to the Development, will not unreasonably withhold or delay its approvals and the City will expedite its review in processing these materials within the constraints of available resources. Also, the City agrees that existing trees on the site need not be specifically described and identified in the application for this Development Agreement, because they are now in compliance with an existing mitigation plan.

2.3 Appeals. Appeals from administrative interpretations and from approvals or denials shall be governed by the applicable provisions of SMC 16A.17, except as otherwise provided by this Agreement. Appeals from environmental determinations shall be governed by SMC 16A.23.

2.4 Fees. International shall pay all applicable fees for permit review, traffic impact mitigation, and any other charges required pursuant to applicable code provisions.

3. CURRENT USE

3.1 International is entitled to continue to operate a surface parking business on the Property with 520 stalls as a legally nonconforming use during the term of this Agreement and upon any termination of the Agreement

4. FUTURE DEVELOPMENT

4.1 Construction. International shall have the right at any time within eight and one-half (8.5) years of the Effective Date to commence the permitting process for necessary approvals to construct the Development, which includes the following elements:

- (i) A mixed-use structure, consisting of at least 7,500 square feet of retail and/or office use. The retail/mixed use building portions of the Development shall be allowed all uses allowed as permitted and conditional uses in the C-BC classification under SMC 15.35.110-160, except: adult entertainment, arcade, auto rental/auto sales/auto repair/auto service, construction/trade, funeral home, general repair, kennel, Laundromat, miscellaneous equipment rental facility, tavern, warehouse/storage, wholesale/bulk store; and
- (ii) A parking structure with parking capacity for the number of vehicles equal to the greater of: the number permitted by SMC 15.35.950, Parking Bonus Incentive Program, as it exists on the Application Date, or the number permitted under applicable codes in effect on the date a complete construction permit is received by the City. An example calculation of the number of vehicles permitted by the current SMC 15.35.950 is attached as **Exhibit B**. The parties acknowledge that the number of stalls permitted under SMC

15.35.950 will vary with the number of square feet of retail/office space constructed by International.

Construction of the Development shall be complete within ten (10) years of the Effective Date, subject to events of force majeure.

4.2 Site Plans. The City approves the proposed uses, location and general configuration for the Development as shown in the Site Plan, as attached in **Exhibit C** and described therein.

4.3 Garage/Mixed-use Structure. SMC Title 15 in effect on the date of International's development agreement application allows International to build two garages with capacity for 300 cars each, prior to the calculation of additional bonus stalls pursuant to SMC 15.35.950. In lieu of the two such garage structures so allowed, the City will allow International to construct a single garage/mixed-use structure in either of the two alternate configurations shown in **Exhibit D** attached hereto, and finds that each of the alternate configurations complies with SMC 15.35.915. Generally, the Alternative A structure would have approximately 45,000 square feet of retail/office located on multiple floors, and would have a flat façade along its western elevation facing International Boulevard. The Alternative B structure generally would contain approximately 6,000 square feet of retail/office use located on the ground floor. The area above the retail/office use would be a multi-story atrium creating a sloping façade on the western elevation facing International Boulevard. The number of parking stalls permitted in either single structure shall be a base of 600 stalls (prior to the addition of bonus stalls for retail or office construction, open space and water features. Up to twenty percent (20%) of the total number of stall allowed may be compact stalls (2 feet shorter in length than standard stalls). Sprinklers will be installed in the Development to the extent required by applicable codes in effect at the time the application for construction permits is deemed complete by the City. Provided that the plans submitted for construction of the Development show it to be in compliance with applicable provisions of the SeaTac Municipal Code as modified pursuant to this Development Agreement, the City will not unreasonably withhold or deny approval of such plans.

4.4 Vesting of Development Standards Applicable to Future Development of the Property. As noted in Section 2 above, the allowable bulk and scale of the Development shall be determined by application of those relevant provisions of SMC Title 15 as exist on the Application Date. As to other development standards, the relevant provisions of SMC in effect at the time the application for construction permits for the Development is deemed complete by the City shall apply, except as follows: (a) International shall be allowed to build to its present fence line inside otherwise applicable setbacks from Bow Lake as depicted on **Exhibit C**; and (b) setbacks from the International Boulevard frontage shall be measured from the property boundary as exists at the time of permit application; (c) all other setbacks will be measured from the current land boundaries of the property, as if International continued to hold title to those portions of the property that will be dedicated to the City in accordance with Section 5.

4.5 Potential Revisions. If International is unable to acquire title to the Leased Property and/or accommodate existing utilities through easement or relocation, International may submit to the City a revised site plan that does not include the Leased Property as part of the Development, and all provisions of this Agreement shall apply to revised site plan. Provided that such revision does not cause significant adverse impacts that cannot be mitigated, the City agrees that it will not unreasonably withhold or delay consent to the revised site plan.

5. BENEFITS TO THE CITY

5.1 Shoreline Ownership and Access Benefits. International shall provide the following public benefit features, which will substantially enhance the City Center area and further the goals of the SeaTac Comprehensive Plan as follows:

- (i) Upon the Effective Date, International shall immediately apply for a lot line adjustment to accommodate the dedication set forth below.
- (ii) Upon the completion of the lot line adjustment procedure International shall then immediately dedicate to the City in fee certain property located along the Bow Lake shoreline for a pedestrian walkway, and certain portions of the Bow Lake lakebed, more particularly described in **Exhibit E1**.
- (iii) International shall dedicate to the City, at such time that the City is prepared to begin construction of a pedestrian walkway from International Boulevard to the Bow Lake shoreline and a footpath along the shoreline, by grant of easement the area shown as Access Easement, as indicated on **Exhibit E2**, and more particularly described in **Exhibit E3**, for purposes of public pedestrian access to the shoreline and lakebed property conveyed per Section 5.1(ii) above

5.2 Timing and Temporary Easement. Until the public access easement, set forth in 5.1(iii) above, is granted, the City will be granted a temporary easement over the Access Easement area for maintenance and construction.

6. TERMINATION OF AGREEMENT

6.1 The parties agree that if this Agreement is not fully executed within thirty (30) days after the date it is approved by the City Council, then it shall be null and void.

6.2 If International fails to commence the permitting process for necessary approvals to construct the Development or fails to complete the construction of the Development within the time periods stated herein, this Agreement shall terminate. In that event, the public benefits described in Section 5 shall be retained by the City, and International shall be entitled to continue its legally nonconforming use of the Property for surface parking of 520 stalls, but any future development of the Property must comply with all SMC provisions in effect at the time the development occurs.

7. DISPUTE RESOLUTION

7.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the owner of the Property, the applicant for a project upon the Property, and the City Manager shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

7.2 Judicial Appeal. Subject to the administrative appeal provisions of Section 2.3, any aggrieved party may appeal the decision of the City Manager to the King County Superior Court as may be allowed by law and court rules.

8. GENERAL PROVISIONS

8.1 Recording. This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the King County Recorder and shall be in the nature of a covenant running with the premises. It is the intent to have this Agreement, so long as it is in force, be considered, interpreted, and regarded as a covenant running with the land as to International's Property.

8.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The parties acknowledge that International shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any transfer of rights pursuant to this Agreement.

8.4 Transfer of Ownership. Any conveyance of property with transfer or assignment of rights pursuant to this Agreement by Owner shall release Owner from any further obligations, duties or liabilities under this Agreement to the extent such obligations, duties or liabilities are assumed by assignee of this Agreement.

8.5 Authority. International represents that it has authority to enter into this agreement and to honor its commitments as set forth herein.

8.6 Severability. If any provision of this Agreement is 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.

8.7 Modification. This Agreement shall not be modified or amended except in writing signed by the City Manager, after approval of the City Council by resolution, and International or their respective successors in interest.

8.8 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, and or written, except as expressly set forth herein.

8.9 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

8.10 Disclosure Upon Transfer. International agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, International shall disclose the existence of this Agreement to the interested party.

8.11 Force Majeure. The following shall be considered acts of "Force Majeure" and shall extend the dates for performance by either party by the duration of the act of force majeure: (a) strike or labor dispute, (b) a riot, civil disturbance, insurrection, act of public enemy or terrorist, or war by the United States of America but only if proximately causing a disruption or delay in the supply chain of labor or materials to the Development, or (c) acts of God, unusually severe adverse weather conditions or other casualty proximately causing direct physical damage to the Development or proximately causing a disruption or delay in the supply chain of labor or materials to the Development.

8.12 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of SeaTac
 4800 S. 188th Street
 SeaTac, Washington 98188
 Attention: City Manager


If to Owner: International Boulevard LLC
 600 Stewart Street, Suite 601
 Seattle, WA 98101
 Attention: Jed Goniou

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.


8/10/05
Date

INTERNATIONAL BOULEVARD LLC

By 
ROGER MCCRACKEN, President DIRECTOR

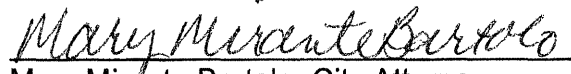
8/24/05
Date

CITY OF SEATAC

By 

Craig Ward, City Manager

Approved as to Form


Mary Mirante Bartolo, City Attorney

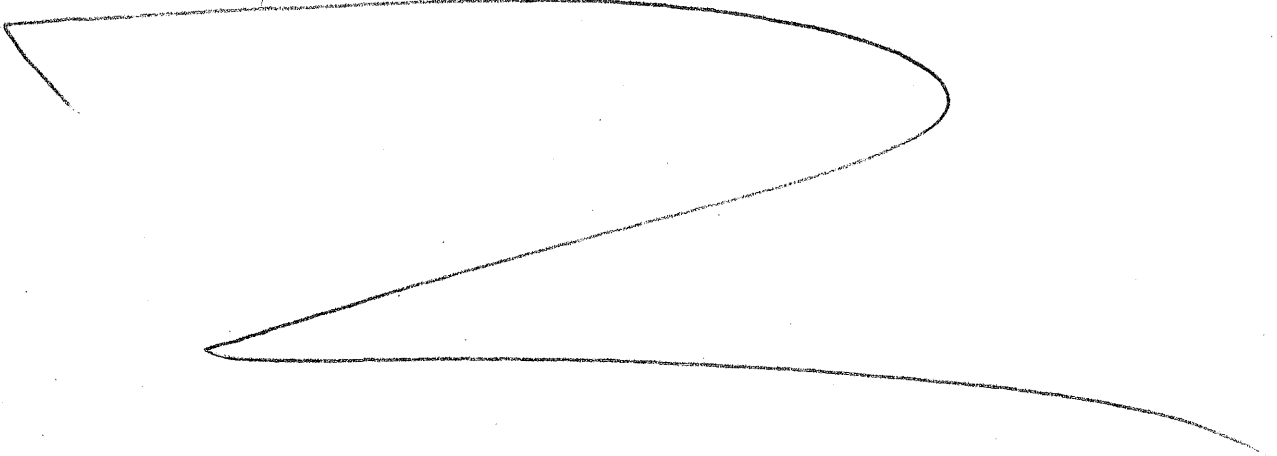


EXHIBIT A

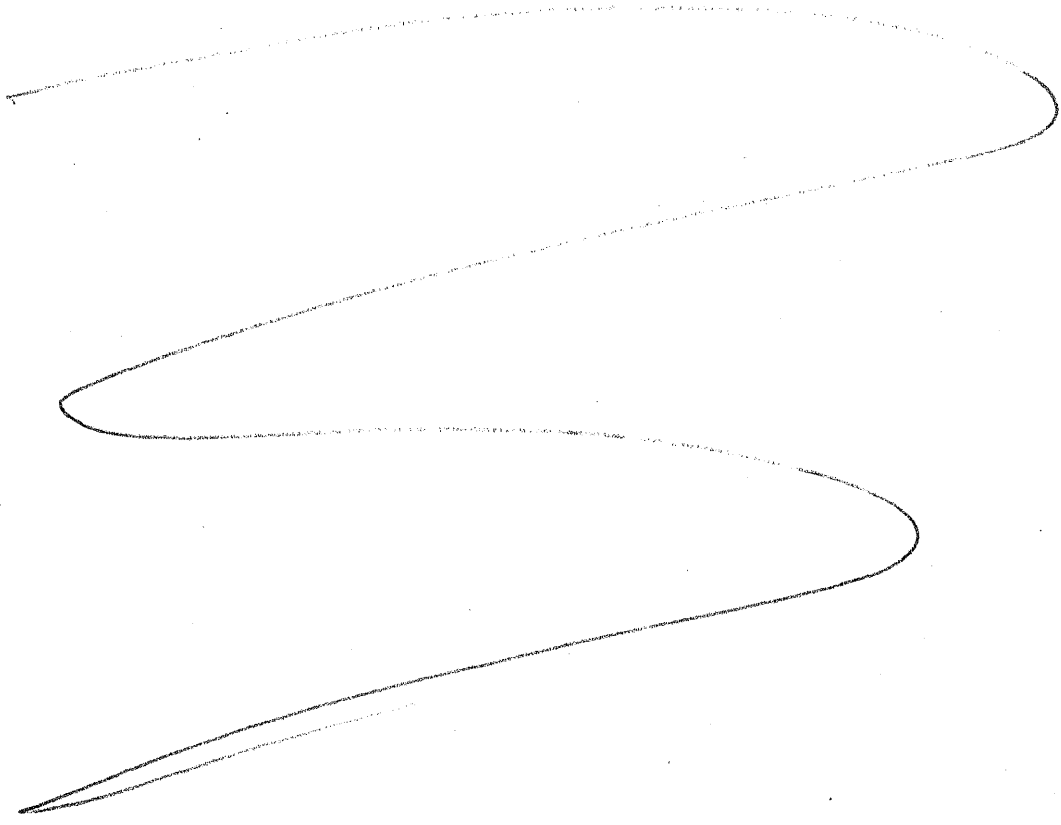


EXHIBIT A

OWNED PROPERTY

That portion of the South half of the South half of the Southeast quarter of the Northeast quarter of Section 33, Township 23 North, Range 4 East, W.M., records of King County, Washington, lying Easterly of the Easterly line of that portion of Primary State Highway No. 1 as recorded under Recording No. 3476635;
EXCEPT the East 300 feet thereof.

Situate in the County of King, State of Washington.

LEASED PROPERTY

All that portion of the Southeast quarter of the Northeast quarter of Section 33, Township 23 North, Range 4 East, W.M., records of King County, Washington, Washington, described as beginning at Highway Engineer's Station 329+67.5 on the SR 99 line survey of SR 99, Redondo to Seattle;

THENCE Easterly on the South line of the Southeast quarter of the Northeast quarter 58 feet to the true point of beginning;
THENCE Easterly on said South line 42 feet;
THENCE Northerly parallel with said SR 99 line survey 300 feet;
THENCE Westerly parallel with the South line of the Southeast quarter of the Northeast quarter 42 feet;
THENCE Southerly 300 feet to the true point of beginning;

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval of January 5, 1925.

Situate in the County of King, State of Washington.

EXHIBIT B

EXHIBIT B

Parking Stall Calculations

Site Area Calculations

Total Site	170,434	sf
Less: Submerged Land	(64,190)	sf
Total Net Site Area	<u>106,244</u>	sf

Lot Coverage Calculations

Parking Garage	48,687	sf
Retail/Office Space	6,448	sf
Open Space	36,352	sf
Access Drives & Walks	9,871	sf
Setback Areas	8,888	sf
Total Lot Coverage Area	<u>106,244</u>	sf

Lot Coverage Allowed Calculations

Maximum Lot Coverage Allowed	75.0% 106,244 sf x .75 =	79,683	sf
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Actual Lot Coverage

Parking Structure Lot	43.9%	48,687	sf
Retail Space Lot Coverage	6.1%	6,448	sf
Total Lot Coverage Proposed	50.0%	<u>53,135</u>	sf

Open Space Calculations

Required Open Space -	10.0%	10,624	sf
Proposed Open Space -	34.2%	36,352	sf
Bonus Open Space -	24.2% 36,352 sf - 10,824sf =	<u>25,728</u>	sf

Retail/Office Use Space

Required Retail -		400	sf
Proposed Retail/Mixed Use - 1st Floor		6,448	sf
Proposed Retail/Mixed Use - 2nd Floor		4,085	sf
Bonus Retail/Mixed Use -	10,533sf - 400sf =	<u>10,133</u>	sf

Parking Calculations

Allowed Parking -	300 Stalls per parcel x 2 parcels	600	stalls
Retail/Office Required Stalls -	10,533sf/200sf =	53	stalls
Bonus Open Space Parking -	25,728sf/160sf =	172	stalls
Bonus Retail/Office Parking -	10,133sf/25sf =	405	stalls
Bonus for Water Feature -	SMC 15.35.950 =	60	stalls
Total Allowed Parking -		<u>1,290</u>	stalls

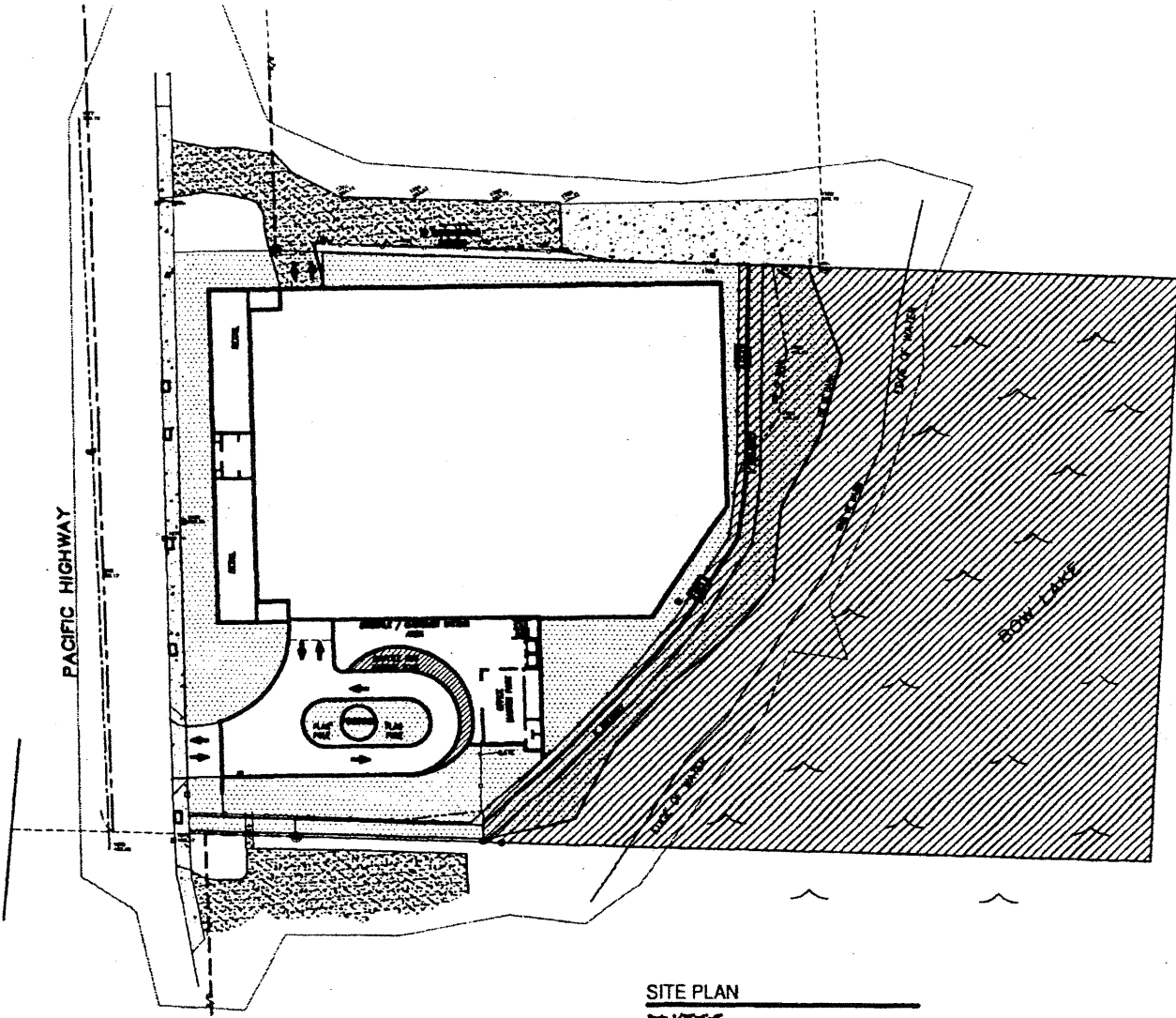
Proposed Parking Garage

Level

1: =	122	stalls
2: =	153	stalls
3: =	153	stalls
4: =	153	stalls
5: =	153	stalls
6: =	153	stalls
7: =	153	stalls
8: =	160	stalls
Total Stalls: =	<u>1,290</u>	stalls

Revised 7-05-05

EXHIBIT C



SITE PLAN
Scale: 1/8"=1'-0"

**JAMES STAPPER
ARCHITECT AIA**

4850 FOREST AVE S.E.
MERCER ISLAND, WA
(206) 236-5910
Fax (206) 232-7136

**MASTERPARK
LOT A**

**MIXED-USE
STRUCTURE**

SEATTLE, WASHINGTON

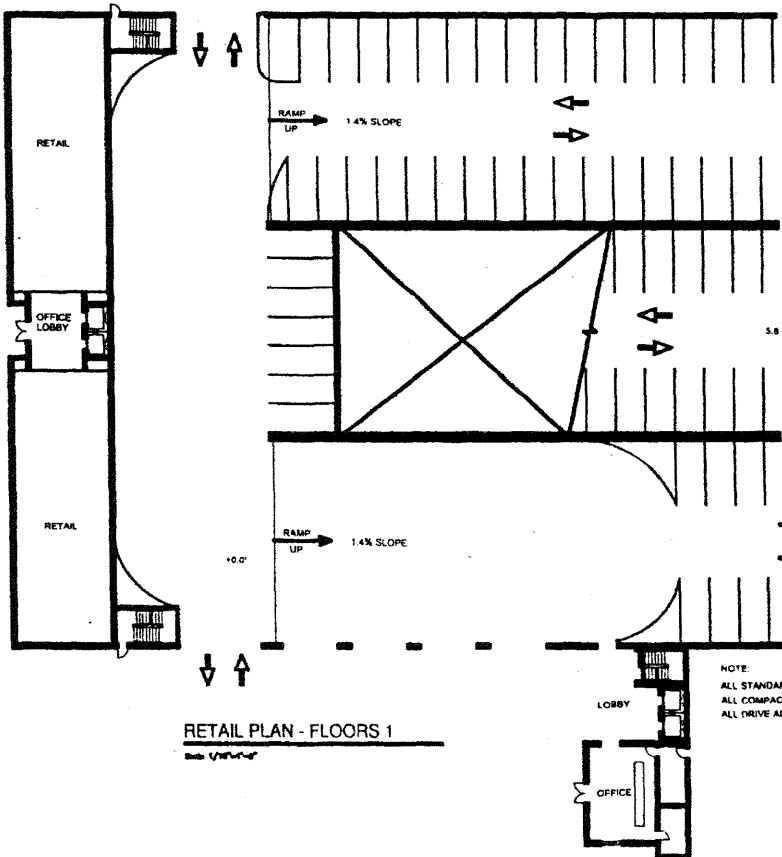
Number	Date	By	Description of Revisions

Sheet Title	SITE PLAN		
Scale			
Project No.			
Client			
Date	7/1/85	Drawn	
Designed by		Checked	

NOT FOR CONSTRUCTION

EXHIBIT C

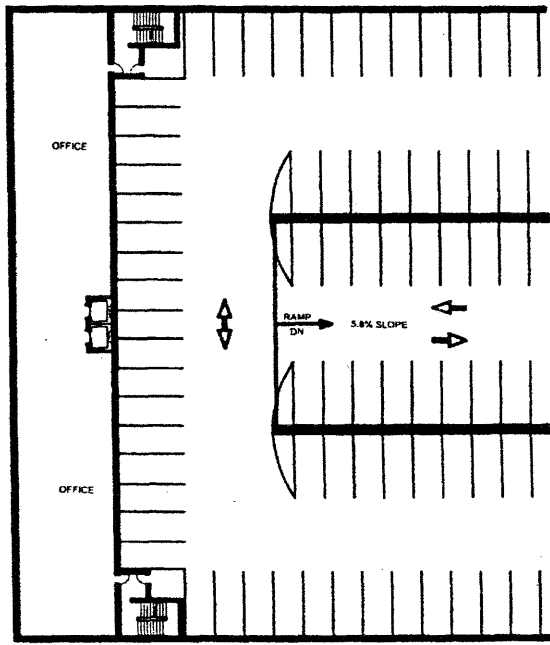
Page 1 of 2



RETAIL PLAN - FLOORS 1

Scale: 1/8" = 1'-0"

NOTE:
ALL STANDAR
ALL COMPAC
ALL DRIVE AL



OFFICE PLAN - FLOORS 2 THRU 8

Scale: 1/8" = 1'-0"

Page 2 of 2



JAMES STAPPER
ARCHITECT AIA

4850 FOREST AVE S.E.
MERCER ISLAND, WA
(206) 236-5910
Fax (206) 232-7136

MASTERPARK
LOT A

MIXED-USE
STRUCTURE

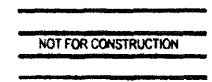
SEATTLE, WASHINGTON

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Sheet Title: PARTIAL PLANS

Date	Drawn	Checked
01/06/05		

Sheet Number:

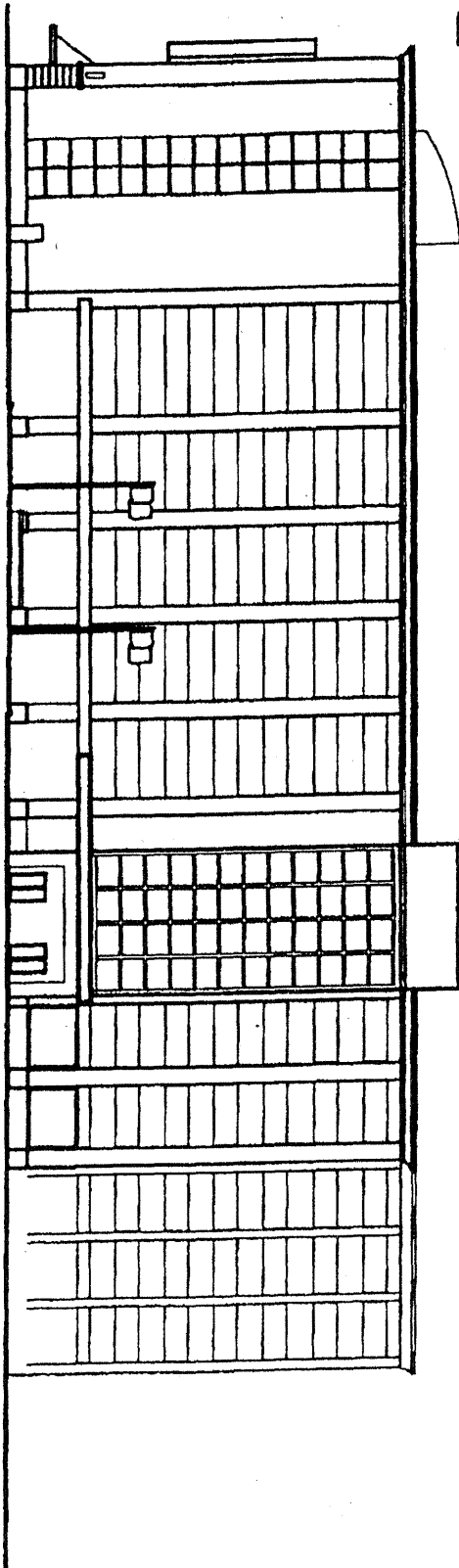


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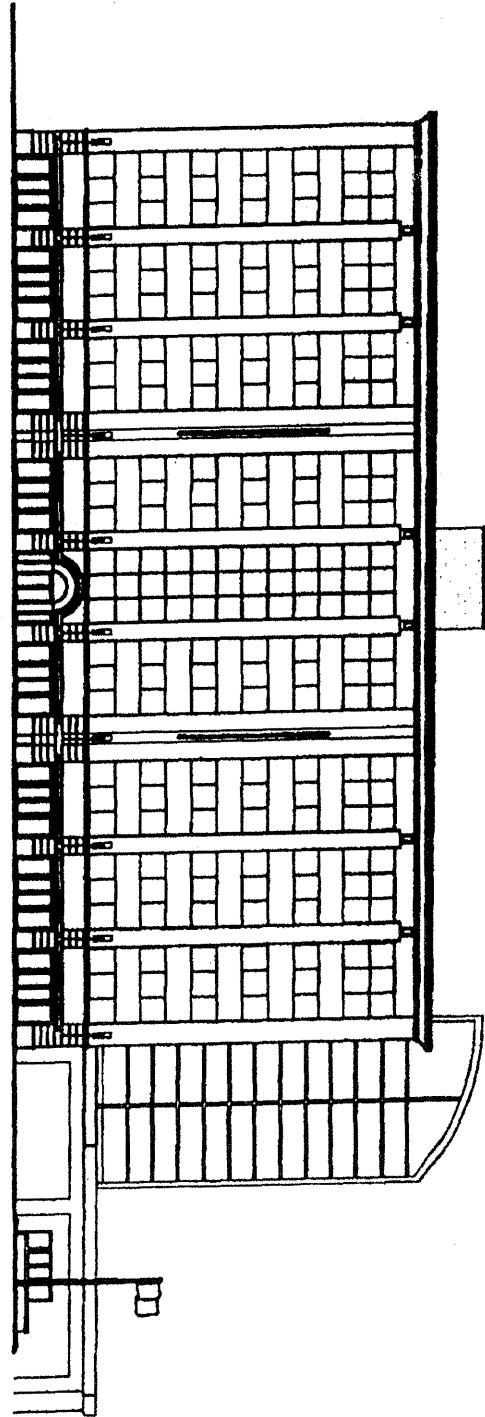
EXHIBIT D

EXHIBIT D

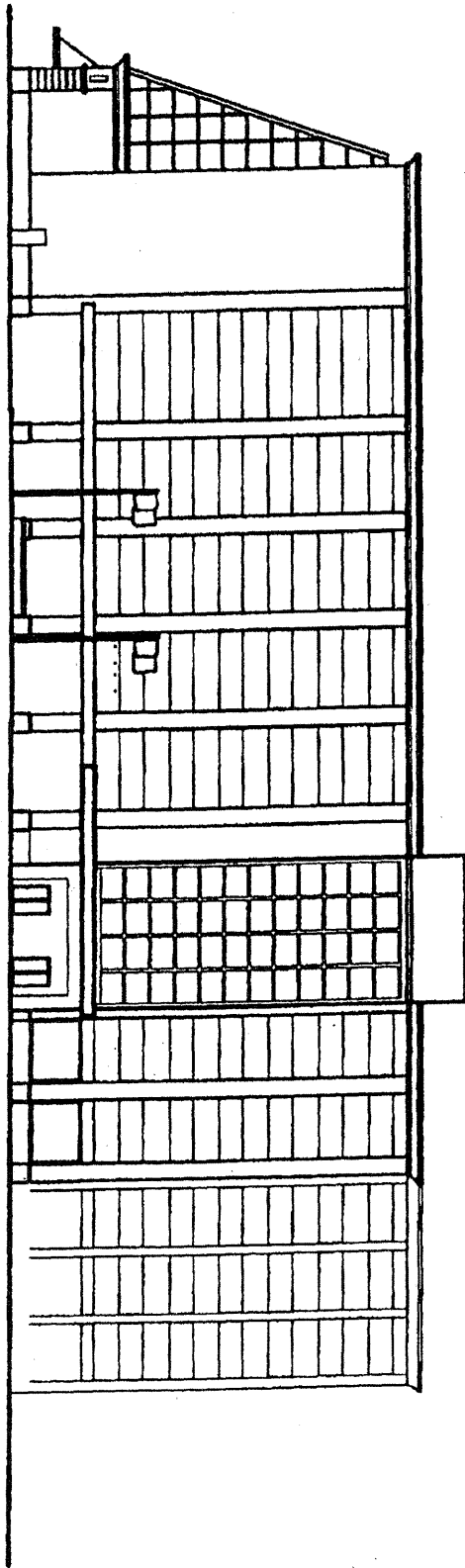
Page 1 of 2



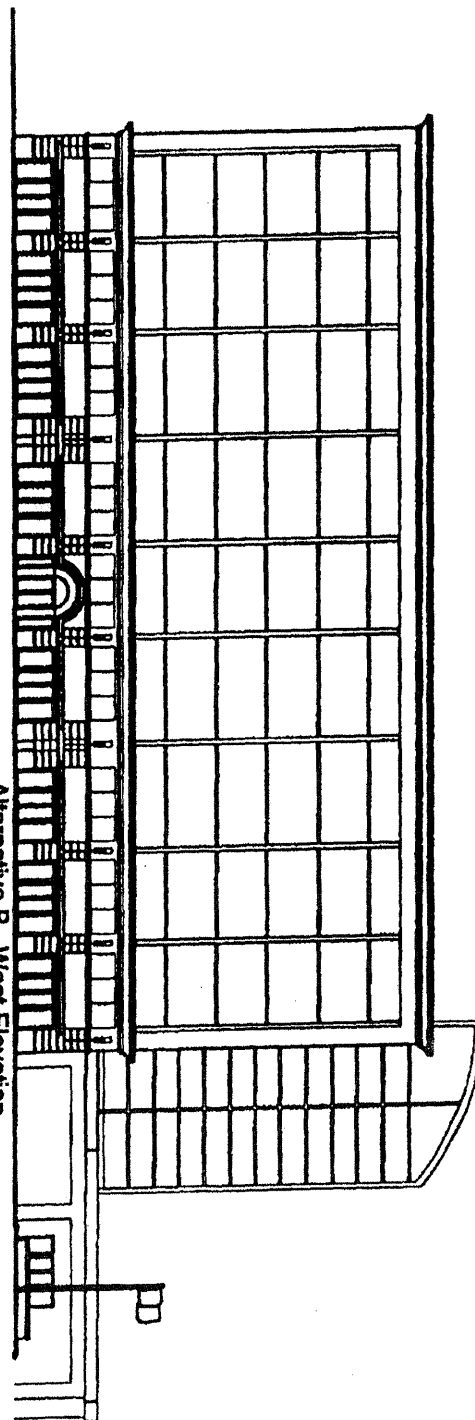
Alternative A South Elevation
NOT TO SCALE



Alternative A West Elevation
NOT TO SCALE



Alternative B South Elevation
NOT TO SCALE



Alternative B West Elevation
NOT TO SCALE

EXHIBIT E-1

January 17, 2005
File #25908/2

EXHIBIT E1

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN IN KING COUNTY WASHINGTON, LYING WEST OF THE EAST 300 FEET THEREOF, AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 300 FEET OF SAID SUBDIVISION;
THENCE NORTH 88°38'22" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 365.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 01°21'38" EAST 17.46 FEET;
THENCE NORTH 48°52'36" EAST 48.53 FEET;
THENCE NORTH 44°22'31" EAST 48.58 FEET;
THENCE NORTH 40°07'19" EAST 52.90 FEET;
THENCE NORTH 33°09'20" EAST 56.84 FEET;
THENCE NORTH 07°12'22" EAST 31.97 FEET;
THENCE NORTH 01°00'55" EAST 119.80 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION.

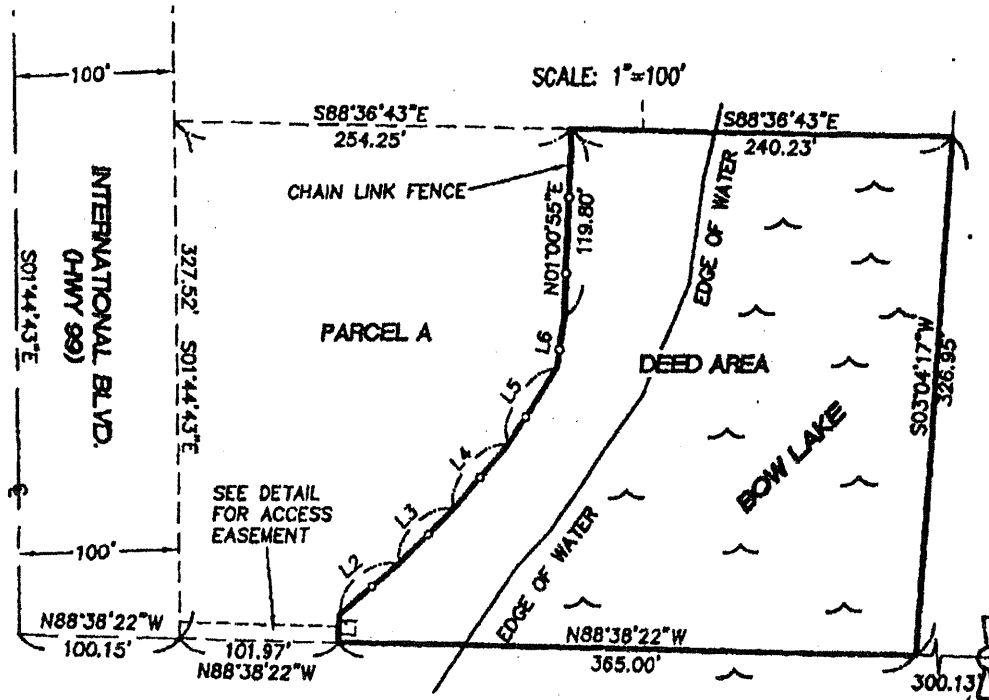
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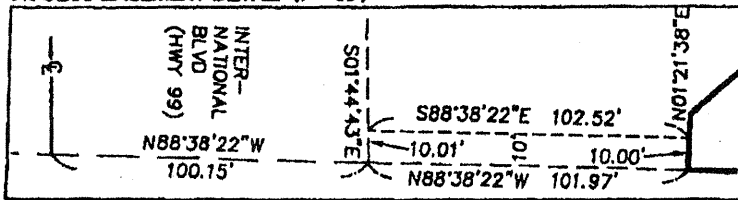
EXHIBIT E-2

EXHIBIT E2

ACCESS EASEMENT



ACCESS EASEMENT DETAIL (1" = 50')



CALCULATED EAST QUARTER CORNER SEC. 33 T23N R4E

Apex
Engineering

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599

THE BOUNDARIES SHOWN HEREON ARE PER RECORD DATA ONLY. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

APEX JOB NO. 25908



EXHIBIT E-3

January 17, 2005
File #25908/2

EXHIBIT E3

ACCESS EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND LYING WITHIN THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 300 FEET OF SAID SUBDIVISION;

THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 88°38'22" WEST 365.00 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 88°38'22" WEST 101.97 FEET, TO THE EASTERLY MARGIN OF INTERNATIONAL BOULEVARD, ALSO KNOWN AS STATE HIGHWAY 99;

THENCE NORTH 01°44'43" WEST, ALONG SAID MARGIN, 10.01 FEET;

THENCE SOUTH 88°38'22" EAST 102.52 FEET;

THENCE SOUTH 01°21'38" WEST 10.00 FEET TO THE POINT OF BEGINNING.

MFG/jlg

V25908/docs-rpts/legal/stamped_mfg011705

**AMENDMENT #1 TO DEVELOPMENT AGREEMENT BETWEEN
INTERNATIONAL BOULEVARD LLC AND THE CITY OF SEATAC**

THIS AMENDMENT #1 TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into as of March 28, 2008 by and between International Boulevard LLC, a Washington limited liability company ("International") and The City of SeaTac, a Municipal Corporation ("City").

RECITALS:

A. International and City are parties to that certain Development Agreement with an effective date of August 24, 2005, recorded in the King County Recorder's Office under recording number 20050909001542 (the "Agreement").

B. All capitalized terms not otherwise specifically defined in this Amendment shall have meanings ascribed to such terms in the Agreement.

C. This Amendment is intended to correct an error with Exhibit E-1 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment. The parties hereby replace Exhibit E-1 in the Agreement with the legal description attached hereto and designated as Exhibit E-1. In addition and in the event the Development is completed, the parties agree the approximate 1,800 square feet of the real property depicted on the attached Exhibit A to this Amendment (i) shall be retained by International, (ii) shall be used in accordance with SeaTac Municipal Code 15.10.435 Sections (B), (D), (I) or (J) as determined by the City in its reasonable discretion, or other uses as mutually agreed upon by the parties and (iii) shall contribute to the fulfillment of open space requirements related to the Development; provided, and except for the Access Easement contemplated by the Agreement, International shall have no obligation to provide access to such property.


2. Effect of This Amendment. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail. Whether or not specifically amended by the provisions of this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment. The parties hereto agree that facsimile signatures

hereto shall be deemed originals and they each covenant that they shall deliver original signatures hereto escrow agent following the execution hereof.

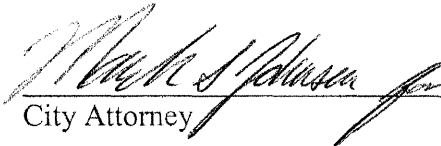
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Amendment attached thereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF SEATAC


By: Craig Ward, City Manager
3/27/08

Approved as to form:


City Attorney

INTERNATIONAL BOULEVARD LLC


By: ROGER McCracken, Director

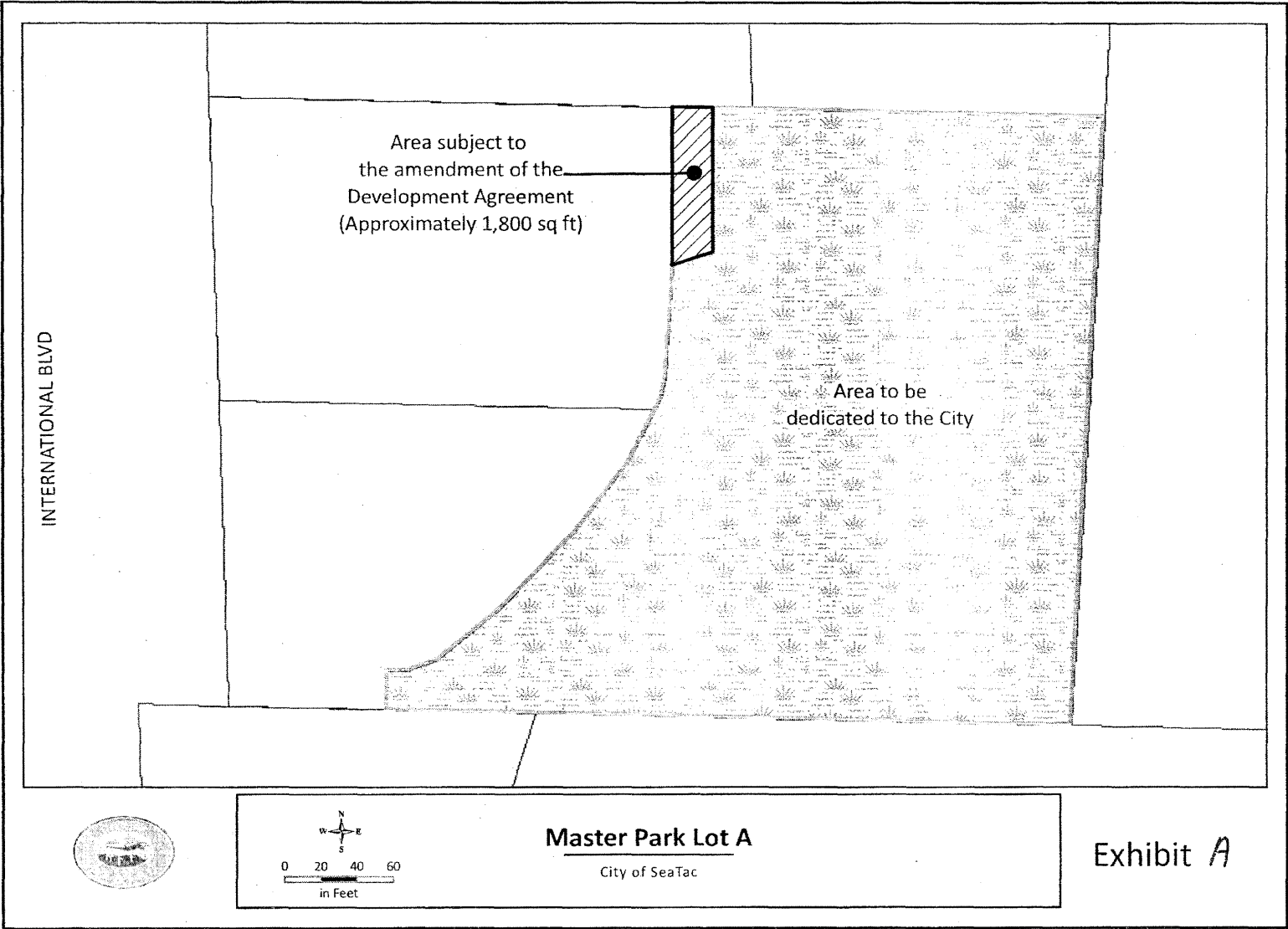


EXHIBIT E-1

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY LINE OF THAT PORTION OF PRIMARY STATE HIGHWAY NO. 1 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 361662, AND RECORDED UNDER RECORDING NUMBER 3476635;

EXCEPT THE EAST 300 FEET THEREOF;

AND EXCEPT THAT PORTION LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 300 FEET OF SAID SUBDIVISION:

THENCE NORTH 88°38'22" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 365.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°21'38" EAST, 17.46 FEET;

THENCE NORTH 48°52'36" EAST, 48.53 FEET;

THENCE NORTH 44°22'31" EAST, 48.58 FEET;

THENCE NORTH 40°07'19" EAST, 52.90 FEET;

THENCE NORTH 33°09'20" EAST, 56.84 FEET;

THENCE NORTH 07°12'22" EAST, 31.97 FEET;

THENCE NORTH 01°00'55" EAST, 44.08 FEET;

THENCE NORTH 75°43'22" EAST, 27.28 FEET;

THENCE NORTH 03°11'08" WEST, 68.57 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION.

**DEVELOPMENT AGREEMENT BETWEEN INTERNATIONAL BOULEVARD LLC
AND THE CITY OF SEATAC, WASHINGTON**

Pursuant to the authority granted by RCW 36.70B.170 through 210 and SMC 15.22.055, the City of SeaTac, a Washington municipal corporation ("City") and International Boulevard LLC, a Washington limited liability company ("International"), enter into this Development Agreement to promote the development of certain real property located within the City, upon the following terms and conditions (the "Agreement"), effective August 24, 2005 (the "Effective Date").

1. RECITALS

- A. WHEREAS the City has adopted regulations governing development agreements, as set forth at SMC 15.22.055 of the SeaTac Municipal Code (the "SMC");
- B. WHEREAS those regulations allow a property owner to apply to the City to enter into a development agreement to accomplish, among other things, phased development, provided the City Manager and the City Council determine the property owner and project meet the requirements set forth in SMC 15.22.055;
- C. WHEREAS International owns certain real property located at 18400 and 18500 International Boulevard (the "Owned Property"), and leases a strip of property along International Boulevard now owned by the Washington State Department of Transportation (the "Leased Property"), which properties are more particularly described on **Exhibit A** attached hereto (collectively, the "Property");
- D. WHEREAS the Property is located in an area zoned CB-C, Community Business in Urban Center, and also within the City Center overlay district;
- E. WHEREAS International has operated a surface parking business on the Property since 1998 and its predecessors in interest operated a surface parking business on the Property since 1986, and the current surface parking use is a legally nonconforming use, and under current codes, structured parking is permitted on the Property;
- F. WHEREAS International desires to enter into a development agreement with the City to allow for future development of the Property under the terms of this Agreement, under which International shall have the right, at any time within eight and one-half (8.5) years of the Effective Date, to commence the permitting process for necessary approvals to construct a mixed-use development (the "Development") consisting of retail/office use and a parking structure, with the applicable regulations regarding uses and number of parking stalls permitted for the Property and the Development and the bulk and scale of the Development to

be those provisions of SMC Title 15 as exist on December 22, 2004, (the "Application Date");

- G. WHEREAS, in addition to the public benefits otherwise required by the SeaTac Municipal Code in connection with development within the City Center area, International has agreed, in consideration for the rights granted to it under this Agreement relating to the Development, to provide a number of immediate public benefits which will substantially enhance the City Center area and further the goals of the SeaTac Comprehensive Plan, which public benefits include: access rights to the Bow Lake shoreline from International Boulevard, dedication to the City of property along the Bow Lake shoreline for a pedestrian walkway, and dedication to the City of land underlying portions of Bow Lake; and in addition, the plans for the Development will include the creation of open space in excess of current City requirements;
- H. WHEREAS the City Manager and City Council find that this Agreement and the Development are both generally consistent with the City's development regulations, and that the departures therefrom are modest and offset by benefits to be received by the City; and
- I. WHEREAS, pursuant to RCW 36.70B.200, a public hearing was held before the City Council and the City Council has enacted a resolution authorizing the City Manager to enter into this Agreement,

NOW, THEREFORE, for good and sufficient consideration and for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

2. REVIEW PROCEDURES AND APPLICABLE STANDARDS

2.1 Applicable Codes. International's permit applications for the Development, including building permits and any other necessary development permits, construction plans and specifications, drainage plans and SEPA documents shall be reviewed according to the process set forth in SMC Title 16.A. Except as provided otherwise by this Agreement, the uses and number of parking stalls permitted on the Property and in the Development, and the allowable bulk and scale of the Development, shall be determined by application of those relevant portions of SMC Title 15 as exist on the Application Date. However, other aspects of land use regulation for the Development, including landscaping requirements, storm drainage regulations, and impact mitigation fees, and construction code compliance, shall, except as provided otherwise by this Agreement, be subject to those provisions in effect at the time the application for construction permits for the Development is deemed complete by the City provided such regulations are not inconsistent with the terms of the Agreement

2.2 Timely Review and Approval. The City, in its review and consideration of permit applications from International relating to the Development, will not unreasonably withhold or delay its approvals and the City will expedite its review in processing these materials within the constraints of available resources. Also, the City agrees that existing trees on the site need not be specifically described and identified in the application for this Development Agreement, because they are now in compliance with an existing mitigation plan.

2.3 Appeals. Appeals from administrative interpretations and from approvals or denials shall be governed by the applicable provisions of SMC 16A.17, except as otherwise provided by this Agreement. Appeals from environmental determinations shall be governed by SMC 16A.23.

2.4 Fees. International shall pay all applicable fees for permit review, traffic impact mitigation, and any other charges required pursuant to applicable code provisions.

3. CURRENT USE

3.1 International is entitled to continue to operate a surface parking business on the Property with 520 stalls as a legally nonconforming use during the term of this Agreement and upon any termination of the Agreement

4. FUTURE DEVELOPMENT

4.1 Construction. International shall have the right at any time within eight and one-half (8.5) years of the Effective Date to commence the permitting process for necessary approvals to construct the Development, which includes the following elements:

- (i) A mixed-use structure, consisting of at least 7,500 square feet of retail and/or office use. The retail/mixed use building portions of the Development shall be allowed all uses allowed as permitted and conditional uses in the C-BC classification under SMC 15.35.110-160, except: adult entertainment, arcade, auto rental/auto sales/auto repair/auto service, construction/trade, funeral home, general repair, kennel, Laundromat, miscellaneous equipment rental facility, tavern, warehouse/storage, wholesale/bulk store; and
- (ii) A parking structure with parking capacity for the number of vehicles equal to the greater of: the number permitted by SMC 15.35.950, Parking Bonus Incentive Program, as it exists on the Application Date, or the number permitted under applicable codes in effect on the date a complete construction permit is received by the City. An example calculation of the number of vehicles permitted by the current SMC 15.35.950 is attached as **Exhibit B**. The parties acknowledge that the number of stalls permitted under SMC

15.35.950 will vary with the number of square feet of retail/office space constructed by International.

Construction of the Development shall be complete within ten (10) years of the Effective Date, subject to events of force majeure.

4.2 Site Plans. The City approves the proposed uses, location and general configuration for the Development as shown in the Site Plan, as attached in **Exhibit C** and described therein.

4.3 Garage/Mixed-use Structure. SMC Title 15 in effect on the date of International's development agreement application allows International to build two garages with capacity for 300 cars each, prior to the calculation of additional bonus stalls pursuant to SMC 15.35.950. In lieu of the two such garage structures so allowed, the City will allow International to construct a single garage/mixed-use structure in either of the two alternate configurations shown in **Exhibit D** attached hereto, and finds that each of the alternate configurations complies with SMC 15.35.915. Generally, the Alternative A structure would have approximately 45,000 square feet of retail/office located on multiple floors, and would have a flat façade along its western elevation facing International Boulevard. The Alternative B structure generally would contain approximately 6,000 square feet of retail/office use located on the ground floor. The area above the retail/office use would be a multi-story atrium creating a sloping façade on the western elevation facing International Boulevard. The number of parking stalls permitted in either single structure shall be a base of 600 stalls (prior to the addition of bonus stalls for retail or office construction, open space and water features. Up to twenty percent (20%) of the total number of stall allowed may be compact stalls (2 feet shorter in length than standard stalls). Sprinklers will be installed in the Development to the extent required by applicable codes in effect at the time the application for construction permits is deemed complete by the City. Provided that the plans submitted for construction of the Development show it to be in compliance with applicable provisions of the SeaTac Municipal Code as modified pursuant to this Development Agreement, the City will not unreasonably withhold or deny approval of such plans.

4.4 Vesting of Development Standards Applicable to Future Development of the Property. As noted in Section 2 above, the allowable bulk and scale of the Development shall be determined by application of those relevant provisions of SMC Title 15 as exist on the Application Date. As to other development standards, the relevant provisions of SMC in effect at the time the application for construction permits for the Development is deemed complete by the City shall apply, except as follows: (a) International shall be allowed to build to its present fence line inside otherwise applicable setbacks from Bow Lake as depicted on **Exhibit C**; and (b) setbacks from the International Boulevard frontage shall be measured from the property boundary as exists at the time of permit application; (c) all other setbacks will be measured from the current land boundaries of the property, as if International continued to hold title to those portions of the property that will be dedicated to the City in accordance with Section 5.

4.5 Potential Revisions. If International is unable to acquire title to the Leased Property and/or accommodate existing utilities through easement or relocation, International may submit to the City a revised site plan that does not include the Leased Property as part of the Development, and all provisions of this Agreement shall apply to revised site plan. Provided that such revision does not cause significant adverse impacts that cannot be mitigated, the City agrees that it will not unreasonably withhold or delay consent to the revised site plan.

5. BENEFITS TO THE CITY

5.1 Shoreline Ownership and Access Benefits. International shall provide the following public benefit features, which will substantially enhance the City Center area and further the goals of the SeaTac Comprehensive Plan as follows:

- (i) Upon the Effective Date, International shall immediately apply for a lot line adjustment to accommodate the dedication set forth below.
- (ii) Upon the completion of the lot line adjustment procedure International shall then immediately dedicate to the City in fee certain property located along the Bow Lake shoreline for a pedestrian walkway, and certain portions of the Bow Lake lakebed, more particularly described in **Exhibit E1**.
- (iii) International shall dedicate to the City, at such time that the City is prepared to begin construction of a pedestrian walkway from International Boulevard to the Bow Lake shoreline and a footpath along the shoreline, by grant of easement the area shown as Access Easement, as indicated on **Exhibit E2**, and more particularly described in **Exhibit E3**, for purposes of public pedestrian access to the shoreline and lakebed property conveyed per Section 5.1(ii) above

5.2 Timing and Temporary Easement. Until the public access easement, set forth in 5.1(iii) above, is granted, the City will be granted a temporary easement over the Access Easement area for maintenance and construction.

6. TERMINATION OF AGREEMENT

6.1 The parties agree that if this Agreement is not fully executed within thirty (30) days after the date it is approved by the City Council, then it shall be null and void.

6.2 If International fails to commence the permitting process for necessary approvals to construct the Development or fails to complete the construction of the Development within the time periods stated herein, this Agreement shall terminate. In that event, the public benefits described in Section 5 shall be retained by the City, and International shall be entitled to continue its legally nonconforming use of the Property for surface parking of 520 stalls, but any future development of the Property must comply with all SMC provisions in effect at the time the development occurs.

7. DISPUTE RESOLUTION

7.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the owner of the Property, the applicant for a project upon the Property, and the City Manager shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

7.2 Judicial Appeal. Subject to the administrative appeal provisions of Section 2.3, any aggrieved party may appeal the decision of the City Manager to the King County Superior Court as may be allowed by law and court rules.

8. GENERAL PROVISIONS

8.1 Recording. This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the King County Recorder and shall be in the nature of a covenant running with the premises. It is the intent to have this Agreement, so long as it is in force, be considered, interpreted, and regarded as a covenant running with the land as to International's Property.

8.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The parties acknowledge that International shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any transfer of rights pursuant to this Agreement.

8.4 Transfer of Ownership. Any conveyance of property with transfer or assignment of rights pursuant to this Agreement by Owner shall release Owner from any further obligations, duties or liabilities under this Agreement to the extent such obligations, duties or liabilities are assumed by assignee of this Agreement.

8.5 Authority. International represents that it has authority to enter into this agreement and to honor its commitments as set forth herein.

8.6 Severability. If any provision of this Agreement is 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.

8.7 Modification. This Agreement shall not be modified or amended except in writing signed by the City Manager, after approval of the City Council by resolution, and International or their respective successors in interest.

8.8 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, and or written, except as expressly set forth herein.

8.9 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

8.10 Disclosure Upon Transfer. International agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, International shall disclose the existence of this Agreement to the interested party.

8.11 Force Majeure. The following shall be considered acts of "Force Majeure" and shall extend the dates for performance by either party by the duration of the act of force majeure: (a) strike or labor dispute, (b) a riot, civil disturbance, insurrection, act of public enemy or terrorist, or war by the United States of America but only if proximately causing a disruption or delay in the supply chain of labor or materials to the Development, or (c) acts of God, unusually severe adverse weather conditions or other casualty proximately causing direct physical damage to the Development or proximately causing a disruption or delay in the supply chain of labor or materials to the Development.

8.12 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of SeaTac
 4800 S. 188th Street
 SeaTac, Washington 98188
 Attention: City Manager

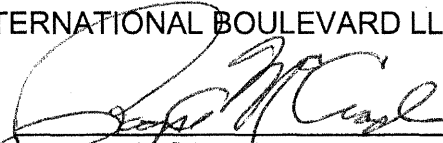
If to Owner: International Boulevard LLC
 600 Stewart Street, Suite 601
 Seattle, WA 98101
 Attention: Jed Goniou

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.

8/10/05
Date

INTERNATIONAL BOULEVARD LLC

By 
ROGER MCCRACKIN President DIRECTOR

8/24/05
Date

CITY OF SEATAC

By 
Craig Ward, City Manager

Approved as to Form


Mary Mirante Bartolo, City Attorney

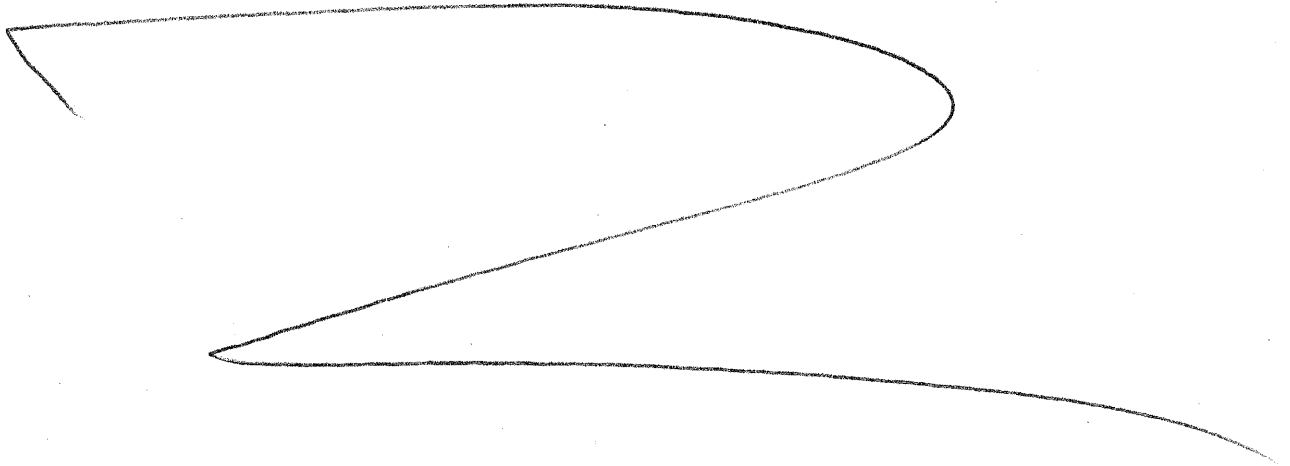


EXHIBIT A

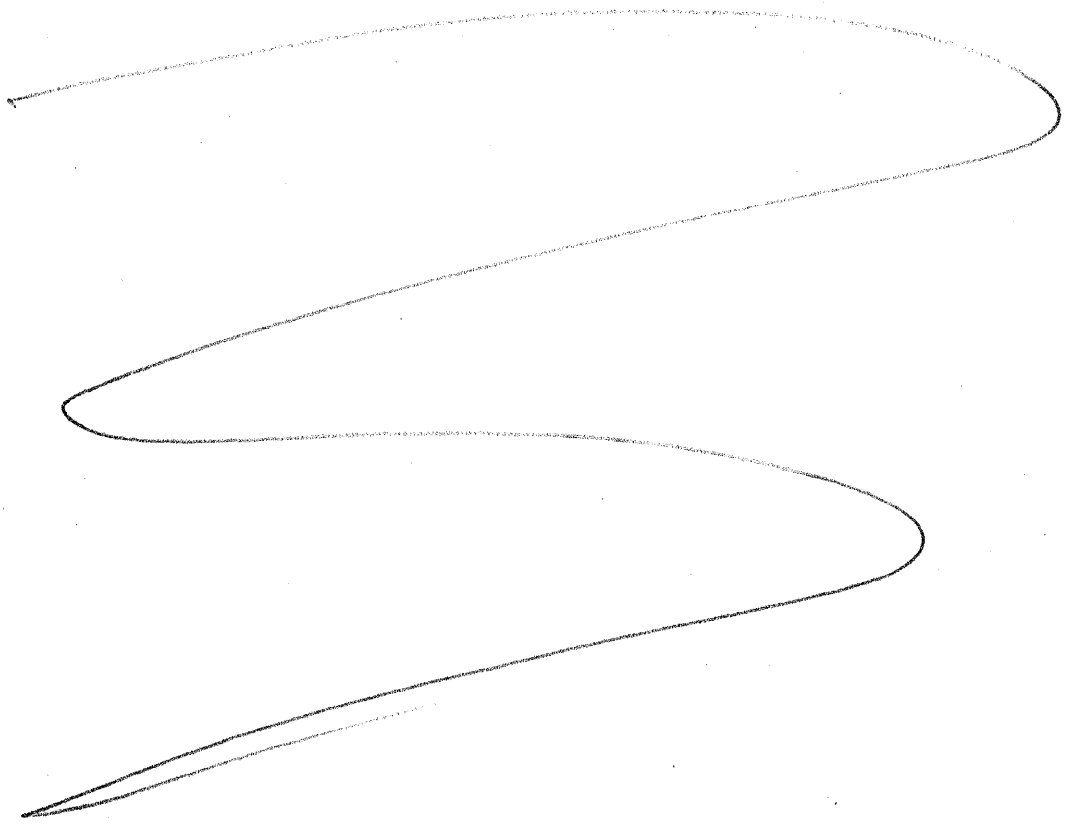


EXHIBIT A

OWNED PROPERTY

That portion of the South half of the South half of the Southeast quarter of the Northeast quarter of Section 33, Township 23 North, Range 4 East, W.M., records of King County, Washington, lying Easterly of the Easterly line of that portion of Primary State Highway No. 1 as recorded under Recording No. 3476635;
EXCEPT the East 300 feet thereof.

Situate in the County of King, State of Washington.

LEASED PROPERTY

All that portion of the Southeast quarter of the Northeast quarter of Section 33, Township 23 North, Range 4 East, W.M., records of King County, Washington, Washington, described as beginning at Highway Engineer's Station 329+67.5 on the SR 99 line survey of SR 99, Redondo to Seattle;

THENCE Easterly on the South line of the Southeast quarter of the Northeast quarter 58 feet to the true point of beginning;

THENCE Easterly on said South line 42 feet;

THENCE Northerly parallel with said SR 99 line survey 300 feet;

THENCE Westerly parallel with the South line of the Southeast quarter of the Northeast quarter 42 feet;

THENCE Southerly 300 feet to the true point of beginning;

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval of January 5, 1925.

Situate in the County of King, State of Washington.

EXHIBIT B

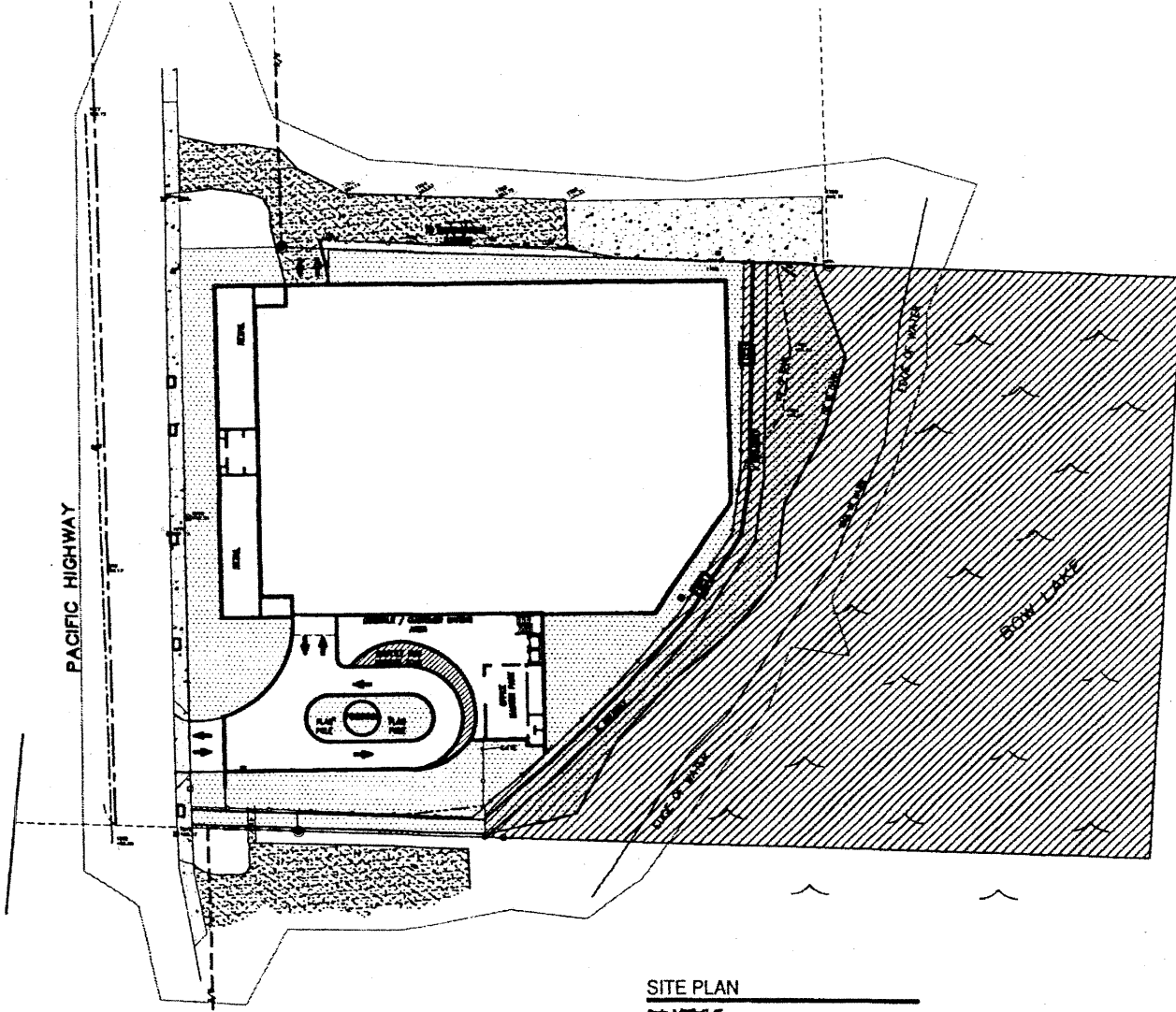
EXHIBIT B

Parking Stall Calculations

Site Area Calculations		
Total Site		170,434 sf
Less: Submerged Land		(84,190) sf
Total Net Site Area		<u>106,244 sf</u>
Lot Coverage Calculations		
Parking Garage		46,687 sf
Retail/Office Space		6,448 sf
Open Space		36,352 sf
Access Drives & Walks		9,871 sf
Setback Areas		8,886 sf
Total Lot Coverage Area		<u>106,244 sf</u>
Lot Coverage Allowed Calculations		
Maximum Lot Coverage Allowed	75.0% 106,244 sf x .75 =	79,683 sf
Actual Lot Coverage		
Parking Structure Lot	43.9%	46,687 sf
Retail Space Lot Coverage	6.1%	6,448 sf
Total Lot Coverage Proposed	50.0%	<u>53,135 sf</u>
Open Space Calculations		
Required Open Space -	10.0%	10,624 sf
Proposed Open Space -	34.2%	36,352 sf
Bonus Open Space -	24.2% 36,352 sf - 10,624sf =	<u>25,728 sf</u>
Retail/Office Use Space		
Required Retail -		400 sf
Proposed Retail/Mixed Use - 1st Floor		6,448 sf
Proposed Retail/Mixed Use - 2nd Floor		4,085 sf
Bonus Retail/Mixed Use -	10,533sf - 400sf =	<u>10,133 sf</u>
Parking Calculations		
Allowed Parking -	300 Stalls per parcel x 2 parcels	600 stalls
Retail/Office Required Stalls -	10,533sf/200sf =	53 stalls
Bonus Open Space Parking -	25,728sf/150sf =	172 stalls
Bonus Retail/Office Parking -	10,133sf/25sf =	405 stalls
Bonus for Water Feature -	SMC 15.35.950 =	60 stalls
Total Allowed Parking -		<u>1,290 stalls</u>
Proposed Parking Garage		
<u>Level</u>		
1: =		122 stalls
2: =		153 stalls
3: =		153 stalls
4: =		153 stalls
5: =		153 stalls
6: =		153 stalls
7: =		153 stalls
8: =		160 stalls
Total Stalls: =		<u>1,200 stalls</u>

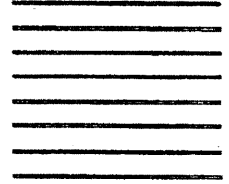
Revised 7-05-05

EXHIBIT C



SITE PLAN
 Scale: 1/8" = 1'-0"

EXHIBIT C
Page 1 of 2



**JAMES STAPPER
 ARCHITECT AIA**

4850 FOREST AVE S.E.
 MERCER ISLAND, WA
 (206) 238-5910
 Fax (206) 232-7138

**MASTERPARK
 LOT A**

**MIXED-USE
 STRUCTURE**

SEACAC, WASHINGTON

Number	Date	By	Description of Revisions

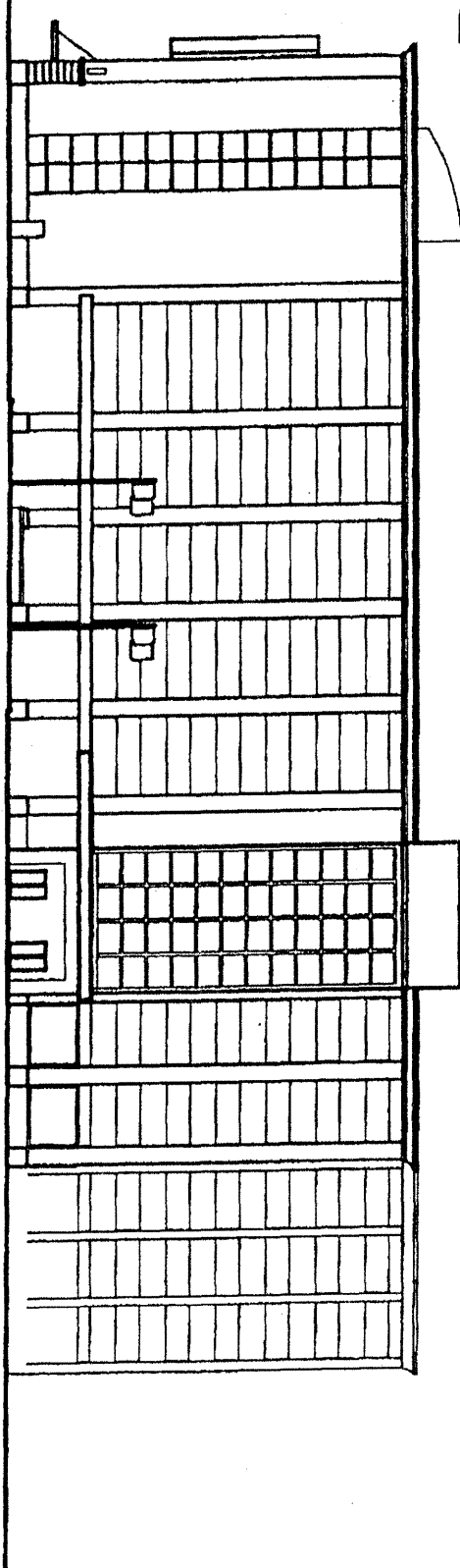
Sheet Title: SITE PLAN			
Scale:			
Designed:			
Drawn:	7/18/05		
Approved by:			

NOT FOR CONSTRUCTION

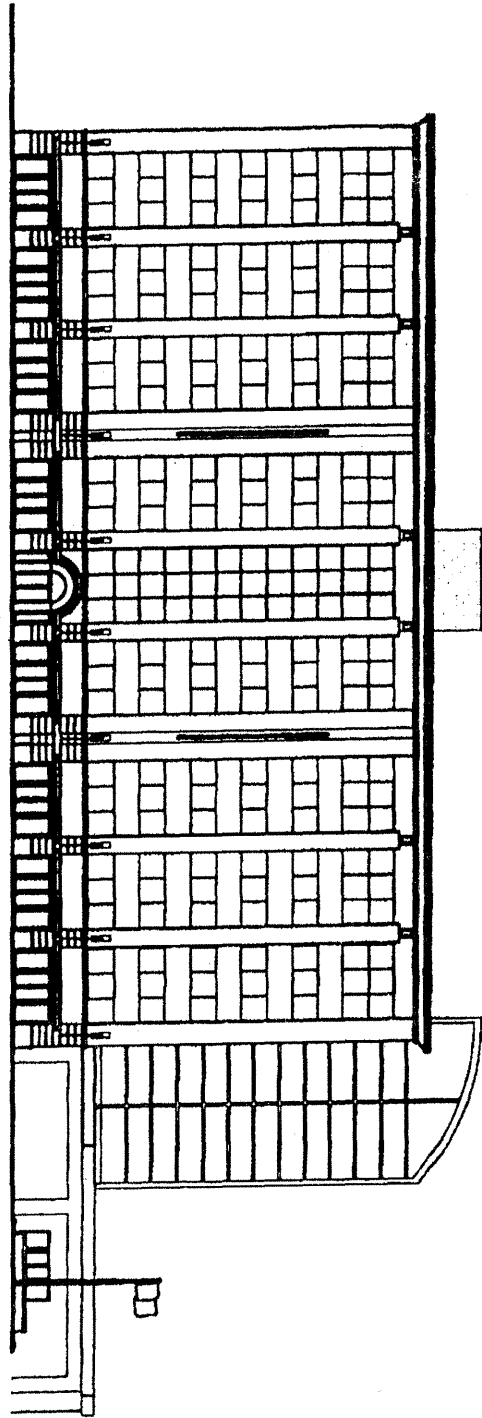
EXHIBIT D

EXHIBIT D

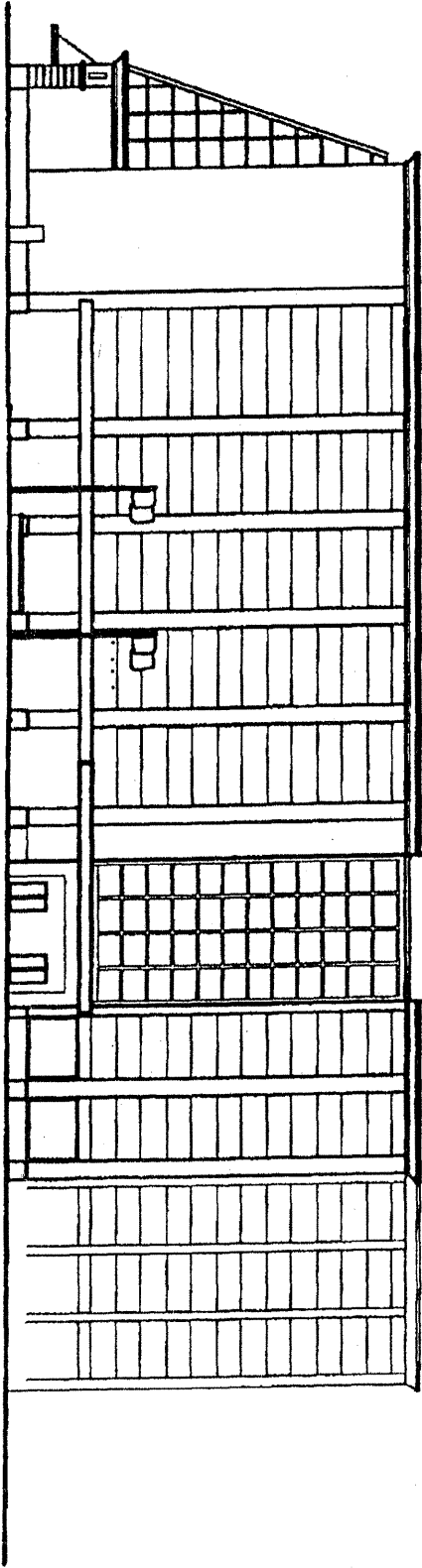
Page 1 of 2



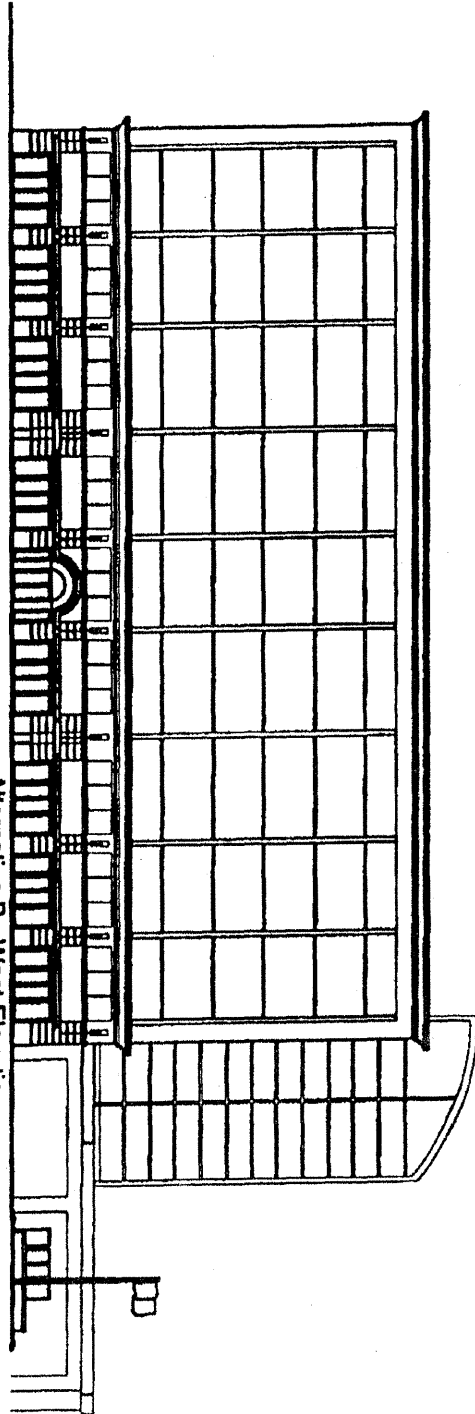
Alternative A South Elevation
NOT TO SCALE



Alternative A West Elevation
NOT TO SCALE



Alternative B South Elevation
NOT TO SCALE



Alternative B West Elevation
NOT TO SCALE

EXHIBIT E-1

January 17, 2005

File #25908/2

EXHIBIT E1

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN IN KING COUNTY WASHINGTON, LYING WEST OF THE EAST 300 FEET THEREOF, AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 300 FEET OF SAID SUBDIVISION;

THENCE NORTH 88°38'22" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 365.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°21'38" EAST 17.46 FEET;

THENCE NORTH 48°52'36" EAST 48.53 FEET;

THENCE NORTH 44°22'31" EAST 48.58 FEET;

THENCE NORTH 40°07'19" EAST 52.90 FEET;

THENCE NORTH 33°09'20" EAST 56.84 FEET;

THENCE NORTH 07°12'22" EAST 31.97 FEET;

THENCE NORTH 01°00'55" EAST 119.80 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION.

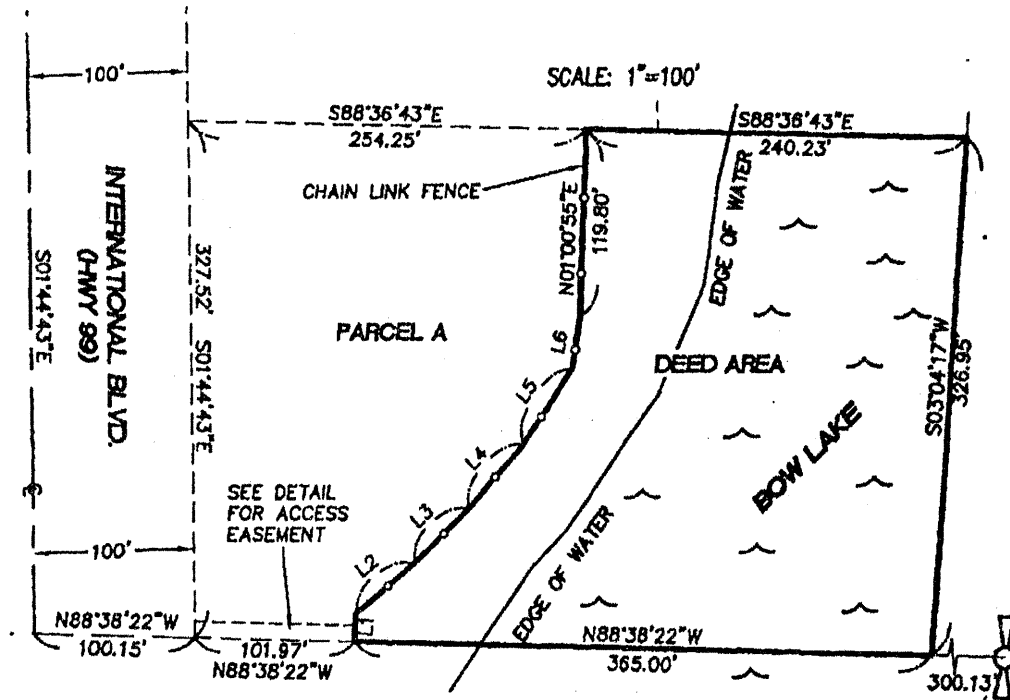
MFG/jlg

I/25908/docs-rpts/legal/stamped_mfg011705

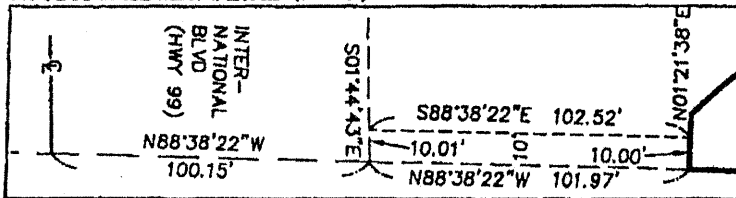
EXHIBIT E-2

EXHIBIT E2

ACCESS EASEMENT



ACCESS EASEMENT DETAIL (r = 50')



CALCULATED EAST QUARTER CORNER SEC. 33 T23N R4E

Apex

Engineering

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599

THE BOUNDARIES SHOWN HEREON ARE PER RECORD DATA ONLY. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

APEX JOB NO. 25908

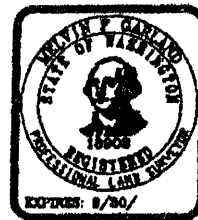


EXHIBIT E-3

January 17, 2005
File #25908/2

EXHIBIT E3

ACCESS EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND LYING WITHIN THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 300 FEET OF SAID SUBDIVISION;
THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 88°38'22" WEST 365.00 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 88°38'22" WEST 101.97 FEET, TO THE EASTERLY MARGIN OF INTERNATIONAL BOULEVARD, ALSO KNOWN AS STATE HIGHWAY 99;
THENCE NORTH 01°44'43" WEST, ALONG SAID MARGIN, 10.01 FEET;
THENCE SOUTH 88°38'22" EAST 102.52 FEET;
THENCE SOUTH 01°21'38" WEST 10.00 FEET TO THE POINT OF BEGINNING.

MFG/jlg

V25908/docs-rpts/legal/stamped_mfg011705

AFTER RECORDING RETURN TO:

Davis Wright Tremaine
1201 Third Avenue, Suite 2200
Seattle, WA 98101
Attn: Matthew D. Le Master



20100427000297

CITY OF SEATAC WD
PAGE-001 OF 006 67.00
04/27/2010 10:17
KING COUNTY, WA

E2438352

04/27/2010 10:17
KING COUNTY, WA
TAX \$10.00
SALE \$0.00

PAGE-001 OF 001

SPECIAL WARRANTY DEED

Grantor:	INTERNATIONAL BOULEVARD LLC
Grantee:	CITY OF SEATAC
Legal Description:	Prth of S½, S½, SE¼, SE¼, NE¼, Sec. 33, Twn. 23 N, Rng. 4 E, Willamette Meridian
Assessor's Tax Parcel ID Number:	Additional Legal(s) on Exhibit A 332304-9207 332304-9147


THE GRANTOR, International Boulevard LLC, a Washington limited liability company, for and in consideration of Ten Dollars (\$10.00), in hand paid, grants, bargains, sells, conveys and confirms to the City of SeaTac, a Washington municipal corporation, (the "Grantee"), the real estate situated in King County, Washington, more particularly described on Exhibit A attached hereto, SUBJECT TO all liens, charges, and encumbrances of record and to the encumbrances described on Exhibit B attached hereto.

The Grantor, for it and for its successors in interest, does by these presents expressly limit the covenants of this Deed of those herein expressed, and excludes all covenants arising or to arise by statutory or other implications, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

DATED this 17th day of June, 2009.

GRANTOR:

INTERNATIONAL BOULEVARD LLC

By 
Name Roger McCracken
Its MANAGER

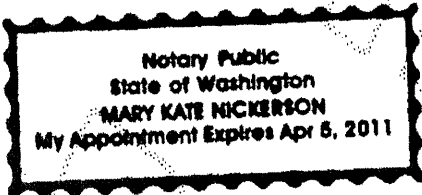
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 17th day of June, 2009, before me personally appeared Roger McCracken, to me known to be the Manager of the limited liability company that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.



Mary Kate Nickerson

[Notary's Name]

Print name: MARY KATE NICKERSON

NOTARY PUBLIC in and for the State of

Washington, residing at 3448 72nd Ave SE Merc

My appointment expires 4.5.2011

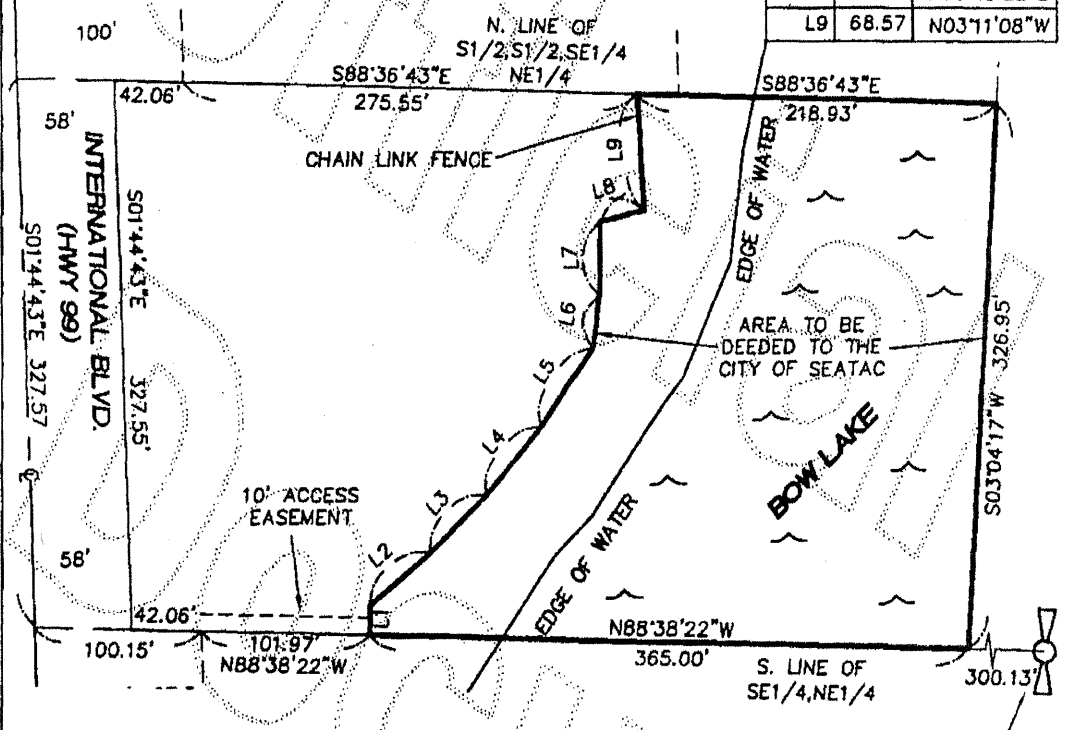
Document

EXHIBIT A

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.46	N01°21'38"E
L2	48.53	N48°52'36"E
L3	48.58	N44°22'31"E
L4	52.90	N40°07'19"E
L5	56.84	N33°09'20"E
L6	31.97	N07°12'22"E
L7	44.08	N01°00'55"E
L8	27.28	N75°43'22"E
L9	68.57	N03°11'08"W



SCALE: 1"=100'



CALCULATED EAST QUARTER CORNER SEC. 33 T23N R4E

Apex

Engineering

2601 South 35th, Suite 200
 Tacoma, Washington 98409-7479
 (253) 473-4484 FAX: (253) 473-0589

APEX JOB NO. 25908

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY LINE OF THAT PORTION OF PRIMARY STATE HIGHWAY NO. 1 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 361662, AND RECORDED UNDER RECORDING NUMBER 3476635;

EXCEPT THE EAST 300 FEET THEREOF;

AND EXCEPT THAT PORTION LYING WEST OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 300 FEET OF SAID SUBDIVISION; THENCE NORTH 88°38'22" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 365.00 FEET TO THE POINT OF BEGINNING OF FOLLOWING DESCRIBED LINE;
THENCE NORTH 01°21'38" EAST, 17.46 FEET;
THENCE NORTH 48°52'36" EAST, 48.53 FEET;
THENCE NORTH 44°22'31" EAST, 48.58 FEET;
THENCE NORTH 40°07'19" EAST, 52.90 FEET;
THENCE NORTH 33°09'20" EAST, 56.84 FEET;
THENCE NORTH 07°12'22" EAST, 31.97 FEET;
THENCE NORTH 01°00'55" EAST, 44.08 FEET;
THENCE NORTH 75°43'22" EAST, 27.28 FEET;
THENCE NORTH 03°11'08" WEST, 68.57 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION.

MELVIN F. GARLAND, P.L.S.
WASHINGTON STATE REGISTRATION NO. 18902

APEX ENGINEERING, PLLC
2601 SOUTH 35TH ST. SUITE 200
TACOMA, WASHINGTON 98409
TELEPHONE: (253) 473-4494
FAX: (253) 473-0599

EXHIBIT B

The property described on Exhibit A (the "Property") is subject to the following encumbrances:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed bylaw, and not shown by the Public Records.
5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
7. Unpatented mining claims, and all rights relating thereto; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
8. Water rights, claims or title to water.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered.
10. General and special taxes and charges for the fiscal year 2007-2008, a lien not yet due or payable.
11. Agreement and the terms and conditions thereof between City of SeaTac, a municipal corporation and International Boulevard LLC, a Washington limited liability company recorded September 9, 2005, recording number 20050909001542.

12. Amendment #1 to Development Agreement between City of SeaTac, a municipal corporation and International Boulevard LLC, a Washington limited liability company recorded April 25, 2008, recording number 20080425001720.

13. Right of the state of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of Bow Lake.

14. Any prohibition or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

15. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

16. Unrecorded leases or periodic tenancies, if any.

17. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded or unrecorded plat or survey.

18. Any state of facts an accurate survey or inspection of the premises would show.

SE 2260541 v1
(44077.0003)

DWT 12976683v2 0088417-000003

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3672

TITLE: An Ordinance amending Sections 7.40.020 and 7.40.060 of the SeaTac Municipal Code related to Garbage Regulations.

January 22, 2015

Ordinance Resolution Motion Info. Only Other

Date Council Action Requested: RCM 2/10/15

Ord/Res Exhibits:

Review Dates: CSS 1/27/15

Prepared By: T. Gut, Public Works Director

Director:

[Signature]

City Attorney:

Mary Muraute Bartolo

Finance:

N/A

BARS #:

N/A

City Manager:

[Signature] TADO CUTTS

Applicable Fund Name: N/A

[Handwritten initials]

SUMMARY: The proposed Ordinance amends two sections in the SeaTac Municipal Code related to garbage regulations, by amending the definition of “person” and clarifying that only the City’s contracted provider is authorized to collect garbage in the City.

DISCUSSION / ANALYSIS / ISSUES: Under state law, the City is responsible for collecting, hauling and disposing of solid waste. As articulated in the SeaTac Municipal Code, the purpose of the City’s solid waste regulations “is to protect the public health, safety, and general welfare through the establishment of a uniform system of garbage collection, processing, transportation, and disposal throughout the City”. To achieve that purpose, the code requires that garbage collection and haul in the City is to be performed by the City’s contracted service. In 2013, the City entered into a contract with Recology/Cleanscapes to be the sole provider to collect and haul garbage in the City. Notwithstanding the provisions of our City Code, a different provider is performing collection and haul service in the City under contract with the Federal Detention Center (FDC). Despite staff efforts to assist with a transition to the City’s exclusive contractor, the FDC believes that their federal status trumps our Code.

Staff understands that the FDC’s existing contract expires in March, 2015. However, the FDC has advised that they intend to bid another garbage collection/haul contract, despite clear Federal statutory and case law that dictates that they must follow City regulations with regard to garbage collection services, including the requirement to use the City’s contractor. During a discussion between the City’s and FDC’s attorneys, the FDC’s counsel opined that the City’s garbage regulations may not apply to the FDC due to a definition in our Code. Rather than debate the merits of that opinion, Staff believes that it is appropriate to amend the definition in order to clarify that our garbage regulations apply to all properties in the City, including the FDC.

Therefore, the proposed Ordinance amends two specific sections of the SeaTac Municipal Code. First, SMC 7.40.020 is amended, to revise the definition of “person.” The proposed definition makes it very clear that a government agency is included in the definition of “person.” Second, SMC 7.40.060 is amended to clarify that the City’s contractor is the sole collector of garbage in the City. In addition to making this clarification, this amendment also clarifies the contractor’s ability to collect recyclables and yard debris to ensure that it conforms to State law.

Staff is in the process of reviewing this Chapter of the Municipal Code. Due to the timing of the FDC’s

contract status, it is appropriate to address this issue immediately.

RECOMMENDATION(S): It is recommended that the Ordinance be adopted.

FISCAL IMPACT: None.

ALTERNATIVE(S): Do not adopt the Ordinance.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Sections 7.40.020 and 7.40.060 of the SeaTac Municipal Code related to Garbage Regulations.

WHEREAS, it is appropriate to amend the definition of “person” in Section 7.40.020 of the SeaTac Municipal Code to clarify that the City’s garbage regulations are applicable to all entities, including government agencies; and

WHEREAS, it is appropriate to amend Section 7.40.060 of the SeaTac Municipal Code to clarify that the City’s contractor has the exclusive right to collect garbage in the City;

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

Section 1. Section 7.40.020 of the SeaTac Municipal Code is hereby amended to read as follows:

7.40.020 Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

“City” means the City of SeaTac, Washington.

“Collection contractor” or “contractor” means that entity holding a valid current contract with the City to collect and dispose of garbage, recyclables, and yard debris from within the City.

“Container” means a can, cart, detachable container or drop box container as described herein for the purpose of storing garbage, yard debris, recyclables or construction/demolition debris.

“Detachable container” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

“Director” means the City of SeaTac Public Works Director, or designee.

“Drop box container” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the customer’s site.

“Dwelling unit” means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation for not more than one (1) family.

“Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities. “Garbage” does not include hazardous wastes, special wastes, source-separated recyclables, or yard debris.

“Garbage can” means a City-approved contractor or customer provided twenty (20) or thirty-two (32) gallon container that is a water-tight galvanized sheet-metal or plastic container. The twenty (20) gallon container shall not exceed two and a half (2.5) cubic feet or twenty (20) gallons in capacity; weighing not over nine (9) pounds when empty or thirty-one (31) pounds when full; the thirty-two (32) gallon container shall not exceed four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or fifty (50) pounds when full; containers shall be fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle or one (1) sturdy looped handle for a container with wheels.

“Garbage cart” means a contractor-provided sixty-four (64) or ninety-six (96) gallon wheeled cart suitable for household collection, storage and curbside placement of garbage.

“Garbage unit” means secure and tight bundles, none of which shall exceed three (3) feet in the longest dimension, and shall not exceed fifty (50) pounds in weight. A “garbage unit” may be packed in small discarded boxes, barrels or bags, or in securely tight cartons or other receptacles reasonably easy to be handled and loaded by one person onto a collection vehicle. A garbage can may be a “garbage unit.”

“Hazardous waste” means any substance that is:

1. Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

2. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

3. Any other substance that comes within the scope of this definition as determined by the Director.

“Mixed paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging and other fiber-based materials meeting industry standards.

Mixed paper shall not include tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic wax or foil.

“Multi-family complex” means a multiple-unit residence with four (4) or more attached or unattached units billed collectively.

“Person” means an individual, business, firm, association, partnership, political subdivision, government agency, district, municipality, public or private corporation, or any other entity whatsoever. ~~every person, firm, partnership, association, institution or corporation in the City accumulating garbage refuse requiring disposal.~~ The term shall also mean the occupant and/or the owner of the premises for which service herein mentioned is rendered.

“Recyclables” means newspaper, corrugated cardboard, mixed paper, aluminum cans, glass containers, recyclable plastic containers that have contained nonhazardous products, polycoated cartons, tin cans, scrap metal, and such other materials that the City and contractor determine to be recyclable.

“Recycling cart” means a contractor-provided thirty-five (35), sixty-four (64) or ninety-six (96) gallon wheeled cart suitable for household collection, storage and curbside placement of source-separated recyclables.

“Residence” means a living space individually rented, leased or owned.

“Rubbish” means all discarded nonputrescible waste matter.

“Scrap metal” means ferrous and nonferrous metals not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece.

“Source-separated” means certain reclaimable materials that are separated from garbage by the generator for recycling or reuse, including, but not limited to recyclables, yard debris and other materials.

“Special waste” means polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

“Yard debris” means leaves, grass and clippings of woody, as well as fleshy plants and unflocked whole Christmas trees cut in four (4) foot sections. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded.

“Yard debris cart” means a contractor-provided ninety-six (96) gallon wheeled cart provided for the purpose of containing and collecting yard debris.

Section 2. Section 7.40.060 of the SeaTac Municipal Code is hereby amended to read as follows:

7.40.060 Collection restrictions.

A. The contractor shall have the exclusive right to collect all garbage in the City. The contractor shall also have the exclusive right to collect, recyclables, and yard debris placed in containers owned by the contractor or set out for curbside collection, including materials placed in contractor or customer containers within the City. It shall be unlawful for any person, other than the City or the contractor, to:

1. Remove or collect garbage in the City that has been set out for collection either curbside or at an approved point of collection;

2. Remove or collect recyclables and/or yard debris in the City that is placed in containers owned by the contractor and set out for collection either curbside or at an approved point of collection;

B. The contractor shall not have the exclusive right to collect construction/demolition materials meeting the current or future industry content criteria for recyclable construction/demolition materials being recycled by any person. In order for a person to recycle construction/demolition materials, the site must be served by an appropriately sized garbage container, which shall be used for the disposal of all garbage and construction/demolition material that is not being recycled.

C. The provisions of the section shall not apply to:

1. Garbage, recyclables or yard debris self-hauled by the generator;

2. Construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business;

3. Yard debris generated and hauled by private landscaping services.

Section 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 4. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2015, and signed in authentication thereof on this _____ day of _____, 2015.

CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[Amend Garbage Code]

6. PRESENTATIONS – INFORMATION ONLY:

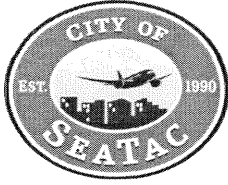
- **Quarterly Public Safety Statistics** (*total time: 10 minutes / presentation time: 5 minutes*)

By: SeaTac Police Chief Lisa Mulligan

RCM PRESENTATIONS:

- **Council consideration and confirmation of the Mayoral appointment of Lawrence Pitre as an alternate to the Human Services Advisory Committee** (*total time: 5 minutes*)

By: Mayor Mia Gregerson



MEMORANDUM

Date: January 23, 2015
To: City of SeaTac Mayor and Council
From: Kristina Gregg, City Clerk *MG*
Subject: Consideration and Confirmation of Appointments

Please be advised that the Mayor has selected the following individual who she feels is best qualified to serve as a member of the Human Services Advisory Committee. The appointment is being presented at the January 27, 2015 Regular Council Meeting for your consideration and confirmation.

Appointment:

Human Services Advisory Committee:

- Lawrence Pitre to be appointed as an alternate member

Attachment: Application

Cc: Human Services Program Manager Colleen Brandt-Schluter



City of SeaTac

Citizen Advisory Committee

Application for Appointment

CITY OF SEATAC
RECEIVED

AUG 14 2014

TIME: _____
CITY CLERK'S OFFICE

Applications are retained in the City Clerk's Office for one year from the date they are received.

I wish to be considered for appointment to the following committee:

- (1) Human Services Advisory Committee Senior Citizen Advisory Committee (ages 55 and over)
 Library Advisory Committee Tree Board
- (2) Planning Commission
 Other: _____

If interested in more than one committee, please indicate your order of preference by numbering (i.e. 1, 2, 3).

Name: LAWRENCE C. PITRE
Address: 14246-28th Ave SW Phone: (206) 947-0984
City: SEATAC State: WA Zip: 98168
E-mail Address: LYCCP4@COMCAST.NET

Are you a SeaTac resident? Yes No

If student, please state grade: _____

Present Employer: VETERANS BENEFITS ADMINISTRATION
Address: 915-2ND AVE Phone: 206.341-9536
City: SEATTLE State: WA Zip: 98174

Date available for appointment to a committee: 9/8/14

Can you attend: Evening meetings? Yes No Daytime meetings? Yes No

Approximately how many hours each month can you devote to City business? 10-15 or More

Attach an additional page, if needed for any of the following information:

Have you previously served or are you currently on one of the committees listed above? Yes No
If yes, please explain: _____

Professional and/or Community Activities: LOCAL ARTIST, VOLUNTEER AS A HEAD COACH FOR LITTLE LEAGUE FOOTBALL

Please share your experiences/qualifications that relate to this committee and why you would like to be involved: SUPERVISED, TRAINED AND MANAGED WORKFLOW & PERFORMANCE LEVELS. CONDUCTED & REVIEWED AUDIT FINDINGS AND PROVIDED RECOMMENDATIONS TO LOCAL AND AGENCY MANAGEMENT REGARDING COMPLAINTS, TRAINING, AGENCY GOALS. IN ADDITION, PREPARED WRITTEN AND ORAL REPORTS FOR ADMIN & UPPER MANAGEMENT.

(continued on back side)

Human Services Advisory Committee, Library Advisory Committee or Planning Commission Applicants:

Do you own or operate a business entity located within the City of SeaTac? Yes No

Are you employed by a business entity located within the City of SeaTac? Yes No

Business Name: _____

Business Address: _____

Senior Citizen Advisory Committee Applicants:

Are you at least fifty-five (55) years of age? Yes No

Please list the days/evenings/times that would be most convenient for you to come to City Hall for an interview: Mon-Friday After 4:30pm

If recommended, by whom: PAM FERNALD

Please return this form to:

City of SeaTac
City Clerk's Office
4800 South 188th Street
SeaTac, WA 98188-8605
206.973.4660

***Be advised, if you are selected for a committee you will be subject to a background investigation.**

Citizen Advisory Committee Applications are subject to public disclosure laws of the State of Washington (RCW.42.56), and if requested will be provided in its entirety.

I hereby certify that this application contains no willful misrepresentations and that the information is true and correct to the best of my knowledge.

Signature: Lorraine Pette Date: 12 Aug 2014

The City of SeaTac is an Equal Opportunity Employer

For office use only:

Date Interviewed: 10/14/14 Committee: Human Services

Date Appointed: _____

Date Interviewed: _____ Committee: _____

Date Appointed: _____

Date Interviewed: _____ Committee: _____

Date Appointed: _____

Background Check: _____ Passed _____ Failed _____ Date Passed/Failed: _____

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Legal

Agenda Bill #: 3671

TITLE: A Resolution expressing City Council support for Highline School District Proposition No. 1-- Replacement of Expiring Educational Programs and Operation Levy, and Proposition No. 2--Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools, both to be presented to the electorate on February 10, 2015.

January 23, 2015	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 01/27/2015</u>	
Ord/Res Exhibits: _____	
Review Dates: _____	
Prepared By: <u>Mark S. Johnsen, Senior Assistant City Attorney</u>	
Director: _____	City Attorney: <u>Mary Mucante Bartolo</u>
Finance: <u>N/A</u>	BARS #: <u>N/A</u>
City Manager: <u>Gene M. Nadel for TODD COITS</u>	Applicable Fund Name: <u>N/A</u>

SUMMARY: Highline School District Propositions No. 1 and No. 2 will be presented to the electorate on February 10, 2015. The attached Resolution, as presented, expresses the Council collective decision to support both Propositions.

DISCUSSION / ANALYSIS / ISSUES: Highline School District Proposition No. 1 is a levy measure with a stated purpose of supporting educational programs and operation expenses, including instruction, safety, materials and facility maintenance and operations. The ballot title and description for the proposition is as follows:

Highline School District Proposition No. 1--Replacement of Expiring Educational Programs and Operation Levy.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 14-14, concerning a proposition for a replacement levy for education. This proposition would authorize the District to meet the educational needs of students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of educational programs and operation expenses, including instruction, safety, materials and facility maintenance and operations:

<u>Collection Year</u>	<u>Assessed Value</u>	<u>Levy Amount</u>
2016	\$4.22	\$55,454,000
2017	\$4.43	\$60,788,000
2018	\$4.55	\$64,681,000

all as provided in Resolution No. 14-14. Should this proposition be approved? Yes [] No [];

Highline School District Proposition No. 2 is a bond measure with a stated purpose of relieving overcrowding and replacing deteriorating, outdated schools within the District. The proceeds from the

bond measure will rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at the Zenith site, make improvements at the Evergreen and Tyee Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements. The ballot title and description for the proposition is as follows:

Highline School District Proposition No. 2—Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 15-14, concerning a proposition to relieve overcrowding and replace deteriorating, outdated schools. This proposition would authorize the District to: rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at Evergreen and Tyee Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements; issue no more than \$376,033,461 of general obligation bonds maturing within 21 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 15-14. Should this proposition be: Approved [] Rejected [];

RCW 42.17A.555 prohibits the use of city facilities to assist in promotion of or opposition to any ballot proposition. However, RCW 42.17A.555 (1) allows the Council to adopt a Resolution in support of or opposition to a ballot proposition if certain mandatory procedural steps are taken, including providing notice that the Council will discuss taking a collective position regarding the ballot measure, and providing an opportunity for public comment prior to Council action with persons wishing to express and opposing view being afforded an approximate equal opportunity to speak. Therefore, public comments will be solicited for the January 27, 2015 Council Meeting.

RECOMMENDATION(S): No staff recommendation is made as this is solely a Council decision.

FISCAL IMPACT: Adoption of the Resolution will not have a fiscal impact to the City.

ALTERNATIVE(S):

- 1) Do not adopt the proposed Resolution (take no action);
- 2) Adopt a Resolution in opposition to one or both Propositions.

ATTACHMENTS:

- 1) Public Comment Notices.
- 2) Highline School District Board Resolution 14-14.
- 3) Highline School District Board Resolution 15-14.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington expressing City Council support for Highline School District Proposition No. 1--Replacement of Expiring Educational Programs and Operation Levy, and Proposition No. 2--Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools, both to be presented to the electorate on February 10, 2015.

WHEREAS, Highline School District Proposition No. 1 will be presented to the voters in the Highline School District at the special election on February 10, 2015, with the following official Ballot Title and Description:

Highline School District Proposition No. 1--Replacement of Expiring Educational Programs and Operation Levy.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 14-14, concerning a proposition for a replacement levy for education. This proposition would authorize the District to meet the educational needs of students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of educational programs and operation expenses, including instruction, safety, materials and facility maintenance and operations:

<u>Collection Year</u>	<u>Approximate Levy Rate/\$1,000</u>	<u>Assessed Value</u>	<u>Levy Amount</u>
2016	\$4.22		\$55,454,000
2017	\$4.43		\$60,788,000
2018	\$4.55		\$64,681,000

all as provided in Resolution No. 14-14. Should this proposition be approved?
Yes [] No []; and

WHEREAS, Highline School District Proposition No. 2 will be presented to the voters in the Highline School District at the special election on February 10, 2015, with the following official Ballot Title and Description:

Highline School District Proposition No. 2—Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 15-14, concerning a proposition to relieve overcrowding and replace deteriorating, outdated schools. This proposition would authorize the District to: rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at Evergreen and Tyee Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements; issue no more than \$376,033,461 of general obligation bonds maturing within 21 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 15-14. Should this proposition be: Approved [] Rejected []; and

WHEREAS, in accordance with RCW 42.17A.555, notice to comment was provided;

and

WHEREAS, public statements and comments were received by the Council; and

WHEREAS, the Council finds that an expression of support for both Highline School District Propositions is appropriate;

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

1. The City Council of the City of SeaTac expresses its support for both Highline School District Proposition No. 1 and Proposition No. 2, which will be presented to the electorate on February 10, 2015.

PASSED this _____ day of _____, 2015 and signed in authentication thereof on this _____ day of _____, 2015.

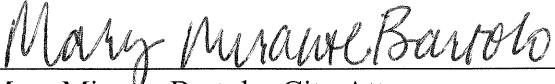
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Resolution regarding HSD Prop 1 & 2]



CITY OF SEATAC

PUBLIC COMMENT NOTICE



NOTICE IS HEREBY GIVEN THAT THE SEATAC CITY COUNCIL WILL SEEK PUBLIC COMMENT ON **JANUARY 27, 2015** AT 6:30 PM AT THE SEATAC CITY HALL COUNCIL CHAMBERS, 4800 SOUTH 188TH STREET. THE CITY COUNCIL IS CONSIDERING TAKING A COLLECTIVE POSITION ON THE BALLOT MEASURE IDENTIFIED BELOW, THAT WILL BE PRESENTED TO THE ELECTORATE DURING THE SPECIAL ELECTION ON FEBRUARY 10, 2015.

Highline School District Proposition No. 1--Replacement of Expiring Educational Programs and Operation Levy.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 14-14, concerning a proposition for a replacement levy for education. This proposition would authorize the District to meet the educational needs of students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of educational programs and operation expenses, including instruction, safety, materials and facility maintenance and operations:

<u>Collection Year</u>	<u>Assessed Value</u>	<u>Levy Amount</u>
2016	\$4.22	\$55,454,000
2017	\$4.43	\$60,788,000
2018	\$4.55	\$64,681,000

all as provided in Resolution No. 14-14. Should this proposition be approved? Yes [] No [];

Any and all interested persons are invited to be present to voice approval, disapproval or opinions on whether the City Council should take a collective position on this ballot measure.

Note: RCW 42.17A.555 prohibits the use of city facilities to assist in promotion of or opposition to any ballot proposition. However, RCW 42.17A.555 (1) allows the City Council to adopt a Resolution in support of or in opposition to a ballot proposition if certain mandatory procedural steps are taken, including providing notice that the Council will discuss taking a collective position regarding the ballot measure, providing an opportunity for public comment, and allowing persons an approximately equal opportunity for the expression of an opposing view prior to Council action. The purpose of this notice is to comply with the provisions of RCW 42.17A.555.



CITY OF SEATAC

PUBLIC COMMENT NOTICE



NOTICE IS HEREBY GIVEN THAT THE SEATAC CITY COUNCIL WILL SEEK PUBLIC COMMENT ON **JANUARY 27, 2015** AT 6:30 PM AT THE SEATAC CITY HALL COUNCIL CHAMBERS, 4800 SOUTH 188TH STREET. THE CITY COUNCIL IS CONSIDERING TAKING A COLLECTIVE POSITION ON THE BALLOT MEASURE IDENTIFIED BELOW, THAT WILL BE PRESENTED TO THE ELECTORATE DURING THE SPECIAL ELECTION ON FEBRUARY 10, 2015.

Highline School District Proposition No. 2—Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 15-14, concerning a proposition to relieve overcrowding and replace deteriorating, outdated schools. This proposition would authorize the District to: rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at Evergreen and Tye Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements; issue no more than \$376,033,461 of general obligation bonds maturing within 21 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 15-14. Should this proposition be: Approved [] Rejected [];

Any and all interested persons are invited to be present to voice approval, disapproval or opinions on whether the City Council should take a collective position on this ballot measure.

Note: RCW 42.17A.555 prohibits the use of city facilities to assist in promotion of or opposition to any ballot proposition. However, RCW 42.17A.555 (1) allows the City Council to adopt a Resolution in support of or in opposition to a ballot proposition if certain mandatory procedural steps are taken, including providing notice that the Council will discuss taking a collective position regarding the ballot measure, providing an opportunity for public comment, and allowing persons an approximately equal opportunity for the expression of an opposing view prior to Council action. The purpose of this notice is to comply with the provisions of RCW 42.17A.555.

HIGHLINE SCHOOL DISTRICT NO. 401
KING COUNTY, WASHINGTON
(HIGHLINE PUBLIC SCHOOLS)

PROPOSITION 1 - REPLACEMENT OF EXPIRING EDUCATIONAL
PROGRAMS AND OPERATION LEVY

RESOLUTION NO. 14-14

A RESOLUTION of the Board of Directors of Highline School District No. 401, King County, Washington, providing for the submission to the voters of the District at a special election to be held therein on February 10, 2015, of a proposition authorizing a tax levy to be made annually for three years commencing in 2015 for collection in 2016 on all of the taxable property within the District of \$55,454,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.22 per \$1,000 of assessed value (such assessed value representing 100% of true and fair value unless specifically provided otherwise by law), in 2016 for collection in 2017 of \$60,788,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.43 per \$1,000 of assessed value, and in 2017 for collection in 2018 of \$64,681,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.55 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval, for the District's General Fund, the proceeds of such levies to be used for support of the District's educational programs and operation expenses, all as more particularly set forth herein; designating the District's Chief of Staff and Finance and special counsel to receive notice of the ballot title from the Director of Records and Elections of King County, Washington; repealing Resolution No. 13-14; and providing for other matters properly related thereto, all as more particularly set forth herein.

ADOPTED: DECEMBER 17, 2014

This document prepared by:

*FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-5339*

ATTACHMENT 2

HIGHLINE SCHOOL DISTRICT NO. 401
KING COUNTY, WASHINGTON
(HIGHLINE PUBLIC SCHOOLS)

RESOLUTION NO. 14-14

A RESOLUTION of the Board of Directors of Highline School District No. 401, King County, Washington, providing for the submission to the voters of the District at a special election to be held therein on February 10, 2015, of a proposition authorizing a tax levy to be made annually for three years commencing in 2015 for collection in 2016 on all of the taxable property within the District of \$55,454,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.22 per \$1,000 of assessed value (such assessed value representing 100% of true and fair value unless specifically provided otherwise by law), in 2016 for collection in 2017 of \$60,788,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.43 per \$1,000 of assessed value, and in 2017 for collection in 2018 of \$64,681,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.55 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval, for the District's General Fund, the proceeds of such levies to be used for support of the District's educational programs and operation expenses, all as more particularly set forth herein; designating the District's Chief of Staff and Finance and special counsel to receive notice of the ballot title from the Director of Records and Elections of King County, Washington; repealing Resolution No. 13-14; and providing for other matters properly related thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HIGHLINE SCHOOL DISTRICT NO. 401, KING COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Highline School District No. 401, King County, Washington (the "District"), takes note of the following facts and hereby makes the following findings and determinations:

(a) Calendar year 2015 is the last year of collection of the District's current four-year General Fund educational programs and operation tax levy, which was authorized pursuant to Resolution No. 2444, adopted by the Board on October 13, 2010, and a special election held and conducted within the District on February 8, 2011.

(b) With the expiration of the District's current four-year General Fund educational programs and operation tax levy, it appears certain that the money which will be available for the General Fund for the school years 2015-2016, 2016-2017, 2017-2018 and 2018-2019 will be insufficient to permit the District to meet the educational needs of its students and support the District's educational programs and operation by paying general expenses thereof, all as more particularly set forth in Section 3 of this resolution, during such school years, and that it is necessary that a replacement excess tax levy of \$55,454,000 be made in 2015 for collection in 2016,

\$60,788,000 be made in 2016 for collection in 2017, and \$64,681,000 be made in 2017 for collection in 2018, for the District's General Fund to provide the money required to meet those expenses.

(c) The District's proposed three-year General Fund educational programs and operation tax levy authorized in this resolution provides for approximately the same purpose as the District's expiring four-year General Fund educational programs and operation tax levy.

(d) The District is authorized pursuant to Article VII, Section 2(a) of the Washington Constitution and Revised Code of Washington ("RCW") 84.52.053 to submit to the District's voters at a special election, for their approval or rejection, the proposition of whether the District shall levy excess property taxes for support of the District's educational programs and operation expenses.

Section 2. Calling of Election. The Director of Records and Elections of King County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), is requested to call and conduct a special election in the District in the manner provided by law to be held therein on February 10, 2015, for the purpose of submitting to the District's voters, for their approval or rejection, the proposition of whether a replacement General Fund educational programs and operation tax levy shall be made annually for three years commencing in 2015 for collection in 2016 on all of the taxable property within the District of \$55,454,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.22 per \$1,000 of assessed value (such assessed value representing 100% of true and fair value unless specifically provided otherwise by law), in 2016 for collection in 2017 of \$60,788,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.43 per \$1,000 of assessed value, and in 2017 for collection in 2018 of \$64,681,000, the estimated dollar rate of tax levy required to produce such an amount being \$4.55 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval. The exact tax levy rate may be adjusted based upon the actual assessed value of the taxable property within the District at the time of the levy.

Section 3. Use of Levy Proceeds. If the proposition authorized by this resolution is approved by the requisite number of voters, the District will be authorized to levy excess property taxes and use the proceeds of such levies to meet the educational needs of its students and support the District's educational programs and operation by paying general expenses thereof, including, but not limited to, expenses of instruction, safety, materials and facility maintenance and operations, during the school years 2015-2016, 2016-2017, 2017-2018 and 2018-2019, all as may be authorized by law and deemed necessary by the Board. Pending the receipt of those taxes, the District may issue short-term obligations pursuant to chapter 39.50 RCW or contract indebtedness pursuant to RCW 28A.530.080. Upon receipt, the District may use those taxes to repay such short-term obligations or indebtedness, all as may be authorized by law and deemed necessary and advisable by the Board.

Section 4. Form of Ballot Title. Pursuant to RCW 29A.36.071, the King County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

HIGHLINE SCHOOL DISTRICT NO. 401
(HIGHLINE PUBLIC SCHOOLS)

REPLACEMENT OF EXPIRING EDUCATIONAL
PROGRAMS AND OPERATION LEVY

The Board of Directors of Highline School District No. 401 adopted Resolution No. 14-14, concerning a proposition for a replacement levy for education. This proposition would authorize the District to meet the educational needs of students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of educational programs and operation expenses, including instruction, safety, materials and facility maintenance and operations:

<u>Collection Year</u>	<u>Approximate Levy Rate/\$1,000 Assessed Value</u>	<u>Levy Amount</u>
2016	\$4.22	\$55,454,000
2017	\$4.43	\$60,788,000
2018	\$4.55	\$64,681,000

all as provided in Resolution No. 14-14. Should this proposition be approved?

LEVY ... YES

LEVY ... NO

Section 5. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary to the Board (the "Secretary") or her designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 26, 2014; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition of whether the District shall levy excess property taxes for support of the District's educational programs and operation expenses.

Section 6. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates the (a) District's Chief of Staff and Finance (Duggan Harman), telephone: 206.631.3078; fax: 206.433.2351; email: duggan.harman@highlineschools.org; and (b) special counsel, Foster Pepper PLLC (Jim McNeill), telephone: 206.447.5339; fax 800.533.2284; email: mcnej@foster.com, as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, deemed necessary by the Auditor or the King County Prosecuting Attorney.

Section 7. Resolution No. 13-14 Repealed. Resolution No. 13-14, adopted by the Board on December 3, 2014, is hereby repealed in its entirety and shall have no further force or effect.


Section 8. General Authorization and Ratification. The Secretary, the District's Chief of Staff and Finance, the President of the Board, other appropriate officers of the District and special counsel, Foster Pepper PLLC, are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects.

Section 9. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, or of the levy or collection of excess property taxes authorized herein.

Section 10. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Highline School District No. 401, King County, Washington, at a special open public meeting thereof, of which due notice was given as required by law, held this 17th day of December, 2014, the following Directors being present and voting in favor of the resolution.

HIGHLINE SCHOOL DISTRICT NO. 401
KING COUNTY, WASHINGTON



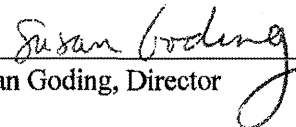
Michael D. Spear, President and Director

Tyrone Curry Sr., Vice President and Director



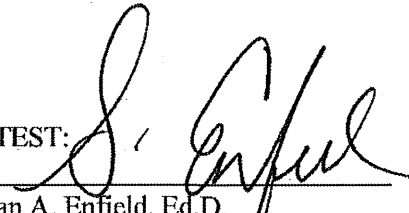
Angelica Alvarez, Director

Bernie Dorsey, Director



Susan Goding, Director

ATTEST:



Susan A. Enfield, Ed.D.
Secretary to the Board of Directors

HIGHLINE SCHOOL DISTRICT NO. 401
KING COUNTY, WASHINGTON
(HIGHLINE PUBLIC SCHOOLS)

PROPOSITION 2 - BONDS TO CONSTRUCT NEW SCHOOLS AND REPLACE
AND RENOVATE DETERIORATING SCHOOLS

RESOLUTION NO. 15-14

A RESOLUTION of the Board of Directors of Highline School District No. 401, King County, Washington, providing for the submission to the voters of the District at a special election to be held on February 10, 2015, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$376,033,461, for the purpose of paying costs of rebuilding Highline High School, constructing two new middle schools, constructing a new Des Moines Elementary School at Zenith, making critical improvements at the Evergreen and Tyee Campuses, and making District-wide health, safety, security, arts, technology, and other capital improvements, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the District's Chief of Staff and Finance and bond counsel to receive notice of the ballot title from the Director of Records and Elections of King County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief of Staff and Finance as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

ADOPTED: DECEMBER 17, 2014

This document prepared by:

*FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-5339*

HIGHLINE SCHOOL DISTRICT NO. 401
KING COUNTY, WASHINGTON
(HIGHLINE PUBLIC SCHOOLS)

RESOLUTION NO. 15-14

A RESOLUTION of the Board of Directors of Highline School District No. 401, King County, Washington, providing for the submission to the voters of the District at a special election to be held on February 10, 2015, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$376,033,461, for the purpose of paying costs of rebuilding Highline High School, constructing two new middle schools, constructing a new Des Moines Elementary School at Zenith, making critical improvements at the Evergreen and Tyee Campuses, and making District-wide health, safety, security, arts, technology, and other capital improvements, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the District's Chief of Staff and Finance and bond counsel to receive notice of the ballot title from the Director of Records and Elections of King County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief of Staff and Finance as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HIGHLINE SCHOOL DISTRICT NO. 401, KING COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Highline School District No. 401, King County, Washington (the "District"), takes note of the following facts and hereby makes the following findings and determinations:

(a) Overcrowding, deteriorating and educationally outdated infrastructure and schools, and the needs of our educational programs require that the District rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at the Evergreen and Tyee Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements, all as more particularly defined and described in Section 2 herein (collectively, the "Projects"). The Projects are urgently required to correct the existing conditions.

(b) The District lacks sufficient money with which to pay costs of the Projects.

(c) To pay costs of the Projects, it is necessary and advisable that the District issue and sell unlimited tax general obligation bonds in the principal amount of no more than \$376,033,461 (the "Bonds"), or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness or required to carry out and accomplish the Projects.

(d) The District is authorized pursuant to Article VII, Section 2(b) of the Washington Constitution and laws of the State of Washington, including Revised Code of Washington

("RCW") 28A.530.010, RCW 28A.530.020, RCW 39.36.050 and RCW 84.52.056, to submit to the District's voters at a special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

(e) The best interests of the District's students and other inhabitants require the District to carry out and accomplish the Projects as hereinafter provided.

Section 2. Description of Projects. The Projects to be paid for with proceeds of the Bonds, including interest earnings thereon ("Bond Proceeds"), are more particularly defined and described as follows:

(a) Rebuild Highline High School at or near the existing site, which shall include, but not be limited to, modernizing the Performing Arts Center, all as deemed necessary and advisable by the Board.

(b) Construct a new middle school at the Manhattan site, or other site to be determined by the Board, all as deemed necessary and advisable by the Board.

(c) Construct a new middle school at the Glacier site, or other site to be determined by the Board, all as deemed necessary and advisable by the Board.

(d) Construct a new Des Moines Elementary School at the Zenith site, all as deemed necessary and advisable by the Board.

(e) Make critical improvements at the Evergreen High School Campus and Tyee High School Campus, including, but not limited to: (1) acquiring, constructing and installing new and/or repair existing roofing systems; (2) acquiring, constructing, installing, renovating and equipping science and other educational portable classrooms; (3) upgrading and/or improving HVAC, mechanical, electrical, plumbing and window systems; (4) making energy efficiency improvements; (5) improving parking and interior and exterior finishes; (6) constructing a new multipurpose field at the Evergreen High School Campus; (7) making health, safety, security and infrastructure improvements; and (8) making other critical improvements, all as deemed necessary and advisable by the Board.

(f) Make District-wide health, safety, security, arts, technology, and other capital improvements, including, but not limited to: (1) relocating Big Picture School and other alternative educational programs to facilities and sites to be determined by the Board; (2) renovating Olympic Junior High School; (3) making critical improvements identified in the *Highline School District No. 401 Study and Survey, A Comprehensive Report of Existing School Facilities*, dated October 2008, as updated May 2013, prepared by Integrus Architecture, as further supplemented by District Facilities Services Staff, and not otherwise completed as provided herein, which are incorporated herein by this reference; (4) making arts improvements, including, but not limited to: (i) making infrastructure, lighting, technology and storage improvements; and (ii) acquiring and installing musical instruments and other major equipment for visual and performing arts programs; (5) making District-wide technology system improvements to enhance student learning, including, but not limited to: (i) acquiring, constructing and installing District-wide mobile/wireless classroom technology systems, equipment, infrastructure, hardware and wiring, and providing initial support

implementation and hardware for use of instructional technology; and (ii) acquiring and installing new District-wide software tools, classroom software, web-based tools for on-line learning, virtual course modules, instructional software for science, technology, engineering and math, and providing related training necessary to install and implement such software, tools and modules; and (6) making other District-wide health, safety, security, arts, technology, and other capital improvements, all as deemed necessary and advisable by the Board. The foregoing technology system improvements shall be part of the District's integrated technology systems and facilities.

(g) Acquire, construct and install all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in the foregoing, all as deemed necessary and advisable by the Board.

(h) Pay incidental costs incurred in connection with carrying out and accomplishing the Projects described above pursuant to RCW 39.46.070. Such incidental costs shall be deemed part of the Projects and shall include, but not be limited to: (1) costs related to the issuance, sale and delivery of the Bonds; (2) payments for fiscal and legal expenses; (3) costs of obtaining ratings and bond insurance; (4) costs of printing, advertising, establishing and funding accounts; (5) payment of interest due on the Bonds for up to six months after completion of construction; (6) necessary and related engineering, architectural, planning, consulting, inspection, permitting and testing costs; (7) administrative and relocation expenses; (8) site acquisition and improvement costs; (9) demolition costs; (10) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose such school facilities and/or building materials; (11) costs of on-site and off-site utilities and road improvements; and (12) costs of other similar activities or purposes, all as deemed necessary and advisable by the Board. The Projects, or any portion or portions thereof, shall be acquired or made insofar as is practicable with available Bond Proceeds, together with any other money of the District legally available therefor, and in such order of time as shall be deemed necessary and advisable by the Board. Subject to Section 6 of this resolution, the Board shall allocate the Bond Proceeds, together with any other money of the District legally available therefor, between the various parts of the Projects so as to accomplish, as near as may be, all of the Projects. The Board shall determine the exact order, extent and specifications for the Projects. The Projects are to be more fully described in the plans and specifications to be filed with the District.

Section 3. Calling of Election. The Director of Records and Elections of King County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), is requested to call and conduct a special election in the District, in the manner provided by law, to be held therein on February 10, 2015, for the purpose of submitting to the District's voters, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

If the proposition is approved by the requisite number of voters, the District will be authorized to issue, sell and deliver the Bonds in the manner described in this resolution, spend the Bond Proceeds to pay costs of the Projects, and levy annual excess property taxes to pay and retire the Bonds. The Bond Proceeds shall be used, either with or without additional money now available or hereafter available to the District, for capital purposes only, as permitted by law, which shall not include the replacement of equipment.

Section 4. Authorization to Issue the Bonds. The Bonds authorized may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, all as deemed necessary and advisable by the Board and as permitted by law. Further, the Bonds may be issued, as deemed necessary and advisable by the Board, as taxable bonds, tax-exempt bonds and/or any other type of tax credit bonds that are now or in the future may be authorized under applicable state and federal law, including, but not limited to, "build America bonds" or "qualified tax credit bonds" within the meaning of Section 54A(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code") (generically, "Tax Credit Bonds").

Each series of the Bonds shall be issued as fully registered bonds; shall bear interest payable as permitted by law; shall mature within 21 years from the date of issuance of such series of the Bonds (but may mature at an earlier date or dates as fixed by the Board); shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which each series of the Bonds are to be issued, all as deemed necessary and advisable by the Board and as permitted by law. The life of the Projects to be financed with the Bond Proceeds shall exceed the term of the respective series of Bonds that finance such Projects. The Board hereby authorizes and directs the Secretary to the Board (the "Secretary") and/or the District's Chief of Staff and Finance (the "Chief of Staff and Finance") to determine for each series of Bonds whether such series should be sold by negotiated or competitive sale, and with respect to such series of Bonds that are to be sold by competitive sale, to: (a) specify a date and time of sale of such Bonds; (b) give notice of that sale; (c) determine any bid requirements and criteria for determining the award of the bid; (d) provide for the use of an electronic bidding mechanism if the Secretary and/or Chief of Staff and Finance deems electronic bidding to be beneficial to the District; and (e) specify other matters in his or her determination necessary, appropriate or desirable to carry out the sale of the Bonds. Notwithstanding the foregoing, the amount, date, denominations, interest rates, payment dates, final maturity, redemption rights, price, and other terms and conditions of the Bonds (or parameters with respect thereto) shall be hereafter fixed by one or more resolutions of the Board authorizing the issuance, sale and delivery of such series of Bonds, which resolutions may delegate to a District officer or employee the authority to fix any of the foregoing, all as deemed necessary and advisable by the Board and as permitted by law.

Pending the issuance of any series of the Bonds, the District may issue short-term obligations pursuant to chapter 39.50 RCW (which may be issued as Tax Credit Bonds, if permitted under applicable law) to pay for any portion of the costs of the Projects. Such obligations may be paid or refunded with the Bond Proceeds.

If the District receives voter approval to issue the Bonds in the manner described in this resolution, the Board authorizes and directs the Secretary and/or the Chief of Staff and Finance to: (a) review and "deem final" (within the meaning of Rule 15c2-12 of the Securities and Exchange Commission), if necessary and upon such official's satisfaction, any preliminary official statement prepared in connection with the sale of each series of the Bonds by the District; (b) authorize the "deemed final" preliminary official statement to be distributed prior to the date

any underwriter or purchaser bids for, purchases, offers or sells each series of the Bonds; and (c) acknowledge in writing any action taken pursuant to clauses (a) and (b) of this paragraph.

Section 5. Intent to Reimburse. The Board declares that to the extent, prior to the date the Bonds, or other bonds or obligations (which includes the Bonds, or other bonds or obligations issued as tax-exempt bonds and/or Tax Credit Bonds) are issued to pay costs of the Projects, the District shall make capital expenditures for the Projects from money that is not (and is not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside by the District under its existing and reasonably foreseeable budgetary and financial circumstances to pay costs of the Projects, those capital expenditures are intended to be reimbursed out of the Bond Proceeds, or proceeds of other bonds or obligations, issued in an amount not to exceed the principal amount of the Bonds provided by this resolution.

Section 6. Sufficiency of Bond Proceeds. If Bond Proceeds are more than sufficient to carry out and accomplish the Projects (the "Excess Bond Proceeds"), and state or local circumstances require, the District may use the Excess Bond Proceeds to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020. In the event that the Bond Proceeds, together with any other money of the District legally available therefor, are insufficient to carry out and accomplish all of the Projects, the District shall use the Bond Proceeds and other available money for paying the cost of that portion of the Projects that is deemed by the Board most necessary and in the best interest of the District.

Section 7. Use of State Financing Assistance. It is anticipated that the District may receive some money from the State of Washington as state financing assistance under chapter 28A.525 RCW with respect to the Projects (the "State Financing Assistance"). The State Financing Assistance shall be used, when and in such amounts as it may become available, to carry out and accomplish the Projects. If the State Financing Assistance is more than sufficient to carry out and accomplish the Projects (the "Excess State Financing Assistance"), the District shall use the Excess State Financing Assistance to carry out and accomplish any other capital improvements identified in the District's 6-year Capital Facilities Improvement Plan, and not otherwise completed as provided herein, which are incorporated herein by this reference (collectively referred to herein as the "Excess State Financing Assistance Improvements"). The provisions of Section 2(g) and (h) of this resolution are incorporated herein by this reference and made a part of the Excess State Financing Assistance Improvements.

If the Excess State Financing Assistance is more than sufficient to carry out and accomplish the Excess State Financing Assistance Improvements (the "Remaining Excess State Financing Assistance"), and state or local circumstances require, the District may use the Remaining Excess State Financing Assistance to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District; or (c) provide for other purposes, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 8. Alteration of Expenditures. If the Board shall subsequently determine that state or local circumstances, including, but not limited to, changed conditions or needs, regulatory

considerations or incompatible development, should cause any alteration to the Projects or the Excess State Financing Assistance Improvements, the District shall not be required to accomplish the Projects or the Excess State Financing Assistance Improvements, and may apply the Bond Proceeds, State Financing Assistance or Excess State Financing Assistance (or any portion thereof) to: (a) other portions of the Projects or the Excess State Financing Assistance Improvements; (b) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (c) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 9. Form of Ballot Title. Pursuant to RCW 29A.36.071, the King County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 2

HIGHLINE SCHOOL DISTRICT NO. 401
(HIGHLINE PUBLIC SCHOOLS)

BONDS TO CONSTRUCT NEW SCHOOLS AND REPLACE
AND RENOVATE DETERIORATING SCHOOLS

The Board of Directors of Highline School District No. 401 adopted Resolution No. 15-14, concerning a proposition to relieve overcrowding and replace deteriorating, outdated schools. This proposition would authorize the District to: rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at Evergreen and Tye Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements; issue no more than \$376,033,461 of general obligation bonds maturing within 21 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 15-14. Should this proposition be:

Approved
Rejected

Section 10. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary or her designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 26, 2014; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

Section 11. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates the (a) Chief of Staff and Finance (Duggan Harman), telephone: 206.631.3078; fax: 206.433.2351; email: duggan.harman@highlineschools.org; and (b) bond counsel, Foster Pepper PLLC (Jim McNeill), telephone: 206.447.5339; fax 800.533.2284; email: mcnej@foster.com, as the individuals to

whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, deemed necessary by the Auditor or the King County Prosecuting Attorney.

Section 12. Authorization to Request Participation in Washington State School District Credit Enhancement Program Authorized. The Board hereby finds and determines that, if the District receives voter approval to issue the Bonds in the manner described in this resolution, it will be in the best interests of the District's taxpayers to request the State of Washington's guaranty for payment of the Bonds under chapter 39.98 RCW, the Washington State School District Credit Enhancement Program. Accordingly, the Board hereby requests the State Treasurer to issue a Certificate of Eligibility to the District pledging the full faith, credit, and taxing power of the State of Washington to guarantee the payment, when due, of the principal of and interest on the Bonds pursuant to chapter 39.98 RCW and the rules promulgated thereunder by the State Finance Committee. The Board designates the Secretary and/or the Chief of Staff and Finance as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility.

Section 13. Authorization to Request Authority to Issue Tax Credit Bonds. To the extent the Board deems it necessary and advisable to issue all or a portion of the Bonds as Tax Credit Bonds, the Board hereby (a) authorizes the District to request authorization from Office of the Superintendent of Public Instruction ("OSPI"), if applicable, to issue such Bonds as Tax Credit Bonds for the purpose of paying costs of the Projects, and (b) designates the Secretary and/or the Chief of Staff and Finance as the District officials authorized to prepare, sign and submit to OSPI the appropriate applications (or other required forms or documents) to issue the Tax Credit Bonds.

Section 14. General Authorization and Ratification. The Secretary, the Chief of Staff and Finance, the President of the Board, other appropriate officers of the District and bond counsel, Foster Pepper PLLC, are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects.


Section 15. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bonds or of the levy or collection of the taxes pledged to pay and retire the Bonds.

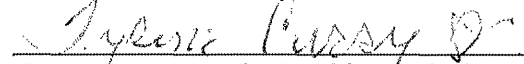
Section 16. Effective Date. This resolution shall become effective immediately upon its adoption.

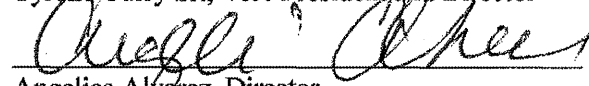
[Remainder of page intentionally left blank; signature page follows]

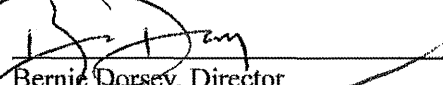
ADOPTED by the Board of Directors of Highline School District No. 401, King County, Washington, at a special open public meeting thereof, of which due notice was given as required by law, held this 17th day of December, 2014, the following Directors being present and voting in favor of the resolution.

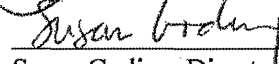
HIGHLINE SCHOOL DISTRICT NO. 401
KING COUNTY, WASHINGTON


Michael D. Spear, President and Director

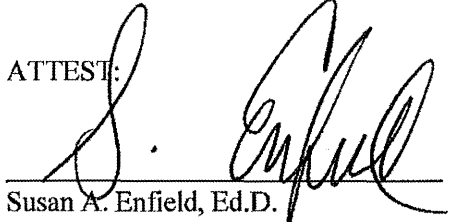

Tyrone Curry Sr., Vice President and Director


Angelica Alvarez, Director


Bernie Dorsey, Director


Susan Goding, Director

ATTEST:


Susan A. Enfield, Ed.D.
Secretary to the Board of Directors

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

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

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

www.ci.seatac.wa.us

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

Consent Agenda Date: January 27, 2015

Travel Approval:

AWC Action Days
February 18-19, 2015
Olympia
Budget 1 at \$235 each

Name: Todd Cutts	Travel Consent Approval Date: 1.27.15
Lodging	
Meals	
Transportation	
Registration	
Total	235

Conference: NLC Congressional City Conference
Dates: March 7-11, 2015
Location: Washington, D.C.
Budget: \$2,845
note* early bird registration by 1/30/15

Name: Todd Cutts	Travel Consent Approval Date: 1.27.15	Travel Consent Approval Date: 1.27.15
Lodging		
Meals		
Transportation		
Registration (early bird)		560
Total	2845	560

Expense Approval:

Conference: NLC Congressional City Conference

Dates: March 7-11, 2015

Location: Washington, D.C.

Budget: 2 Councilmembers at \$2,845 each

note early bird registration by 1/30/15

Name: Tony Anderson	Travel Consent Approval Date: 1.13.15	Travel Consent Approval Date: 1.27.15
Lodging		
Meals		
Transportation		
Registration (discount)		525
Total	2845	525

Name: Kathryn Campbell	Travel Consent Approval Date: 1.13.15	Travel Consent Approval Date: 1.27.15
Lodging		
Meals		
Transportation		
Registration (early bird)		560
Total	2845	560

City of SeaTac

Council Study Session Minutes Synopsis

January 13, 2015
4:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Study Session (CSS) was called to order by Mayor Mia Gregerson at 4:00 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor (DM) Anthony (Tony) Anderson (*participated via phone beginning at 4:02 p.m.*), Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald (*arrived during the executive session*).

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Public Works (PW) Director Tom Gut, Assistant City Engineer Florendo Cabudol, Community and Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, and Police Chief Lisa Mulligan.

PUBLIC COMMENTS (related to the agenda items listed below): There were no public comments.

PRESENTATIONS – INFORMATIONAL ONLY:

● **Introduction of new City employee: Permit Coordinator Gaila Gutierrez (total time: 5 minutes)**
City Manager Cutts introduced Ms. Gutierrez.

Agenda Bill #3662; An Ordinance declaring public use and necessity for condemnation of property as required for the connecting 28th/24th Avenue South project and authorizing the payment of funds from the City's 307 Transportation Capital Improvement Program (CIP) Fund

Summary: This Ordinance addresses the acquisition of certain properties required for the construction of the Connecting 28th/24th Avenue South project through eminent domain.

Construction of the Connecting 28th/24th Avenue South project (South 200th to 208th Streets) is anticipated to begin in summer of 2015. This project will build a new four lane roadway with turn lanes, curb, gutter, shared use pathway, medians, street lighting, storm drainage infrastructure, paving and conversion of aerial utility lines to underground. This project is scheduled to be advertised for construction bids in April 2015. The project has already secured a significant amount of right-of-way (ROW) and temporary construction easements needed from Port of Seattle (POS) owned property. This Ordinance addresses the acquisition of property and temporary construction easement from the remaining properties within the project limits that are not owned by the POS.

Before construction can begin, all property acquisition must be complete. Discussions are ongoing between the City and the respective property owners about acquiring the property without the need of eminent domain. While it is likely that this will occur, this Ordinance will allow the City, through its Legal Department, to commence eminent domain proceedings for the added properties should the City and the property owner(s) fail to achieve a negotiated settlement.

To avoid delays in the acquisition process, it is necessary at this time to adopt this Ordinance. If negotiations fail, this Ordinance will allow staff to pursue ROW acquisitions by initiating a condemnation proceeding, for applicable properties only, without further Council action. Without this Ordinance, it would significantly increase the amount of time, staff effort and Council actions needed to continue the acquisition process. Staff will make every effort to acquire all of the ROW through the negotiation process. This Ordinance also allows for the real estate excise taxes levied against the property owner to be waived for acquisitions accomplished by either negotiation or condemnation, pursuant to Washington Administrative Code (WAC) 458-61-420(1) (c).

The City has made offers to the property owners in the amount of \$758,000. The final acquisition cost will be determined through continued negotiations or through a court proceeding. Any property acquisition costs are budgeted and will be paid for through the Transportation CIP Fund.

Assistant City Engineer Cabudol reviewed the agenda bill summary and responded to Council questions related to the timeline and condemnation.

Council consensus: Refer to the 01/27/15 Consent Agenda

PRESENTATIONS – COUNCIL DIRECTION:

●Council Communications Initiative Update – Draft Agenda Bill Template

City Manager Cutts announced that tonight's presentation was to review the changes discussed at the December 9 CSS.

City Clerk Gregg reviewed the two comments made at the December meeting and how staff addressed the concerns: (1) section identifying whether the item had been budgeted; and (2) ensure that the history is included in the document.

Council concurred with the new form.

RECESSED: Mayor Gregerson recessed the meeting to an Executive Session on disposition of real property at 4:08 p.m.

City Clerk Gregg announced that Council requested an additional 10 minutes at 4:23 p.m., and 20 minutes at 4:33 p.m.

EXECUTIVE SESSION: Disposition of Real Property (RCW 42.30.110 [1][c]) (15 minutes)

RECONVENED: Mayor Gregerson reconvened the meeting at 4:54 p.m.

ADJOURNED: Mayor Gregerson adjourned the Council Study Session at 4:54 p.m.

City of SeaTac

Regular Council Meeting Minutes

January 13, 2015
6:30 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Mia Gregerson at 6:29 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor (DM) Anthony (Tony) Anderson (*participated by phone*), Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Human Services (HS) Program Manager Colleen Brandt-Schluter, Community & Economic Development (CED) Director Joe Scorcio, Planning Manager Steve Pilcher, Senior Planner Kate Kaehny, and Police Chief Lisa Mulligan.

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

PUBLIC COMMENTS: Vicki Lockwood commented on the King County (KC) Social Justice Equity filter discussed at the January 9 Council Retreat. She spoke against the City using the same filter. She also requested Council choose a different Mayor for the remainder of 2015.

Mike Condon stated that the City's business license fee increased over 600% for small businesses. He was told that it is comparable to surrounding cities. He requested the information detailing the City's comparisons since the information he found was different.

Andres Alejandro, student at Tyee Educational Complex, stated that he is doing a senior project about pollution. He has worked with Resource Conservation – Neighborhood Programs Coordinator Trudy Olson. He acknowledged the hard work the City has been doing.

PRESENTATIONS (Continued):

This item was removed from the agenda prior to the meeting.

● **Council consideration and confirmation of the Mayoral appointment of Lawrence Pitre as an alternate to the Human Services Advisory Committee and Judy Beste as an alternate to the Senior Citizen Advisory Committee**

CONSENT AGENDA:

- **Approval of claims vouchers** (check no. 109439 – 109581) in the amount of \$5,171,204.78 for the period ended December 19, 2014.
- **Approval of claims vouchers** (check no. 109582 – 109704) in the amount of \$183,764.88 for the period ended December 31, 2014.
- **Approval of payroll vouchers** (check nos. 52555 – 52575) in the amount of \$147,629.08 for the period ended December 15, 2014.
- **Approval of payroll electronic fund transfers** (check nos. 83127 - 83260) in the amount of \$255,756.30 for the period ended December 15, 2014.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$52,487.10 for the period ended December 15, 2014.
- **Approval of payroll vouchers** (check nos. 52576 – 52601) in the amount of \$362,105.93 for the period ended December 31, 2014.
- **Approval of payroll electronic fund transfers** (check nos. 83261 - 83397) in the amount of \$249,676.53 for the period ended December 31, 2014.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$51,639.23 for the period ended December 31, 2014.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended January 9, 2015.
- **Summary of Grant Acceptance** for the period ended December 10, 2014.

Agenda Items reviewed at the December 9, 2014 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3661; A Resolution #15-001 appointing the initial Board of Directors of the Seattle Southside Regional Tourism Authority, and certain matters related thereto

MOVED BY LADENBURG, SECONDED BY CAMPBELL TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

CONSENT AGENDA (Continued):

MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS (related to Unfinished Business): There were no public comments.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS:

The Agenda Bill number was assigned for tracking purposes only. No agenda bill was created.

Agenda Bill #3670; A Resolution #15-002 amending the City Council administrative procedures to change the Council Study Session (CSS) start time from 4:00 p.m. to 4:30 p.m.

DM A. Anderson stated the reason for this change is due to the consistent large gap of time between the CSS and Regular Council Meeting (RCM).

MOVED BY A. ANDERSON, SECONDED BY T. ANDERSON TO PASS AGENDA BILL #3670 (RESOLUTION #15-002).

Council discussion ensued regarding ensuring the public is aware of the change.

City Attorney Mirante Bartolo clarified that if Council approves this Resolution tonight, it will become effective tonight and be in place for the January 27 CSS.

PUBLIC COMMENT: There were no public comments.

*MOTION CARRIED UNANIMOUSLY.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) Cityvision magazine article regarding the Human Services Contracting Alliance honorable mention from AWC during their municipal excellence award competition; (2) Military Road construction project update – estimated completion is the end of February 2015; and (3) January 19, Martin Luther King Day - City Hall will be closed.

COMMITTEE UPDATES: CM Fernald reported on the Emergency Management Advisory Committee meeting held today.

CM Ladenburg stated he will be attending the Public Issues Committee (PIC) meeting January 14.

CM Campbell commented on the committee for the location of a site for the Food Innovation Network.

DM A. Anderson reported on the SR 509 Committee meeting.

COUNCIL COMMENTS: CM Fernald commented on the following: (1) SeaTac Community Center revised hours; (2) attended a legislative breakfast about transportation policies; and (3) SeaTac quarterly report – not all residents are receiving it. If they aren't they should contact the City.

CM Bush commented that the Highline School District board will be running the bond issue again.

CM Campbell stated she will be attending the 43rd Annual Economic Development Meeting on January 15. She also stated that youth art exhibit will be happening January 22.

CM Ladenburg recognized Mike Condon because Mike's Community Cup is the recipient of the 2014 Independent We Stand, Independent Small Business of the Year Award. He also commented on the social equity issue presented by KC at the January 9 Retreat stating that the City can pick and choose what is used.

Mayor Gregerson commented on the following: (1) congratulated Mr. Condon; (2) thanked Council for a successful retreat; (3) excited about Community Academy and workshops; and (4) excited to serve as Mayor this year

ADJOURNED:

MOVED BY GREGERSON, SECONDED BY LADENBURG TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 7:06 P.M.

MOTION CARRIED UNANIMOUSLY.

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3662

TITLE: An Ordinance declaring public use and necessity for condemnation of property as required for the Connecting 28th/24th Avenue South project and authorizing the payment of funds from the City's 307 Transportation CIP Fund.

<i>December 22, 2014</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	RCM 1/27/15
Ord/Res Exhibits:	Exhibit A
Review Dates:	CSS 1/13/15
Prepared By:	Florendo Cabudol, Assistant City Engineer
Director:	<i>[Signature]</i> City Attorney: <i>Mary Miravalles Bartolo</i>
Finance:	BARS #: 307.000.11.595.30.63.057
City Manager:	Applicable Fund Name: Transportation CIP (307)

27
100

SUMMARY: The proposed Ordinance addresses the acquisition of certain properties required for the construction of the Connecting 28th/24th Avenue South project through eminent domain.

DISCUSSION / ANALYSIS / ISSUES: Construction of the Connecting 28th/24th Avenue South project (South 200th Street to South 208th Street) is anticipated to begin in summer of 2015. This project will build a new four lane roadway with turn lanes, curb, gutter, shared use pathway, medians, street lighting, storm drainage infrastructure, paving and conversion of aerial utility lines to underground. This project is scheduled to be advertised for construction bids in April 2015. The project has already secured a significant amount of right-of-way and temporary construction easements needed from Port of Seattle owned property. This proposed Ordinance addresses the acquisition of property and temporary construction easement from the remaining properties within the project limits that are not owned by the Port of Seattle.

Before construction can begin, all property acquisition must be complete. Discussions are ongoing between the City and the respective property owners about acquiring the property without the need of eminent domain. While it is likely that this will occur, the proposed Ordinance will allow the City, through its Legal Department, to commence eminent domain proceedings for the added properties should the City and the property owner(s) fail to achieve a negotiated settlement.

To avoid delays in the acquisition process, it is necessary at this time to adopt the proposed Ordinance. If negotiations fail, the Ordinance will allow staff to pursue right-of-way acquisitions by initiating a condemnation proceeding, for applicable properties only, without further Council action. Without this Ordinance, it would significantly increase the amount of time, staff effort and Council actions needed to continue the acquisition process. Staff will make every effort to acquire all of the right-of-way through the negotiation process. This Ordinance also allows for the real estate excise taxes levied against the property owner to be waived for acquisitions accomplished by either negotiation or condemnation, pursuant to WAC 458-61-420(1) (c).

RECOMMENDATION(S): It is recommended that the Council adopt the proposed Ordinance.

FISCAL IMPACT: The City has made offers to the property owners in the amount of \$758,000. The final acquisition cost will be determined through continued negotiations or through a court proceeding. Any property acquisition costs are budgeted and will be paid for through the Transportation CIP Fund.

ALTERNATIVE(S): Do not adopt the Ordinance. However, the only way that the City can acquire the necessary property is through an eminent domain proceeding if a negotiated purchase cannot be completed.

ATTACHMENTS:

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing and providing for the acquisition of certain properties for the City street/road system specifically the Connecting 28th/24th Avenue South project; declaring public use and necessity for specific land and property to be condemned; and authorizing the City Attorney to file a Petition for condemnation in King County Superior Court, and authorizing payment therefore, from the City's 307 Transportation Fund.

WHEREAS, the Connecting 28th/24th Avenue South Project ("Project") will consist of building a new roadway from South 200th Street southward to South 208th Street, and more specifically the construction of four general purpose lanes, turn lanes, curbs, gutters, a shared use pathway, storm drainage, conversion of utilities to underground, utility lines, street lighting, and paving; and

WHEREAS, the Project is contained in the City's 2014 Transportation Improvement Plan (TIP), the 2015/2016 Capital Improvement Plan (CIP), and the Capital Facilities Element of the City's Comprehensive Plan; and

WHEREAS, the Project is intended to construct a new principal arterial that is forward compatible with the future extension of State Route 509 and completes a vital connection within and between the City of SeaTac's Regional Growth Center, the Des Moines Creek Business Park, Sea-Tac International Airport, the Angle Lake Link Light Rail Station and adjacent developable properties; and

WHEREAS, certain lands and properties must be acquired in order to provide the necessary rights-of-way for construction and operation of the Project; and

WHEREAS, public use and necessity require that the property and property rights herein identified be condemned, appropriated, and taken for public use for Project purposes as it may now or hereafter declare in the public interest; and

WHEREAS, in the event that negotiated acquisition is not fully successful well in advance of the anticipated commencement of construction, it is essential that the City initiate condemnation proceedings; and

WHEREAS, notice of the planned final action set forth herein was provided in accordance with RCW 8.25.290;

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

Section 1. Acquisition of the properties identified and legally described on Exhibit "A", which is attached and made a part of this Ordinance, is necessary to the public use for the 28th/24th Avenue South connection project.

Section 2. Reservation. Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for its system of streets and roads, and utility improvements therein. The City reserves the right to acquire other or different properties for the Project.

Section 3. Prosecution. The City's Legal Department, at the direction of the City Attorney, is hereby authorized to commence condemnation proceedings, pursuant to law. In conducting said condemnation proceedings, the City's Legal Department and/or City Manager is hereby authorized to enter into any agreements necessary to effectuate the property acquisition described in the Ordinance, including any stipulations necessary for the purpose of minimizing damages, including but not limited to, the modification of the interest to be acquired by the City. The Public Works Director, in consultation with the City's Legal Department, is authorized to make minor amendments to the legal description of properties described in the attached Exhibit "A" as may be necessary to correct scrivener's errors and/or to conform the legal description to the precise boundaries of the property required for the Project.

Section 4. Funding. Compensation to be paid to the owners of the aforesaid property and costs of litigation, shall be paid from the City's 307-Transportation CIP Fund.

Section 5. Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 6. Effective Date. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2015, and signed in authentication thereof on this _____ day of _____, 2015.

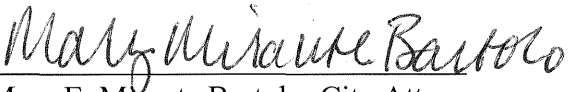
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



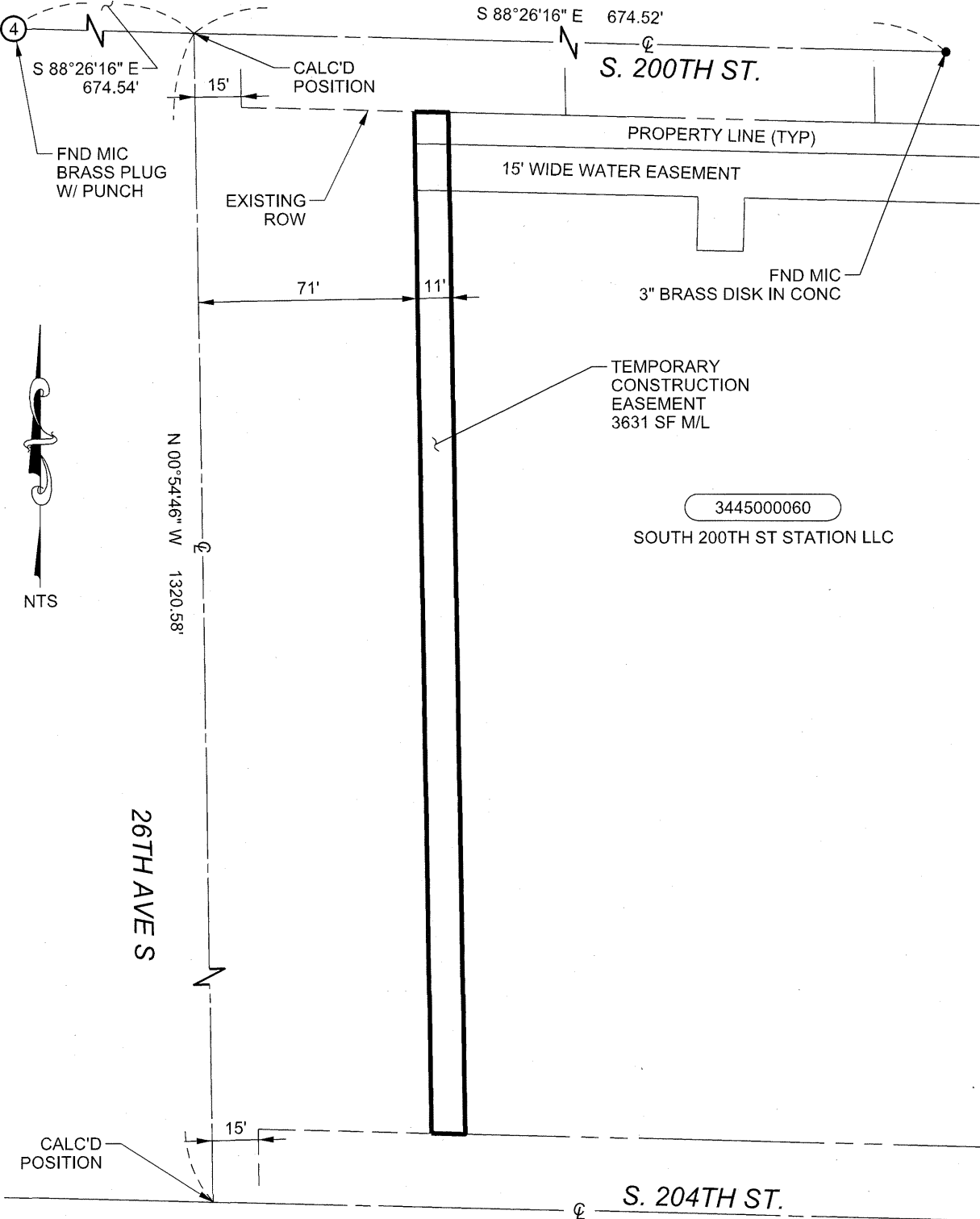
Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[Connecting 28th/24th Avenue South project]

EXHIBIT A

NE 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



3445000060

SOUTH 200TH ST STATION LLC

CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 01-JUL-14
 CHECKED BY: GCB DATE: 01-JUL-14
 REVISED BY: GCB DATE: 01-JUL-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000105

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of the below described PARENT PARCEL, said point also being on the westerly margin of 26th AVE S., 30-feet wide; thence along the northerly line of said PARENT PARCEL North 88°27'39" West, 15.85 feet to a point of intersection with a non-tangent curve, from which the radius point bears South 89°17'36" West; thence leaving said northerly line and along a 625.00-foot radius curve to the right, concave northwesterly, through a central angle of 13°49'49", an arc distance of 150.87 feet to a point on the southerly line of said PARENT PARCEL; thence along said southerly line South 88°27'39" East, 34.52 feet to the westerly margin of 26th AVE S.; thence along said westerly margin North 00°54'46" West, 150.14 feet to the POINT OF BEGINNING, containing 3,321 square feet, more or less.

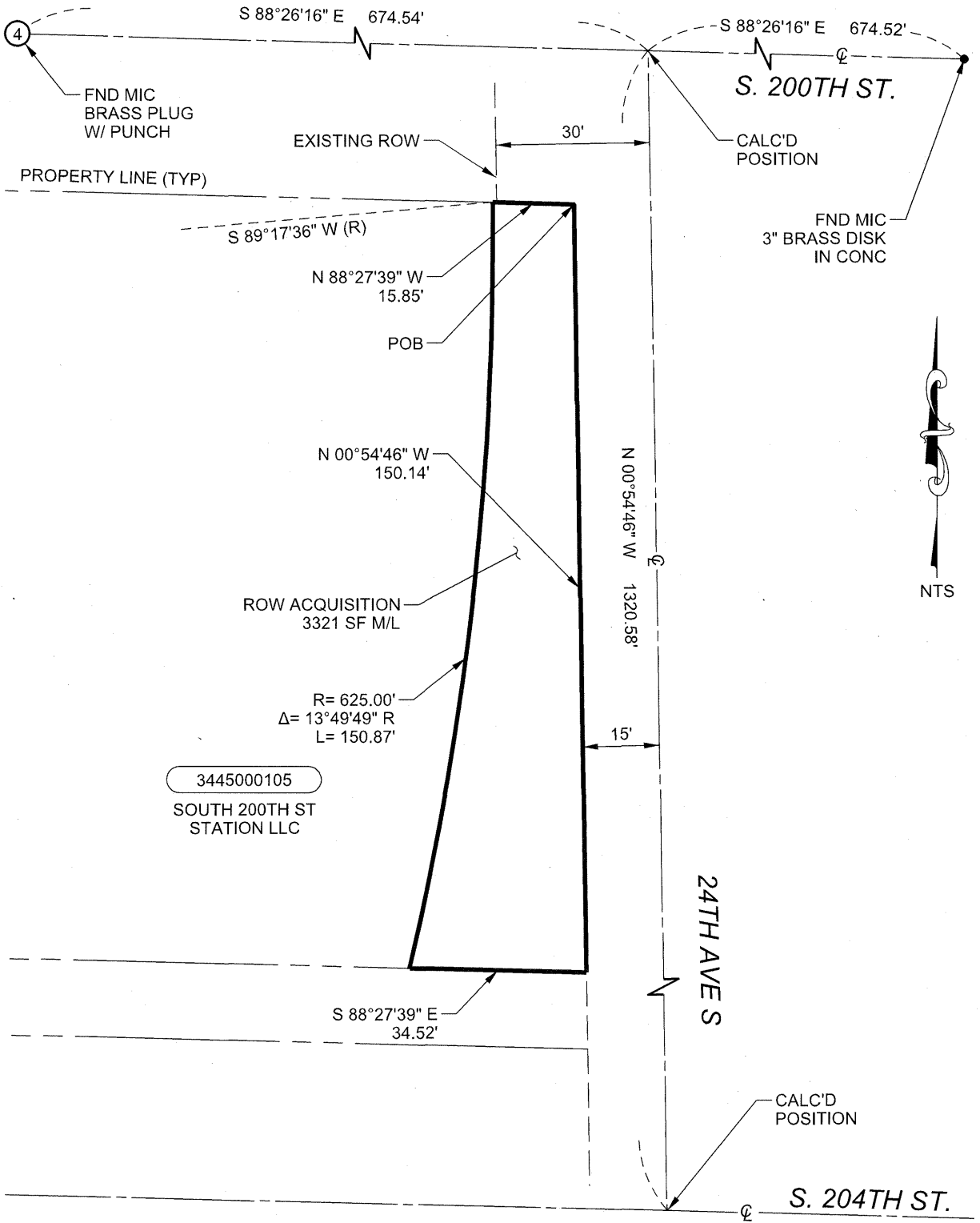
PARENT PARCEL

THE NORTHERLY 150 FEET OF THE EASTERLY 200 FEET OF TRACT 12,
HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON.



6/23/2014

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 23-JUN-14
DATE: 23-JUN-14
DATE: 23-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000099

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 26th AVE S., 30-foot wide; thence along the northerly line of said PARENT PARCEL South 88°27'22" East, 58.19 feet to a point of intersection with a non-tangent curve, from which the radius point bears South 89°36'51" West; thence leaving said northerly line and along a 729.00-foot radius curve to the right, concave northwesterly, through a central angle of 13°01'53", an arc distance of 165.81 feet to a point on the southerly line of said PARENT PARCEL; thence along said southerly line North 88°27'22" West, 37.89 feet to a point on the easterly margin of 26th AVE S.; thence along said easterly margin North 00°54'46" West, 165.07 feet to the POINT OF BEGINNING, containing 8,442 square feet, more or less.

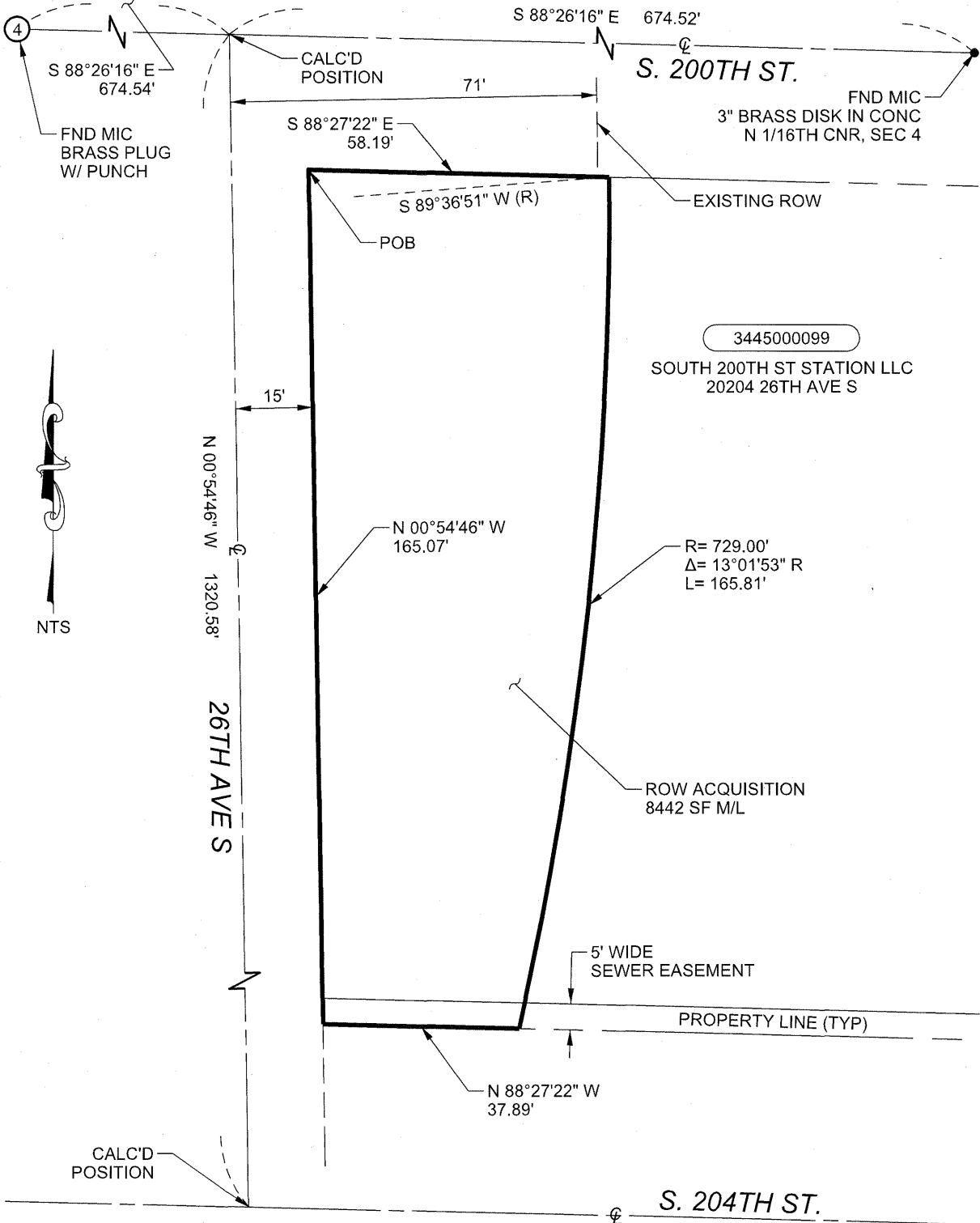
PARENT PARCEL

THE WEST 250 FEET OF THE NORTH HALF OF TRACT 11, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON.



6/24/2014

NW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



3445000099

SOUTH 200TH ST STATION LLC
20204 26TH AVE S

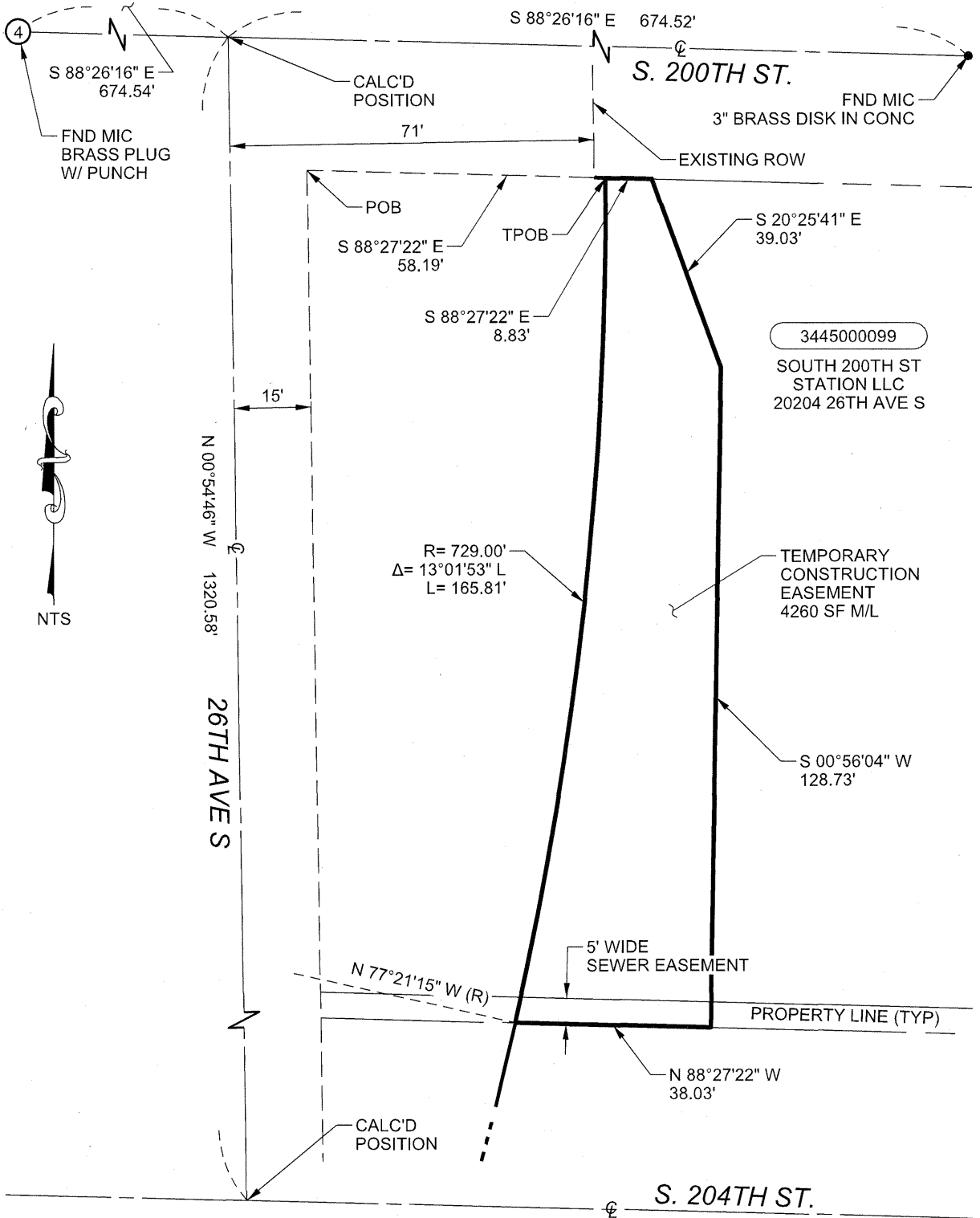
PREPARED BY: EBS DATE: 23-JUN-14
 CHECKED BY: GCB DATE: 23-JUN-14
 REVISED BY: GCB DATE: 23-JUN-14

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 23-JUN-14
DATE: 23-JUN-14
DATE: 23-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000106

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of the below described PARENT PARCEL, said point also being on the westerly margin of 26th AVE S., 30-foot wide; thence along the northerly line of said PARENT PARCEL North 88°27'55" West, 110.40 feet; thence leaving said northerly line South 45°24'23" West, 151.46 feet to a point on the southerly line of said PARENT PARCEL; thence along said southerly line South 44°21'58" East, 41.43 feet; thence North 38°11'22" East, 123.90 feet; thence South 69°59'07" East, 121.19 to a point on the westerly margin of 26th AVE S.; thence along said westerly margin North 00°54'46" West, 77.11 feet to the POINT OF BEGINNING, containing 11,000 square feet, more or less.

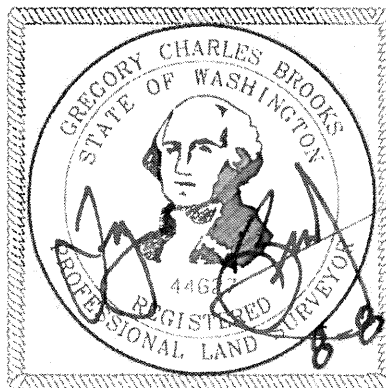
PARENT PARCEL

THAT PORTION OF FOLLOWING DESCRIBED PARCEL "A" LYING NORTHERLY OF A LINE DESCRIBED IN DEED EXECUTED BY ECHO FIVE, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, IN FAVOR OF THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, RECORDED UNDER RECORDING NO. 20080117000961.

PARCEL "A"

THE SOUTHERN HALF OF TRACT 12, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 765514.



8/8/2014

NW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.

S 88°26'16" E 674.54'

S 88°26'16" E
674.52'

N 88°27'55" W
110.40'

CALC'D
POSITION

S. 200TH ST.

FND MIC
3" BRASS DISK
IN CONC

PROPERTY LINE (TYP)

FND MIC
BRASS PLUG
W/ PUNCH
(CENTER OF SECTION)

ROW ACQUISITION
11000 SF M/L

POB

15'

N 00°54'46" W
77.11'

S 45°24'23" W
151.46'

N 00°54'46" W
1320.58'

26TH AVE S

3445000106
ECHO FIVE LLC

S 69°59'07" E
121.19'



NTS

N 38°11'22" E
123.90'

EXISTING ROW

S 44°21'58" E
41.43'

CALC'D
POSITION

S. 204TH ST.

CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 08-AUG-14
CHECKED BY: GCB DATE: 08-AUG-14
REVISED BY: GCB DATE: 08-AUG-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000097

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 26th AVE S., 30-foot wide; thence along the northerly line of said PARENT PARCEL South 88°27'22" East, 37.89 feet to a point of intersection with a non-tangent curve, from which the radius point bears North 77°21'15" West; thence leaving said northerly line and along a 729.00-foot radius curve to the right, concave northwesterly, through a central angle of 09°29'06", an arc distance of 120.68 feet to a point on the easterly margin of 26th AVE S.; thence along said easterly margin North 00°54'46" West, 116.07 feet to the POINT OF BEGINNING, containing 2,397 square feet, more or less.

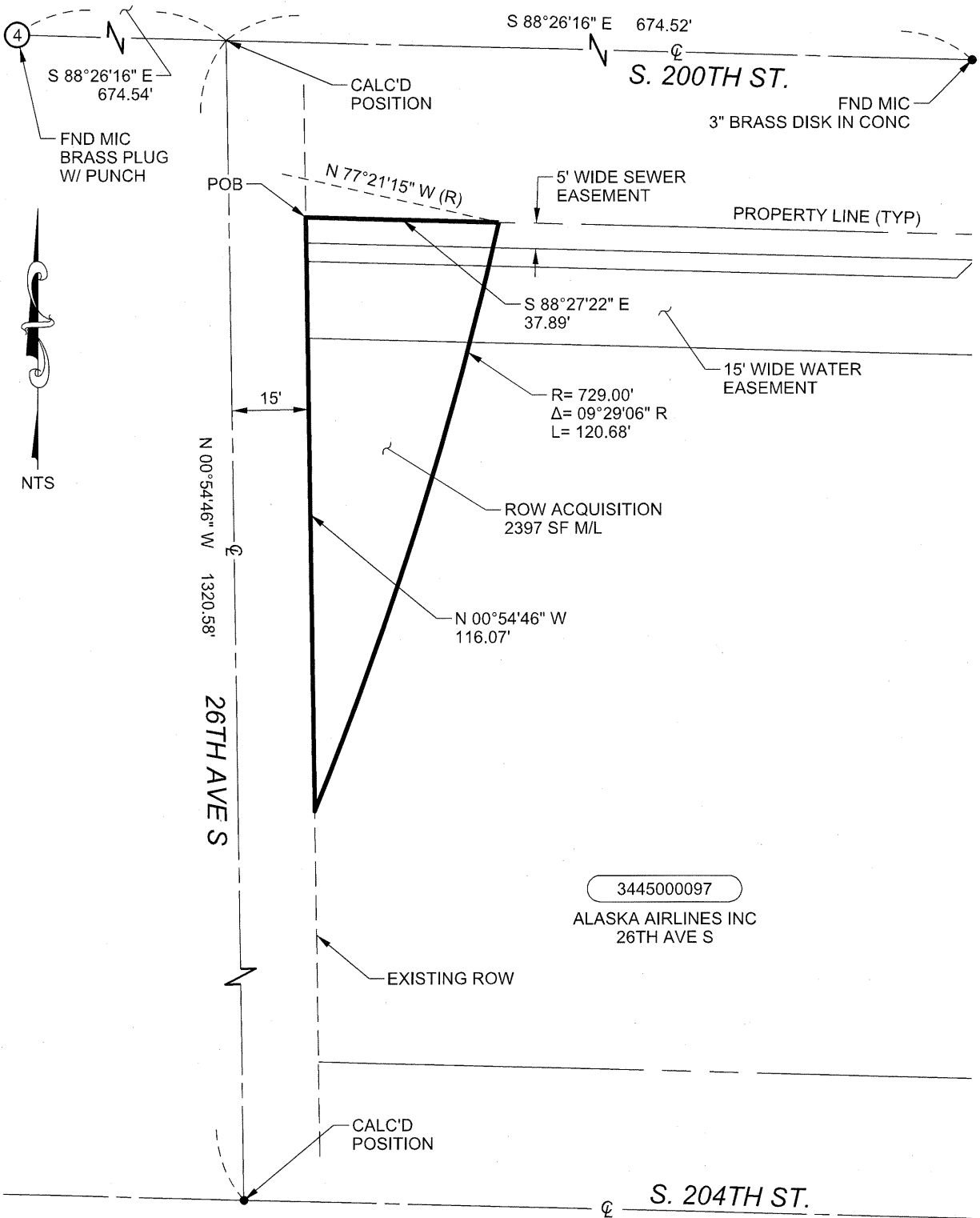
PARENT PARCEL

THAT PORTION OF THE SOUTH HALF OF TRACT 11, LYING WEST OF THE EAST 250 FEET THEREOF, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON.



6/23/2014

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS DATE: 23-JUN-14
 CHECKED BY: GCB DATE: 23-JUN-14
 REVISED BY: GCB DATE: 23-JUN-14

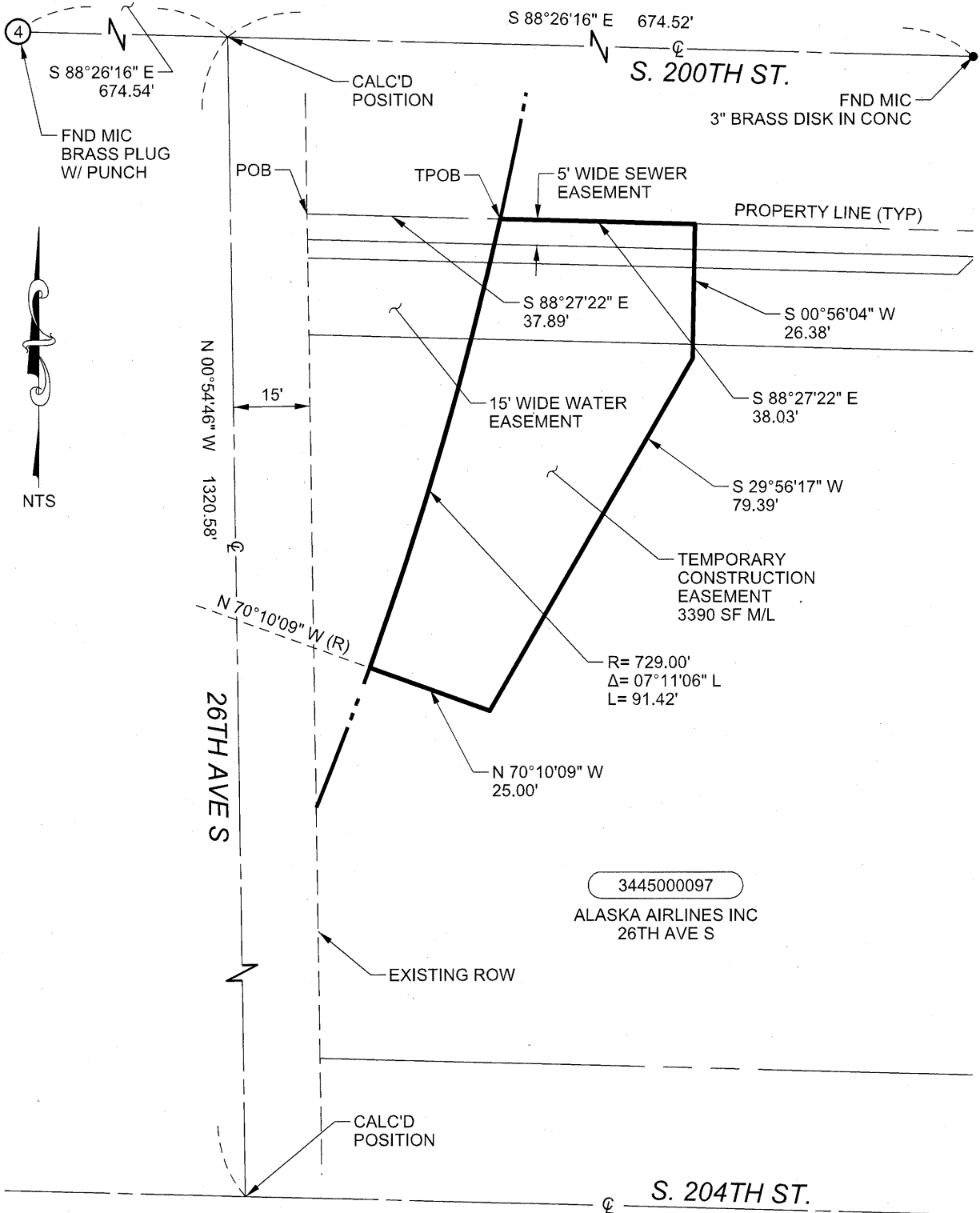
CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

3445000097
 ALASKA AIRLINES INC
 26TH AVE S

458038-V-EXHIBIT.dgn

CH2MHILL

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS
 CHECKED BY: GCB
 REVISED BY: GCB

DATE: 23-JUN-14
 DATE: 23-JUN-14
 DATE: 23-JUN-14

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000108

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of the below described PARENT PARCEL, said point also being on the westerly margin of 26th AVE S., 30-feet wide; thence along said westerly margin North 00°54'46" West, 87.97 feet to the northerly line of said PARENT PARCEL; thence along said northerly line North 69°59'07" West, 121.19 feet; thence South 38°11'22" West, 123.90 feet; thence North 44°21'58" West, 75.53 feet; thence South 44°19'26" West, 108.33 feet to the southerly line of said PARENT PARCEL; thence along said southerly line South 88°28'13" East, 320.49 feet to the POINT OF BEGINNING, containing 23,953 square feet, more or less.

PARENT PARCEL

THAT PORTION OF FOLLOWING PARCEL "A" LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 786+50.03 ON THE SR 509 LINE SURVEY OF SR 509, SR 99 TO S. 188TH ST. VIC. AND 221.14 FEET NORTHEASTERLY THEREFROM;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 787+63.81 ON SAID LINE SURVEY AND 236.00 FEET NORTHEASTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES A 52+75.05 ON THE A LINE SURVEY OF SAID HIGHWAY AND 127.00 FEET SOUTHEASTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES A 53+40.65 ON SAID A LINE SURVEY AND 105.00 FEET SOUTHEASTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES A 54+20 ON SAID A LINE SURVEY AND 60.00 FEET SOUTHEASTERLY THEREFROM;

THENCE NORTHWESTERLY TO A POINT OPPOSITE SAID HES AND 110.00 FEET NORTHWESTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 790+95 ON SAID SR 509 LINE SURVEY AND 245 FEET NORTHEASTERLY THEREFROM;

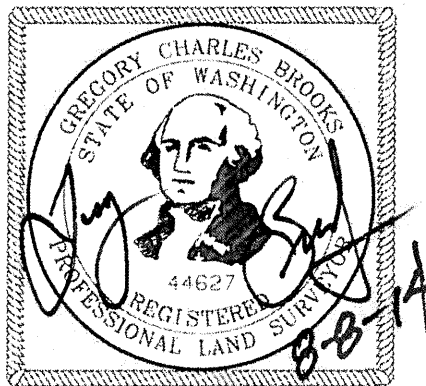
THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 795+66 ON SAID SR 509
LINE SUREVY AND 245 FEET NORTHEASTERLY THEREFROM;

THENCE WESTERLY TO A POINT OPPOSITE HES TR 16+95 ON THE TR LINE
SURVEY OF SAID HIGHWAY AND 70.00 FEET EASTERLY THEREFROM AND THE
TERMINUS OF SAID LINE DESCRIPTION.

PARCEL "A"

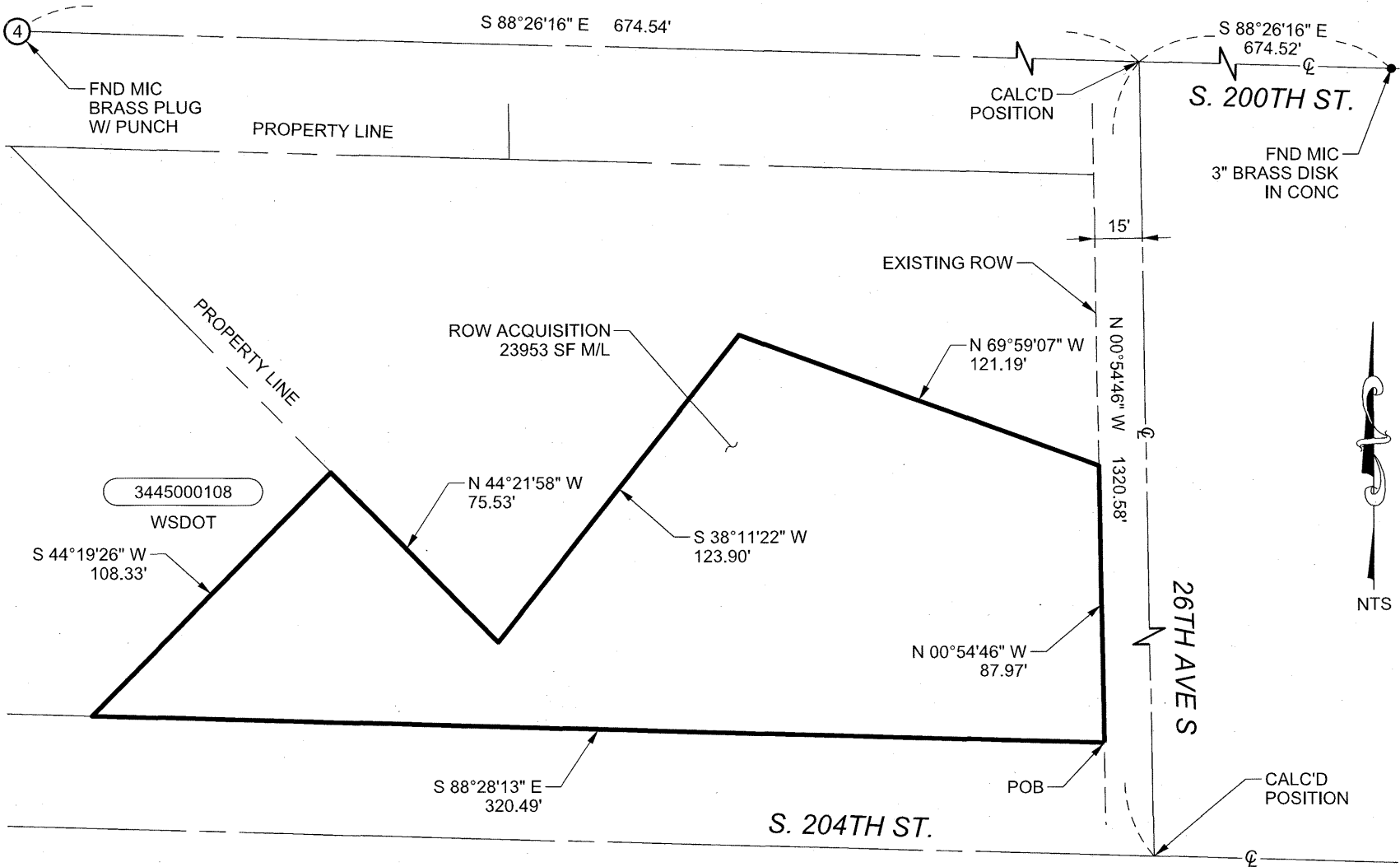
THE SOUTHERN HALF OF TRACT 12, HOMESTEAD PARK FIVE ACRE TRACTS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE
88, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD BY
DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 765514.



8/8/2014

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 23-JUN-14
 CHECKED BY: GCB DATE: 23-JUN-14
 REVISED BY: GCB DATE: 23-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000260

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, 30-foot wide; thence along the southerly line of said PARENT PARCEL South 88°30'12" East, 24.52 feet; thence leaving said southerly line North 01°06'35" East, 47.95 feet to the beginning of a 625.00-foot radius tangent curve to the right; thence along said curve through a central angle of 07°15'49" an arc distance of 79.24 feet to the northerly line of said PARENT PARCEL; thence along said northerly line North 88°30'12" West, 34.91 feet to the easterly margin of 24th AVE S; thence along said easterly margin South 01°18'46" East, 127.15 feet to the POINT OF BEGINNING, containing 3,587 square feet, more or less.

PARENT PARCEL

THE NORTH 127 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET CONVEYED FOR ROAD TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 4714903;

AND EXCEPT THE PORTION CONVEYED TO STATE OF WASHINGTON FOR ACCESS RIGHTS PURPOSES AS RECORDED IN DEED UNDER RECORDING NO. 20071023000357.



6/13/2014

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



NTS

4

FND MIC
BRASS PLUG
W/ PUNCH
SET IN CONC

EXISTING
ROW

N 88°30'12" W
34.91'

PROPERTY LINE (TYP)

24TH AVE S

ROW ACQUISITION
3587 SF M/L

3445000260

WOODS, EVERETT & PAMELA
20606 24TH AVE S

R= 625.00'
Δ= 07°15'49"
L= 79.24'

N 01°18'46" W
2643.03'

S 01°18'46" E
127.15'

30'

N 01°06'35" E
47.95'

POB

S 88°30'12" E
24.52'

FND MIC
BRASS TACK
IN CONC

4

9

CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

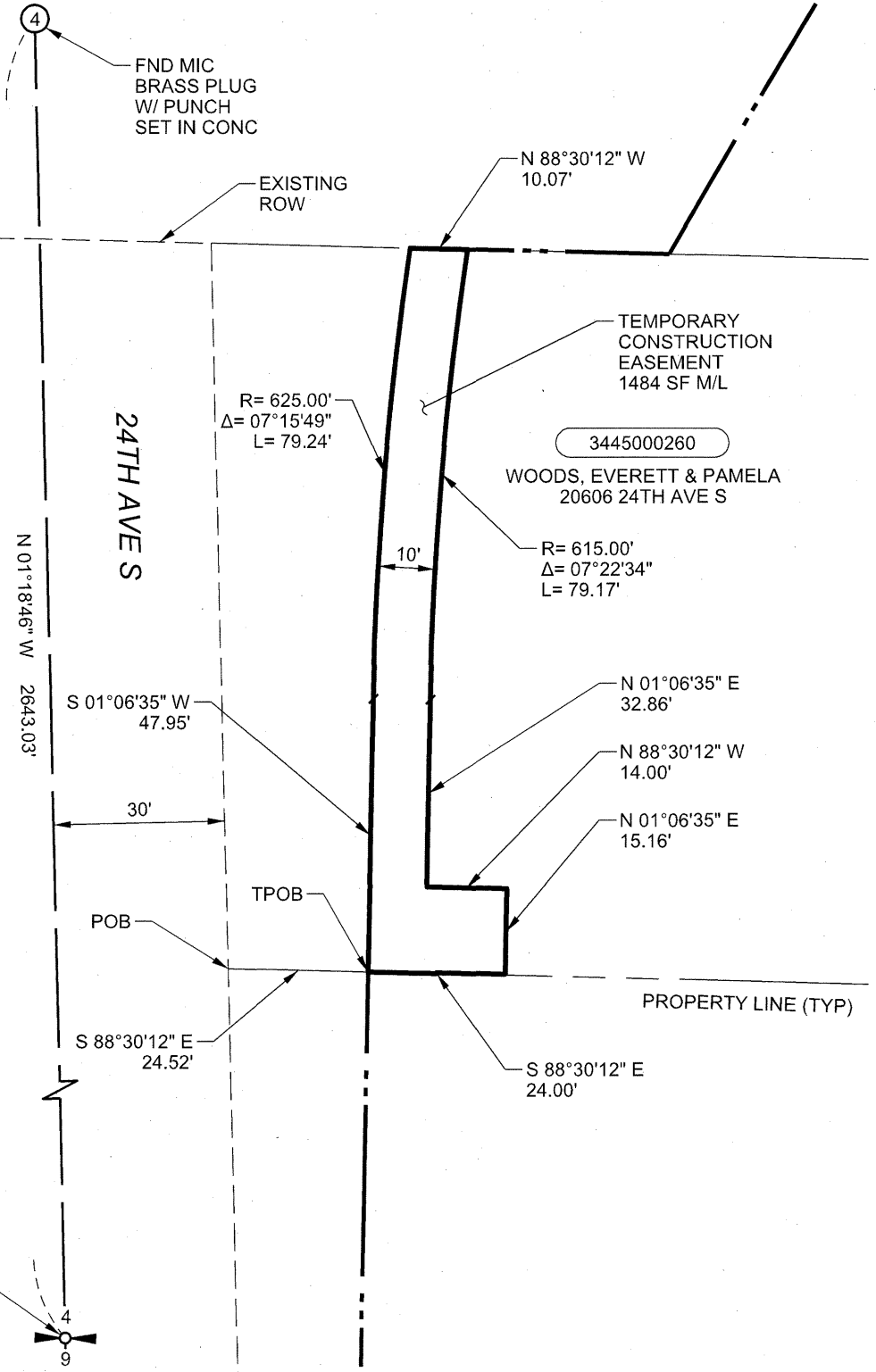
PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 12-JUN-14
DATE: 12-JUN-14
DATE: 12-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000274

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, 30-foot wide; thence along the southerly line of said PARENT PARCEL South 88°30'12" East, 18.51 feet; thence leaving said southerly line North 01°06'35" East, 67.00 feet to the northerly line of said PARENT PARCEL; thence along said northerly line North 88°30'12" West, 21.35 feet to the easterly margin of 24th AVE S; thence along said easterly margin South 01°18'46" East, 67.08 feet to the POINT OF BEGINNING, containing 1,335 square feet, more or less.

PARENT PARCEL

THE SOUTH 67.00 FEET OF THE NORTH 269.00 FEET OF THE EAST 130.00 FEET OF THE WEST 160.00 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 20.0 FEET OF THE NORTH 289.00 FEET OF SAID TRACT 32;

EXCEPT THE EAST 93.0 FEET THEREOF;

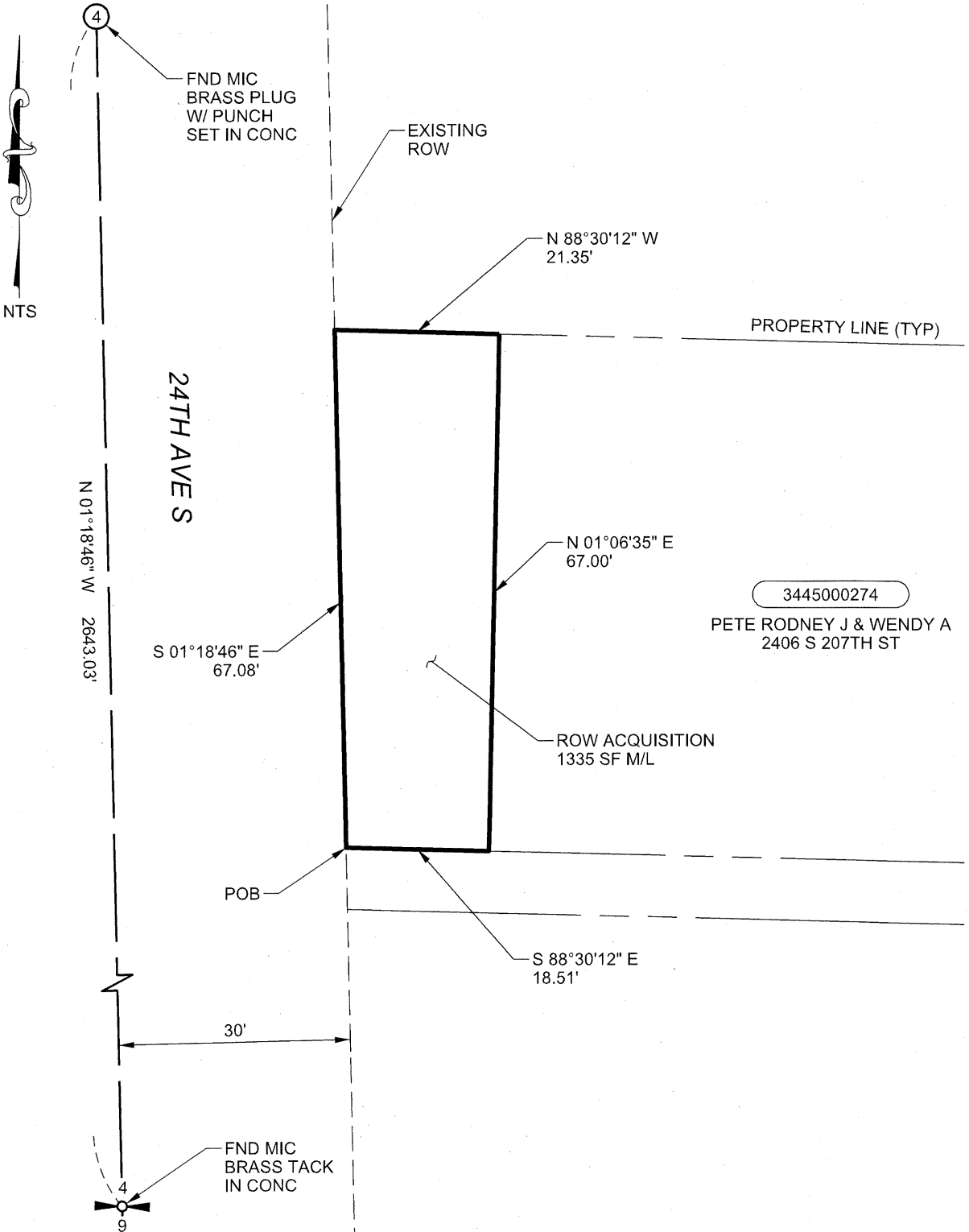
AND EXCEPT THE WEST 30.0 FEET CONVEYED TO KING COUNTY FOR 24TH AVENUE SOUTH BY DEED RECORDED UNDER RECORDING NUMBER 4714902.

ALSO THE SOUTH 40.0 FEET OF THE NORTH 297.0 FEET OF THE WEST 20.0 FEET OF THE EAST 93.0 FEET OF SAID TRACT 32.



6/13/2014

SW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

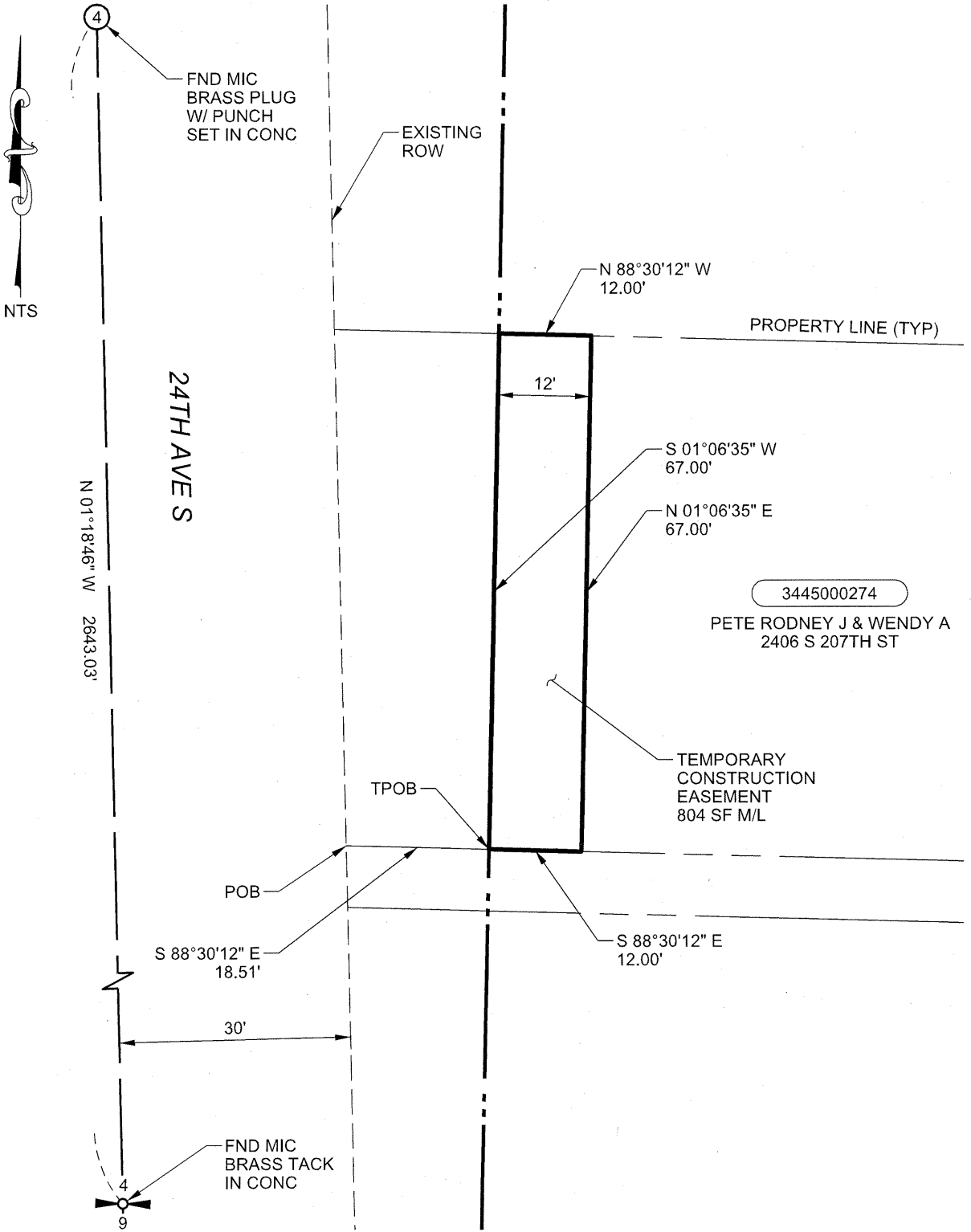
DATE: 12-JUN-14
DATE: 12-JUN-14
DATE: 12-JUN-14

CITY OF SEATAC
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

SW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 12-JUN-14
DATE: 12-JUN-14
DATE: 12-JUN-14

CITY OF SEATAC
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000266

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, 30-foot wide; thence along the southerly line of said PARENT PARCEL South 88°30'12" East, 21.35 feet; thence leaving said southerly line North 01°06'35" East, 75.00 feet to the northerly line of said PARENT PARCEL; thence along said northerly line North 88°30'12" West, 24.52 feet to the easterly margin of 24th AVE S; thence along said easterly margin South 01°18'46" East, 75.09 feet to the POINT OF BEGINNING, containing 1,720 square feet, more or less.

PARENT PARCEL

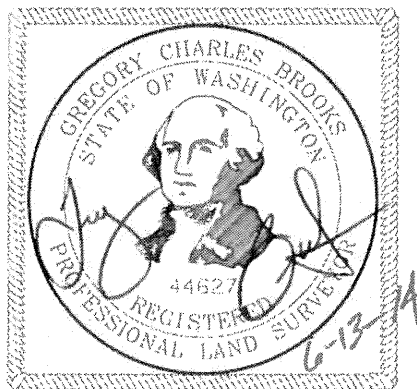
BEGINNING AT A POINT 30 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH 254 FEET OF THE NORTH 381 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

THENCE EASTERLY 130 FEET;

THENCE SOUTHERLY 75 FEET;

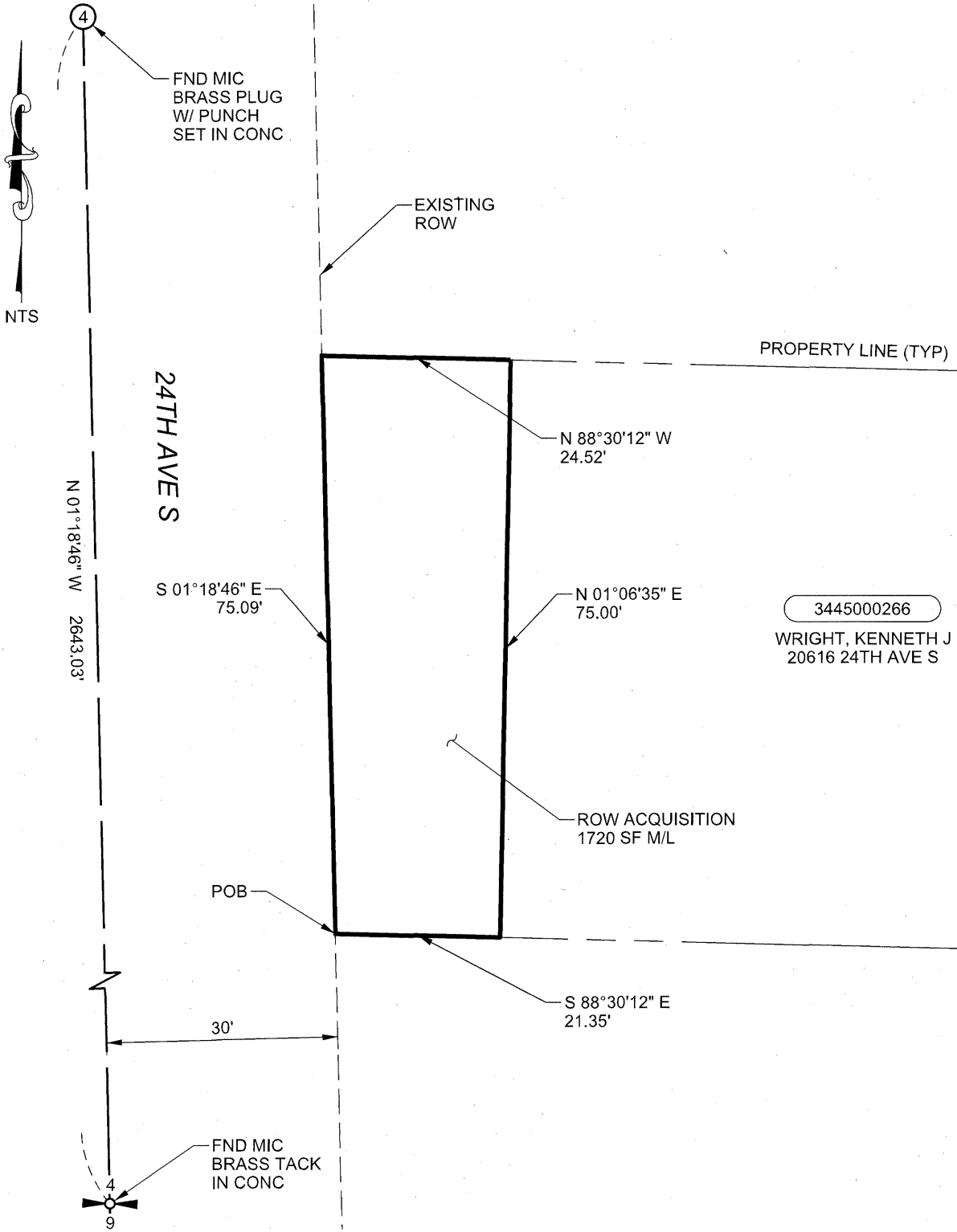
THENCE WESTERLY 130 FEET;

THENCE NORTHERLY 75 FEET TO THE POINT OF BEGINNING



6/13/2014

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



3445000266
 WRIGHT, KENNETH J
 20616 24TH AVE S

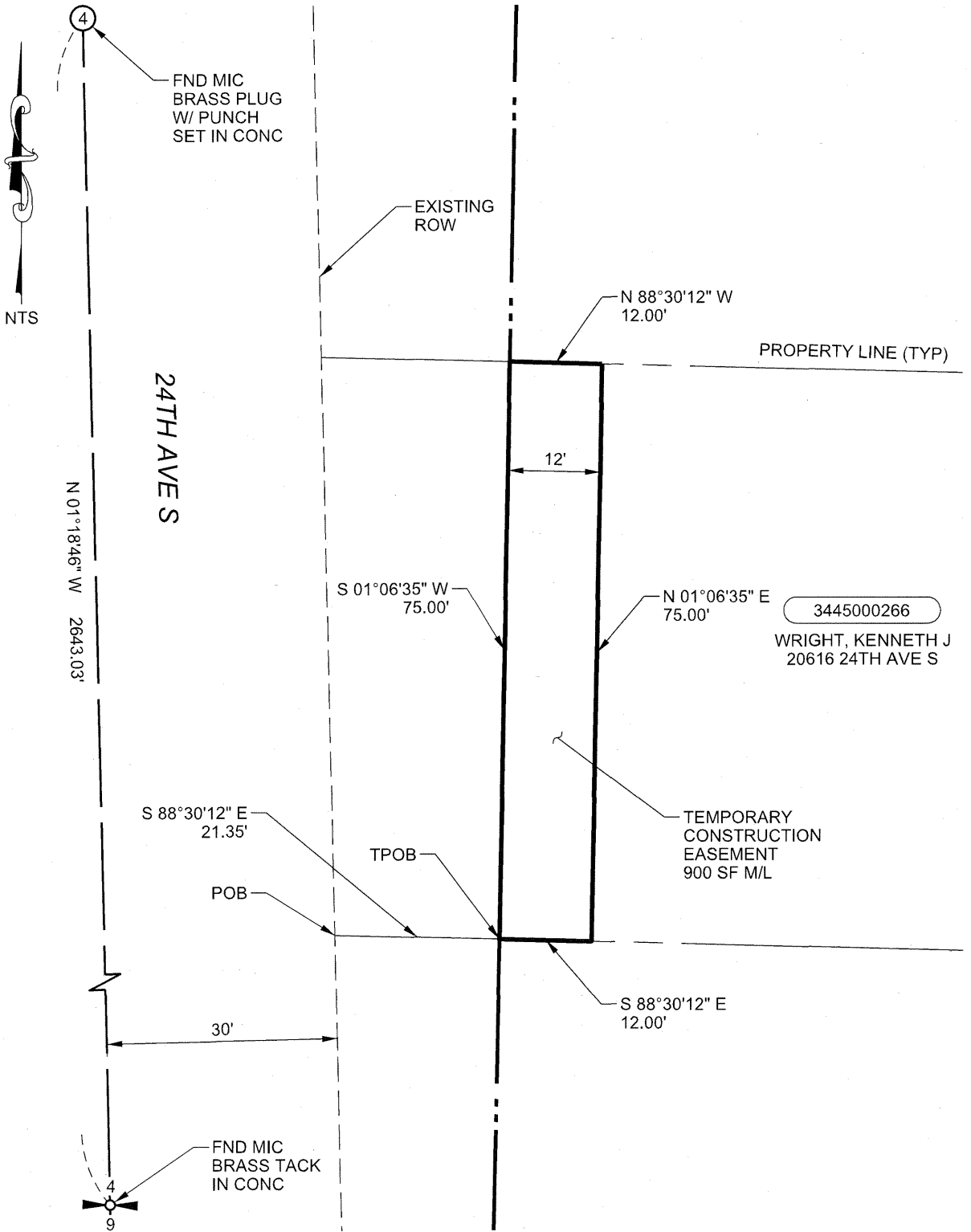
PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

SW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



3445000266
 WRIGHT, KENNETH J
 20616 24TH AVE S

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000267

All that portion of the below described PARENT PARCEL, within Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, lying westerly of the following described line:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, 60-foot wide, from which the south quarter corner of said Section 4 bears South 3°10'42" West, 383.13 feet; thence along the southerly line of said PARENT PARCEL, South 88°30'12" East, 18.17 feet to the TRUE POINT OF BEGINNING of the hereinafter described line; thence leaving said southerly line North 01°06'35" East, 8.00 feet to the northerly line of said PARENT PARCEL, and the terminus of said line description, containing 146 square feet, more or less.

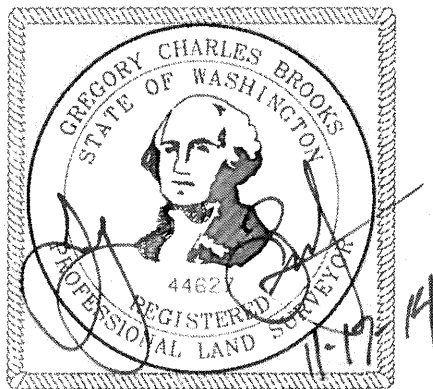
PARENT PARCEL

THE SOUTH 8 FEET OF THE NORTH 277 FEET OF THE EAST 130 FEET OF THE WEST 160 FEET;

ALSO THE WEST 20 FEET OF THE EAST 93 FEET OF THE SOUTH 20 FEET OF THE NORTH 197 FEET;

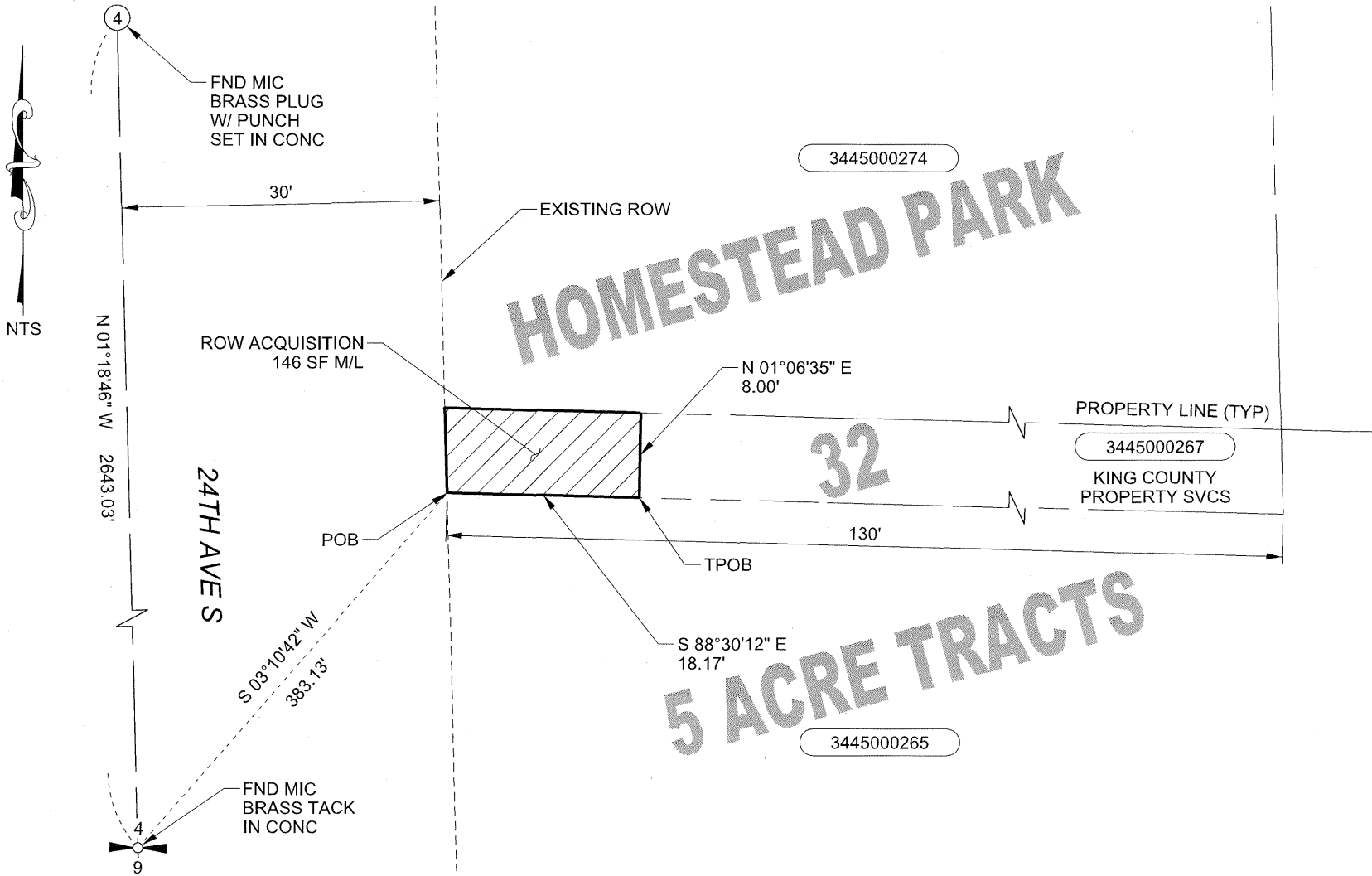
ALL IN TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



11/17/2014

NW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



CITY OF SEATAC
CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 14-NOV-14
CHECKED BY: GCB DATE: 14-NOV-14
REVISED BY: GCB DATE: 14-NOV-14

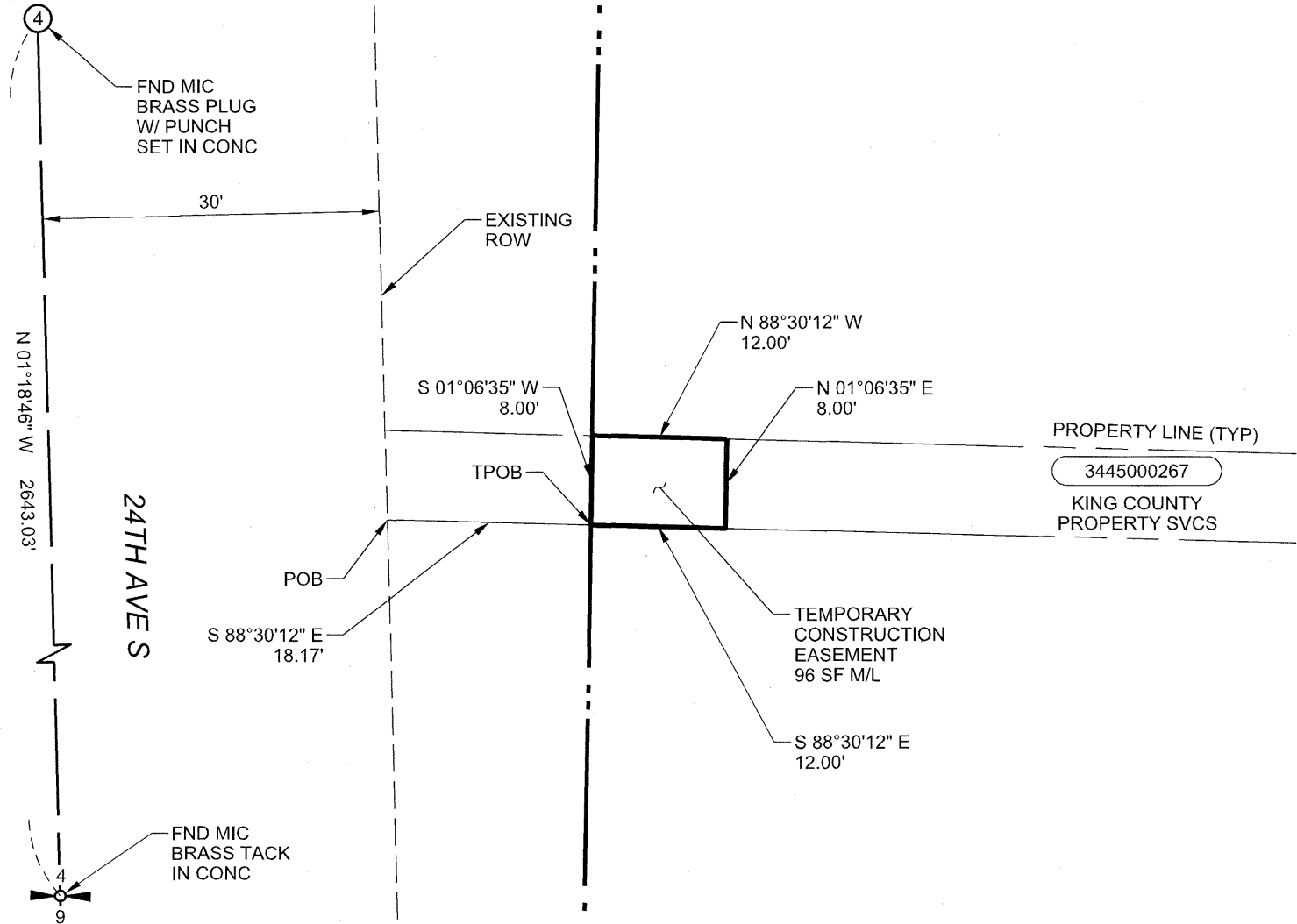
458038-V-EXHIBIT.dgn

CH2MHILL

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



NTS



24TH AVES S

PROPERTY LINE (TYP)

3445000267

KING COUNTY
PROPERTY SVCS

CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000265

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, 30-foot wide; thence along the southerly line of said PARENT PARCEL South 88°30'12" East, 13.77 feet; thence leaving said southerly line North 01°06'35" East, 104.00 feet to the northerly line of said PARENT PARCEL; thence along said northerly line North 88°30'12" West, 18.17 feet to the easterly margin of 24th AVE S; thence along said easterly margin South 01°18'46" East, 104.13 feet to the POINT OF BEGINNING, containing 1,661 square feet, more or less.

PARENT PARCEL

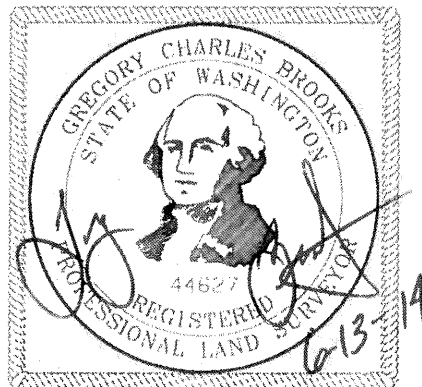
THE SOUTH 254 FEET OF THE NORTH 381 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 93 FEET THEREOF;

AND EXCEPT THE WEST 160 FEET OF THE NORTH 150 FEET THEREOF;

AND EXCEPT THE NORTH 142 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET CONVEYED TO KING COUNTY FOR 24TH AVENUE BY DEED RECORDED UNDER RECORDING NUMBER 4714902.



6/13/2014

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



4

FND MIC BRASS PLUG W/ PUNCH SET IN CONC

N 88°30'12" W
18.17'

PROPERTY LINE (TYP)

24TH AVE S

N 01°18'46" W

2643.03'

N 01°06'35" E
104.00'

3445000265

WOODSCO LLC
20704 24TH AVE S

S 01°18'46" E
104.13'

30'

ROW ACQUISITION
1661 SF M/L

POB

S 88°30'12" E
13.77'

EXISTING ROW

FND MIC BRASS TACK IN CONC

4
9

PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 12-JUN-14
DATE: 12-JUN-14
DATE: 12-JUN-14

CITY OF SEATAC
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



NTS

4

FND MIC BRASS PLUG W/ PUNCH SET IN CONC

N 88°30'12" W
12.00'

PROPERTY LINE (TYP)

24TH AVES S

12'

N 01°18'46" W
2643.03'

N 01°06'35" E
104.00'

3445000265

WOODSCO LLC
20704 24TH AVE S

S 01°06'35" W
104.00'

TEMPORARY CONSTRUCTION EASEMENT
1248 SF M/L

30'

S 88°30'12" E
13.77'

POB

EXISTING ROW

S 88°30'12" E
12.00'

FND MIC BRASS TACK IN CONC

TPOB

4
9

CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 12-JUN-14
DATE: 12-JUN-14
DATE: 12-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000270

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, 30-foot wide; thence along said easterly margin, North 01°18'46" West, 177.17 feet to the northerly line of said PARENT PARCEL; thence along said northerly line South 88°30'12" East, 13.77 feet; thence leaving said northerly line South 01°06'35" West, 176.95 feet to the southerly line of said PARENT PARCEL; thence along said southerly line North 88°31'33" West, 6.28 feet to the POINT OF BEGINNING, containing 1,774 square feet, more or less.

PARENT PARCEL

PARCEL A:

THE WEST 216 FEET OF THE SOUTH 254 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 75 FEET OF THE SOUTH 179 FEET OF THE WEST 216 FEET;

EXCEPT THE WEST 141 FEET OF THE SOUTH 87 FEET OF THE WEST 216 FEET OF SAID TRACT;

AND EXCEPT THE WEST 30 FEET FOR ROAD AS DEEDED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 4714901.

PARCEL B:

THE WEST 216 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 254 FEET;

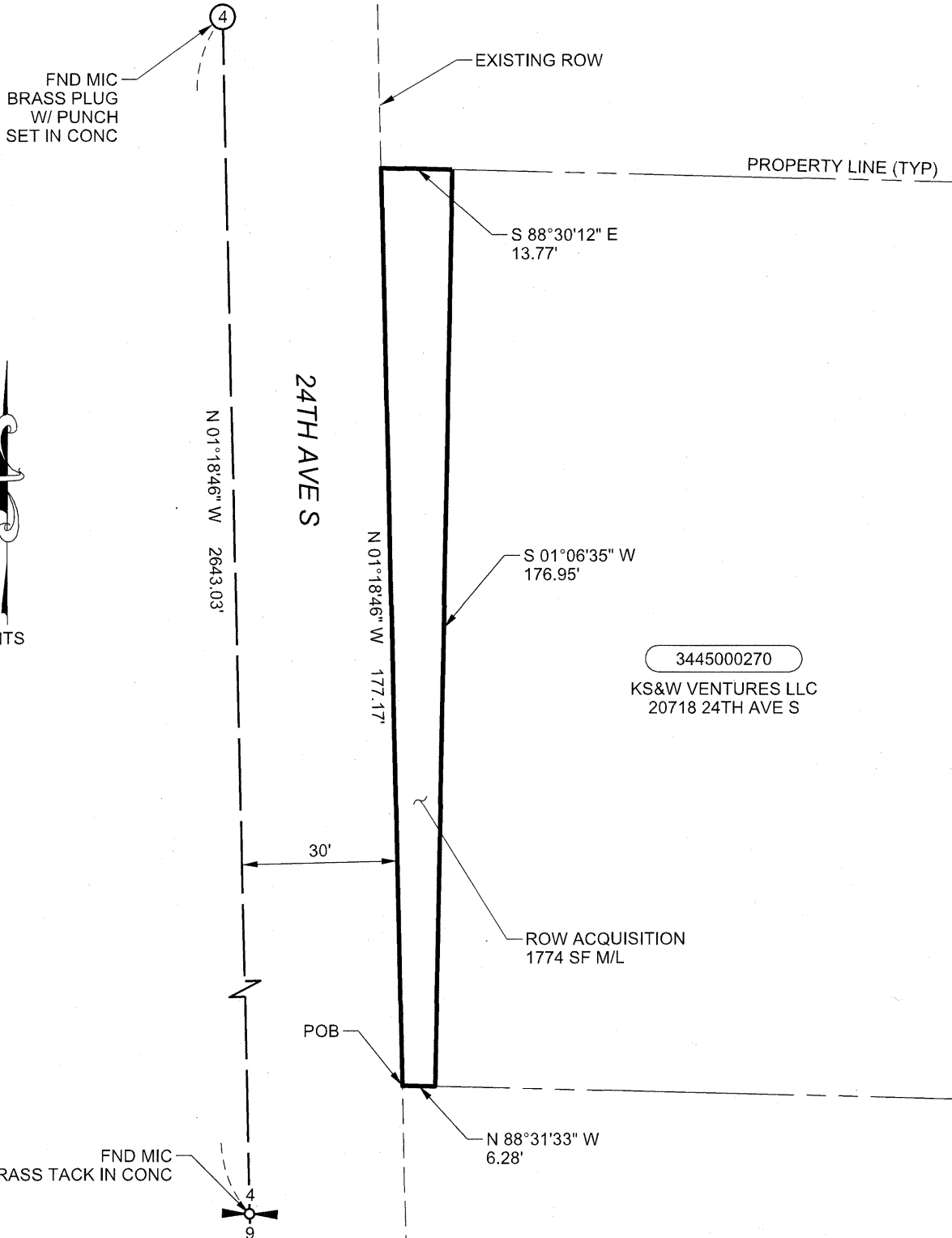
EXCEPT THE NORTH 381 FEET;

AND EXCEPT THE WEST 30 FEET FOR ROAD.



6/13/2014

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

459038-V-EXHIBIT.dgn

CH2MHILL

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.

FND MIC
BRASS PLUG
W/ PUNCH
SET IN CONC



NTS

N 01°18'46" W
2643.03'

24TH AVES

EXISTING ROW

N 88°30'12" W
12.01'

PROPERTY LINE (TYP)

12'

S 01°06'35" W
176.95'

3445000270

KS&W VENTURES LLC
20718 24TH AVE S

N 01°06'35" E
176.95'

TEMPORARY
CONSTRUCTION
EASEMENT
2123 SF M/L

30'

POB

TPOB

FND MIC
BRASS TACK IN CONC

S 88°31'33" E
12.00'

S 88°31'33" E
6.28'

4
9

CITY OF SEATAC

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS
CHECKED BY: GCB
REVISED BY: GCB

DATE: 12-JUN-14
DATE: 12-JUN-14
DATE: 12-JUN-14

458038-V-EXHIBIT.dgn

CH2MHILL

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000272

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being the intersection of the easterly margin of 24th AVE S, being 30-foot wide, and the northerly margin of S 208th St, also being 30-foot wide; thence along said southerly margin, South 88°31'33" East, 43.20 feet; thence leaving said southerly margin North 01°28'27" East, 3.00 feet; thence North 76°37'15" West, 26.90 feet; thence North 34°35'15" West, 23.48 feet; thence North 01°06'35" East, 44.47 feet to the northerly line of said PARENT PARCEL; thence along said northerly line North 88°31'33" West, 6.28 feet to the easterly margin of 24th AVE S; thence along said easterly margin South 01°18'46" East, 72.09 to the POINT OF BEGINNING, containing 741 square feet, more or less.

PARENT PARCEL

THE WEST 141 FEET OF THE SOUTH 87 FEET OF TRACT 32, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

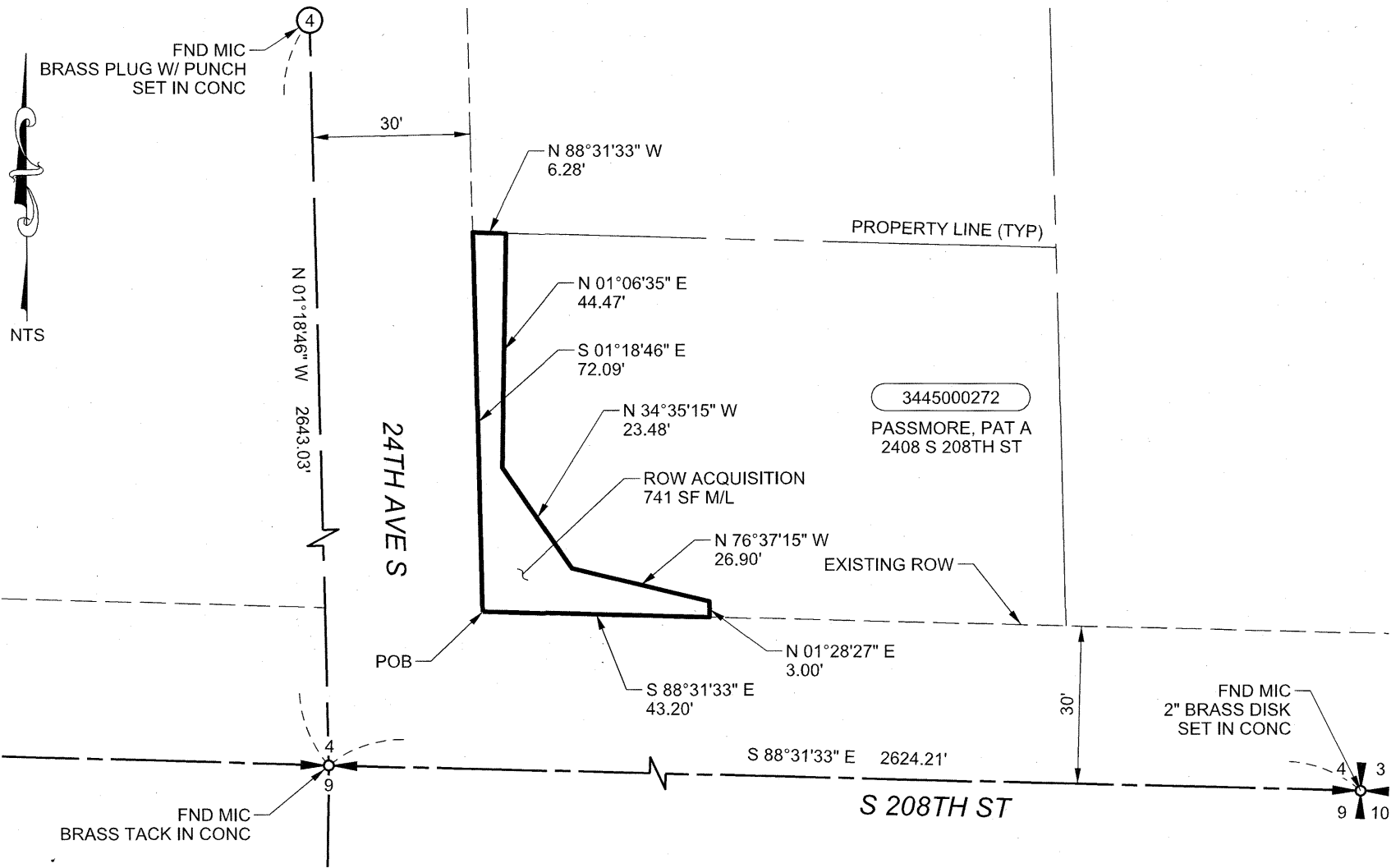
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 4714901;

AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN SOUTH 208TH STREET.



6/13/2014

SW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



CITY OF SEATAC

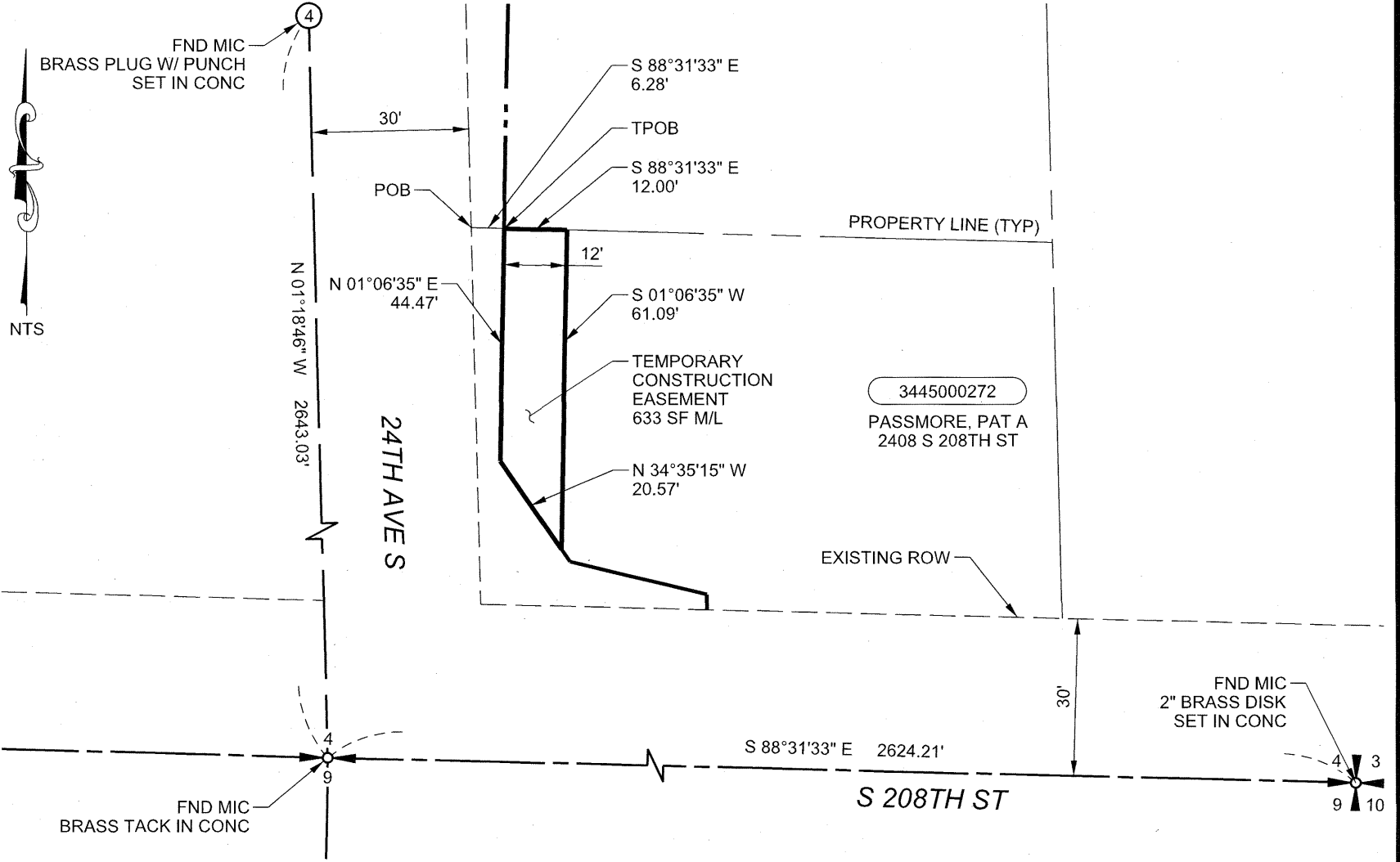
CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

458039-V-EXHIBIT.dgn

CH2MHILL

SW 1/4, SE 1/4, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS DATE: 12-JUN-14
 CHECKED BY: GCB DATE: 12-JUN-14
 REVISED BY: GCB DATE: 12-JUN-14

CITY OF SEATAC
 CONNECTING 24TH / 28TH AVE S.

EXHIBIT A
RIGHT OF WAY ACQUISITION FROM PARCEL NO. 0922049179

All that portion of the below described PARENT PARCEL, in Section 9, Township 22 North, Range 4 East, W.M., in King County, Washington, lying northwesterly of the following described line:

Beginning at the southwest corner of the below described PARENT PARCEL, said point also being on the easterly margin of 24th AVE S, being 30-feet wide; thence along said easterly margin North 01°06'35" East, 62.16 feet to the TRUE POINT OF BEGINNING of the hereinafter described line; thence leaving said easterly margin along a 30.00-foot radius tangent curve to the right, through a central angle of 90°21'52", an arc distance of 47.31 feet to a point on the southerly margin of S 208th St and the terminus of said line, containing 196 square feet, more or less.

PARENT PARCEL

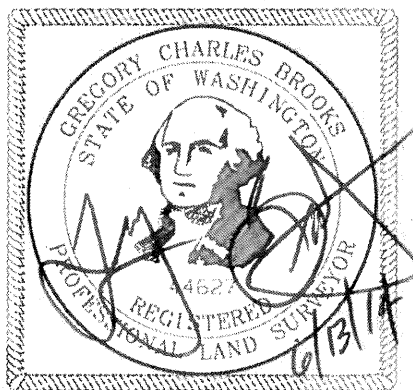
THE WEST 2 ACRES;

EXCEPT THE SOUTH 255 FEET;

AND EXCEPT THE EAST 160 FEET OF THE FOLLOWING DESCRIBED TRACT:

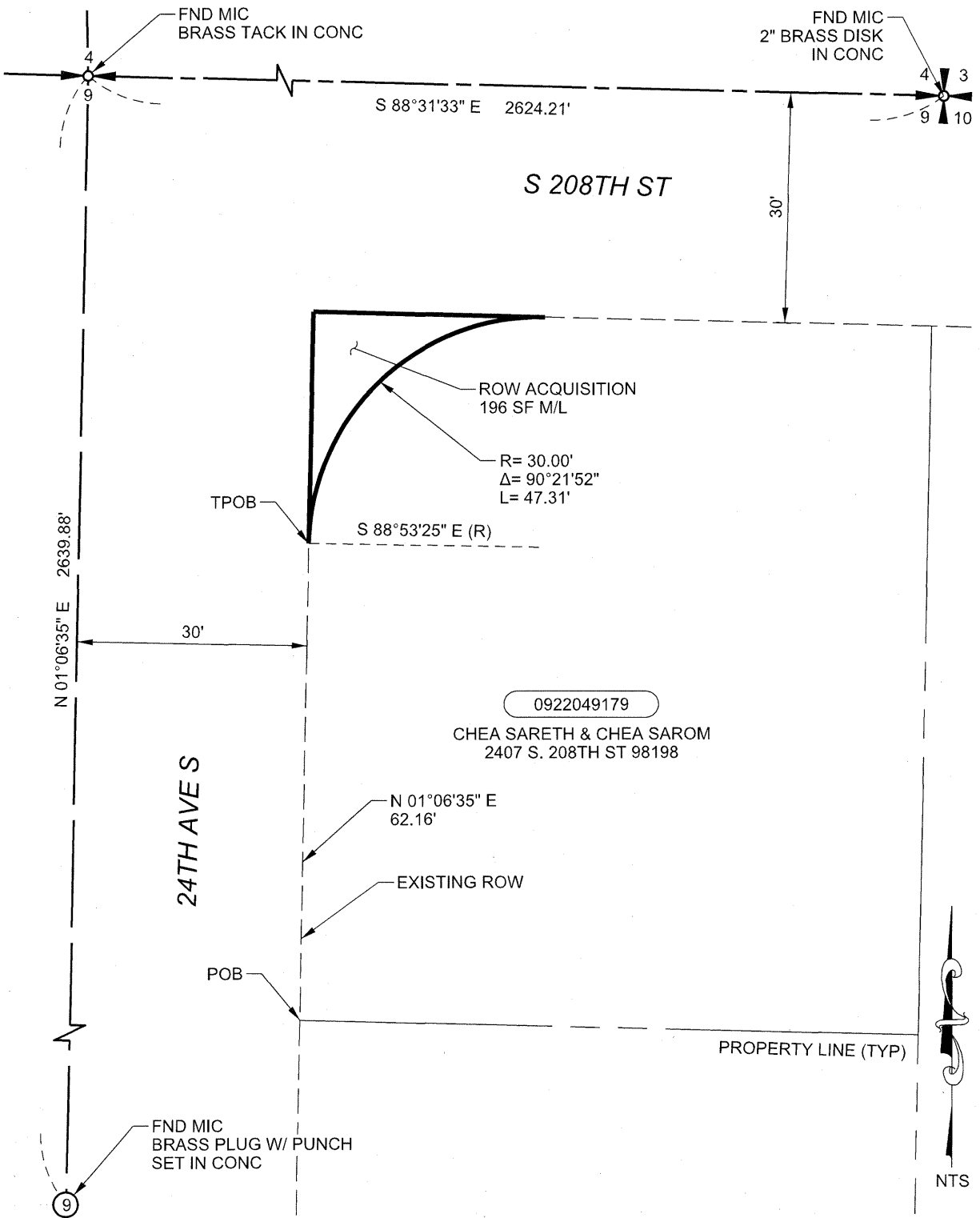
THE NORTH 5 ACRES OF THE WEST 17-1/2 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THE NORTH 30 FEET, THE WEST 30 FEET AND THE EAST 30 FEET THEREOF.



6/13/2014

NW 1/4, NE 1/4, SEC 09, T. 22 N., R. 04 E., W.M.



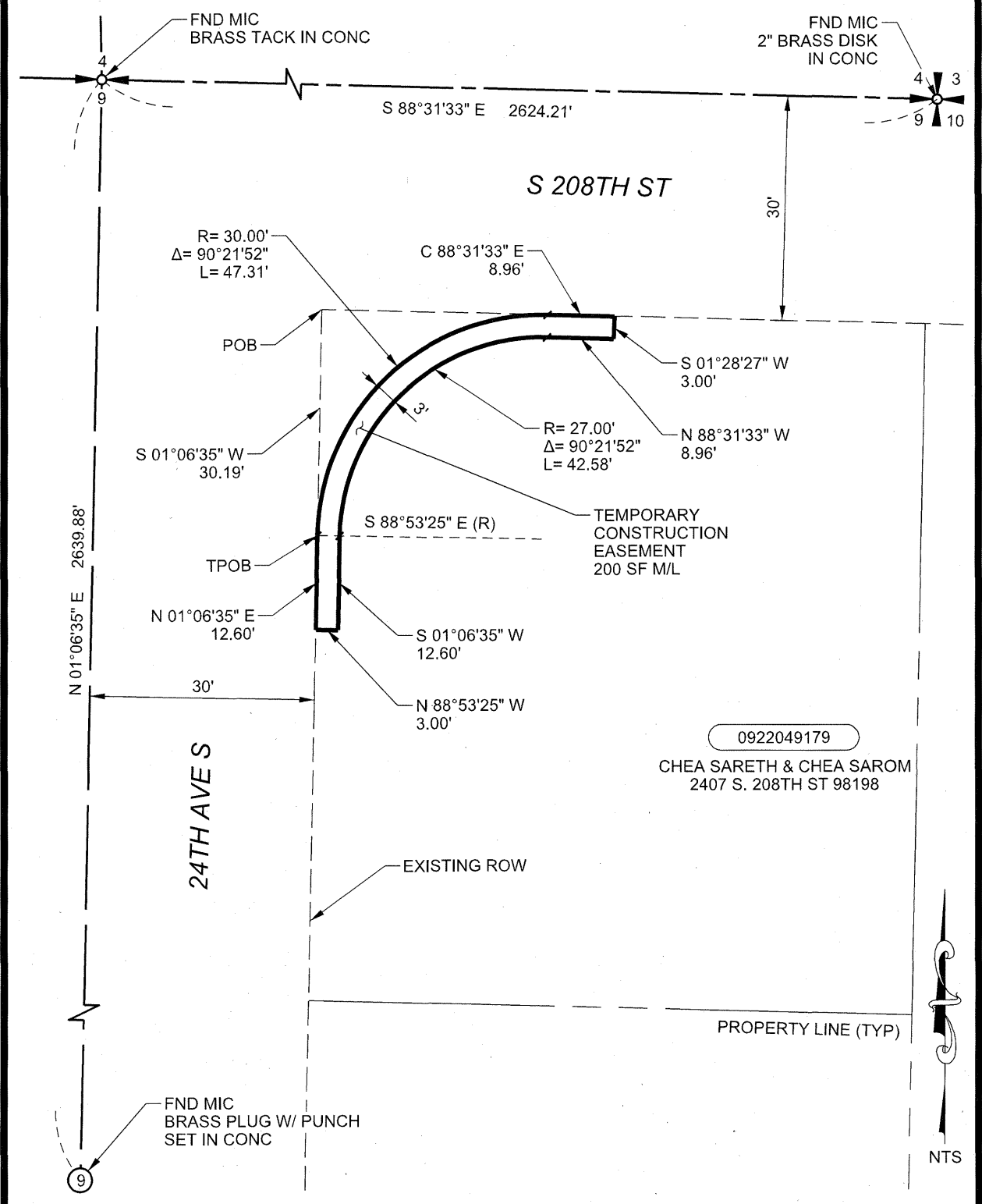
PREPARED BY: EBS DATE: 13-JUN-14
CHECKED BY: GCB DATE: 13-JUN-14
REVISED BY: GCB DATE: 13-JUN-14

CITY OF SEATAC
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL

NW ¼, NE ¼, SEC 09, T. 22 N., R. 04 E., W.M.



0922049179

CHEA SARETH & CHEA SAROM
2407 S. 208TH ST 98198



PREPARED BY: EBS DATE: 12-JUN-14
CHECKED BY: GCB DATE: 12-JUN-14
REVISED BY: GCB DATE: 12-JUN-14

CITY OF SEATAC
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

CH2MHILL