



City of SeaTac

Council Study Session Agenda

April 28, 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 #3685; An Ordinance amending the 2015-2016 budget for certain unspent 2014 carry forward appropriations (total time: 10 minutes / presentation time: 5 minutes)

By: Systems and Finance Director Aaron Antin

2. Agenda Bill #3696; A Motion authorizing the City Manager to execute a design contract amendment for the Connecting 28th/24th Avenue South project (total time: 10 minutes / presentation time: 5 minutes)

By: Assistant City Engineer Florendo Cabudol

3. Agenda Bill #3679; A Motion authorizing final acceptance of South 179th Street Sidewalk Project (total time: 15 minutes / presentation time: 5 minutes)

By: Civil Engineer II Toli Khlevnoy

4. Agenda Bill #3693; A Resolution endorsing a preferred (TO BE DETERMINED) alignment of Sound Transit's Federal Way Link Extension within SeaTac city limits (total time: 30 minutes / presentation time: 5 minutes)

By: Assistant City Manager Gwen Voelpel / Community and Economic Development Director Joe Scorcio / Planning Manager Steve Pilcher

5. PRESENTATIONS – COUNCIL DIRECTION:

● **Review of draft Angle Lake District Station Area Plan (total time: 30 minutes / presentation time: 15 minutes)**

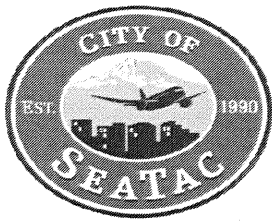
By: Community & Economic Development Director Joseph Scorcio / Planning Manager Steve Pilcher / Senior Planner Kate Kaehny

PRESENTATIONS – INFORMATION ONLY:

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

By: Police Chief Lisa Mulligan

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

April 28, 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.)

5. PRESENTATIONS:

● **Council consideration and confirmation of Mayoral re-appointments of Jean Blackburn, Virginia Olsen, and Matthew York, and the appointment of Yolanda Gonzalez as members and the appointment of Clyde “Fuzz” Hill as an alternate member of the Community Building Committee** (*total time: 5 minutes*)

By: Mayor Mia Gregerson

● **Introduction of New King County Library System Director and Library System Cluster Manager** (*total time: 10 minutes*)

By: King County Library System Director Gary Wasdin / King County Library System Cluster Manager Angelina Benedetti

● **Crisis Clinic** (*total time: 5 minutes*)

By: 211 Director Susan Gemmel

6. CONSENT AGENDA:

● **Approval of claims vouchers** (check no. 110618 – 110767) in the amount of \$487,667.41 for the period ended April 20, 2015.

● **Approval of claims vouchers** (check no. 110768– 110769) in the amount of \$272,671.11 for the period ended April 22, 2015.

● **Approval of payroll vouchers** (check nos. 52724 – 52742) in the amount of \$71,842.76 for the period ended April 15, 2015.

● **Approval of payroll electronic fund transfers** (check nos. 84202 - 84335) in the amount of \$325,983.50 for the period ended April 15, 2015.

● **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$51,851.76 for the period ended April 15, 2015.

● **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended April 23, 2015.

Agenda Items reviewed at the April 14, 2015 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3686 (Key Insurance, LLC/Sash leases), and related Agenda Bill #3689 (budget amendment) have been moved to Action Items.

Agenda Bill #3682; A Motion authorizing staff to apply for the 2016 Community Development Block Grant for design and construction of a neighborhood park at the Riverton Heights site

Agenda Bill #3676; A Motion authorizing the City Manager to execute a construction contract and authorizing expenditures for the 24th Avenue South Overlay Project

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

ACTION ITEMS:

This agenda bill was removed from the consent agenda and has been revised by removing the SASH Lease for approval at a future meeting.

7. Agenda Bill #3686; A Motion approving the lease for Key Insurance, LLC for space on the second floor of City Hall (total time: 10 minutes / presentation time: 5 minutes)

By: Facilities Manager Pat Patterson

This agenda bill was removed from the consent agenda because it is related to Agenda Bill #3686.

8. Agenda Bill #3689; An Ordinance amending the 2015-2016 Biennial City Budget to fund scanning of documents by the City Clerk (total time: 10 minutes / presentation time: 5 minutes)

By: City Clerk Kristina Gregg

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COMMITTEE UPDATES:

COUNCIL COMMENTS:





EXECUTIVE SESSION: Review the performance of a public employee (RCW 42.30.110 [1][g]) (20 Minutes)

ADJOURN:

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: Finance & Systems

Agenda Bill #: 3685

TITLE: An Ordinance to amend the 2015-2016 budget for certain unspent 2014 carry forward appropriations.

<i>March 27, 2015</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 05/12/2015
Ord/Res Exhibits:	Exhibit A - Summary of carry forward items; Exhibit B - All Budgeted Funds Table
Review Dates:	, CSS 04/28/2015
Prepared By:	Aaron Antun, Finance & Systems Director
Director:	 City Attorney: 
Finance:	 BARS #: Multiple accounts
City Manager:	 Applicable Fund Name: Multiple Funds

3/28/15

SUMMARY: This Ordinance amends the city's 2015-2016 Biennial Budget to include certain unspent 2014 carry forward appropriations.

DISCUSSION / ANALYSIS / ISSUES: Special revenue fund #105 and Transportation capital fund # 307 have eligible savings from 2014 that are a result of two particular projects continuing from 2014 into 2015. This amendment would move that 2014 savings from 2014 to 2015 in a total amount of \$225,000. Details of this request are shown in Exhibit A. Exhibit B has also been updated to provide Council with a total summary of all funds after reflecting this change and includes beginning and ending fund balances by fund. City Council may note that there is no request being made for the General Fund, as the 2% savings that was experienced in 2014 was already anticipated when the beginning fund balance for the 2015-2016 budget was previously set.

This carry forward request of \$225,000 is approximately 0.1% of the 2015-2016 adopted budget of \$169,176,587. All budget carry forward amounts have been reviewed for compliance with the appropriate RCW's for this restricted budgetary process allowed by State Law.

Budget carry forward actions are not considered new budget appropriations, as the previously granted (and unspent) budget authority is moving from 2014 to 2015 to allow for the timing of project payments that were originally planned for in 2014 to occur in 2015 and coincide with the actual project completion timeline that is also moving from 2014 to 2015.

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

FISCAL IMPACT: There is no net fiscal impact as any expenditure increase is entirely offset by 2014 expenditure savings.

ALTERNATIVE(S): If not approved, the contractual obligations requiring payment in 2015 for work that was planned for in 2014 but occurred in 2015 would need to be resolved by a separate funding action.

ATTACHMENTS: None

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, to amend the 2015-2016 budget for certain unspent 2014 carry forward appropriations.

WHEREAS, for funds other than the General Fund, the City Council wishes to amend the 2015-2016 adopted budget, to carry forward unexpended 2014 appropriations for projects continuing into 2015; and

WHEREAS, certain adjustments to fund balances and expenditures are advisable to properly manage and account for city funds and to increase transparency of the total citywide all-funds financial summary; and

WHEREAS, State Law, Chapter 35A.34 RCW allows for carry forward of unexpended appropriation balances of a preceding budget year;

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

Section 1. This Ordinance amends the City's 2015-2016 biennial budget for 2014 unspent appropriation authority on project commitments made during 2014 but are anticipated to be completed in due course during the 2015-2016 biennial budget period. Such requests have been further evaluated and limited to actual budget savings occurring during 2014 to be eligible for this budget action. The result will be an increase in the budgeted beginning fund balances and an increase to the 2015 expenditure authority by the same amount of \$225,000. This amount is composed entirely of unexpended 2014 budget authority being carried forward into 2015 for the items identified in Exhibit A.

There are no General Fund amounts included in this budget action.

Section 2. The amended biennial budget sets forth totals of estimated appropriations for each separate fund, and the aggregate totals for all such funds. The said amended budget appropriations, in summary by fund and aggregate total of the City of SeaTac is shown in the attached Exhibit B

Section 3. This Ordinance shall be in full force and effect for the fiscal years 2015-2016 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: _____]

[2015-2016 Biennial Budget Amendment Ordinance]

EXHIBIT A
2014 to 2015 Budget carry forward summary

<u>FUND #</u>	<u>From Acct #</u>	<u>To Acct #</u>	<u>Carry Fwd Amount</u>	<u>Description</u>
<i>There are no General Fund Requests</i>			<u><u>\$0</u></u>	Actual savings of 2% was already anticipated in setting the 2015-2016 Budget
<i>Special Revenue Funds</i>				
106	106.000.03.519.70.41.000	106.000.03.519.70.41.000	\$70,000	Sound Transit related contracted professional services not completed in 2014 will carry forward into the 2015 budget period.
<i>Capital Funds</i>				
307	307.000.11.595.61.63.186	307.000.11.595.61.63.186	\$155,000	Required for the remaining payments for construction to S 179th St Sidewalk Project.
Grand Total - ALL FUNDS			<u><u>\$225,000</u></u>	

EXHIBIT B

2015-2016 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$169,176,587

		BEGINNING	REVENUES	EXPENDITURE	ENDING
		BALANCE	& OTHER SOURCES	APPROPRIATION	BALANCE
FUND		2015-2016	2015-2016	2015-2016	2015-2016
001	General Fund	\$ 7,454,789	\$ 72,482,593	\$ 69,984,179	\$ 9,953,203
102	Street Fund	8,531,781	15,394,742	15,510,794	8,415,729
105	Port ILA	1,299,848	1,250	45,470	1,255,628
106	Transit Planning	208,350	657,280	727,080	138,550
107	Hotel/Motel Tax	6,696,335	2,022,422	2,670,003	6,048,754
108	Building Management	1,341,000	3,022,900	2,030,954	2,332,946
110	Facility Repair & Replacement	87,653	200,100	283,058	4,695
111	Des Moines Creek Basin ILA	1,248,851	725,792	738,616	1,236,027
206	2009 LTGO Bond Fund	10,802	691,020	691,000	10,822
207	SCORE Bond Servicing	0	419,022	419,022	0
301	Municipal Capital Improvements	258,682	4,671,424	3,363,859	1,566,247
306	Municipal Facilities CIP	3,274,810	1,183,000	4,456,656	1,154
307	Transportation CIP	1,021,375	23,538,000	22,313,408	2,245,967
308	Light Rail Station Areas CIP	1,804,772	1,500	1,750,000	56,272
403	SWM Utility	3,108,978	5,414,705	4,454,842	4,068,841
501	Equipment Rental	1,356,889	1,045,922	2,348,475	54,336
TOTAL BIENNIAL BUDGET		\$37,704,915	\$131,471,672	\$131,787,416	\$37,389,171

2015 BUDGET PORTION FOR MANAGEMENT PURPOSES

		FY 2015	FY 2015	FY 2015	FY 2015
001	General Fund	\$ 7,454,789	\$ 36,253,066	\$ 34,636,147	\$ 9,071,708
102	Street Fund	8,531,781	7,558,965	9,846,185	6,244,561
105	Port ILA	1,299,848	750	22,735	1,277,863
106	Transit Planning	208,350	320,256	390,156	138,450
107	Hotel/Motel Tax	6,696,335	997,789	1,342,790	6,351,334
108	Building Management	1,341,000	1,529,700	1,169,474	1,701,226
110	Facility Repair & Replacement	87,653	100,050	183,059	4,644
111	Des Moines Creek Basin ILA	1,248,851	362,364	350,808	1,260,407
206	2009 LTGO Bond Fund	10,802	347,510	347,500	10,812
207	SCORE Bond Servicing	0	209,553	209,553	0
301	Municipal Capital Improvements	258,682	2,109,774	1,763,709	604,747
306	Municipal Facilities CIP	3,274,810	1,183,000	4,456,656	1,154
307	Transportation CIP	1,021,375	11,984,500	11,286,040	1,719,835
308	Light Rail Station Areas CIP	1,804,772	750	1,250,000	555,522
403	SWM Utility	3,108,978	2,707,794	2,641,677	3,175,095
501	Equipment Rental	1,356,889	514,947	1,290,252	581,584
TOTAL BUDGET		\$37,704,915	\$66,180,768	\$ 71,186,741	\$32,698,942

2016 BUDGET PORTION FOR MANAGEMENT PURPOSES

		FY 2016	FY 2016	FY 2016	FY 2016
001	General Fund	\$ 9,071,708	\$ 36,229,527	\$ 35,348,032	\$ 9,953,203
102	Street Fund	6,244,561	7,835,777	5,664,609	8,415,729
105	Port ILA	1,277,863	500	22,735	1,255,628
106	Transit Planning	138,450	337,024	336,924	138,550
107	Hotel/Motel Tax	6,351,334	1,024,633	1,327,213	6,048,754
108	Building Management	1,701,226	1,493,200	861,480	2,332,946
110	Facility Repair & Replacement	4,644	100,050	99,999	4,695
111	Des Moines Creek Basin ILA	1,260,407	363,428	387,808	1,236,027
206	2009 LTGO Bond Fund	10,812	343,510	343,500	10,822
207	SCORE Bond Servicing	0	209,469	209,469	0
301	Municipal Capital Improvements	604,747	2,561,650	1,600,150	1,566,247
306	Municipal Facilities CIP	1,154	-	-	1,154
307	Transportation CIP	1,719,835	11,553,500	11,027,368	2,245,967
308	Light Rail Station Areas CIP	555,522	750	500,000	56,272
403	SWM Utility	3,175,095	2,706,911	1,813,165	4,068,841
501	Equipment Rental	581,584	530,975	1,058,223	54,336
TOTAL BUDGET		\$32,698,942	\$65,290,904	\$60,600,675	\$37,389,171





SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3696

TITLE: A Motion authorizing the City Manager to execute a design contract amendment for the Connecting 28th/24th Avenue South project.

April 21, 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>5/12/15 RCM</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>4/28/15 CSS</u>	
Prepared By: <u>Florendo Cabudol, Assistant City Engineer</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>307.000.11.595.30.63.057</u>
City Manager: <u></u>	Applicable Fund Name: <u>Transportation CIP (307)</u>

3M
154

SUMMARY: This Motion authorizes the City Manager to execute a design contract amendment for the Connecting 28th/24th Avenue South project and authorizes payment for this amendment from the City's 307 Transportation CIP fund.

DISCUSSION / ANALYSIS / ISSUES: CH2M HILL, Inc. is the design engineer for the Connecting 28th/24th Avenue South project. The contract for design services was approved by Council through Agenda Bill 3443 and executed on September 20, 2012. A previous contract amendment was approved through Resolution 14-006 and executed on July 10, 2014. This initial contract amendment was for additional services in support of the delivery and stabilization of fill material for the project. A second contract amendment is needed for additional services to design and incorporate a bridge and tunnel into the project that is outside the original contract scope of work. The bridge and tunnel structures will replace the proposed embankment through the segment of the 28th/24th Avenue South corridor that intersects with the future State Route 509. These structures will help avoid future tear out of the new roadway and preserves a north-south principal arterial when SR 509 is built. Ultimately, these structures will be SR 509 facilities. Once the State Legislature funds the SR 509 project, the City would seek reimbursement through the Washington State Department of Transportation for both design and construction cost.

The requested contract amendment amount of \$608,064 compensates for the additional services to complete the project. The amendment also extends the contract completion date to February 5, 2016. The structures would be built by the City's Connecting 28th/24th Avenue South construction contract in 2016 – 2017. The conceptual cost estimate to design and construct both structures is \$4 million. The additional construction expenditure will be included in the mid-biennial budget modification later this year.

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

FISCAL IMPACT: This amendment increases the total design authorization amount from \$2,628,497 to \$3,236,561. The \$608,064 expenditure will not increase costs above the project's total 2015-2016 biennium budget of \$13,444,000.

ALTERNATIVE(S): Do not pass the Motion. Not passing this Motion eliminates the bridge and tunnel from the project and the embankment option is reinstated.

ATTACHMENTS: Contract Amendment 2 Fee Determination
Washington State Department of Transportation Letter

EXHIBIT E
DRAFT CONSULTANT FEE DETERMINATION - AMENDMENT 02
City of SeaTac
Connecting 28th/24th Avenue South
Summary By Task - CH2M HILL

Task	Task Name	Team Hours	Team Labor	Expenses	Total
	Original Contract Total	16,808.0	\$2,193,929	\$52,071	\$2,246,000
	Management Reserve				\$100,000
	Amendment 01				
	Amendment 01 Total	1,915.0	\$232,382	\$50,115	\$282,497
	Amendment 02				
AA.01	Project Management	500.0	\$74,784	\$0	\$74,784
AA.02	Funding Support	0.0	\$0	\$0	\$0
AA.03	Alternative Development & Screening	239.0	\$31,190	\$0	\$31,190
AA.04	Survey and Mapping	0.0	\$0	\$0	\$0
AA.05	30 % Design	621.0	\$70,654	\$5,000	\$75,654
AA.06	Environmental Documentation	0.0	\$0	\$0	\$0
AA.07	Right of Way	0.0	\$0	\$0	\$0
AA.08	Agency, Stakeholder, and Community Coordination	588.0	\$107,198	\$0	\$107,198
AA.09	Contract Drawings	2,595.0	\$263,208	\$20,000	\$283,208
AA.10	Geotechnical Engineering	122.0	\$14,621	\$6,390	\$21,011
AA.11	Specifications	16.0	\$3,004	\$0	\$3,004
AA.12	Cost Estimating	32.0	\$6,007	\$0	\$6,007
AA.13	Major Milestone Reviews (30, 60, 90, 100%)	32.0	\$6,007	\$0	\$6,007
AA.14	Services During Bidding	0.0	\$0	\$0	\$0
	Amendment 02 Total	4,745.0	\$576,674	\$31,390	\$608,064
	Grand Total	23,468.0	\$3,002,985	\$133,576	\$3,236,561



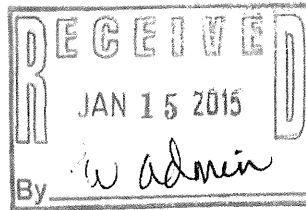
**Washington State
Department of Transportation**

Lynn Peterson, P.E.
Secretary of Transportation

Northwest Region
15700 Dayton Ave North
Seattle, WA 98133-9710

206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Lorena Eng, P.E.
NW Region Administrator



January 9, 2015

Mr. Tom Gut, P.E.
Public Works Director
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

RE: WSDOT Supports the Connecting 28th/24th Avenue South Project

Dear Mr. Gut:

Thank you for your letter dated October 29, 2014 regarding SR 509 Savings Opportunity.

WSDOT agrees that there is a unique opportunity to incorporate a key element of the SR 509 project via the Connecting 28th/24th Avenue South project. WSDOT supports advancing the construction of the bridge over SR 509 as part of the project. Therefore, WSDOT supports SeaTac's request for funding. WSDOT is also committed to providing resources to participate in design review from January to July 2015.

WSDOT supports SeaTac's plan to fund and build the bridge now for the following reasons:

- Enhances the partnerships between WSDOT, City of SeaTac, local jurisdictions, Sound Transit, and the Port of Seattle, who have all invested in this corridor.
- Eliminates tear-out of completed improvements while providing forward compatibility with the future SR 509 interchange.
- Reduces future SR 509 construction costs and leverages \$22.7 million of local (non-WSDOT) funding.
- A fully completed 28th/24th Avenue South corridor provides an alternate route during construction of the SR 509 undercrossing of SR 99.
- Reduces disruption to the travelling public on 28th/24th Avenue South which will provide important access to the Sound Transit station opening in 2016. Future bridge construction would require multiple stages, impacting traffic for approximately 12-15 months.
- Advances SR 509 construction by completing an element in the overall SR 509 project.

WSDOT agrees that building the bridge now makes good sense for all stakeholders.

Sincerely,

Lorena Eng, P.E.
Northwest Region Administrator
Washington State Department of Transportation

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3679

TITLE: A motion authorizing final acceptance of the South 179th Street Sidewalk Project.

<i>April 17, 2015</i>	
<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 05/12/15</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 04/28/15</u>
Prepared By:	<u>Toli Khlevnoy, Civil Engineer 2</u>
Director:	<u><i>Thomas W. Gue</i></u> City Attorney: <u><i>Mary Mianche Barolo</i></u>
Finance:	<u><i>A. A.</i></u> BARS #: <u>307.000.M.595.61.63.186</u>
City Manager:	<u><i>Todd Bello</i></u> Applicable Fund Name: <u>Transportation CIP (307)</u>

37

SUMMARY: This Motion formally accepts the construction of the South 179th Street Sidewalk Project.

DISCUSSION / ANALYSIS / ISSUES: The subject construction contract was awarded on June 10, 2014 to Hoffman Construction, Inc. in the amount of \$1,382,354.98. Council approved a total construction budget authorization, including a 10% contingency, materials testing, and inspection overtime, of \$1,530,590.48. Construction began on July 7, 2014 and was substantially complete on December 26, 2014. The project constructed 0.40 miles of new sidewalk, curb and gutter. The storm drain system was improved, signage was updated, and the pavement was resurfaced from 42nd Avenue South to Military Road South.

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

FISCAL IMPACT: The actual expenditures total \$1,478,242.11 which is 3% under the authorized expenditures. Savings were realized due to good soil conditions, and closing the road during construction which reduced traffic control costs.

Expenditure

	<u>Authorized</u>	<u>Actual</u>
Construction Contract	\$1,382,354.98	\$1,382,354.98
Contingency (10%)	\$138,235.50	\$89,917.40
Materials Testing (King County)	\$5,000.00	\$1,916.91
Inspection Overtime	<u>\$5,000.00</u>	<u>\$4,052.82</u>
Total Expenditure	\$1,530,590.48	\$1,478,242.11

Funding

	<u>Budget</u>	<u>Actual</u>
Highline Water District Reimbursement	\$429,831.85	\$444,299.70
City Fund 307 (Transportation CIP)	<u>\$1,100,758.63</u>	<u>\$1,033,942.41</u>
Total revenue	\$1,530,590.48	\$1,478,242.11


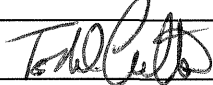
ALTERNATIVE(S): Do not grant final acceptance to the project; however Washington State Law requires eventual acceptance.

ATTACHMENTS: None.

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: City Manager's Office

Agenda Bill #: 3693

TITLE: A resolution endorsing a preferred (TO BE DETERMINED) alignment of Sound Transit's Federal Way Link Extension within SeaTac city limits.

<i>April 23, 2015</i>	
<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>5/12/2015</u>
Ord/Res Exhibits:	
Review Dates:	<u>October 23, 2012 CSS, December 11, 2012 CSS, March 26, 2013 CSS, June 25, 2013 CSS, November 12, 2013 CSS, June 24, 2014 CSS, March 12, 2015 CSS, April 14, 2015 CSS on DEIS, April 28, 2015 CSS on alignment resolution</u>
Prepared By:	<u>Gwen Voelpel</u>
Director:	<u></u>
City Attorney:	<u>Mary Mirante Barro</u>
Finance:	<u>BARS #:</u>
City Manager:	<u></u> <u>Applicable Fund Name: N/A</u>

378

SUMMARY: This resolution endorses a preferred alignment of Sound Transit's Federal Way Link Extension within SeaTac city limits. The alignment will be inserted into the resolution upon direction of the City Council before adoption at the May 12 Regular Council Meeting.

DISCUSSION / ANALYSIS / ISSUES: Sound Transit released the Draft Environmental Impact Statement (DEIS) for the 7.6-mile Federal Way Link Extension on April 10. The extension would begin at SeaTac's Angle Lake Station at South 200th Street and connect to Kent/Des Moines by 2023. Environmental analysis also includes the segment from Kent/Des Moines to the Federal Way Transit Center, which will occur as funding becomes available.

City staff will provide technical comments to Sound Transit on the DEIS. Concurrently, the City Council has expressed an interest in taking a position on a preferred alignment and relaying that position to the Sound Transit Board prior to the Board's decision on a preferred alignment to be studied further in the Final Environmental Impact Statement. That Board Decision is slated to occur sometime in mid-summer and as early as June 2015.

The Council has received regular updates from Sound Transit on the Federal Way Link Extension as route and station options have evolved over the past two years as enumerated above. In addition, the SeaTac City Council approved a list of shared prioritized goals and principles developed with the City of Des Moines on May 14, 2013.

Following a presentation on the Sound Transit DEIS at the April 14 City Council Study Session, the Council requested staff bring forward a resolution expressing a preferred alignment with the actual identification of that alignment left blank to facilitate a Council discussion on April 28. The April 14 presentation is attached. Please reference pages near end of presentation noted as "City Specific Impacts."

RECOMMENDATION(S): It is recommended that the Council determine a preferred alignment for inclusion in the resolution for the May 12 Regular Council Meeting.

FISCAL IMPACT: None.

ALTERNATIVE(S):

1. Council may adopt the resolution with a specific preferred alignment within SeaTac City limits. This would express the current desire of the body. Staff recommends this occur prior to the ST Board's consideration to maximize the impact of the City Council's expressed preference.
2. Council may adopt the resolution only affirming the principles and goals as identified in the proposed Comprehensive Plan policy language and framework, and in consideration of past communication as developed with the City of Des Moines and comment following the Board's action. This option, although feasible, does not maximize the opportunity to influence the Board's decision.
3. Council may choose not to adopt a resolution with a preferred alignment. This is not advised if the City Council has a strong preference.

ATTACHMENTS:

Sound Transit Federal Way Link Extension April 14 CSS Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, ENDORSING A PREFERRED _____ ALIGNMENT OF SOUND TRANSIT'S FEDERAL WAY LINK EXTENSION WITHIN SEATAC CITY LIMITS.

WHEREAS, in 2008 the voters authorized Sound Transit to proceed with an expansion of their Link light rail system to include service from SeaTac to Federal Way approved under the Sound Transit 2 (ST2) Plan; and

WHEREAS, the provision of light rail service aligns with the City Council's vision of SeaTac being a premier global community offering a solid, sustainable economy and a healthy, inclusive and vibrant quality of life; and

WHEREAS, expansion of the light rail system throughout the region including the opening of the University of Washington and Angle Lake stations in 2016 and eventual connections south to Tacoma and north to Everett offers enhanced access to expanded employment, education, health care and other services that support SeaTac residents; and

WHEREAS, current City of SeaTac comprehensive plan policy language as adopted in the 2009 plan amendments specifically calls for an alignment along the west side 28th Avenue South and International Boulevard (State Route 99) to South 216th Street to minimize impacts in SeaTac; and

WHEREAS, Sound Transit's analysis of potential routes and stations for the Federal Way Link Extension evolved significantly over the past two years with the addition of an alternative that parallels State Route 509 and Interstate 5 and exploration of an additional below-ground station at South 216th Street on International Boulevard; and

WHEREAS, new City of SeaTac comprehensive plan policy language under development

would remove the strict preference enumerated in the 2009 amendment and allow the City Council to express a preference for any alignment that minimizes disruptions to private and public property owners, businesses and residents and causes minimal adverse aesthetic, economic and environmental impacts; and

WHEREAS, the City Council will not formally adopt the new policy language regarding the preferred alignment for the Federal Way Link Extension until June 2015 but has expressed agreement in concept; and

WHEREAS, the City Councils of the City of SeaTac and Des Moines collaboratively developed a framework of prioritized goals and principles to guide decision making on light rail extension and station locations through the respective cities; and

WHEREAS, the top three priority goals of the two cities are to minimize the impacts of the Federal Way Link Extension on business and residents, facilitate economic development along the alignment, and maintain traffic capacity along SR 99 and at the Kent/Des Moines intersection; and

WHEREAS, the SeaTac City Council received a presentation from Sound Transit staff on April 14, 2015, that detailed specific impacts in SeaTac for the potential alignments; and

WHEREAS, the City of SeaTac wishes to make Sound Transit aware of the City's preferences on potential alignments to ensure they will be considered by the Sound Transit Board in determining a preferred alternative.

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

Section 1. The SeaTac City Council hereby takes an official position in strong support of a _____ alignment as illustrated in Exhibit ____ in the Draft Environmental Impact Statement April 2015 within the SeaTac municipal boundaries.

Section 2. That the City will work with Sound Transit on the preferred alternative above for the Federal Way Link Extension Final Environmental Impact Statement to address mutual and respective goals.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

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 E. Mirante Bartolo, City Attorney

Federal Way Link Extension (FWLE)



City Council Meeting

April 14, 2015



Purpose of briefing:

1. Overview of FWLE DEIS document
2. Review draft Comprehensive Plan Policy
3. Review Sound Transit process
4. Presentation by Sound Transit



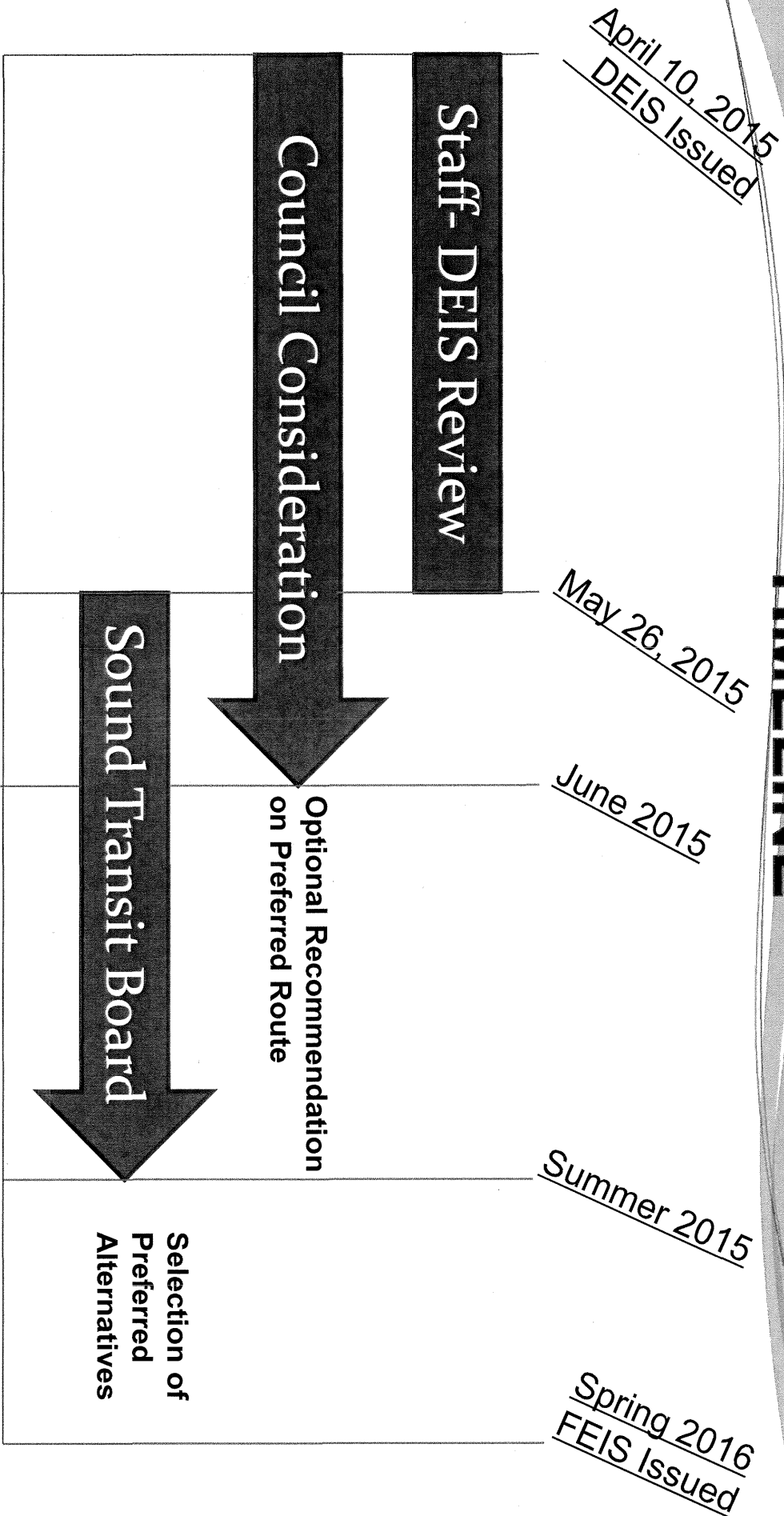
Policy language in draft Comprehensive Plan update

Land Use Policy 2.7B

Actively engage with Sound Transit on the planning and construction of the extension of light rail service south of S. 200th St. to the southern city limits and beyond.

Light rail service to the new Angle Lake Station at S. 200th St. and 28th Ave. S. will commence in 2016. Sound Transit is currently planning to extend light rail service south to the vicinity of Highline Community College by 2023, and will be proceeding to Federal Way as funds become available. Work with Sound Transit and neighboring cities to define an exit route through the city that minimizes disruptions to private and public property owners, businesses and residents, and that causes minimal adverse aesthetic, economic and environmental impacts.

TIMELINE



Planning for the future

WE ARE HERE

Long Range Plan Update
December 2014

**Seek revenue
authority from
Legislature**
January 2015

System Planning
(Develop ballot measure)
January 2015-mid 2016

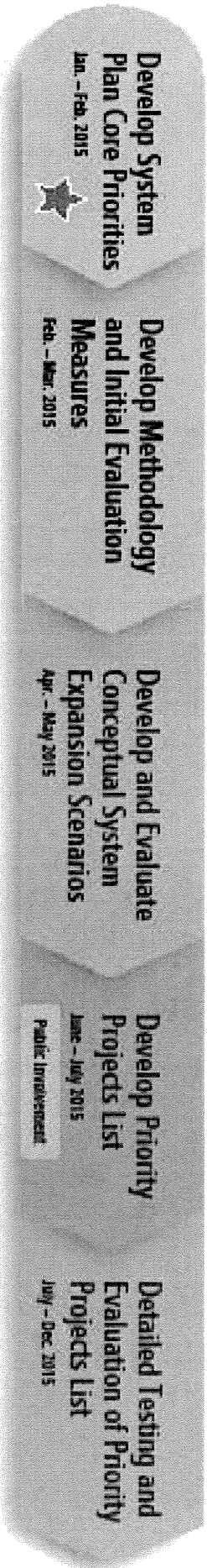
**Potential ballot
measure**
November 2016

Sound Transit Board Seeking Revenue Authority

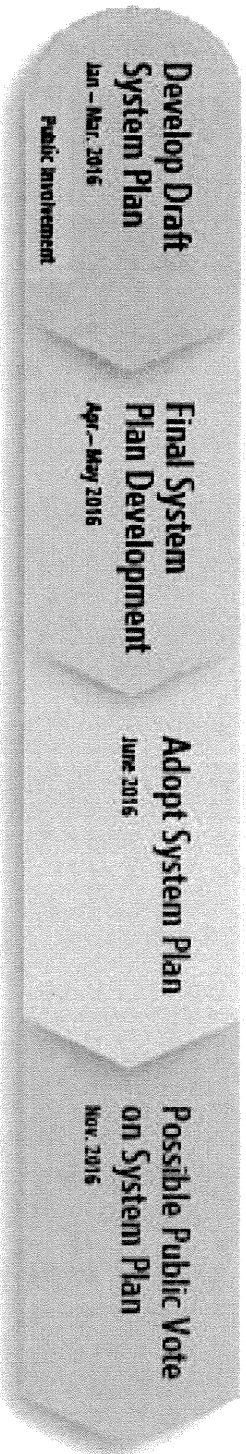
Source	Rate	Cost
Sales & Use Tax	0.5%	50 cents / \$100 purchase
MVET	0.8%	\$80 on \$10k vehicle
Property Tax	\$.25 per \$1000 assessed value	\$75 annually for a \$300k home

System Plan (ST3) Timeline

2015



2016





Federal Way Link Extension

Draft EIS Summary

Route & station alternatives and impacts

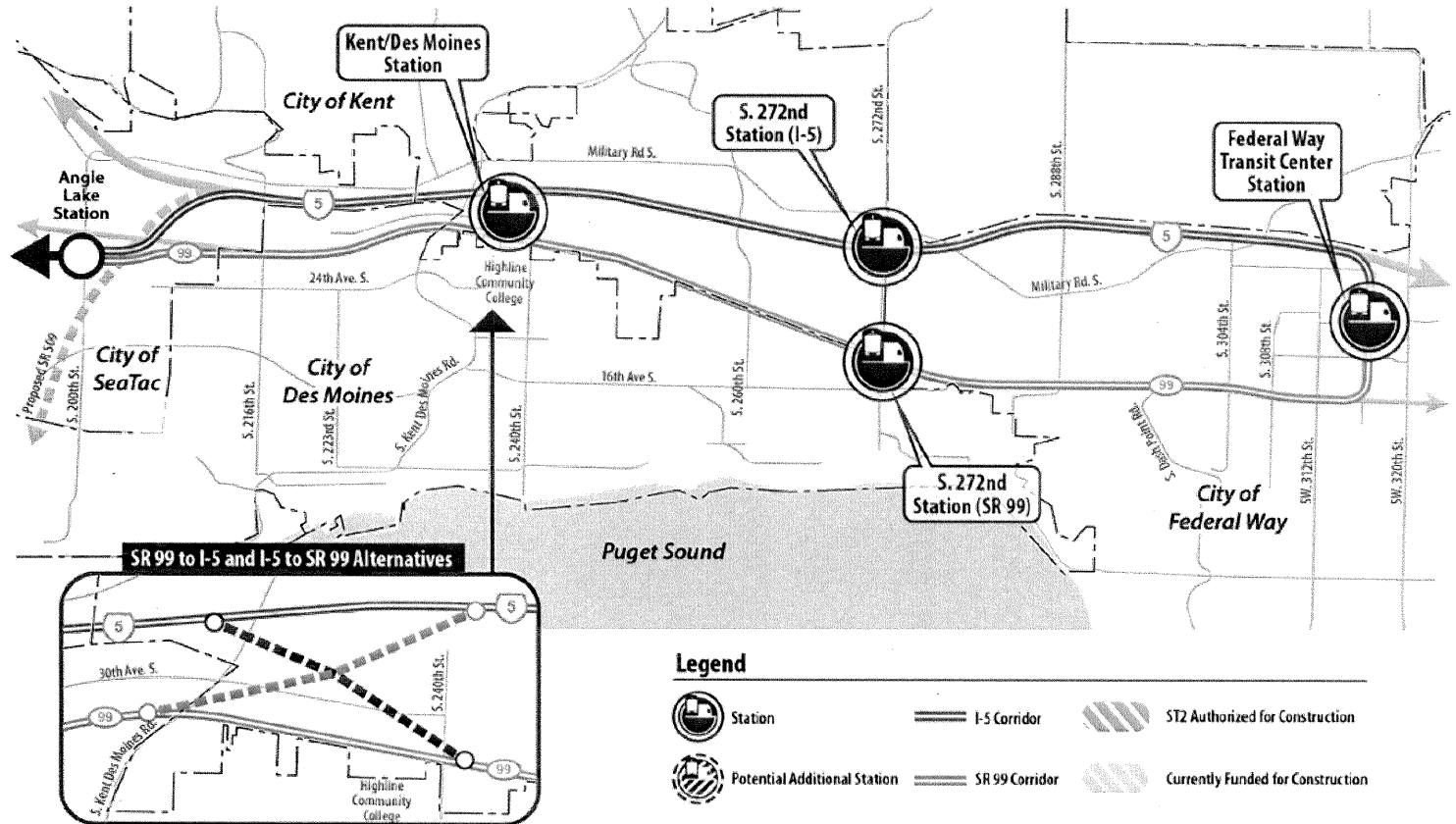


For discussion purposes only. Not approved by or on behalf of any party.

Federal Way Link Extension

Draft EIS Summary

Project Overview

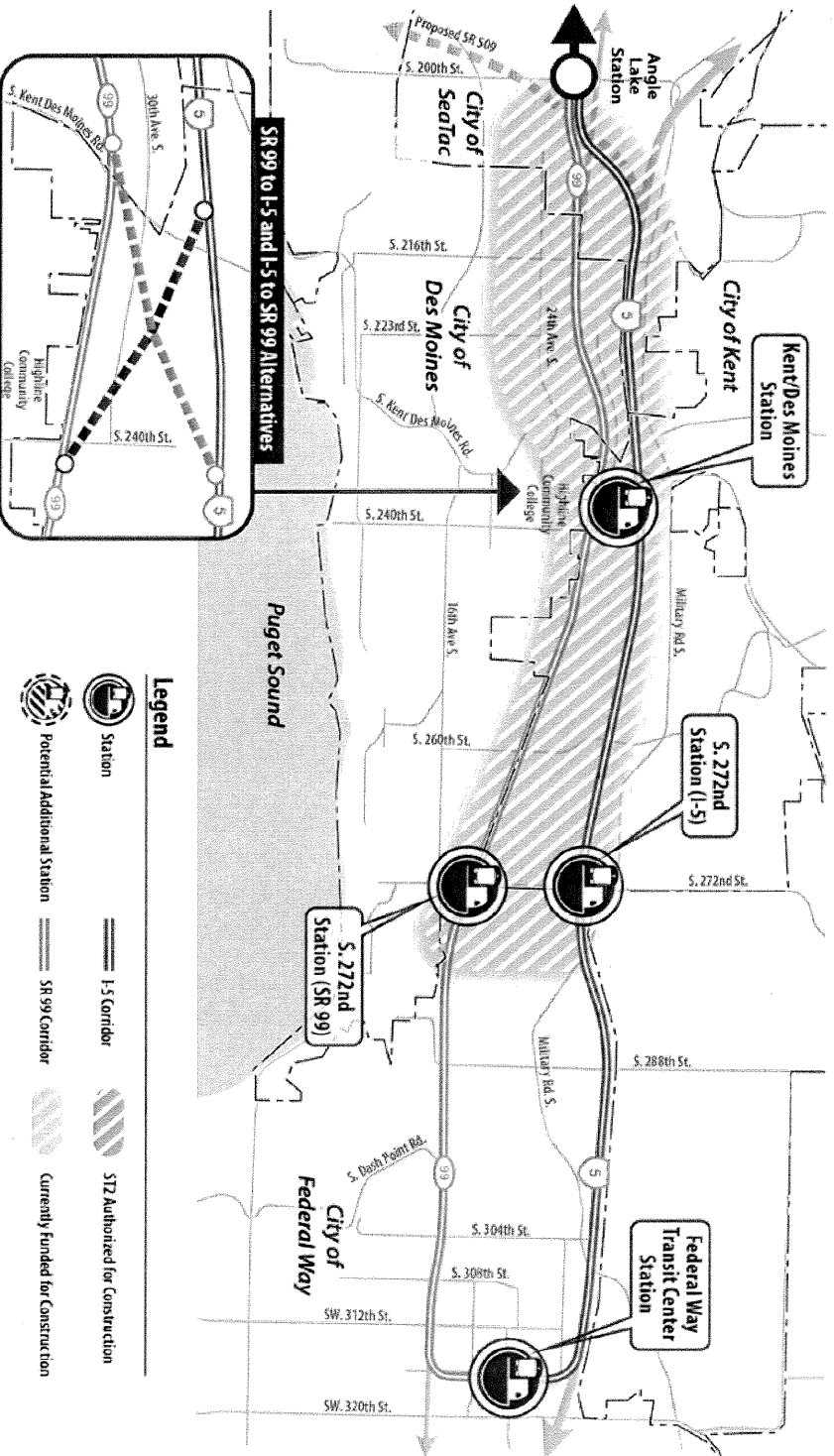


Diagrams are for illustration purposes only and are not to scale.

Project Overview



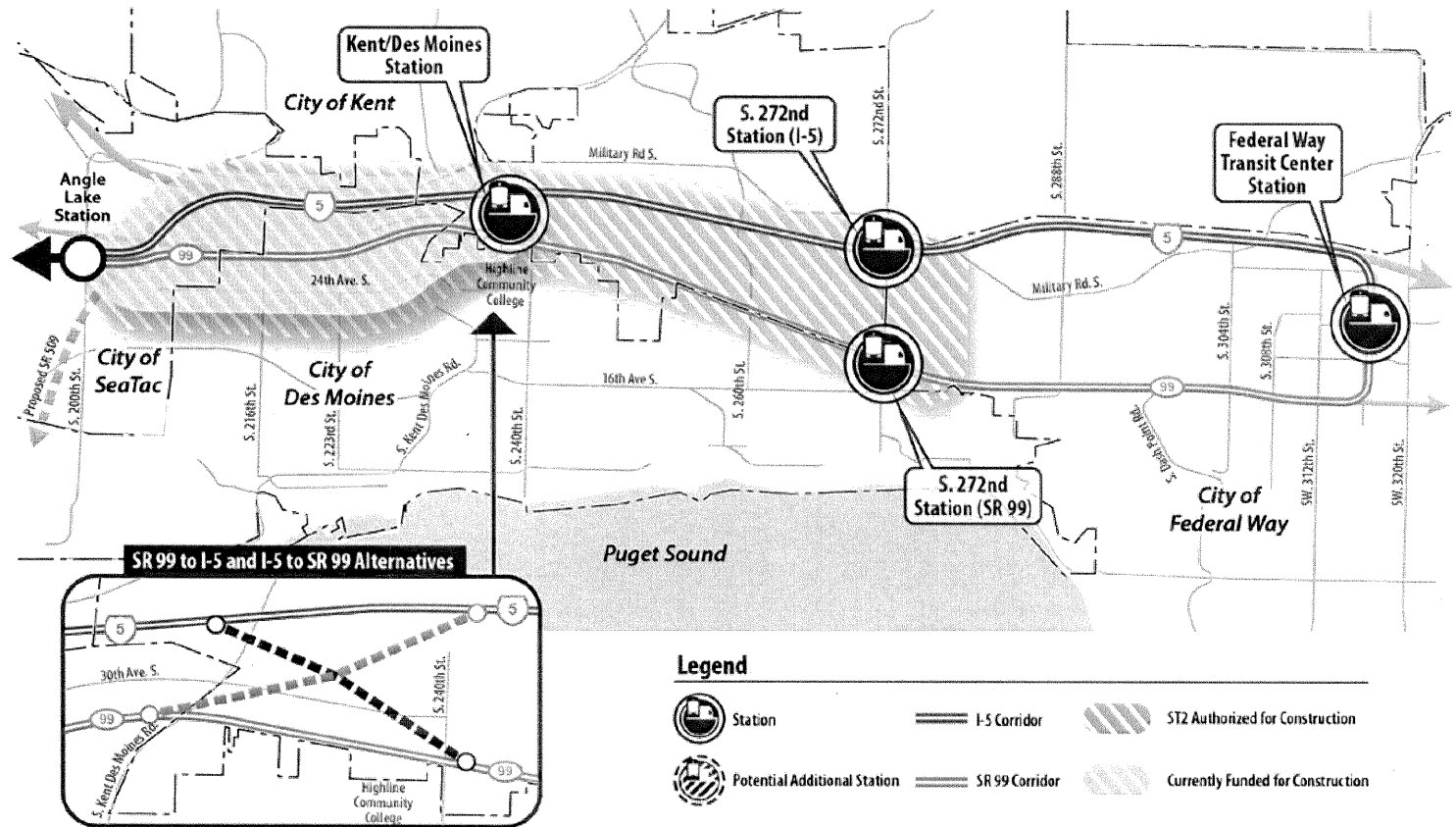
Diagrammatic for illustration purposes only and are not to scale.



Federal Way Link Extension

Draft EIS Summary

Project Overview

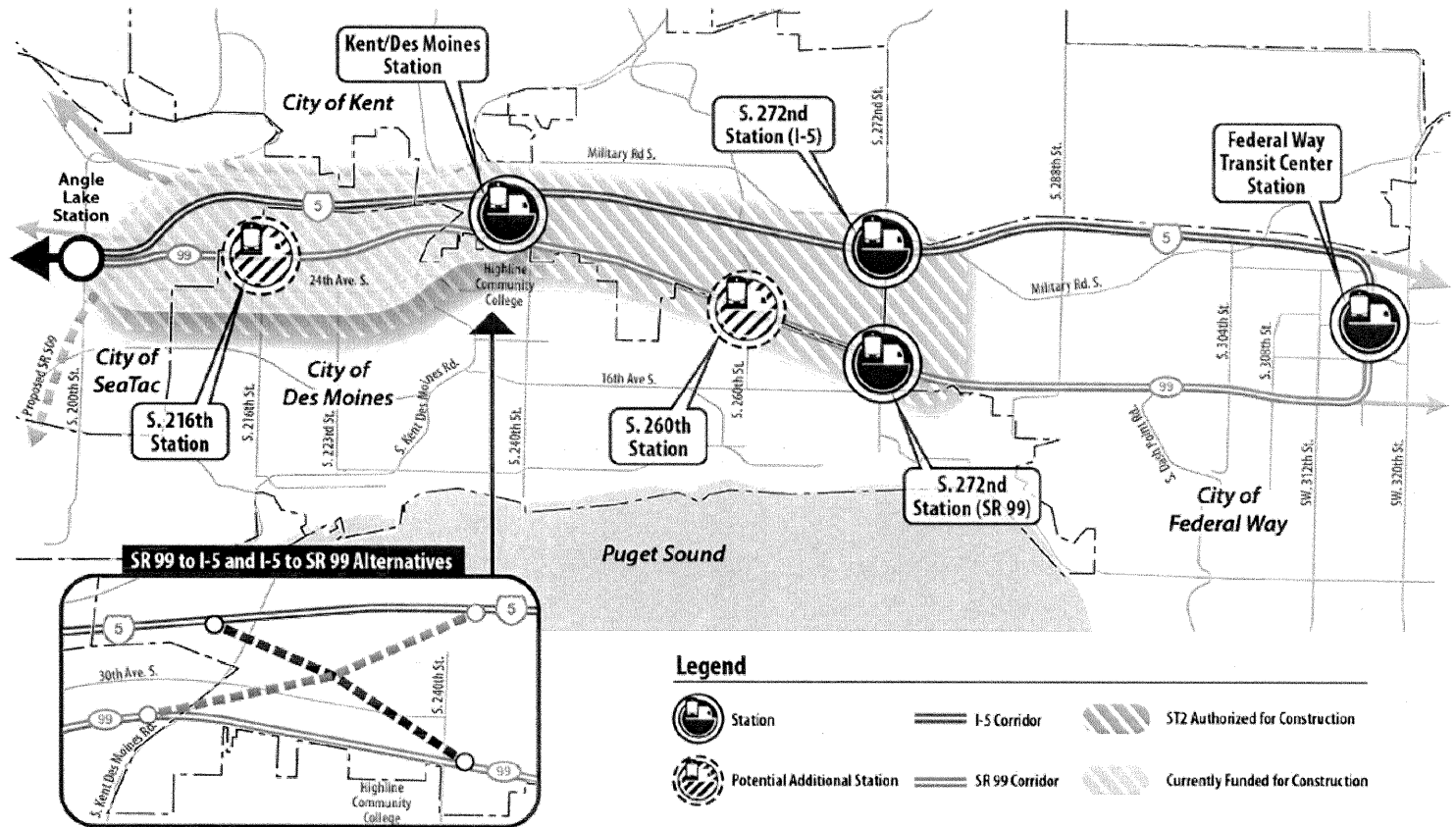


Diagrams are for illustration purposes only and are not to scale.

Federal Way Link Extension

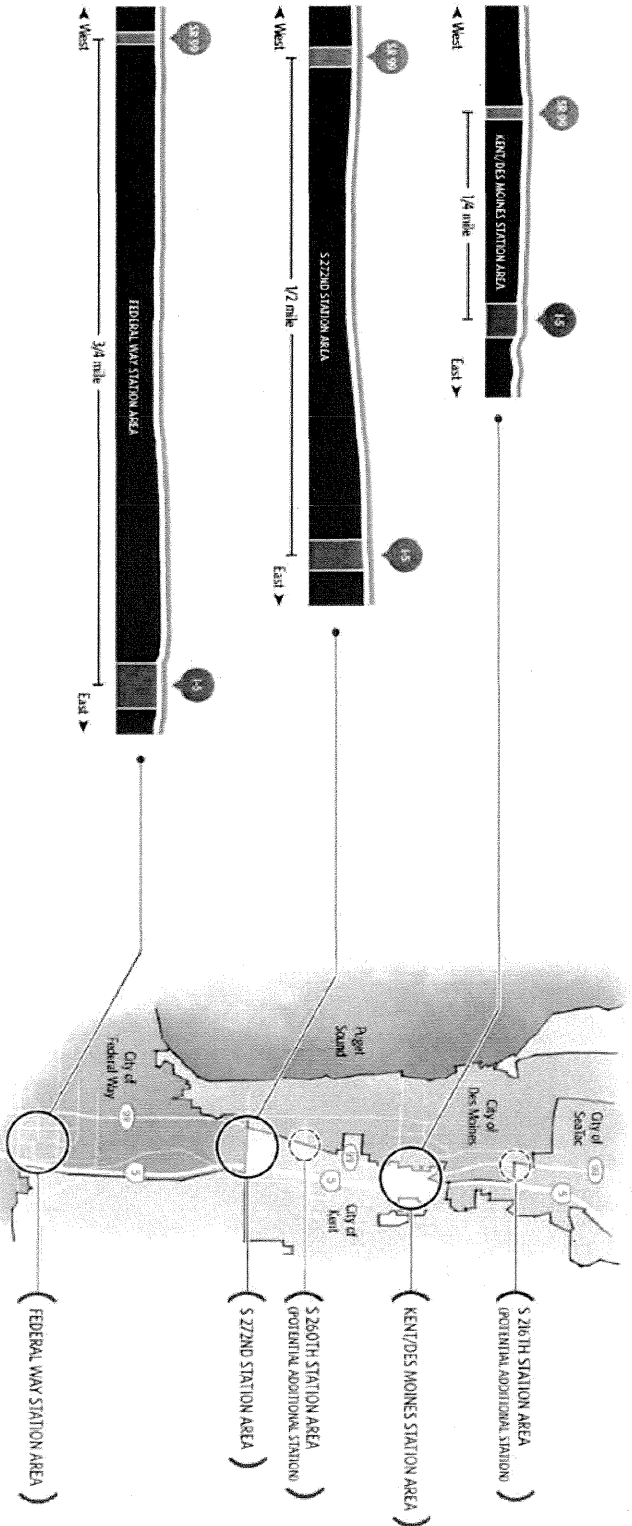
Draft EIS Summary

Project Overview

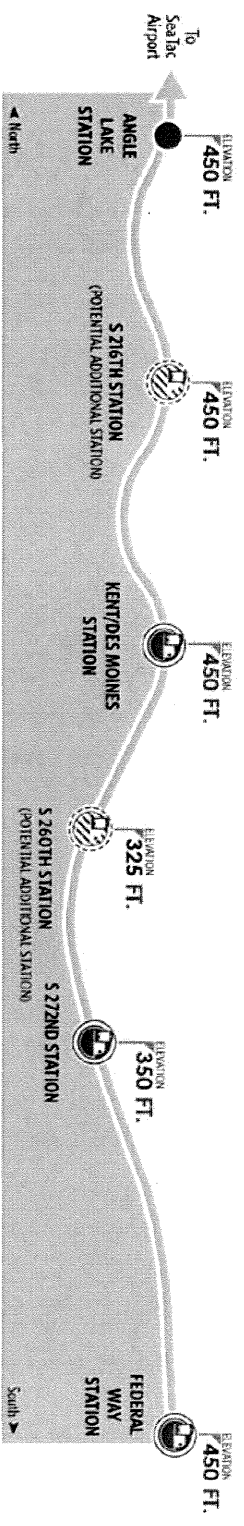


Diagrams are for illustration purposes only and are not to scale.

Project Context



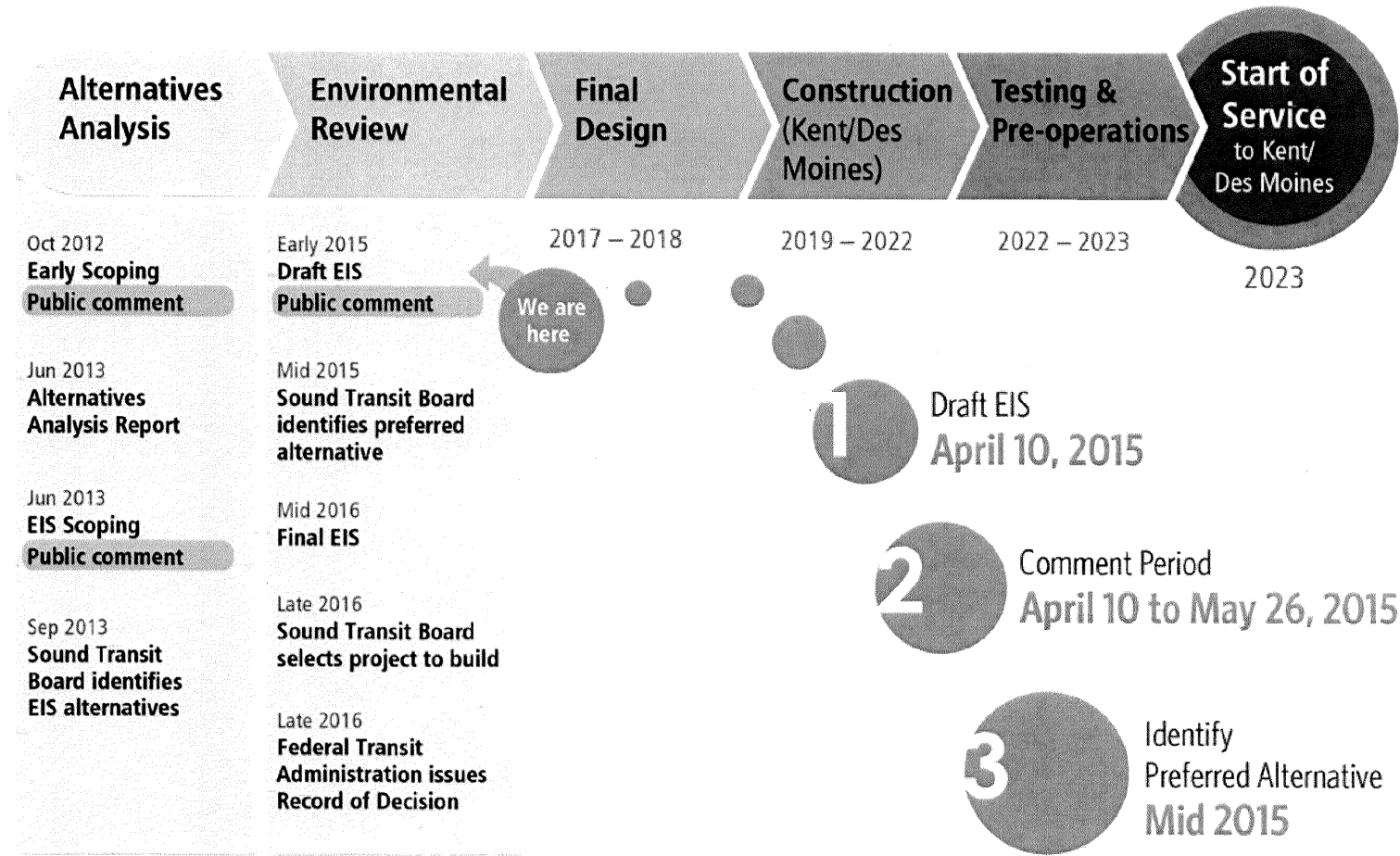
CORRIDOR PROFILE



Federal Way Link Extension

Draft EIS Summary

Project Timeline



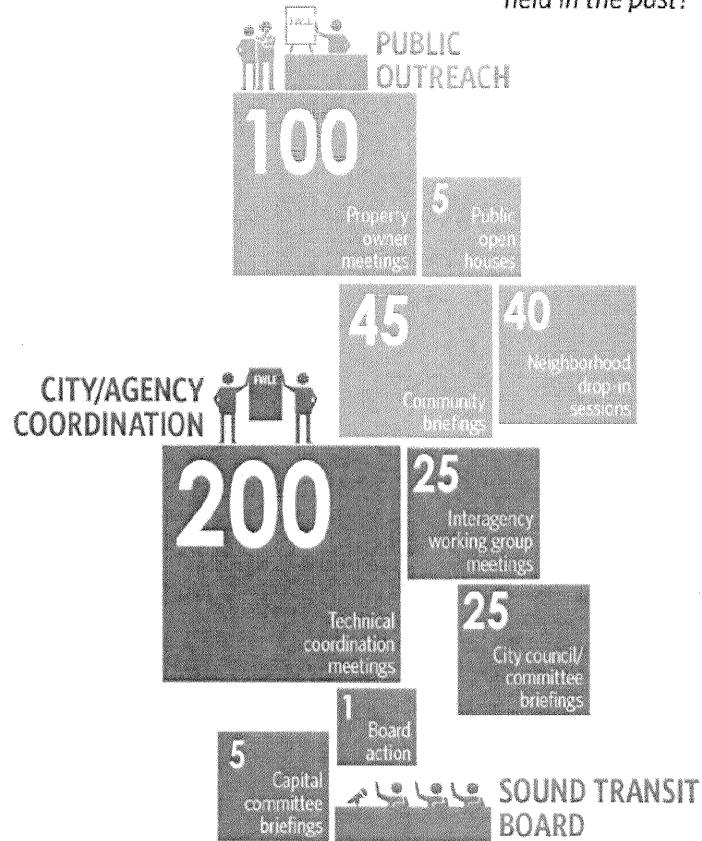
Federal Way Link Extension

Draft EIS Summary

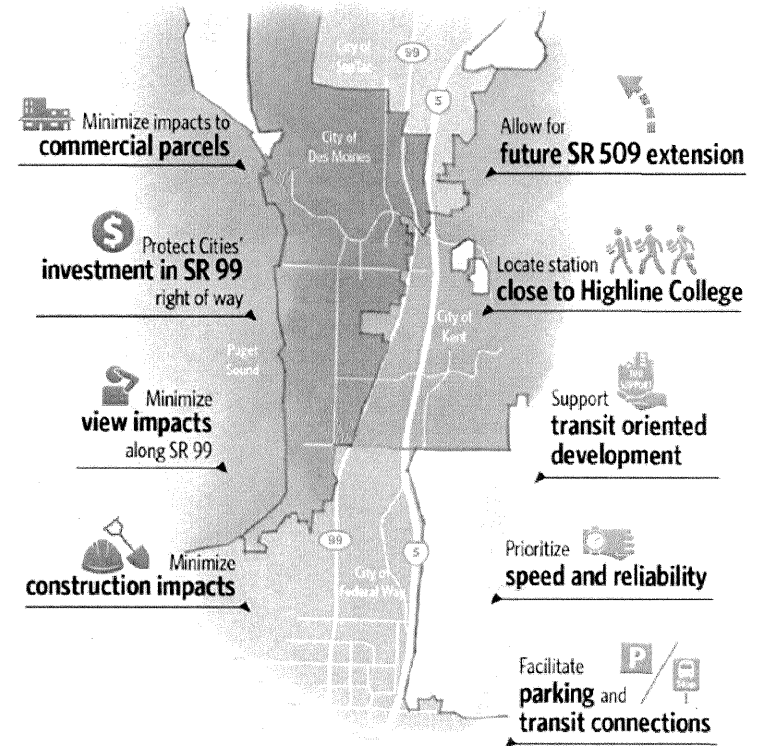
Stakeholder Outreach



What are some of the Stakeholder Outreach Activities held in the past?



What are some of the Key Stakeholder Concerns we have learned so far?



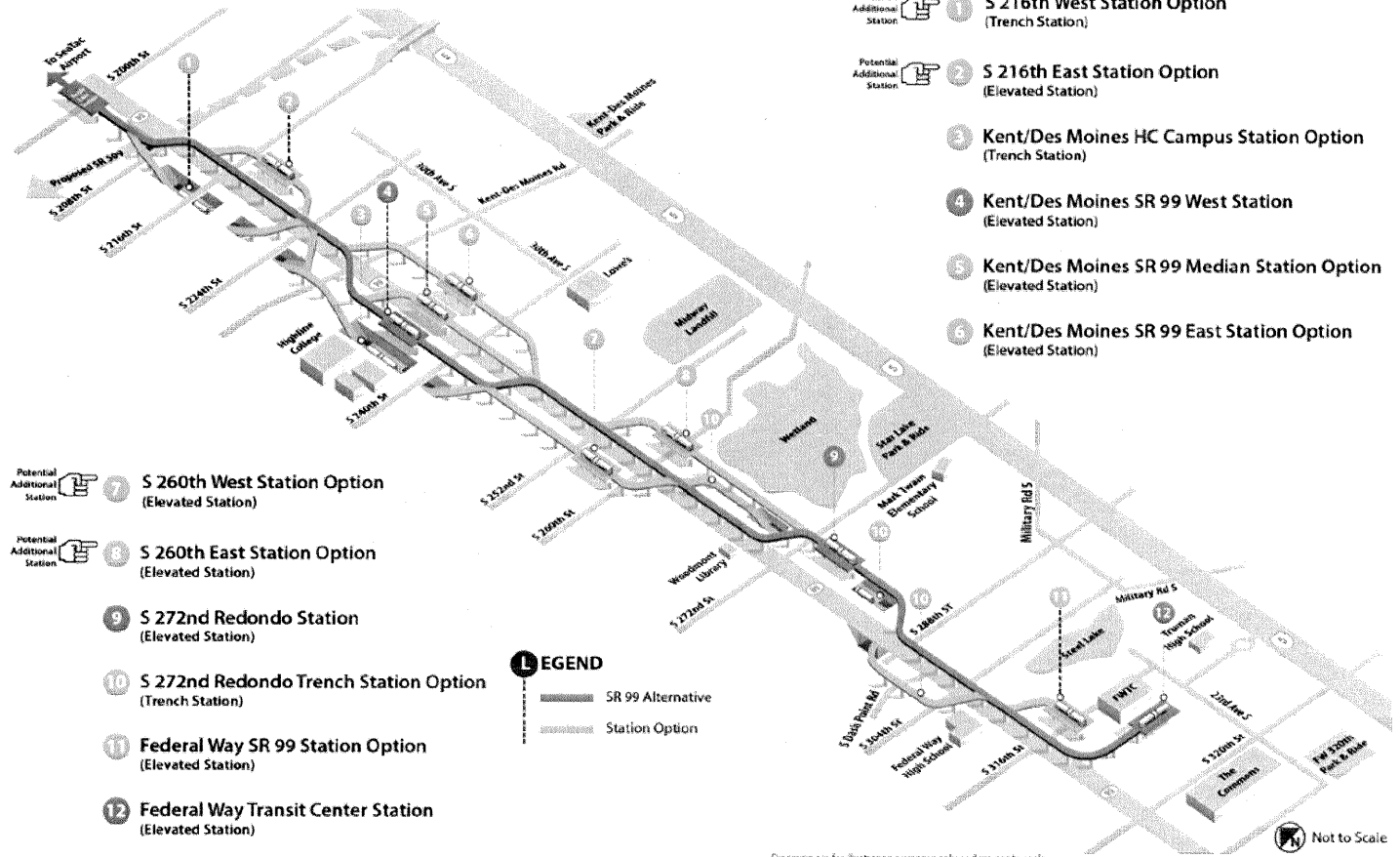
Federal Way Link Extension

Draft EIS Summary

SR 99 Alternative



SR 99 ALTERNATIVE



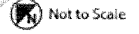
- Potential Additional Station 1 S 216th West Station Option (Trench Station)
- Potential Additional Station 2 S 216th East Station Option (Elevated Station)
- 3 Kent/Des Moines HC Campus Station Option (Trench Station)
- 4 Kent/Des Moines SR 99 West Station (Elevated Station)
- 5 Kent/Des Moines SR 99 Median Station Option (Elevated Station)
- 6 Kent/Des Moines SR 99 East Station Option (Elevated Station)

- Potential Additional Station 7 S 260th West Station Option (Elevated Station)
- Potential Additional Station 8 S 260th East Station Option (Elevated Station)
- 9 S 272nd Redondo Station (Elevated Station)
- 10 S 272nd Redondo Trench Station Option (Trench Station)
- 11 Federal Way SR 99 Station Option (Elevated Station)
- 12 Federal Way Transit Center Station (Elevated Station)

LEGEND

- SR 99 Alternative
- Station Option

Diagrams are for illustration purposes only and are not to scale.



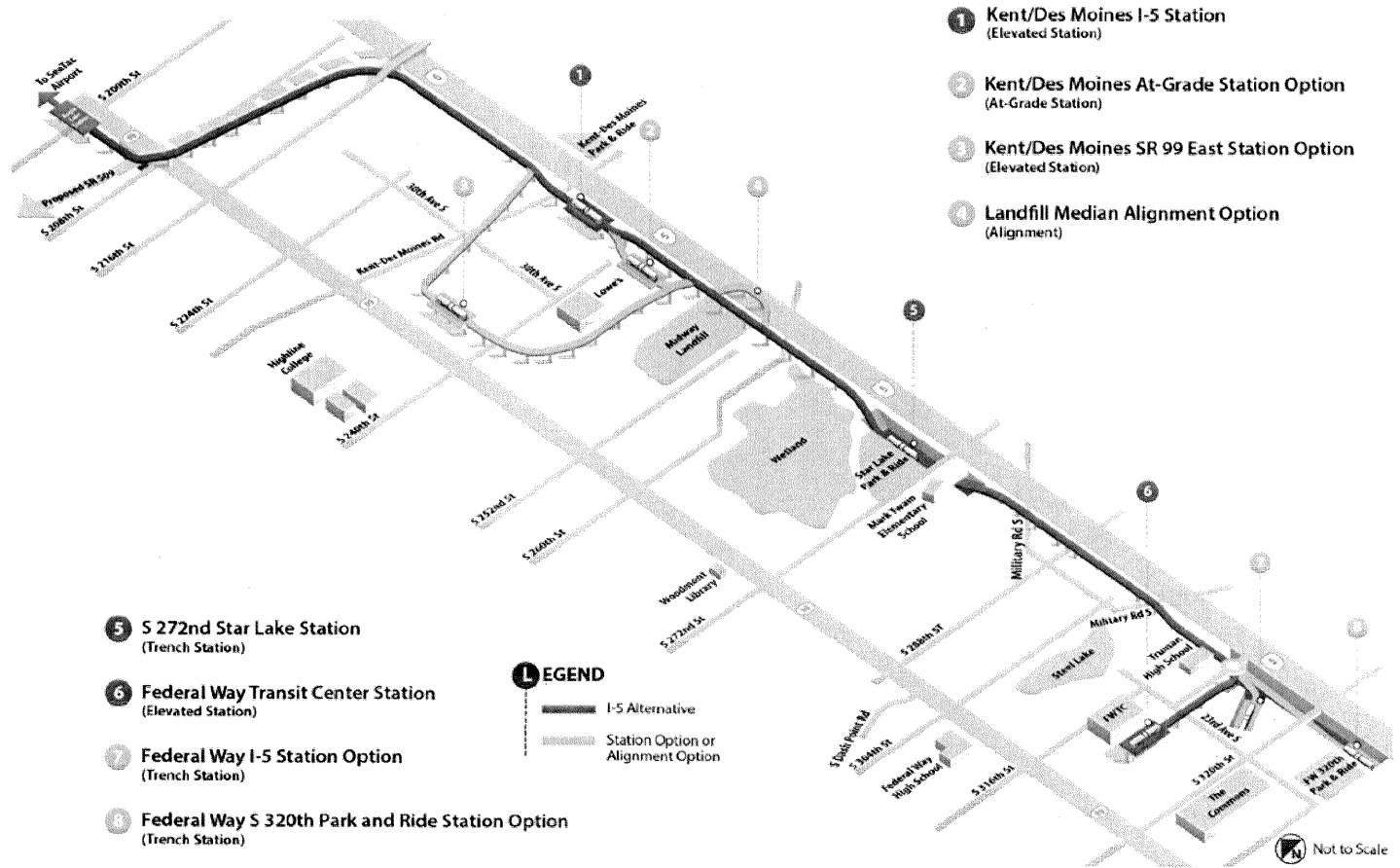
Federal Way Link Extension

Draft EIS Summary

I-5 Alternative



I-5 ALTERNATIVE



- 1 Kent/Des Moines I-5 Station (Elevated Station)
- 2 Kent/Des Moines At-Grade Station Option (At-Grade Station)
- 3 Kent/Des Moines SR 99 East Station Option (Elevated Station)
- 4 Landfill Median Alignment Option (Alignment)

- 5 S 272nd Star Lake Station (Trench Station)
- 6 Federal Way Transit Center Station (Elevated Station)
- 7 Federal Way I-5 Station Option (Trench Station)
- 8 Federal Way S 320th Park and Ride Station Option (Trench Station)

LEGEND

- I-5 Alternative
- Station Option or Alignment Option

Diagrams are for illustration purposes only and are not to scale.

Not to Scale

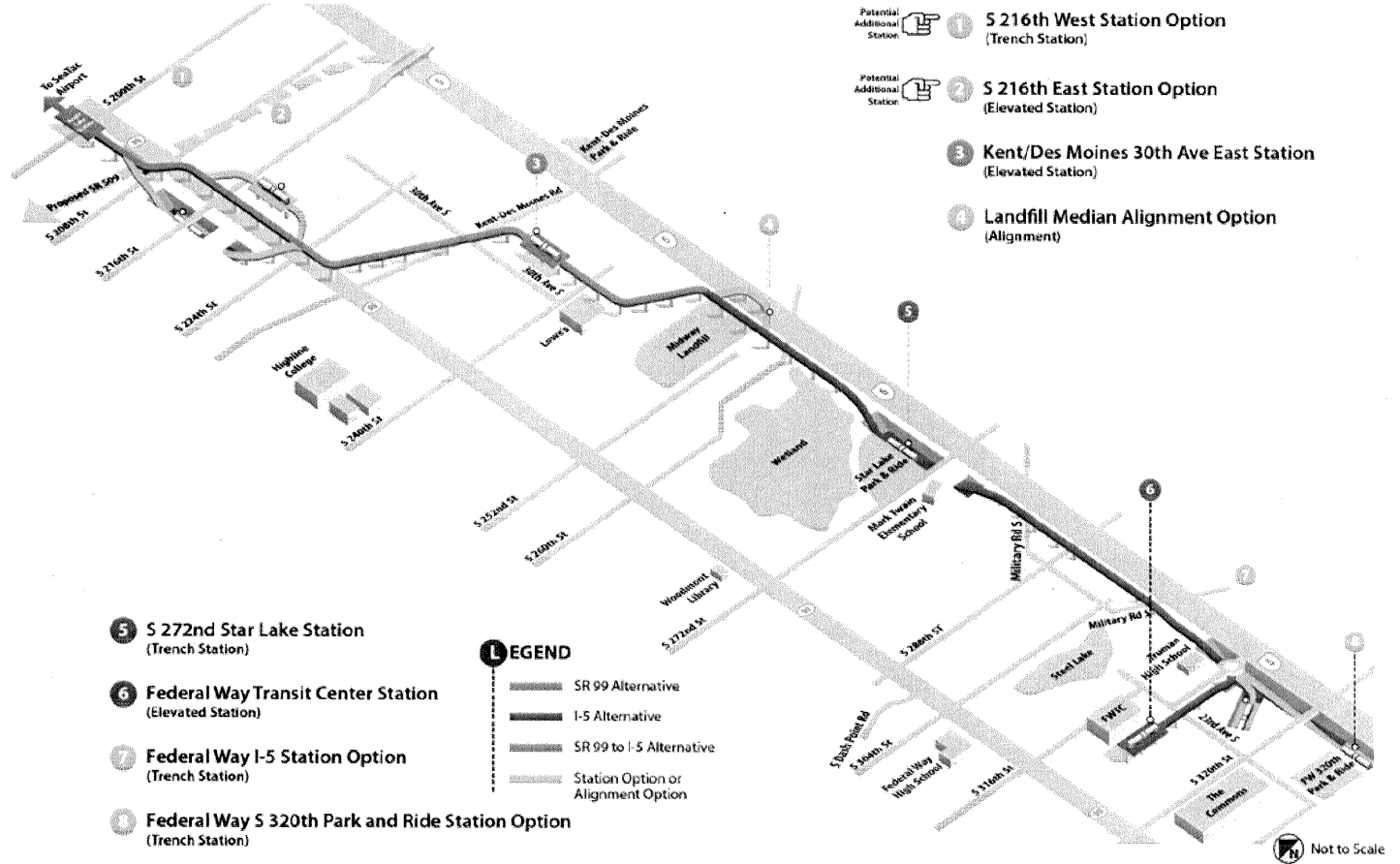
Federal Way Link Extension

Draft EIS Summary

SR 99 to I-5 Alternative



SR 99 to I-5 ALTERNATIVE



- 5 S 272nd Star Lake Station (Trench Station)
- 6 Federal Way Transit Center Station (Elevated Station)
- 7 Federal Way I-5 Station Option (Trench Station)
- 8 Federal Way S 320th Park and Ride Station Option (Trench Station)

LEGEND

- SR 99 Alternative
- I-5 Alternative
- SR 99 to I-5 Alternative
- Station Option or Alignment Option

- Potential Additional Station 1 S 216th West Station Option (Trench Station)
- Potential Additional Station 2 S 216th East Station Option (Elevated Station)
- 3 Kent/Des Moines 30th Ave East Station (Elevated Station)
- 4 Landfill Median Alignment Option (Alignment)

Diagrams are for illustration purposes only and are not to scale.

Not to Scale

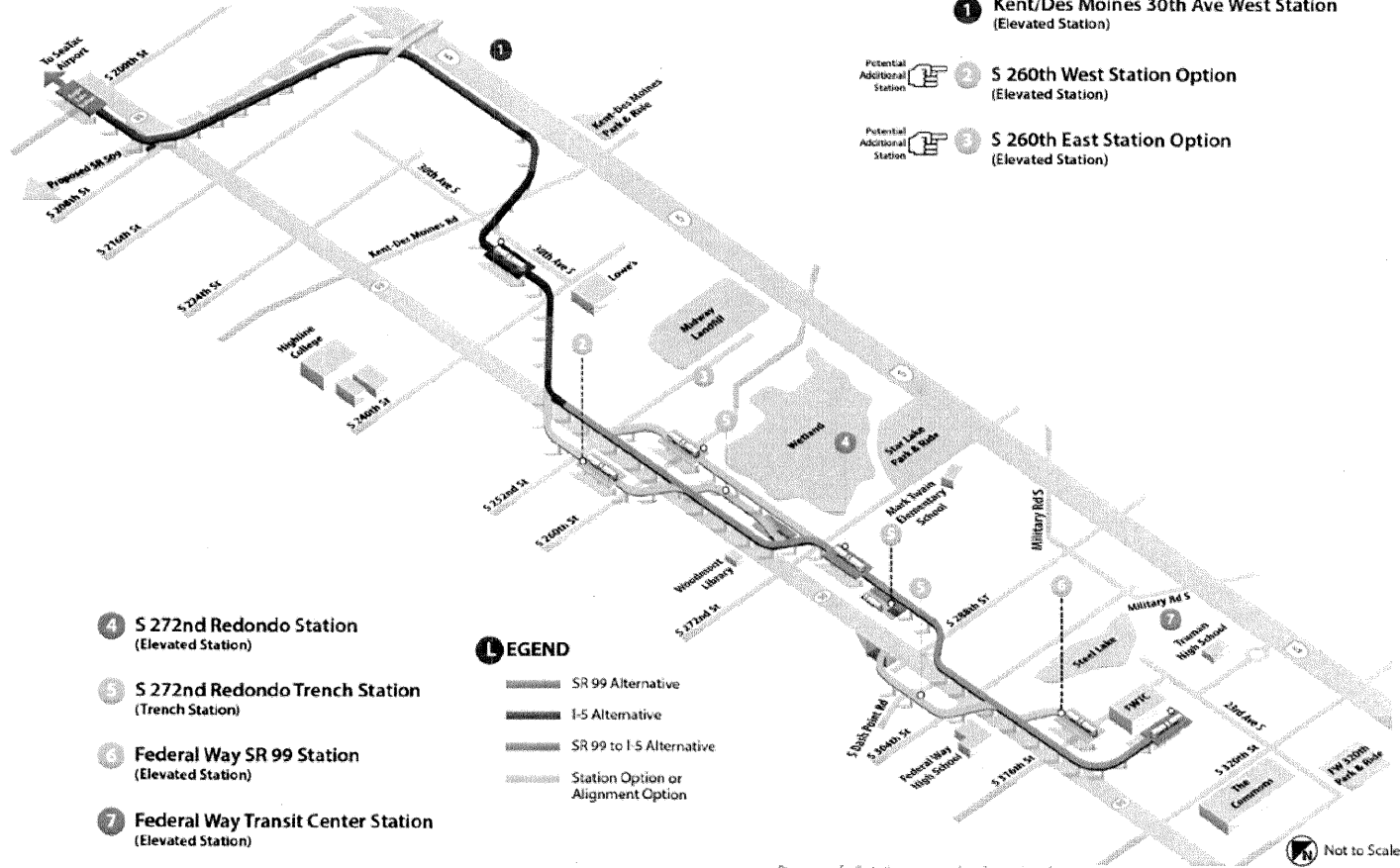
Federal Way Link Extension

Draft EIS Summary

I-5 to SR 99 Alternative



I-5 to SR 99 ALTERNATIVE



1 Kent/Des Moines 30th Ave West Station (Elevated Station)

Potential Additional Station 2 S 260th West Station Option (Elevated Station)

Potential Additional Station 3 S 260th East Station Option (Elevated Station)

4 S 272nd Redondo Station (Elevated Station)

5 S 272nd Redondo Trench Station (Trench Station)

6 Federal Way SR 99 Station (Elevated Station)

7 Federal Way Transit Center Station (Elevated Station)

LEGEND

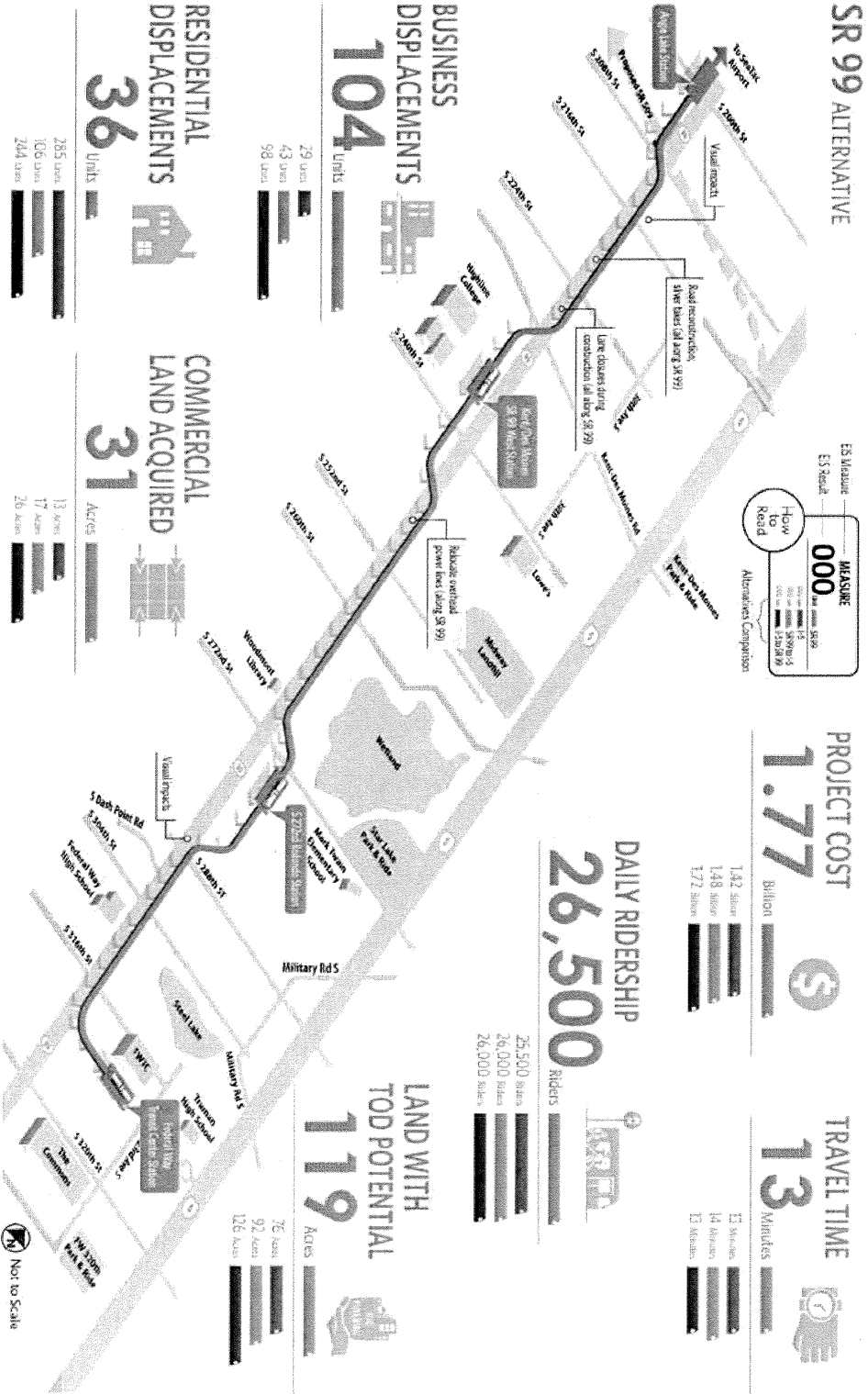
- SR 99 Alternative
- I-5 Alternative
- SR 99 to I-5 Alternative
- Station Option or Alignment Option

Diagrams are for illustration purposes only and are not to scale. Not to Scale

Results - SR 99 Alternative



SR 99 ALTERNATIVE

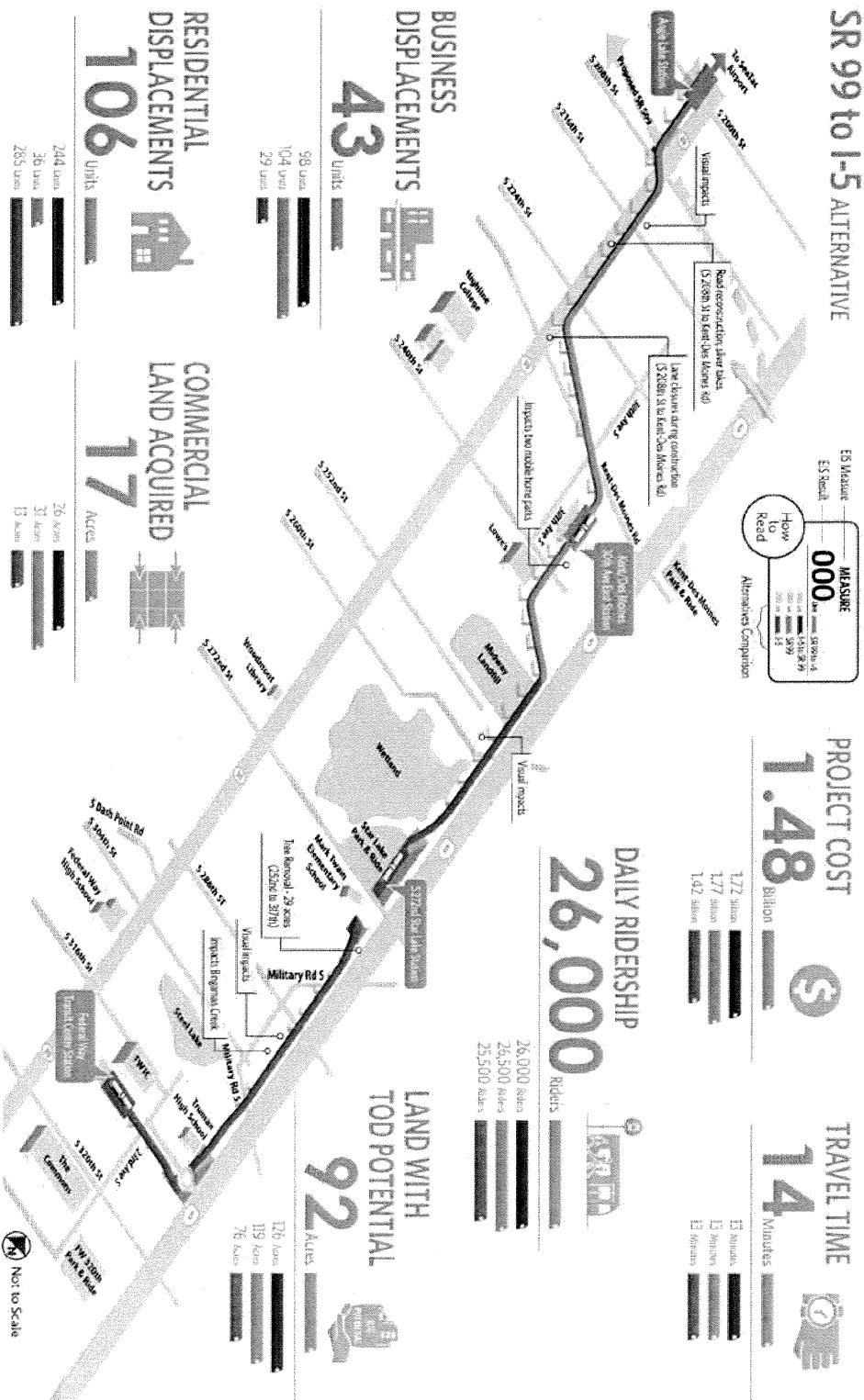


Diagrams are for illustration purposes only and are not to scale.

Results - SR 99 to I-5 Alternative



SR 99 to I-5 ALTERNATIVE



Diagrams are for illustration purposes only and are not to scale.



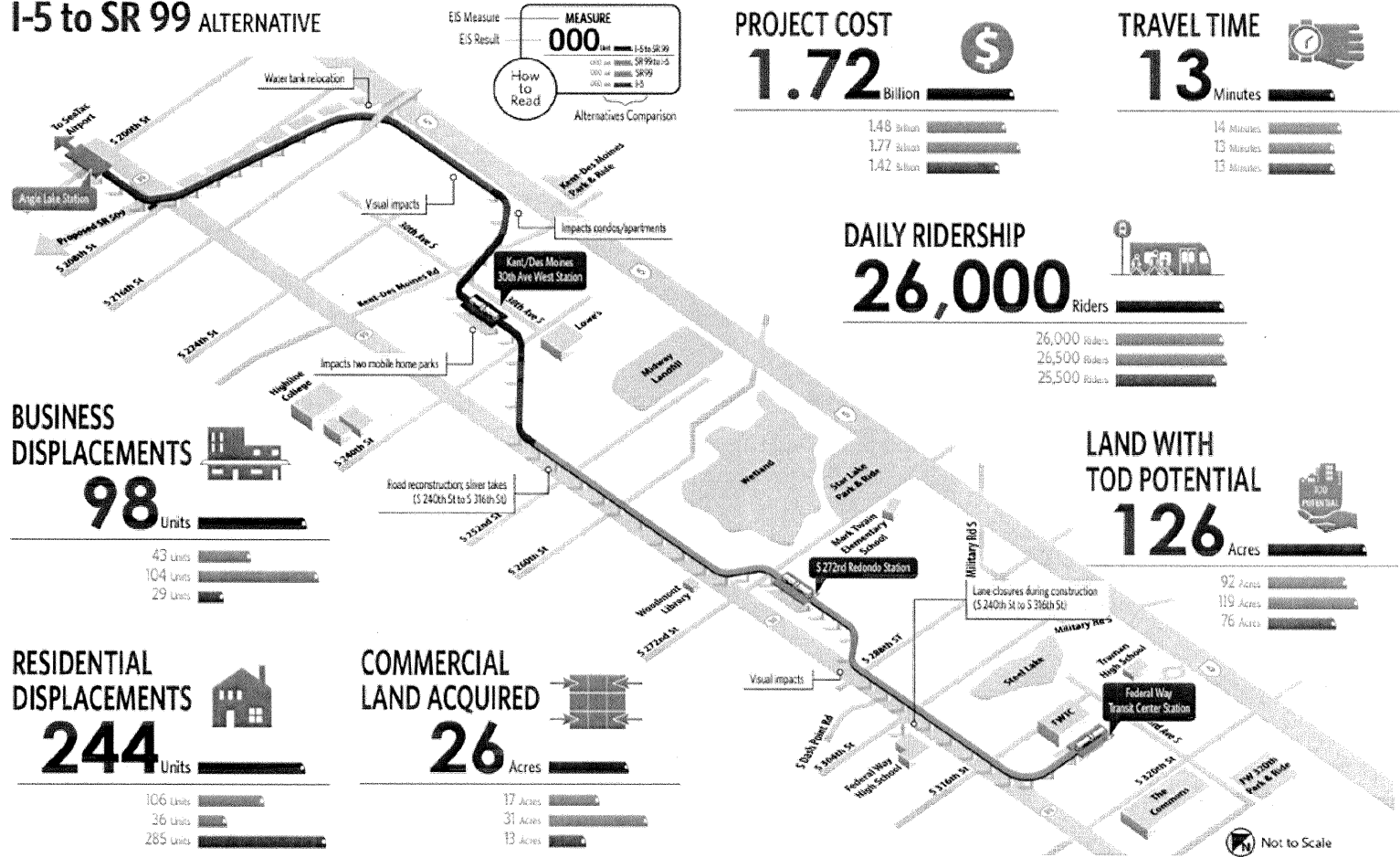
Federal Way Link Extension

Draft EIS Summary

Results - I-5 to SR 99 Alternative

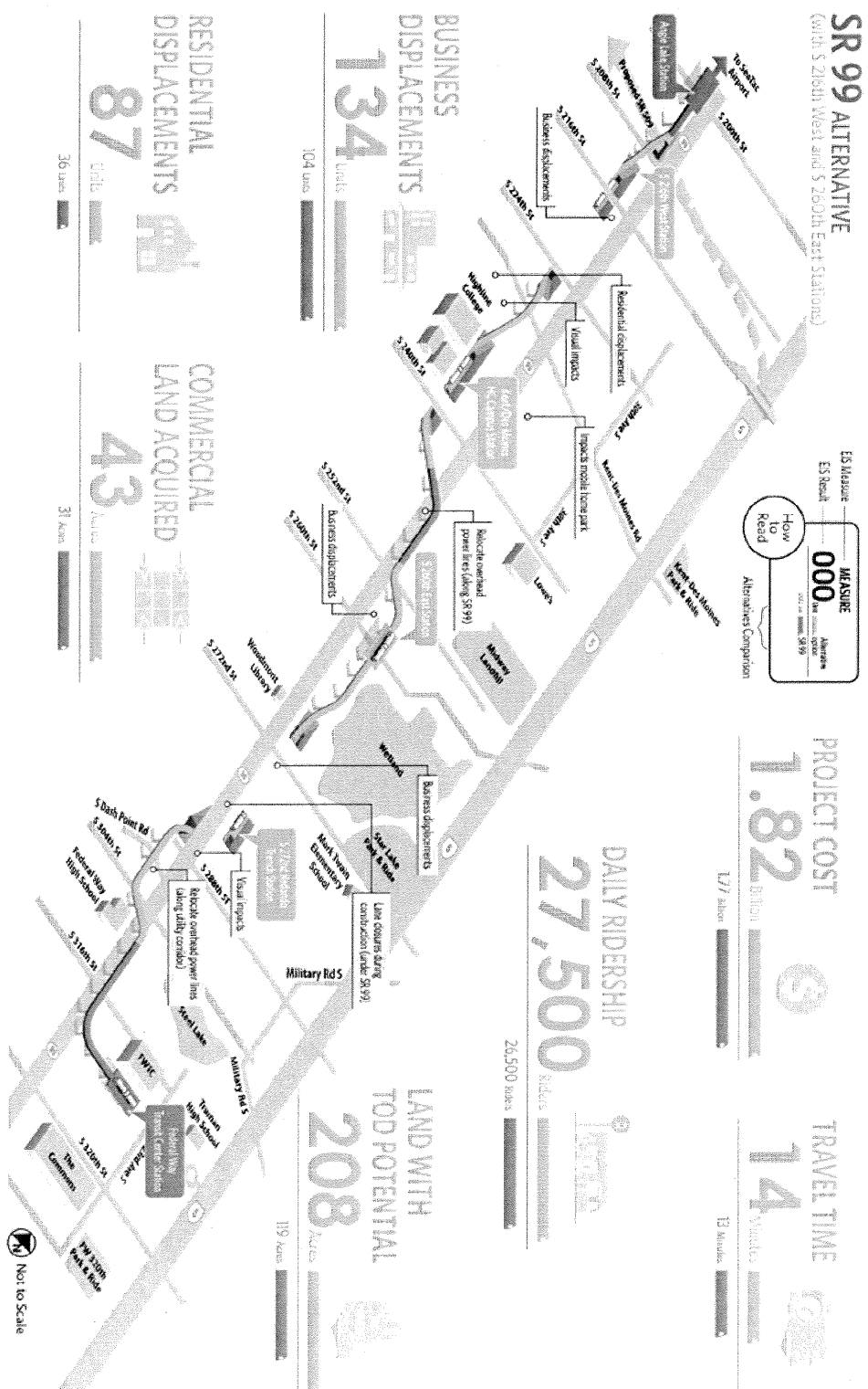


I-5 to SR 99 ALTERNATIVE



Diagrams are for illustration purposes only and are not to scale.

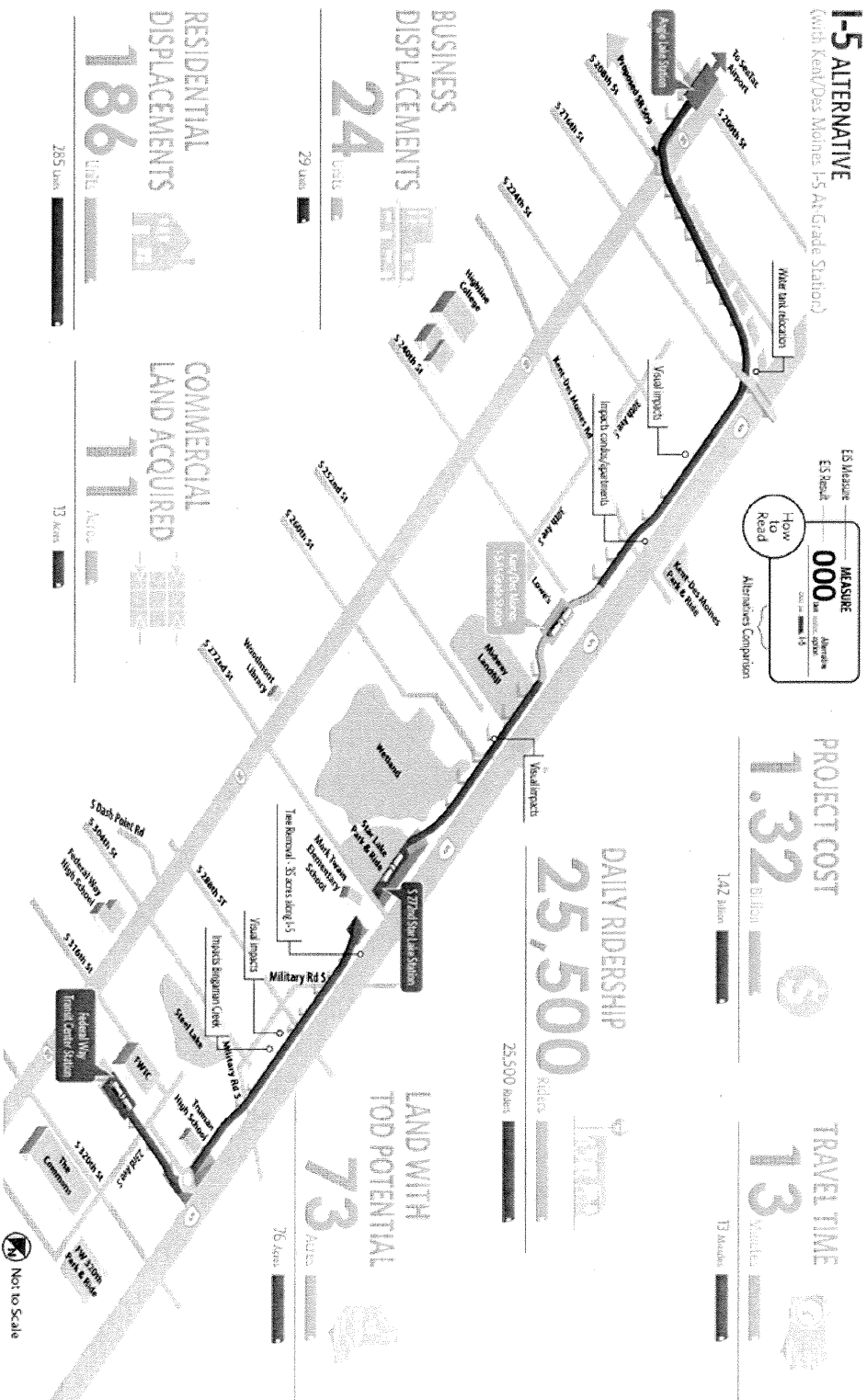
Results - SR 99 Alternative (with S 216th West and S 260th East Stations)



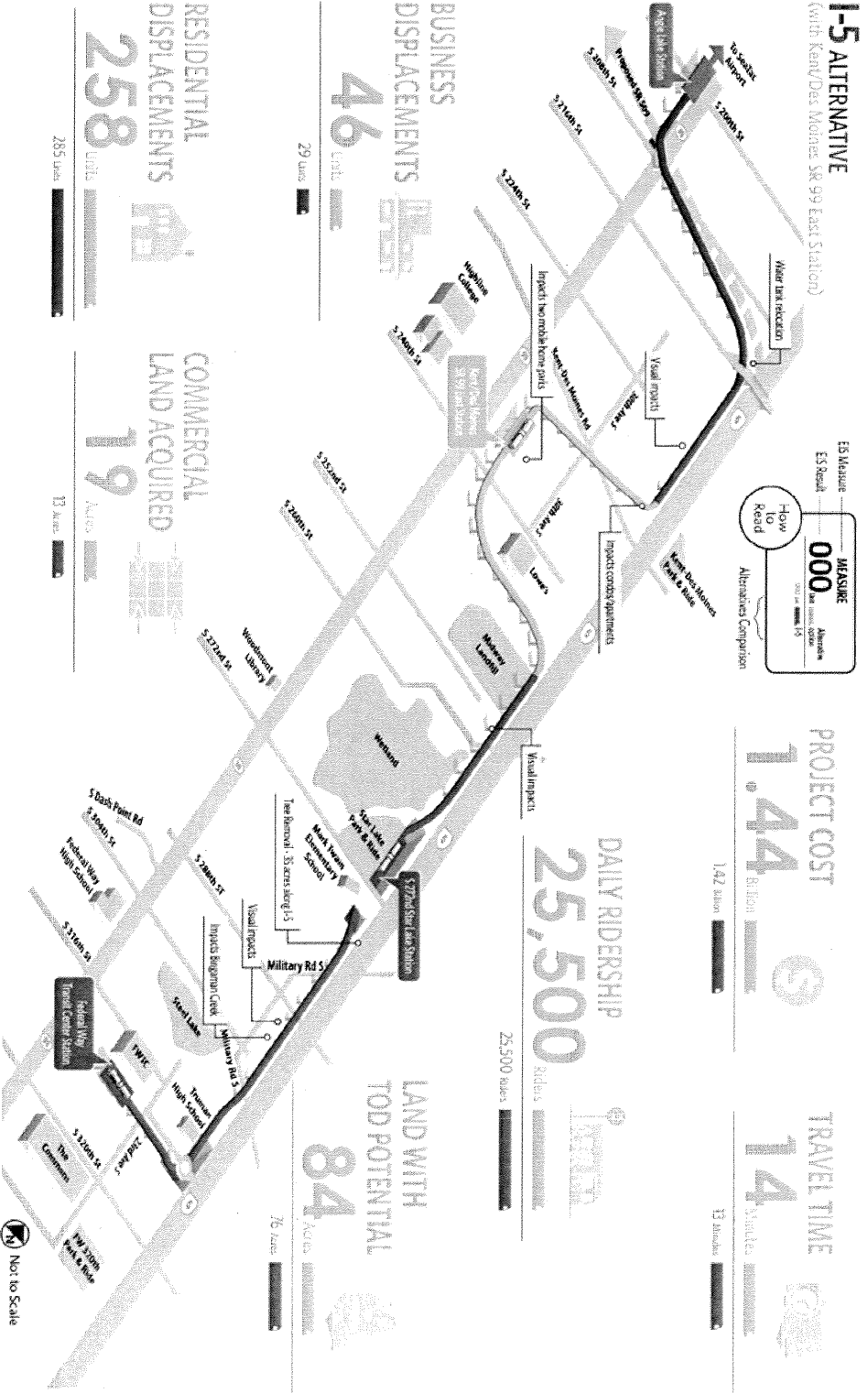
Federal Way Link Extension

Draft EIS Summary

Results - I-5 Alternative (with Kent/Des Moines I-5 At-Grade Station)

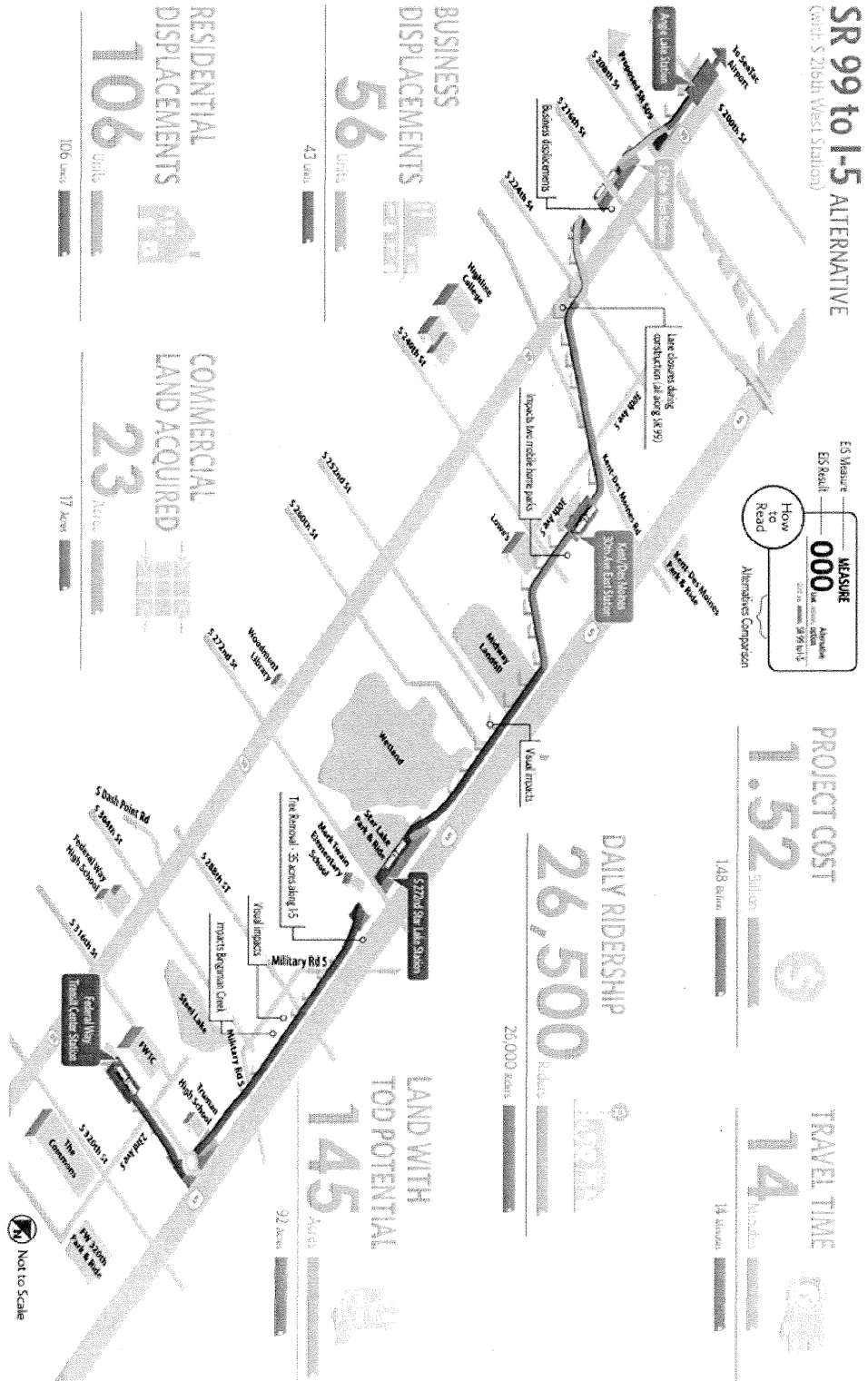


Results - I-5 Alternative (with Kent/Des Moines SR 99 East Station)



Diagrams are for illustration purposes only and are not to scale.

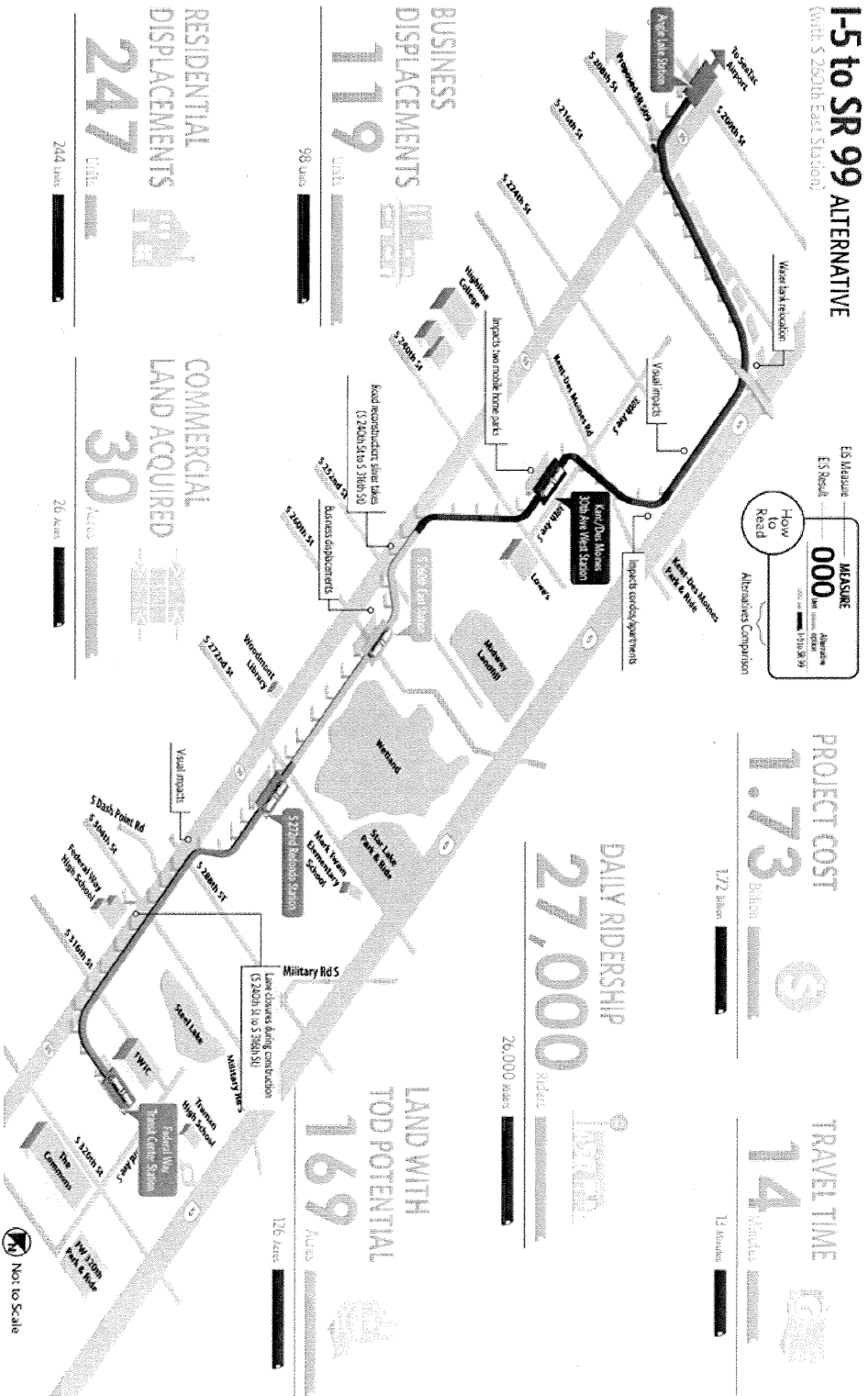
Results - SR 99 to I-5 Alternative (with S 216th West Station)



Diagrams are for illustration purposes only and are not to scale.



Results - I-5 to SR 99 Alternative (with S 260th East Station)



Diagrams are for illustration purposes only and are not to scale.



Results Summary



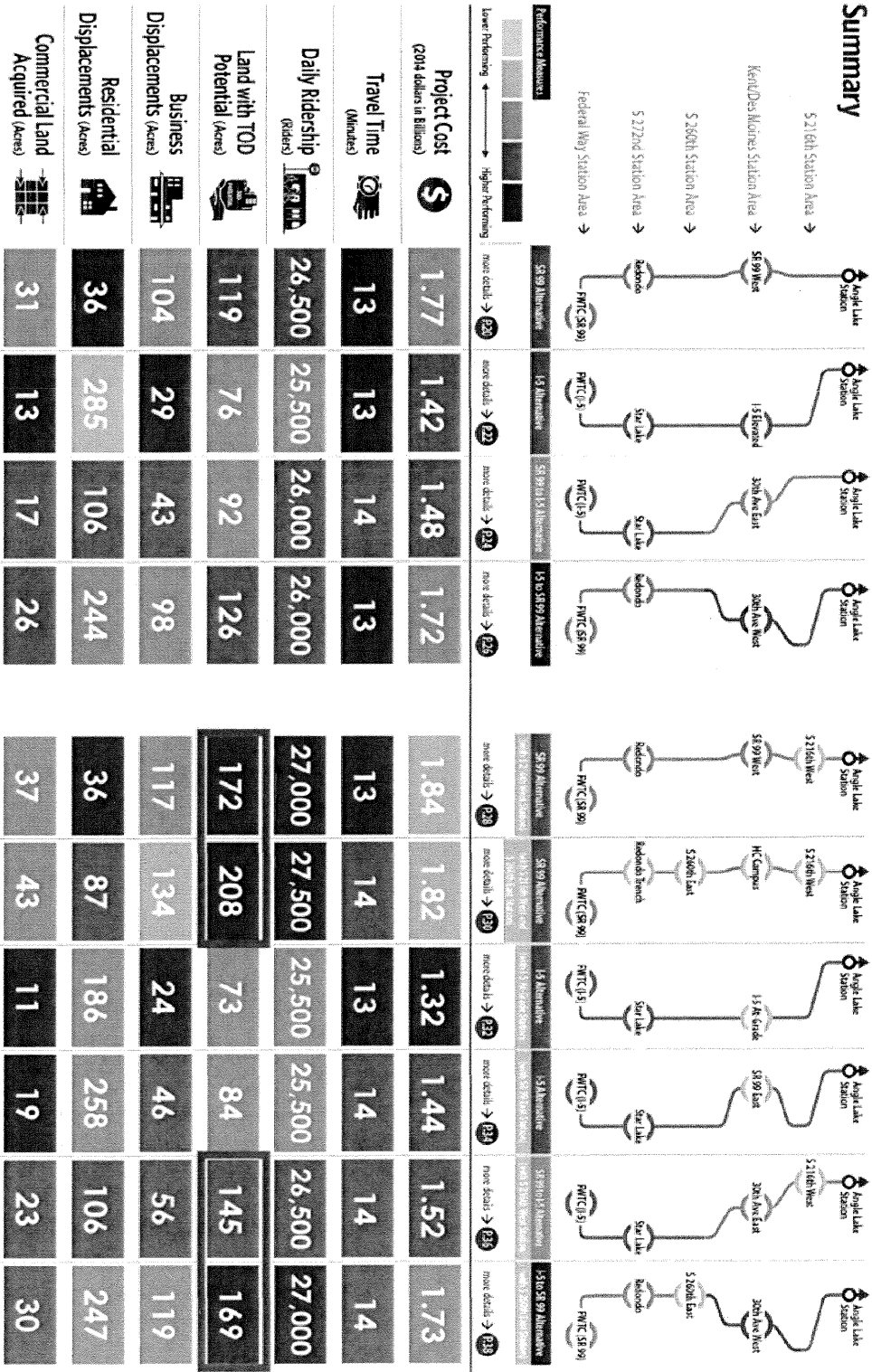
Performance Measure	Performance Measure Legend									
	more detail → 020	more detail → 022	more detail → 024	more detail → 026	more detail → 028	more detail → 029	necessary → 021	more detail → 023	more detail → 025	more detail → 027
Summary	<ul style="list-style-type: none"> 521st Station Area → Kent/Den Mother's Station Area → 526th Station Area → 527th Station Area → Federal Way Station Area → 									
Project Cost (2014 dollars in billions)	1.77	1.42	1.48	1.72	1.84	1.82	1.32	1.44	1.52	1.73
Travel Time (Minutes)	13	13	14	13	13	14	13	14	14	14
Daily Ridership (riders)	26,500	25,500	26,000	26,000	27,000	27,500	25,500	25,500	26,500	27,000
Land with TOD Potential (Acres)	119	76	92	126	172	208	73	84	145	169
Business Displacements (Acres)	104	29	43	98	117	134	24	46	56	119
Residential Displacements (Acres)	36	285	106	244	36	87	186	258	106	247
Commercial Land Acquired (Acres)	31	13	17	26	37	43	11	19	23	30

Results Summary

Performance Measure	Federal Way Station Area →									
	SR99 Alternative more details → E20	SR99 Alternative more details → E22	SR99 SR13 Alternative more details → E24	SR99 SR99 Alternative more details → E26	SR99 Alternative more details → E28	SR99 Alternative more details → E30	SR99 Alternative more details → E32	SR99 Alternative more details → E34	SR99 SR13 Alternative more details → E36	SR99 SR99 Alternative more details → E38
<p>Summary</p> <p>SR18th Station Area →</p> <p>Kennedy/McInnes Station Area →</p> <p>SR160th Station Area →</p> <p>SR22nd Station Area →</p>										
<p>Project Cost (2014 dollars in billions)</p>	1.77	1.42	1.48	1.72	1.84	1.82	1.32	1.44	1.52	1.73
<p>Travel Time (Minutes)</p>	13	13	14	13	13	14	13	14	14	14
<p>Daily Ridership (riders)</p>	26,500	25,500	26,000	26,000	27,000	27,500	25,500	25,500	26,500	27,000
<p>Land with TOD Potential (Acres)</p>	119	76	92	126	172	208	73	84	145	169
<p>Business Displacements (Acres)</p>	104	29	43	98	117	134	24	46	56	119
<p>Residential Displacements (Acres)</p>	36	285	106	244	36	87	186	258	106	247
<p>Commercial Land Acquired (Acres)</p>	31	13	17	26	37	43	11	19	23	30



Results Summary



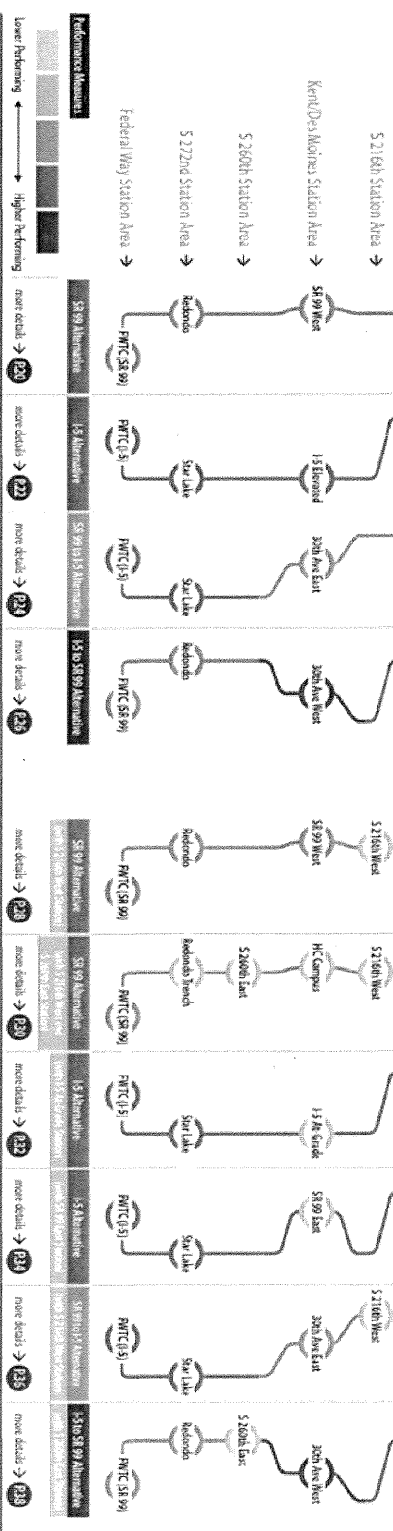
Federal Way Link Extension

Draft EIS Summary

Results Summary



Summary



Category	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5	Alternative 6	Alternative 7	Alternative 8	Alternative 9	Alternative 10	Alternative 11	Alternative 12	Alternative 13	Alternative 14	Alternative 15	Alternative 16	Alternative 17	Alternative 18	Alternative 19	Alternative 20		
Project Cost (2014 dollars in billions)	1.77	1.42	1.48	1.72	1.84	1.82	1.32	1.44	1.52	1.73	1.84	1.82	1.32	1.44	1.52	1.73	1.84	1.82	1.32	1.44	1.52	1.73
Travel Time (Minutes)	13	13	14	13	13	14	13	14	14	14	13	14	13	14	14	14	13	14	13	14	14	14
Daily Ridership (Riders)	26,500	25,500	26,000	26,000	27,000	27,500	25,500	25,500	26,500	27,000	27,000	27,500	25,500	25,500	26,500	27,000	27,000	27,500	25,500	25,500	26,500	27,000
Land with TOD Potential (Acres)	119	76	92	126	172	208	73	84	145	169	172	208	73	84	145	169	172	208	73	84	145	169
Business Displacements (Acres)	104	29	43	98	117	134	24	46	56	119	117	134	24	46	56	119	117	134	24	46	56	119
Residential Displacements (Acres)	36	285	106	244	36	87	186	258	106	247	36	87	186	258	106	247	36	87	186	258	106	247
Commercial Land Acquired (Acres)	31	13	17	26	37	43	11	19	23	30	37	43	11	19	23	30	37	43	11	19	23	30

Federal Way Link Extension

Draft EIS Summary

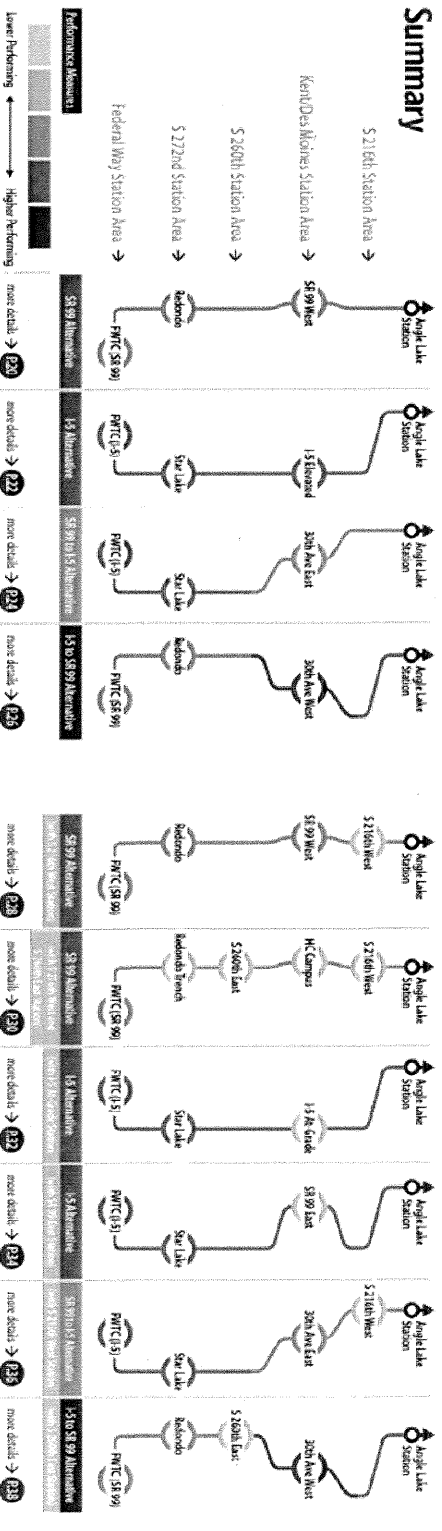
Results Summary

Performance Measure	Alternative									
	SR99 Alternative more detail → B28	SR99 Alternative more detail → B29	SR99 SR13 Alternative more detail → B30	SR99 SR13 Alternative more detail → B31	SR99 SR13 Alternative more detail → B32	SR99 Alternative more detail → B33	SR99 Alternative more detail → B34	SR99 Alternative more detail → B35	SR99 Alternative more detail → B36	SR99 SR13 Alternative more detail → B37
Project Cost (2014 dollars in Billions)	1.77	1.42	1.48	1.72	1.84	1.82	1.32	1.44	1.52	1.73
Travel Time (Minutes)	13	13	14	13	13	14	13	14	14	14
Daily Ridership (Riders)	26,500	25,500	26,000	26,000	27,000	27,500	25,500	25,500	26,500	27,000
Land with TOD Potential (Acres)	119	76	92	126	172	208	73	84	145	169
Business Displacements (Acres)	104	29	43	98	117	134	24	46	56	119
Residential Displacements (Acres)	36	285	106	244	36	87	186	258	106	247
Commercial Land Acquired (Acres)	31	13	17	26	37	43	11	19	23	30



Results Summary

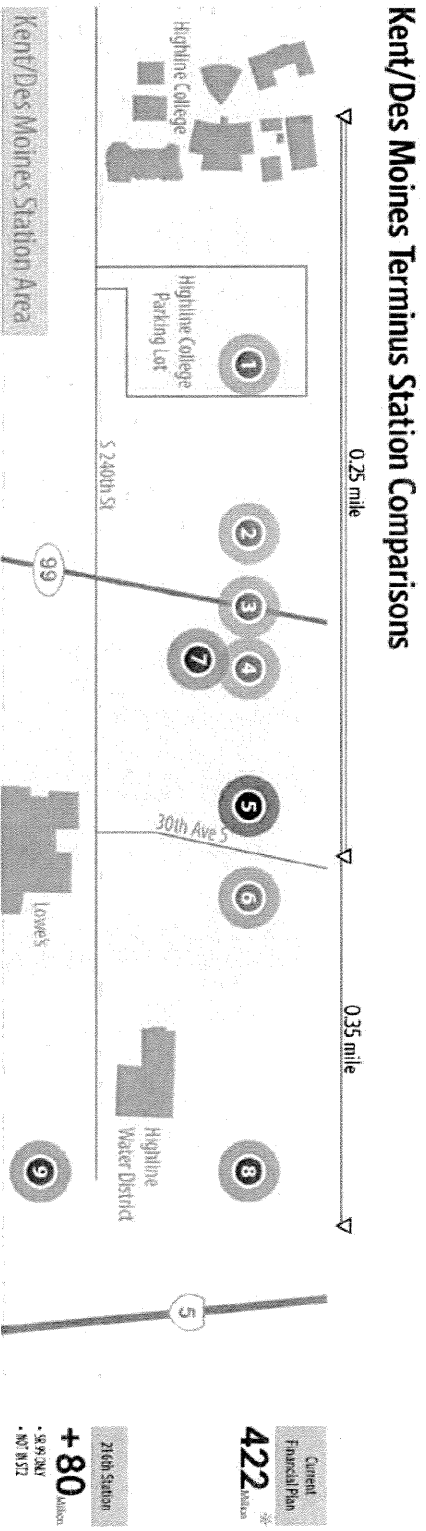
Summary



	SR 99 Alternative more details → E20	SR 99 Alternative more details → E22	SR 99 to SR 99 Alternative more details → E24	SR 99 to SR 99 Alternative more details → E25	SR 99 Alternative more details → E26	SR 99 Alternative more details → E28	SR 99 Alternative more details → E29	SR 99 Alternative more details → E31	SR 99 Alternative more details → E32	SR 99 Alternative more details → E33	SR 99 Alternative more details → E34	SR 99 Alternative more details → E35	SR 99 Alternative more details → E36
Project Cost (2014 dollars in billions)	1.77	1.42	1.48	1.72	1.84	1.82	1.32	1.44	1.52	1.73			
Travel Time (Minutes)	13	13	14	13	13	14	13	14	14	14			
Daily Ridership (riders)	26,500	25,500	26,000	26,000	27,000	27,500	25,500	25,500	26,500	27,000			
Land with TOD Potential (Acres)	119	76	92	126	172	208	73	84	145	169			
Business Displacements (Acres)	104	29	43	98	117	134	24	46	56	119			
Residential Displacements (Acres)	36	285	106	244	36	87	186	258	106	247			
Commercial Land Acquired (Acres)	31	13	17	26	37	43	11	19	23	30			



Kent/Des Moines Terminus Station Comparisons



Alternative	Project Description	Project Cost (Millions)	Land with Independent Access
1	Kent/Des Moines HC Campus Station	530	30
2	Kent/Des Moines SR99 West Station	530	32
3	Kent/Des Moines SR99 Medicine Station	550	41
4	Kent/Des Moines SR99 East Station	530	39
5	Kent/Des Moines 30th East Station	480	39
6	Kent/Des Moines SR99 East Station	540	47
7	Kent/Des Moines SR99 East Station	470	39
8	Kent/Des Moines I-5 Station	490	31
9	Kent/Des Moines I-5 At-Grade Station	410	28

Current Financial Plan
422 Million

27th Station
+80 Million
• SR99/301
• SR99/512

Tenth Station
+120 Million
• WITH SR99/301 AND HIGHWAY DISTRICTS
• SR99/512

† The SR99 assumed \$109 million to \$141 million (2016) for an extension to Kent/Des Moines. As part of the ongoing independent access and land dedication program, all projects to the far end of the range. The financial plan was updated to reflect this.

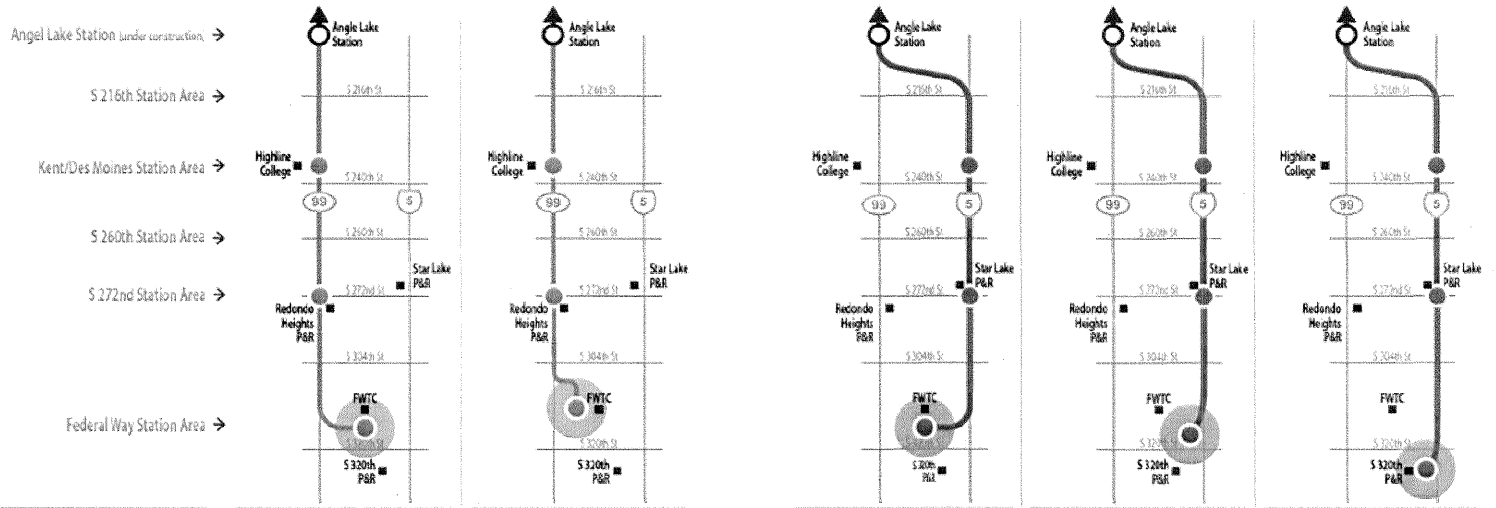
Federal Way Link Extension

Draft EIS Summary

Federal Way Terminus Station Comparisons



Federal Way Terminus Station Comparisons



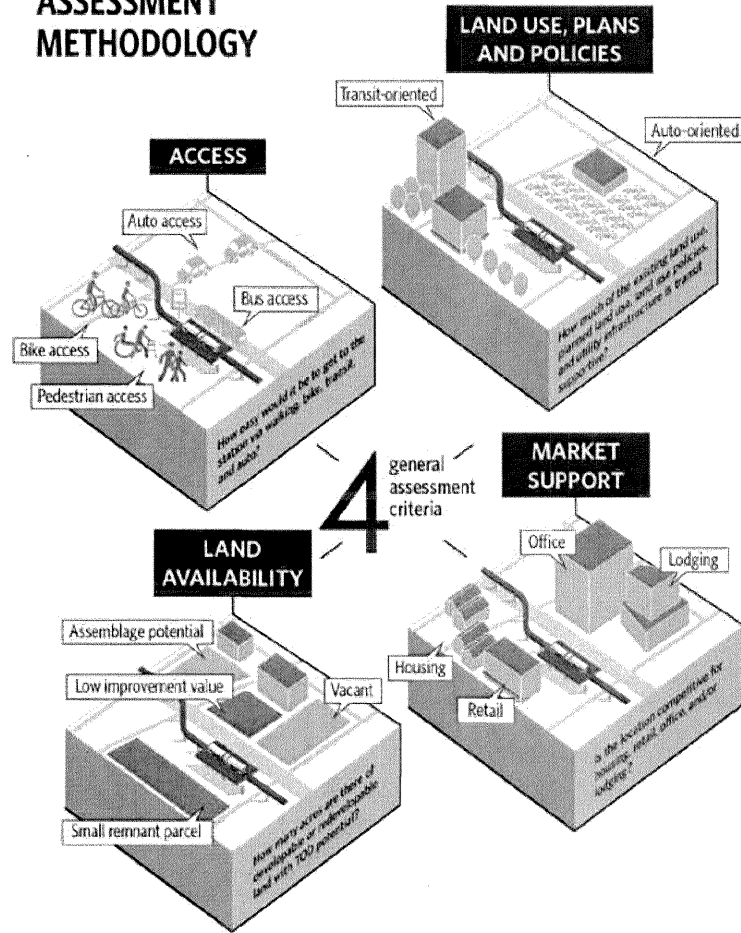
Key Measurements	Federal Way Transit Center Station	Federal Way SR 99 Station	Federal Way Transit Center Station	Federal Way I-5 Station	Federal Way S 320th P&R Station
PROJECT COST (in 2014 dollars in Billions)	1.77 Billion	1.70 Billion	1.42 Billion	1.38 Billion	1.54 Billion
DAILY RIDERSHIP (Riders)	26,500 Riders	25,000 Riders	25,500 Riders	24,000 Riders	25,000 Riders
TRAVEL TIME (Minutes)	13 Minutes	12 Minutes	13 Minutes	12 Minutes	12 Minutes
LAND WITH TOD POTENTIAL (Acres)	119 Acres	130 Acres	76 Acres	54 Acres	65 Acres
RESIDENTIAL DISPLACEMENTS (Units)	36 Units	36 Units	285 Units	285 Units	304 Units
BUSINESS DISPLACEMENTS (Units)	104 Units	91 Units	29 Units	24 Units	9 Units
COMMERCIAL LAND ACQUIRED (Acres)	31 Acres	33 Acres	13 Acres	20 Acres	3 Acres

Federal Way Link Extension

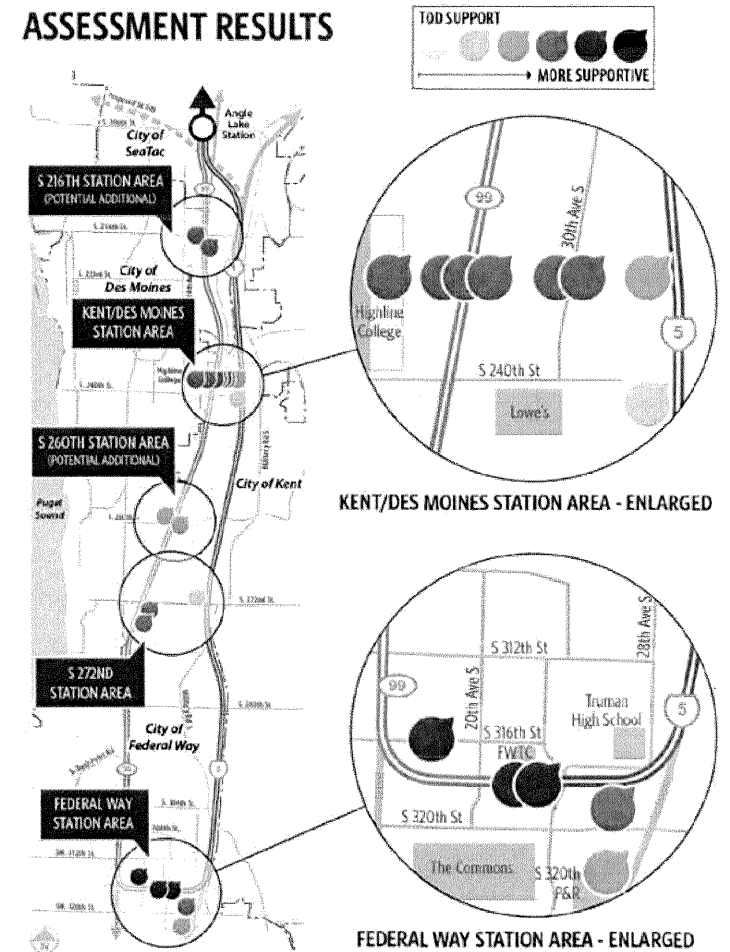
Draft EIS Summary

TOD Assessment Methodology and Results

ASSESSMENT METHODOLOGY



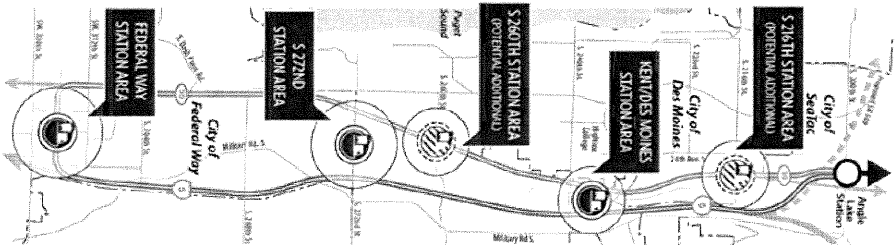
ASSESSMENT RESULTS



TOD Assessment Results Summary



ASSESSMENT RESULTS



TOD SUPPORT

- 5216th Station Option
- 5216th East Station Option
- 5272nd Station Option
- 5272nd East Station Option

OVERALL

Option	TOD Support	Land Use, Plans & Policies	Market Support	Land Availability
5216th West Station Option	●	●	●	●
5216th East Station Option	●	●	●	●
5272nd Station Option	●	●	●	●
5272nd East Station Option	●	●	●	●
Kent/Des Moines ITC Campus Station Option	●	●	●	●
Kent/Des Moines SR 99 West Station	●	●	●	●
Kent/Des Moines SR 99 Median Station Option	●	●	●	●
Kent/Des Moines SR 99 East Station Option (SR 99)	●	●	●	●
Kent/Des Moines SR 99 East Station Option (I-5)	●	●	●	●
Kent/Des Moines SR 99 West Station Option	●	●	●	●
Kent/Des Moines 30th Ave East Station Option	●	●	●	●
Kent/Des Moines 15 Station	●	●	●	●
Kent/Des Moines 15 At-Grade Station Option	●	●	●	●
5260th West Station Option	●	●	●	●
5260th East Station Option	●	●	●	●
5272nd Redondo Station	●	●	●	●
5272nd Redondo Transit Station Option	●	●	●	●
5272nd Star Lake Station	●	●	●	●
Federal Way SR 99 Station Option	●	●	●	●
Federal Way Transit Center Station (SR 99)	●	●	●	●
Federal Way Transit Center Station (I-5)	●	●	●	●
Federal Way 15 Station Option	●	●	●	●
Federal Way 5320th Park & Ride Station Option	●	●	●	●

ACCESS

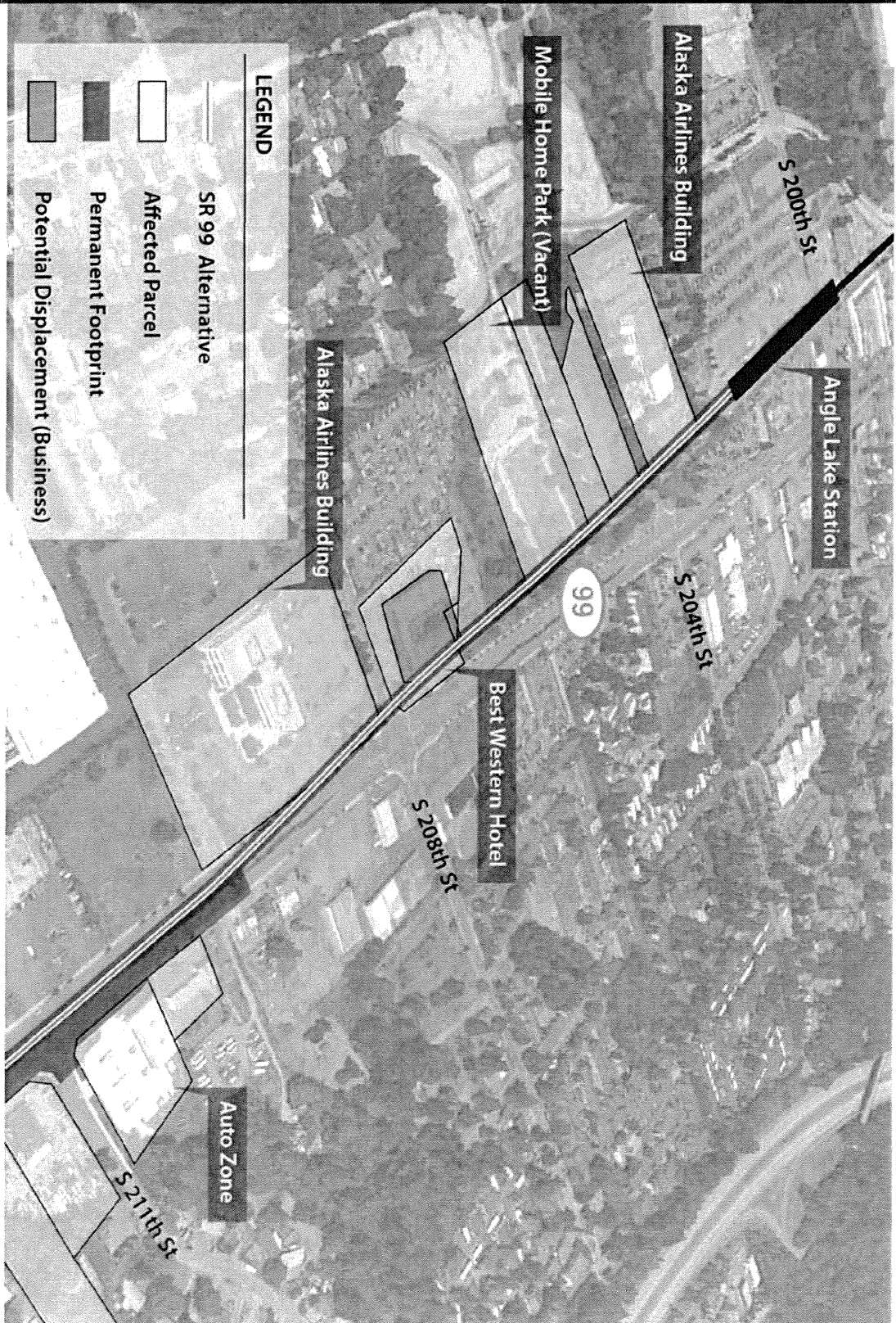
LAND USE, PLANS & POLICIES

MARKET SUPPORT

LAND AVAILABILITY

Option	Access	Land Use, Plans & Policies	Market Support	Land Availability
5216th West Station Option	●	●	●	●
5216th East Station Option	●	●	●	●
5272nd Station Option	●	●	●	●
5272nd East Station Option	●	●	●	●
Kent/Des Moines ITC Campus Station Option	●	●	●	●
Kent/Des Moines SR 99 West Station	●	●	●	●
Kent/Des Moines SR 99 Median Station Option	●	●	●	●
Kent/Des Moines SR 99 East Station Option (SR 99)	●	●	●	●
Kent/Des Moines SR 99 East Station Option (I-5)	●	●	●	●
Kent/Des Moines SR 99 West Station Option	●	●	●	●
Kent/Des Moines 30th Ave East Station Option	●	●	●	●
Kent/Des Moines 15 Station	●	●	●	●
Kent/Des Moines 15 At-Grade Station Option	●	●	●	●
5260th West Station Option	●	●	●	●
5260th East Station Option	●	●	●	●
5272nd Redondo Station	●	●	●	●
5272nd Redondo Transit Station Option	●	●	●	●
5272nd Star Lake Station	●	●	●	●
Federal Way SR 99 Station Option	●	●	●	●
Federal Way Transit Center Station (SR 99)	●	●	●	●
Federal Way Transit Center Station (I-5)	●	●	●	●
Federal Way 15 Station Option	●	●	●	●
Federal Way 5320th Park & Ride Station Option	●	●	●	●

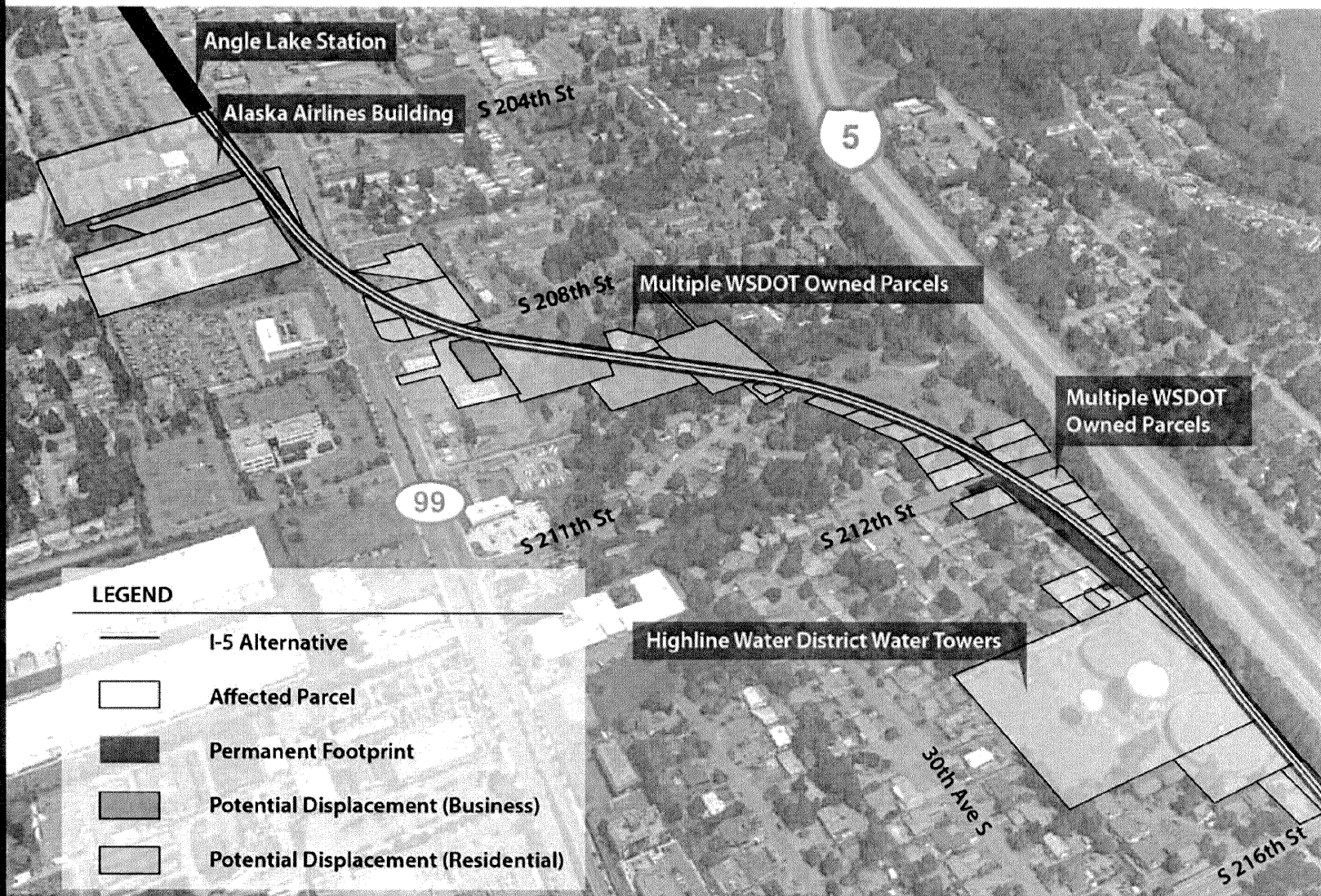
Affected Parcels and Permanent Footprint Impacts SR 99 Alternative



Federal Way Link Extension

Draft EIS Summary

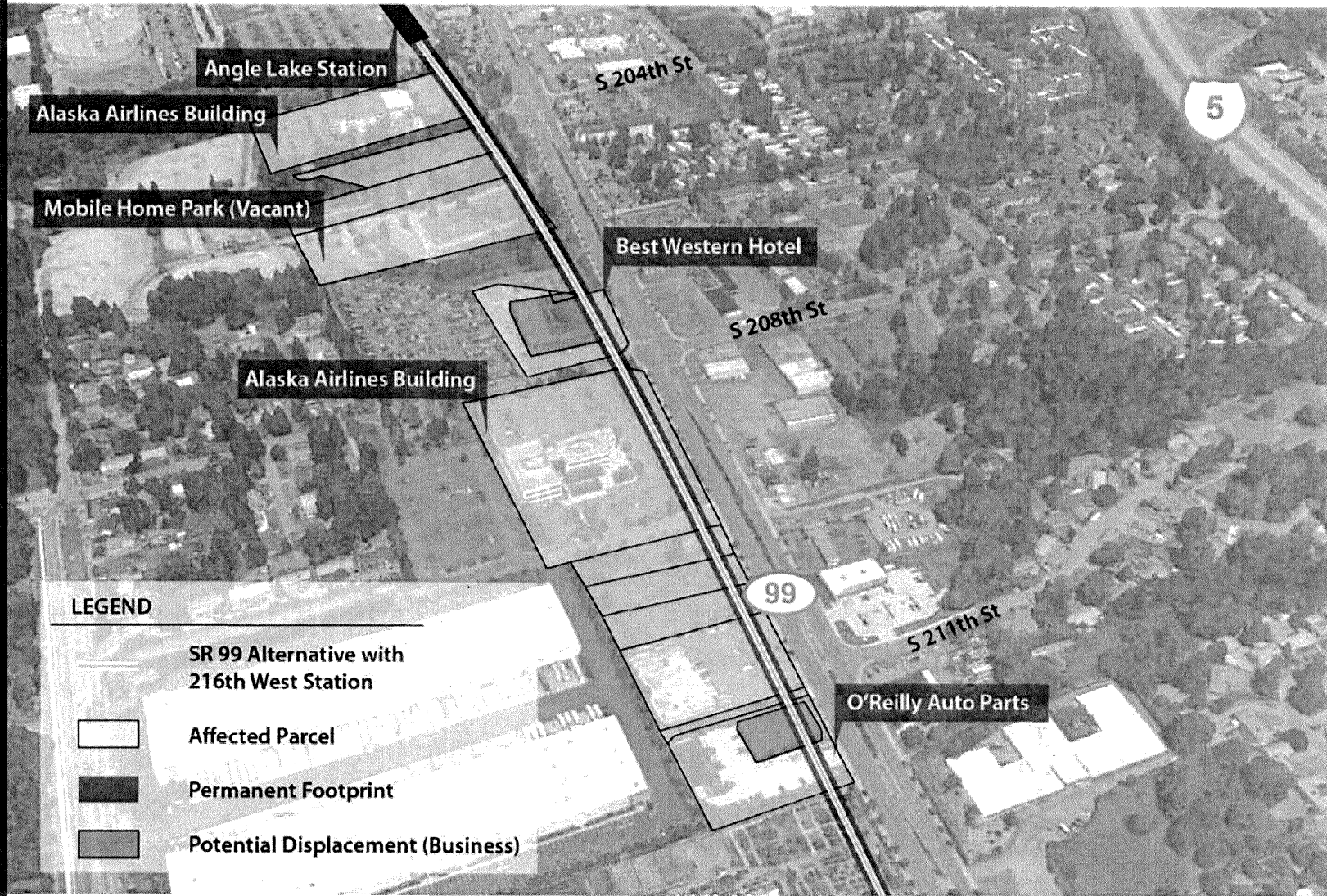
Affected Parcels and Permanent Footprint Impacts I-5 Alternative



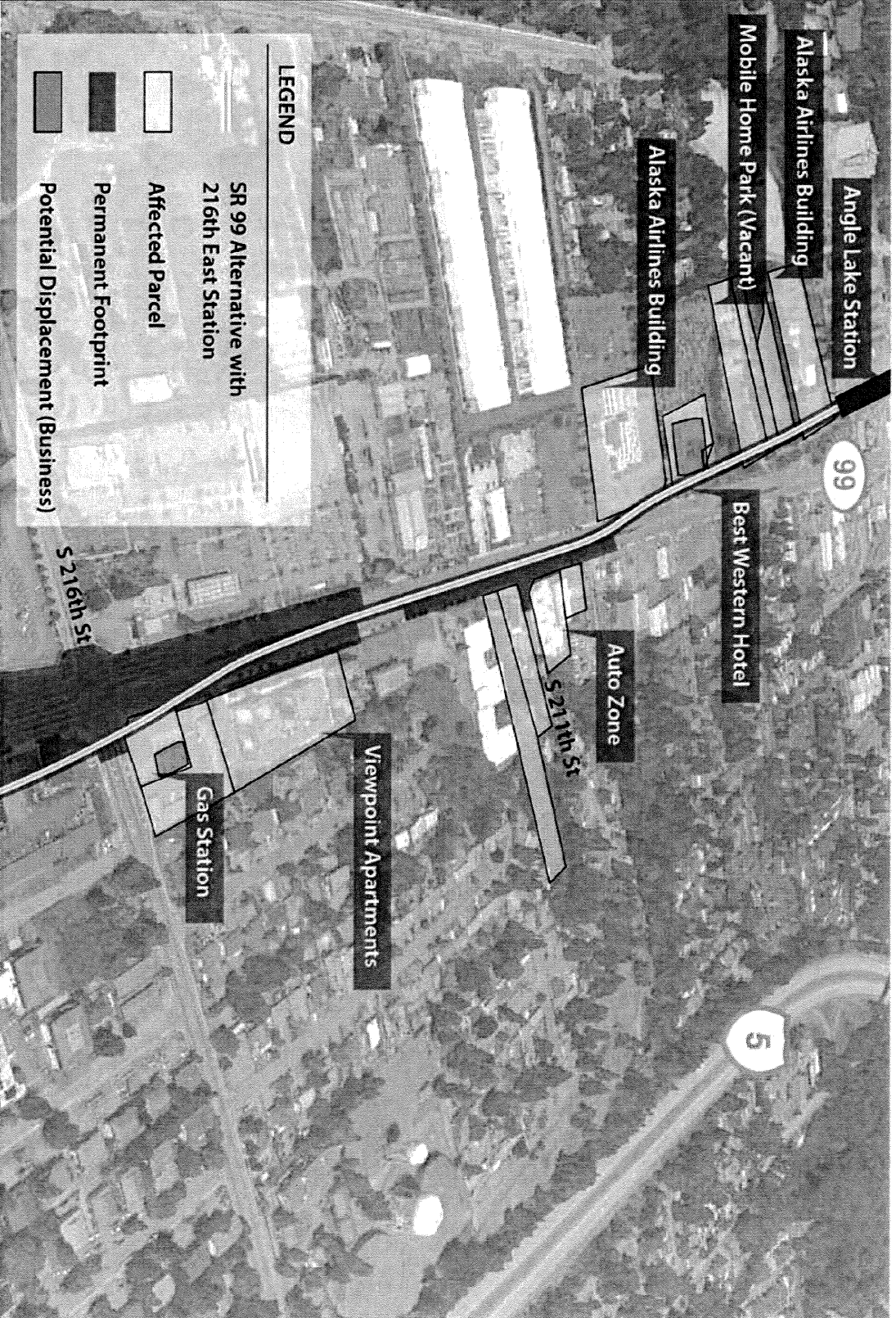
Federal Way Link Extension

Draft EIS Summary

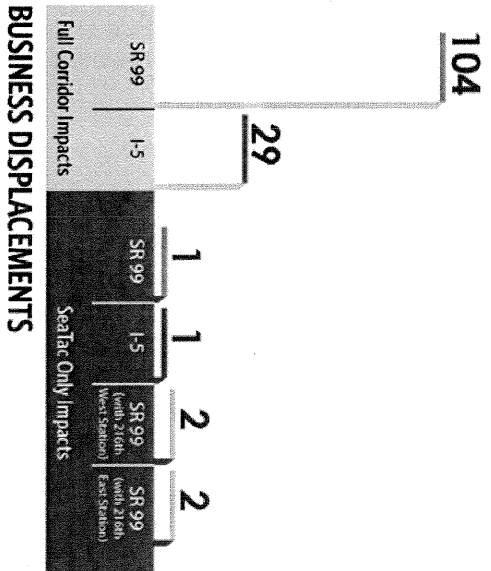
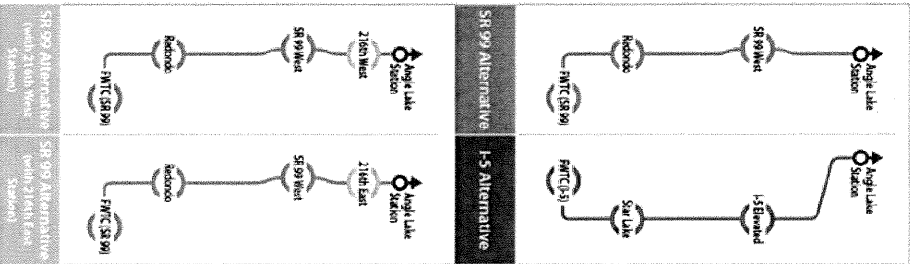
Affected Parcels and Permanent Footprint Impacts SR 99 Alternative with 216th West Station



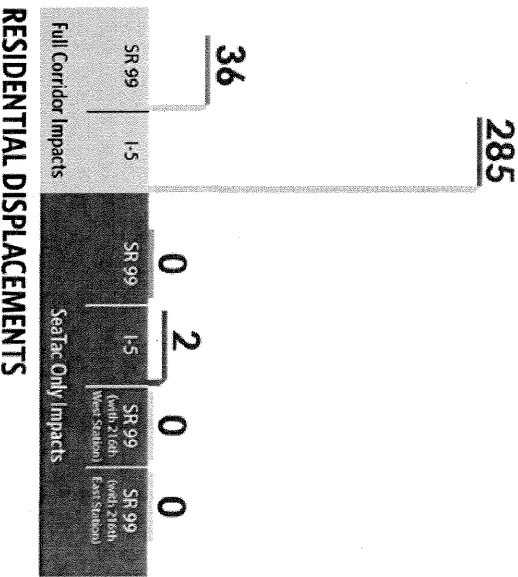
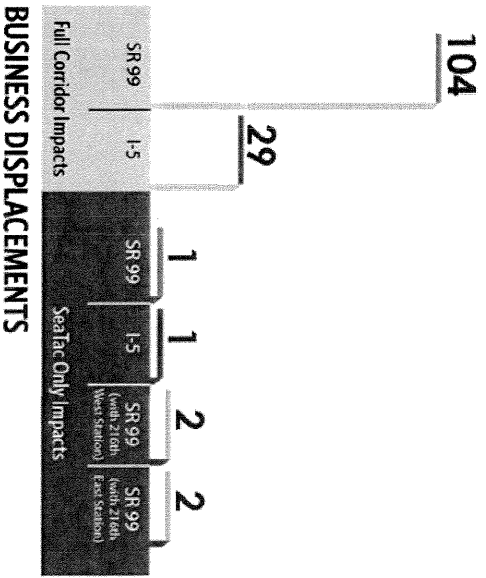
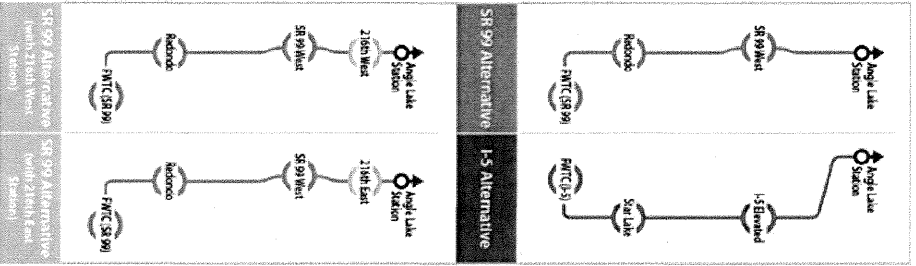
Affected Parcels and Permanent Footprint Impacts SR 99 Alternative with 216th East Station



Impacts by Alternative



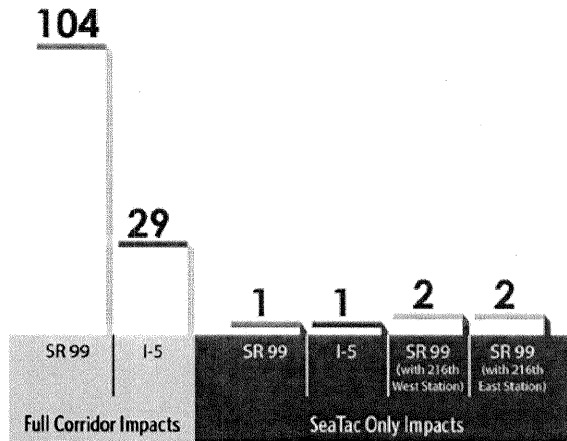
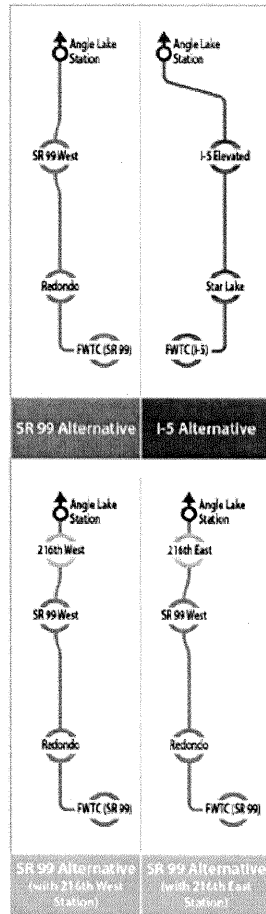
Impacts by Alternative



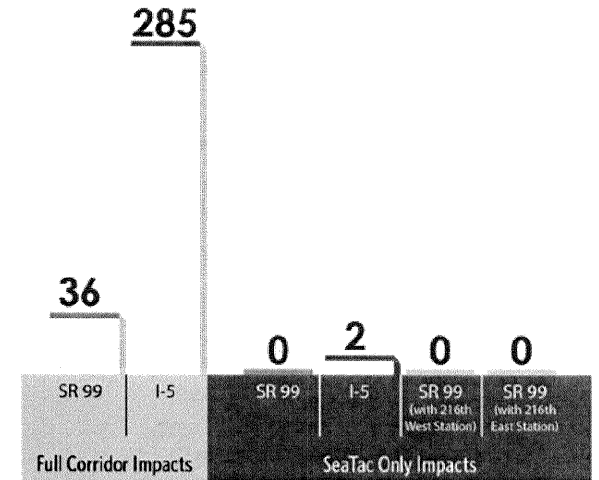
Federal Way Link Extension

Draft EIS Summary

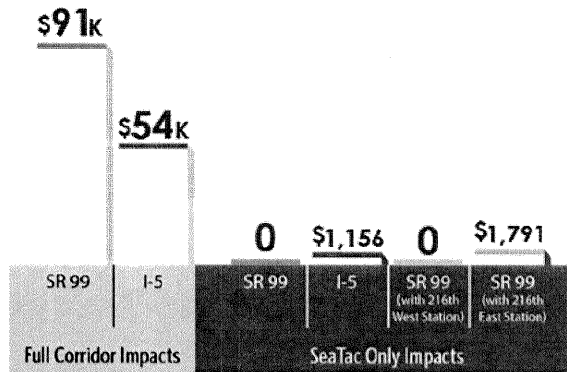
Impacts by Alternative



BUSINESS DISPLACEMENTS



RESIDENTIAL DISPLACEMENTS

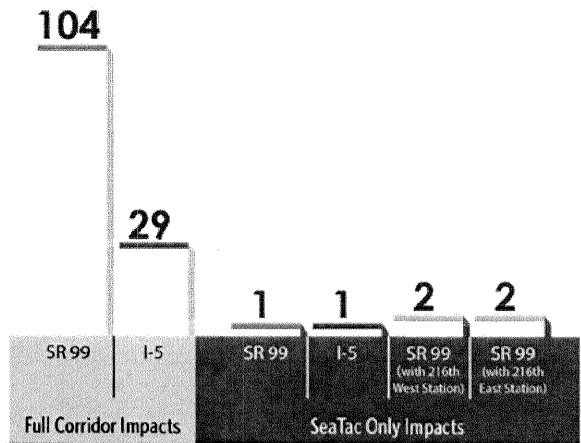
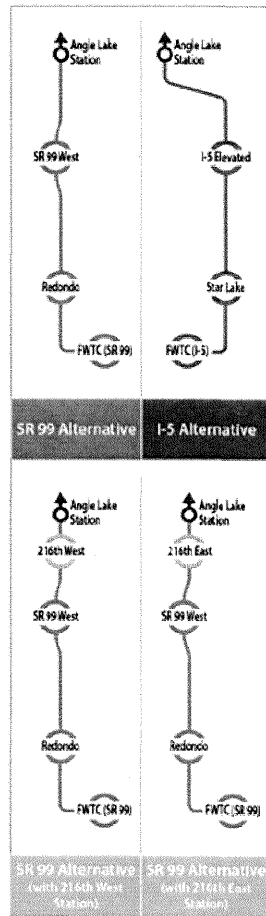


ANNUAL PROPERTY TAX IMPACTS

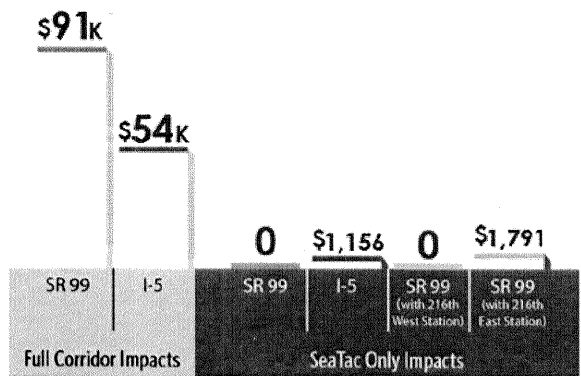
Federal Way Link Extension

Draft EIS Summary

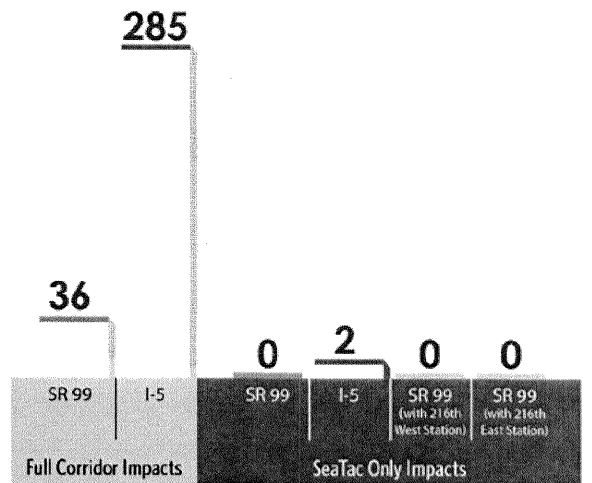
Impacts by Alternative



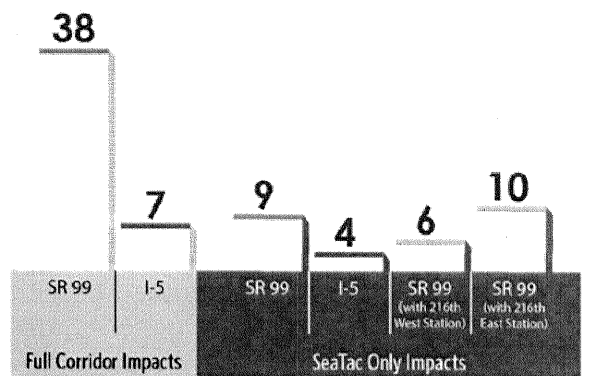
BUSINESS DISPLACEMENTS



ANNUAL PROPERTY TAX IMPACTS



RESIDENTIAL DISPLACEMENTS

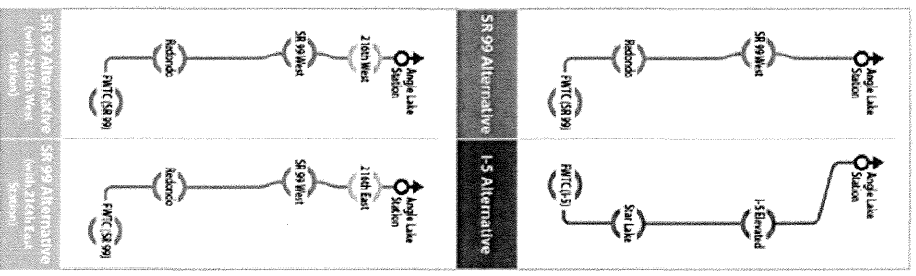
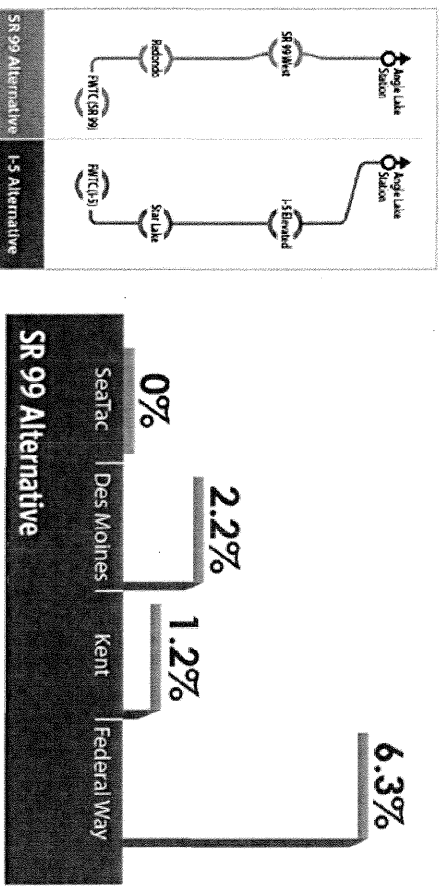


COMMERCIAL PARCELS IMPACTED

City's Commercially Zoned Land Acquired



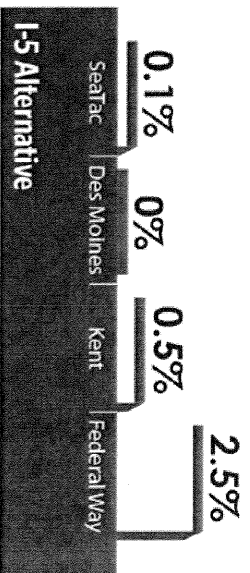
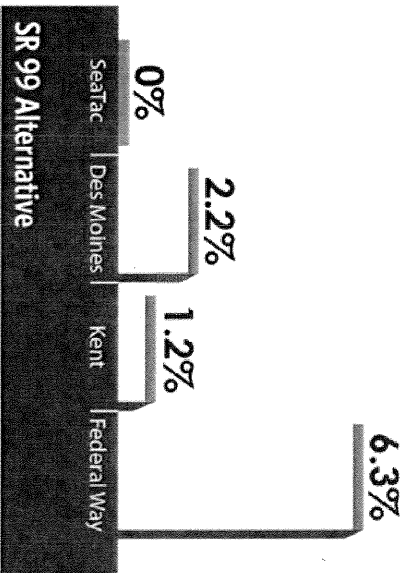
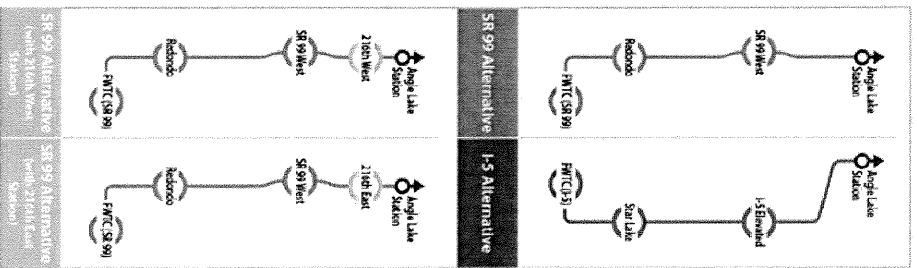
Percentage of City's Commercially Zoned Land to be acquired by FWLE



City's Commercially Zoned Land Acquired



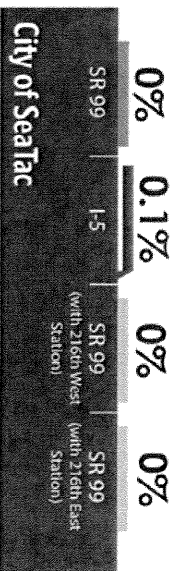
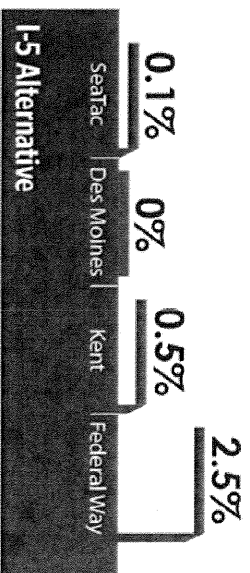
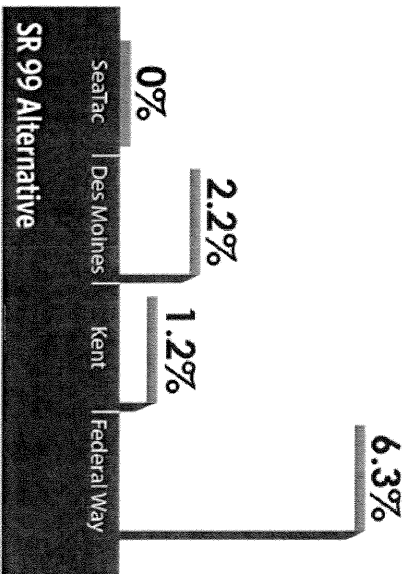
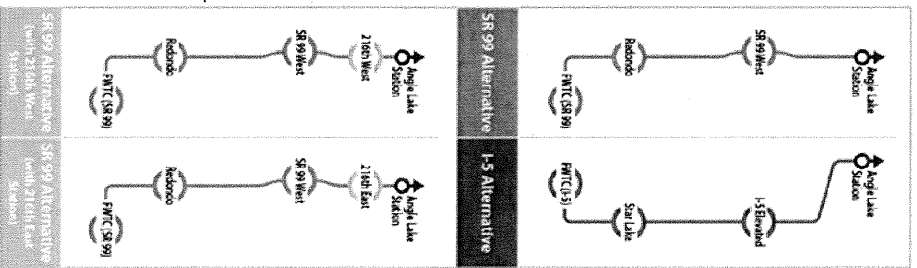
Percentage of City's Commercially Zoned Land to be acquired by FWLE



City's Commercially Zoned Land Acquired



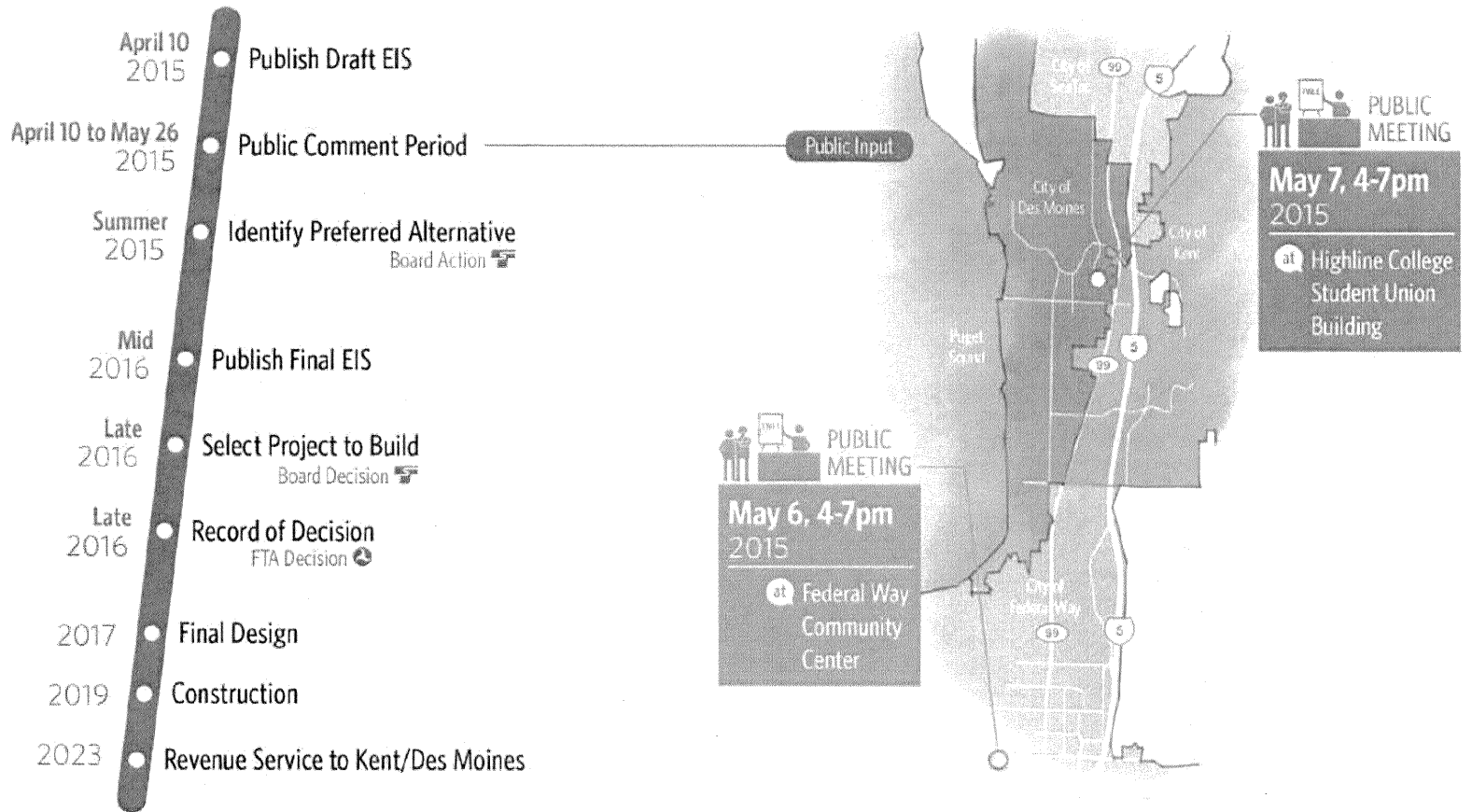
Percentage of City's Commercially Zoned Land to be acquired by FWLE



Federal Way Link Extension

Draft EIS Summary





Next Steps



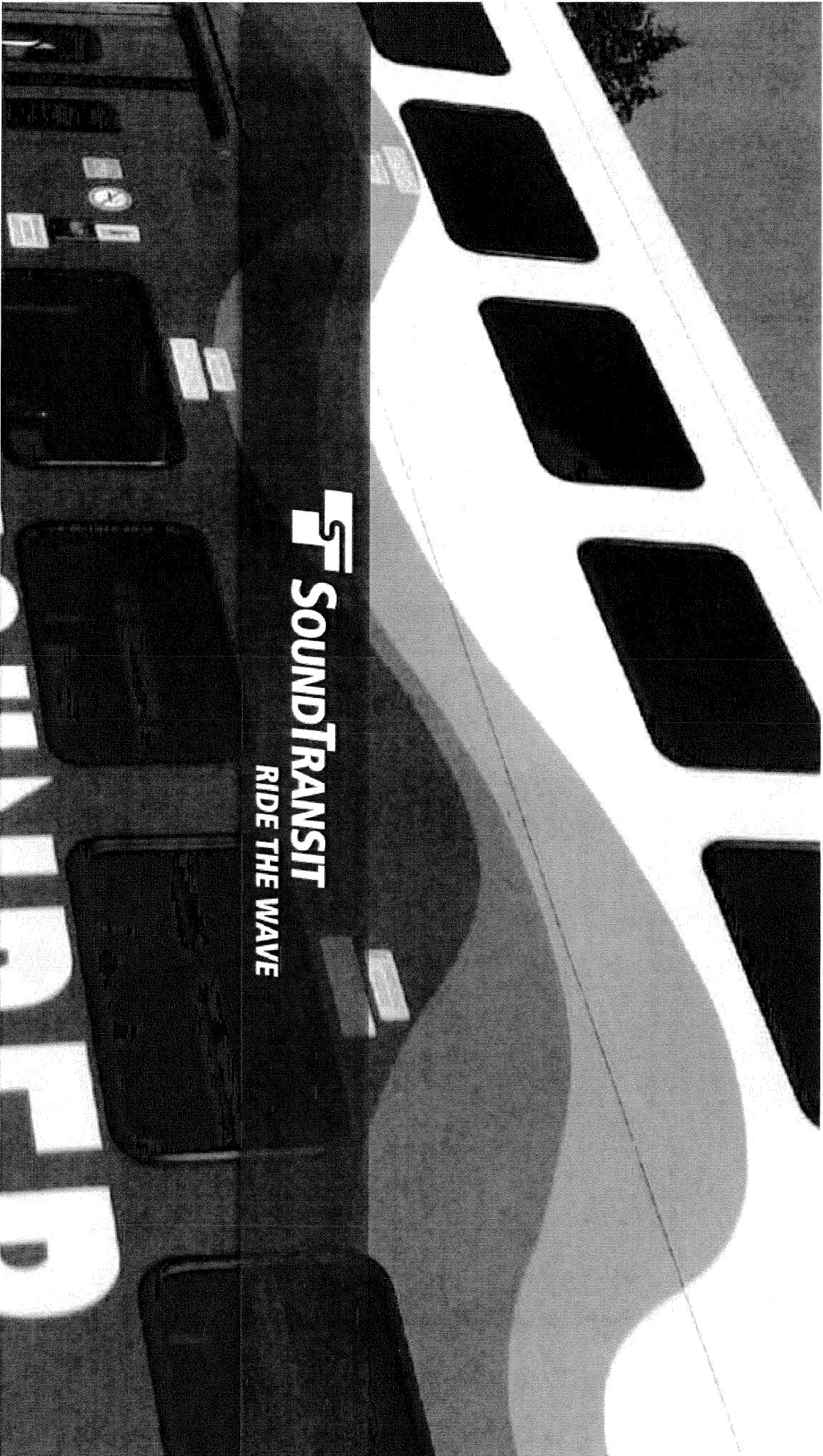
Learn more about the Federal Way Link Extension



federalwaylink.org

-  Watch our video
-  Build your route
-  Submit your comments
-  Read the Draft EIS

Next Steps



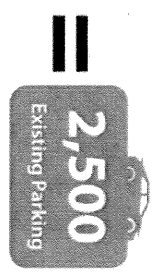
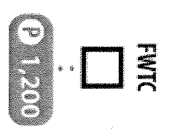
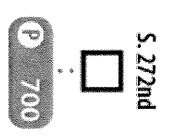
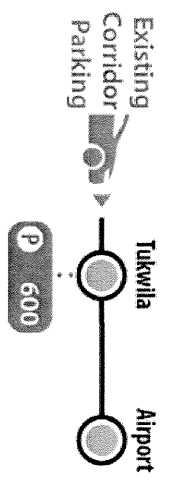
ST SOUNDTRANSIT

RIDE THE WAVE

Federal Way Link Extension

Draft EIS Update

▶ Parking Along the Corridor

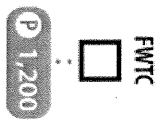
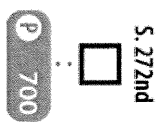
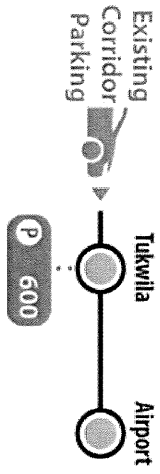


Parking assessment is preliminary and subject to change.

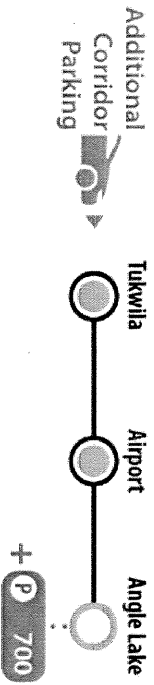
Federal Way Link Extension

Draft EIS Update

▶ Parking Along the Corridor



S. 200th Link Extension

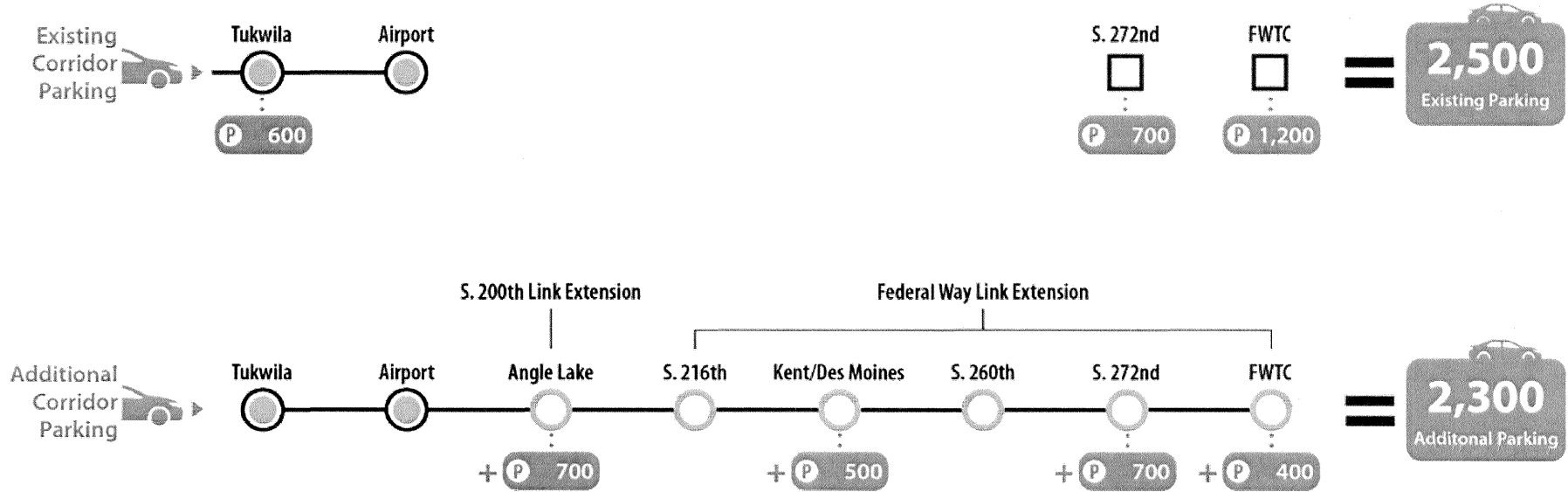


Parking assessment is preliminary and subject to change.

Federal Way Link Extension

Draft EIS Update

Parking Along the Corridor

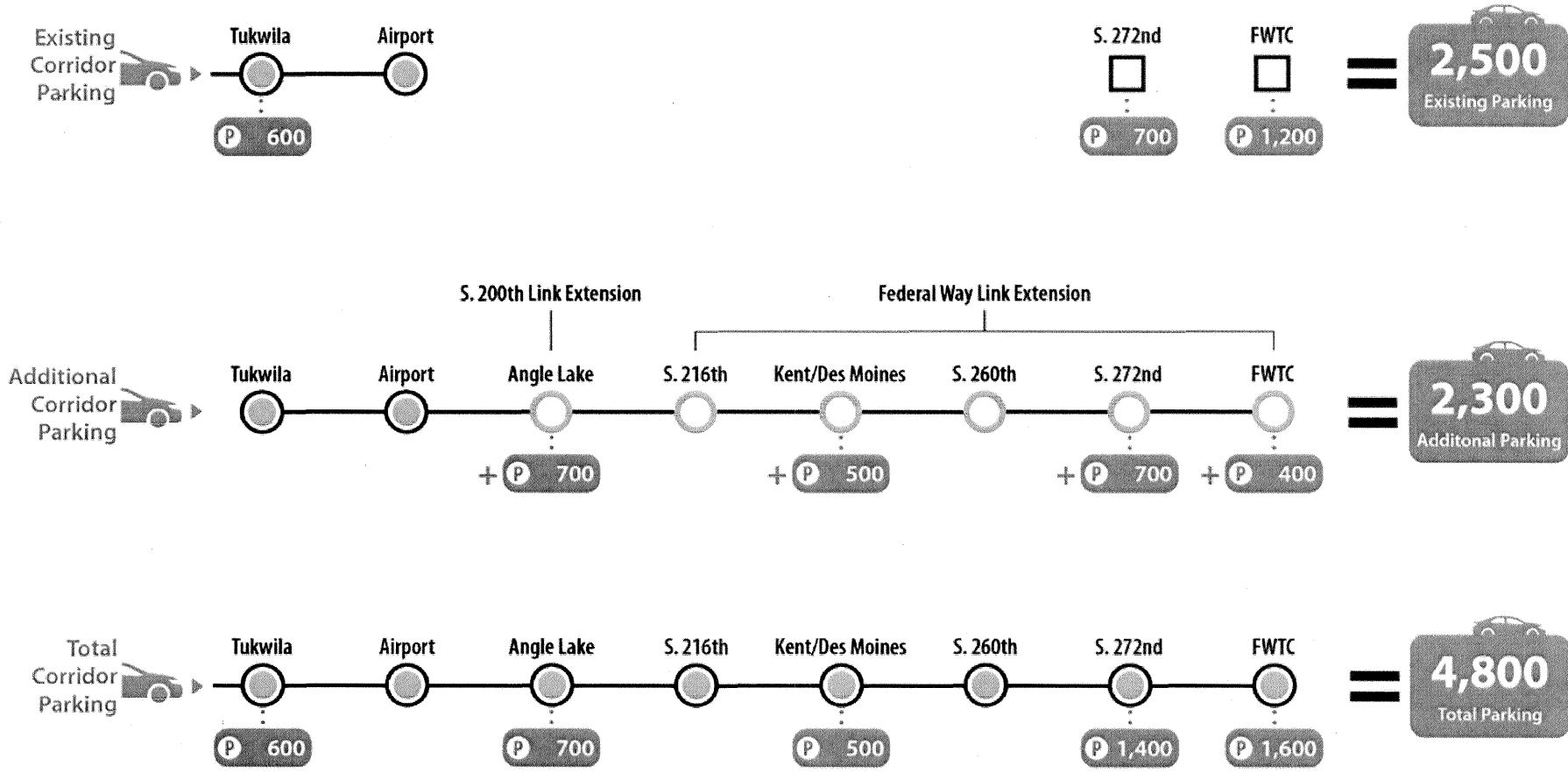


Parking assessment is preliminary and subject to change.

Federal Way Link Extension

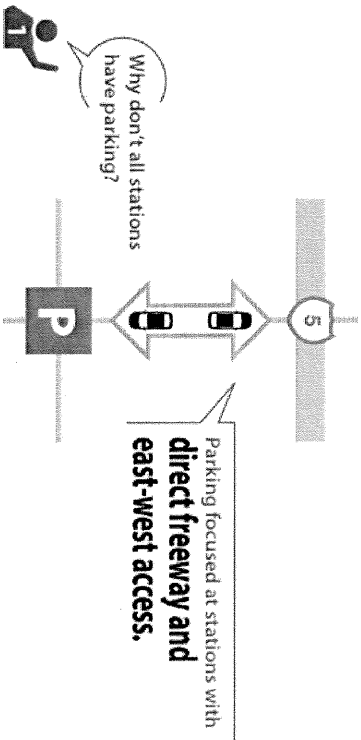
Draft EIS Update

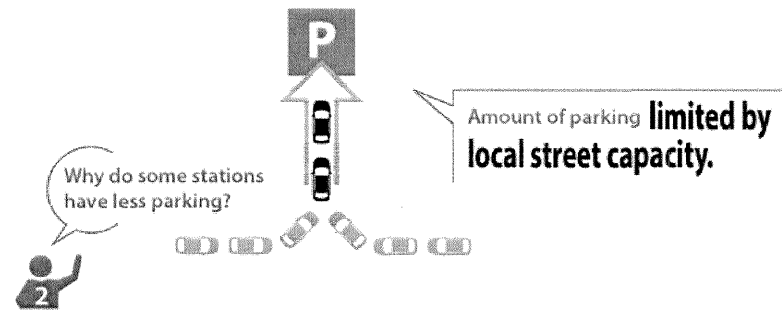
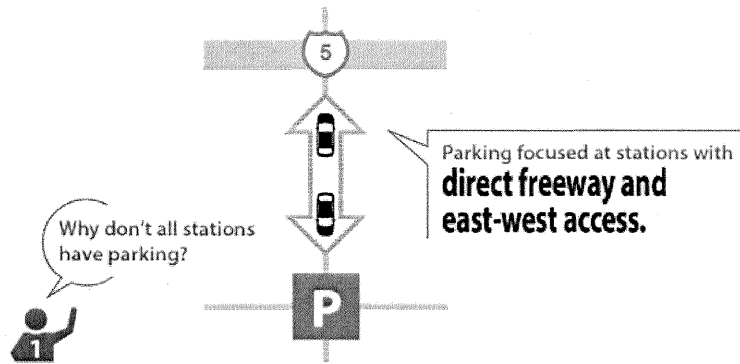
Parking Along the Corridor

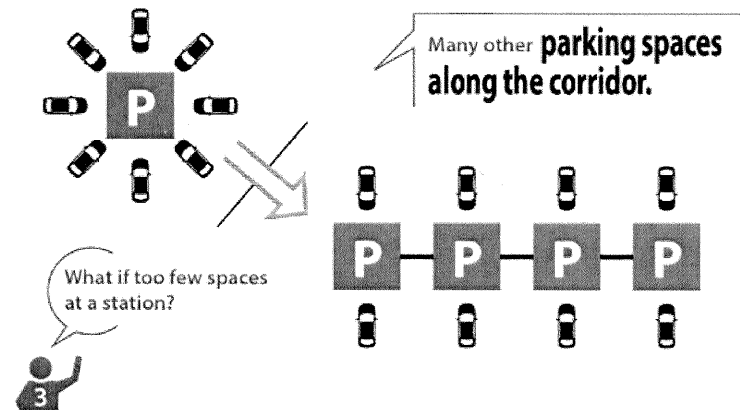
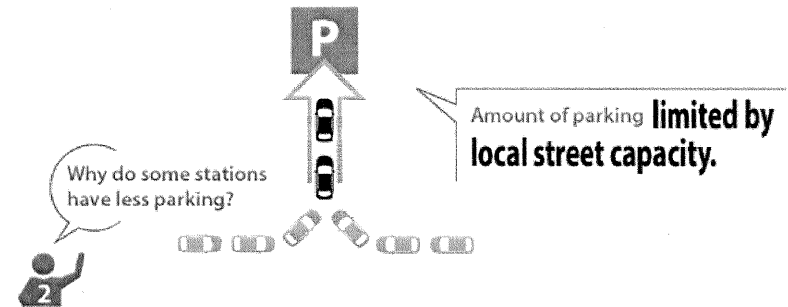
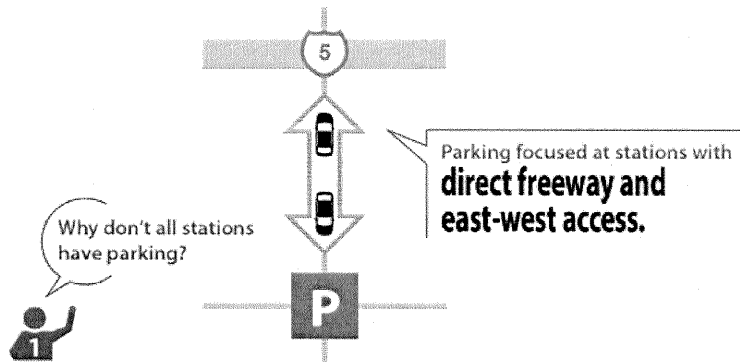


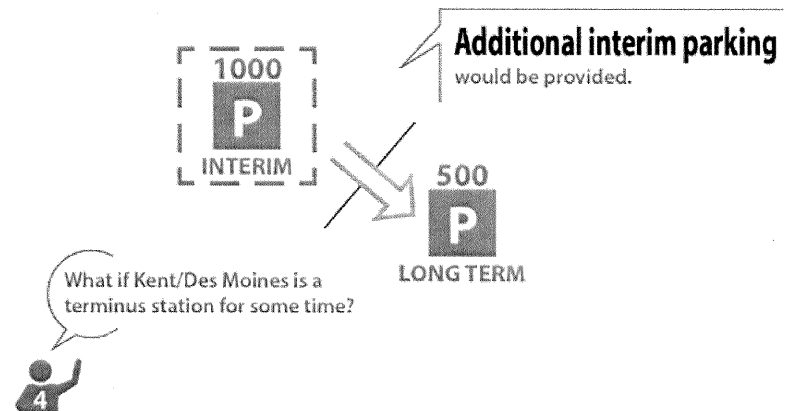
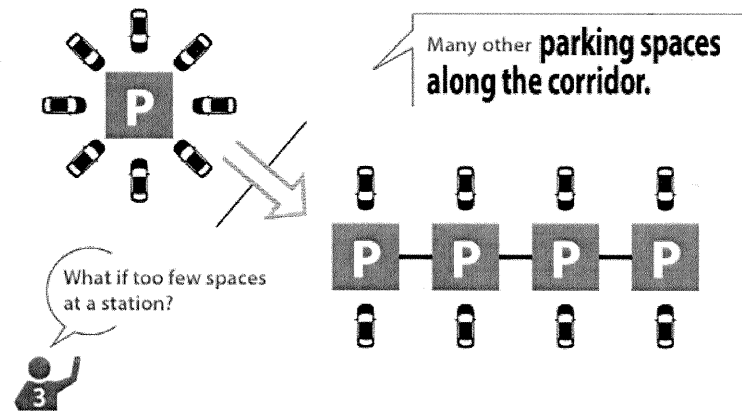
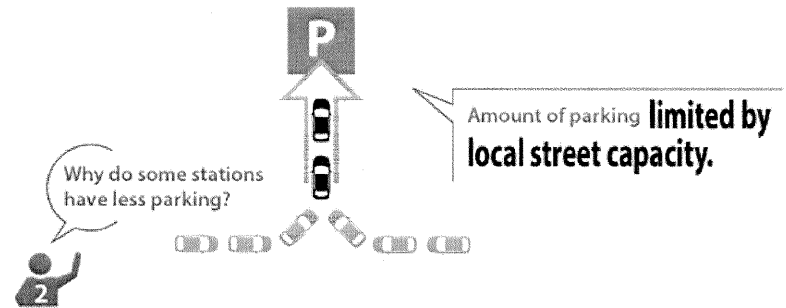
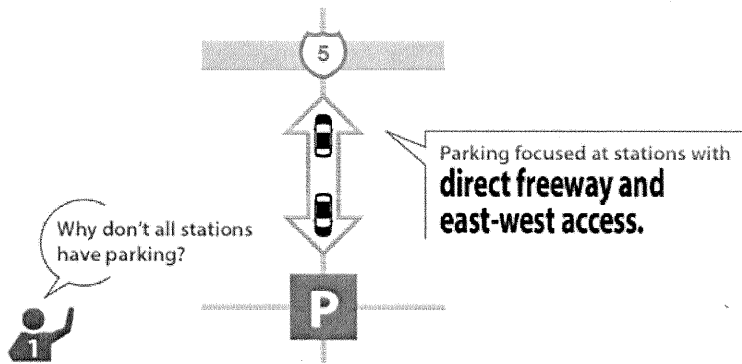
Parking assessment is preliminary and subject to change.

▶ Key Parking Considerations





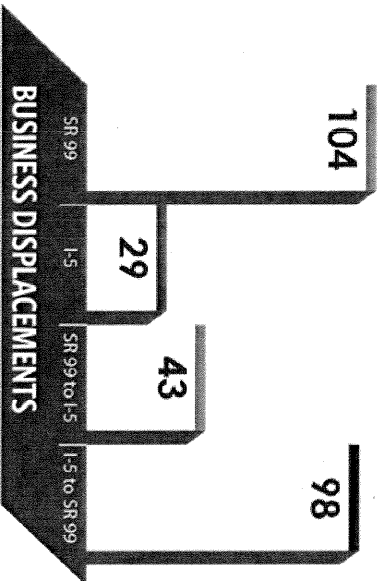
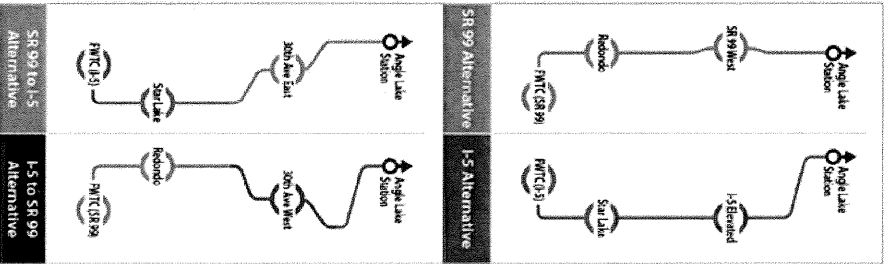




Impacts by Alternative Business Displacements



Impacts by Alternative

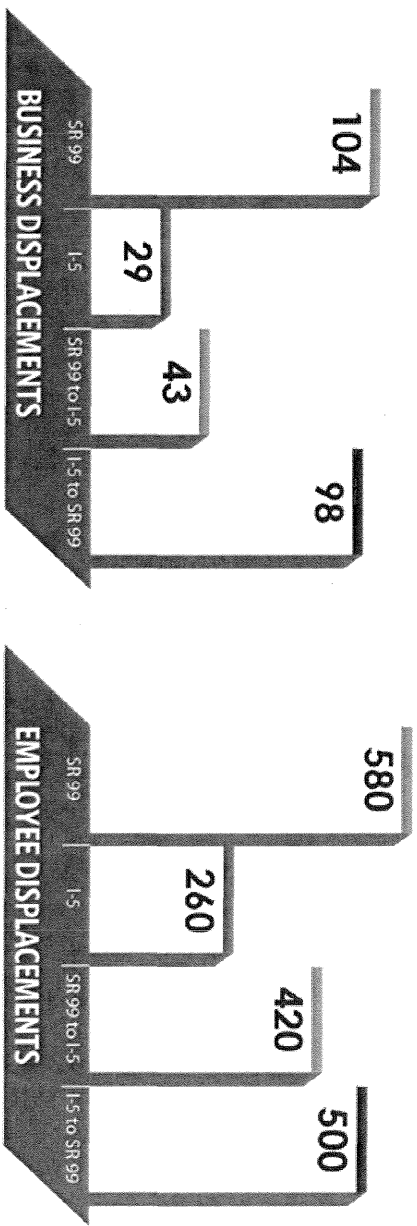
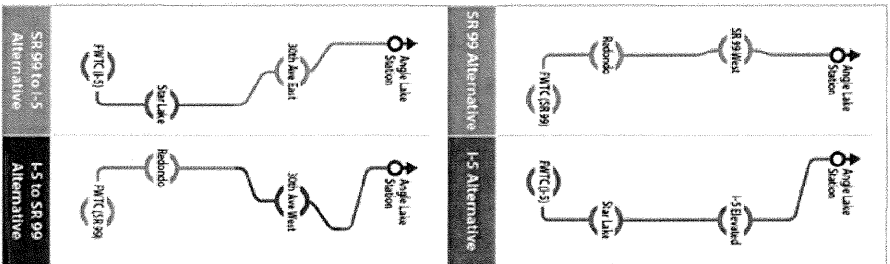


BUSINESS DISPLACEMENTS

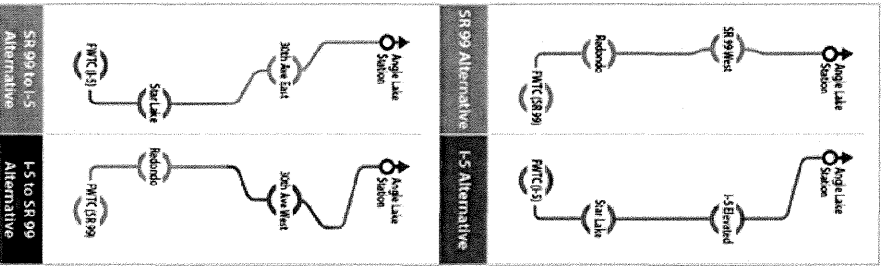
Impacts by Alternative Employee Displacements



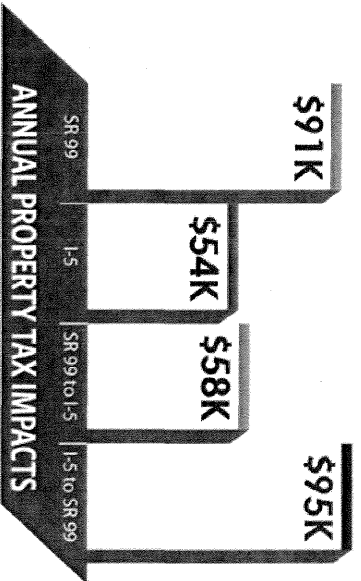
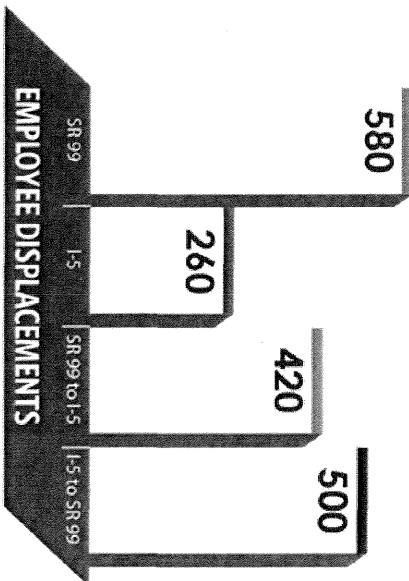
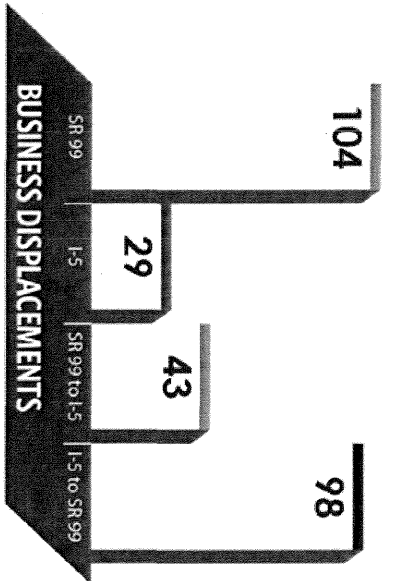
Impacts by Alternative



Impacts by Alternative Annual Property Tax Impacts



Impacts by Alternative



*Dollars rounded to the nearest thousand.



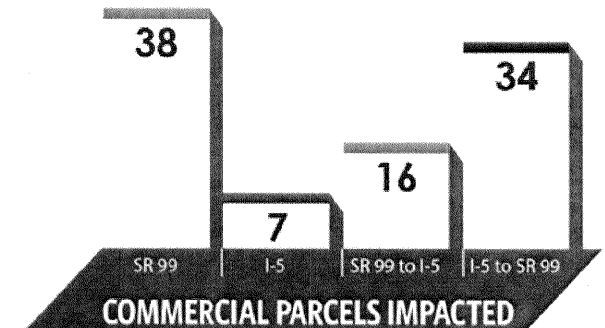
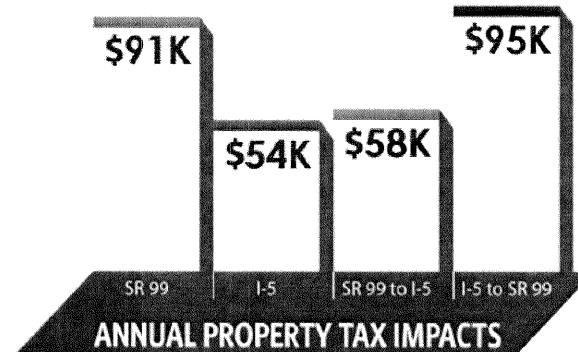
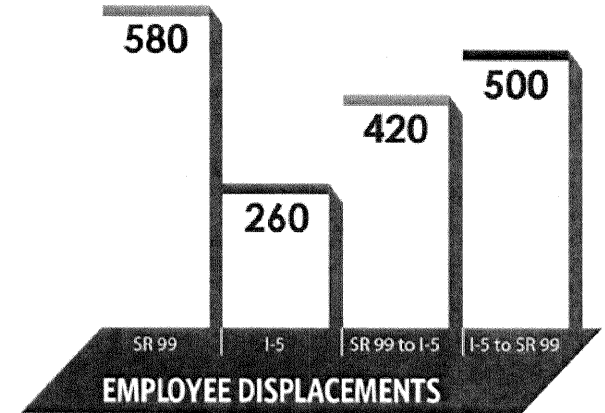
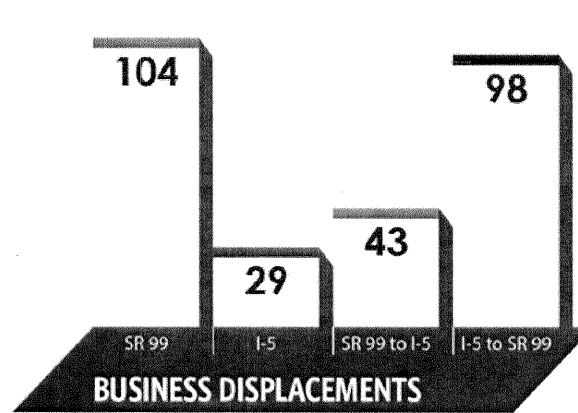
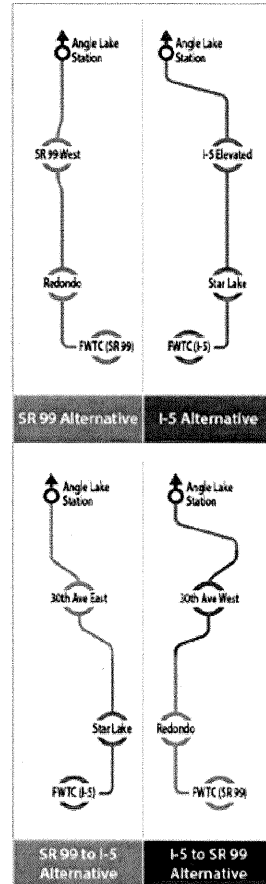
Federal Way Link Extension

Draft EIS Summary

Impacts by Alternative Commercial Parcels Impacted



Impacts by Alternative



*Dollars rounded to the nearest thousand.

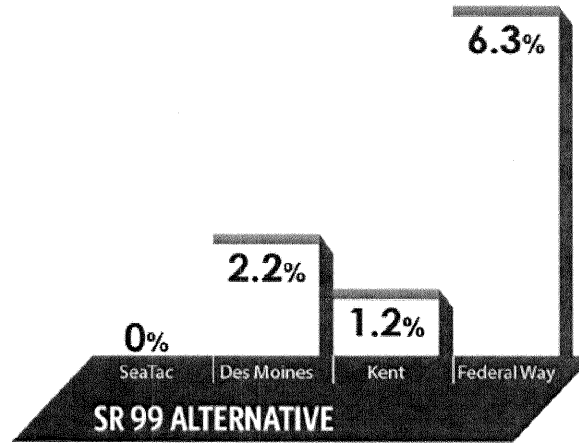
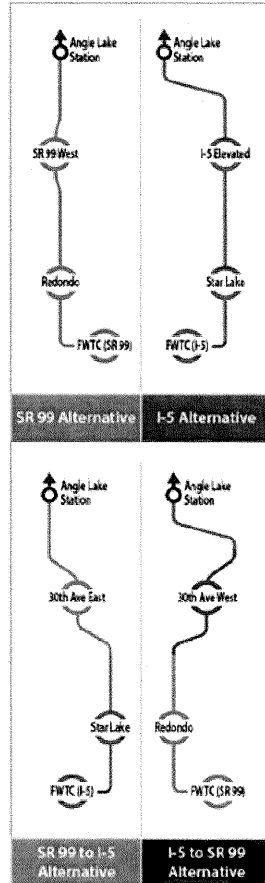
Federal Way Link Extension

Draft EIS Summary

City's Commercially Zoned Land Acquired SR 99 Alternative



Percentage of City's Commercially Zoned Land to be acquired by FWLE



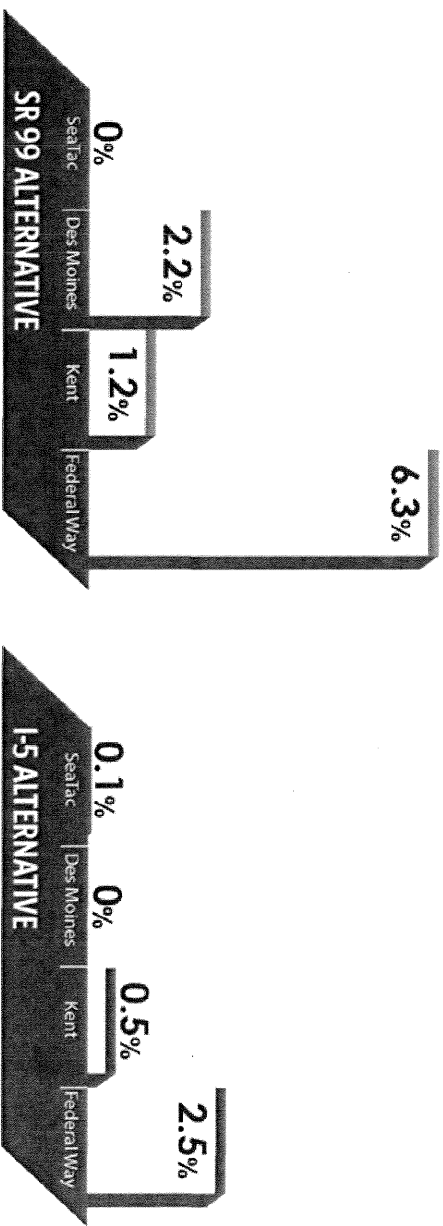
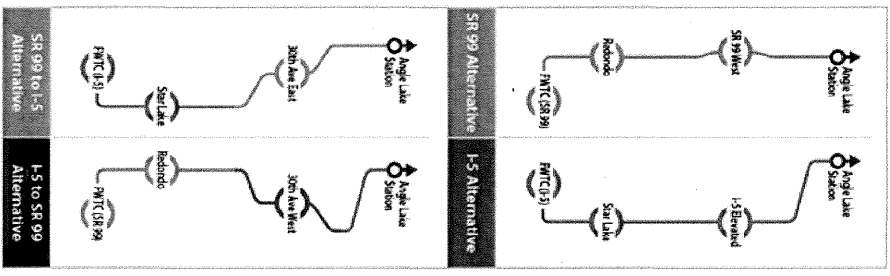
City Specific Impacts

City's Commercially Zoned Land Acquired I-5 Alternative



Percentage of City's Commercially Zoned Land to be acquired by FWLE

City Specific Impacts

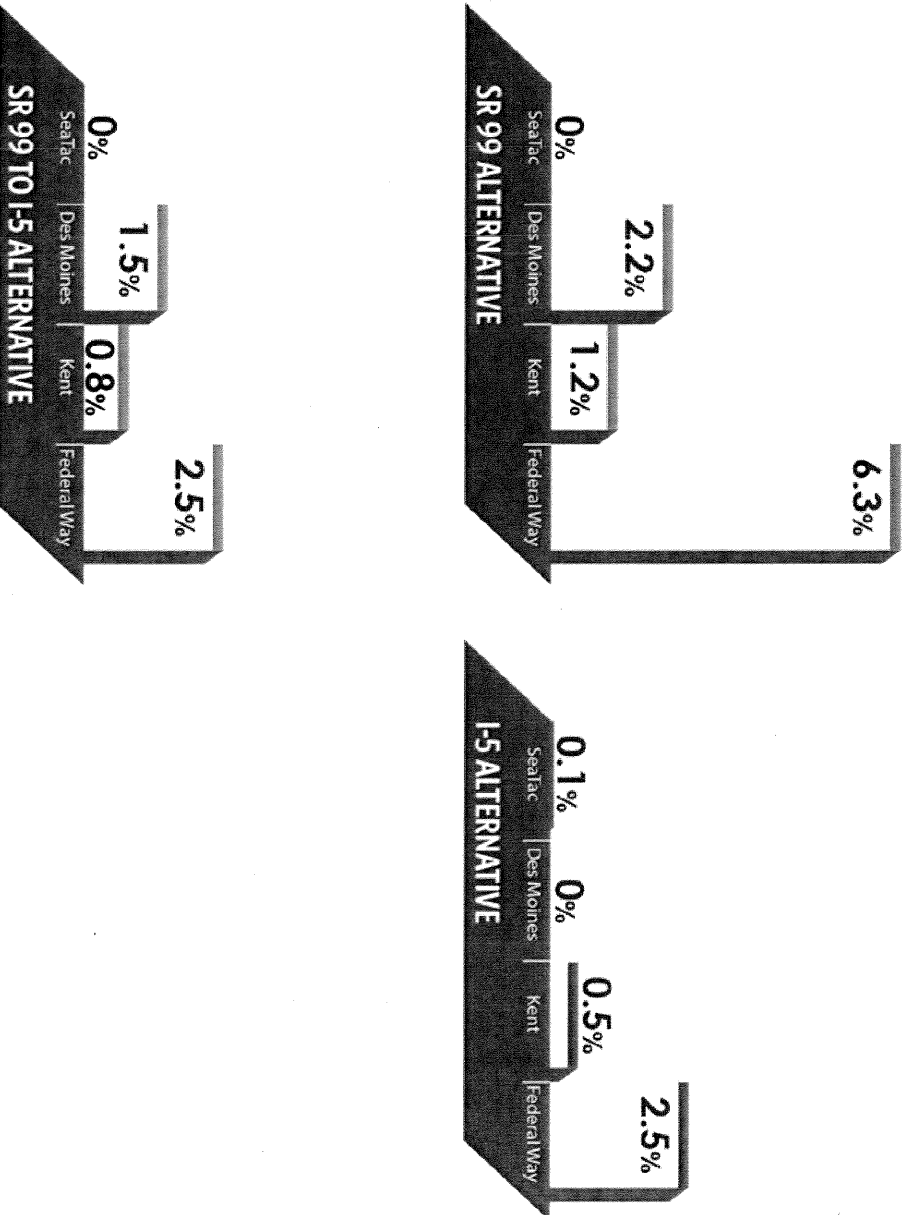
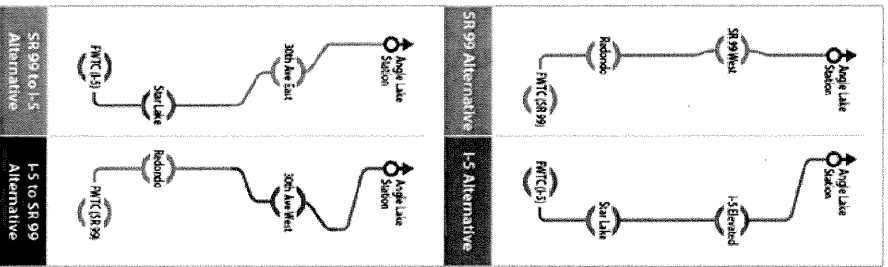


City's Commercially Zoned Land Acquired SR 99 to I-5 Alternative



Percentage of City's Commercially Zoned Land to be acquired by FWLE

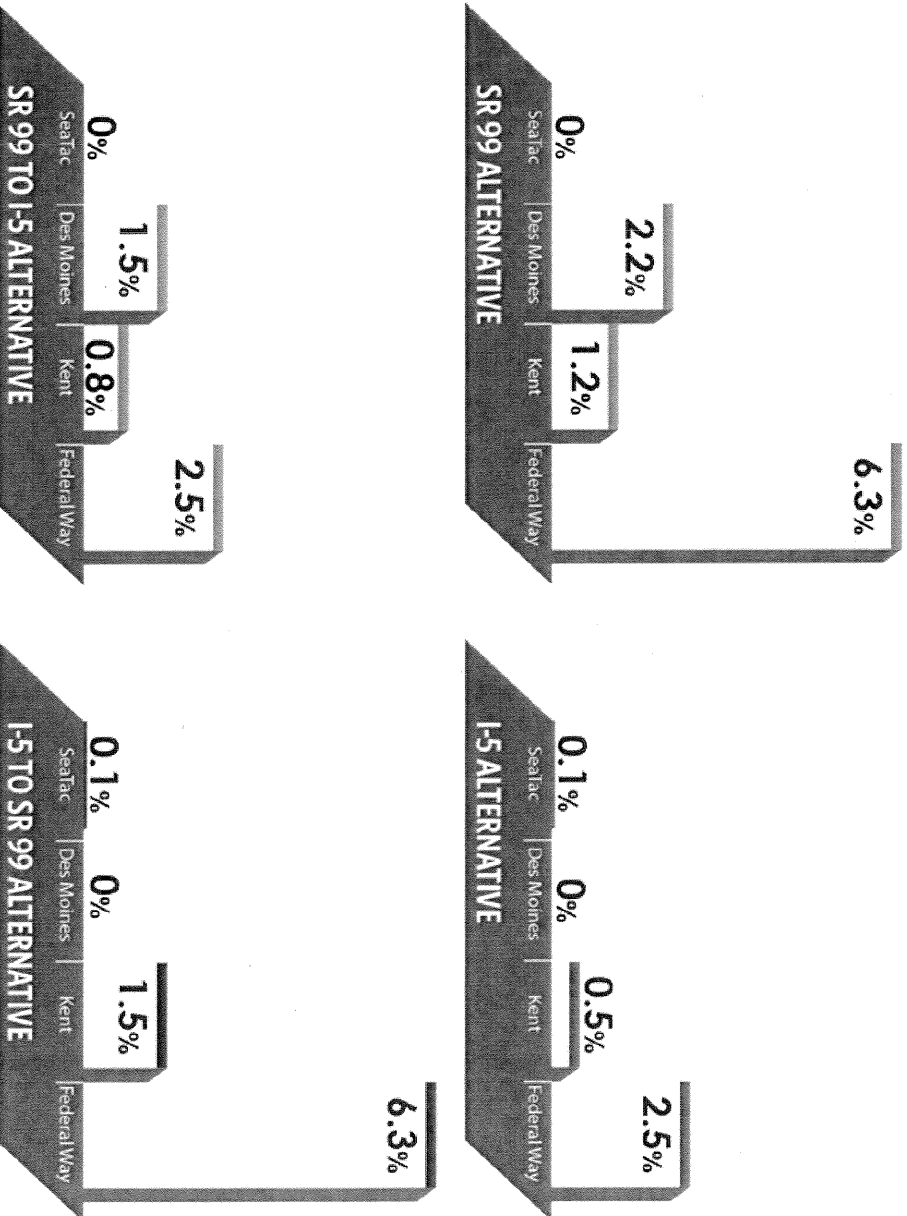
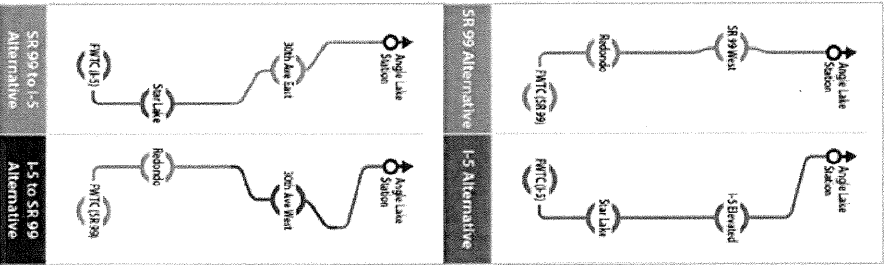
City Specific Impacts



City's Commercially Zoned Land Acquired I-5 to SR 99 Alternative



Percentage of City's Commercially Zoned Land to be acquired by FWLE

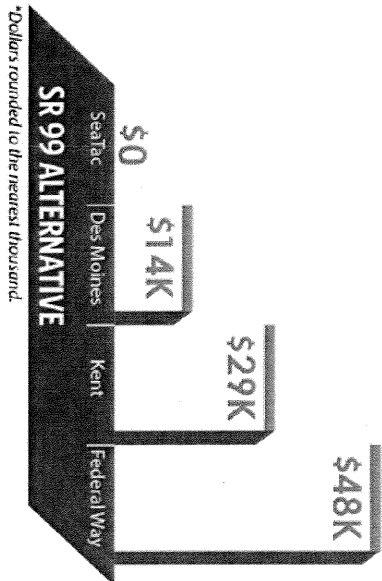
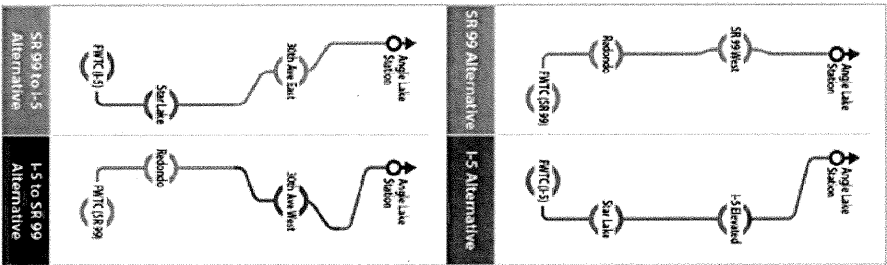


Initial Property Tax Impact

SR 99 Alternative



Initial Property Tax Impact



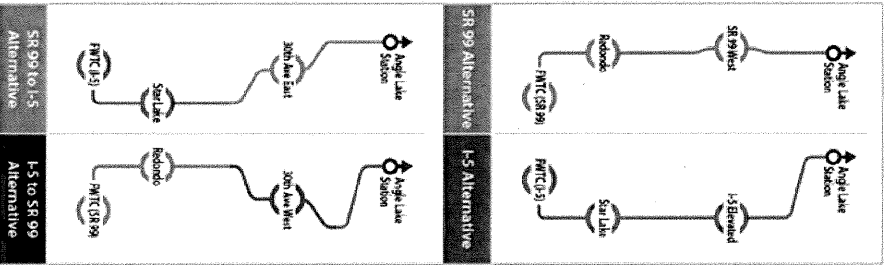
*Dollars rounded to the nearest thousand.

City Specific Impacts

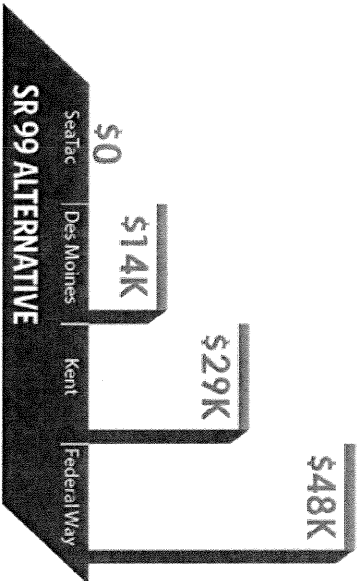
Initial Property Tax Impact I-5 Alternative



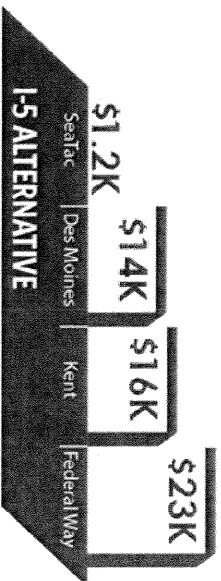
Initial Property Tax Impact



City Specific Impacts



*Dollars rounded to the nearest thousand.



*Dollars rounded to the nearest thousand.

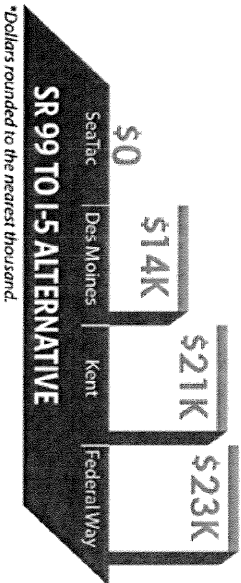
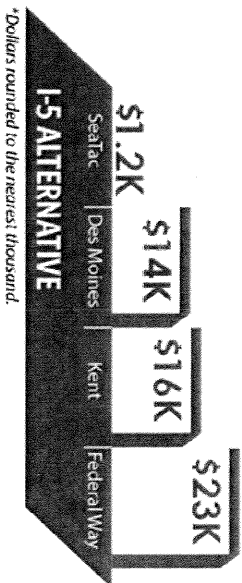
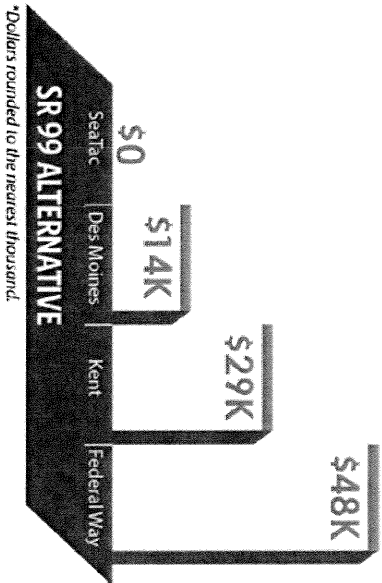
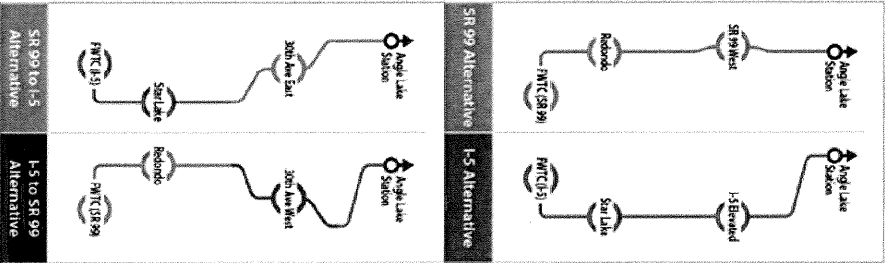
Initial Property Tax Impact

SR 99 to I-5 Alternative



Initial Property Tax Impact

City Specific Impacts



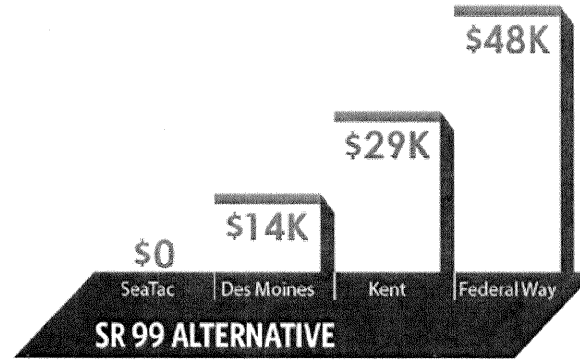
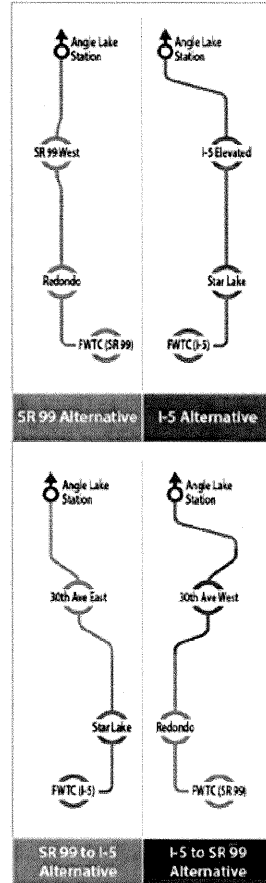
Federal Way Link Extension

Draft EIS Summary

Initial Property Tax Impact I-5 to SR 99 Alternative



Initial Property Tax Impact

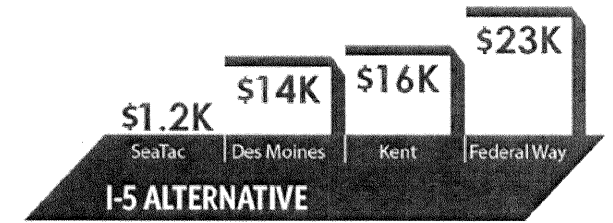


*Dollars rounded to the nearest thousand.

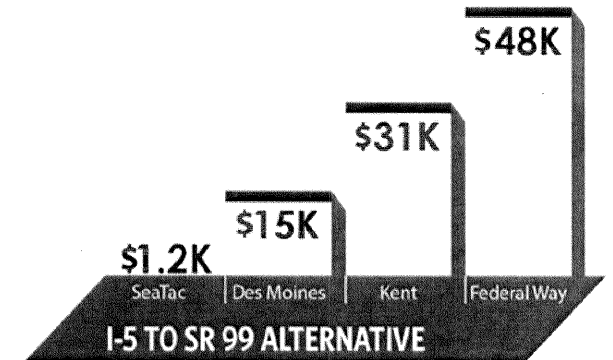


*Dollars rounded to the nearest thousand.

City Specific Impacts



*Dollars rounded to the nearest thousand.



*Dollars rounded to the nearest thousand.

5. PRESENTATIONS – COUNCIL DIRECTION:

- **Review of draft Angle Lake District Station Area Plan** (*total time: 30 minutes / presentation time: 15 minutes*)

By: Community & Economic Development Director Joseph Scorcio / Planning Manager Steve Pilcher / Senior Planner Kate Kaehny

PRESENTATIONS – INFORMATION ONLY:

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

By: Police Chief Lisa Mulligan

RCM PRESENTATIONS:

- **Council consideration and confirmation of Mayoral re-appointments of Jean Blackburn, Virginia Olsen, and Matthew York, and the appointment of Yolanda Gonzalez as members and the appointment of Clyde “Fuzz” Hill as an alternate member of the Community Building Committee** (*total time: 5 minutes*)

By: Mayor Mia Gregerson

- **Introduction of New King County Library System Director and Library System Cluster Manager** (*total time: 10 minutes*)

By: King County Library System Director Gary Wasdin / King County Library System Cluster Manager Angelina Benedetti

- **Crisis Clinic** (*total time: 5 minutes*)

By: 211 Director Susan Gemmel



MEMORANDUM

Date: April 24, 2015
To: City of SeaTac Mayor and Council
From: Kristina Gregg, City Clerk *RA*
Subject: Consideration and Confirmation of Appointments

Please be advised that the Mayor has selected the following individuals who she feels are best qualified to serve as members of the Community Building Committee. These appointments are being presented at the April 28, 2015 Regular Council Meeting for your consideration and confirmation.

Appointments:

Community Building Committee:

- Yolanda Gonzalez to serve a term expiring April 23, 2017
- Clyde "Fuzz" Hill to serve as an alternate member

Re Appointments:

- Jean Blackburn to serve a term expiring April 23, 2017
- Virginie L. Olsen to serve a term expiring April 23, 2017
- Matthew York to serve a term expiring April 23, 2017

Attachment: Applications

Cc: Assistant City Manager Gwen Voelpel



**City of SeaTac
Community Building Committee
Application for Appointment**

CITY OF SEATAC
RECEIVED

FEB 17

4:41 pm

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

Name: Clyde 'Fuzz' Hill E-Mail: fuzz.hill@gmail.com

Home Address: 19449 Military Road So SeaTac WA 98188
Street City State Zip Code

Home Phone: 206.241.8272 Business Phone: 425.383.4047

Current Occupation: IT- Principle Analyst Employer: T-Mobile, US

Are you a SeaTac resident? Yes No

Do you own a business in SeaTac? Yes No

If yes, provide name and address of business: N/A

Do you work in SeaTac? Yes No

If yes, provide name and address of business: N/A

Do you volunteer in SeaTac? Yes No

If yes, detail your service: Angle Lake Shore Club Board - Public Relations Dir.

Attach additional pages if needed to answer the questions below:

1. Why do you wish to serve on the Community Building Committee? I would like to participate in farming programs that benefit the well being & health of our residents, improve quality of life, & pride of community.

2. What does the word "community" mean to you? A cohesive existance of a group of people coexisting respecting individual background & Experiences, working toward common goals.

3. What other ways are you connected to our community at large and sub-sets within our community? Volunteer with St. Francis of Assisi Seahurst, Web Content Mnggr. Operate the ALSC Blog & Founded the Angle Lake Nextdoor.com & Facebook pages.

4. What other experiences and qualifications would you bring to the Community Building Committee? Organization, Project Management, analytics, research, content management & records archiving, financial & business aptitude.

Are you available for daytime meetings? Yes No Evenings? Yes No

***Be advised, if you are selected for this 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.**

Signature: [Signature] Date: 2/17/2015

Please return form to: City of SeaTac, City Clerk's Office, 4800 South 188th Street, SeaTac, WA 98188-8605

Date Interviewed: 4/13/15 Date Appointed: _____ Background Check: Passed Failed

4/21/15
Revised 09/26/12



**City of SeaTac
Community Building Committee
Application for Appointment**

CITY OF SEATAC
RECEIVED

FEB 25 2015

TIME: _____
CITY CLERK'S OFFICE

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

Name: Blanda A Gonzalez E-Mail: didiflorez1981@gmail.com

Home Address: 3767^S 170th st Seatac WA 98188
Street City State Zip Code

Home Phone: 253-486-7686 Business Phone: _____

Current Occupation: Cashier Employer: Saar's

Are you a SeaTac resident? Yes No

Do you own a business in SeaTac? Yes No

If yes, provide name and address of business: _____

Do you work in SeaTac? Yes No

If yes, provide name and address of business: _____

Do you volunteer in SeaTac? Yes No

If yes, detail your service: _____

Attach additional pages if needed to answer the questions below:

1. Why do you wish to serve on the Community Building Committee? to help my community and learn from others. To better my community

2. What does the word "community" mean to you? togetherness, safety

3. What other ways are you connected to our community at large and sub-sets within our community?
At my current job (customer service) I get to know a lot of people from different countries and I interact with them learn their ways, help them when they need it.

4. What other experiences and qualifications would you bring to the Community Building Committee?
Im bilingual, I can help to get the hispanic community more involve. Help people learn from what I know.

Are you available for daytime meetings? Yes No Evenings? Yes No

***Be advised, if you are selected for this 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.**

Signature: Blanda A Gonzalez Date: 2-1-2015

Please return form to: City of SeaTac, City Clerk's Office, 4800 South 188th Street, SeaTac, WA 98188-8605

Date Interviewed: 4/9/15 Date Appointed: _____ Background Check: Passed Failed

4/21/15
Revised 09/26/12



**City of SeaTac
Community Building Committee
Application for Appointment**

CITY OF SEATAC
RECEIVED
FEB 20 2015
TIME: 12:32 PM
CITY CLERK'S OFFICE

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

Name: Virginia L. Olsen E-Mail: virginia.ols@comcast.net

Home Address: 3815 So. 179th St. Seatac WA 98188
Street City State Zip Code

Home Phone: 206-243-7218 Business Phone: —

Current Occupation: Retired Employer: —

Are you a SeaTac resident? Yes No

Do you own a business in SeaTac? Yes No

If yes, provide name and address of business: _____

Do you work in SeaTac? Yes No

If yes, provide name and address of business: _____

Do you volunteer in SeaTac? Yes No

If yes, detail your service: BACKPACK program - Food area & interview parents inline.
Angle Lake Comm Services, "Get out Vote" phoning, neighborhood night out.

Attach additional pages if needed to answer the questions below: See attached

1. Why do you wish to serve on the Community Building Committee? _____

2. What does the word "community" mean to you? _____

3. What other ways are you connected to our community at large and sub-sets within our community? _____

4. What other experiences and qualifications would you bring to the Community Building Committee? _____

Are you available for daytime meetings? Yes No Evenings? Yes No

***Be advised, if you are selected for this 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.**

Signature: Virginia L. Olsen Date: Feb. 23, 2015

Please return form to: City of SeaTac, City Clerk's Office, 4800 South 188th Street, SeaTac, WA 98188-8605

Date Interviewed: 1-7/13 Date Appointed: _____ Background Check: Passed Failed

3/8/13
Revised 09/26/12

Community Building Community

I will be forever grateful that I have had the opportunity to be on the Community Building Committee. During my 53 years living here, I have raised 4 children in the Highline School District (all college graduates and successful in their work and lives). I voted for incorporation of SeaTac and watched the progress through the years. I especially appreciate fire and police safety. The last some years have seen drastic changes in our population and I want to help build our community by being positive and working for the good of all. I am enjoying and learning from contacts and communication with our immigrant citizens. SeaTac is truly an international city. I would like to continue to try to have ideas that our city council can implement and make everyone proud of our little city with a huge airport in the center. I personally, am already proud of our city of SeaTac.

Community to me is, all of us who live in SeaTac and surrounding towns who are trying to create good lives for ourselves. The living, working and playing together of people, young and old, of different cultural, ethnic, political or religious backgrounds is difficult, but there are many community projects and programs, hopefully making life a little better for everyone.

Since I worked in Des Moines as office manager for DM Physical Therapy for 11 years I have many connections there. I work with the Des Moines senior program planning van trips to gardens (since gardening is one of my favorite activities). I have gone on trips with SeaTac seniors and talked with Kathleen (director) about their programs. I participate in all the city and light rail community meetings. I try to go to all the council meetings.

I would like to continue to work with the community gardens idea with Parks and Rec through the CBC. I have learned through my interviews with the parents and children at the Back Pack program and talking to many people that everyone is interested in food. Through growing food and nutrition and cooking classes community can be built for all. Since I am a senior, with limited physical strength I understand some of the problems of senior citizens. Also, I worked at Wesley Homes Health Center. I would like to (and will) continue to work at getting the SeaTac Seniors to broaden all of their programs to be more inclusive. I have many good stories to tell them about their/our city and the immigrant population, one on one at lunch or riding in the van on a trip to somewhere.



City of SeaTac
Community Building Committee
Application for Appointment

CITY OF SEATAC RECEIVED

FEB 27 2015

TIME: 3:01 pm
CITY CLERK'S OFFICE

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

Name: Matthew York E-Mail:

Home Address: 3227 S. 161st Street SeatAC WA 98188
Street City State Zip Code

Home Phone: 206-285-8928 Business Phone: 206-733-9594

Current Occupation: Attorney Employer: City of SeaTac

Are you a SeaTac resident? Yes [X] No

Do you own a business in SeaTac? Yes No [X]

If yes, provide name and address of business:

Do you work in SeaTac? Yes No [X]

If yes, provide name and address of business:

Do you volunteer in SeaTac? Yes [X] No

If yes, detail your service: Kinaxis club has done some work in SeaTac

Attach additional pages if needed to answer the questions below:

1. Why do you wish to serve on the Community Building Committee? To continue in the progress we have made so far

2. What does the word "community" mean to you? A group of people living in close proximity, working together to build a better life for all.

3. What other ways are you connected to our community at large and sub-sets within our community? I live here and shop here. my son's first residence is in SeaTac and I am invested in making it better.

4. What other experiences and qualifications would you bring to the Community Building Committee? I have served for 2 years and was elected chair. I have municipal law experience as well as experience navigating bureaucracy.

Are you available for daytime meetings? Yes No [X] Evenings? Yes [X] No

*Be advised, if you are selected for this 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.

Signature: [Signature] Date: 2-27-15

Please return form to: City of SeaTac, City Clerk's Office, 4800 South 188th Street, SeaTac, WA 98188-8605

Date Interviewed: 1/21/13 Date Appointed: Background Check: [X] Passed Failed

3/8/13
Revised 09/26/12



**City of SeaTac
Community Building Committee
Application for Appointment**

CITY OF SEATAC
RECEIVED

FEB 25 2015

TIME: _____
CITY CLERK'S OFFICE

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

Name: Jean Blackburn E-Mail: blackburn885 msn.com

Home Address: 1061 SW 149th St Burien WA 98166
Street City State Zip Code

Home Phone: 206 794-1568 Business Phone: -

Current Occupation: Homeless Liaison Employer: Highline Public Schools

Are you a SeaTac resident? Yes No

Do you own a business in SeaTac? Yes No

If yes, provide name and address of business: _____

Do you work in SeaTac? Yes No

If yes, provide name and address of business: _____

Do you volunteer in SeaTac? Yes No

If yes, detail your service: Member of Back To School Fair Coalition for 5 years.
Participated in Holiday of Hope, 2 years service on this committee.

Attach additional pages if needed to answer the questions below:

1. Why do you wish to serve on the Community Building Committee? I would like to continue our work in learning about the community, its residents needs, and to further discuss effective community building strategies. I would like to further explore best practices in other cities, and identify community leaders.

2. What does the word "community" mean to you? Community is more than residents living in neighborhoods. Community occurs when people hold similar values, value their city and strive to improve. If values and goals are diverse, community occurs when there is an effort to understand each other.

3. What other ways are you connected to our community at large and sub-sets within our community? I attend Human Services Provider Meetings, with SeaTac + Tukwila Providers, attend City Council meetings, represent Highline schools, advocate for homeless families in SeaTac and district

4. What other experiences and qualifications would you bring to the Community Building Committee? I have demonstrated leadership skills, able to analyze information, I have knowledge of big systems (schools, DSHS, King Co. Housing) Community Building depends on building relationships and I excel at this skill.

Are you available for daytime meetings? Yes No Evenings? Yes No

***Be advised, if you are selected for this 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.

Signature: Jean Blackburn Date: 2-25-15

Please return form to: City of SeaTac, City Clerk's Office, 4800 South 188th Street, SeaTac, WA 98188-8605

Date Interviewed: 1/16/13 Date Appointed: _____ Background Check: Passed Failed

3/8/13
Revised 09/26/12

**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: April 29, 2015

Travel Pre-Approval Requests:

NLC Congress of Cities
Nashville, TN Nov 4-7 2015
Four Councilmembers budgeted at \$2,310 each

Name: Tony Anderson	Travel Consent Approval Date: 4.29.15	Travel Consent Approval Date:	Consent Approval Date:	Consent Approval Date:
Lodging				
Meals				
Transportation				
Registration				
Total	\$2,310			

Name: Mia Gregerson	Travel Consent Approval Date: 4.29.15	Travel Consent Approval Date:	Consent Approval Date:	Consent Approval Date:
Lodging				
Meals				
Transportation				
Registration				
Total	\$2,310			

Expense Approval:

NLC Summer Leadership and Policy Committee Meetings
June 9 – Jun 12
Salt Lake City, UT
Budgeted: 2 at \$1,630 each

Name: Mia Gregerson Vice-Chair Human Development Committee	Travel Consent Approval Date: 4.14.15	Travel Consent Approval Date:4.29.15	Consent Approval Date:	Consent Approval Date:
Lodging				
Meals				
Transportation		248.20		
Registration				
Total	\$1,630	248.20		


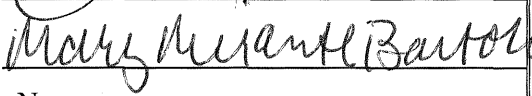
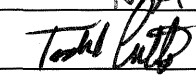
Name: Tony Anderson Vice-Chair Public Safety & Crime Prevention Committee	Travel Consent Approval Date: 4.14.15	Travel Consent Approval Date:4.29.15	Consent Approval Date:	Consent Approval Date:
Lodging				
Meals				
Transportation		248.20		
Registration				
Total	\$1,630	248.20		

REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks and Recreation

Agenda Bill #: 3682

TITLE: A Motion authorizing staff to apply for the 2016 Community Development Block Grant for design and construction of a neighborhood park at the Riverton Heights site.

<i>March 25, 2015</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>RCM 04/28/15</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 04/14/15</u>
Prepared By:	<u>Lawrence Ellis, Assistant Parks and Recreation Director</u> (LE)
Director:	<u></u>
City Attorney:	<u></u>
Finance:	<u>N/A</u>
BARS #:	<u>None</u>
City Manager:	<u></u>
Applicable Fund Name:	<u>None</u>

MY
CA

SUMMARY: This Motion authorizes staff to apply for the 2016 Community Development Block Grant (CDBG) to design and construct a neighborhood park at the Riverton Heights site. The City's application will request approximately \$325,000 for this project.

DISCUSSION / ANALYSIS / ISSUES: The proposed project will design and construct a neighborhood park within the 8 acre parcel of land at the Riverton Heights site (the area of the park would be 3 acres). In 2007, the City purchased the Riverton Heights Elementary School site from the Highline School District and the community adopted the site as an informal park. After acquiring the site, the City cleared the buildings and completed the necessary environmental cleanup.

Over six months and three community meetings, members of the community developed a vision that would be an amenity for the whole community and a space that serves its immediate neighbors. The creation of a neighborhood park would accommodate multiple activities and provide a combination between active and passive uses. Some of the amenities that were presented at the community meetings will be identified in the grant application. The scope of work will focus on a children's play area, basketball court, shelters, art gateways at entry points of the park, installation of a irrigation, benches and pathways.

The past seven years the Parks and Recreation Department has been very successful in securing funds with King County Community Development Block Grant program to design and construct a neighborhood park and a skate park (both at SeaTac Community Center), expand the Valley Ridge Community Center to accommodate the teen program and to renovate Sunset soccer field. We applied for this grant in 2014 for the same project but the application was pulled by the City because HUD guidelines prohibit any construction being performed during the application review process. The City had already contracted T.F. Sahli to remove asphalt during this period.

The design and construction of the proposed project is not budgeted and this portion of the project will not proceed without CDBG grant funding. The estimated cost for design and construction is undetermined at this time. If the grant funding is approved, the City Council will be asked to formally accept the grant and award contracts for design and construction of the project.

To meet all grant requirements, a pre-application has been submitted (due April 2, 2015) and the formal grant application deadline is May 29, 2015. Approval of this Motion is required for the City to formally apply for this grant funding. If this Motion to apply is not approved, staff will withdraw the pre-application.

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

FISCAL IMPACT: Applying for this grant has no fiscal impact. This is not a matching grant and this portion of this project will not move forward without this grant.

ALTERNATIVE(S): Do not carry this Motion. This would discontinue the City's application for the grant funding.

ATTACHMENTS: None.

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3676

TITLE: A Motion authorizing the City Manager to execute a construction contract and authorizing expenditures for the 24th Avenue South Overlay Project.

April 3, 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:	RCM 04/28/2015
Ord/Res Exhibits:	
Review Dates:	CSS 04/14/2015
Prepared By:	Toli Khlevnoy, Civil Engineer 2
Director:	<i>[Signature]</i> City Attorney: <i>Mary Mirante Bartolo</i>
Finance:	BARS #: 102.000.11.595.30.63.205 403.000.11.595.40.63.205
City Manager:	Applicable Fund Name: Street Fund (102), SWM Fund (403)

377
eo

SUMMARY: This Motion awards the 24th Avenue South Overlay Project construction contract to Puget Paving and Construction, Inc. and authorizes construction related expenditures.

DISCUSSION / ANALYSIS / ISSUES: The 24th Avenue South Overlay Project limits are between South 154th Street and South 142nd Street. The project involves repairing, paving and channelizing approximately 0.70 miles of roadway. Also, approximately 2,100 feet of storm drainage infrastructure will be replaced due to its current structural condition and life expectancy. Restoration from the storm drainage work will require replacing 0.30 miles of concrete curb, gutter, and sidewalk.

The 24th Avenue South Overlay Project was advertised for bids on March 11th with six bids were submitted and opened on March 27th. Puget Paving and Construction, Inc. was the apparent low bidder with a bid 5% below the Engineer's Estimate and has previous experience working with the City.

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

FISCAL IMPACT: The total construction cost is estimated to be \$1,164,257.95. The project is funded by the City 102 Street Fund and 403 SWM Fund. The current balance for this project's budget is \$960,000.00 from the 102 Street Fund and \$275,000.00 from the 403 SWM Fund.

Expenditure Authorization

Construction Contract	\$ 1,040,234.50
Contingency (10%)	\$ 104,023.45
Materials Testing (King County)	\$ 15,000.00
Inspection Overtime	<u>\$ 10,000.00</u>
Total	\$ 1,169,257.95

Funding

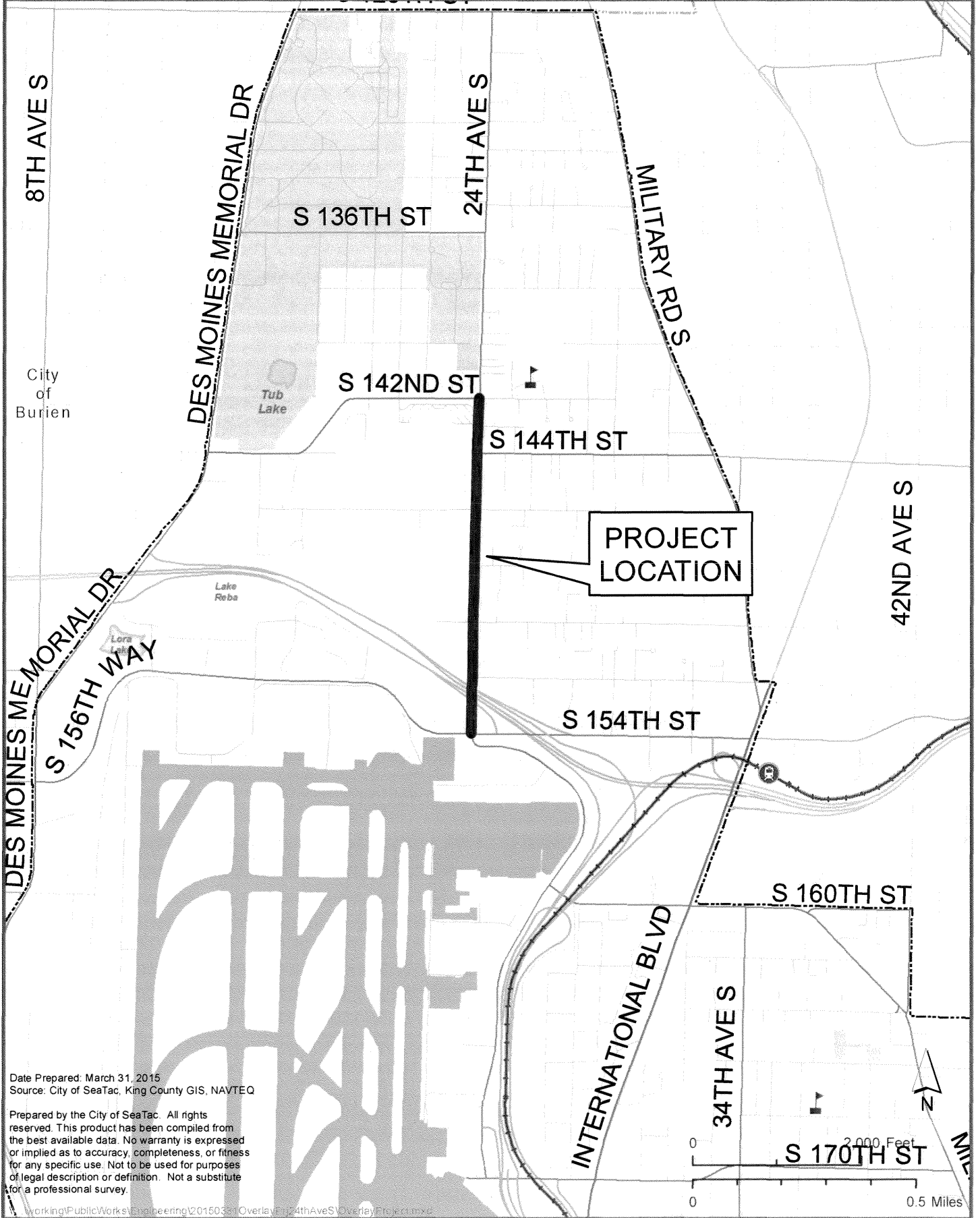
Street Fund 102	\$ 894,257.95
SWM Fund 403	<u>\$ 275,000.00</u>
Total	\$ 1,169,257.95

ALTERNATIVE(S): 1) Council may reject all bids and direct rebidding of the project; however, it would be highly unlikely that rebidding the project would result in a lower bid; 2) Council may direct staff to eliminate or delay the project. Delaying the project may lead to cost increases due to construction materials price escalation and inflation.

ATTACHMENTS: 1) Vicinity Map; 2) Bid Results

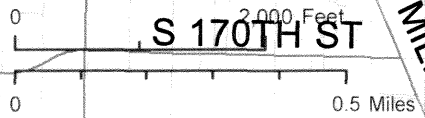
24TH AVENUE SOUTH OVERLAY PROJECT VICINITY MAP

City of SeaTac



Date Prepared: March 31, 2015
Source: City of SeaTac, King County GIS, NAVTEQ

Prepared by the City of SeaTac. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.



**CITY OF SEATAC
CALL FOR BIDS TABULATION**

CALL FOR BIDS on: 24th Ave S. Overlay Project (Project NO. ST-884)

Department/Contact: PW-Engineering

Ad Date/ Publication: 03/11/15 and 03/18/15 – Seattle Times

03/11/15 and 03/18/15 – Daily Journal of Commerce

Pre-Submittal Consultant Conference:

Submission Deadline: 03/27/15 10:00 AM

Submission to Council:

Bid Opening: 03/27/15 10:15 AM

Personal Interviews:

Bid Award Date:

Estimate: \$1,095,229.00

BIDS RECEIVED FROM:

Name/Address/Phone/FAX	Date/Time Method	Tabulation
Puget Paving & Construction Inc 10817 26 th Ave S Lakewood, WA 98499	3/27/2015 9:22 AM Hand Delivered	Addendum 1: <u> X </u> Addendum 2: <u> X </u> Bond: <u> X </u> Non Collusion- <u> X </u> Total: <u>\$1,040,234.50</u>
Icon Materials 1508 Valentine Ave SE Pacific, WA 98047	3/27/2015 9:22 AM Hand Delivered	Addendum 1: <u> X </u> Addendum 2: <u> X </u> Bond: <u> X </u> Non Collusion- <u> X </u> Total: <u>\$1,165,404.00</u>
Tucci & Sons Inc 4224 Waller Road Tacoma, WA 98443	3/27/2015 9:34 AM Hand Delivered	Addendum 1: <u> X </u> Addendum 2: <u> X </u> Bond: <u> X </u> Non Collusion- <u> X </u> Total: <u>\$1,143,845.00</u>

Name/Address/Phone/FAX	Date/Time Method	Tabulation
Lakeridge Paving Company LLC PO Box 8500 Covington, WA 98042 (253) 631-8290 (P)	3/27/2015 9:47 AM Hand Delivered	Addendum 1: <input checked="" type="checkbox"/> __ Addendum 2: <input checked="" type="checkbox"/> __ Bond: <input checked="" type="checkbox"/> __ Non Collusion- <input checked="" type="checkbox"/> __ Total: <u>\$1,086,786.00</u>
DPK Inc 7829 S. 206 th Street Kent, WA 98032 (253) 872-7916 (P) (253) 872-5112 (F)	3/27/2015 9:50 AM Hand Delivered	Addendum 1: <input checked="" type="checkbox"/> __ Addendum 2: <input checked="" type="checkbox"/> __ Bond: <input checked="" type="checkbox"/> __ Non Collusion- <input checked="" type="checkbox"/> __ Total: <u>\$1,206,241.00</u>
Miles Resources, LLC 400 Valley Ave NE Puyallup, WA 98372 (253) 383-3585 (P)	3/27/2015 9:56 AM Hand Delivered	Addendum 1: <input checked="" type="checkbox"/> __ Addendum 2: <input checked="" type="checkbox"/> __ Bond: <input checked="" type="checkbox"/> __ Non Collusion- <input checked="" type="checkbox"/> __ Total: <u>\$1,049,190.00</u>

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks

Agenda Bill #: 3686

TITLE: A Motion to approve the lease for Key Insurance, LLC for space on the second floor of City Hall.

<i>April 24, 2015</i>	
___ Ordinance ___ Resolution <u>X</u> Motion ___ Info. Only ___ Other	
Date Council Action Requested:	<u>RCM 04/28/15</u>
Ord/Res Exhibits:	_____
Review Dates:	<u>CSS 04/14/15</u>
Prepared By:	<u>Pat Patterson, Facilities Manager</u>
Director:	<u><i>Kus [Signature]</i></u>
City Attorney:	<u><i>Mark [Signature], for Best City Atty</i></u>
Finance:	<u><i>BGR for A Antun</i></u>
BARS #:	<u>109,362.50.00.000</u>
City Manager:	<u><i>Tal [Signature]</i></u>
Applicable Fund Name:	<u>Building Maintenance Fund</u>

SUMMARY: This Motion allows the City Manager to enter into a lease agreement with Key Insurance, LLC for space on the second floor of City Hall.

DISCUSSION / ANALYSIS / ISSUES:

Key Insurance is interested in leasing the entire remaining 2649 square feet of space available in City Hall. Key Insurance brokers several types of insurance such as commercial, personal, bonds, and employee benefits.

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

FISCAL IMPACT: The lease term for Key Insurance is three years starting out at \$3,973.50 per month the first year and escalating \$.35 per square foot each year thereafter. For the three year term it will generate \$145,816.54. The cost of tenant improvements is estimated to be \$18,350. The commission due Andover is \$5,832.66. The amount paid in lease hold excise tax will be \$18,722.84. Utilities and custodial care is estimated to be \$36,463. The net amount over the term of the lease is estimated to be \$66,448.

ALTERNATIVE(S): Do not rent the remaining space to Key Insurance.

ATTACHMENT(S): 1) Proposed lease agreement.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 1 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 5th day of April, 2015, between City of SeaTac ("Landlord"), and Key Insurance, LLC, A Washington State LLC ("Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. **Leased Premises.** The leased commercial real estate i) consists of an agreed area of 2649 rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as Suite 230 - 4800 S. 188th Street, SeaTac, WA (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises; the land beneath the Premises; the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of N/A rentable square feet.

b. **Lease Commencement Date.** The term of this Lease shall be for a period of 36 months and shall commence on June 1, 2015 or such earlier or later date as provided in Section 3 (the "Commencement Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).

c. **Lease Termination Date.** The term of this Lease shall expire at midnight on May 31, 2018 or such earlier or later date as provided in Section 3 (the "Termination Date").

d. **Base Rent.** The base monthly rent shall be (check one): \$_____, or according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.

e. **Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$3,973.50 as prepaid rent, to be applied to the Rent due for months 1 through 1 of the Lease.

f. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$3,973.50 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): cash, or letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto.

g. **Permitted Use.** The Premises shall be used only for Insurance Offices and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

h. **Notice and Payment Addresses.**

Landlord: City of SeaTac
4800 South 188th Street
City of SeaTac, WA 98101
Fax No.: _____
Email: _____



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 2 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

Tenant: Key Insurance, LLC, a Washington State LLC
4800 South 188th Street, Suite 230
City of SeaTac, WA 98101
Fax No.: _____
Email: manjit@keyinsure.net

2. PREMISES.

a. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C (the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. **Tenant Improvements.** Attached Exhibit C sets forth all of Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

3. TERM. The term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than _____ days (thirty (30) days if not filled in) following the date of such notice.

a. **Early Possession.** If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

b. **Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 3 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same. If Landlord does not deliver possession of the Premises to Tenant within _____ days (sixty (60) days if not filled in) after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving notice to Landlord within ten (10) days after such time period ends. If Tenant gives notice of cancellation, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

4. RENT.

a. Payment of Rent. Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): the Commencement Date, or _____ (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent") (collectively, "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. Late Charges; Default Interest. If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. Less Than Full Payment. Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 4 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

5. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required by Section 12 of this Lease.

6. USES. The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or to injure or annoy such persons.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that as of the Commencement Date, to Landlord's knowledge but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.

8. UTILITIES AND SERVICES. Landlord shall provide the Premises the following services: water and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and heating, ventilation and air conditioning from 8:00 a.m. to 5:00 p.m. Monday through Friday; 8:00 a.m. to 5:00 p.m. on Saturday; and 8:00 a.m. to 5:00 p.m. on Sunday, and Landlord shall also provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays. Heating, ventilation and air conditioning services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as Additional Rent. If water and electricity services are not separately metered to the Premises, Tenant shall pay its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square feet of the Premises bears to the total rentable square feet served by the joint meters. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility charges which are above



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 5 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.

Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord as described above. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

9. TAXES. Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all Taxes with respect to the Building and the Property, including any Taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise.

10. COMMON AREAS.

a. Definition. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general, non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

c. Maintenance of Common Areas. Landlord shall maintain the Common Areas in good order, condition and repair. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 6 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

11. ALTERATIONS. Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the names of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as to not unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 19) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

12. REPAIRS AND MAINTENANCE; SURRENDER. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, including all HVAC components and other utilities and systems to the extent exclusively serving the Premises. Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

13. ACCESS AND RIGHT OF ENTRY. After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 7 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

(180) days prior to the expiration or sooner termination of the Lease term, and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

14. SIGNAGE. Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

15. DESTRUCTION OR CONDEMNATION.

a. Damage and Repair. If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 8 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

b. Condemnation. If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

16. INSURANCE.

a. Tenant's Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

b. Tenant's Property Insurance. During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 9 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

c. **Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the state in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. **Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

e. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

17. INDEMNIFICATION.

a. **Indemnification by Tenant.** Except for sole negligence by the Landlord, Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful acts arising out of the Tenant's use of the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

b. **Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 10 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

c. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, other licensees or invitees, or any other person in or about the Premises or the Property.

d. Survival. The provisions of this Section shall survive expiration or termination of this Lease.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement and documents.

19. LIENS. Tenant shall not subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

20. DEFAULT. The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

a. Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

b. Vacation/Abandonment. Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 11 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

- c. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.
- d. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.
- e. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.
- f. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

21. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 12 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" are defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs of securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term or any extension thereof.

d. Nonpayment of Additional Rent. All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. Failure to Remove Property. If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 13 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

22. MORTGAGE SUBORDINATION AND ATTORNMENT. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request, execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

23. NON-WAIVER. Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

24. HOLDOVER. If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return the Premises to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

25. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by notice delivered in conformance with this Section.

26. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

27. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 14 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

28. TRANSFER OF LANDLORD'S INTEREST. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

29. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

30. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

31. HAZARDOUS MATERIAL. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 15 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Material on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises and the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section shall survive expiration or termination of this Lease.

32. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

33. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

34. GENERAL.

a. Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. Brokers' Fees. Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 36 of this Lease), it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 16 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

Tenant that except for Landlord's Broker, if any, described and disclosed in Section 36, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. Memorandum of Lease. Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. Submission of Lease Form Not an Offer. One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

35. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:



The Andover Company, Inc.
 415 Baker Boulevard, Suite 200
 Tukwila, WA 98188
 Phone: (206) 244-0770
 Fax: (206) 246-9229

© Commercial Brokers
 Association 2011
 ALL RIGHTS RESERVED
 CBA Form GR-LS
 Multi-Tenant Gross Lease
 Rev. 1/2011
 Page 17 of 24



LEASE AGREEMENT
 (Multi Tenant Gross Lease)

- Exhibit A: Floor Plan/Outline of the Premises
- Exhibit B: Legal Description of the Property
- Exhibit C: Tenant Improvement Schedule

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- Rent Rider
- Arbitration Rider
- Letter of Credit Rider
- Guaranty of Tenant's Lease Obligations Rider
- Parking Rider
- Option to Extend Rider
- Rules and Regulations

36. AGENCY DISCLOSURE. At the signing of this Lease, Landlord is represented by The Andover Company - Michael L. Ewing (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker");

and Tenant is represented by The Andover Company - Michael L. Ewing (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents, Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on an attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

37. COMMISSION AGREEMENT. If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

- \$ _____
- 4% of the gross rent payable pursuant to the Lease
- \$ _____ per square foot of the Premises
- Other _____



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 18 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated as provided above or as follows 4% of gross rent payable pursuant to Lease (if no box is checked, as provided above). Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon any expansion of the Premises pursuant to any right reserved to Tenant under the Lease, calculated as provided above or as follows _____ (if no box is checked, as provided above).

Any commission shall be earned upon execution of this Lease, and paid one-half upon execution of the Lease and one-half upon occupancy of the Premises by Tenant. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$_____ or _____% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord shall shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

38. BROKER PROVISIONS.

LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES, THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD'S OR TENANT'S FINANCIAL STANDING, ZONING, COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS, SERVICE OR CAPACITY OF UTILITIES, OPERATING COSTS, OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 19 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD:

TENANT:

LANDLORD:

TENANT:

BY:

BY:

ITS:

ITS:



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 20 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____
My appointment expires _____



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 21 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____
My appointment expires _____



The Andover Company, Inc.
 415 Baker Boulevard, Suite 200
 Tukwila, WA 98188
 Phone: (206) 244-0770
 Fax: (206) 246-9229

© Commercial Brokers
 Association 2011
 ALL RIGHTS RESERVED



CBA Form RR
 Rent Rider
 Rev. 1/2011
 Page 1 of 1

RENT RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
 New text inserted by licensee indicated by small capital letters.

This Rent Rider ("Rider") is a part of the lease agreement dated April 5, 2015 (the "Lease") between City of SeaTac ("Landlord") and Key Insurance, LLC, a Washington State LLC ("Tenant") concerning the space commonly known as _____ (the "Premises"), located at the property commonly known as Suite 230 - 4800 S 188th Street, SeaTac, WA Approx. 2649 SF. (the "Property").

- 1. BASE MONTHLY RENT SCHEDULE.** Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-12</u>	<u>\$3518.75/m plus 12.84% Excise Tax</u>
<u>Months 13-24</u>	<u>\$3589.89/m plus 12.84% Excise Tax</u>
<u>Months 25-36</u>	<u>\$3660.04/m plus 12.84% Excise Tax</u>
_____	\$ _____
_____	\$ _____

- 2. CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT.** The base monthly rent shall be increased on the first day of the second year of the Lease and on the first day of each year of the Lease thereafter (each, an "Adjustment Date") during the term of this Lease (but not during any extension term(s) unless specifically set forth elsewhere in the Lease or another Rider attached thereto). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical statistical area in which the Premises is located on the basis of 1982-1984 equals 100) (the "Index"). The base monthly rent payable immediately prior to the applicable adjustment date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in Rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased Rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date, or if the Index is discontinued during the Lease term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent be decreased pursuant to this Rider.

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
 LANDLORD _____ DATE _____ TENANT _____ DATE _____



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED

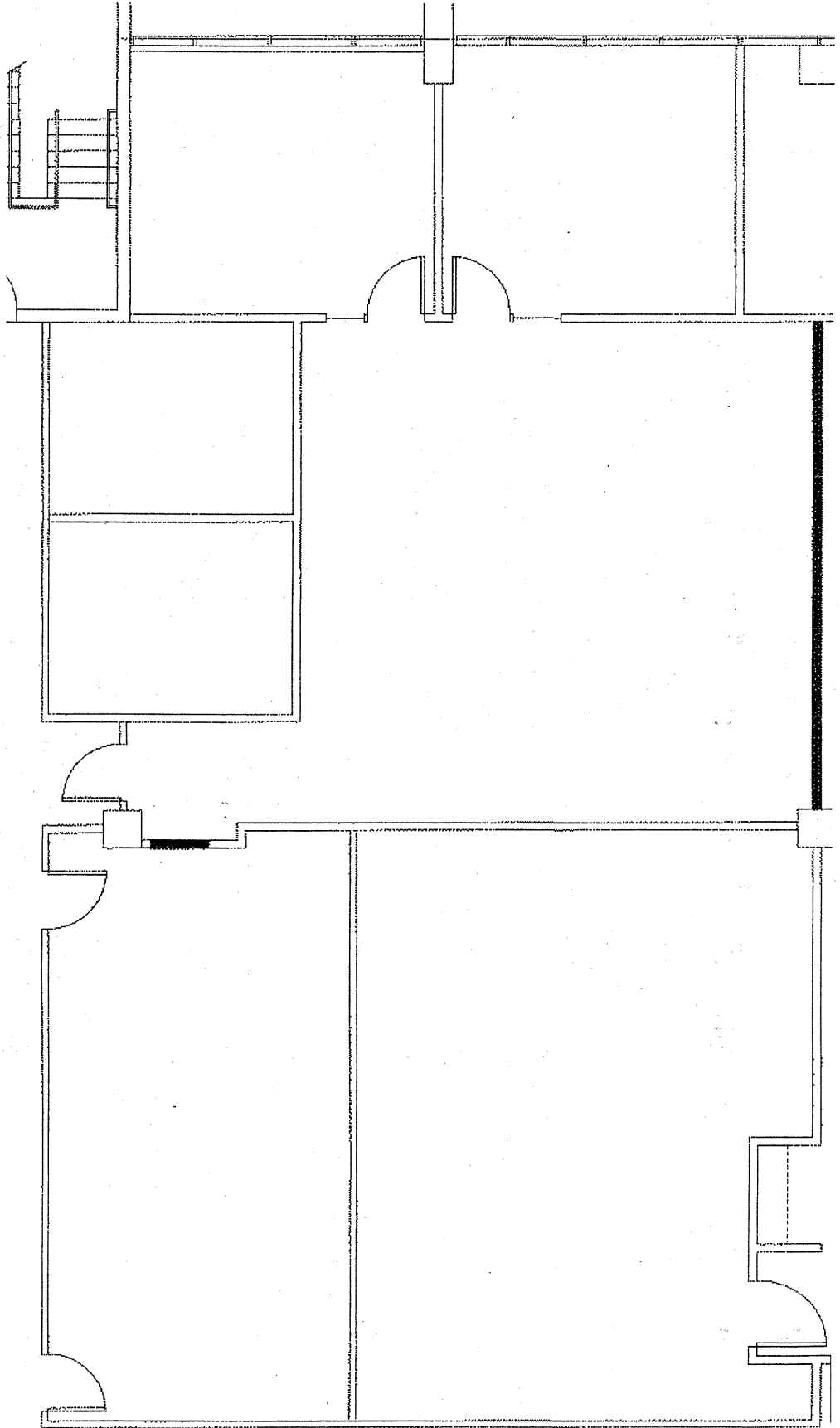


CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 22 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

EXHIBIT A

[Floor Plan/Outline of the Premises]





The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 23 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

EXHIBIT B

[Legal Description of the Property]

THIS EXHIBIT A (Legal Description) dated June 16, 1992, is attached to and made part of Lease for space in the IBM Building at Sea-Tac, executed concurrently herewith by SEKOTAC, INC., a Washington corporation, as Landlord, and Guardsmark, Inc. a Delaware corporation, as Tenant for the IBM Building. The legal description for the Land is:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SUBDIVISION WITH THE "C"-LINE SURVEY OF PRIMARY STATE HIGHWAY NO. 1, SOUTH 188TH INTERCHANGE;

OF 72.40 FEET;

THENCE SOUTH 2°04'00" WEST A DISTANCE OF 246.90 FEET TO A POINT DISTANT 90.0 FEET NORTHEASTERLY WHEN MEASURED RADially FROM THE "F"-LINE SURVEY OF SAID PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTHEASTERLY PARALLEL WITH SAID "F"-LINE ALONG THE ARC OF A CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 47° 18'40" WEST SAID CURVE HAVING A RADIUS OF 490.00 FEET THROUGH A CENTRAL ANGLE OF 17°45'20" A DISTANCE OF 131.85 FEET TO A POINT OF TANGENT OPPOSITE "F"-LINE STA. 54+44.96;

THENCE SOUTH 24°56'00" EAST CONTINUING PARALLEL WITH SAID "F"-LINE A DISTANCE OF 215.04 FEET TO A POINT OPPOSITE AND PERPENDICULAR TO "F"-LINE STA. 56+60;

THENCE NORTH 85°53'18" EAST A DISTANCE OF 73.72 FEET TO A POINT DISTANT 60.0 FEET NORTHWESTERLY WHEN MEASURED PARALLEL WITH AND PERPENDICULAR TO THE "MR"-LINE SURVEY OF SAID PRIMARY STATE HIGHWAY NO. 1 AT STA. 173+20.00;

THENCE NORTH 68° 10'00" EAST PARALLEL WITH SAID "MR"-LINE A DISTANCE OF 158.30 FEET TO A POINT OF CURVE OPPOSITE "MR"-LINE STA 174+78.30;

THENCE CONTINUING PARALLEL WITH SAID "MR"-LINE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 49°03'31" A DISTANCE OF 291.13 FEET TO A POINT OF COMPOUND CURVATURE OPPOSITE "MR"-LINE STA. 178+20.85;

THENCE CONTINUING ON A CURVE TO THE LEFT HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 0°03'10", AN ARC LENGTH OF 0.83 FEET TO A POINT DISTANT 85.00 FEET SOUTHERLY WHEN MEASURED PARALLEL WITH AND PERPENDICULAR TO SAID NORTH LINE OF SAID SUBDIVISION;

THENCE NORTH 87°56'00" WEST PARALLEL WITH SAID NORTH LINE A DISTANCE OF 229.02 FEET;

THENCE NORTH 73°25'37" WEST A DISTANCE OF 119.77 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 24 of 24

LEASE AGREEMENT
(Multi Tenant Gross Lease)

EXHIBIT C

[Tenant Improvement Schedule]

1. Tenant Improvements to be Completed by Landlord

Landlord is to provide two additional offices, additional door from Hallway to reception area, enclose kitchen area, dishwasher if reasonably possible, and other modifications as shown on floor plan Exhibit "A" attached.

2. Tenant Improvements to be Completed by Tenant



The Andover Company, Inc.
415 Baker Boulevard, Suite 200
Tukwila, WA 98188
Phone: (206) 244-0770
Fax: (206) 246-9229

© Commercial Brokers
Association 2011
ALL RIGHTS RESERVED



CBA Form LOR
Guaranty
Rev. 1/2011
Page 1 of 2

GUARANTY OF TENANT'S LEASE OBLIGATIONS RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Guaranty of Tenant's Lease Obligations Rider (the "Guaranty") is made by Manjit Singh, whose address is 5200 Southcenter Blvd., Suite 110, Tukwila, WA 98188 ("Guarantor"), for the benefit of City of SeaTac ("Landlord"), whose address is 4800 South 188th Street, City of SeaTac, WA 98101.

- 1. Underlying Lease. Landlord and Key Insurance, LLC, a Washington State LLC ("Tenant"), have entered into that certain Lease Agreement dated April 5, 2015 (the "Lease") concerning the leased space commonly known as ____ (the "Premises").
2. Guaranty. Guarantor induced Landlord to enter into the Lease in consideration for Guarantor's guaranty, and Guarantor further acknowledges that it receives direct financial and economic benefits because Tenant will lease the Premises. Therefore, Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord and its successors and assigns, without deduction by reason of set-off, defense or counterclaim, a) the full, punctual, and complete payment of all rent and other sums to be paid to Landlord under the Lease, including all attorney's fees, costs and expenses of collection incurred by Landlord in enforcing its rights and remedies under the Lease and this Guaranty; and b) the full, punctual, and complete discharge and performance of each and every other term, covenant, obligation and warranty of Tenant contained in the Lease. If Tenant defaults or breaches the Lease, Guarantor shall perform Tenant's obligations on Tenant's behalf. This Guaranty shall remain in full force and effect until all the terms, covenants, conditions, and agreements contained in the Lease are fully performed and observed. This Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on the part of Landlord against Tenant or any other party.
3. No Discharge of Guarantor. This Guaranty shall not be discharged and the liability of Guarantor shall in no way be affected by (a) the release or discharge of Tenant in any receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of any liability to Landlord of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease or resulting from the operation of any present or future provision of federal or state bankruptcy or insolvency laws or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any bankruptcy, insolvency, or similar proceeding; (d) the assignment, transfer, or encumbrance of all or any portion of the Tenant's interest in the Lease, the subletting of all or any portion of the Premises, or the granting to any third party of any rights of occupancy of all or any portion of the Premises; (e) waiver of discharge by Landlord of default or future performance by Tenant of any term of the Lease or Guaranty; (f) the exercise, forbearance, or election by Landlord of any of its rights or remedies reserved under the Lease, this Guaranty, or by law; (g) the release by Landlord of any security given to Landlord; or (h) any extension, renewal, amendment, expansion, or termination of the Lease.
4. Notice. Landlord shall have no obligation to notify Guarantor of any of the events described in Paragraph 3 of this Guaranty, and Guarantor waives any such notice and acknowledges specifically that such waiver includes notice of acceptance of this Guaranty, notice of any event of default under the Lease or this Guaranty, opportunity to cure any event of default under the Lease or this Guaranty, and proof of notice or demand to Tenant relating to any event of default. Guarantor hereby further waives any and all defenses, rights of subrogation, reimbursement, indemnification, contribution, and any other rights and defenses that are or may become available to it. Until all of the obligations of Tenant set forth in the Lease are fully performed and observed (including without limitation the payment of all rent and other sums required to be paid by Tenant to Landlord), Guarantor shall have no right of subrogation against Tenant by reason of any payments or acts of performance by

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
LANDLORD _____ DATE _____ TENANT _____ DATE _____



The Andover Company, Inc.
 415 Baker Boulevard, Suite 200
 Tukwila, WA 98188
 Phone: (206) 244-0770
 Fax: (206) 246-9229

© Commercial Brokers
 Association 2011
 ALL RIGHTS RESERVED



CBA Form LOR
 Guaranty
 Rev. 1/2011
 Page 2 of 2

GUARANTY OF TENANT'S LEASE OBLIGATIONS RIDER

Guarantor hereunder, and subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. **Attorneys' Fees.** If either party is required to employ an attorney to enforce or declare its rights hereunder, including in any appeal, bankruptcy or insolvency proceeding involving Tenant or any Guarantor, the prevailing party in any such action shall be entitled to recover its attorneys' fees and costs.

6. **Successors and Assigns.** The benefits of this Guaranty shall inure to the successors and assigns of Landlord and shall be binding upon Guarantor's successors, assigns, heirs, and legal and personal representatives.

 GUARANTOR DATE

 GUARANTOR DATE

 SPOUSE (if personal guaranty) DATE

 SPOUSE (if personal guaranty) DATE

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____

LANDLORD _____ DATE _____ TENANT _____ DATE _____

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: City Clerk and Facilities

Agenda Bill #: 3689

TITLE: An Ordinance amending the 2015-2016 Biennial City Budget to fund scanning of documents by the City Clerk.

April 7, 2015	
<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: <u>RCM 04/28/2015</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 04/14/2015</u>	
Prepared By: <u>Kristina Gregg, City Clerk</u>	
Director: <u>Kristina Gregg</u> ^{MMB}	City Attorney: <u>Mary Marlene Bartolo</u> ^{CV}
Finance: <u>[Signature]</u>	BARS #: <u>001 and 108 Funds</u>
City Manager: <u>[Signature]</u>	Applicable Fund Name: <u>General & Building Management</u>

SUMMARY: This Ordinance amends the 2015-2016 Biennial City Budget to fund scanning of documents by the City Clerk's Office. In order to provide the funding, the Ordinance transfers \$17,000 from the Building Management Fund (Fund #108) to the General Fund.

DISCUSSION / ANALYSIS / ISSUES: Currently, the City Clerk's Office stores paper records on the second floor of City Hall. Should the City Council authorize the lease of space on the second floor of City Hall to a tenant, these records will need to be moved. These records include approximately 110 containers of fire records and 16 containers of construction site plans. These records have a lifetime retention period and will have to be housed with the city indefinitely, and the record center currently does not have the capacity to store such large volume on site. Therefore, the City Clerk proposes authorizing an expenditure of \$17,000 to scan these records since a majority of the records consist of large construction site plans and will require large specialized scanners to process. Transferring these records into an electronic format is preferable to keeping them as paper as they would be more secure and safe from physical degradation as they are housed indefinitely. Second, the electronic files would take up significantly less space and in a better position for disaster recovery. Finally, having these records in an electronic format would make it easier to retrieve should they be needed.

The proposed Ordinance would authorize an increase in expenditures from the General Fund in the amount of \$17,000 to pay for the cost of scanning records. In order to provide the funds to pay for this expense, the Ordinance also transfers \$17,000 from the Building Management Fund to the General Fund. Lease payments for the second floor of City Hall are deposited into the Building Management Fund, and since the leasing of space to a tenant on the second floor is necessitating this expense, the proposed transfer is recommended.

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

FISCAL IMPACT: \$17,000 would be transferred from the Building Management Fund to the General Fund. Then, this amount would be appropriated from the General Fund to cover this expenditure.

ALTERNATIVE(S): Do not adopt the Ordinance. However, this is not recommended as the City Clerk will need to find an alternative location to store paper records due to the loss of the space on the second floor of City Hall.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2015-2016 Biennial City Budget to fund scanning of documents by the City Clerk.

WHEREAS, it is appropriate to provide funding to the City Clerk's Office for scanning of documents, as the space being utilized for document storage at City Hall is no longer available for use; and

WHEREAS, and amendment to the City's 2015-2016 Biennial Budget is necessary to provide the appropriation authority;

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

Section 1. The 2015-2016 Biennial City Budget shall be amended to increase the expenditures in the General Fund (Fund #001) by \$17,000.

Section 2. The 2015-2016 Biennial City Budget shall be amended to transfer \$17,000 from Building Management Fund (Fund #108) to the General Fund (Fund #001).

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

ADOPTED this _____ day of _____, 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: _____]

[2015-2016 Budget Amendment Fund 108]