



City Resolutions Archive

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RESOLUTION NO. 17-001

A RESOLUTION of the City Council of the City of SeaTac, Washington initiating the process for vacating a portion of 28th Avenue South right-of-way generally between the 20100 block and International Boulevard South, and fixing the time for a public hearing.

WHEREAS, at Staff request, the City Council is being asked to initiate the process for vacating a portion of 28th Avenue South right-of-way generally between the 20100 block and International Boulevard South to the abutting property owners, and fixing the time for a public hearing; and

WHEREAS, the proposed partial street vacation is necessary to resolve any boundary disputes between the City and abutting property owners on the east side of 28th Avenue South, and so a new right-of-way- boundary can be established; and

WHEREAS, RCW 35.79.010 authorizes the City Council to set a public hearing date by resolution and further requires that a public hearing prior to final Council action must be fixed not less than twenty (20) days nor more than sixty (60) days after the date of passage of such a resolution; and

WHEREAS, the Council finds that a public hearing prior to consideration of final action should be placed on the agenda of the Regular Council Meeting of March 14, 2017;

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

1. The SeaTac City Council hereby initiates the process for vacating a portion of 28th Avenue South right-of-way generally between the 20100 block and International Boulevard South to the abutting property owners. The property that is under consideration of being vacated is legally described and depicted on Exhibit A attached hereto.

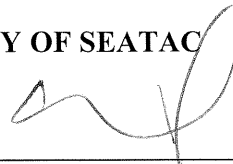
2 The City Council shall conduct a public hearing on the proposed street vacation at 7:00 p.m. on Tuesday, March 14, 2017, or as soon thereafter as the hearing may be held, at the Council Chambers, SeaTac City Hall, 4800 South 188th Street, SeaTac, WA 98188.

3. Notice of the public hearing shall be posted in three public places within the City and at two places near South 28th Avenue South generally between the 20100 block and International Boulevard South, pursuant to SMC 16.07.030(3), in addition to any other notice that is required by law.

4. Following the public hearing, the City Council shall consider public comments and shall then take such action in regard to the requested vacation as may be deemed appropriate.

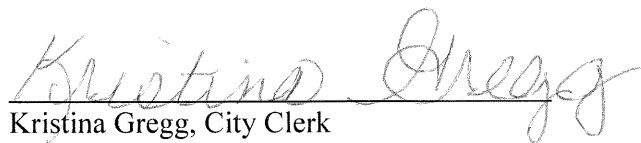
PASSED this 14th day of February, 2017 and signed in authentication thereof on this 14th day of February, 2017.

CITY OF SEATAC




Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

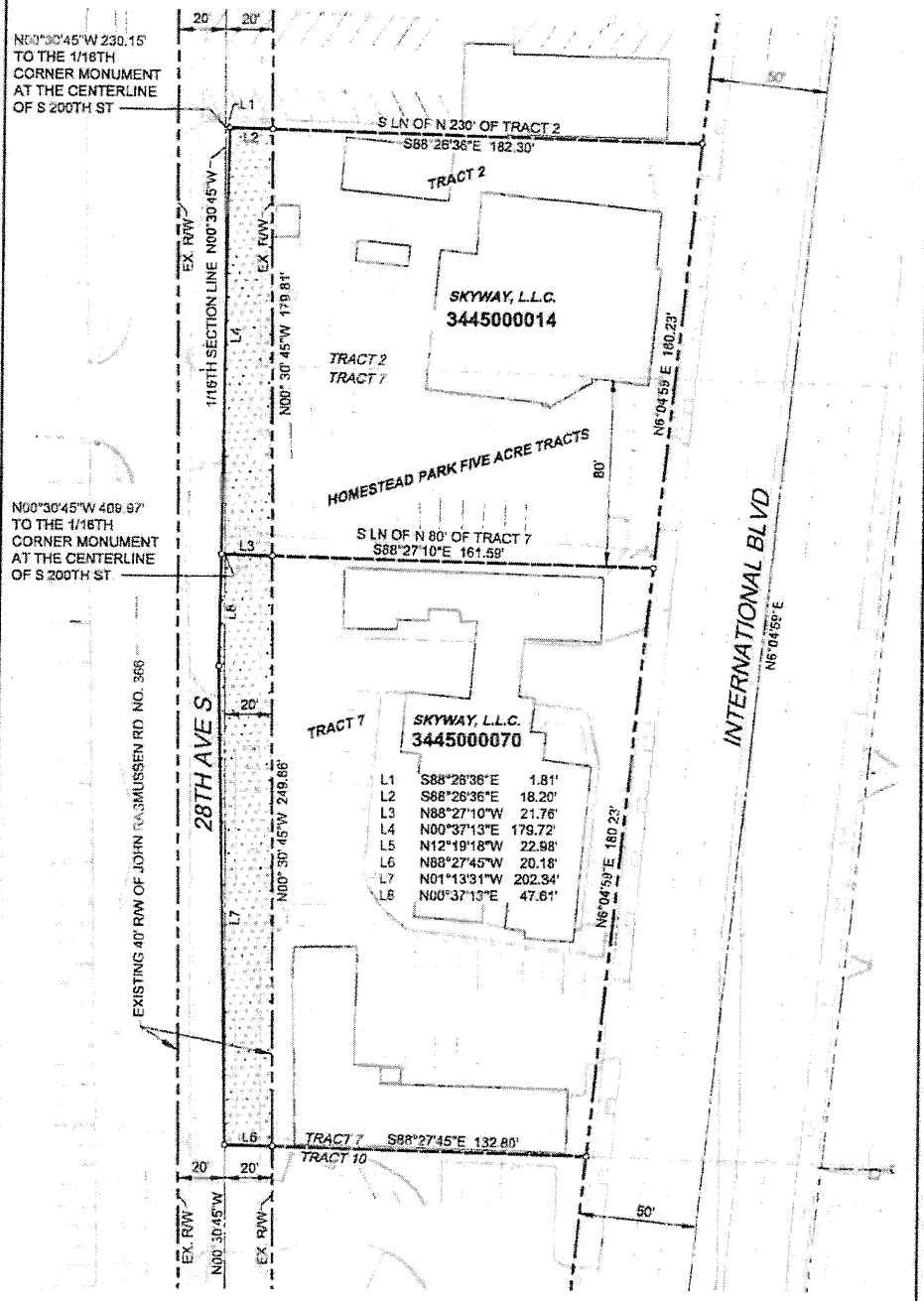


Mary Mirante Bartolo, City Attorney

[Street Vacation 28th Avenue South]

EXHIBIT A

PORTION OF THE NE 1/4 SE1/4 SEC 4, T 22 N, R 4 E, W.M.

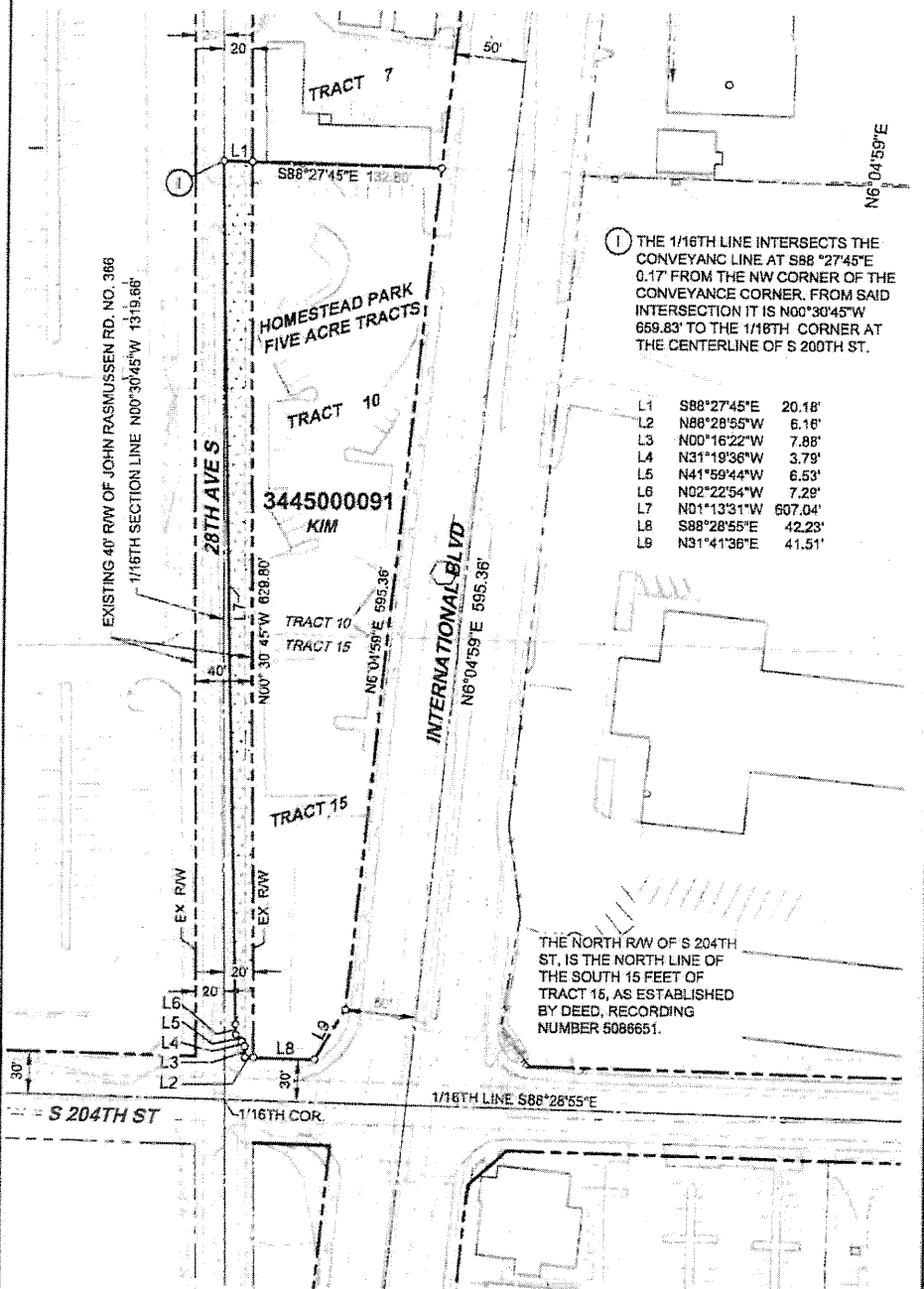


EXISTING PARCEL 3445000014 = 30,896± SQ. FT., CONVEYANCE AREA = 3,591 SQ. FT.
EXISTING PARCEL 3445000070 = 36,752± SQ. FT., CONVEYANCE AREA = 5,382 SQ. FT.



<p>SOUNDTRANSIT</p>		<p>SCALE IN FEET</p>	<p>NAD 83 (91)</p>
<p>L & A LIN & ASSOCIATES LINK LIGHT RAIL PROJECT</p>		<p>ASSESSOR NO: 3445000014 & 3445000070 OWNER: SKYWAY, LLC DATE: 1/20/17 BLOCK NO.: N/A CITY OF SEACAT</p> <p>LOT NO.: 7 & 10 KING COUNTY, WA</p>	

PORTION OF THE NE 1/4 SE 1/4 SEC 4, T 22 N, R 4 E; W.M.



① THE 1/16TH LINE INTERSECTS THE CONVEYANCE LINE AT S88°27'45"E 0.17' FROM THE NW CORNER OF THE CONVEYANCE CORNER. FROM SAID INTERSECTION IT IS N00°30'45"W 659.83' TO THE 1/16TH CORNER AT THE CENTERLINE OF S 200TH ST.

L1	S88°27'45"E	20.18'
L2	N88°28'55"W	6.18'
L3	N00°16'22"W	7.88'
L4	N31°19'36"W	3.78'
L5	N41°59'44"W	6.53'
L6	N02°22'54"W	7.29'
L7	N01°13'31"W	607.04'
L8	S88°28'55"E	42.23'
L9	N31°41'36"E	41.51'

THE NORTH R/W OF S 204TH ST. IS THE NORTH LINE OF THE SOUTH 15 FEET OF TRACT 15, AS ESTABLISHED BY DEED, RECORDING NUMBER 5086651.

EXISTING PARCEL 3445000091 = 60,425± SQ. FT., CONVEYANCE AREA = 10,159 SQ. FT.

SOUNDTRANSIT

SCALE IN FEET

NAD 83 (91)

ASSESSOR NO.: 3445000091

OWNER: KIM, JONG G. & HYUN S.

BLOCK NO.: N/A

CITY OF SEATAC

DATE: 1/20/17

LOT NO.: 10 & 15

KING COUNTY, WA

L & A LIN & ASSOCIATES

LINK LIGHT RAIL PROJECT

SKYWAY LLC, EXISTING PARCEL 3445000070:

THE SOUTH 250 FEET OF THAT PORTION OF TRACT 7 OF HOMESTEAD PARK FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 88, RECORDS OF KING COUNTY, LYING WESTERLY OF STATE HIGHWAY NO. 1;

EXCEPT THE WEST 5 FEET THEREOF LYING WITHIN 28TH AVENUE SOUTH, AS CONVEYED AUGUST 8, 1893, TO KING COUNTY BY DEED FILED IN VOLUME 8 OF ROAD DEEDS, PAGE 123;

SITUATE IN THE CITY OF SEATAC, COUNTY OF KING, STATE OF WASHINGTON.

Area to be Conveyed to Parcel 3445000070:

That portion of the existing 40-foot wide Right-of-Way of 28th Avenue South in the Northeast Quarter of the Southeast Quarter of Section 4, Township 22 North, Range 4 East, W.M., conveyed to King County according to the Deed for Rasmussen Road No. 366, in King County Road Book Volume 8, page 123, described as follows:

Commencing at the Northwest corner of said section subdivision;
Thence S00°30'45"E along the west line of said subdivision a distance of 409.97 feet to a point on the westerly projection of the South line of the North 80 feet of Tract 7, Homestead Park Five Acre Tracts, according to the plat thereof recorded in Volume 7 of Plats, Page 88, in King County, Washington, said point being the **True Point of Beginning**;
Thence S88°27'10"E along said projected line a distance of 20.01 feet to the existing East margin of 28th Avenue South as Established in Volume 8 of Roads, on Page 123;
Thence S00°30'45"E along said margin a distance of 249.86 feet to the South line of Tract 7 of said Homestead Park Five Acre Tracts;
Thence N88°27'45"W along said South line, and along its Westerly projection, a distance of 20.18 feet;
Thence N00°13'31"W a distance of 202.34 feet;
Thence N00°37'13"E a distance of 47.61 feet to a point on the westerly projection of the South line of the North 80 feet of said Tract 7;
Thence S88°27'10"E along said projected line a distance of 1.75 feet to the **True Point of Beginning**.

Containing 5,392 square feet, more or less.

Earl J. Bone 2/7/17

SKYWAY LLC, EXISTING PARCEL 3445000014:

THAT PORTION OF TRACT 2, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF MICHIGAN AVENUE, AS SHOWN UPON SAID PLAT AT A POINT WHICH IS 200 FEET SOUTH OF THE SOUTH LINE OF THE J.A. MANION ROAD;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID J.A. MANION ROAD, 215 FEET, MORE OR LESS, TO THE WESTERLY LINE OF STATE ROAD NO. 1;
THENCE SOUTH ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF SAID TRACT 2;
THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF MICHIGAN AVENUE;
THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING;

TOGETHER WITH THE NORTH 80 FEET OF THE PORTION OF TRACT 7, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, LYING WEST OF STATE HIGHWAY NO. 1;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF 28TH AVENUE SOUTH, AS ESTABLISHED IN VOLUME 8 OF ROADS, ON PAGE 123.

Area to be Conveyed to Parcel 3445000014:

That portion of the existing 40-foot wide Right-of-Way of 28th Avenue South in the Northeast Quarter of the Southeast Quarter of Section 4, Township 22 North, Range 4 East, W.M., conveyed to King County according to the Deed for Rasmussen Road No. 366, in King County Road Book Volume 8, page 123, described as follows:

Commencing at the Northwest corner of said section subdivision;
Thence S00°30'45"E along the west line of said subdivision a distance of 230.15 feet to a point on the westerly projection of the South line of the North 230 feet of Tract 2, Homestead Park Five Acre Tracts, according to the plat thereof recorded in Volume 7 of Plats, Page 88, in King County, Washington;
Thence S88°26'36"E along said projected line a distance of 1.81 feet to the **Point of Beginning**;
Thence continuing S88°26'36"E 18.80 feet to the existing East margin of 28th Avenue South as Established in Volume 8 of Roads, on Page 123;
Thence S00°30'45"E along said margin a distance of 179.81 feet to the South line of the North 80 feet of Tract 7 of said Homestead Park Five Acre Tracts;
Thence N88°27'10"W along said South line, and along its Westerly projection, a distance of 21.76 feet;
Thence N00°37'13"E a distance of 179.72 feet to the **Point of Beginning**.

Containing 3,591 square feet, more or less.

Earl J. Bone 2/7/17

KIM, EXISTING PARCEL 3445000091:

THAT PORTION OF LOTS 10 AND 15 OF HOMESTEAD FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 88, RECORDS OF KING COUNTY; LYING WESTERLY OF STATE ROAD NO. 1 (PACIFIC HIGHWAY SOUTH), AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2014205;

EXCEPT THE SOUTH 15 FEET OF LOT 15 CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 5086651;

AND EXCEPT THAT PORTION OF SAID PREMISES LYING WITHIN 28TH AVE. SO. AS ESTABLISHED IN VOLUME 8 OF COMMISSIONS RECORDS ON PAGE 135;

EXCEPT THAT PORTION CONVEYED TO CITY OF SEATAC, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON FOR ROAD PURPOSES AS RECORDED IN DEED UNDER RECORDING NUMBER 20041203000420;

SITUATE IN THE CITY OF SEATAC, COUNTY OF KING, STATE OF WASHINGTON.

Area to be Conveyed to Parcel 3445000091:

That portion of the existing 40-foot wide Right-of-Way of 28th Avenue South in the Northeast Quarter of the Southeast Quarter of Section 4, Township 22 North, Range 4 East, W.M., conveyed to King County according to the Deed for Rasmussen Road No. 366, in King County Road Book Volume 8, page 123, described as follows:

Commencing at the Northwest corner of said section subdivision;

Thence S00°30'45"E along the west line of said subdivision a distance of 659.83 feet to a point on the westerly projection of the North line of Tract 10, Homestead Park Five Acre Tracts, according to the plat thereof recorded in Volume 7 of Plats, Page 88, in King County, Washington, said point being the **True Point of Beginning**;

Thence S88°27'45"E along said projected line a distance of 20.01 feet to the existing East margin of 28th Avenue South as Established in Volume 8 of Roads, on Page 123;

Thence S00°30'45"E along said margin a distance of 629.80 feet to a point on the North line of the South 15 feet of Tract 15 of said Homestead Park Five Acre Tracts, said point being the current intersection of the East margin of 28th Avenue South and the North margin of South 204th Street as conveyed by Deed Recording Number 5086651;

Thence N88°28'55"W, along the Westerly prolongation of said North line and margin, a distance of 6.16 feet;

Thence N00°16'22"W a distance of 7.88 feet;

Thence N31°19'36"W a distance of 3.79 feet;

Thence N41°59'44"W a distance of 6.53 feet;

Thence N02°22'54"W a distance of 7.29 feet;

Thence N01°13'31"W a distance of 607.04 feet to a point on the westerly projection of the North line of said Tract 10;

Thence S88°27'45"E along said projected line a distance of 0.17 feet to the **True Point of Beginning**.

Containing 10,159 square feet, more or less.

Earl J. Bone 2/7/17

RESOLUTION NO. 17-002

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the settlement of a Complaint to Quiet Title in King County Superior Court between the City and Vicart, L.L.C.

WHEREAS, Vicart, L.L.C. (“Vicart”) owns real property in the City of SeaTac, located in the southeast quadrant of the intersection of South 200th Street and 28th Avenue South; and

WHEREAS, when Sound Transit acquired real property from Vicart, L.L.C that was needed to construct improvements in the vicinity of the Angle Lake Station, a dispute arose concerning the ownership of real property situated generally to the west of Vicart’s property between the City and Vicart; and

WHEREAS, the completion of construction in the Angle Lake Station area, and the parties receipt of property surveys of the area surrounding Vicart’s property was necessary before a final resolution of this matter could be completed; and

WHEREAS, Vicart filed a Complaint to Quiet Title and for Declaratory Relief in King County Superior Court (Cause # 15-2-06721-4 KNT), in order to resolve this dispute; and

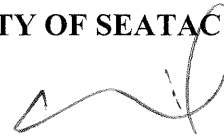
WHEREAS, the SeaTac City Council has reviewed the proposed Stipulation and Order Quieting Title (“Stipulation and Order”) that is attached to this Resolution and believes that it is in the best interest of the City to resolve this dispute in the manner set forth in the Stipulation and Order;

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

1. The SeaTac City Council authorizes the City's Legal Department to enter into the Stipulation and Order attached as Exhibit A in order to settle King County Superior Court Case # 15-2-06721-4 KNT.
2. The City Manager and the City's Legal Department are authorized to execute any other documents necessary to effectuate this settlement.

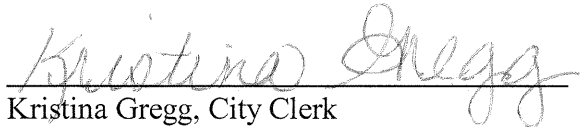
PASSED this 14th day of February, 2017 and signed in authentication thereof on this 14th day of February, 2017.

CITY OF SEATAC



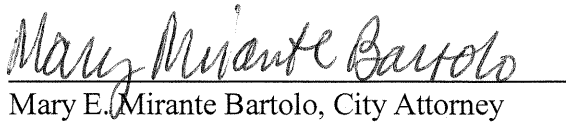
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Vicart Settlement Case 15-2-06721-4 KNT]

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

VICART, L.L.C., a Washington limited liability company, which acquired title as VICART LLC,)	No. 15-2-06721-4KNT
)	
)	
)	
Plaintiff,)	STIPULATION AND ORDER QUIETING
vs.)	TITLE
)	[FINAL DISPOSITION ORDER]
)	
CITY OF SEATAC, a municipal corporation,)	(Clerk's Action Required)
)	
Defendant.)	

I. STIPULATION

THIS MATTER comes before the Court upon the Complaint of Vicart L.L.C. ("Plaintiff") to Quiet Title and for Declaratory Relief. Plaintiff, by and through its attorney of record, Glenn Amster, Kantor Taylor Nelson Evatt & Decina PC, and Defendant, City of SeaTac, by and through its attorneys of record, Mary Mirante Bartolo and Mark S. Johnsen, hereby stipulate to the following facts and consent to entry of the following Stipulated Judgment and Decree:

1. Plaintiff owns real property, identified as King County Tax Parcel No. 344500-

1 0030, located in the southeast quadrant of the intersection of South 200th Street and 28th Avenue
2 South within the City of SeaTac ("Plaintiff's Property").

3
4 2. The Central Puget Regional Transit Authority ("Sound Transit") has constructed
5 transportation improvements adjacent to the Plaintiff's Property ("Sound Transit
6 Improvements"). In order to construct the Sound Transit Improvements, Sound Transit sought
7 to acquire a portion of the Plaintiff's property through condemnation (King County Superior
8 Court Cause No. 15-2-02853-7 KNT)("Condemnation Action").

9
10 3. In the course of the Condemnation Action, a dispute arose concerning the
11 ownership of real property situated generally to the west of the Plaintiff's Property, as legally
12 described in the deed conveying title of Plaintiff's Property to Plaintiff, and the eastern edge of
13 28th Avenue South as improved ("Disputed Strip").

14
15 4. Sound Transit and Plaintiff resolved the Condemnation Action pursuant to
16 "Stipulated Findings of Fact, Conclusions of Law, Order and Judgment Adjudicating Public Use
17 and Necessity" filed for record on April 1, 2015 ("Stipulated Order"), and recorded in the records
18 of King County under No. 20151110001115. However, the Stipulated Order left unresolved as
19 between Plaintiff and Defendant the ownership of those portions of the Disputed Strip not
20 required for the Sound Transit Improvements, which portion is defined in the Stipulated Order as
21 "ROW Area Outside ST Project Limits".

22
23 5. Plaintiff filed this Quiet Title Action against Defendant in order to establish its
24 ownership of the ROW Area Outside ST Project Limits, as the same may now be defined as a
25 result of the completion of construction of the Sound Transit Improvements.


26
27 6. Plaintiff and Defendant have agreed through settlement to resolve this matter and,

1 accordingly, agree to entry of the Order, Decree and Judgment set forth below.

2 DATED this _____ day of _____, 2017.

3
4 **KANTOR TAYLOR NELSON EVATT &
5 DECINA PC**

CITY OF SEATAC

6
7 By:  2/2/2017
8 Glenn Amster, WSBA #8372
9 Attorney for Plaintiff, Vicart, LLC

By: _____
10 Mary Mirante Bartolo, WSBA #20546
11 Mark S. Johnsen, WSBA #28194
12 Attorneys for Defendant,
13 City of SeaTac

14
15 **II. ORDER AND DECREE**

16 The Court, having jurisdiction over the parties hereto and the subject matter of this action,
17 having considered the above stipulation of the parties, and the files and records herein and being
18 fully advised, hereby ORDERS, ADJUDGES AND DECREES:

19 1. Plaintiff, Vicart, L.L.C., a Washington limited liability company, which acquired
20 title to Plaintiff's Property as Vicart LLC, is declared to be fully vested with all right, title and
21 interest to the real estate located in King County, Washington, legally described in Exhibit "A"
22 and depicted in Exhibit "B", both of which are attached hereto and incorporated herein by this
23 reference ("Quiet Title Property") and is declared to be the exclusive owner of the Quiet Title
24 Property.

25 2. Any right, title, or interest in the Quiet Title Property claimed by any other party
26 hereto or any and all persons claiming under or through them shall be forever extinguished and
27 subordinate to the ownership of the Plaintiff, subject only to those matters of record as of the date
28 of this Order and Decree.

STIPULATION AND ORDER
QUIETING TITLE - 3

City of SeaTac Legal Department
4800 South 188th Street
SeaTac, WA 98188-4236
(206) 973-4640
(206) 973-4649 - Fax

EXHIBIT A

(Legal Description)

Stipulation and Order Quieting Title

Vicart L.L.C. v. City of SeaTac

Case No. 15-2-06721-4 KNT

Area to be Conveyed:

That portion of the existing 40-foot wide Right-of-Way of 28th Avenue South in the Northeast Quarter of the Southeast Quarter of Section 4, Township 22 North, Range 4 East, W.M., conveyed to King County according to the Deed for Rasmussen Road No. 366, in King County Road Book Volume 8, page 123, described as follows:

Commencing at the Northwest corner of said section subdivision;
Thence S00°30'45"E along the west line of said subdivision a distance of 49.55 feet;
Thence at right angles N89°29'15"E a distance of 20 feet to the **Point of Beginning**;
Thence S00°30'45"E a distance of 181.32 feet to the south line of the north 230 feet of said subdivision;
Thence N88°26'36"W along said south line a distance of 18.20 feet;
Thence N00°37'13"E a distance of 5.93 feet;
Thence N01°36'53"W a distance of 125.69 feet;
Thence N01°07'50"W a distance of 28.56 feet;
Thence N41°07'25"E a distance of 25.54 feet;
Thence N69°01'37"E a distance of 4.09 feet to the **Point of Beginning**.

Containing 3364 square feet, more or less.

Earl J. Bone 2/2/17

EXHIBIT B

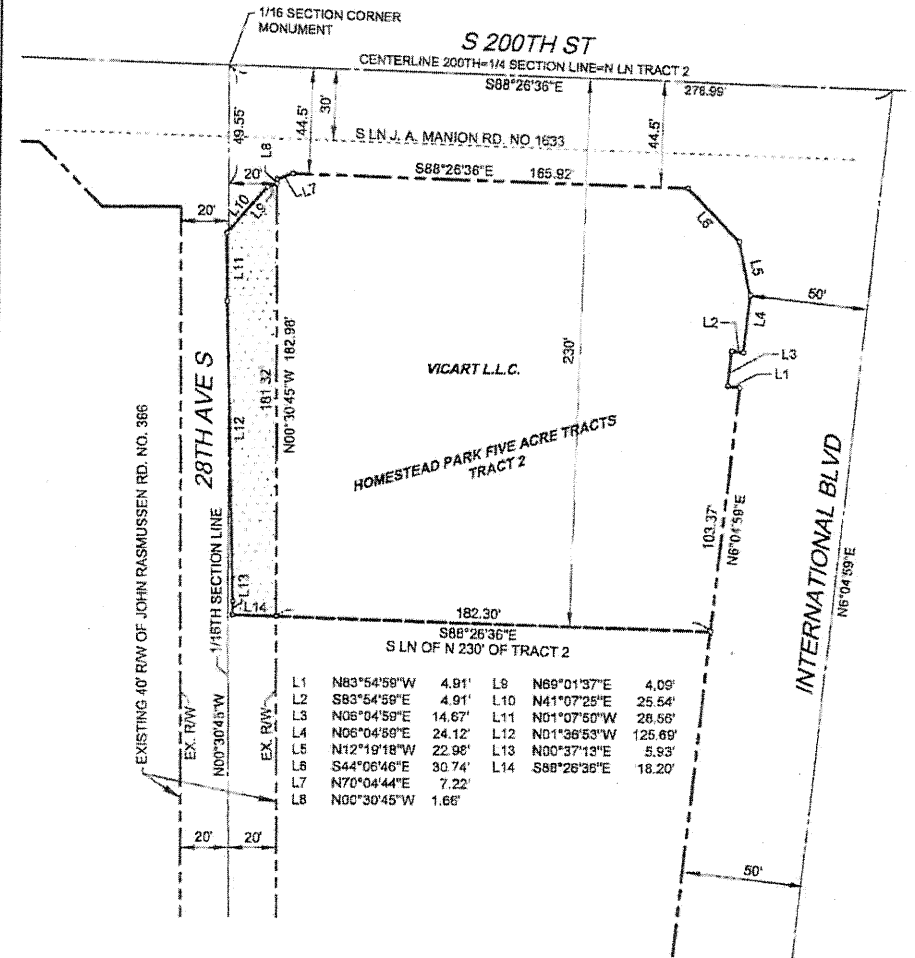
(Diagram of property)

Stipulation and Order Quieting Title

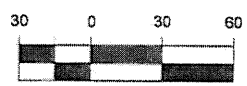
Vicart L.L.C. v. City of SeaTac

Case No. 15-2-06721-4 KNT

PORTION OF THE NE 1/4 SE1/4 SEC 4, T 22 N, R 4 E; W.M.



L1	N83°54'59\"W	4.91'	L9	N69°01'37\"E	4.09'
L2	S83°54'59\"E	4.91'	L10	N41°07'25\"E	25.54'
L3	N06°04'59\"E	14.67'	L11	N01°07'50\"W	28.56'
L4	N06°04'59\"E	24.12'	L12	N01°36'53\"W	125.69'
L5	N12°19'18\"W	22.98'	L13	N00°37'13\"E	5.53'
L6	S44°06'46\"E	30.74'	L14	S88°26'36\"E	18.20'
L7	N70°04'44\"E	7.22'			
L8	N00°30'45\"W	1.68'			



SCALE IN FEET



NAD 83 (91)

EXISTING VICART PARCEL = 35,228± SQ. FT.
 CONVEYANCE AREA = 3364 SQ. FT.



		ASSESSOR NO.: 3445000030	DATE: 12/12/2016
		OWNER: VICART, LLC	
		BLOCK NO.: N/A	LOT NO.: 2
LINK LIGHT RAIL PROJECT		CITY OF SEATAC	KING COUNTY, WA

RESOLUTION NO. 17-003

A RESOLUTION of the City Council of the City of SeaTac, Washington extending Joseph Scorcio's service as City Manager and granting him additional management days in 2017 and 2018, waiving the residency requirement, confirming the continuation of his current salary and benefits, authorizing the CED Director position to be declared vacant, and establishing a timeline for the recruitment and selection of the next City Manager.

WHEREAS, on April 6, 2016, City Council passed Resolution No. 16-012 designating CED Director Joseph Scorcio as the Acting City Manager and qualified administrative officer of the City; and

WHEREAS, on April 26, 2016, City Council passed Resolution No. 16-013, setting the salary for the Acting City Manager; and

WHEREAS, on December 13, 2016, the City Council passed Resolution No. 16-028, adjusting the salary of the Acting City Manager to provide for a cost of living increase; and

WHEREAS, this matter went before the Administration and Finance Committee on February 2, 2017; and

WHEREAS, the Council desires to extend Joseph Scorcio's service as the City Manager; and

WHEREAS, the Council authorizes Joseph Scorcio to declare the CED Director position vacant and begin the process of filling this position; and

WHEREAS, RCW 35A.13.050 requires that the City Manager reside in the City after appointment unless such residence is waived by the Council; and

WHEREAS, the Council desires to waive the residency requirement with respect to Joseph Scorcio; and

WHEREAS, the Council authorizes Joseph Scorcio to facilitate the recruitment and selection process of the next City Manager; and

WHEREAS, the Council recognizes that Joseph Scorcio did not receive additional management days in 2016 to offset the extreme number of hours worked; and

WHEREAS, the Council desires to provide Joseph Scorcio with additional management days to help offset the extreme hours he is expected to work in 2017 and 2018;

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

Section 1. The City Council extends Joseph Scorcio's service as City Manager until his scheduled retirement date, which is currently set on or about July 6, 2018, so as to allow for a transition period between Joseph Scorcio and the next City Manager.

Section 2. The City Council shall provide Joseph Scorcio an additional twelve (12) management days (total of 18) in 2017 and a total of twelve (12) management days in 2018.

Section 3. The City Council authorizes Joseph Scorcio to declare the CED Director position vacant and begin the process of filling this position.

Section 4. The City Council authorizes the City Manager to facilitate the City Council's recruitment and selection of next City Manager with the target hiring date of April 1, 2018. This process will include community participation.

Section 5. The City Manager's salary remains as set forth in Resolution 16-028. Joseph Scorcio shall be allowed to continue his current participation in the Washington Public Employees' Retirement System (PERS), the ICMA 401(a) Money Purchase Plan as a replacement for Social Security, and the ICMA 457 Deferred Compensation Plan. The City and Joseph Scorcio shall, respectively, make the employer's and employee's contributions to the PERS, ICMA 401(a), and ICMA 457 Plans on the same basis as applicable to other Department Director employees of the City.

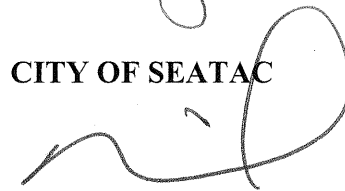
Section 6. Joseph Scorcio shall maintain all management, vacation, and sick leave balances earned to date. Joseph Scorcio will accrue vacation leave based on his length of service with the City on the same schedule as other Department

Directors, and sick leave at the same manner as other Department Director employees of the City.

Section 7. Joseph Scorcio will maintain his insurance benefits, including life, disability, medical, dental, orthodontia, and vision insurance coverage in accordance with the benefits available to Department Director employees of the City.

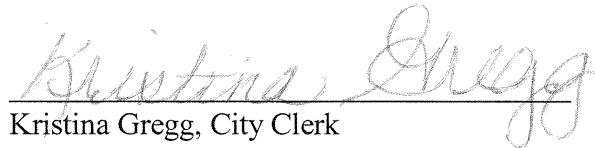
PASSED this 28th day of February, 2017 and signed in authentication thereof on this 28th day of February, 2017.

CITY OF SEATAC




Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[City Manager 2017]

RESOLUTION NO. 17-004

A RESOLUTION of the City Council of the City of SeaTac, Washington approving membership in the Cities Insurance Association of Washington (CIAW), approving the by-laws, and authorizing the City Manager to execute an Interlocal Agreement with CIAW.

WHEREAS, the Cities Insurance Association of Washington (CIAW) is authorized to develop and administer a program which provides an opportunity for members to jointly pool and self-insure their liability losses, jointly purchase property insurance and excess reinsurance, and jointly utilize administrative and other services; and

WHEREAS, the City of SeaTac is required to join CIAW as a member in order for the City to have CIAW administer its insurance program; and

WHEREAS, the City of SeaTac has been provided with an opportunity to review the Interlocal Agreement and By-Laws of CIAW;

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

1. The SeaTac City Council hereby agrees that the City of SeaTac will become a member of CIAW.
2. The SeaTac City Council approves the Interlocal Agreement and the By-Laws of CIAW, as attached as Exhibits A and B. The City Manager is authorized to execute the Interlocal Agreement on behalf of the City.

PASSED this 14th day of March, 2017 and signed in authentication thereof on this 14th day of March, 2017.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[CIAW Membership]



INTERLOCAL AGREEMENT

OF

CITIES INSURANCE ASSOCIATION

OF WASHINGTON

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CITIES INSURANCE ASSOCIATION OF WASHINGTON

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INTERLOCAL AGREEMENT CREATING THE
CITIES INSURANCE ASSOCIATION OF WASHINGTON

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington cities and towns or public entities listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

- 2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").
- 2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations.
- 2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.
- 2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.*

This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Cities

Insurance Association of Washington (the "Association"), which shall be organized as a non-profit corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of cities and towns in the State of Washington organized and existing pursuant to Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Association shall, in exchange for the payment of annual assessments and retroactive assessments by the Regular Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Association including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional cities and towns organized and existing under Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Association may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

3.2 *Parties to Agreement.*

3.2.1 Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14, shall not affect this Agreement or such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 *Types of Memberships.*

There shall be two separate memberships in the Association. Regular Members shall be made up of cities and towns. Regular Members shall be owners of the corporation with full voting rights. Associate Members are Public Entities approved for special membership as per the By-Laws of the Association. Associate Members shall have no ownership in the corporation and shall have no vote in corporate matters.

3.3 *Term of Agreement.*

This Agreement shall become effective on September 1, 1988, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

3.4 *Creation of Association.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Association as a non-profit corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The initial Board of Directors shall serve until the first annual election of Board of Directors members, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. Associate Members shall be an associate of the corporation. The regulation and management of the affairs of the Association shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Association. The Association's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members or Associates in excess of the

requirement of each Member or Associate to compensate the Association or the insurance carrier with whom the Association has affected a transaction as authorized by this Agreement, for the individual Member's or Associate's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member or Associate shall not become the debts, obligations and liabilities of other Members or Associates except as provided by Section 3.11 of this Agreement.

3.4.3 The insurance afforded to each Member or Associate pursuant to this Agreement is limited to the insurance provided by any insurer of the Association and the coverages defined in the policies of insurance issued by any insurer of the Association. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Association is offered or afforded to any Member or Associate by execution of this Agreement.

3.5 *Powers of the Association.*

The Members and Associates hereby delegate to the Association the powers which are common to the Members or Associates and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Association including the types and limits of the insurance coverage, the methodology to be used to allocate the Association's costs among Regular and Associate Members, and the amount of retroactive assessments to be paid by each Regular Member;

3.5.2 Make and enter into contracts;

3.5.3 Incur debts, liabilities or obligations;

3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

- 3.5.5 Sue and be sued, complain and defend, in its corporate name;
- 3.5.6 Hire employees and agents; and
- 3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Association shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

3.6 *Responsibilities of the Association.*

The Association shall have the following responsibilities:

- 3.6.1 Within 30 days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Association, the estimated annual assessment to be paid by each Member or Associate, and the methodology to be used to allocate the Association's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.
- 3.6.2 The Association will assist each Member's or Associate's risk manager, upon request, with the implementation of risk management programs.
- 3.6.3 The Association may provide loss prevention, safety, and consulting services to Members and Associates.
- 3.6.4 The Association will provide claims adjusting and subrogation services for claims covered by the Association's Joint Insurance Purchasing Pool.
- 3.6.5 The Association will provide loss analysis for the Members and Associates for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Association may conduct risk management audits to assess each Member's and Associate's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.*

Members shall have the following responsibilities:

3.7.1 The governing body of each Member or Associate shall designate in writing a representative who shall be authorized to exercise the Member's or Associate's voting rights with respect to the Association and to act on behalf of the Member or Associate with respect to all matters pertaining to the Association.

3.7.2 Each Member or Associate shall maintain its own set of records, as a loss log, on all categories of loss to ensure accuracy of the Association's loss reporting system and shall provide to the Association a written report of all potential claims or losses within 14 days after they become known to the Member or Associate.

3.7.3 Each Member or Associate shall pay to the Association when due all assessments and retroactive assessments established by the Association pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Association when due its share of any retroactive assessment established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.

3.7.4 Each Member or Associate shall provide the Association with such information or assistance as may be necessary for the Association to carry out the Joint Insurance Purchasing Pool.

3.7.5 Each Member or Associate shall comply with all By-Laws, resolutions, and policies by the Board of Directors and shall cooperate with the Association, and any insurer of the Association, in accomplishing the purposes of this Agreement.

3.7.6 Each Member or Associate shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Association shall be governed by a Board of Directors. The Board of Directors shall consist of ten members, to be selected from the Regular Membership. Beginning with the second election of members to the Board of Directors, the Regular Members of that Committee shall be selected as follows: the area served by the Association shall be divided into three geographic regions, with each region represented by a number of representatives assigned to the region based on the number of Regular Members from that region.

3.8.2 To ensure that consistent management is provided for the Association into the future, the initial Board of Directors members shall have terms of one, two or three years. After the initial election, all Board of Directors members will be elected for a three-year term. Those terms will provide that four of the ten committee members will be elected for full terms in two consecutive years and three of the regular committee members will be elected for full terms the third year.

3.8.3 The Board of Directors shall elect a Chair for each fiscal year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair.

3.8.4 Each member of the Board of Directors shall have one vote.

3.8.5 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.6 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Association. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursement of billings to individual Members and Associates for their proportionate charges, (3) payment and management of claims

sustained by Members or Associates of the Association and liaison with representatives acting on behalf of participating Members or Associates.

- 3.8.7 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.
- 3.8.8 Pool funds shall be administered by the Association Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Association funds shall be bonded to the Association in an amount established by the Board of Directors.
- 3.8.9 The Board of Directors will provide for an audit of the accounts and records of the Association. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Association and shall be considered as administrative costs.
- 3.8.10 Pursuant to the laws and regulations of the State of Washington, the Association elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.
- 3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from December 1 through November 30 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole:
(1) beginning

and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associates. All payments due to the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.12 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than 30 days after the effective date of this Agreement.

3.8.13 Any vacancies on the Board of Directors that occur during a term of office shall be filled by an election of the Board of Directors by a simple majority vote. Any replacement shall fill out the unexpired term of the committee member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member or Associate of the Association shall designate a servicing representative to act on their behalf in liaison with the needs of the Association Administrator. Should a participating Member choose not to designate a local servicing representative, the Association shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Any fees to be paid the servicing representative by each Member or Associate will be established and paid by the Member or Associate.

3.9.3 Each Member and Associate agrees to indemnify and hold the Association, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes

of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's or Associate's servicing representative including a failure to communicate to or forward communications from the Association, the Association's Administrator or any Association insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member or Associate. A Member or Associate acts upon the advice and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.*

The Joint Insurance Purchasing Pool shall become effective on September 1, 1988 or upon execution of this Agreement by two or more Members, whichever occurs first.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Association in the event the assets or insurance of the Association are not sufficient to cover its liabilities. Any actual or projected deficits of the Association shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Association's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\begin{array}{l} \text{Member} \\ \text{Reassessment} \\ \text{Amount} \end{array} = \begin{array}{l} \text{(Liability Due and Not} \\ \text{Serviced By Current} \\ \text{Pool Assets) + (Required} \\ \text{Reserve Account)} \end{array} \times \begin{array}{l} \text{Member Contribution or} \\ \text{Assessments Since Inception} \\ \text{TOTAL OF ALL Assessments} \\ \text{or Contributions Since Inception} \end{array}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave

the Association and subsequently a deficiency exist in the period that the entity was a Regular Member of the Association, the city or town in question shall be assessed the amount that the Association is held liable for the period in question.

3.12 *New Members.*

Members admitted as Regular Members of the Association after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Association and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Associate new Members shall be determine by the Board of Directors.

3.13 *Withdrawal.*

Any Member or Associate may withdraw only at the end of the Association's fiscal year (November 30) and only after it has given the Association written notice prior to December 1 of the preceding calendar year of its decision to withdraw from this Agreement.

3.14 *Cancellation.*

The Association shall have the right to cancel any Member's or Associate's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member or Associate so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.*

Neither the withdrawal nor the cancellation of any Member or Associate shall cause the termination of this Agreement. No Member or Associate by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member or Associate to the Association or any Association insurer, or to any distribution of the Association's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any

assessments or retroactive assessments established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement that no assets of the Association shall be owned by Associate Members nor shall Associate Members be responsible for debts incurred by the Association other than insurance premiums, assessments and claim deductibles attributed to the Associate Member's membership.

3.16 *Termination and Distribution.*

3.16.1 *Termination.*

This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Association shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Association. The Board of Directors is vested with all powers of the Association during such winding up and liquidation, including the power to require Regular Members, including those Regular Members who withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

3.16.2 *Distribution.*

Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Association, all assets of the Association shall be distributed among the Regular

Members who were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.*

Notice to Members or Associates hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.*

This Agreement may be amended at any time by the approval of three-fourths of the Members present or voting at any meeting of the Members. All amendments shall be in writing. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members. If four-tenths of the Members present or voting at any meeting of the Members (called in accordance with Article 3 of the By-Laws) vote to repeal any amendment adopted by three-fourths of the whole Board of Directors, that amendment is deemed repealed.

3.19 *Enforcement.*

The Association is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or Associate or previous Member or Associate, the Member or Associate or previous Member or Associate agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.*

If any Member or Associate fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Association has given the Member or Associate written notice of such

failure, the Member or Associate shall be in default hereunder. Upon default, the Association may immediately cancel the Member's or Associate's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Association are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

3.21 *No Waivers.*

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.22 *Prohibition Against Assignment.*

No Member or Associate may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member or Associate reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Associate or Members or Associates upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member or Associate shall have any right, claim or title to any part, share, interest, fund premium or asset of the Association.

3.23 *Entire Agreement.*

This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.*

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.*

Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.*

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.*

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. Execution.

The parties have executed this Agreement by authorized officials thereof.

Name of City or Town or Public Entity

Mailing Address

Street Address (if different from above)

City

Zip

Phone

By _____
Signature of Authorized Official

(Print or Type Name)

Title

Date

EXHIBIT A List

of Members



All Members 2015-2016

City Members

1. Town of Albion
2. City of Asotin
3. City of Bingen
4. City of Blaine
5. City of Buckley
6. City of Colfax
7. City of College Place
8. Town of Colton
9. City of Colville
10. City of Connell
11. City of Cosmopolis
12. Town of Coulee Dam
13. City of Davenport
14. City of East Wenatchee
15. City of Electric City
16. Town of Elmer City
17. Town of Endicott
18. City of Entiat
19. City of Ephrata
20. City of Fircrest
21. City of Grand Coulee
22. City of Granite Falls
23. Town of Hartline
24. City of Ilwaco
25. Town of Lone
26. City of Kahlotus
27. City of Kittitas
28. Town of Krupp
29. Town of LaCrosse
30. City of Liberty Lake
31. Town of Lind
32. Town of Lyman
33. City of Lynden
34. City of Lynnwood
35. Town of Malden
36. Town of Mansfield
37. Town of Marcus
38. City of Mattawa
39. Town of Metaline Falls
40. City of Moxee
41. City of Napavine
42. Town of Nespelem
43. City of Newport
44. City of Nooksack
45. City of Oakville
46. City of Okanogan
47. City of Omak
48. City of Oroville
49. City of Palouse
50. City of Prosser
51. City of Quincy
52. Town of Reardan
53. City of Republic
54. City of Ritzville
55. City of Rock Island
56. City of Royal City
57. City of Sedro-Woolley
58. City of Selah
59. Town of South Cle Elum
60. City of Sprague
61. Town of Starbuck
62. Town of St. John
63. City of Stevenson
64. City of Sultan
65. City of Sumas
66. City of Tonasket
67. Town of Uniontown
68. City of Waitsburg
69. Town of Washtucna
70. Town of Waterville
71. Town of Wilbur
72. Town of Wilkeson
73. City of Winlock
74. City of Woodland
75. City of Yakima

Administered by





Cities Insurance Association of Washington

All Members 2015-2016

Fire District Members

1. Adams County FPD # 1
2. Aero-Skagit Emergency Services
3. Blue Mountain Fire District # 1
4. Central Valley Ambulance Authority
5. Chelan County FPD #1
6. Chelan County FPD #3
7. Columbia County FPD #1
8. Columbia - Walla Walla Co Fire District #2
9. Douglas County FPD #2
10. Douglas County FPD #5
11. Ferry/Okanogan Fire District #13
12. Ferry/Okanogan County FPD #14
13. Franklin County FD #1
14. Franklin County FPD #4
15. Glacier Fire & Rescue
16. Grant County FPD #3
17. Grant County FPD #4
18. Grant County FPD #13
19. Grant County FPD #14
20. Grays Harbor County FPD #5
21. Grays Harbor County FPD #11
22. Kent Fire Department Regional Fire Authority
23. King County FD #4
dba Shoreline Fire Department
24. King County FPD #28 & Special Rescue
25. King County FPD #34
26. King County FPD #50
27. Kittitas County FPD #6
28. Klickitat County FPD #10
29. Lincoln County Emergency Communications
30. Lincoln County FPD #5/Davenport FD
31. Lincoln County FPD #7
32. North Pacific County EMS
33. Okanogan County Rural Fire District #1
34. Okanogan County FPD #4
35. Okanogan County FPD #9
36. Okanogan County FPD #16
37. Oroville Rural EMS District

38. Pacific County FPD #8
39. Pierce County FPD #26
40. Region 6 Training Council
41. Riverside Fire & Rescue
42. San Juan County Fire District #5
43. Skagit County FPD #10
44. Skagit County Fire District #19
45. Snohomish County FPD #5
46. Snohomish County FPD #10
47. Stevens County FPD #3
48. Stevens County FPD #7
49. Stevens County FPD #10
50. Thurston County FPD #16
dba Gibson Valley Fire District
51. West Thurston Regional Fire Authority
52. Whatcom County FPD #1
53. Whatcom County FPD #7
54. Whatcom County FPD #14
55. Whitman County FPD #1
56. Whitman County FPD #2
57. Whitman County RFD #4 & Palouse Fire Protection Board
58. Whitman County FPD #6
59. Whitman County FPD #8

Special District Members

1. Alpine Water District
2. Asotin County Cemetery District #1
3. Asotin County Public Facility District
4. Basin City Water-Sewer District
5. Bellingham-Whatcom Public Facilities District
6. Bridgeport Bar Irrigation District
7. Columbia Valley Water District
8. Columbia Water & Power Irrigation District
9. Consolidated Diking Improvement District #1
10. Consolidated Diking Improvement District #2
11. Consolidated Diking Improvement District #3
12. Consolidated Irrigation District #19

Administered by





All Members 2015-2016

13. Dallesport Water District
14. Diking Improvement District #15
15. Drainage Improvement District #1
16. East Columbia Basin Irrigation District
17. East Spokane Water District #1-109
18. Elbe Water & Sewer District
19. Endicott Park and Recreation District #7
20. Gardena Farms Irrigation District #13
21. Garfield Parks & Recreation
22. Glacier Water District #14
23. Grant County Cemetery District #1
24. Hunters Water District
25. Irvin Water District #6
26. Jefferson County Rural Library District
27. Kennewick Irrigation District
28. Kennewick Public Facilities District
29. King County Drainage District #13
30. Kittitas County Water District #2
31. Kittitas Reclamation District
32. Lake Wenatchee Water District
33. Lakehaven Utility District
34. Lewis County Water & Sewer District #5
35. Lexington Flood Control Zone
36. Lind Cemetery District
37. Lower Stemilt Irrigation District
38. Lynden Transportation Benefit District
39. Lynnwood Transportation Benefit District
40. Malaga Water District
41. Moab Irrigation District #20
42. Moses Lake Irrigation & Rehabilitation District
43. Naches-Selah Irrigation District
44. North Spokane Irrigation District #8-232
45. North Whidbey Parks & Recreation District
46. Okanogan County Transit Authority
47. Orchard Avenue Irrigation District #6-17
48. Pasadena Park Irrigation District #17-11
49. Peshastin Water District
50. Pierce County Flood Control District
51. Pierce County Noxious Weed Control Board
52. Point Roberts Parks & Recreation District #1
53. Port of Ephrata
54. Port of Kennewick
55. Port of Quincy
56. Prosser Transportation Benefit District
57. Quincy Columbia Basin Irrigation District
58. Ritzville Public Development Authority
59. Rosalia Park & Recreation District #5
60. Roza Irrigation District
61. Skagit County Dike Drainage & Irrigation Dist #12
62. Skagit County Drainage District #14
63. Skagit County Drainage & Irrigation District #16
64. Skagit County Sewer District #2
65. South Banks Lake Mosquito Control District #3
66. South Columbia Basin Irrigation District
67. Spokane Aquifer Joint Board
68. Spokane County Water District #3
69. Startup Water District
70. Sunnyside Valley Irrigation District
71. Tacoma-Pierce Co. Employment & Training Consortium
dba Workforce Central
72. Timberland Regional Library
73. Trentwood Irrigation District #3
74. Uniontown Community Development Association
75. Washington State School Directors Association
76. Whitman County Public Hospital District #2
77. Yakima County Joint Board of Control #1
78. Yakima Tieton Irrigation District
79. Yakima County Rural Library District
dba Yakima Valley Regional Library

Administered by



BY-LAWS
OF
CITIES INSURANCE ASSOCIATION OF WASHINGTON

ARTICLE 1
Offices

The principal office of the corporation shall be located within the State of Washington at the offices of the Third Party Administrator. The corporation may have such other offices, either within or without the State of Washington, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the State of Washington a registered office, and a registered agent whose office is identical with such registered office, as required by the Washington Non-Profit Corporation Act, Chapter 24.03 Revised Code of Washington. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2
Members

Section 2.1. Classes of Members and Qualifications for Membership. The corporation shall have two classes of Members, Regular and Associate. Eligibility for Regular Membership in the corporation shall be limited to cities and towns organized and existing pursuant to Title 35 or 35A Revised Code of Washington. Cities and towns wishing to become Members of the corporation shall submit an application to the corporation on a form prescribed by the corporation. Cities and towns elected to membership pursuant to Section 3 below shall be required to become a signatory to the Interlocal agreement creating the Cities Insurance Association of Washington (the "Agreement") before such membership shall become effective.

Eligibility for Associate membership shall be limited to districts and municipal corporations as defined by 48.62.021(1) which meet the underwriting and classification criteria established by the Board of Directors. Each Associate Member must become a signature of the Associate Membership Agreement by a Resolution adopted by the entity's Board or Commission.

Section 2.2. Member Representative. Each Regular Member shall appoint one representative who shall be authorized to exercise the Member's voting rights in the corporation, if any, and to act on behalf of the Member with respect to all matters pertaining to the corporation. The name of the person appointed as a Member's representative shall be submitted in writing to the corporation. A change in a Member's appointed representative shall not become effective until the corporation has received written notice of such change. Each Member may also select an alternate Member representative to serve and act in the absence of the Member's representative.

Section 2.3. Selection of Additional Members. Additional Regular Members shall be approved by the Board of Directors. An affirmative majority vote of the Board of Directors members present shall be required for selection. Associate Members shall be approved by the Director or Third Party Administrator subject to the criteria established by the Board of Directors.

Section 2.4. Voting Rights and Procedures. Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members unless a record date for voting purposes is fixed by the Board of Directors. Members that are Regular Members on the day of the meeting of the membership shall be entitled to vote at such meeting. Elections and other matters submitted to the vote of Regular Members may, at the discretion of the Chair of the corporation, be conducted by mail ballot. Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members.

Section 2.5. Cancellation of Membership. The membership of any Member or Associate of the corporation may be canceled pursuant to the provisions of Section 3.14 of the Agreement.

Section 2.6. Resignation. Any Member or Associate may resign from the corporation pursuant to the procedures and limitations specified in Sections 3.13 and 3.15 of the Agreement.

Section 2.7. Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE 3 Meetings of Members

Section 3.1. Annual Meeting. At the discretion of the Board Of Directors an annual meeting of the Regular Members shall be held on the last Friday in the month of August in each year, if needed, with a date designated in writing by the Chair of the Board of Directors thirty days before the meeting, at such time and place designated in writing by the Chair, for the purpose of transacting such business as may come before the meeting. .

Section 3.2. Special Meetings. Special meetings of the Members or Associates may be called by the Board of Directors. The Board of Directors or not less than one-fourth of the Regular Members having voting rights.

Section 3.3. Place of Meeting. The The Board of Directors may designate any place, either within or without the State of Washington, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the office of the Third Party Administrator in the State of Washington. If all of the Members shall meet at any time and place, either within or without the State of Washington, and consent to the holding of a meeting, such meeting shall be valid without call or notice and any corporate action may be taken at such meeting. Members of the corporation may participate in a meeting of Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 3.4. Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the Chair of the Board of Directors, or the Third Party Administrator or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address of its representative as it appears on the records of the corporation, with postage thereon prepaid.

Section 3.5. Actions by Members Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section 3.6. Quorum. The Members holding ten percent of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

Section 3.7. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the Members present at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these By-Laws.

Section 3.8. Rule of Procedure for Meetings. All meetings of the membership shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, the Agreement, or these By-Laws.

ARTICLE 4 The Board of Directors

Section 4.1. General Powers. The affairs of the corporation shall be managed by its Board of Directors

Section 4.2. Tenure and Qualifications. The Board of Directors shall be comprised of ten representatives of Regular Members of the corporation elected for three year terms as provided in the Agreement.

Section 4.3. Voluntary Resignation. The Board of Directors member who is absent from three consecutive Board of Directors meetings or one-half of the Board of Directors meetings during the year without acceptable excuse shall be deemed to have voluntarily resigned from the Board of Directors. At any meeting of the Board of Director sat which there are absences, the Board of Directors shall determine if they are excused.

Section 4.4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, in conjunction with, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Washington, for the holding of additional regular meetings of the Board of Directors, or of regular meetings of any committee of the Board of Directors, without notice other than such resolution.

Section 4.5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or any three Board of Directors members. Special meetings of any committee of the Board of Directors may be called by or at the request of the Chair of the Board of Directors or Chairman of the committee or any two members of the committee. The person or persons authorized to call special meetings of the Board of Directors or of any committee of the Board of Directors may fix any place, either within or without the State of Washington, as the place for holding any special meeting of the Board of Directors or committee called by them.

Section 4.6. Notice. Notice of any special meeting of the Board of Directors or any committee of the Board of Directors shall be given at least two days prior to the meeting by written notice delivered personally or sent by mail, facsimile transmission or telegram to each committee member at the member's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice be given by facsimile transmission, such notice shall be deemed to be delivered 24 hours after the transmission so long as no error was received during the transmission. Any committee member may waive notice of any meeting. The attendance of a committee member at any meeting shall constitute a waiver of notice of such meeting, except where a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. Members of the Board of Directors or any committee of the Board of Directors may participate in a meeting of such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 4.7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transacting of any business of the Board of Directors. However, if less than a majority of the Board of Directors members are present at said meeting, a majority of the Board of Directors members present may adjourn the meeting from time to time without further notice.

Section 4.8. Manner of Acting. The act of a majority of the Board of Directors members, or a majority of the members of any committee of the Board of Directors, present at a meeting at which a quorum is present shall be the act of the Board of Directors or its committee, unless the act of a greater number is required by law or by these By-Laws.

Section 4.9. Rule of Procedures for Meetings. All meetings of the Board of Directors or a committee of the Board of Directors shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, and Agreement, or these By-Laws.

Section 4.10. Compensation. The Board of Directors members or its committee members as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any of its committees.

Section 4.11. Action by The Board of Directors Members Without a Meeting. Any action required by law to be taken at a meeting of the Board of Directors or any of its committees, or any action which may be taken at a meeting of the Board of Directors or any of its committees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors members or committee members.

ARTICLE 5

Officers

Section 5.1. Officers. The officers of the corporation shall be a Chair, a Vice Chair, a Fiscal Officer and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors . No two or more offices may be held by the same person.

Section 5.2. Election and Term of Office. The officers of the corporation shall be elected every year by the Board of Directors from among its Regular members prior to the beginning of the fiscal year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and qualified.

Section 5.3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 5.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.5. Chair. The Chair of the Board of Directors shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the Members and the Board of Directors. He or she may sign, with any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases when the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.6. Vice Chair. In the absence of the Chair or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board of Directors.

Section 5.7. Fiscal Officer. The Fiscal Officer shall be responsible to act with the Third Party Administrator as directed by the Board of Directors to carry out The Board of Directors fiscal policies and procedures.

Section 5.8. Third Party Administrator. The Third Party Administrator shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 7 of these By-Laws; and in general perform such other duties as from time to time may be assigned to him by the Chair or by the Board of Directors. The Third Party Administrator shall keep the minutes of the meetings of the Members, the Board of Directors, and any committees of the Board of Directors, in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member and each representative of each Member which shall be furnished to the Third Party Administrator by each Member. The Third Party Administrator shall be bonded in an amount determined by the Board of Directors.

ARTICLE 6 Committees

Section 6.1. Committees of the Board of Directors. The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more The Board of Directors members, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation;

or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee or doing any act in conflict with the duties of the Board of Directors as set forth in the Agreement. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual The Board of Directors member, of any responsibility imposed upon it or him or her by law.

Section 6.2. Other Committees. Other Committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Board of Directors members present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be representatives of Members of the corporation, and the Chair of the corporation shall appoint the members thereof. Any member thereof may be removed by the

person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 6.3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Members of the corporation and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 6.4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 6.5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

ARTICLE 7 Administrator

Section 7.1. Appointment and Removal. The Board of Directors shall appoint and employ a Third Party Administrator of the corporation (the "Administrator"), who shall be appointed and removable by the Board of Directors pursuant to whatever employment arrangement the Board of Directors shall have agreed to with the Administrator in writing.

Section 7.2. Powers and Duties. The Administrator shall be the chief administrator of the corporation and shall have control of the administrative functions of the corporation. He or she shall carry out the orders of the Board of

Directors and shall be responsible to the Board of Directors for the efficient administration of the affairs of the corporation. The Administrator shall keep the Board of Directors fully advised of the financial condition and needs of the corporation.

Section 7.3. Compensation. The Administrator shall receive such compensation as the Board of Directors shall fix by contract or resolution.

ARTICLE 8 Indemnification

The Board of Directors Members of the corporation; its directors, officers, employees and the Administrator, its agents, directors, officers and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties as relates to the corporation;
2. Be afforded all of the privileges and immunities that attach generally to governmental officers;
3. Not be liable for, and be held harmless and defended by the corporation, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith and on behalf of the corporation;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds so long as they are invested according to the direction of the Board of Directors.

The corporation may purchase, subject to availability and cost, insurance providing coverage for The Board of Directors members and the Administrator.

The corporation shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a member of the Board of Directors, any other committee of the corporation, employee, or agent of the corporation, or the Administrator, its agents, directors, officers or employees in the furtherance of corporation business, or is or was serving at the request of the corporation as a member, director, officer, employee, agent, or trustee of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against expenses (including counsel fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action,

suit or proceeding, to the full extent permitted by applicable law. Such indemnification may, in the discretion of the Board of Directors, include advances of his or her expenses in advance of final disposition of such action, suit or proceeding, subject to the provisions of any applicable statute. This indemnification provided in this Article shall not extend to suits, claims, actions, administrative procedures or investigations brought by or at

the request of the corporation. No indemnification shall extend to any person named above in any litigation, administrative proceeding or process of any type where the corporation and the individual are opposing each other.

ARTICLE 9 Coverage Determinations and Appeal Rights

Section 9.1. Coverage Determinations. All coverage's are limited to those coverage's provided through the corporation as identified in Section 3.4.3 of the Agreement. The Administrator, acting on behalf of the corporation, shall make all initial coverage determinations as respects the corporation's self retention or deductible under the jointly purchased policy or policies of insurance. Such determinations shall be made according to the procedures set forth in this Article and subject to the right of appeal set forth in Section 9.2. Such determination shall be made after appropriate consultation with the corporation's insurance carrier.

- (a) Upon receiving notice of a claim or a Summons and Complaint against a Member and/or persons requesting coverage (the "Covered Party"), the Administrator shall, within forty-five (45) days or such other reasonable time as agreed after receipt of said notice, make an initial coverage determination.
- (b) Upon making a coverage determination, the Administrator shall notify the Covered Party of the determination in writing. If the claim or complaint may exceed the corporation's self retention or deductible, the Administrator shall inform the Member or Covered Party of that determination.
- (c) The written coverage determination shall address the following issues:
 - (1) Whether the corporation will provide the Covered Party legal counsel for defense of the Summons and Complaint.

- (2) Whether the corporation is reserving any rights to make subsequent coverage determinations.
 - (3) Whether the corporation is denying coverage for the claims made in the claim or Summons and Complaint under review. In the event that coverage is denied, the Administrator shall inform the Covered Party in writing of the appeal process contained in Section 2 of this Article.
- (d) In the event that the Administrator determines that the Association should (1) reserve its rights to make subsequent coverage determination, or (2) determines that coverage should be denied, then the written notice shall also state the reasons for any such reservation or denial.
- (e) In the event that a final coverage determination cannot be made by the Administrator until after the facts of the claim or Complaint are determined in a legal proceeding, the Administrator shall make a final coverage determination within sixty (60) days or such reasonable time as agreed after the final disposition of the legal proceeding is provided to the Administrator. The determination shall be provided in writing to the Covered Party and shall contain the information required by Sections 9.1(c) and 9.1(d).
- (f) All written determinations by the Administrator shall be deemed final and binding upon all parties unless the Covered Party files a timely notice of appeal with the Board of Directors in the manner specified in Section 9.2. The determination of the Administrator is only binding upon the corporation and relates only to the self retention or deductible in place at that time under the policy of insurance which insures the Association. The determination of the Administrator is not binding upon the carrier who insures the Association. Covered Parties are required to resolve coverage disputes with the insurance carrier pursuant to the terms of the policy issued by that carrier.

If a claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense, then the Administrator shall not be entitled to make a determination of coverage. In those instances, all determinations of coverage shall be made in accordance with the terms of the insurance policy issued by the Association's carrier.

The Covered Party shall deal with that carrier through the Administrator's office unless otherwise instructed by the Administrator. The provisions of this Article shall not apply in those instances where the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense.

In those instances if a Covered Party or Member has requested a coverage determination, the Administrator shall notify the Covered Party or Member in writing that the Administrator has determined he or she may not issue a determination of coverage and refer the requesting party to the terms of the policy of insurance for resolution of coverage issues.

- (g) The Administrator shall not be obligated to make any coverage determinations until a claim or a Summons and Complaint has been served upon the Covered Party and until the Administrator has received notice thereof. However, the Administrator shall issue tentative written coverage determinations before a Summons and Complaint has been filed upon the written request of the Covered Party. If the Administrator makes a tentative coverage determination, he or she shall remain obligated to provide a subsequent final written coverage determination after a Summons and Complaint has been served and the Administrator has received notice thereof, as provided in Sections 9.1(a), (b), (c), (d), (e) and (f).

Section 9.2. Appeal. Any written determination made by the Administrator pursuant to Section 9.1(c) and (d) denying coverage to a Covered Party shall be final, as provided in Section 9.1(f), unless the procedures for appeal, provided hereafter, are followed by the Covered Party. The following appeal procedures shall apply in those cases where the Administrator has not determined the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense. There is no appeal from a determination of the Administrator that the claim or Complaint is of such an amount or magnitude that the claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense.

- (a) Any Covered Party aggrieved by the Administrator's written coverage determination may appeal the decision to the Board of Directors. The appeal must be initiated by the Covered Party within thirty (30) days following receipt of the Administrator's written determination.

If an appeal is not initiated within thirty (30) days, as provided herein, the Covered Party shall be deemed to have waived any further right to appeal the decision of the Administrator.

- (b) An appeal is deemed initiated for purposes of this Article when the Covered Party, or his, her, or its legal representative, serves a written Notice of Appeal upon the Administrator or upon the Chair of the corporation. The written Notice of Appeal shall include the following information:
 - (1) The name of the Covered Party initiating the appeal.
 - (2) A brief statement identifying the subject of and basis for the appeal. A copy of the Administrator's written determination should be attached to the Notice of Appeal.
 - (3) The signature of the Covered Party initiating the appeal or the signature of the Covered Party's legal representative.
- (c) Within thirty (30) days, or such time as is agreed, after an appeal has been initiated, a meeting of the Board of Directors shall be convened by the Chairman of the Board of Directors to hear the appeal. Notice of the date set for hearing of the appeal by the Board of Directors shall be sent to the Covered Party not later than fifteen (15) days prior to the date set for the hearing. The Chair of the Board of Directors shall have the authority to set hearing dates for the appeal and to grant continuances where good cause is shown.
- (d) The hearing by the Board of Directors may occur when a quorum of the Committee, pursuant to Section 4.6, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the appeal hearing shall be as provided in Sections 4.6 and 4.7. However, members of the Board of Directors shall abstain from participating or voting in any appeals involving a Member with which they are affiliated.
- (e) The hearing of the Board of Directors on the appeal shall proceed as follows:
 - (1) The Chair of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 - (2) The Covered Party or his, her, or its legal representative, if any, shall begin the proceeding with an explanation of the basis for the appeal.

The Covered Party shall present to the Board of Directors all evidence, testimony, argument and legal authority relevant to and in support of the appeal. Thereafter, the Administrator and/or corporation's legal representative may present all evidence, testimony, argument and legal authority relevant and in opposition to the Covered Party's position. Each side shall be provided an opportunity to present rebuttal evidence and argument.

- (3) Following the presentation of evidence, testimony, argument and legal authority, the Board of Directors may retire into executive session to discuss consideration of the appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to decide the appeal. The Board of Directors

may vote to uphold the decision of the Administrator or to modify or reverse the decision of the Administrator. The decision of the Board of Directors shall be reduced to writing and signed by the Chairman of the Board of Directors and a copy thereof sent to the Covered Party within seven (7) days following the final decision of the Board of Directors.

- (4) The Chair may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- (f) A final decision of the Board of Directors denying the Covered Party the full relief sought shall not preclude the appealing party from seeking judicial review of the Administrator's and/or the Board of Directors's coverage determination. However, no Covered Party may maintain any lawsuit or complaint against the corporation alleging any improper or incorrect coverage denial unless the Covered Party has first exhausted the appeal procedures provided herein. Exhaustion of these appeal procedures shall be a condition precedent to any subsequent legal action or suit by a Covered Party.

ARTICLE 10

Conflict of Interest and Appearance of Fairness Procedure

All Members of the corporation, the Board of Directors, and its committees, shall exercise every effort to avoid conflicts of interest, or the appearance thereof, in their actions relating to the corporation. Any person who has a personal interest in any matter before the Board of Directors or one of its committees which would tend to prejudice his or her action shall so indicate

publicly and may abstain from the deliberations and voting on such matter.

ARTICLE 11 Contracts, Checks, Deposits and Funds

Section 11.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 11.2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Administrator and countersigned by the Board of Directors Chair, The Board of Directors Vice Chair or Fiscal Officer of the corporation.

Section 11.3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select and as are allowed by the laws of the State of Washington.

Section 11.4. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

Section 11.5. L&I Retro. Pursuant to the authority granted the Association in the Agreement, the Board of Directors may elect to avail itself of the State of Washington, Department of Labor and Industries, Risk Management Services on behalf of those members of the Association electing to participate in programs offered by that agency. Association participation in such risk management services and programs may include participation in a group retrospective rating scheme as approved by the Board of Directors. Association participation in such risk management services or programs shall be on the basis that all Members are entitled to participate if they so elect. The election of any Member not to participate in such risk management services or programs shall not prohibit the expenditure of Association funds in connection with such services and programs as approved by the Board of Directors.

ARTICLE 12
Certificates of Membership

Section 12.1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Committee. Such certificates shall be signed by the Chair or Vice Chair and by the Administrator and shall be sealed with the seal of the corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 12.2. Issuance of Certificates. When a Member has been selected to membership and has paid any fee for the unencumbered fund balances and other charges that may then be required, a certificate of membership shall be issued in its name and delivered to it by the Administrator, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 12.1.

ARTICLE 13
Books and Records

The corporation shall keep complete books and records of account and shall also keep minutes of the proceedings of its Members and Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected by any Member, or its attorney, for any proper purpose at any reasonable time.

ARTICLE 14
Fiscal Year

The fiscal year of the corporation shall be from December 1 through November 30 of the next calendar year, or as set by resolution of the Board of Directors.

ARTICLE 15
Seal

The seal of this corporation shall consist of the name of the corporation, the state of its incorporation, and the year of its incorporation.

ARTICLE 16
Waiver of Notice

Whenever any notice is required to be given under the provisions of the Washington Non-Profit Corporation Act or under the provisions of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 17
Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Board of Directors members present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend, or repeal or to adopt new By-Laws at such meeting.

Adopted by the Board of Directors on July 15, 2003.

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THE CITIES INSURANCE ASSOCIATION OF WASHINGTON

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BY-LAWS

OF

CITIES INSURANCE ASSOCIATION

OF WASHINGTON

RESOLUTION NO. 17-005

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring real property located at 3120 South 176th Street surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement with 176th SeaTac, LLC, for its disposal.

WHEREAS, the City owns certain real property located at 3120 South 176th Street International Boulevard (King County parcel number 2823049185), which is also referred to as the “Williams Property”; and

WHEREAS, the City Council has determined that it has no current or future need for the property, and the property is surplus to the City’s needs; and

WHEREAS, the City received an offer for the property at \$750,000; and

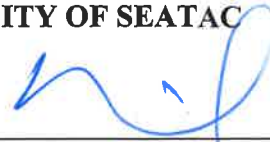
WHEREAS, the City Council desires to sell the property to the 176th SeaTac, LLC, pursuant to a purchase and sale agreement; and

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

1. The City Council hereby declares the City-owned real property located at 3120 South 176th Street (King County parcel number 2823049185) and surplus to the needs of the City.
2. The City Manager is authorized to execute a purchase and sale agreement with 176th SeaTac, LLC, in substantially similar form as attached hereto as Exhibit A.
3. The City Manager is authorized to execute any additional documents necessary to effectuate the sale.

PASSED this 28th day of March, 2017 and signed in authentication thereof on this 28th day of March, 2017.

CITY OF SEATAC

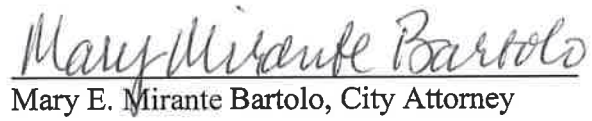


Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Sale of Williams Property]

**PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”), made as of the Effective Date (as defined below), by and between 176th SeaTac, LLC, (“**Buyer**”), and the **City of SeaTac**, a Washington Municipal Corporation (“**Seller**”).

RECITALS

- A. Seller is the owner of certain real property located at 3120 S. 176th Street (King County parcel number 2823049185), in SeaTac, King County, Washington and legally described in Exhibit A (the “**Real Property**”).
- B. Pursuant to the terms and conditions hereof, Seller desires to sell and convey to Buyer, and Buyer desires to purchase from Seller, approximately 22,688 square feet (0.52 acres) of Property (hereinafter defined).
- C. The Property is currently unimproved.
- D. The Seller has determined that it has no current or future need for the Property, that it has declared the Property surplus to its needs, and that it has approved of the sale of the Property on the terms and conditions of this Agreement and pursuant to Washington State law.
- E. In connection with this Agreement, the parties desire to set forth in writing all of the terms, conditions and agreements upon which Seller shall sell and Buyer shall purchase the Property and otherwise consummate the transactions contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and incorporated as if fully set forth below and further covenant and agree as follows:

1. INCORPORATION. The above recitals and all Exhibits referred to in this Agreement are incorporated into and made a part of this Agreement.
2. PURCHASE AND SALE. In consideration of and on the terms and subject to the conditions herein set forth, Seller agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller’s right, title and interest in and to the Real Property, together with all rights, appurtenances, hereditaments, buildings and improvements thereon and relating thereto, subject only to the Permitted Exceptions (hereinafter defined), including, without limitation all development rights and air rights, all improvements and fixtures, and other services or activities, located on the Real Property (collectively, the “**Property**”)

3. PURCHASE PRICE. Subject to the conditions hereinafter set forth, Buyer shall pay to Seller, as the purchase price for the Property, the price of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the Property as follows:

a. Fifty Thousand and 00/100 Dollars (\$50,000.00) earnest money deposit (together with all interest thereon, the "**Earnest Money**") to be deposited with Chicago Title Company, 701 5th Avenue, Suite 2300, Seattle, Washington, 98104 Attn: Kelly Molitor ("**Escrow Agent**") within three (3) business days after execution and delivery of this Agreement by both Buyer and Seller. The Earnest Money shall be placed in an interest-bearing account at a federally insured bank and shall be held in accordance with this Agreement; and

b. The balance shall be payable in cash or wired funds on the Closing Date (hereinafter defined).

4. EARNEST MONEY. The Earnest Money and any accrued interest shall be applied to the purchase price unless forfeited to the Seller in accordance with the terms of this Agreement. The Earnest Money shall be placed in an interest bearing account at a federally insured bank and shall be held in accordance with this Agreement. Any interest shall go to the benefit of the party entitled to the Earnest Money at Closing or other termination of this Agreement.

5. TRANSFER DOCUMENTS. At Closing, Seller shall transfer title to the Real Property by, statutory warranty deed in the form attached hereto as Exhibit B (the "**Deed**"), in recordable form, with state deed tax or other transfer taxes to be paid by Seller, conveying to Buyer good and marketable fee simple after-acquired title to the Real Property subject only to the exceptions listed in the Title Evidence (hereinafter defined) approved or deemed approved by Buyer pursuant to Section 8 ("**Permitted Exceptions**").

6. POSSESSION. Seller shall deliver possession of the Property to Buyer as of the Closing Date.

7. SURVEY. Seller shall provide Buyer within thirty (30) business days of the Effective Date a current, complete and certified ALTA survey (the "**Survey**") in an AutoCAD file format. The Survey shall include at a minimum a certified plat, a legal description of the Real Property subject to sale under this Agreement, the location of the Access Easement, topography, easements, curb structures, known existing utility locations including the size, inverts and rims for sanitary storm sewers. The Survey shall also include any other information reasonably requested by the Buyer, its lender, if any, and the Title Company. Topographic information shall extend at least fifty (50) feet beyond the perimeter property line in all directions, and shall include the full width of all adjacent streets or roadways, except for controlled access highways. The cost of the survey will be paid by the Seller.

8. TITLE EVIDENCE. Within thirty (30) business days after the Effective Date, Seller shall, at its expense, furnish to Buyer a current commitment for an Owner's Policy of Title Insurance issued by Chicago Title Company (the "**Title Company**"), together with legible copies of all documents, maps and plats referenced therein, in the amount of the Purchase Price (the "**Title**

Evidence”). At the Closing, Seller shall cause the Title Company to deliver to Buyer an ALTA Standard Coverage Owner’s Policy of Title Insurance (the “**Title Policy**”) issued by the Title Company, dated as of the Closing Date, in the amount of the Purchase Price insuring Buyer as owner of fee simple title to the Real Property, subject only to the Permitted Exceptions and with such endorsements requested by Buyer.

Buyer shall have a period of twenty (20) business days after the latter of: 1) receipt of all of the Title Evidence or 2) receipt of an ALTA Survey (“**Title Review Period**”) to examine the same and to give Seller written notice objecting to any matter reflected therein (“**Title Objection Notice**”). In the event Buyer fails to notify the Seller within said Title Review Period of any such disapproval of the matters disclosed by Buyer’s review of the Title Evidence, the state of title to the Real Property shall be deemed approved. If any objections are so made, the Seller shall use best efforts to cure all such title objections within thirty (30) days after receipt of the Title Objection Notice and pending cure of title the Closing shall be postponed. If such objections are not curable within thirty (30) days after Seller’s receipt of the Title Objection Notice, or if the same are not in fact cured within said thirty (30) days for any reason, then Buyer may, at its option, either (a) terminate this Agreement by notice to Seller and Escrow Holder, in which case all Earnest Money paid by Buyer to Seller hereunder shall be promptly refunded to Buyer and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof, or (b) waive the objections and proceed to Closing. If Buyer fails to give timely notice electing either alternative (a) or (b), Buyer shall be deemed to have elected alternative (a). Notwithstanding any provision contained in this Agreement, in no event shall any financial liens or encumbrances securing payment of private debts (other than current taxes and assessment not yet due and payable and items created by Buyer) be deemed to be Permitted Exceptions to title, and any financial liens and encumbrances securing payment of private debts affecting the Property (other than current taxes and assessments not yet due and payment and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller. For purposes of this Agreement, Permitted Exceptions shall be defined as: ad valorem taxes not yet due and payable for the year of Closing and subsequent years; zoning ordinances and all other laws, rules, regulations and ordinances of any governmental authorities having jurisdiction over the Property; and any easements, restrictions or other matters appearing in the Title Commitment or on the Survey which have been approved or deemed approved by Buyer, or which have been waived by Buyer pursuant to this Section 8.

9. PRORATIONS; TAXES. All non-delinquent real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes or assessments on the Property shall be paid at Closing from funds accruing to Seller. All payments relating to taxes and assessments which are due and payable prior to the Closing Date shall be paid at the Closing. All payments relating to taxes and assessments which are due and payable after the Closing shall be paid, and/or assumed, by Buyer.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes the following representations and warranties to Buyer as of the Effective Date and as of the Closing Date:

- a. Authority. Seller is a Municipal Corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has all necessary power and authority to conduct its business as it is now being conducted. Seller is the owner of

good and marketable after-acquired title to the Property, and has all necessary power and authority to enter into this Agreement and convey the Property to Buyer. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to execute this Agreement and consummate the transaction contemplated hereby on behalf of the Seller.

b. Enforceability. This Agreement, and upon their due execution and delivery all Seller Closing Documents, constitutes the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

c. Violations. Seller has received no written notice of any violations of law, federal, state, county, municipal or other governmental agency regulations, orders or requirements relating to the Property. To the best of Seller's actual and constructive knowledge, Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property which have not been cured. Seller agrees that, if any such notice is received by Seller at any time prior to Closing, then Seller shall notify Buyer of such notice of violation and, at Buyer's request, provide a copy of such notice of violation, in writing, to Buyer. Should Seller receive such notice of violation, it must cure such default or breach contained in the notice within thirty (30) days after receipt of the notice. The Closing Date shall be extended until such time Seller has cured the default or breach.

d. Litigation. There is no known litigation, suit, arbitration, mediation, proceeding, claim or investigation, including any environmental, zoning or land use regulation proceeding, pending or threatened, against Seller or relating to any aspect of the Property which might create or result in a lien on or otherwise adversely affect the Property or any part thereof or interest therein.

e. Other Documents. Neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, Seller's organizational documents, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document to which Seller is a party or by which the Property is bound.

f. Condemnation. Seller has not received any written notice from any governmental authority of, and has no knowledge of, any pending or threatened proceedings in eminent domain which would adversely affect all or any portion of the Real Property.

g. Foreign Person Affidavit. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

h. Wells, Underground Storage Tanks, and Sewage Treatment. To the best of Seller's actual and constructive knowledge, there are currently no wells, underground storage tanks, or individual sewage treatment systems located on or serving the Real Property, **however Buyer shall be responsible for investigation of such facts.**

i. Leases. As of the Closing Date, there will be no leases affecting any part of the Real Property.

- j. Construction Contracts. Seller has not entered into any written or oral contracts with regard to construction of improvements on the Real Property which have not been fully paid for or which shall not be fully paid for as of Closing.
- k. Complete and Accurate Information. To the best of Seller's actual and constructive knowledge, the information supplied or made available to Buyer pursuant to Section 11 hereof is complete and materially correct.
- l. Assumed Contracts. As of the Closing Date, there will be no other contracts affecting any part of the Real Property.
- m. Collective Bargaining. Seller is not a party to any collective bargaining, labor or other agreements with any union affecting the Property and will not, unless otherwise required by applicable law, enter into any such agreement prior to the Closing without Buyer's prior written approval.
- n. Utilities. Water and sanitary sewer service are available to the property by local service providers..
- o. Hazardous Materials. To the best of Seller's actual knowledge there are no hazardous substances or any contaminants or pollutants of any kind or nature in, on, under, about or emanating from the property, including but not limited to petroleum or asbestos.
- p. Charges or Fees. Seller has paid (except to the extent prorated at Closing) all surface water management fees or any other charges attributable to the period prior to Closing which, if not paid, could constitute a lien on the Property or for which Buyer may be held liable for after Closing.
- q. Possession by others. There are no known parties or trespassers in possession or that have a right to possession of the Property at the time of mutual execution of this Agreement.
- r. Interest in Property. No person or entity other than Buyer has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein.

These representations and warranties shall survive for a period of three hundred and sixty-five (365) days after the Closing Date (the "**Survival Period**"), and written notice of any claim by a party for a breach of such representation and warranty must be delivered to the other party within such time period or shall be time barred.

11. APPROVAL OF DOCUMENTS. Seller shall, as soon as possible after the execution of this Agreement, and in any event no later than ten (10) business days after the Effective Date and

delivery of the Earnest Money by Buyer, supply to Buyer for its review and approval any and all documents and information pertaining to the ownership, maintenance and/or operation of the Property within Seller's possession, under Seller's control or readily available to Seller, (collectively, the "**Due Diligence Items**") including, without limitation, the following:

- a. Copies of any existing leases, Property Agreements, or other existing contracts relating to the Property and written summaries of any verbal agreements for the supplying of equipment and/or services to the Property;
- b. Copies of any building plans and specifications of the improvements of the Real Property, if any;
- c. Copies of any existing reports, studies or other information in Seller's possession or control regarding the environmental condition of the Real Property, including Phase 1 environmental reports, and studies regarding asbestos, lead-based paint or storage tanks located on the Real Property;
- d. Copies of previous and current real estate tax statements;
- e. Copies of any owner's title policy; and
- f. Any surveys of the Real Property (including any surveys conducted by the Seller in accordance with Section 7 of this Agreement which can be provided once complete).

In the event that this transaction is not closed for any reason, then Buyer shall return the foregoing documents provided by Seller hereunder to Seller.

Seller disclaims any responsibility for the accuracy of any information contained in the Due Diligence Items, whether listed above or otherwise provided to the Buyer. Buyer acknowledges that it uses any Due Diligence Items at its own risk.

12. DUE DILIGENCE PERIOD/INSPECTION. Buyer shall have the right during a period commencing on the Effective Date hereof and ending ninety (90) calendar days (the "**Due Diligence Period**"), to examine the Due Diligence Items, to enter upon the Property from time to time and, at Buyer's sole cost, expense and risk, to examine and inspect the same, and conduct tests and examinations with regard thereto (including soil borings, additional surveys, appraisals, environmental testing etc.), provided that Buyer's activities do not unreasonably interfere with the Seller's use of the Property. The Due Diligence Period shall be extended on a day-for-day basis for each day that Seller delays in delivering the Due Diligence Items to Buyer if such an extension is requested in writing by the Buyer. However, in no event shall the Due Diligence Period be extended more than one-hundred twenty (120) calendar days without consent of the Seller. Buyer and Seller shall, at the request of Buyer, arrange a mutually agreeable time(s) for the conducting of such inspection(s). **Buyer agrees to indemnify, defend, and hold harmless the Seller and Seller's officers, employees, and agents from any and all damages, liability, liens, claims, causes of action or expenses, including attorney's fees, relating to or arising from the activities of Buyer or anyone acting on Buyer's behalf on the Property prior to the Closing**

Date. Buyer shall promptly restore the Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by or on behalf of Buyer. The indemnity and repair obligations of Buyer shall survive the Closing of this transaction or the termination of this Agreement, regardless of the cause of termination.

At its sole discretion, for any reason or no reason, Buyer may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Due Diligence Period, whereupon this Agreement shall be null and void and Escrow Agent shall return to Buyer any Earnest Money paid by Buyer hereunder and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof. If Buyer does not terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters pertaining to the Property and Thirty Thousand Dollars (\$30,000) of the Earnest Money deposit will become non-refundable. Buyer and its contractors, lenders, consultants, representatives and agents may enter the Property from time to time, on mutually agreeable times for Seller and Buyer, to inspect the Property, and shall not be unreasonably withheld by the Seller.

To the maximum extent permitted by RCW 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement as provided for in RCW 64.06 (the "Seller Disclosure Statement"). Seller and Buyer acknowledge that Buyer cannot waive its right to receive the environmental section of the Seller Disclosure Statement (which is contained in Section 6 of the form). Seller will provide the same, with only such environmental section completed by Seller, to Buyer within ten (10) calendar days after the Effective Date. Nothing in the Seller Disclosure Statement creates a representation or warranty by Seller, nor does it create any rights or obligations in the parties except as set forth in RCW 64.06, as amended. Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, subject to the terms of this Agreement, and Seller may not have Knowledge (defined below) of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that the Seller Disclosure Statement is not part of this Agreement, Seller has no duties to Buyer other than those set forth in this Agreement, including delivery of the completed environmental section of the Seller Disclosure Statement, Buyer has no independent cause of action under the Seller Disclosure Statement and, specifically and without limitation, Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies or omissions on the Seller Disclosure Statement.

For purposes of this Agreement, "knowledge" means the knowledge of Joseph Scorcio, City Manager of Seller.

13. CONDITIONS TO BUYER'S PERFORMANCE. This Agreement and Buyer's obligations to proceed to Closing are conditioned, for the sole benefit of Buyer, upon satisfaction of the following prior to the Closing:

- a. Seller's Performance. All representations and warranties of Seller hereunder shall be true, complete and accurate as of the Effective Date and as of the Closing Date, and Seller shall have performed all of its covenants, duties and obligations under this Agreement, as and when required under this Agreement.

b. Title. Title and the Title Evidence shall have been found acceptable, or been made acceptable, in accordance with the requirements of Section 8 above. The Title Company shall be prepared to issue the Title Policy, subject only to the Permitted Exceptions.

c. Inspection. Buyer shall have been provided adequate opportunity to inspect the Property and to conduct tests and examinations with regard thereto in accordance with Section 12 above, the results of which shall have been found satisfactory to Buyer in Buyer's sole discretion within the Due Diligence Period.

d. Delivery of Documents. Seller shall have delivered the Seller Closing Documents (hereinafter defined) to the Escrow Agent.

14. CONDITIONS TO SELLER'S PERFORMANCE. This Purchase Agreement and Seller's obligations to proceed to Closing are conditioned, for the sole benefit of Seller, upon satisfaction of the following:

a. Buyer performing all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement.

b. Buyer shall have delivered the Buyer Closing Documents (hereinafter defined) to the Escrow Agent.

15. WAIVER OF CONDITIONS; TERMINATION.

a. Any of the conditions set forth in Section 13 may only be waived in writing by Buyer. Any of the conditions set forth in Section 14 may only be waived in writing by Seller.

b. If any of the conditions set forth in Section 13 are not satisfied or waived by the date specified, or if no such date is specified, then by the Closing Date, then Buyer may terminate this Agreement by written notice to the other party and Escrow Agent in which case all Earnest Money deposited by Buyer with Escrow Agent shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however, if the failure of any one or more of the conditions set forth in Section 15 also constitutes a default under or breach of the terms of this Agreement on the part of Seller, then the provisions of Section 23 shall control and govern the rights of the parties hereunder.

16. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER. Buyer represents, warrants, and covenants with and to Seller, as of the Effective Date and the Closing Date, as follows:

a. Authority. Buyer is duly formed under the laws of the State of Washington. Buyer has the requisite of power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been by the Closing Date, duly authorized by all necessary action on the part Buyer

and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which such Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.

b. Liens. Buyer shall not, either by act or omission, permit, create, assume, incur or suffer to exist any encumbrance, lien (including, without limitation, mechanic's liens), covenant, condition, easement, restriction, reservation, development agreement, assessment agreement, special assessment, mortgage, lease, pledge, security interest, or other encumbrance upon the Property prior to the Closing.

c. Purchaser agrees that it will perform examinations and investigations of the Property prior to the expiration of the Feasibility Period, and that Purchaser will rely solely upon such examinations and investigations in purchasing the Property. Except for the representations and warranties expressly provided in this Contract, Purchaser agrees (i) that it is purchasing the Property on an "As Is" basis and based on its own investigation of the Property and based upon Purchaser's own judgment; (ii) that Purchaser assumes all risks as to condition, quality, and performance of the Property; (iii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "**Seller's Representatives**") have made any warranty, representation, affirmation, promises, or guarantee, express, implied or statutory, written or oral, concerning the Property or any of the improvements located thereon or therein; and (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or absence of any latent defect, subsurface soil condition, any environmental conditions, including but not limited to hazardous substances, oil, gas, hydrocarbons, and toxic waste, or any other matter pertaining to the physical condition (including but not limited to title, mapping, grading, construction, or otherwise) of the Property.

d. EFFECTIVE UPON THE CLOSING, BUYER HEREBY WAIVES, RELINQUISHES AND RELEASES THE SELLER AND EACH OF THE SELLER REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY AND EVERY KIND OF CHARACTER, KNOWN OR UNKNOWN, ARISING FROM OR RELATING TO THE PROPERTY OR THE TRANSACTION DESCRIBED IN THIS CONTRACT, WHICH, BUT FOR THIS RELEASE, PURCHASER COULD ASSERT OR ALLEGE AGAINST THE SELLER REPRESENTATIVES AND ANY AND ALL ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS ARISING FROM OR RELATING TO OR OTHERWISE REGARDING THE PROPERTY WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS CONTRACT. THE RELEASE CONTAINED IN THIS SUBPARAGRAPH SHALL NOT ACT TO RELEASE SELLER NOR ANY OTHER PARTY FROM ANY

OBLIGATIONS OR REPRESENTATIONS UNDER THIS CONTRACT WHICH EXPRESSLY SURVIVE THE CLOSING. THE FOREGOING WAIVER AND RELEASE SHALL SURVIVE THE CLOSING AND THE DELIVERY AND RECORDING OF THE DEED.

17. TRUTH OF REPRESENTATIONS. The representations and warranties of Buyer set forth in this Agreement shall be true on the Effective Date and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

18. APPROVALS AND PERMITS. Approval by the City of any item in its capacity as Seller pursuant to this Agreement shall not constitute a representation or warranty by Seller that such item complies with Legal Requirements and Seller assumes no liability with respect thereto. Buyer acknowledges that Seller has not made any representation or warranty with respect to Buyer's ability to obtain any permit or approval for development of the Real Property, or to meet any other requirements for development of the Property.

19. PATRIOT ACT. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

20. CONDEMNATION. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

21. PRE-CLOSING COVENANTS OF SELLER. From and after the Effective Date until the Closing Date:

a. Seller shall maintain and manage the Property in substantially the same manner as it is presently being maintained and managed, such that at the Closing Date, the Property shall be in substantially the same physical condition as on the Effective Date.

b. Seller shall keep and perform all of the material obligations to be performed under the Property Agreements.

c. Seller shall not remove any material items of the Personal Property from the Property unless the same is obsolete or is replaced by tangible personal property of equal or greater utility and value.

d. Seller shall not, without Buyer's prior written consent, take, approve or consent to any action to change any material permits or licenses of or for the Property.

e. Seller shall not, without Buyer's prior written consent, (i) change the existing zoning (if any) for the Real Property; (ii) plat or restrict the Real Property; (iii) place on or remove from the Real Property any buildings or improvements; (iv) excavate the Real Property; or (v) commence any action to protest or appeal real estate taxes payable in the year of Closing.

22. NOTICES. Any notice, demand or request which either party hereto may desire or may be required to give to the other party shall be in writing and (a) mailed by certified mail, return receipt requested, or (b) sent by a same-day courier or by an overnight carrier which provides for a return receipt, or (c) sent by electronic mail followed up by mailing of such notice by either of the methods set forth in (a) or (b) above not later than the next succeeding business day. Any such notice shall be sent to the respective party's address as set forth below or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall be deemed received and shall constitute service of notice hereunder three (3) days after the mailing thereof by certified mail or one (1) business day after the sending thereof by overnight carrier or by facsimile pursuant the terms hereof. Rejection or refusal to accept or the inability to deliver notice hereunder because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request.

Buyer: 176th SeaTac, LLC
Attn: James Cassan
2737 – 78th Ave SE., Suite 201
Mercer Island, WA 98040
Email : james@dollardevelopment.com

With Copies To:
Houlihan Law, PC
100 North 35th Street
Seattle, WA 98103
Attn: John Houlihan
Email: john@houlihan-law.com

Seller: City of SeaTac
Attn: Jeff Robinson, Economic Development Manager
4800 South 188th Street
SeaTac, Washington 98188

Email: jrobinson@ci.seatac.wa.us

With Copies To:

City of SeaTac Legal Department

Attn: Mark Johnsen, Sr. Assistant City Attorney

4800 South 188th Street

SeaTac, Washington 98188

Email: mjohnsen@ci.seatac.wa.us

Any tender, communication or notice so given shall, if personally delivered, be deemed given when delivered and shall, if delivered by registered or certified mail, be deemed given when postmarked.

23. **REMEDIES.** If Buyer terminates this Agreement by reason of non-satisfaction by Seller of one or more conditions to Closing, or if Buyer cancels this Agreement by reason of Seller's default, or if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period, all Earnest Money paid by Buyer to Seller shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder. Seller's sole and exclusive remedy for Buyer's default shall be termination of this Agreement and retention of the Earnest Money as liquidated and final damages. Notwithstanding the foregoing, this provision shall not limit Buyer's or Seller's remedies with respect to any of the indemnification provisions of this Agreement. In addition to the other rights and remedies available at law or in equity, Buyer shall **have the right to apply for and receive from any court of competent jurisdiction, equitable relief** by way of specific performance to enforce performance of the terms of this Agreement.

24. **CLOSING.** The consummation of the transaction as contemplated hereunder (the "**Closing**") shall occur on the date on which all conditions to Closing have been satisfied or waived by the party intended to be benefitted thereby ("**Closing Date**"). The Closing shall occur within ten (10) calendar days after all conditions to Closing have been satisfactorily completed. The Closing shall be conducted at the offices of the Escrow agent and shall occur through escrow.

25. **DELIVERIES BY SELLER AT CLOSING.** On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent the following items ("**Seller Closing Documents**"):

- a. The Deed, in recordable form, duly executed and acknowledged by Seller.
- b. A standard form Seller's Affidavit, duly executed by Seller and completed without exceptions for bankruptcy, judgments, tax liens, mechanic's liens, parties in possession (other than tenants in possession under existing leases) and other unrecorded contracts, other than the Property Agreements accepted by Buyer.
- c. Certified copy of corporate resolutions authorizing the sale and transfer of the Property and designating the officer(s) authorized to sign on behalf of the Seller.

- d. An affidavit of non-foreign status, duly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- e. A certificate dated as of the Closing Date and executed by Seller certifying that the representations and warranties are true as of the Closing Date.
- f. All Property Agreements, Plans, Licenses and Permits, and Warranties.
- g. All other agreements, documents and instruments necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Buyer.

26. DELIVERIES OF BUYER AT CLOSING. On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent the following items ("**Buyer Closing Documents**"):

- a. The Purchase Price, less the Earnest Money.
- b. All other agreements, instruments and documents necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Seller.

27. BROKERS. Seller and Buyer represent each to the other that each has had no dealings with any broker, finder or other party concerning Buyer's purchase of the Property. Seller agrees to indemnify and hold Buyer harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Buyer as a result of any claim arising out of the acts of Seller for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with Seller. Buyer agrees to indemnify and hold Seller harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Seller as a result of any claim arising out of the acts of Buyer for a commission, finder's fee or similar compensation or made by any broker, finder or any party who claims to have dealt with Buyer. The indemnities contained in this Section shall survive the Closing or the termination of this Agreement.

28. LITIGATION EXPENSES. If either party shall initiate any litigation or other legal action hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for any and all costs, including without limitation attorneys' fees, incurred by the prevailing party in connection with such legal action. In the event the Seller is represented by public attorneys in such actions, such attorneys' fees shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle, King County, Washington.

29. ENTIRE AGREEMENT. This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties, including any "letter of intent," "letter of understanding," or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

30. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Venue for any dispute arising out of this Agreement shall be King County Superior Court, Maleng Regional Justice Center.

31. NO PERSONAL LIABILITY. Buyer acknowledges that this Agreement is entered into by Seller as a municipal corporation and Buyer agrees that no individual officer, Council Member, employee or representative of Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

32. TERMINATION FOR FAILURE OF CONDITION. If any of the conditions set forth herein are not satisfied or waived by the date provided in such condition, the party entitled to benefit of such condition shall have the right to terminate this Agreement and the escrow provided for herein by giving written notice of such termination to the other party and to Escrow Holder. In the event of such termination, all escrow and title charges shall be divided equally between the parties and this Agreement will be of no further force and effect and the parties shall have no further liability except as expressly set forth in this Agreement for matters expressly stated to survive termination of this Agreement and in the Access Agreement. All documents delivered to Escrow Holder shall be returned to the depositing party, the Deposit shall be returned to Buyer and Buyer shall return to Seller all due diligence items delivered by Seller to Buyer.

33. ASSIGNABILITY. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, Buyer may, without Seller's prior written consent, assign its rights and obligations under this Agreement to an entity which is owned or controlled by or is under common control with the Buyer. Any assignment in violation of the terms hereof shall be null and void and of no force or effect. In no case shall any assignment release Buyer from liability hereunder through the Closing; it being agreed that, upon the Closing in the manner contemplated herein by a permitted assignee, neither Buyer nor their respective affiliates shall have any further obligations or liability to Seller pursuant to this Agreement. Subject to this Section 33, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

34. OFFER TO PURCHASE. The execution and delivery of this Purchase Agreement by Buyer, to Seller, constitutes an offer by Buyer to purchase the Property, on the terms and subject to the conditions as herein set forth. Such offer shall automatically terminate, without notice to Seller, if Seller fails to sign this Purchase Agreement by 4:00 p.m. Pacific Time on April 3, 2017.

35. PARTIAL INVALIDITY. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

36. TIME PERIODS. If any date herein set forth for the performance of any obligations by Seller of Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Washington. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

37. TIME OF ESSENCE. Seller and Buyer agree that time shall be of the essence of this Agreement.

38. COSTS AND EXPENSES. Except as provided elsewhere in this Agreement, Seller shall pay: (a) the premium for the standard coverage portion of the Title Policy, (b) one-half (1/2) of all escrow fees and costs and one-half (1/2) of the cost of recording the Deed, and (c) the costs of the Survey, (d) Seller's share of prorations.

Except as provided elsewhere in this Agreement, Buyer shall pay: (e) the premiums for the extended coverage portion of the Title Policy, additional title insurance coverage or endorsements and the Lender's Title Policy (if applicable), (f) one-half (1/2) of all escrow fees and costs and one-half (1/2) of the cost of recording the Deed, (g) any other recording charges (other than for the Deed), and (h) Buyer's share of prorations.

Because Seller is a public entity, no excise tax will be due on the sale. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants. The Property is currently exempt from property taxes, so there are no taxes (except surface water management charges) to prorate. All property taxes and assessments arising from and after Closing shall be the sole responsibility of Buyer. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the City of SeaTac, King County, Washington.

39. ADDITIONAL PROVISIONS.

- a. Seller represents that, except as set forth and identified in this Agreement, Buyer shall receive possession and control of the Property free and clear of any encumbrances.
- b. An allocation of the assets included in the Purchase Price shall forthwith be as mutually agreed upon by the Seller and Buyer by the end of the Due Diligence Period. In the event said allocation is not agreed upon, Buyer and Seller shall determine their own allocation in a reasonable and fair method.

40. INTERPRETATION. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

41. COUNTERPARTS. This Agreement may be executed in any number of counterparts by facsimile or email signature, each of which shall be deemed to be an original, but all of which together (original or copy thereof) shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

42. EFFECTIVE DATE. The “**Effective Date**” of this Agreement shall be the date on which it is last signed by Seller and Buyer.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE FOLLOWING ARE THE SIGNATURE, NOTARY, AND SCHEDULE PAGES.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

City of SeaTac
a Washington Municipal Corporation

By: _____
Its: _____

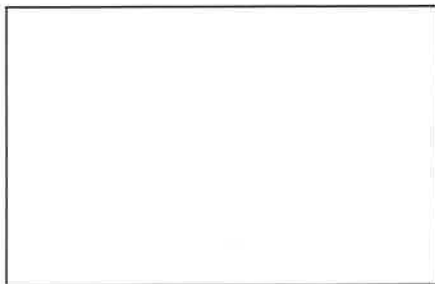
176th SeaTac, LLC
(a Washington company)

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



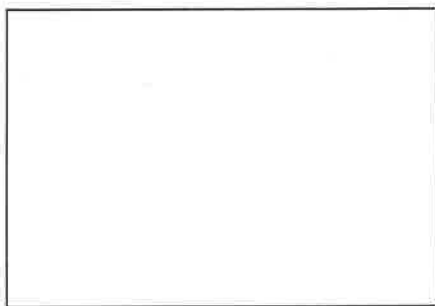
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she 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: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My appointment expires _____

EXHIBIT A

Property Legal Description

(An ALTA survey to be completed within 20 business days of the execution of this agreement to verify actual legal description.)

Parcel Number 2823049185:

NLY 250 FT OF SLY 292 FT OF E 1/2 OF SE 1/4 OF SE 1/4 LESS W 515 FT LESS SLY 185 FT OF EASTERLY 88 FEET -- AKA LOT A OF KC LOT LINE ADJSUTMENT APPLICATION NO 480059 APPROVED MAY 8, 1980 -- LESS E 20 FT OF N 105 FT OF S 290 FT OF SE 1/4 OF SE 1/4

This is the Exhibit A to that certain Purchase Agreement dated _____, 2017.

EXHIBIT B

Form of Deed

After Recording Return To:

Attn: _____

STATUTORY WARRANTY DEED

GRANTOR: CITY OF SEATAC, A WASHINGTON MUNICIPAL CORPORATION

GRANTEE: _____

Abbreviated Legal Description:

[TO BE DETERMINED AFTER ALTA SURVEY]

Additional legal on Page _____.

Assessor's Tax Parcel ID#: _____

THE GRANTOR, CITY OF SEATAC, a Washington municipal corporation, for and in consideration of ten dollars (\$10) in hand paid, bargains, sells and conveys to the Grantee, _____, the following described real estate situated in the County of King, State of Washington.

See Exhibit A attached hereto.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____, 2017.

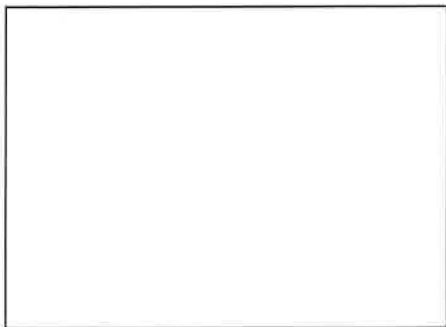
CITY OF SEATAC, a Washington
municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My appointment expires _____

This is the Exhibit B to that certain Purchase Agreement dated _____, 2017.

RESOLUTION NO. 17-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, ENCOURAGING DICK'S DRIVE-IN TO OPEN ITS SEVENTH RESTAURANT WITHIN THE CITY OF SEATAC.

WHEREAS, Dick's Drive-In is a well-known restaurant in the Puget Sound region; and

WHEREAS, the first location opened in 1954, and the family-owned business has been a Seattle-area favorite for 63 years; and

WHEREAS, Dick's Drive-In is known for offering a classic menu featuring burgers, fries made from Pacific Northwest potatoes, soda, shakes, and ice cream; and

WHEREAS, enjoying food with friends and celebrating at Dick's after sports games, graduations, and birthdays is a tradition for many Puget Sound area residents; and

WHEREAS, through an on-line poll, a Dick's Drive-In has selected to open a restaurant in the south county area and the City of SeaTac would be proud to have Dick's Drive-In establish its seventh restaurant inside the City of SeaTac; and

WHEREAS, the restaurant would be an asset to the community as it provides high-paying job opportunities and offers \$25,000 college scholarships for employees working at least 20 hours each week; and

WHEREAS, Dick's Drive-In has been the recipient of numerous philanthropy awards, and it implemented the Change for Charity program beginning in September of 1998, allowing customers to donate extra change from their orders to several partner charities who help the homeless community; and

WHEREAS, the importance of investing in community was part of the business philosophy embraced by founder Dick Spady, and this approach is incorporated into the City of SeaTac's economic development efforts; and

WHEREAS, with the home of the next Dick's Drive-In locating within the City of SeaTac, the restaurant would provide a destination for the local residents of SeaTac, the hundreds of travelers of light rail, lodging and airport users, as well as all of the loyal customers of the greater south King County community; and

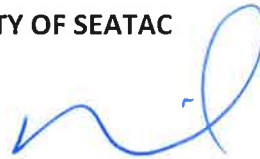
WHEREAS, it would be an honor for the City of SeaTac to welcome the seventh Dick's Drive-In location, a home in our City.

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

The City of SeaTac, Washington, supports and encourages Dick's Drive-In to open its seventh location in SeaTac. SeaTac would like to assist with Dick Spady's efforts of investing in the local community and embrace his legacy by offering a classic and affordable drive-in restaurant that serves as a destination for gatherings and celebrations for all members of the greater community.

PASSED this 17th day of April, 2017.

CITY OF SEATAC



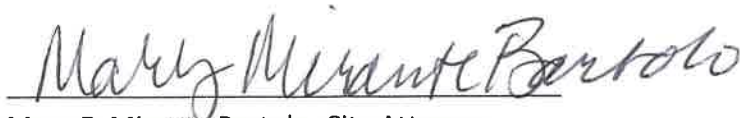
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to From:



Mary E. Mirante Bartolo, City Attorney

RESOLUTION NO. 17-007

A RESOLUTION of the City Council of the City of SeaTac, Washington fixing the time for a public hearing and for Council action on vacation of the Orillia Road Extension right-of-way.

WHEREAS, a petition for vacation of streets has been received, signed by Segale Properties, LLC the sole owner of property abutting the portion of the City street and right-of-way of the Orillia Road Extension, as shown on Exhibit "A" to this Resolution; and

WHEREAS, Section 11.05.090 of the SeaTac Municipal Code adopts the street vacation procedures of Chapter 35.79 RCW; and

WHEREAS, RCW 35.79.010 authorizes the City Council to set a public hearing date by resolution and further requires that a public hearing prior to final Council action must be fixed not less than twenty (20) days nor more than sixty (60) days after the date of passage of such a resolution; and

WHEREAS, no apparent municipal use of the said street areas continues to exist; and

WHEREAS, the City will be entitled to monetary or other consideration for the vacation; and

WHEREAS, the Council finds that a public hearing prior to consideration of final action should be placed on the agenda of the Regular Council Meeting of June 27, 2017;

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

1. A public hearing on the property owner's request for vacation of that portion of Orillia Road Extension as described on Exhibit "A" attached hereto, which is abutted by the property owner, is hereby fixed to commence at 7:00 p.m. on Tuesday, June 27, 2017, or as soon thereafter as the hearing may be held, at the Council Chambers, SeaTac City Hall, 4800 South 188th Street, SeaTac, WA 98188.

2. Notice of the public hearing shall be posted in three public places within the City and at two places near the Orillia Road Extension pursuant to RCW 35.79.020, and Petitioner shall be given notice by mail at least fifteen days before the date fixed for the hearing.

3. Following the public hearing, the City Council shall consider public comments and shall then take such action in regard to the requested vacation as may be deemed appropriate.

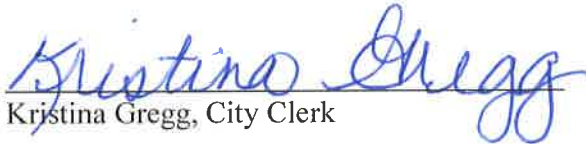
PASSED this 23rd day of May, 2017 and signed in authentication thereof on this 23rd day of May, 2017.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Street Vacation of Segale Properties, LLC]

RESOLUTION NO. 17-008

A RESOLUTION of the City Council of the City of SeaTac,
Washington amending the Council Administrative Procedures.

WHEREAS, RCW 35A.12.120 requires that the Council shall determine its own rules
and order of business and may also establish rules for the conduct of meetings and the
maintenance of order; and

WHEREAS, the City Council desires to amend its City Council Administrative
Procedures in accordance with this Resolution;

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

Section 1. The City Council Administrative Procedures is hereby amended as set forth in the
attached Exhibit A.

PASSED this 13th day of June, 2017 and signed in
authentication thereof on this 13th day of June, 2017.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Amend City Council Administrative Procedures May 2017]

EXHIBIT A

City of SeaTac

City Council

Administrative

Procedures

| Revised: Resolution No. 16-023 10/25/16.

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Section 1. Mayor and Deputy Mayor

- (A) **Chairperson - Mayor** - Per RCW 35A.13.030, biennially at the first meeting of the Council the members thereof by majority vote, shall choose a Chairperson from among their number. The Chairperson of the Council shall have the title of Mayor and shall preside at meetings of the Council. In addition to the powers conferred upon the Mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the Council. The Mayor shall be recognized as the head of the City for ceremonial purposes and by the Governor for purposes of military law. The Mayor shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law, and enforce order.
- (B) **Deputy Mayor (Mayor Pro Tempore)** - Per RCW 35A.13.035, biennially at the first meeting of the Council, the members thereof, by majority vote, shall choose one of their members as Deputy Mayor to serve in the absence or temporary disability of the Mayor. The Council may, as the need may arise, appoint any qualified Councilmember to serve as Deputy Mayor in the absence or temporary disability of the Mayor and elected Deputy Mayor.
- (C) **Councilmember** - In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

Section 2. Presiding Officer

- (A) All Meetings of the City Council shall be presided over by the Mayor, or in his/her absence, by the Deputy Mayor. If neither the Mayor nor the Deputy Mayor are present at a meeting, the Presiding Officer for that meeting shall be elected by a majority of those Councilmembers present.
- (B) In the absence of the City Clerk, the Deputy City Clerk or other qualified person appointed by the City Manager may perform the duties of the City Clerk at such meeting.
- (C) The appointment of a Councilmember as Mayor or Deputy Mayor shall not in any way abridge his/her right to vote on matters coming before the Council at such meeting.
- (D) The Mayor shall preserve strict order and decorum at all meetings of the Council. The Mayor shall state all questions coming before the Council, provide opportunity for discussion by Councilmembers, and announce the decision of the Council on all subjects. Procedural decisions made by the Mayor may be overruled by a majority vote of the Council.

Section 3. Council Committees and Representatives

- (A) The Mayor or a majority of the City Council may establish such Ad Hoc Committees as may be appropriate to consider special matters that require a special approach or emphasis. Such Ad Hoc Committees may be established and matters referred to them at Regular Council Meetings. The Mayor shall appoint Council representatives to intergovernmental Councils, Boards and Committees, including such Ad Hoc Committees.
- (B) Ad Hoc Council Committees shall consider matters referred to them. The Committee Chair shall report to the Council on the final findings of the Committee and shall provide interim status to the Council at a frequency determined by the Mayor. Committees may refer items to the Council with no Committee recommendation.
- (C) There are established the following ~~five~~ ~~four~~ (4) Standing Committees of the City Council, that shall consist of not more than three (3) members each. The Mayor shall appoint the Chairperson and the membership of each Committee. Notice of meetings times, locations, and the agenda for any Standing Committee Meeting shall be posted to ensure compliance with RCW 42.30. The Standing Committees shall consider and may make policy and legislative recommendations to the City Council on items referred to the Committee by the Mayor, the Council, or the City Manager. The Standing Committees are as follows:
- (1) **Transportation and Public Works (T&PW) Committee**, which shall consider matters related to transportation policy, transportation projects, and utility issues..
 - (2) **Administration and Finance (A&F) Committee**, which shall consider matters related to administrative and procedural issues, financial issues, human services and contracts/negotiations.
 - (3) **Land Use and Parks (LUP) Committee**, which shall consider matters related to parks, land use and development regulation issues.
 - (4) **Public Safety and Justice (PS&J) Committee**, which shall consider matters related to police and fire issues.
 - (5) **Code Compliance Committee**, which shall consider matters related to code compliance issues.
- (D) The Chair of a Council Standing Committee shall issue a status report at the next Council Meeting following the Committee Meeting.
- (E) In addition to the ~~four~~ ~~five~~ Standing Committees, the Council may create other advisory committees as appropriate.

Section 4. Meetings

- (A) **Meetings declared open and public.** All meetings of the City Council and its Committees shall be open to the public and all persons shall be permitted to attend any meeting of these bodies.
- (B) **Study Sessions.** The City Council shall hold Study Sessions on the second and fourth Tuesday of each month at 5:00 p.m. except if at any time any Study Session falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced.

Meetings will be cancelled by one of the following methods depending on purpose of cancellation:

- (1) Cancellation for any reason other than lack of a quorum or an emergency: If any Councilmember(s) requests that a Council meeting be cancelled and/or rescheduled as a Special Council Study Session for any reason other than lack of a quorum or emergency, a majority vote is required.

- (2) Lack of a quorum: While a quorum is not required to hold a meeting where voting will not take place, in most cases, the information would need to be repeated at a later date to the rest of the Council.

Therefore, in the event the City Manager and/or City Clerk are notified that a lack of a quorum (3 or fewer members in attendance) is anticipated, the meeting will:

~~(A)~~—Automatically be cancelled, and either the entire meeting will be rescheduled as a Special Council Study Session or the items will be moved to a future Council Study Session as appropriate.

- (3) ~~(B)~~—Continuation or cancellation of other types of meetings, such as workshops and special meetings without voting, may need to be determined individually based on topic(s) and participation needs.

Note: If a meeting is cancelled, public notice will be given by posting such notice at City Hall. Notwithstanding the above, there shall be no City Council Meeting on the fourth Tuesday during the months of August and December for summer and winter recess.

- (C) **Regular Meetings.** The City Council shall meet regularly on the second and fourth Tuesday of each month at 7:00 p.m. except if at any time any Regular Meeting falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced.

Meetings will be cancelled by one of the following methods depending on purpose of cancellation:

- (1) Cancellation for any reason other than lack of a quorum or an emergency: If any Councilmember(s) requests that a Council meeting be cancelled and/or rescheduled as a Special Council Meeting for any reason other than lack of a quorum or emergency, majority vote is required.
- (2) Lack of a quorum: In the event the City Manager and/or City Clerk are notified that a lack of a quorum (3 or fewer members in attendance) is anticipated, the meeting will automatically be cancelled and either the entire meeting will be rescheduled as a Special Council Meeting or the items will be moved to a future Council Meeting as appropriate.

Note: If a meeting is cancelled, public notice will be given by posting such notice at City Hall. Notwithstanding the above, there shall be no City Council Meeting on the fourth Tuesday during the months of August and December for summer and winter recess.

(D) **Special Meetings.** Special Meetings may be called by the Mayor or four Councilmembers by written notice delivered to each member of the Council and City Clerk at least 24 hours before the time specified for the proposed meeting. Legal and public notice requirements must be met by posting the appropriate notice of the Special Meeting at City Hall. See RCW 42.30.080.

(E) **Committee Meetings.** Council Committees shall meet in accordance with the following monthly schedule:

A&F Committee	First <u>and Third</u> Thursdays	3:00 p.m. – 5:00 p.m.
PS&J Committee	First Thursday	5:00 p.m. – 6:00 p.m.
Code Compliance Committee	Second Thursday	4:00 p.m. – 5:30 p.m.
T&PW Committee	Third Thursday	4:30 p.m. – 6:00 p.m.
Sidewalk Committee	<u>Advisory</u> Third Thursday	6:00 p.m. – 7:00 p.m.
LUP Committee	Fourth Thursday	5:00 p.m. – 6:30 p.m.
SeaTac—Airport Committee	<u>Advisory</u> Third Monday	6:00 p.m. – 7:30 p.m.

(F) **Continuances.** Any Hearing being held or ordered to be held by the City Council may be continued in the manner set forth by RCW 42.30.100.

(G) **Executive Sessions.** The City Council may hold an Executive Session during any City Council meeting to consider certain matters as set forth in RCW 42.30.110, or as otherwise permitted by law.

(H) **Quorum.** At all Meetings of the City Council, four members shall constitute a quorum for the transaction of business. A quorum is not required to hold a meeting where voting will not take place, such as a Council Study Session or Council workshop.

- (I) **Seating.** Members of the City Council will be seated at the Council table according to position number of Councilmembers, except that, at the Mayor's discretion, the Mayor may be seated at the center seat and the Deputy Mayor may be seated directly to the left of the Mayor.
- (J) **Minutes.** Minutes of all meetings of the Council and its Standing Committees will be included in the Regular Meeting Consent Agenda for consideration and approval. Regular Council Meetings shall be recorded and such recordings shall be maintained and kept for future reference, in accordance with the applicable records retention schedule.

Section 5. Format for Agendas for Council Meetings

- (A) The City Manager and the City Clerk will prepare a proposed agenda for all meetings of Council, which shall be approved by the Mayor or designee. After the proposed agenda has been approved, the City Clerk shall prepare the final Council packet, which shall be distributed.
- (B) The City Council shall hold Study Sessions in order to address City business in advance of Regular Council Meetings.
 - (1) Appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts may provide presentations and be available to answer any questions posed by the City Council.
 - (2) Items addressed at a Study Session will be handled in one of the following ways:
 - (i) unanimous consent by the Councilmembers present to place the item on a future Council Meeting Consent Agenda;
 - (ii) a majority of Councilmembers present place the items addressed:
 - On a future Council Agenda as an Action Item;
 - On a future Study Session Agenda
 - On a future committee agenda; or
 - (iii) a majority of the membership of the City Council determine that the item should no longer be discussed at a Study Session or Regular Council Meeting.
 - (3) Ordinarily, items may not be referred to the Regular Council Meeting on the same day as the Study Session in which the item was discussed, unless the Mayor or a majority of the Councilmembers present agree that there are extraordinary or urgent circumstances or that it is in the best interest of the City.

- (4) At the beginning of a Council Study Session, the City Council shall hear Public Comments.
- (i) Public Comments shall be limited to a total of ten minutes and individual comments shall be limited to three 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.
 - (ii) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.
 - (iii) Public Comments during a Study Session will be limited to Agenda items on the current Study Session.
- (C) The format of the Regular City Council Meeting agenda shall substantially be as follows:
- (1) Call to Order.
 - (2) Roll Call.
 - (3) Pledge of Allegiance.
 - (4) Public Comments.
 - (a) Individual comments shall be limited to three minutes in duration.
 - (b) Group comments shall be limited to ten minutes. To constitute a group, there must be four or more members, including the speaker, at the meeting. Members of the group shall sign in as a group and identify the group's spokesperson. Individuals identified as a part of the group will not be allowed to speak individually.
 - (c) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.
 - (5) Presentations, including but not limited to the following:
 - introduction of new employees;
 - Awards, and
 - Proclamations.
 - Confirmation of Mayoral Appointment (Certificates of Appointment)
 - Certificates of Appreciation, or Recognition,
 - Key City Issues and Requests for Direction (by City Manager)

- Council Requests to Refer Items to Committees-

(6) Consent Agenda.

(a) Contains items placed on the Consent Agenda by the Mayor or Council including but not limited to:

- Approval of vouchers.
- Approval of donations and grant requests to be received by the City.
- ~~Pre approval or final approval of City Council and City Manager travel related expenses.~~
- Approval of minutes.
- Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a Council Study Session or previous Council Meeting.
- ~~Ratification of non-represented employee classification and/or compensation adjustments approved by the City Manager.~~
- Final Acceptance of public works projects within the authorized expenditure amount.
 - Under \$1 million in total cost – placed directly on the consent agenda, however the City Manager will provide the City Council with a brief written description of the project and a budget synopsis (performance to budget) with the City Council packet.
 - \$1 million or greater in total cost – placed directly on the consent agenda with a presentation made the same night at the beginning of the RCM-Regular Council Meeting to present before and after pictures prior to Consent Agenda action.
- Final Acceptance of in kind preservation, repair, or replacement projects within the authorized expenditure amount.
- Notwithstanding the above, any item may be removed from the Consent Agenda for consideration under unfinished business if so requested by any Councilmember.

(b) A motion at this time will be in order.

(c) The Council will vote upon the Consent Agenda.

(7) Public Hearings.

(a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:

- The City Manager or designee shall present the issue to the Council and respond to questions.
- Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.
- Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
- The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

(b) The following procedure shall apply to quasi-judicial Public Hearings:

- The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.
- The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.
- The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.
- Each side shall then be allowed five minutes for rebuttal.
- After each proponent and opponent has used his/her speaking time, Council may ask further questions of the speakers, who may respond.
- The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.

(8) Action Items (as related to a Public Hearing).

(9) Public Comments related to Action Items ~~and Unfinished Business.~~

- (a) Individual comments shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(10) Action Items. This section of the agenda shall include Ordinances, Resolutions, and Motions. The following procedures shall apply to each item listed on the agenda under this section:

- (a) The Mayor or designee may read the item by title only, or if requested by any Councilmember, the document may be read in its entirety.
- (b) The City Manager or designee may give a presentation to provide clarification or to discuss changes in an agenda item from what was discussed at a Study Session. Appropriate Staff, appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts should be available to answer any questions posed by the City Council.
- (c) A motion at this time will be in order.
- (d) The Council may then discuss the item. The City Manager or designee will be available to answer any questions by the Council.
- (e) The Council will vote upon the item under consideration.

(11) Public Comments related to Unfinished Business.

- (a) Individual comments shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(142) Unfinished Business. This section shall include items removed from the Consent Agenda at the same meeting. The procedures that apply during this section shall be the same as those under Section 10, Action Items.

(123) New Business. The procedures that apply during this section shall be the same as those under Section 10, Action Items. If the City Council votes on any item under this Section, public comment shall be allowed, with individual comments limited to one minute in duration and group comments limited to two minutes in duration.

(134) City Manager Comments. Reports on special interest items from the City Manager.

(145) Committee Updates.

(156) Council Comments.

(167) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the meeting. The procedure for conduct of an Executive Session is set forth at Section 12 of these Administrative Procedures.

(178) Adjournment. Per Robert's Rules of Order, the Mayor, or designee, may adjourn the meeting without a motion as long as there is no further business to discuss.

(D) The format of any Special Meeting shall be as follows:

Special Meetings are meetings in which the date and/or time are set outside of a regular schedule. Only the designated agenda item(s) shall be considered. The format will follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.

Section 6. Miscellaneous Agenda Procedures

(A) The City Council desires to provide adequate time for administration and staff analysis, fact finding and preparation.

(1) Except in extraordinary or unusual circumstances, all items that are not routine in nature shall, when presented, include a completed Council agenda bill. The author of the agenda bill shall be responsible for attachments.

(B) In event of extraordinary or unusual circumstances, items may be placed directly on the agenda of a Regular Meeting when the items are approved by the Mayor or two Councilmembers by motion and second, when:

(1) The items are routine in nature such as approval of vouchers, proclamations, acknowledgment or receipt of petitions or documents or discussion of claims for damages, or

(2) An emergency condition exists that represents a personnel hazard, risk of immediate financial loss, or threat to public health, welfare, safety, or property or institutions. In such instances, a summary should clearly define why the special procedure is necessary, or

(3) In the event the sponsor, other than a Councilmember, of any item to come before the City Council feels it both appropriate and beneficial to the City, he/she may request that such item be considered and, with approval of two Councilmembers, by motion and second, the Council shall decide on the appropriateness of that item being placed on the agenda.

(C) The Mayor or City Manager may affix an approximate time limit for each agenda item at the time of approval of the agenda.

- (D) All proposed Ordinances, Resolutions, and Motions shall be reviewed by the City Attorney to ensure they are in correct form prior to its final passage. All accompanying documents shall be available before Ordinances, Resolutions, and Motions can be passed.
- (E) Ordinances and Resolutions of the City Council shall be signed by the Mayor, City Attorney, and City Clerk upon Council approval.
- (F) A joint Resolution of the City Council and the Mayor may be proposed when:
 - (1) The subject of the Resolution is of broad City concern, and the subject contains Council policy and administrative procedure; or
 - (2) The subject of the Resolution is of ceremonial or honorary nature.
 - * Joint Resolutions will be subject to the voting rules and will be signed by the Mayor, City Attorney and City Clerk. The Council may provide for all Councilmembers signing the joint Resolution enacted.
- (G) Councilmembers will inform the City Manager or City Clerk if they are unable to attend any Council Meeting. The City Clerk will announce any absences during roll call at a Regular Council Meeting. If there is no objection from the Council, the absence will be deemed excused and noted accordingly in the minutes.

(H) The City does not provide foreign language interpreters at City Council meetings. Any translation services provided by a member of the public to another member of the public shall be done in a manner that is not disruptive to the Council meeting or those in attendance.

(I) Placards or signs that support or oppose any ballot proposition or candidate for public office shall not be allowed (see RCW 42.17A.555). Any other placards or signs that are disruptive or impede another participant's view will not be allowed.

(J) Use of electronic devices by Councilmembers during a City Council meeting should be limited so as not to disturb other Councilmembers or interfere with the conduct of the meeting.

(K) Use of any technology that will introduce/capture information from the internet will generally be permitted during Council Study Sessions, Committee meetings, and the Committee and Council Comments sections of Regular or Special Council Meetings. However, in order to maintain the public record, use should be limited during other portions of the Regular or Special Council meetings.

Any connection to the internet must be from within the City's protected Wi-Fi, not from the unsecured public Wi-Fi.

URL's need to be provided to the City Clerk for inclusion in the public record.

Section 7. Speaking Procedures

- (A) Speaking procedure for agenda items under consideration is as follows:
- (1) A Councilmember desiring to speak shall address the Mayor or Presiding Officer and upon recognition shall confine him/ herself to the question under debate.
 - (2) Any member, while speaking, shall not be interrupted unless it is to call him/her to order.
 - (3) Any member shall have the right to challenge any action or ruling of the Mayor or Councilmember, as the case may be, in which case the decision of the majority shall govern.
 - (4) Any member shall have the right to question the City Manager on matters before the Council. Under no circumstances shall such questioning be conducted in a manner that would constitute a cross examination or an attempt to ridicule or degrade the individual being questioned.
 - (5) No Councilmember shall speak a second time upon the same motion before opportunity has been given each Councilmember to speak on that motion.
- (B) Procedures for addressing the Council shall be as follows:
- (1) Any person, with the permission of the Mayor, may address the Council.
 - (2) In addressing the Council, each person shall stand and, after recognition, give his/her name and address. All remarks shall be civil and respectful in tone and content, made to the Council as a body, and not to any individual member.
 - (3) No person shall be permitted to enter into any discussion from the floor without first being recognized by the Mayor.
 - (4) Any person making personal or impertinent remarks while addressing the Council shall be barred from further audience participation by the Mayor unless permission to continue is granted by a majority vote of the Council.

Section 8. Parliamentary Procedures and Motions

- (A) Questions of parliamentary procedure not covered by this Chapter shall be governed by Robert's Rules of Order, Newly Revised (latest edition).
- (1) If a motion does not receive a second, it dies. Motions that do not need a second include: Nominations, withdrawal of motion by the person making the motion, agenda order, request for a roll call vote, and point of order or privilege.
 - (2) A motion that receives a tie vote is deemed to have failed.

- (3) When making motions, be clear and concise and not include arguments for the motion within the motion.
- (4) After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second.
- (5) After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.
- (6) If any Councilmember wishes to abstain from a vote on the motion, pursuant to the provisions of Section 9 hereof, that Councilmember shall so advise the City Council, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Councilmember perceives a need to abstain, provided that, prior to the time that a Councilmember gives advice of an intent to abstain from an issue, the Councilmember shall confer with the City Attorney to determine if the basis for the Councilmember's intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter would be coming before the City Council. If that cannot be done, the Councilmember should advise the City Council that he/she has an "abstention question" that he/she would want to review with the City Attorney, in which case, a brief recess would be afforded the Councilmember for that purpose.
- (7) A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- (8) A motion to table is not debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds majority vote.
- (9) A motion to postpone to a certain time is debatable, amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special Council Meeting.
- (10) A motion to postpone indefinitely is debatable, not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- (11) A motion to call for the question shall close debate on the main motion and is not

debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.

- (12) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
 - (13) Motions that cannot be amended include: Motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
 - (14) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
 - (15) Debate of the motion only occurs after the motion has been moved and seconded.
 - (16) The Mayor or City Clerk should repeat the motion prior to voting.
 - (17) In the event a reason exists to proceed in a manner inconsistent with these rules, a motion to Suspend the Rules is appropriate. Suspend the Rules requires a second, may neither be amended nor debated, and requires a two-thirds vote.
- (B) The City Clerk will take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law.
 - (C) When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular Council Meeting.
 - (D) The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council Meeting. All cases not provided for in these rules shall be governed by Robert's Rules of Order, Newly Revised.

Section 9. Voting

- (A) Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness. Each member present must vote on all questions before the Council and may abstain only by reason of conflict of interest or appearance of fairness. Abstentions from any votes for any other reasons shall be construed as silence during voting, and shall be recorded as a vote with the prevailing side.

For the purposes hereof, "conflict of interest" and "appearance of fairness" shall be defined as those terms used and set forth in Chapters 42.20, 42.23 and 42.36 of the Revised Code of Washington, and as they may be amended by legislative action or construed by judicial review.

- (B) A roll call vote may be requested by the Mayor or any member of the Council.
- (C) All matters before the Council shall require the affirmative vote of a majority of the Councilmembers present, unless otherwise provided by State Law (RCW Chapter 35A et. seq.).
- (D) For meetings where voting will take place: Any Councilmember who is unable to be physically present for any meeting of the Council may participate in discussions and may vote on any matter before the Council, including proposed Ordinances, Resolutions, and Motions, by telephone or other means of telecommunication, providing that:
 - (1) A quorum of the Council is physically present at the meeting site; and
 - (2) Electronic facilities exist and are operational so that the absent Councilmember will participate in Council discussions in a manner that comments, discussions, and voice votes of the absent Councilmember are audible to the assembled Council and audience, and that the absent Councilmember can hear all comments, discussions, and votes that are audible to all Councilmembers who are physically present.

Section 10. Council Relations with Staff

- (A) There will be mutual respect from both Councilmembers and staff of their respective roles and responsibilities when, and if expressing criticism in a public meeting. City staff acknowledges the Council as policy makers and the Councilmembers acknowledge staff as administering the Council's policies.
- (B) Neither the Mayor, ~~nor~~ any Councilmember, nor committee (standing or advisory) shall direct the City Manager or City staff to initiate any action or prepare any report that is major in nature, or initiate any major project or study without the approval/referral from ~~of~~ a majority of the Council.
- (C) All requests for significant information, statistics, interpretations, or answers to questions from a Councilmember shall be directed to the City Manager by means of hardcopy or electronic version (e-mail) of the Council Information Request. The City Manager shall reply by acknowledging receipt and by providing an estimated time or date for substantive response. The City Manager shall forward the request to the appropriate Department Director for written or electronic response.
- (D) All written material accumulated and/or prepared in response to an individual Councilmember shall be provided by the City Manager, to all Councilmembers.
- (E) All requests for minor information, statistics, interpretations, or answers to questions may be directed to the City Manager or directly to involved staff. It is understood that staff receiving such requests are required to advise their supervisor and/or Department Director of any request for the purpose of assuring integrity of the chain of command and chain of communication to the City Manager.

- (F) Councilmembers shall not attempt to coerce or influence staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- (G) The Council shall not attempt to change or interfere with the operating rules and practices of any City department.
- (H) The following definitions shall apply to this Section:
 - (1) “Major” information, statistics, interpretations, or answers to questions means any effort which is reasonably estimated to entail more than ~~two~~three hours of staff time.
 - (2) “Significant” information, statistics, interpretations, or answers to questions means any effort which is reasonably estimated to entail one hour or more, but less than ~~two~~three hours, of staff time.
 - (3) “Minor” information, statistics, interpretations, or answers to questions means any effort which is reasonably estimated to entail only an immediate response or less than one hour of staff time.

Section 11. Confidentiality¹

- A. Councilmembers ~~should~~shall keep all written materials and/or verbal information ~~provided to them, on~~related to matters that are confidential under law, in complete confidence to ensure that the City's position is not compromised. No mention of confidential information ~~read~~should~~should~~ be made to anyone other than other Councilmembers, the City Manager,¹ or the City Attorney,¹ or ~~by~~ City staff designated by the City Manager.
- B. If the Council, in Executive Session, has provided direction or consensus to staff on proposed terms and conditions for any type of issue, all contact with the other party ~~should~~shall be ~~done~~conducted by the designated staff representative(s) handling the issue. A Councilmember should not have any contact or discussion with the other party, or their representative involved with the issue, and ~~should~~shall not communicate any ~~discussion~~information learned ~~conducted~~ in Executive Session.

Section 12. Executive Sessions

- (A) It is acknowledged that the Open Public Meetings Act (OPMA) of Chapter 42.30 RCW is a mandate that the “people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know”. Any action taken in violation of the OPMA is subject to being declared by the courts to be “null and void”, participating Councilmembers may be personally liable for fines, and the City may be subject to payment of court costs and attorney’s fees.

¹ Confidentiality is also addressed in SMC 2.90, Ethics of Elected City Officials.

Accordingly, Executive Sessions of the Council shall be used only when allowed by law and when confidentiality is deemed necessary.

- (B) The scheduling, notification, announcing, and conduct of an Executive Session during a Council Meeting, as permitted by Section 4(G) of these Administrative Procedures and applicable law, shall conform to the OPMA and shall comply with this Section.
- (C) Whenever possible, an Executive Session shall be noted on the Council Meeting agenda provided and posted pursuant to Section 5 of these Administrative Procedures. If deemed necessary by the Mayor or by action of the Council, an Executive Session may be called and added to the agenda during a Council Meeting. If an Executive Session is to be held during a Special Meeting, every effort shall be made to set forth the intent to hold an Executive Session on the notice of the Special Meeting as required by law.
- (D) Certain Council deliberations, discussions, considerations, reviews, evaluations, and final actions (“actions” as defined by the OPMA) are, by law, exempt from all provisions of the OPMA. Examples include the following: Proceedings concerned with business, occupation, or professional licenses and related disciplinary proceedings; deliberations following an appeal or other quasi-judicial matter; and collective bargaining strategy, positions, and proposals, as well as union grievance procedures and mediation. Nonetheless, the provisions of this Section 12 may be used to recess a Council Meeting to such an exempt proceeding just as if it were an Executive Session.
- (E) In addition to topics exempt from the OPMA, as described in Subsection (D), above, the OPMA permits discussion and consideration (but not “final action”) in an Executive Session closed to the general public for certain, limited, purposes. These limited purposes are summarized on Exhibit “A” to these Administrative Procedures, which is generally an extract from MRSC Report No. 39.
- (F) In event an Executive Session is necessary for any of the allowed purposes, the agenda, if possible, shall list the fact of the Executive Session and its purpose. Immediately prior to recessing to an Executive Session, the Mayor shall publicly announce the purpose of the Executive Session, generally in the following language, and shall state the estimated time of return of the Council to the open public meeting:
 - To consider the selection of a site or acquisition of real estate.
 - To consider the minimum price at which real estate will be offered for sale or lease.
 - To review negotiations on the performance of publicly bid contracts.
 - To evaluate complaints or charges against a public officer or employee.
 - To evaluate the qualifications of an applicant for public employment.
 - To review the performance of a public employee.
 - To evaluate the qualifications of a candidate or candidates for appointment to elective office.
 - To discuss with legal counsel matters relating to enforcement actions.

- To discuss with legal counsel pending or potential litigation involving the City.
- (G) Typically, the City Manager and City Attorney will attend Executive Sessions to assist the Council. Otherwise, however, attendance shall be limited to staff members and others whose input is necessary to the purpose of the Executive Session.
- (H) No voting or other final action shall be taken during an Executive Session, except that consensus may be reached if confidentiality of such consensus is essential to the purpose of the Executive Session.
- (I) In event an Executive Session is not completed by the estimated time for return to the open public meeting, the Mayor, a Councilmember, or a staff member shall return to the open public meeting and shall announce that the Executive Session shall be extended to a stated time. Such an announcement shall not, however, be necessary if no members of the public remain in attendance at the open public meeting.
- (J) In event the Executive Session is concluded before the time that was stated for return to the open public meeting, the Council shall not reconvene in open session until the stated time. Such a waiting period shall not, however, be necessary if no members of the public remain in attendance at the open public meeting.

Section 13. Councilmember Travel Expenses—and Reimbursement

- (A) When determined to be in the best interests of the City of SeaTac, Councilmembers may attend conferences and workshops within the City Council's total adopted budget limit. In matters of travel incident to attending conferences and meetings for City business and in incurring costs related thereto, Councilmembers shall comply with the current edition of the City of SeaTac Travel Policies, Regulations, and Procedures, attached as Exhibit B. In addition, Councilmembers shall also comply with the provisions of this Section 13 to the Council Administrative Procedures.
- ~~(B) When determined to be in the best interests of the City of SeaTac, Councilmembers may attend conferences and workshops within the City Council's total adopted budget limit. Travel pre-approval and final approval of related expenses will come before the City Council for approval on the Consent Agenda as set forth in Section 5(6)(a).~~
- (~~B~~) The Finance and Systems Department shall provide a quarterly summary of actual Council expenditures reported by each Councilmember. This summary will be used to assist the Council in monitoring the status of actual expenditures in comparison to the budgeted expenditures.

Section 14. Councilmember Equipment and Technology

- (A) The City will provide each Councilmember a device (eg. laptop, ipad) and a cell phone with hotspot capabilities consistent with similar devices issued to other City employees and supported by the City's Information System.
- (B) The City will not provide reimbursement for non-typical computer or cell phone accessories, other electronic devices, internet services, printers or printer supplies.
- (C) All devices or programs used on City provided devices require City approval through the Finance and Systems Department.

EXHIBIT A

TO THE SEATAC CITY COUNCIL ADMINISTRATIVE PROCEDURES

What are the allowed purposes for holding an Executive Session?

An Executive Session may be held only for one or more of the purposes identified in RCW 42.30.110(1). The purposes addressed below are those which have application to Cities and Counties. A governing body of a City or County may meet in Executive Session for the following reasons:

- **To consider matters affecting national security [RCW 42.30.110(1)(a)].**

As a result of the September 11, 2001 attack on America and passage of the Homeland Security Act, this purpose may now be utilized at the local level.

- **To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price; [RCW 42.30.110(1)(b)].**

This provision has two elements:

- the governing body must be considering either purchasing or leasing real property; and
- public knowledge of the governing body's consideration would likely cause an increase in the price of the real property.

The consideration of the purchase of real property under this provision can involve condemnation of the property, including the amount of compensation to be offered for the property. [Port of Seattle v. Rio, 16 Wn. App. 718 (1977)]

Since this provision recognizes that the process of purchasing or leasing real property or selecting real property to purchase or lease may justify an Executive Session, it implies that the governing body may need to reach some consensus in closed session as to the price to be offered or the particular property to be selected. The purpose of allowing this type of consideration in an Executive Session would be defeated by requiring a vote in open session to select the property or to decide how much to pay for the property, where public knowledge of these matters would likely increase its price.

- **To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public; [RCW 42.30.110(1)(c)].**

This subsection, the reverse of the previous one, also has two elements:

- the governing body must be considering the minimum price at which real property belonging to the City or County will be offered for sale or lease; and
- public knowledge of the governing body's consideration will likely cause a decrease in the price of the property.

The requirement here of taking final action selling or leasing the property in open session may seem unnecessary, since all final actions must be taken in a meeting open to the public. However, its probable purpose is to indicate that, although the decision to sell or lease the property must be made in open session, the governing body may decide in Executive Session the minimum price at which it will do so. A contrary interpretation would defeat the purpose of this subsection.

If there would be no likelihood of a change in price if these real property matters are considered in open session, then a governing body should not meet in Executive Session to consider them.

- **To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs; [RCW 42.30.110(1)(d)].**

This subsection indicates that when a City or County and a contractor performing a publicly bid contract are negotiating over contract performance, the governing body may "review" those negotiations in Executive Session if public knowledge of the review would likely cause an increase in contract costs. MRSC is not aware of an Executive Session being held under this provision. It is not clear what circumstances would result in a City or County governing body meeting in Executive Session under this provision.

However, this exception could well be used to consider potential change orders, requests for equitable adjustment, or delay damages.

- **To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge; [RCW 42.30.110(1)(f)].**

For purposes of meeting in Executive Session under this provision, a "charge" or "complaint" must have been brought against a City or County officer or employee. The complaint or charge could come from within the City or County or from the public, and it need not be a formal charge or complaint. The bringing of the complaint or charge triggers the opportunity of the officer or employee to request that the discussion be held in open session.

As a general rule, City governing bodies that are subject to the Act do not deal with individual personnel matters. [The Civil Service Commission is an obvious exception. It,

however, addresses personnel actions taken against a covered officer or employee, and it does so in the context of a formal hearing]. For example, the City Council should not be involved in individual personnel decisions, as these are within the purview of the administrative branch under the authority of the Mayor or City Manager. [An exception is where the Council, in a Council-Manager City, may be considering a complaint or charge against the City Manager]. This provision for holding an Executive Session should not be used as a justification for becoming involved in personnel matters which a governing body may have no authority to address.

- **To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public; [RCW 42.30.110(1)(g)].**

There are two different purposes under this provision for which a governing body may meet in Executive Session. For both purposes, the references to "public employment" and to "public employee" include within their scope public offices and public officials. This means that a governing body may evaluate, in Executive Sessions, persons who apply for appointive office positions, such as City Manager, as well as those who apply for employee positions. [The courts have, for various purposes, distinguished between a public "office" and a public "employment." See, e.g., *Oceanographic Comm'n v. O'Brien*, 74 Wn.2d 904, 910-12 (1968); *State ex rel. Hamblen v. Yelle*, 29 Wn.2d 68, 79- 80 (1947); *State ex rel. Brown v. Blew*, 20 Wn.2d 47, 50-52 (1944). A test used to distinguish between the two is set out in *Blew*, 20 Wn.2d at 51].

The first purpose involves evaluating the qualifications of applicants for public employment. This could include personal interviews with an applicant, discussions concerning an applicant's qualifications for a position, and discussions concerning salaries, wages, and other conditions of employment personal to the applicant. As with the previous Executive Session provision, this purpose is not one that generally will have application to a governing body in a City, because City governing bodies do not, as a general rule, have any hiring authority. [One obvious exception is the City Council in a Council-Manager City, who hires the City Manager. RCW 35A.13.010; RCW 35.18.010].

This authority to "evaluate" applicants in closed session allows a governing body to discuss the qualifications of applicants, not to choose which one to hire (to the extent the governing body has any hiring authority). However, since this subsection expressly mandates that "final action hiring" an applicant for employment be taken in open session, the implication is that a governing body may take something less than final action in Executive Session to eliminate applicants or to choose applicants for further consideration.

The second part of this provision concerns reviewing the performance of a public employee. Typically this is done where the governing body is considering a promotion or a salary or wage increase for an individual employee or where it may be considering disciplinary action. [As with hiring, a City Council has little or no authority regarding discipline of public officers or employees. Again, an exception would be a City Manager over which the Council has removal authority. RCW 35A.13.130; 35.18.120].

The result of a governing body's closed session review of the performance of an employee may be that the body will take some action either beneficial or adverse to the officer or employee. That action, whether raising a salary or disciplining an officer or employee, must be made in open session.

Any discussion involving salaries, wages, or conditions of employment to be "generally applied" in the City or County must take place in open session. However, discussions that involve collective bargaining negotiations or strategies are not subject to the Open Public Meetings Act and may be held in closed session without being subject to the procedural requirements for an Executive Session. [See RCW 42.30.140(4)].

- **To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public; [RCW 42.30.110(1)(h)] .**

This provision applies to a City or County legislative body only when it is filling a vacant elective position. Under this provision, the legislative body may meet in Executive Session to evaluate the qualifications of applicants for the vacant position. However, any interviews with the candidates must be held in open session. As with all other appointments, the vote to fill the position must also be in open session.

- **To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. [RCW 42.30.110(1)(i)].**

Three basic requirements must be met before this provision can be used by a governing body to meet in closed session: [This provision for holding an Executive Session is based on the legislative recognition that the attorney-client privilege between a public agency governing body and its legal counsel can co-exist with the Open Public Meetings Act. However, that privilege is not necessarily as broad as it may be between a private party and legal counsel].

- The City or prosecuting attorney or special legal counsel representing the City or County governing body must attend the Executive Session to discuss the enforcement action or the litigation or potential litigation (presence of an attorney without such discussion is not sufficient);

- The discussion with legal counsel must concern either an enforcement action or litigation or potential litigation to which the City or County, a governing body, or one of its members is or is likely to become a party;
 - The potential litigation must be specifically threatened, or be reasonably believed to be likely; or
 - The potential litigation, or legal risk, is applicable to a proposed action or current practice; and
- Public knowledge of the discussion would likely result in adverse legal or financial consequence to the City or County.

The probability of adverse consequence to the City or County. It is probable that public knowledge of most governing body discussions of existing litigation would result in adverse legal or financial consequence to the City or County. Knowledge by one party of the communications between the opposing party and its attorney concerning a lawsuit will almost certainly give the former an advantage over the latter. The same probably can be said of most discussions that qualify as involving potential litigation.

Again, no final action in Executive Session. The purpose of this Executive Session provision is to allow the governing body to discuss litigation or enforcement matters with legal counsel; the governing body is not authorized to take final action regarding such matters in an Executive Session. Nevertheless, a governing body will likely need to make certain strategic decisions in Executive Session to advance the litigation or enforcement action, while protecting the secrecy of such decisions. For example, a County Council can probably take an informal vote or reach a consensus in Executive Session to authorize the County Prosecuting Attorney to settle a case for no higher than a certain amount. However, it is clear that the Council's vote to give final approval to a settlement agreement must occur in an open meeting.

EXHIBIT B

CITY OF SEATAC, WASHINGTON TRAVEL POLICIES, REGULATIONS AND PROCEDURES Per Resolution #10-004

ARTICLE I: POLICY

1. **PURPOSE:** The purpose of this policy is to identify and provide guidelines regarding the City's travel policies and to further delineate those valid business expenses for which public officials and employees of the City may qualify for payment or reimbursement.
2. **PERSONS AFFECTED:** This policy applies to all employees and appointed and elected public officials of the City of SeaTac (collectively referred to as employees/officials).
3. **REFERENCES:** Internal control procedures of Finance, Resolution 94-009, Resolution 99-021, Resolution 03-015, Resolution 05-005, Resolution 08-007, Resolution 10-004, and Chapter 42.24 RCW.
4. **POLICY STATEMENT**
 - A. It shall be the policy of the City of SeaTac to allow the attendance and participation of employees/officials at meetings, training sessions, and conventions where such participation is determined to be in the best interests of the City of SeaTac. Those employees/officials who attend such meetings and conventions shall be reimbursed or shall be provided a City credit card for all valid business expenses related to the attendance and participation of such meetings, training sessions, and conventions. Spouses, other family members or guests may attend these functions, but the attendance by such spouse, other family members or guest shall be at the cost and expense of the employee or public official.
 - B. When City travel can be accomplished at a lower cost, City financial resources can be better utilized for other City purposes. Moreover, the public expects employees/officials to spend their tax dollars in an economical and prudent manner, no matter the dollar value of the transaction. All employees/officials shall travel in a manner that keeps this in mind.
 - C. It shall be understood that all subsistence rates, allowances and payments provided to employees/officials through the implementation of this policy shall be paid when such employees or public officials are engaged in City business and where the attendance or participation at meetings and conventions has been authorized in advance as follows:

- Approval by the City Manager for Department Directors;
- Approval by Department Directors for all other City Employees. In addition, the City Manager shall also approve travel for all City Employees where the estimated travel cost will exceed \$350.00 or that requires overnight lodging;
- Approval by the City Council Administration and Finance Committee for the City Manager;
- Approval by the City Council Administration and Finance Committee for members of the City Council, citizen advisory committees, the Civil Service Commission, or the Planning Commission.

D. Travel arrangements for the City Council, shall not exceed budgeted amounts.

The City Council shall be provided a quarterly accounting of expended, committed and unexpended balances in the travel related line items of the City Council budget. For the purposes hereof, travel related budget expenditures for the City Council shall refer to and consist of the following budget line items:

511.60.43.031 Lodging
 511.60.43.032 Meals
 511.60.43.033 Transportation
 511.60.43.034 Mileage Reimbursements
 511.60.49.061 Registration

E. Receipts, proof of payment documentation or certification in the case of no receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department within 15 days of the completion of travel.

GF. If an employee/official wishes to have his/her spouse, other family members or guests accompany him/her on any City related travel, the employee/official shall advise the City at the time the advanced travel request is made. The employee/official shall provide payment to the City of any costs for the spouse, family members or guests which would need to be submitted in advance to the sponsors of the convention, seminar or meeting so that no obligation by the City exists to provide such payment and that payments are received in a timely manner by the sponsor.

HG. If an employee/official requests travel arrangements to be made by the City, and payment is forwarded to the sponsor of the requested convention, seminar or meeting, or other travel arrangements are paid for by the City, and that employee/official fails, without good cause to attend the convention, seminar or meeting, the employee/official shall reimburse the City the amount paid by the

City. Questions of good cause shall be determined in the same manner as set forth in Section C of this Article related to pre-approval of travel.

ARTICLE II: GENERAL

1. CONTROL OF TRAVEL

- A. A positive system for control over travel, reimbursable under these regulations, is established by the City. Prior authorization is required as outlined in Article I, Section C. Authorization of travel is to be exercised through the use of the current budget, or through other equally effective means.
- B. The employee/official shall complete the Travel Pre-Approval Section of the *City of SeaTac Travel/Purchase Authorization and Expense Claim Form* in advance of any City travel that will require reimbursement to the employee/official of any costs incurred during such travel. Documentation shall also be submitted as required by the Claim Form.
- C. *Itemized Receipts.* The employee/official is required to request and retain itemized receipts for all expenses incurred during the period of travel. When applicable, itemized receipts from restaurants with a listing of each food and beverage selection are required, as well as itemized receipts from lodging establishments. Any other travel expenses incurred shall be supported by an itemized receipt, clearly indicating the nature of the expenditure. If an itemized receipt is not available from a given establishment, the employee/official shall complete a *No Receipt/No Itemized Receipt Certification* form, stating the cost of the expense and reasons for unavailability of a detailed receipt. *Also see Article VI regarding the use of No Receipt Certification.*
- D. The completed *City of SeaTac Travel/Purchase Authorization and Expense Claim Form* with actual expenses incurred and the corresponding BARS line-item numbers shall be provided to the Finance Department within 15 days of the completion of travel. The back of this form shall be completed and used to provide a daily accounting of the reimbursable expenses incurred. All receipts, providing supporting documentation for the total expenses incurred during the period of travel, shall be attached to the form. The City Manager is required to sign where provided in the Actual Expenses Incurred Section for Department Director travel. Department Directors are required to sign for all employees in their department. City Manager travel expenses and City Council travel expenses shall be signed by the chair of the Council Administration and Finance Committee after review and approval by the Committee. The City Manager (for employee expenses) or the Administration and Finance Committee (for City Manager, Advisory Committees, Civil Service Commission, Planning Commission, or City Council expenses) shall be informed of any actual travel expense reimbursement requests that exceed the estimated amount approved for such travel.

- E. The employee/official will be reimbursed by the City in the next regular accounts payable claims cycle. Travel Expense Vouchers are to be audited by the Finance and Systems Director.
- F. If a question arises regarding the method of reimbursement to be allowed an employee/official under these travel regulations, the option to be selected shall be the option that is most advantageous and economical to the City. The method selected is not to be influenced by the personal travel plans of the employee/official.
- G. Employees/officials shall exercise prudent judgment when incurring travel expenses on official City business. Expenses determined to be inappropriate will not be reimbursed or paid for by the City.
- H. For purposes of these regulations, the following definitions apply:
1. In-State Travel - means travel within the State of Washington.
 2. Out-of-State Travel - means travel anywhere outside the boundaries of the State of Washington.
 3. City Employees - means all regular, temporary or seasonal employees of the City of SeaTac, whether full-time or part-time, and whether represented by a bargaining agent or not, including but not limited to the City Manager, department heads, supervisory or management employees.
 4. Appointed Officials - means all members of City boards, commissions or committees, who are not employees of the City but who have been appointed to represent the City as a non-paid volunteer on such board, commission or committee.
 5. Elected Officials - means members of the City Council holding current office, whether they have been elected to that position, or appointed to fill a vacant position on the City Council.
 6. Conventions, Seminars, Meetings - refers to and includes any and all public, municipal and governmental gatherings, for municipal-political, educational and professional purposes, the attendance at which, by City employee(s) and/or public official(s) would be beneficial to and in the best interests of the City of SeaTac.
- I. Maximum reimbursement of transportation expenses via commercial carrier is to be no greater than coach class or its equivalent, provided that it shall be the responsibility of the employee/official to request of the transportation vendor a "government rate," if available, unless a lower rate for the same travel service is available. Preference shall not be given to any particular carrier or routing. If

personal travel is combined with City-related business travel, the employee/official shall be responsible for paying the increase in airfare necessary to accommodate the personal part of the flight. In all cases, the City shall only pay the lowest available advance purchase coach class roundtrip airfare between Sea-Tac Airport and the City-related business destination(s). Such payment for personal travel shall accompany the City's payment to the vendor for the air travel ticket.

2. DIRECT PAYMENT TO VENDORS SUPPLYING SUBSISTENCE OR LODGING

- A. Any employee/official who requests a direct billing to the City shall receive advance approval in the same manner as set forth in Section C of Article I related to pre-approval of travel.
- B. Direct billings to the City from vendors for expenses of individuals in travel status are not to result in a cost to the City in excess of what would be payable by way of reimbursement to the individuals involved.

ARTICLE III: MEALS AND LODGING

1. BASIS FOR REIMBURSEMENT - GENERAL

- A. Reimbursement is to be for all authorized travel, subject to the restrictions provided herein, but shall not be made for expenses incurred at or between the City of SeaTac and the employee's/official's home.
- B. Reimbursement for alcoholic beverage expenses is strictly prohibited.
- C. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate", if available, any applicable sales taxes and/or hotel/motel taxes, and any mandatory hotel service charges. The City shall not reimburse or pay for lodging above the basic/lowest room type at a particular establishment (such as upgraded rooms). It shall be the responsibility of the employee/official to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available.
- D. Maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed 20% of the total cost of the meal, and any expenses for applicable sales taxes or tips or gratuities shall not be otherwise reimbursed.
- E. Reimbursement for meal expenses shall not be authorized when an employee/official does not incur expenses for specific meals because the meals are furnished as a part of a meeting, seminar or conference.

- F. The Finance Director, as auditing officer for the City, shall not reimburse travel expenses that are in violation of this policy.

2. **LODGING, MEALS AND MILEAGE RATES**

The City maintains the following schedules that provide for maximum reimbursement rates for lodging, meals, and mileage for City employees/officials traveling on official City business:

A. LODGING

Lodging shall be approved and paid by the City for travel where the total distance (one way) is forty-five (45) miles or more from City Hall.

The maximum lodging rates shall be set with regard to geographic areas (Metropolitan Statistical Area or MSA) and the different rates available as follows:

- | | | |
|----|---|--------------------|
| 1. | General Maximum Lodging Rates | \$120.00 per night |
| 2. | Larger Metropolitan Areas
(Metropolitan Areas of 500,000
population or more) | \$150.00 per night |
| 3. | Largest Metropolitan Areas
(Metropolitan Areas of 1,000,000
population or more) | \$200.00 per night |

The above maximum lodging rates do not apply where lodging is tied to a specific hotel or motel or lodging accommodation in connection with the seminar, convention or meeting being attended, and the cost does not exceed 125% of the amount specified above.

The above lodging rates do not include taxes and other mandatory hotel service fees (such as hotel resort fees).

Internet Access Charges at Hotels. The City will reimburse an employee/official the cost of optional internet access charges at a lodging establishment when the employee/official can document the necessity of the use of the internet for business purposes. The total allowable reimbursement for hotel internet access charges shall not exceed \$12.00 per day plus applicable tax.

B. MAXIMUM MEAL ALLOWANCES

The meal costs for employees and officials of the City in connection with their city related travel shall be reimbursed, upon providing the City with a receipt for the meal(s), at the maximum daily total amount set forth below:

MAXIMUM DAILY TOTAL....\$ 64.00

The above daily amount applies to travel that extends beyond one day in duration (i.e. overnight lodging is included). In addition, the single meal rates for meetings and seminars, where the meal is not provided as a part of the meeting or seminar cost, shall be reimbursed at the single meal maximum schedule as follows: Breakfast (\$14.00), Lunch (\$20.00) and Dinner (\$30.00). In any such case where a receipt is not available, the maximum amount that the employee/official may be reimbursed would be the amount of the maximum single meal allowance set forth above up to the maximum allowed under Article VI of this policy. Questions, concerns or reviews and decisions on challenged or questionable reimbursement meal amounts shall be determined in the same manner as set forth in Section C of Article I related to pre-approval of travel. *Also see Article VI regarding the use of No Receipt Certification.*

Meal allowances shall not be reimbursed when meals are furnished to the employee/official as a part of the meeting, seminar or convention being attended. If some but not all of the meals are provided as part of the meeting, convention or seminar, the meal allowance reimbursement available to the employee/official shall be only available for the specific meals not included.

Multiple employees/officials on the same receipt. When employees/officials travel together, the employees/officials shall attempt to obtain separate receipts. However, if separate receipts cannot be obtained, the itemized receipt shall specifically attribute each item to a specific employee/official. When determining meal allowances, it is not permissible to "split the bill." If a specific item is shared amongst employees/officials (such as an appetizer), it is permissible to divide the cost of the particular item amongst the employees/officials.

C. PRIVATE VEHICLE MILEAGE REIMBURSEMENT

The mileage reimbursement rate available for employees/officials using their own vehicles while on City related travel shall be the mileage reimbursement rate used by the Internal Revenue Service in effect at the time of the travel, or the cost of the lowest and reasonably attained, advance purchase coach class roundtrip airfare to the destination of the City-related travel, whichever is less.

ARTICLE IV: OTHER TRAVEL EXPENSES

1. **REIMBURSABLE TRANSPORTATION EXPENSES**

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance. Transportation cost shall be provided between City Hall -and the site of the convention, seminar or meeting. However, if the employee/official travels directly between their home and the site of a

convention, seminar, or meeting, the employee shall be reimbursed the cost of roundtrip travel from either City Hall or from the employee/official's home, whichever is less. For example:

- An employee who lives in Federal Way drives directly to a conference in Vancouver, Washington. The employee would be reimbursed for round trip mileage between their home and the conference site.
- An employee who lives in Federal Way drives directly to a conference in Bellingham, Washington. The employee would be reimbursed for round trip mileage between City Hall and the conference site.
- An employee who lives in Federal Way drives directly to a conference in Vancouver, Washington. The conference ends the following morning and the employee returns to City Hall midday. The employee would be reimbursed for round trip mileage between their home and the conference site. Mileage between the employee's home and City Hall is considered part of the commute and will not be reimbursed.

2. **MULTIPLE ATTENDEES**

Reimbursement for mileage is to be payable only to the city employee/official providing the vehicle used for the trip when two or more employees/officials are traveling in the same motor vehicle on the same trip. However, the fact that multiple attendees may share in transportation cost should be considered when determining the lowest cost of transportation.

3. **MISCELLANEOUS TRAVEL EXPENSES**

A. Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the employee/official. Reimbursable expenses include, but are not limited to:

- (a) Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls. Under most circumstances, adequate ground transportation and shuttle services are available. These modes of transportation should be considered before renting a vehicle. For one person, a rental car is a very expensive mode of travel. As the number of persons sharing the ride increases, the more economical a rental car becomes. If there are no acceptable alternatives, motor vehicle rentals are reimbursable expenses with prior authorization as provided in Article I, Section C. Rental vehicles shall be used for official City business only, and only employees and officials covered by the City's insurance shall be authorized to drive any rented vehicle. Liability coverage through the City's insurance carrier is in effect when persons operate rental vehicles in the course of City

business. The City's insurance policy also provides property coverage on a rental vehicle while the vehicle is in the employee/official's "care and custody". It is not necessary to purchase collision damage waiver insurance offered by rental car agencies. The City will not be responsible for the loss of personal items taken from a rental vehicle. Vehicle rentals for City business should be charged on a City credit card whenever possible, but the City's insurance coverage will extend to rentals secured with an employee/official's personal credit card.

- (b) Registration fees required in connection with attendance at approved meetings, seminars or conventions.
- (c) Telephone charges that are for City business. The number, person called and purpose of call should be noted on the lodging receipt.
- (d) Tips and gratuities for other City-related business travel expenses such as taxi and airport shuttle drivers and airport luggage skycaps, not to exceed what is customary and reasonable for those services.

B. Certain travel expenses are considered as personal and not essential to the transaction of official City business and therefore not reimbursable. Such non-reimbursable expenses include, but are not limited to:

- 1. Valet services, entertainment expenses, radio or television rental, and other items of a similar nature. Valet services are defined as the hiring of a personal attendant who takes care of the individual's clothes, or helps the individual in dressing, etc.
- 2. Taxi fares, motor vehicle rental, and other transportation costs to or from places of entertainment and other similar facilities.
- 3. Costs of personal trip insurance and medical and hospital services.
- 4. Personal telephone calls of an employee/official, except to the home of the employee/official where a brief call is made to advise members of the family of the employee/official of a change in travel plans, and except for not more than one brief call each day during City-travel related absence, where the absence is for a period of at least two full days, to the employee's/official's home to check on the employee's/official's family.
- 5. Personal expenses, such as personal entertainment, vehicle rentals for other than City related activities, barbers, hairdressers, etc.
- 6. Any tips or gratuities associated with personal expenses.

ARTICLE V: CITY CREDIT CARD USE

1. PURPOSE OF CITY CREDIT CARDS FOR TRAVEL EXPENSES

The purpose of City credit cards for travel expenses is to provide an employee/official an alternative method to pay for allowable expenses incurred while traveling on City business other than reimbursement to the employee/official after the travel is completed.

Elected officials of the City are provided individual credit cards issued in their name. Whenever it becomes necessary for an employee or appointed official of the City to travel and incur reimbursable expenses, the City shall provide a credit card for all expenses incurred as a result of that travel. The regulations for reimbursement of transportation expenses listed in Article II of this travel policy apply to expenses incurred with a City credit card. The regulations for reimbursement of meal and lodging expenses listed in Article III of this travel policy apply to expenses incurred with a City credit card. Also, the regulations for employee/official reimbursement for other travel expenses listed in Article IV of this travel policy apply to expenses incurred with a City credit card.

2. CREDIT CARD USE PROCEDURES

- A. The employee/appointed official shall present the *City of SeaTac Travel/Purchase Authorization and City Credit Card Form* with the Travel/Purchase Pre-Approval Section completed to the Accounting Supervisor (or designee) in the Finance Department to obtain a credit card. The City Manager is required to sign where provided in the Travel/Purchase Pre-Approval Section for Department Director travel and, in addition to Department Director approval, for all other employees where the estimated travel cost will exceed \$350.00. Department Directors are required to sign for all employees in their department. The City Manager shall be informed of any employee travel requiring an overnight stay.
- B. The employee/appointed official shall initial the City Credit Card logbook, acknowledging taking possession of the credit card. The employee/official is responsible for taking appropriate safety measures with the credit card while in his/her possession.
- C. A credit card number may be obtained from the Finance Department to purchase airline tickets and make lodging reservations over the telephone. A *City of SeaTac Travel/Purchase Authorization and City Credit Card Form* shall be completed and the required approval and signature obtained prior to the purchase of tickets or securing lodging reservations. If the tickets are purchased and/or the lodging is charged to the credit card by the hotel/motel a month or more in advance of the actual commencement of travel, the employee/official should complete the form and attach the receipts to it in order to expedite payment to the credit card company. A second form should then be initiated and used for the expenses incurred during the actual period of travel, as these expenses will most likely be charged during a later billing period. Under no circumstances should a

credit card number previously obtained from the Finance Department be used again without its use being recorded in the City Credit Card logbook in accordance with Section B above.

- D. The employee/official is required to request and retain itemized receipts for all expenses incurred using the City credit card during the period of travel. Itemized receipts from restaurants with a listing of each food and beverage selection are required, as well as itemized receipts from lodging establishments. Any other travel expenses incurred and charged to the City credit card shall be supported by an itemized receipt, clearly indicating the nature of the expenditure. If an itemized receipt is not available from a given establishment, the employee/official shall complete a *No-Receipt/No Itemized Receipt Certification* form, stating the cost of the expense and reasons for unavailability of a detailed receipt. The customer copy of the credit card transaction receipt shall be retained in addition to the itemized receipts noted above.
- E. The credit card and the completed *City of SeaTac Travel/Purchase Authorization and Credit Card Form* with actual expenses incurred and the corresponding BARS line-item numbers shall be provided to the Finance Department within 15 working days of the expenditure or within 15 working days of the return of the employee or public official from the City travel, whichever occurs later. The back of this form shall be completed and used to provide a daily accounting of the credit card use. All receipts, providing supporting documentation for the total expenses incurred during the period of travel, shall be attached to the form. The City Manager is required to sign where provided in the Actual Expenses Incurred Section for Department Director travel. Department Directors are required to sign for all employees in their department. The City Manager shall be informed of any actual travel expenses incurred that substantially exceeded the estimated amount approved for such travel.
- F. The use of a City credit card to charge non-city business related expenditures is strictly prohibited.
- G. If the City credit card is lost or stolen while in the possession of the employee/official, he/she shall immediately notify the credit card company and file a lost/stolen credit card report. The phone number of the credit card company, the account number of the issued credit card and the City's tax identification number will be provided to the employee/official on a small information card to be kept separate from the credit card. In addition, the employee/official shall notify the City's Finance Department of the lost/stolen credit card, and confirm that the credit card company has been notified.
- H. Pursuant to RCW 42.24.115, the City shall establish a lien against an employee/official salary for any charges made with a City issued credit card that is not properly identified or is disallowed, unless paid by the employee/official prior to the date the credit card billing is due and payable.

ARTICLE VI: NO RECEIPT CERTIFICATION

1. MAXIMUM ALLOWABLE AMOUNT PER CALENDAR YEAR

- A. The purpose of a no receipt certification is to provide a means of reimbursement when a receipt is not available. It is not intended to be used for lost receipts, or as a substitute for providing itemized receipts to the City. However, it is understood that receipts can be lost or misplaced from time to time, and reimbursement for these expenses would be appropriate.
- B. The maximum amount that any employee/official may submit to the City for reimbursement without providing a detailed, itemized receipt is \$30.00 per calendar year. Any expenses in excess of \$30.00 per calendar year that are not substantiated with an itemized, detailed receipt shall not be reimbursed.
- C. This Article VI shall not apply to gratuities for services such as bellhop or hotel maid service.

RESOLUTION NO. 17-009

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring real property located at 19232 28th Avenue South surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement through Kinzer Partners, for its disposal.

WHEREAS, the City owns certain real property located at 19232 28th Avenue South (King County parcel number 0422049183), and

WHEREAS, the City Council has determined that it has no current or future need for the property, and the property is surplus to the City's needs; and

WHEREAS, the City received an offer for the property at \$100,000; and

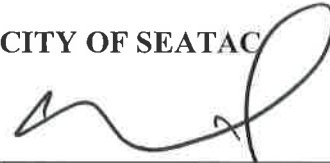
WHEREAS, the City Council desires to sell the property through Kinzer Partners, pursuant to a purchase and sale agreement; and

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

1. The City Council hereby declares the City-owned real property located at 19232 28th Avenue South (King County parcel number 0422049183) and surplus to the needs of the City.
2. The City Manager is authorized to execute a purchase and sale agreement through Kinzer Partners in substantially similar form as attached hereto as Exhibit A.
3. The City Manager is authorized to execute any additional documents necessary to effectuate the sale.

PASSED this 13th day of June, 2017 and signed in authentication thereof on this 13th day of June, 2017.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Sale of Parcel Number 0422049183]

May 2, 2017

Via Email

Mr. Jeff Robinson
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188-8605

Re: Letter of Intent to Purchase Parcel 042204-9183 in SeaTac, Washington

Dear Jeff,

On behalf of my client ("Buyer"), I'm pleased to present this letter of intent, which sets forth the major business points of a proposed purchase of Parcel 042204-9183 in SeaTac, Washington.

Seller: City of SeaTac ("Seller")

Property: Parcel 042204-9183 in SeaTac, Washington. The property consists of a fee simple estate in all land, buildings, structures, fixtures and other improvements (collectively the "Property"), together with certain appurtenances and intangible property.

Purchase Price: \$100,000 payable in cash at Closing.

Earnest Money: Buyer shall deposit earnest money in the amount of \$5,000 cash (the "Earnest Money") into an escrow account opened at First American Title Company within two (2) business days after execution of the Purchase and Sale Agreement (as defined below). The Earnest Money shall be returned to Buyer (i) if Buyer terminates, in its full and absolute discretion, the Purchase and Sale Agreement during the Due Diligence Period; or (ii) if Buyer does not, for any reason, deliver a written notice to Escrow and to Seller of its satisfaction with all contingencies prior to expiration of the Due Diligence Period. The Earnest Money shall be held in an interest-bearing account for the benefit of the Buyer and, together with accrued interest, shall be applicable to the Purchase Price. If after expiration of the Due Diligence Period, Buyer elects not to proceed with the transaction or is unable to close by the Closing Date, and if Seller is not in default, then the Earnest Money plus accrued interest shall

be paid to Seller as liquidated damages and shall be non-refundable to Buyer, except as set forth above. The Earnest Money shall be Seller's sole remedy in such an event.

Due Diligence Period:

Seller shall provide Buyer with a Due Diligence Period of ninety (120) days for review of all project documentation, physical inspection, title, and zoning, commencing upon mutual execution of the Purchase and Sale Agreement.

If Buyer fails to satisfy or waive such Due Diligence Contingencies prior to the expiration of the Due Diligence Period (as may have been extended), the Purchase and Sale Agreement will terminate, the Due Diligence Extension Period Payments (if any) shall be disbursed to Seller, the balance of the Earnest Money shall be disbursed to Buyer, and neither party shall have any further obligations thereunder except for surviving indemnities, if any.

The following contingencies must be satisfied or waived by Buyer, in Buyer's sole discretion, within the Due Diligence Period:

- Buyer's review and approval of all documents related to the Property in Seller's possession or control, including but not limited to all leases, licenses, contracts, management or maintenance agreements, studies, surveys, assessments, reports, analyses and plans and specifications relating to the ownership, development, leasing, operation or management of the Property or the construction of the building, which Seller shall deliver no later than five (5) days after the execution of the Purchase and Sale Agreement;
- Buyer's satisfaction with the physical condition of the Property following completion of its inspections and investigations;
- Buyer's review and approval of title to the Property, including a current title commitment and ALTA survey;
- Buyer, at Buyer's sole cost, shall have the right to conduct such tests, engineering studies, surveys and any other feasibility studies regarding the condition of the Property as Buyer deems prudent, including permitting laws and ordinances, by providing Seller

**Due Diligence
Contingencies:**

with a minimum of 24 hours prior written, email or telephonic notice of need to access the Property.

- Buyer's approval of a Phase I Environmental Report on the Property, which shall be obtained by Buyer at Buyer's cost.
- Buyer review and approval of the zoning, land use, governmental regulations, laws, permits and approvals that apply to the Property.

Closing: The closing of the transaction ("Closing") shall occur on December 19, 2017.

Closing Costs: Closing costs shall be allocated between Buyer and Seller as follows:

- Buyer shall pay for the cost of recording the deed, ½ of the escrow fees, the additional premiums attributable to the extended coverage portion of an ALTA extended coverage owner's title insurance policy and the cost of an ALTA survey the property if the title company issuing the Owner's Policy requires such a survey in order to issue an extended coverage policy.
- Seller shall pay all real estate excise, sales and transfer taxes, ½ of the escrow fees, the premiums attributable to the standard coverage portion of an ALTA extended coverage owner's title insurance policy, plus customary endorsements ("Owner's Policy").

Any other Closing costs shall be allocated to the parties in the manner as is customary for commercial real property purchase and sale transactions in King County, Washington. Each party shall be responsible for payment of its own attorneys' fees and costs.

**Buyer's Representation
and Brokerage
Commission:**

Kinzer Partners is the exclusive and authorized representative of the Buyer.

Title and Escrow:

Seller shall convey the fee interest in the Property by statutory warranty deed, subject only to recorded exceptions approved by Buyer during the Due Diligence Period. The

personal property, if any, will be transferred by a bill or sale.

Promptly following mutual execution of the Purchase and Sale Agreement, the parties shall open escrow with, and order a preliminary title commitment covering the Property from, First American Title Insurance Company or another a title company mutually acceptable to them. Seller also shall provide Buyer a copy of an existing survey of the Property (if available) at the same time that Seller delivers the items required above, and Buyer may elect to update this survey at its sole cost and expense before the expiration of the Due Diligence Period.

**Interim Operations,
Maintenance and
Management:**

Until such time as the exclusivity period set forth below expires, Seller shall continue to operate, maintain and manage the Property in accordance with commercially reasonable property management standards appropriate for similar properties in SeaTac, including regular maintenance, repair, replacement, up-keep and cleaning of any existing buildings and building systems. In addition, following mutual execution of the Purchase and Sale Agreement, Seller shall not enter into any new lease, license, occupancy agreement or contract affecting the Property, nor materially amend or modify any existing lease, license, occupancy agreement or contract, without Buyer's prior written approval, not to be unreasonably withheld.

Possession and Delivery:

Seller shall deliver possession of the Property to Buyer upon Closing, subject only to the exceptions to title approved by Buyer. The Property shall be in compliance with all applicable laws at the time of Closing.

**Purchase and Sale
Agreement:**

Within seven (7) days following mutual acceptance of this letter of intent, Buyer's counsel shall prepare and submit to Seller a proposed form of Real Estate Purchase and Sale Agreement for the Property (the "Purchase and Sale Agreement") reflecting the terms set forth herein, and containing other customary terms and conditions for the purchase and sale of similar commercial property in the Seattle market. The Purchase and Sale Agreement shall contain usual and customary representations, warranties and indemnities. The parties shall make good faith efforts to execute a mutually agreeable Purchase and Sale Agreement expeditiously.

Exclusivity:

Seller agrees not to market, list or entertain or solicit offers for sale or lease of all or any portion of the Property or the

assignment of its interests under the Purchase and Sale Agreement, nor enter into any other contract or agreement to sell or lease all or any portion of the Property or assign its interest in the Purchase and Sale Agreement, for the period commencing as of the date of this letter of intent and continuing until the full execution of the Purchase and Sale Agreement. The Purchase and Sale Agreement shall grant Buyer or its assigns the exclusive right to purchase the Property.

Confidentiality:

Buyer, Seller and their representatives shall hold in strict confidence the existence and contents of this Letter of Intent and the transaction contemplated herein. Buyer acknowledges that Seller is a public agency and must make certain documents related to this transaction publicly available.

Publicity:

No advertisement or other publicity concerning this transaction shall be made or disseminated by any party at any time without the review and approval of Buyer and Seller.

Assignment:

Buyer shall have the right to assign its right, title, and interest in the Purchase and Sale Agreement and delegate its duties thereunder to an affiliate, so long as such affiliate controls, is controlled by, or is under common control with Buyer, and provided, further, that (a) such affiliate shall assume, in writing (by execution of an assignment and assumption of the Purchase and Sale Agreement in form and substance reasonably satisfactory to Seller), all the assigning party's obligations under the Purchase and Sale Agreement, and (b) Buyer shall not be released from any obligations under the Purchase and Sale Agreement as a result of such assignment. If Buyer so assigns this Purchase and Sale Agreement, then Buyer shall, at least three (3) business days prior to the Closing, give Seller written notice of such assignment, together with a copy of the assignment and assumption agreement executed by the assigning party and the assignee.

This letter of intent is intended for negotiation purposes only. Neither party shall be legally bound by the terms of this letter or bound to any transaction involving the Property until a mutually acceptable Purchase and Sale Agreement is fully executed by both parties and duly approved by Buyer's governing body; provided, however, that the parties each acknowledge and agree that they will cooperate and use best efforts to negotiate the Purchase and Sale Agreement, and that provisions of the paragraphs entitled

KINZER

PARTNERS

“Interim Operations, Maintenance and Management”, “Exclusivity”, “Confidentiality” and “Publicity” are intended to and shall be enforceable by Buyer.

If these terms meet with your approval, please so indicate by signing below and returning a signed copy to Kris Richey Curtis, Partner, Kinzer Partners at kris@kinzer.com or via fax at (206.442.1530) no later than 5:00 p.m. PDT on May 15, 2017. Otherwise, the proposal contained in this letter shall be deemed to be withdrawn. Please don't hesitate to reach me at (206) 890-1727 if you have any questions.

Very truly yours,

Kinzer Partners



Kris Richey Curtis
Partner

ACCEPTED AND ACKNOWLEDGED:

City of SeaTac

By: Shunello Acting for Joe Scorcio

Date: 05/11/17

**PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”), made as of the Effective Date (as defined below), by and between Kinzer Partners, a Washington _____, or assigns (“**Buyer**”), and the City of SeaTac, a Washington municipal corporation (“**Seller**”).

RECITAL

A. Seller is the owner of certain real property located at 19232 28th Ave. S, SeaTac, King County, Washington (King County parcel number 0422049183) and legally described in Exhibit A (the “**Real Property**”).

B. Pursuant to the terms and conditions hereof, Seller desires to sell and convey to Buyer, and Buyer desires to purchase from Seller, the Real Property.

C. The Real Property is currently unimproved.

D. The Seller has determined that it has no current or future need for the Real Property, that it has declared the Real Property surplus to its needs, and that it has approved of the sale of the Real Property on the terms and conditions of this Agreement and pursuant to Washington State law.

E. In connection with this Agreement, the parties desire to set forth in writing all of the terms, conditions and agreements upon which Seller shall sell and Buyer shall purchase the Real Property and otherwise consummate the transactions contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. INCORPORATION. The above recitals and all Exhibits referred to in this Agreement are incorporated into and made a part of this Agreement.

2. PURCHASE AND SALE. In consideration of and on the terms and subject to the conditions herein set forth, Seller agrees to sell exclusively to Buyer, and Buyer agrees to purchase from Seller, the following property, subject to the terms and conditions set forth herein (collectively, the “**Property**”):

a. The “**Real Property**,” being the land described on Exhibit A attached hereto, together with (i) any and all improvements located thereon, if any (“**Improvements**”), (ii) all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining to such real property, including, but not limited to, any and all minerals and mineral rights, water and water rights, wells, well rights and well permits, water and sewer taps, sanitary or storm sewer capacity or reservations and rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property; and

(iii) without warranty, all right, title and interest of Seller in and to all strips and gores and any land lying in the bed of any street, road, alley or right-of-way, open or proposed, adjoining such real property.

- b. The “**Intangible Personal Property**,” being all intangible personal property related to the Real Property and the Improvements, including, without limitation: any plans and specifications and other architectural and engineering drawings for any proposed development of the Real Property or Improvements; contract rights related to the construction, operation, ownership, maintenance or management of the Real Property (but only to the extent Seller’s obligations thereunder are expressly assumed by Buyer pursuant to this Agreement); any permits, approvals and licenses (to the extent assignable); and all records relating to the Property.

3. PURCHASE PRICE. Subject to the conditions hereinafter set forth, Buyer shall pay to Seller, as the purchase price for the Property, the price of One Hundred Thousand Dollars (\$100,000.00) as follows:

- a. Five Thousand and 00/100 Dollars (\$5,000.00) earnest money deposit (together with all interest thereon, the “**Earnest Money**”) to be deposited with First American Title Company, 818 Stewart Street, Suite 800, Seattle, WA 98101 Attn: _____ (“**Escrow Agent**”) within three (3) business days after execution and delivery of this Agreement by both Buyer and Seller; and
- b. The balance shall be payable in cash or wired funds on the Closing Date (hereinafter defined).

4. EARNEST MONEY. The Earnest Money and any accrued interest shall be applied to the purchase price unless forfeited to the Seller in accordance with the terms of this Agreement. The Earnest Money shall be placed in an interest bearing account at a federally insured bank and shall be held in accordance with this Agreement. Any interest shall go to the benefit of the party entitled to the Earnest Money at Closing or other termination of this Agreement.

5. TRANSFER DOCUMENTS. At Closing, Seller shall transfer title to the Real Property by, statutory warranty deed in the form attached hereto as Exhibit B (the “**Deed**”), with real estate excise taxes to be paid by Seller, conveying to Buyer good and marketable fee simple title to the Real Property subject only to the exceptions listed in the Preliminary Commitment (hereinafter defined) approved or deemed approved by Buyer pursuant to Section 8 (“**Permitted Exceptions**”). Buyer shall pay the cost of recording the Deed. Each party shall pay one-half of the escrow and closing fees. Personal property, if any, shall be transferred by a bill of sale.

6. POSSESSION. Seller shall deliver possession of the Property to Buyer as of the Closing Date.

7. SURVEY. Seller shall provide Buyer within forty-five (45) business days of the Effective Date a current, complete and certified ALTA survey (the “**Survey**”) in an AutoCAD file format. The Survey shall include at a minimum a certified plat, a legal description of the Real Property subject to sale under this Agreement, the location of the Access Easement, topography, easements, curb structures, known existing utility locations including the size, inverts and rims

for sanitary storm sewers. The Survey shall also include any other information reasonably requested by the Buyer, its lender, if any, and the Title Company. Topographic information shall extend at least fifty (50) feet beyond the perimeter property line in all directions, and shall include the full width of all adjacent streets or roadways, except for controlled access highways. The cost of the survey will be paid by the Seller. Seller shall provide Buyer a copy of all existing surveys of the Real Property in its possession (if any) (the “**Survey**”) on or before the time that Seller delivers the Preliminary Commitment described below. Buyer may elect to update this survey at its sole cost and expense before the expiration of the Due Diligence Period.

8. PRELIMINARY COMMITMENT. Promptly and in no case later than fifteen (15) business days after the Effective Date, Seller shall, at its expense, furnish to Buyer a current commitment for an ALTA 2006 Owner’s Policy of Title Insurance issued by First American Title Company (the “**Title Company**”), together with legible copies of all documents, maps and plats referenced therein, in the amount of the Purchase Price (the “**Preliminary Commitment**”). At the Closing, Seller shall cause the Title Company to deliver to Buyer an ALTA 2006 Extended Coverage Owner’s Policy of Title Insurance (the “**Title Policy**”) issued by the Title Company, dated as of the Closing Date, in the amount of the Purchase Price insuring Buyer as owner of fee simple title to the Real Property, subject only to the Permitted Exceptions and with such endorsements requested by Buyer.

Buyer shall have a period of twenty (20) business days after the latter of: 1) receipt of the Preliminary Commitment or 2) receipt of an ALTA Survey of the Real Property, as may be updated by Buyer as provided in Section 7 and/or as may be required by the Title Company in order to issue the Title Policy) (“**Title Review Period**”) to examine the same and to give Seller written notice objecting to any matter reflected therein (“**Title Objection Notice**”). In the event Buyer fails to notify the Seller within said Title Review Period of any such disapproval of the matters disclosed by Buyer’s review of the Preliminary Commitment, the state of title to the Real Property shall be deemed disapproved. If any objections are so made, the Seller shall use best efforts to cure all such title objections within thirty (30) days after receipt of the Title Objection Notice and pending cure of title the Closing shall be postponed. If such objections are not curable within thirty (30) days after Seller’s receipt of the Title Objection Notice, or if the same are not in fact cured within said thirty (30) days for any reason, then Buyer may, at its option, either (a) terminate this Agreement by notice to Seller and Escrow Holder, in which case all Earnest Money paid by Buyer to Seller hereunder shall be promptly refunded to Buyer and the parties shall have no further liability to each other hereunder, except those obligations that expressly survive termination hereof, or (b) waive the objections and proceed to Closing. If Buyer fails to give timely notice electing either alternative (a) or (b), Buyer shall be deemed to have elected alternative (a). Notwithstanding any provision contained in this Agreement, in no event shall any financial liens or encumbrances securing payment of private or public debts (other than current taxes and assessments not yet due and payable and items created by Buyer) be deemed to be Permitted Exceptions to title, and any financial liens and encumbrances securing payment of private or public debts affecting the Property (other than current taxes and assessments not yet due and payment and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller. For purposes of this Agreement, Permitted Exceptions shall be defined as: ad valorem taxes not yet due and payable for the year of Closing and subsequent years; zoning ordinances and all other laws, rules, regulations and ordinances of any

governmental authorities having jurisdiction over the Real Property; and any easements, restrictions or other matters appearing in the Title Commitment or on the Survey that have been approved or deemed approved by Buyer, or that have been waived by Buyer pursuant to this Section 8.

9. PRORATIONS; TAXES. All non-delinquent real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes or assessments on the Real Property shall be paid at Closing from funds accruing to Seller. All payments relating to taxes and assessments that are due and payable prior to the Closing Date shall be paid at the Closing. All payments relating to taxes and assessments that are due and payable after the Closing shall be paid, and/or assumed, by Buyer.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes the following representations and warranties to Buyer as of the Effective Date and as of the Closing Date:

- a. Authority. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has all necessary power and authority to conduct its business as it is now being conducted. Seller is the owner of good and marketable fee simple absolute title to the Property, and has all necessary power and authority to enter into this Agreement and convey the Property to Buyer. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to execute this Agreement and consummate the transaction contemplated hereby on behalf of the Seller.
- b. Enforceability. This Agreement, and upon their due execution and delivery all Seller Closing Documents, constitutes the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.
- c. Violations. Seller has received no written notice of any violations of law, federal, state, county, municipal or other governmental agency regulations, orders or requirements relating to the Property. To the best of Seller's actual or constructive knowledge, Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property that have not been cured. Seller agrees that, if any such notice is received by Seller at any time prior to Closing, then Seller shall notify Buyer of such notice of violation and, at Buyer's request, provide a copy of such notice of violation, in writing, to Buyer. Should Seller receive such notice of violation, it must cure such default or breach contained in the notice within thirty (30) days after receipt of the notice. The Closing Date shall be extended until such time Seller has cured the default or breach.
- d. Litigation. There is no known litigation, suit, arbitration, mediation, proceeding, claim or investigation, including any environmental, zoning or land use regulation proceeding, pending or threatened, against Seller or relating to any aspect of the Property that might create or result in a lien on or otherwise adversely affect the Property or any part thereof or interest therein.

- e. Other Documents. Neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, Seller's organizational documents, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document to which Seller is a party or by which the Real Property is bound.
- f. Condemnation. Seller has not received any written notice from any governmental authority of, and has no knowledge of, any pending or threatened proceedings in eminent domain that would adversely affect all or any portion of the Real Property.
- g. Foreign Person Affidavit. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- h. Wells, Underground Storage Tanks, and Sewage Treatment. To the best of Seller's actual or constructive knowledge, there are currently no wells, underground storage tanks, or individual sewage treatment systems located on or serving the Real Property.
- i. Leases. As of the Closing Date, there will be no leases affecting any part of the Property.
- j. Construction Contracts. Seller has not entered into any written or oral contracts with regard to construction of improvements on the Real Property that have not been fully paid for or that shall not be fully paid for as of Closing.
- k. Complete and Accurate Information. To the best of Seller's actual or constructive knowledge, the information supplied or made available to Buyer pursuant to Section 11 hereof is complete and materially correct.
- l. Assumed Contracts. As of the Closing Date, there will be no other contracts affecting any part of the Property.
- m. Collective Bargaining. Seller is not a party to any collective bargaining, labor or other agreements with any union affecting the Property and will not, unless otherwise required by applicable law, enter into any such agreement prior to the Closing without Buyer's prior written approval.
- n. Utilities. Water and sanitary sewer service are available to the Real Property by local service providers.
- o. Hazardous Materials. To the best of Seller's actual or constructive knowledge, there are no Hazardous Materials (as hereinafter defined) or any contaminants or pollutants of any kind or nature in, on, under, about or emanating from the property, including but not limited to petroleum or asbestos. In addition, to the best of Seller's actual and constructive knowledge, there have not been any violation of Environmental Laws (as hereinafter defined) related to the Property

or the presence or release of Hazardous Materials on or from the Property. To the best of Seller's actual or constructive knowledge, there are no underground storage tanks located on the Property. Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials (as hereinafter defined). The term "Hazardous Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

- p. Charges or Fees. Seller has paid (except to the extent prorated at Closing) all surface water management fees or any other charges attributable to the period prior to Closing which, if not paid, could constitute a lien on the Real Property or for which Buyer may be held liable for after Closing.
- q. Possession by Others. There are no parties or trespassers in possession or that have a right to possession of the Property.
- r. Interest in Real Property. No person or entity other than Buyer has any right of first refusal, right of first offer or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein.

These representations and warranties shall survive for a period of three hundred and sixty-five (365) days after the Closing Date (the "**Survival Period**"), and written notice of any claim by a party for a breach of such representation and warranty must be delivered to the other party within such time period or shall be time barred. For purposes of this Agreement, "knowledge" means the knowledge of Joseph Scorcio, City Manager of Seller.

11. APPROVAL OF DOCUMENTS. Seller shall, as soon as possible after the execution of this Agreement, and in any event no later than ten (10) business days after the Effective Date and delivery of the Earnest Money by Buyer, supply to Buyer for its review and approval any and all documents and information pertaining to the ownership, maintenance and/or operation of the Real Property within Seller's possession, under Seller's control or readily available to Seller, (collectively, the "**Due Diligence Items**") including, without limitation, the following:

- a. Copies of any existing leases, property services contracts, or other existing contracts relating to the Property and written summaries of any verbal agreements for the supplying of equipment and/or services to the Property;
- b. Copies of any building plans and specifications of the improvements of the Real Property, if any;
- c. Copies of any existing reports, studies or other information in Seller's possession or control regarding the environmental condition of the Real Property, including Phase 1 environmental reports, and studies regarding asbestos, lead-based paint or storage tanks located on the Real Property;
- d. Copies of previous and current real estate tax statements;
- e. Copies of any owner's title policy; and
- f. Any surveys of the Real Property.

In the event that this transaction is not closed for any reason, then Buyer shall return the foregoing documents provided by Seller hereunder to Seller.

Subject to Seller's representations and warranties set forth in Section 10 hereof, including without limitation, those set forth in Section 10(k), Seller disclaims any responsibility for the accuracy of any information contained in the Due Diligence Items, whether listed above or otherwise provided to the Buyer. Buyer acknowledges that it uses any Due Diligence Items at its own risk.

Seller shall not enter into any new lease, license, occupancy agreement or contract affecting the Property, nor materially amend or modify any existing lease, license, occupancy agreement or contract, without Buyer's prior written approval.

12. DUE DILIGENCE PERIOD/INSPECTION. Buyer shall have the right during a period commencing on the Effective Date hereof and ending one-hundred twenty (120) calendar days (the "**Due Diligence Period**"), to examine the Due Diligence Items, to enter upon the Real Property from time to time with a minimum of 24 hours prior written, email or telephonic notice from Buyer to Seller, and, at Buyer's sole cost, expense and risk, to examine and inspect the same, and conduct tests and examinations with regard thereto (including soil borings, additional surveys, appraisals, environmental testing etc.), provided that Buyer's activities do not unreasonably interfere with the Seller's use of the Real Property. The Due Diligence Period shall be extended on a day-for-day basis for each day that Seller delays in delivering the Due Diligence Items to Buyer if such an extension is requested in writing by the Buyer. However, in no event shall the Due Diligence Period be extended more than one-hundred fifty (150) calendar days without consent of the Seller. Buyer and Seller shall, at the request of Buyer, arrange a mutually agreeable time(s) for the conducting of such inspection(s). **Buyer agrees to indemnify, defend, and hold harmless the Seller and Seller's officers, employees, and agents from any and all damages, liability, liens, claims, causes of action or expenses, including attorney's fees, relating solely to or arising solely from the activities of Buyer or anyone acting on Buyer's behalf on the Real Property prior to the Closing Date.** Notwithstanding

the foregoing, Buyer shall have no obligation to indemnify, defend and hold Seller harmless and shall not be responsible for the consequences of merely discovering a pre-existing condition on the Property that Buyer or Buyer's Agents did not cause. Buyer shall promptly restore the Real Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by or on behalf of Buyer. The indemnity and repair obligations of Buyer shall survive the Closing of this transaction or the termination of this Agreement, regardless of the cause of termination for a period of three hundred and sixty five (365) days.

If Buyer elects, in its sole discretion, for any reason or for no reason, to proceed with this Agreement, it shall give notice of Buyer's satisfaction of this contingency to Seller (the "**Due Diligence Satisfaction Notice**"). If Buyer does not deliver the Due Diligence Satisfaction Notice at or prior to the expiration of the Due Diligence Period, then this Agreement shall be null and void and Escrow Agent shall return to Buyer any Earnest Money paid by Buyer hereunder and the parties shall have no further liability to each other hereunder, except those obligations that expressly survive termination hereof. If Buyer does deliver the Due Diligence Satisfaction Notice at or prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters pertaining to the Property and the Earnest Money deposit will become non-refundable, except as otherwise provided herein. Following Buyer's delivery of the Due Diligence Satisfaction Notice Buyer and its contractors, lenders, consultants, representatives and agents may enter the Real Property from time to time, with a minimum of 24 hours prior written, email or telephonic notice from Buyer to Seller, to inspect the Real Property. Seller shall not unreasonably withhold its agreement on the time for such inspection.

To the maximum extent permitted by RCW 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement as provided for in RCW 64.06 (the "**Seller Disclosure Statement**"). Seller and Buyer acknowledge that Buyer cannot waive its right to receive the environmental section of the Seller Disclosure Statement (which is contained in Section 6 of the form). Seller will provide the same, with only such environmental section completed by Seller, to Buyer within ten (10) calendar days after the Effective Date. BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER DISCLOSURE STATEMENT (I) IS FOR DISCLOSURE PURPOSES ONLY, (II) SHALL NOT BE CONSIDERED PART OF THIS AGREEMENT, AND (III) SHALL NOT BE CONSTRUED AS A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.

13. CONDITIONS TO BUYER'S PERFORMANCE. This Agreement and Buyer's obligations to proceed to Closing are conditioned, for the sole benefit of Buyer, upon satisfaction of the following prior to the Closing:

- a. Seller's Performance. All representations and warranties of Seller hereunder shall be true, complete and accurate as of the Effective Date and as of the Closing Date, and Seller shall have performed all of its covenants, duties and obligations under this Agreement, as and when required under this Agreement.
- b. Title. Title and the Preliminary Commitment shall have been found acceptable, or been made acceptable, in accordance with the requirements of Section 8 above. The Title Company shall be prepared to issue the Title Policy, subject only to the Permitted Exceptions.

- c. Inspection. Buyer shall have been provided adequate opportunity to inspect the Property and to conduct tests and examinations with regard thereto in accordance with Section 12 above, the results of which shall have been found satisfactory to Buyer in Buyer's sole discretion within the Due Diligence Period as evidenced by Buyer's timely delivery of the Due Diligence Satisfaction Notice.
- d. Delivery of Documents. Seller shall have delivered the Seller Closing Documents (hereinafter defined) to the Escrow Agent.
- e. Acquisition of Adjacent Project Parcels. Buyer shall have acquired the other real property required for its Project (as defined in Section 27), as more fully described in Exhibit C hereto (the "**Project Properties**").

14. CONDITIONS TO SELLER'S PERFORMANCE. This Purchase Agreement and Seller's obligations to proceed to Closing are conditioned, for the sole benefit of Seller, upon satisfaction of the following:

- a. Buyer performing all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement.
- b. Buyer shall have delivered the Buyer Closing Documents (hereinafter defined) to the Escrow Agent.

15. WAIVER OF CONDITIONS; TERMINATION.

- a. Any of the conditions set forth in Section 13 may only be waived in writing by Buyer. Any of the conditions set forth in Section 14 may only be waived in writing by Seller.
- b. If any of the conditions set forth in Section 13 are not satisfied or waived by the date specified, or if no such date is specified, then by the Closing Date, then Buyer may terminate this Agreement by written notice to Seller and Escrow Agent in which case all Earnest Money deposited by Buyer with Escrow Agent shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however, if the failure of any one or more of the conditions set forth in Section 13 also constitutes a default under or breach of the terms of this Agreement on the part of Seller, then the provisions of Section 23 shall control and govern the rights of the parties hereunder.

16. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER. Buyer represents, warrants, and covenants with and to Seller, as of the Effective Date and the Closing Date, as follows:

- a. Authority. Buyer is duly formed under the laws of the state of its creation and is duly authorized to do business in the State of Washington. Buyer has the requisite of power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been

by the Closing Date, duly authorized by all necessary action on the part Buyer and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which such Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.

- b. Liens. Buyer shall not, either by act or omission, permit, create, assume, incur or suffer to exist any encumbrance, lien (including, without limitation, mechanic's liens), covenant, condition, easement, restriction, reservation, development agreement, assessment agreement, special assessment, mortgage, lease, pledge, security interest, or other encumbrance upon the Property prior to the Closing.
- c. Buyer agrees that it will perform examinations and investigations of the Property prior to the expiration of the Due Diligence Period, and that Buyer will rely solely upon such examinations and investigations in purchasing the Property. Except for its reliance upon the representations and warranties expressly provided by Seller in this Agreement, Buyer agrees (i) that it is purchasing the Property on an "As Is" basis and based on its own investigation of the Property and based upon Buyer's own judgment; (ii) that Buyer assumes all risks as to condition, quality, and performance of the Property; (iii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "**Seller's Representatives**") have made any warranty, representation, affirmation, promises, or guarantee, express, implied or statutory, written or oral, concerning the Property or any of the improvements located thereon or therein; and (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or absence of any latent defect, subsurface soil condition, any environmental conditions, including but not limited to hazardous substances, oil, gas, hydrocarbons, and toxic waste, or any other matter pertaining to the physical condition (including but not limited to title, mapping, grading, construction, or otherwise) of the Property.
- d. EFFECTIVE UPON THE CLOSING, BUYER HEREBY WAIVES, RELINQUISHES AND RELEASES THE SELLER AND EACH OF THE SELLER REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY AND EVERY KIND OF CHARACTER, KNOWN OR UNKNOWN, ARISING FROM OR RELATING TO THE PROPERTY OR THE TRANSACTION DESCRIBED IN THIS CONTRACT, THAT, BUT FOR THIS RELEASE, BUYER COULD ASSERT OR ALLEGE AGAINST THE SELLER REPRESENTATIVES AND ANY AND ALL ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS ARISING FROM OR RELATING TO OR OTHERWISE REGARDING THE PROPERTY WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT. THE

RELEASE CONTAINED IN THIS SUBPARAGRAPH SHALL NOT EXTEND TO (AND SHALL EXPRESSLY EXCLUDE) CLAIMS ARISING FROM (I) SELLER'S FRAUD OR INTENTIONAL OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OR (II) SELLER'S BREACH OF ITS REPRESENTATIONS, WARRANTIES AND COVENANTS UNDER THIS AGREEMENT AND THE CLOSING DOCUMENTS. THE FOREGOING WAIVER AND RELEASE SHALL SURVIVE THE CLOSING AND THE DELIVERY AND RECORDING OF THE DEED.

17. TRUTH OF REPRESENTATIONS. The representations and warranties of Buyer and Seller set forth in this Agreement shall be true on the Effective Date and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

18. APPROVALS AND PERMITS. During the pendency of this Agreement, Buyer shall have the right to pursue, and Seller (in its capacity as a seller of property) shall reasonably cooperate with Buyer, including executing any necessary consents and applications for final zoning, platting, site plan and other applicable development approvals or permits, as well as any approvals required under any declaration of covenants, conditions and restrictions or any other private agreement affecting the Property (collectively, the "**Development Approvals**") required in connection with the development and construction of any proposed project by Buyer from all applicable private and governmental authorities. Buyer recognizes and accepts that Seller is a governmental entity with land use and other regulatory authority over and responsibility for many of the Development Approvals for the Property and the proposed project that Buyer may seek and that nothing herein shall commit Seller, in its regulatory capacity, to issue any such Development Approval or otherwise limit, in any manner whatsoever, Seller's free and appropriate exercise of its police power to regulate the use and development of the Property, including without limitation, when appropriate, the power to condition or deny such Development Approvals.

19. PROHIBITED TRANSACTIONS. Seller and Buyer hereby represent to the other that as of the date hereof and as of the Closing Date, the following statements are and shall be true and correct and complete without material misrepresentation or omission: it, nor, to its actual or constructive knowledge, any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (i) with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person, (ii) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (iii) in contravention of Executive Order no. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty

Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time, or (iv) any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (a) the Foreign Corrupt Practices Act, (b) the U.S. mail and wire fraud statutes, (c) the Travel Act, (d) any similar or successor statutes or (e) any regulations promulgated under the foregoing statutes. Neither it nor any of its constituents nor, to its actual or constructive knowledge, any brokers or other agents of same, (x) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons, or (y) are a person described in section 1 of the Anti-Terrorism Order, and neither it nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. If at any time this representation becomes false, then it shall be considered a default under this Agreement and it shall have the right to exercise all of the remedies set forth in this Agreement in the event of a default or to terminate this Agreement immediately. As used in this Agreement, the following terms shall have the following meanings: (a) "Prohibited Person" means any Person that is now or shall be at any time until Closing a Person with whom a U.S. Person, including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended ("Financial Institution"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise; and (b) "U.S. Person" means a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories.

20. CONDEMNATION. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Real Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

21. PRE-CLOSING COVENANTS OF SELLER. From and after the Effective Date until the Closing Date:

- a. Seller shall maintain and manage the Property in substantially the same manner as it is presently being maintained and managed, such that at the Closing Date, the Property shall be in substantially the same physical condition as on the Effective Date.

- b. Seller shall keep and perform all of the material obligations to be performed under the property services contracts.
- c. Seller shall not remove any material items of the personal property from the Real Property unless the same is obsolete or is replaced by tangible personal property of equal or greater utility and value.
- d. Seller shall not, without Buyer's prior written consent, take, approve or consent to any action to change any material permits or licenses of or for the Real Property.
- e. Seller shall not, without Buyer's prior written consent, (i) change the existing zoning (if any) for the Real Property; (ii) plat or restrict the Real Property; (iii) place on or remove from the Property any buildings or improvements; (iv) excavate the Real Property; or (v) commence any action to protest or appeal real estate taxes payable in the year of Closing.

22. NOTICES. Any notice, demand or request that either party hereto may desire or may be required to give to the other party shall be in writing and (a) mailed by certified mail, return receipt requested, or (b) sent by a same-day courier or by an overnight carrier that provides for a return receipt, or (c) sent by electronic mail followed up by mailing of such notice by either of the methods set forth in (a) or (b) above not later than the next succeeding business day. Any such notice shall be sent to the respective party's address as set forth below or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall be deemed received and shall constitute service of notice hereunder three (3) days after the mailing thereof by certified mail or one (1) business day after the sending thereof by overnight carrier or by facsimile pursuant the terms hereof. Rejection or refusal to accept or the inability to deliver notice hereunder because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request.

Buyer: Kinzer Partners
 Attn: Kris Richey Curtis
 801 Blanchard Street, Suite 200
 Seattle, WA 98121
 Email: kris@kinzer.com

With Copies To:

Seller: City of SeaTac
 Attn: Jeff Robinson, Community & Economic Development Director
 4800 South 188th Street
 SeaTac, Washington 98188
 Email: jrobinson@ci.seatac.wa.us

With Copies To:
 City of SeaTac Legal Department
 Attn: Mark Johnsen, Sr. Assistant City Attorney

4800 South 188th Street
SeaTac, Washington 98188
Email: mjohnsen@ci.seatac.wa.us

Any tender, communication or notice so given shall, if personally delivered, be deemed given when delivered and shall, if delivered by registered or certified mail, be deemed given when postmarked.

23. **REMEDIES.** If Buyer terminates this Agreement by reason of non-satisfaction by Seller of one or more conditions to Closing, or if Buyer cancels this Agreement by reason of Seller's default, or if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period, all Earnest Money deposited into Escrow or paid by Buyer to Seller shall be promptly disbursed or refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder. Seller's sole and exclusive remedy for Buyer's default shall be termination of this Agreement and retention of the Earnest Money as liquidated and final damages, provided that Seller's is not itself in default hereunder. Notwithstanding the foregoing, this provision shall not limit Buyer's or Seller's remedies with respect to any of the indemnification provisions of this Agreement. In addition to the other rights and remedies available at law or in equity, Buyer shall have the right to apply for and receive from any court of competent jurisdiction, equitable relief by way of specific performance to enforce performance of the terms of this Agreement.

24. **CLOSING.** The consummation of the transaction as contemplated hereunder (the "**Closing**") shall occur on the date on which all conditions to Closing have been satisfied or waived by the party intended to be benefitted thereby ("**Closing Date**"). The Closing shall occur on December 19, 2017, unless otherwise extended as provided herein, provided that all conditions to Closing have been satisfactorily completed. The Closing shall be conducted at the offices of the Escrow agent and shall occur through escrow.

25. **DELIVERIES BY SELLER AT CLOSING.** On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent the following items ("**Seller Closing Documents**"):

- a. The Deed, in recordable form, duly executed and acknowledged by Seller.
- b. Executed real estate excise tax affidavit to accompany the Deed.
- c. A standard form Seller's Affidavit, duly executed by Seller and completed without exceptions for bankruptcy, judgments, tax liens, mechanic's liens, parties in possession (other than tenants in possession under existing leases) and other unrecorded contracts.
- d. Certified copy of corporate resolutions authorizing the sale and transfer of the Property and designating the officer(s) authorized to sign on behalf of the Seller.
- e. An affidavit of non-foreign status, duly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.

- f. A certificate dated as of the Closing Date and executed by Seller certifying that the representations and warranties are true as of the Closing Date.
- g. All plans, licenses and permits, and warranties that are part of the Intangible Personal Property, duly assigned to Buyer.
- h. All other agreements, documents and instruments necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Buyer.

26. **DELIVERIES OF BUYER AT CLOSING.** On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent the following items (“**Buyer Closing Documents**”):

- a. The Purchase Price, less the Earnest Money plus or minus applicable prorations, deposited by Buyer with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent’s escrow account.
- b. Executed real estate excise tax affidavit to accompany the Deed.
- c. All other agreements, instruments and documents necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Seller.

27. SELLER’S RIGHT OF FIRST OFFER TO REPURCHASE THE PROPERTY. Buyer has informed Seller that it intends to utilize the Property as part of a larger development including the Project Properties, as defined in Section 13 (the “**Project**”). Development of the Project may occur in phases, the initial phase of which may or may not include development on the Property. Buyer’s timely commencement of construction of the Project is a material consideration for Seller’s willingness to enter into this Agreement. Buyer’s timely commencement of construction of a development project is material consideration for Seller’s willingness to enter into this Agreement. If Buyer fails to make application for development permits within twenty-four (24) months of closing and commence construction of its Project within six (6) months of permit issuance, Seller shall have the right, but not the obligation, to repurchase the property from Buyer for 100% of the initial purchase price. “Commencement of construction” shall mean that any physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) on any portion of the Project has begun.

- a. Seller may at any time within the six month period immediately following the six month period following the City’s issuance of a building permit for the initial phase of the Project inform Buyer, in writing, of its desire to purchase the Property and of the purchase price and other specific terms upon which Seller is willing to purchase the Property (“**Seller’s Notice**”).
- b. In the event Seller does not timely deliver to Buyer a Seller’s Notice as described in Section 27(a), Buyer may offer to sell the Property to any third party purchaser on any terms deemed acceptable to Buyer in its sole discretion.

- c. If the Property is sold to a third party after compliance with this Agreement, Seller's rights Section 27 of this Agreement terminate automatically.
- d. Any attempted sale not in conformity with the provisions of Section 27 of this Agreement shall be null and void as against Seller, and Seller shall also have all other remedies available to it at law or in equity, including, without limitation, at its option, injunctive relief against such sale
- e. At Closing, the parties shall record a Memorandum Regarding Construction Commencement Construction in the form attached hereto as Exhibit D. Upon the expiration or termination of its rights under this Section, at the request of Buyer, Seller will execute such documents and instruments as Buyer may reasonably request in order to cause the Property to be released from the Memorandum Regarding Construction Commencement.

28. **BROKERS.** Seller and Buyer represent each to the other that each has had no dealings with any broker, finder or other party concerning Buyer's purchase of the Property except as expressly disclosed herein. Kris Richey Curtis of Kinzer Partners ("**Buyer's Agent**") represents the Buyer and Seller is not represented by a broker. If this transaction is closed, Buyer shall pay a commission of in accordance with its listing agreement with Buyer's Agent. Buyer's Agent is an independent contractor and is not authorized to make any agreement or representation on behalf of either party. Buyer and Seller agree that there is no other broker, finder or intermediary with whom they have dealt in connection with this transaction. Seller agrees to indemnify and hold Buyer harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Buyer as a result of any claim arising out of the acts of Seller for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with Seller. Buyer agrees to indemnify and hold Seller harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Seller as a result of any claim arising out of the acts of Buyer for a commission, finder's fee or similar compensation or made by any broker, finder or any party who claims to have dealt with Buyer. The indemnities contained in this Section shall survive the Closing or the termination of this Agreement.

29. **LITIGATION EXPENSES.** If either party shall initiate any litigation or other legal action hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for any and all costs, including without limitation attorneys' fees, including those incurred on appeal, incurred by the prevailing party in connection with such legal action. In the event the Seller is represented by public attorneys in such actions, such attorneys' fees shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle, King County, Washington.

30. **ENTIRE AGREEMENT.** This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous representations, agreements and understandings of the parties, including any "letter of intent" "letter of understanding" or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

31. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Venue for any dispute arising out of this Agreement shall be in King County, Washington.

32. NO PERSONAL LIABILITY. Buyer acknowledges that this Agreement is entered into by Seller as a municipal corporation and Buyer agrees that no individual officer, Council Member, employee or representative of Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement. Seller acknowledges that this Agreement is entered into by Buyer as a corporation and Seller agrees that no individual officer, director, employee or representative of Buyer shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

33. APPROVALS. Unless otherwise expressly provided herein, no approval or consent required of either party under this Agreement shall be unreasonably withheld, conditioned or delayed.

34. ASSIGNABILITY. Buyer may not assign its rights and obligations under this Agreement without the prior written consent of the Seller. In no case shall any assignment release Buyer from liability hereunder through the Closing; it being agreed that, upon the Closing in the manner contemplated herein by a permitted assignee, neither Buyer nor its affiliates shall have any further obligations or liability to Seller pursuant to this Agreement. Subject to this Section 33, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

35. OFFER TO PURCHASE. The execution and delivery of this Purchase Agreement by Buyer, to Seller, constitutes an offer by Buyer to purchase the Property, on the terms and subject to the conditions as herein set forth. Such offer shall automatically terminate, without notice to Seller, if Seller fails to sign this Purchase Agreement by 4:00 p.m. Pacific Time on June 16, 2017.

36. PARTIAL INVALIDITY. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

37. TIME PERIODS. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Washington. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

38. TIME OF ESSENCE. Seller and Buyer agree that time shall be of the essence of this Agreement.

39. COSTS AND EXPENSES. Except as provided elsewhere in this Agreement, Seller shall pay: (a) the premium for the standard coverage portion of the Title Policy plus the cost of customary endorsements, (b) one-half (1/2) of all escrow fees and costs, (c) all applicable sales and transfer taxes, and (d) Seller's share of prorations. Except as provided elsewhere in this Agreement, Buyer shall pay: (a) the premiums for the extended coverage portion of the Title Policy, and the Lender's Title Policy (if applicable), (b) the cost of an ALTA survey (if required), (c) one-half (1/2) of all escrow fees; (d) all of the cost of recording the Deed, (e) any other recording charges (other than for the Deed), and (f) Buyer's share of prorations.

Because Seller is a public entity, no excise tax will be due on the sale. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants. The Real Property is currently exempt from property taxes, so there are no taxes (except surface water management charges) to prorate. All property taxes and assessments arising from and after Closing shall be the sole responsibility of Buyer. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the City of SeaTac, King County, Washington.

40. EXCLUSIVITY; CONFIDENTIALITY; PUBLICITY. Seller agrees not to market, list or entertain or solicit offers for sale or lease of all or any portion of the Property or for the assignment of its interests under this Agreement, nor enter into any other contract or agreement to sell or lease all or any portion of the Property or assign its interest in this Agreement. Buyer, Seller and their representatives shall hold in strict confidence the existence and contents of this Agreement and the transaction contemplated herein. Buyer acknowledges that Seller is a public agency and must make certain documents related to this transaction publicly available. No advertisement or other publicity concerning this transaction shall be made or disseminated by any party at any time without the review and approval of Buyer and Seller.

41. INTERPRETATION. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

42. COUNTERPARTS. This Agreement may be executed in any number of counterparts by facsimile or email signature, each of which shall be deemed to be an original, but all of which together (original or copy thereof) shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

43. EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the date on which it is last signed by Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

City of SeaTac
a Washington Municipal Corporation

By: _____

Its: _____

Kinzer Partners
(a Washington _____)

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she 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.

NOTARY PUBLIC
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she 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.

NOTARY PUBLIC
My appointment expires _____
Print Name _____

JOINDER BY ESCROW HOLDER

First American Title Insurance Company, Inc. joins this Agreement for the purposes of agreeing to act as Escrow Agent under this Agreement.

First American Title Insurance Company
(a _____ corporation)

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of First American Title Insurance Company, a corporation, on behalf of the corporation.

NOTARY PUBLIC
My appointment expires _____
Print Name _____

**This is a signature and notary page to that certain
Purchase Agreement and Joint Escrow Instructions dated _____, 2017.**

EXHIBIT A

Real Property Legal Description

(The specific acreage within the overall parcel will be determined upon the issuance of an ALTA survey to be completed within 20 business days of the execution of this agreement)

Parcel Number 0422049183: **[CONFIRM LEGAL WITH TITLE COMPANY]**

THE WEST 100 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 366 WITH THE NORTH LINE OF GOVERNMENT LOT 1; AND RUNNING
THENCE EAST ALONG SAID NORTH LINE 20.04 FEET;
THENCE SOUTH 03° 38' 15" EAST ALONG THE EASTERLY LINE OF SAID COUNTY ROAD, 302.59 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE CONTINUING SOUTH 03° 38' 15" EAST ALONG SAID EASTERLY LINE OF ROAD, 74.12 FEET;
THENCE NORTH 89° 57' 45" EAST 287.87 FEET;
THENCE NORTH 00° 35' 00" WEST 73.78 FEET;
THENCE WEST 291.48 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID WEST 100 FEET DEDICATED AS ROAD RIGHT OF WAY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050524000115.

This is the Exhibit A to that certain Purchase Agreement dated _____, 2017

EXHIBIT B
FORM OF DEED

After Recording Return To:

Attn: _____

STATUTORY WARRANTY DEED

GRANTOR: CITY OF SEATAC, A WASHINGTON MUNICIPAL CORPORATION

GRANTEE: _____

Abbreviated Legal Description:

[TO BE DETERMINED AFTER ALTA SURVEY]

Additional legal on Page _____

Assessor's Tax Parcel ID#: _____

THE GRANTOR, CITY OF SEATAC, a Washington municipal corporation, for and in consideration of ten dollars (\$10) in hand paid, conveys and warrants to the Grantee, _____ the following described real estate situated in the County of King, State of Washington.

See Exhibit A attached hereto.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated: _____, 2017

City of SeaTac
a Washington Municipal Corporation

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she 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.

NOTARY PUBLIC
My appointment expires _____
Print Name _____

EXHIBIT C
LEGAL DESCRIPTION OF PROJECT PROPERTY

EXHIBIT D
FORM OF MEMORANDUM OF RIGHT OF FIRST REFUSAL

RESOLUTION NO. 17-010

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Six-Year Transportation Improvement Program for the years 2018-2023.

WHEREAS, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

WHEREAS, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element that serves as a basis for the City's Six Year TIP; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

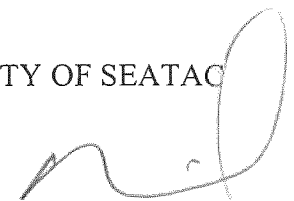
WHEREAS, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

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

1. The Six-Year Transportation Improvement Program (TIP) for the years 2018-2023, a copy of which is attached hereto as Exhibit "A", is hereby adopted. City staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

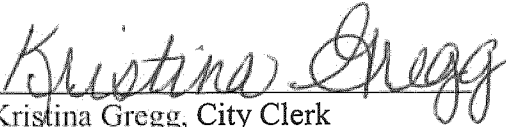
PASSED this 27th day of June, 2017 and signed in authentication thereof this 27th day of June, 2017.

CITY OF SEATAC

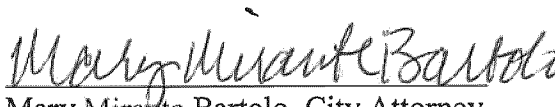


Michael J. Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Six-Year TIP 2018-2023]



D. DESIGN
S. STUDY
E. CONSTRUCTION

WSP
RSD
CONTRACTORS

2018 - 2023 Transportation Improvement Program

Project No
and

Priority	Project Title and Description	2018	2019	2020	2021	2022	2023	Comp Plan TE	Council/PSRC
ST-833	Sidewalks Program 7BD Construct new sidewalk on both sides of the street with curb/gutter, storm drainage and other improvements as necessary.	\$1,900,000 D = \$300,000 C = \$1,600,000	\$1,900,000 D = \$300,000 C = \$1,600,000	\$1,900,000 D = \$300,000 C = \$1,600,000	\$1,900,000 D = \$300,000 C = \$1,600,000	\$1,900,000 D = \$300,000 C = \$1,600,000	\$1,900,000 D = \$300,000 C = \$1,600,000	Goal 4.1, 4.3, 4.4 Policy 4.1A, 4.3A, 4.4A, 4.4C, 4.4F	Council Goal 1
1	Annual Street Overlays & Preservation Program Citywide	\$920,000	\$920,000	\$920,000	\$920,000	\$920,000	\$920,000	Goal 4.1, Policy 4.1A, 4.25	Council Goal 1 PSRC MPP-G-1, T-1, 2, 14
2	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life, and overlay pavements that are structurally declining.	D/C	D/C	D/C	D/C	D/C	D/C		
MP-033	Commuter Trip Reduction Program Annual Element Citywide							Goal 4.1, Policy 4.1A, 4.18	Council Goal 1, PRSC MPP-G-1, T-1, 3, 5, 9, 14, 23, 24
3	Provide for review, approval, and monitoring of the Commute Trip Reduction (CTR) programs for major employers within the City.	\$27,000 WSDOT	\$27,000 WSDOT	\$27,000 WSDOT	\$27,000 WSDOT	\$27,000 WSDOT	\$27,000 WSDOT	Goal 4.1, 4.4 Policy 4.1A, 4.4A, 4.4C, 4.4F	Council Goal 1 PSRC MPP-G-1, T-1, 4, 14, 15, 16, 23, 24
ST-834	Pedestrian Crossing Program Citywide	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000		Council Goal 1 PSRC MPP-G-1, T-1, 4, 14, 15, 16, 23, 24
4	Develop criteria and install rectangular rapid flashing beacons at appropriate pedestrian crossings.	C	C	C	C	C	C		
ST-887	Intelligent Transportation Systems (ITS) Program Citywide	\$100,000	\$100,000	\$150,000	\$200,000	\$200,000	\$200,000	Goal 4.1, 4.2, Policy 4.1A, 4.2T	PSRC MPP-G-1, T-1, 3, 14
5	Implement Intelligent Transportation Systems Program to improve signal coordination and management, transit signal priority, roadway monitoring and response, ITS device management, and data collection. System could include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, or a satellite traffic management center.	S	C	C	C	C	C		
ST-162	International Blvd Safety Improvements S 170th St to S 188th St	\$250,000	\$250,000						Council Goal 1 MPP-G-1, T-1, 4, 14
6	Corridor study to evaluate safety improvements for collision reduction. Possible improvements assumed in cost estimates include four near-side traffic signals and improvements to discourage illegal pedestrian crossings.	S = \$50,000 D = \$100,000 C = \$100,000	C						
ST-125	Military Rd & S 152nd St Military Rd from S 150th St to S 152nd St, and S 152nd St from Military Rd to International Blvd	\$300,000	\$1,800,000	\$1,980,000				Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2I, 4.2P, 4.2R, 4.4A, 4.4D, 4.4E	Council Goal 1, 4 PSRC MPP-G-1, T-1, 14, 15, 16, 21, 23, 24, 26
7	Widen existing roadway, construct sidewalks, pavement overlay, street lighting, undergrounding of aerial utilities, landscaping, and storm drainage. Provided access and circulation improvements. Construct right turn lane on S 152nd St from Military Rd to International Blvd. These improvements support redevelopment of the S 154th St Station Area and facilities potential Military Rd closure between S 152nd St and International Blvd.	D	D = \$300,000 R/W = \$707,000	C					
ST-N78	S 166th Street Pedestrian Improvements Sidewalk/Pedestrian	\$235,000	\$940,000						
8	South 166th Street Safe Routes to School Project includes new sidewalks on both sides of the road, curb and gutter, asphalt overlay and storm drainage. The project limits are between 34th Avenue South and Military Road South. This project will construct 0.39 centimeter miles of new sidewalk and will provide a pedestrian connection to McMicken Elementary School. Grant Dependent	D	C \$940,000- Safe Routes to School Grant						



2018 - 2023 Transportation Improvement Program

Project No. and

D - DESIGN
S - STUDY
C - CONSTRUCTION

R/W - RIGHT OF WAY

Priority	Project Title and Description	2018	2019	2020	2021	2022	2023	Comp Plan TE	Council/PSRC
ST-065	Des Moines Memorial Dr & S 200th St Intersection Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal (when warranted) and channelization improvements. The improvements would be done in partnership with	\$100,000	\$1,500,000	\$1,500,000				Goal 4.1, 4.2, Policy 4.1A, 4.2R	PSRC MPP-G-1, T-1, 9, 14, 26
9		D	D = \$100,000 C = \$1,400,000	C = \$1,500,000					
ST-126	S 152nd St Improvements 30th Ave S to Military Rd	\$2,562,500	\$3,112,500					Goal 4.1, 4.2, 4.3, 4.4, Policy 4.1A, 4.2I, 4.2P, 4.3A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1, 4 PSRC MPP-G-1, T-1, 14, 15, 16, 21, 23, 24, 26
10		D = \$175,000 R/W = \$900,000 C = \$1,487,500	C						
ST-015	S 160th St S 160th St to S 176th St		\$730,000	\$1,375,000	\$4,330,000	\$3,750,000	\$3,750,000	Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2I	Council Goal 1
11			D	D = \$795,000 R/W = \$580,000 C = \$3,750,000	C	C			
ST-044	S 198th St International Blvd to 28th Ave S			\$210,000	\$710,000	\$2,500,000		Goal 4.1, 4.4, Policy 4.1A, 4.2P, 4.4A, 4.4E	PSRC MPP-G-1, T-1, 14, 26
12				D	D = \$210,000 R/W = \$500,000	C			
ST-157	S 2nd Ave S Improvements S 152nd St to S 154th St			\$650,000	\$895,000			Goal 4.1, 4.2, 4.3, 4.4, Policy 4.1A, 4.2I, 4.2H, 4.2P, 4.3A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1, 4 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 21, 23, 24, 26
13				D = \$150,000 R/W = \$500,000	C = \$745,000				
ST-166	S 24th Ave S & S 208th St Intersection			\$125,000				Goal 4.1, 4.2, 4.9, Policy 4.1A, 4.9B	Council Goal 5 PSRC MPP-G-1, T-1, 9, 14, 17, 18, 26
14				(Des Moines \$375,000)					
ST-148	S 154th St Transit Station Area Improvements					\$1,000,000	\$1,000,000	Goal 4.1, 4.2, 4.3, 4.4, Policy 4.1A, 4.2I, 4.2H, 4.2P, 4.3A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1, 4 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 21, 23, 24, 26
15									
ST-N80	South 200th Street Pedestrian and Bicycle Shared Pathway Project Sidewalk/Pedestrian	\$50,000							
16		D	C = \$850,000						
ST-853	Neighborhood Multi-Modal Transportation Improvement Program Citywide			\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	Goal 4.1, 4.3, 4.4 Policy 4.1A, 4.3A, 4.4A, 4.4B, 4.4C, 4.4D, 4.4E, 4.4F, 4.4G, 4.4H, 4.4I	Council Goal 1 PSRC MPP-G-1, T-1, 14, 15, 16, 23, 24
17					D/C	D/C	D/C		
	Total Costs	\$6,677,500	\$12,862,500	\$11,025,000	\$9,670,000	\$11,570,000	\$9,670,000		

Goal



2018 - 2023 Transportation Improvement Program

Project No.
and
Priority

B. DESIGN
S. STUDY
C. CONSTRUCTION

2023
Comp Plan TE
Council/PSRC

Project Title and Description	2018	2019	2020	2021	2022
4.1 For the benefit of SeaTac's residents, businesses, and visitors, promote the safe and efficient transport of people and goods by implementing and maintaining an integrated multi-modal transportation system that also supports and encourages alternative and active transportation modes.					
4.1a reliable movement of people, vehicles, and goods while balancing transportation needs with other community values.					
4.1b environment, and complies with federal, state, regional, and local policies.					
4.2 Develop and maintain an arterial street and highway system that reduces regional and airport traffic on city arterials, and cost-effectively improves safety for all travel modes, manages congestion to reduce delays and the impacts of traffic diverting through neighborhoods, and enhances the look and feel of the City.					
4.2a Work with WSDOT to revise the existing SR 518 interchange with International Boulevard and S. 154th Street consistent with the South 154th Station Area Plan and WSDOT's SR 518 Route Development Plan (RDP).					
4.2b system should be based on the volume of present/future traffic, design, multi-modal facilities, adjacent land uses, and consistency in connections with other agency transportation facilities.					
4.2c functional classification needs of the facility and the needs of the adjacent land uses. The design elements should accommodate and encourage alternative and active transportation modes such as transit, HOV.					
4.2d Invest in improvements to arterials to meet current design standards including pedestrian and bicycle facilities, turn lanes, improved drainage, and enhanced traffic control and illumination. The improvements should be designed and constructed to improve safety, reduce maintenance costs, support economic development, reduce environmental impacts, and improve the					
4.3 Design and operate neighborhood streets to maximize safety of all appropriate travel modes, reduce cut-through traffic, and enhance the look and feel of the City's transportation system in a cost-effective manner.					
4.3a Upgrade residential neighborhood streets with pedestrian and bicycle facilities and increased access to transit in alignment with pedestrian and bicycle network plans.					
4.4 Plan for and develop a system of transportation facilities for all users and all modes including pedestrians, transit users and bicyclists.					
4.4a facilities, amenities, and connections are provided for in conjunction with other transportation facilities and developments.					
4.4b Coordinate with King County and other agencies to advance construction of the Lake to Sound Trail.					
4.4c Work to design and construct arterials to include safe and attractive pedestrian facilities (including crossings) on both sides of the street.					
4.4d Serve the City's residential areas with transit and a well-connected network of sidewalks and bicycle paths.					
4.4e Prioritize safety and pedestrian capacity improvements on streets that provide access to schools, parks, transit facilities, public facilities, and within the Urban Center.					
4.4g and providing connections to regional facilities and major local destinations as described in the Safe and Complete Streets Plan.					
4.4h Prioritize completing a north-south bicycle route east of International Boulevard between S. 188th Street and S. 160th Street					
4.4i Work to implement directional and way-finding signage to direct bicyclists to the desired bike routes and destinations within the City.					
4.5 Encourage the use of transit and other High Occupancy Vehicle (HOV)/multi-modal travel modes to more efficiently accommodate a larger proportion of existing and future travel in and adjacent to the City of SeaTac to reduce the adverse impacts of driving alone.					



2018 - 2023 Transportation Improvement Program

D - DESIGN
S - STUDY
R/W - RIGHT OF WAY
C - CONSTRUCTION

Project No.
and
Priority

Council/PSRC

Comp Plan TE

2023

2022

2021

2020

2019

2018

Project Title and Description

Policy 4.8A Prioritize transportation projects and programs that best improve safety and connectivity, support economic growth, preserves prior transportation investments, and increases capacity of travel modes, reflective of available revenues.										
4.5 Actively coordinate with the Port of Seattle, WSDOT, and regional and local agencies to advance transportation projects and programs identified in this Transportation Element and in the Transportation Master Plan.										

City Goals:

City Operations	Continuously improve the effectiveness and efficiency of city government
Community Engagement	Actively engage the community to gather input on city governance and issues of concern
Infrastructure Investment	Improve the community by making capital investments
Public Safety	Improve Public Safety
Revenue and Development	Steward the City's financial resources and promote economic development to ensure sustainability and future growth.

RESOLUTION NO. 17-011

A RESOLUTION of the City Council of the City of SeaTac, Washington establishing the 2017 Final Docket of Comprehensive Plan amendments.

WHEREAS, pursuant to RCW 36.70A.130(2), a City's Comprehensive Plan may be amended no more frequently than once every year; and

WHEREAS, pursuant to City of SeaTac 2017 Comprehensive Plan Amendment Procedures, as authorized by Resolution 97-0001, Comprehensive Plan amendment cycles will be considered during odd-numbered years, and

WHEREAS, pursuant to City of SeaTac 2017 Comprehensive Plan Amendment Procedures, as authorized by Resolution 97-0001, proposals may be submitted by individuals, property owners, neighboring jurisdictions, Councils, Boards, Commissions or City staff; and

WHEREAS, the City of SeaTac received the following timely proposals to amend the Comprehensive Plan:

- M-1) Segale Comprehensive Plan Map Amendment and Concurrent Rezone
- M-2) Hillside Park Comprehensive Plan Map Amendment and Concurrent Rezone

WHEREAS, additionally, the Community and Economic Development Department proposes the following City-initiated amendments:

- M-3) Addressing Zoning and Comprehensive Plan Map Consistency
- M-4) Eliminating Business Park Land Use Designation and Zone
- M-5) Correcting/Updating Land Use Designations of City-Owned and Adjacent Properties
- M-6) Updating Informational Maps in the Comprehensive Plan
- T-1) Clarifying Land Use Designation Descriptions
- T-2) Integrating Low Impact Development (LID) Policies
- T-3) Updating Mobile Home Park Policies

- T-4) Adding Policy to Explore Allowing Duplexes in Some Single Family Areas
- T-5) Updating Policies Regarding the Design of Regional Facilities
- T-6) Adding Policy Addressing Update to the City Center Plan
- T-7) Updating Capital Facilities Plan

WHEREAS, additionally, the City Council requested consideration of the following potential amendment:

- M-7) Examining Zoning and Land Use Classifications of Bow Lake and Angle Lake Mobile Home Parks
- M-2A) Tombs Parcel Comprehensive Plan Map Amendment and Concurrent Rezone

WHEREAS, the Planning Commission reviewed the proposed amendments and listened to public comment at duly noticed open public meetings and on March 21, 2017, April 18, 2017, May 2 and May 16, 2017, June 16 and June 20, 2017, after which it rendered a recommendation to exclude T-3 and M-7 from the Final Docket and include the other proposed amendments; and

WHEREAS, the Land Use and Parks Committee (LUP) reviewed the proposed amendments and listened to public comment at duly noticed open public meetings on February 23, 2017, April 27, 2017, May 25, 2017, June 22, 2017 and July 5, 2017, after which it rendered a recommendation to exclude T-3 and M-7 from the Final Docket, include the other proposed amendments, and add a new amendment, map amendment proposal M-2A; and

WHEREAS, amendment proposals placed on the Final Docket will undergo further public, agency, and environmental review, consideration by the Planning Commission and Land Use and Parks Committee (LUP), and final consideration by City Council; and

WHEREAS, placing a proposal on the Final Docket does not guarantee or imply its ultimate approval.

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

Section 1. City Council finds that each of the following proposals sufficiently meets the docketing criteria and are hereby included in the 2017 Comprehensive Plan Final Docket:

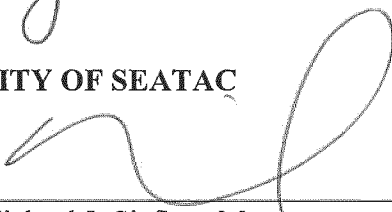
- M-1) Segale Comprehensive Plan Map Amendment and Concurrent Rezone
- M-2) Hillside Park Comprehensive Plan Map Amendment and Concurrent Rezone
- M-2A) Tombs Parcel Comprehensive Plan Map Amendment and Concurrent Rezone
- M-3) Addressing Zoning and Comprehensive Plan Map Consistency
- M-4) Eliminating Business Park Land Use Designation and Zone
- M-5) Correcting/Updating Land Use Designations of City-Owned and Adjacent Properties
- M-6) Updating Informational Maps in the Comprehensive Plan
- T-1) Clarifying Land Use Designation Descriptions
- T-2) Integrating Low Impact Development (LID) Policies
- T-4) Adding Policy to Explore Allowing Duplexes in Some Single Family Areas
- T-5) Updating Policies Regarding the Design of Regional Facilities
- T-6) Adding Policy Addressing Update to the City Center Plan
- T-7) Updating Capital Facilities Plan

Section 2. The following proposals are excluded from the 2017 Comprehensive Plan Final Docket:

- T-3) Updating Mobile Home Park Policies
- M-7) Examining Zoning and Land Use Classifications of Bow Lake and Angle Lake Mobile Home Parks

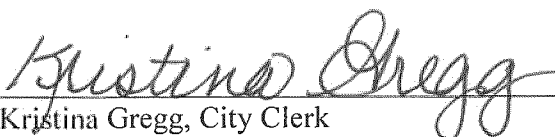
PASSED this 25th day of July, 2017, and signed in authentication thereof on this 25th day of July, 2017.

CITY OF SEATAC



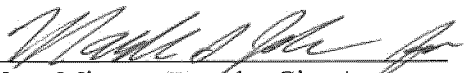
Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante-Bartolo, City Attorney

[Effective Date: 7/25/17]

[Resolution Establishing the 2017 Final Docket of Comprehensive Plan Amendments]

RESOLUTION NO. 17-012

A RESOLUTION of the City Council accepting the Analysis of Station 47 report dated May 26, 2017, relocating Station 47 operations to Station 46 as soon as practical, securing Station 47 for demolition, and marketing the Station 47 property for sale.

WHEREAS, due to its age and overall condition, the ongoing costs of maintaining Station 47 continue to rise; and

WHEREAS, significant public investment is required to continue to operate existing services effectively from this facility; and

WHEREAS, during the 2017/2018 Biennial Budget process, Council directed staff to undertake a cost benefit/return on investment analysis to examine options for the future of Station 47; and

WHEREAS, the Analysis of SeaTac Fire Station 47 report was completed on May 26, 2017; and

WHEREAS, the current condition of Station 47 is substandard for an Essential Public Facility as it is 51 years old and technologically and structurally unsound;

WHEREAS, a seismic study was completed in 2005 and the City has not yet acted on the recommendations contained in the study to undertake the necessary safety and structural improvements; and

WHEREAS, the current workload in the Station 47 service area is one of the lowest in the Puget Sound Regional Fire Authority (PSRFA) service area and among one of the lowest service demands for a fire station in South King County; and

WHEREAS, a joint Administration and Finance Committee and Public Safety and Justice Committee meeting was held on June 1, 2017 to review the analysis and options contained in the report; and

WHEREAS, both the Administration and Finance Committee and the Public Safety and Justice Committee recommended acceptance of the findings contained in the report and that Station 47 operations and services (including staff and equipment) be relocated to Station 46 as soon as practical; and

WHEREAS, the co-location option provides the greatest cost benefit to the City and will maintain levels of service within the standards established in the SeaTac/Puget Sound Regional Fire Authority ILA, with minor adjustments in automatic aid and dispatch agreements; it further provides additional firefighters and quicker response to fires which occur in service areas 45 and 46; and

WHEREAS, the report also identified that a new station is not needed at this time, additional cost savings will be realized by not remodeling/repairing the existing station, the existing site can be land banked or sold and there is less wear and tear on Ladder Truck 46; and

WHEREAS, Station 46 is currently underutilized and can accommodate the additional work crew from Station 47, as Station 46 was designed to include adequate dorms, apparatus, housing and other spaces for a combined staff; and

WHEREAS, the Station 47 site will need to be secured for future demolition; and

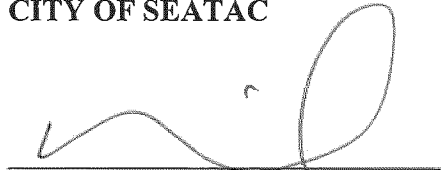
WHEREAS, following demolition of the Station 47 site, the property should be marketed and sold;

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

1. The City council hereby accepts the findings contained in the Analysis of SeaTac Fire Station 47 report dated May 26, 2017.
2. The City Manager is authorized to relocate Station 47 operations (including staff and equipment) to Station 46 as soon as practical.
3. The City Manager is authorized to secure and demolish Station 47.
4. The City Manager is authorized to market the Station 47 property for sale.

PASSED this 25th day of July, 2017 and signed in authentication thereof on this 25th day of July, 2017.

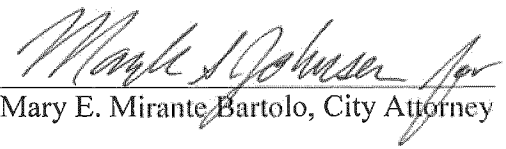
CITY OF SEATAC


Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Fire Station 47]

RESOLUTION NO. 17- 013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, OPPOSING THE SITING OF ILLEGAL SUBSTANCE INJECTION FACILITIES WITHIN SEATAC CITY LIMITS OR WITHIN ADJACENT AREAS OF UNINCORPORATED KING COUNTY.

WHEREAS, addiction to heroin and illegal drug abuse deteriorates individual and community quality of life, fosters criminal activity, increases mortality, and burdens taxpayer funded services such as police, hospitals, and schools; and

WHEREAS, the King County Board of Health passed Resolution No. 17-01 endorsing the Heroin and Prescription Opiate Addiction Task Force Final Report and Recommendations calling on local and state actors to implement the public health policies outlined in the report, including the establishment of at least two pilot safe injection facilities, which King County designates as supervised injection facilities (also known as community health engagement locations, “CHELs”), for supervised injection of heroin and other illegal drugs; and

WHEREAS, the King County Council, by Ordinance No. 2017-0136.2, amended its appropriations ordinance to provide that no funds from its Mental Health and Drug Dependency Fund shall be expended to establish a supervised injection facility except in any city which chooses to establish such a location by vote of its elected governing body; and

WHEREAS, there is not currently evidence that CHELs reduce drug addiction rates within the communities where they are located; and

WHEREAS, CHELs may attract additional criminal activity, such as drug trafficking, burglary, and theft; and

WHEREAS, King County Public Health data indicates that south King County, including the City of SeaTac, is home to larger populations of vulnerable community members that may be especially harmed by the siting of a CHEL; and

WHEREAS, resources supporting drug addiction treatment, and not for permitting illegal use, are already available within the City of SeaTac and surrounding communities; and

WHEREAS, the City of SeaTac has adopted a Comprehensive Plan and zoning regulations pursuant to the Growth Management Act that authorize land uses and activities within the City; and

WHEREAS, SeaTac Municipal Code specifically does not permit any land use that conflicts with State or Federal law; and

WHEREAS, the use, consumption, or injection of heroin or any other Schedule 1 controlled substance is illegal under State and Federal law; and

WHEREAS, the supervised injection facilities are not an authorized or permitted land use pursuant to the City's Comprehensive Plan and zoning regulations; and

WHEREAS, the City Council further finds that the siting of a supervised injection facility within the City of SeaTac, or adjacent areas, to facilitate illegal drug use would be detrimental to the public health, safety, and welfare of the residents of SeaTac; and

WHEREAS, the City Council finds that the siting of a supervised injection facility near the boundary of the City of SeaTac in areas of unincorporated King County would also be detrimental to the public health, safety, and welfare of the residents of SeaTac;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, DO RESOLVE AS FOLLOWS:

SECTION I. Opposition. The City Council of the City of SeaTac, Washington opposes the siting of supervised injection facilities within the City of SeaTac.

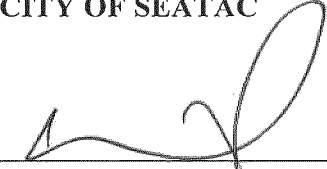
SECTION II. Adjacent Areas. The City Council requests that King County not site a supervised injection facility within any unincorporated area of King County near or adjacent to the City of SeaTac.

SECTION III. Distribution. The City Manager is hereby directed to disseminate this Resolution to the King County Council, King County Board of Health, and other relevant representatives of federal, state, and local governments as appropriate.

SECTION IV. Effective Date. This resolution shall be in full force and effect upon passage and signatures thereon.

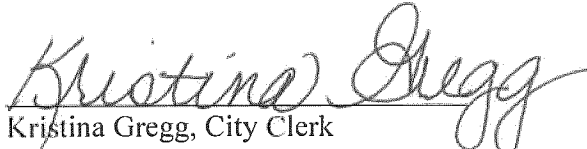
PASSED this 12th day of September, 2017, and signed in authentication thereof on this 12th day of September, 2017.

CITY OF SEATAC



Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary Mirante Bartolo, City Attorney

RESOLUTION NO. 17- 014

A RESOLUTION of the City Council of the City of SeaTac, Washington establishing a transaction fee for use of electric vehicle charging stations located at City Hall and directing that it be included in the Fee Schedule.

WHEREAS, in 2011, the City installed two electric vehicle charging stations provided by Charge Point who provided these stations as part of their network at no cost and under a grant program; and

WHEREAS, the current agreement between the City and Charge Point is due to expire in 2019; and

WHEREAS, at the time of installation, the City elected to provide the use of the charging station to the public without any cost recovery; and

WHEREAS, in 2016, the charging station was utilized 1,026 times which consumed a total amount of 3,879 kilowatts; and

WHEREAS, in 2017, the City replaced the two original stations provided by Charge Point with four new stations at a cost of \$6,398.00; and

WHEREAS, the additional charging stations will help the City provide continued valuable service to the general public as the number of electric vehicles continues to increase; and

WHEREAS, a comparison of fees with other charging stations in the local area presented rates between hourly and flat fees ranging from \$.50 to \$2.00 per transaction; and

WHEREAS, on August 17, 2017, the A&F Committee reviewed this information and recommended a flat fee of \$2.00 per transaction;

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

WASHINGTON HEREBY RESOLVES AS FOLLOWS:

1. The City Council of the City of SeaTac, Washington shall establish a flat fee of \$2.00 per transaction for public use of the electric vehicle charging stations.
2. The implementation of the \$2.00 per transaction fee will be effective upon passage of this Resolution.
3. The City Council directs the City Manager to include the \$2.00 per transaction fee in the City's fee schedule the next time it is published.

PASSED this 26 day of September, 2017, and signed in authentication thereof on this 26 day of September, 2017.

CITY OF SEATAC



Michael J. Siefkes, *Mayor*

ATTEST:



Kristina Gregg, *City Clerk*

APPROVED AS TO FORM:



Mary Mirante Bartolo, *City Attorney*

RESOLUTION NO. 17-015

A RESOLUTION of the City Council of the City of SeaTac, Washington appointing the Records Manager as the City's Public Records Officer and repealing Resolution 05-012.

WHEREAS, RCW 42.56.580 (1), requires that the City appoint and publicly identify a public records officer whose responsibility is to serve as a point of contact for members of the public in requesting disclosure of public records and to oversee the agency's compliance with the public records disclosure requirements; and

WHEREAS, RCW 42.56.580 (3) requires that the name and contact information of the City's Public Records Officer to whom members of the public may direct requests for disclosure of public records, and who will oversee the City's compliance within the public records disclosure requirements of RCW 42.56, shall be made in a way reasonably calculated to provide notice to the public, including posting at the local agency's place of business, posting on its internet site, or including in its publications; and

WHEREAS, the City Council, by Resolution 05-012, appointed the City Clerk as the City's Public Records Officer; and

WHEREAS, due to the realignment of job functions within the City Clerk's Office, along with the creation of a Records Manager position, it is appropriate to change the appointment of the City's Public Records Officer from the City Clerk to the Records Manager;

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

1. The Records Manager, or designee, is hereby appointed as the City of SeaTac's Public Records Officer. The Public Records Officer may be

contacted at SeaTac City Hall, 4800 South 188th Street, SeaTac, WA 98188-8605, during regular business hours between 8:30 AM and 5:00 PM, or by telephone at (206) 973-4800.

2. The City Clerk shall ensure that the name and contact information of the City's Public Records Officer to whom members of the public may direct requests for disclosure of public records, and who will oversee the City's compliance within the public records disclosure requirements of RCW 42.56, shall be made in a way reasonably calculated to provide notice to the public, and which may include posting at City facilities, posting on the City's internet site, and/or including in City publications.

3. Resolution 05-012 is repealed.

PASSED this 20 day of September, 2017, and signed in authentication thereof on this 20 day of September, 2017.

CITY OF SEATAC



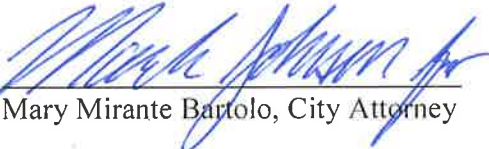
Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary Mirante Bartolo, City Attorney

[Designate Public Records Officer]

RESOLUTION NO. 17-016

A RESOLUTION of the City Council of the City of SeaTac, Washington adopting the Sidewalk Advisory Committee recommendations for the 2018 sidewalk program project.

WHEREAS, the Sidewalk Committee is an advisory committee to the Council; and

WHEREAS, the Sidewalk Committee has developed recommendations for the 2018 sidewalk program; and

WHEREAS, the Council is in agreement with these recommendations being used to inform the selection, outreach and design processes for the 2018 sidewalk project;

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

To provide sidewalk infrastructure designed to improve the overall livability, aesthetics and property values within the City of SeaTac and safely and economically accommodate pedestrian and non-motorized users (inclusive of wheelchairs), the following recommendations shall be implemented regarding project selection, community outreach and project design for the 2018 sidewalk project:

1. Project Selection

Public works staff shall develop and maintain a list of sidewalk project candidates that address sidewalk and related infrastructure needs throughout the City of SeaTac.

Using the Performance Attribute Selection Criteria, the Sidewalk Committee shall screen all sidewalk project candidates through a project selection matrix, based on the following performance attributes:

- a) Mobility/Connectivity
- b) Community Support
- c) Right of Way Impacts
- d) Accessibility
- e) Pedestrian Volume
- f) Funding

The highest scoring project shall be identified for construction and the second highest shall be identified as the alternate project. In the event that the recommended project is not advanced, the alternate project shall be the next considered for construction.

2. Community Outreach

Community outreach shall be a priority during all phases of the sidewalk program. Public meetings shall be held both during the design and construction phases of the projects.

3. Project Design

Sidewalk projects shall be designed to integrate into neighborhoods, be context sensitive and meet the needs of the community. Sidewalk elements to be considered for use/integration into the 2018 project include:

- a) Pedestrian Lighting
- b) Water Quality Retrofits
- c) Traffic Calming
- d) Pocket Parking
- e) Landscaping
- f) Shared use paths
- g) Way Finding

PASSED this 14th day of November, 2017 and signed in authentication thereof on this 14th day of November, 2017.

CITY OF SEATAAC



Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[2018 Sidewalk Program]

RESOLUTION NO. 17-017

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City's Fee Schedule pertaining to Public Records.

WHEREAS, RCW 42.56, Washington's Public Records Act ("Act") allows the public to request public records from the City; and

WHEREAS, while the Act precludes the City from charging a fee for inspecting or locating public records, it does allow the City to charge a reasonable fee for the copying of records; and

WHEREAS, since the Act's adoption in 1972, the use of technology has resulted in many public records stored in an electronic format for which a copying fee was not expressly authorized; and

WHEREAS, with the passage of Engrossed House Bill 1595 during the 2017 regular session, the Washington State Legislature authorized the imposition of a fee for the provision of records in an electronic format and a customized service charge when expertise is required to compile data or when customized access is necessary to provide requested records; and

WHEREAS, the City Council has determined that imposing a copying fee based on actual costs is unduly burdensome for records no larger than 11 x 17, but that actual costs is a more appropriate charge for copying and printing larger records;

WHEREAS, RCW 42.56.070, states that a City seeking to impose actual costs must provide notice and a public hearing; and

WHEREAS, appropriate public notice was given for a public hearing held on November 14, 2017; and

WHEREAS, the City Council has determined that it is appropriate to amend the City's

Fee Schedule;

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

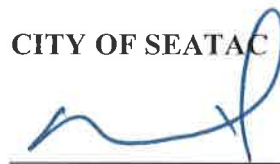
Section 1. The City's Fee Schedule pertaining to Public Records is amended to read as set forth in Exhibit A to this Resolution.

Section 2. The City Council declares that charging actual costs for copying or scanning records up to 11 x 17 in size, or providing records already in electronic format, would be unduly burdensome. With the exception of records exceeding 11 x 17 in size, calculating the actual cost for providing public records is unduly burdensome for the following reasons:

- Multiple employees contribute to the production of public records. Since employees earn different salaries, salary costs for employees would need to be taken into consideration to calculate these costs.
- Employees would need to track actual time spent scanning records, creating an additional burden.
- If multiple departments provide portions of a public records request, there could be different charges for each portion of the request.
- The City leases most copying equipment, and depending on the machine features, some machines have a different lease rate.
- Since many records can be provided electronically, tracking and calculating the amount of time it takes to attach files to the City's document delivery system would take additional time. In many cases, these costs would be higher than charging the statutory fee.

PASSED this 14th day of November, 2017 and signed in authentication thereof on this 14th day of November, 2017.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Fees for Public Records]

EXHIBIT A

The following shall be incorporated into the City of SeaTac Fee Schedule under the section entitled “Copies and Records”).

City of SeaTac Fee Schedule	
1. Audio/Video Recordings of a Meeting(s)	Actual Cost
2. Photocopying Paper Records or Printing Electronic Records	
a) Photocopies of public records or printed copies of electronic public records (up to 11” by 17”)	\$0.15/page
3. Scanning Paper Records	
a) Public records scanned into an electronic format (up to 11” by 17”)	\$0.10/page
4. Other Fees	
a) Photocopies or Printing – Vendor Produced Requestor will be notified of estimated costs in advance.	Actual Cost
b) Service charge to prepare data compilations or provide customized electronic access services.	Actual Cost
c) Cost per each four (4) electronic files or attachments uploaded to email, cloud-based storage, or other means of electronic delivery	\$0.05/four (4) electronic files
d) Transmission of public records in an electronic format	\$0.10/GB
e) City-provided Electronic Storage Media	Actual Cost
f) Postage and/or Mailing Materials	Actual Cost

For Public Records Requests, fees shall be charged but not be collected from a requestor unless the total exceeds \$5.00 in a rolling 90-day period (based on the date of the request).

RESOLUTION NO. 17-018

A RESOLUTION of the City Council of the City of SeaTac, Washington, confirming the appointment of Stephen K. Causseaux, Jr., by the City Manager as the City Hearing Examiner, providing for appointment of a Hearing Examiner Pro-Tem, and authorizing the City Manager to enter into a contract for Hearing Examiner services.

WHEREAS, Section 1.20.030 of the SeaTac Municipal Code provides for the appointment of the Hearing Examiner by the City Manager, subject to confirmation by the City Council, to serve a term of two years; and

WHEREAS, Section 1.20.060 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner Pro-Tem by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

WHEREAS, the City Manager believes that Stephen K. Causseaux, Jr. is qualified to serve as the City's Hearing Examiner, based upon his qualifications, including his training, actual experience in, and knowledge of administrative and quasi-judicial hearings on zoning, subdivision and other land use regulatory enactments; and

WHEREAS, the City Manager appoints Stephen K. Causseaux, Jr. as the City Hearing Examiner subject to confirmation by the City Council; and

WHEREAS, the City Council finds that it is appropriate that the Hearing Examiner appoint a Hearing Examiner Pro-Tem, as necessary, to fulfill the duties of Hearing Examiner set forth in the SeaTac Municipal Code;

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

- 1) The appointment by the City Manager of Mr. Stephen K. Causseaux, Jr. to the position of City Hearing Examiner is hereby confirmed through December 31, 2019, as specified by Ordinance, and the jurisdiction of Mr. Causseaux to perform all previous official acts, hearings and decisions are confirmed and ratified in all respects; and

- 2) The Hearing Examiner is authorized to appoint, as necessary, a Hearing Examiner Pro-Tem, in order to fulfill the duties of the Hearing Examiner as set forth in the SeaTac Municipal Code; and
- 3) The City Manager is authorized to enter into contracts, in substantially similar form as attached hereto in Exhibit A, for Hearing Examiner services with the Hearing Examiner and Hearing Examiner Pro-Tem.

PASSED this 28th day of November, 2017 and signed in authentication thereof on this 28th day of November, 2017.

CITY OF SEATAC



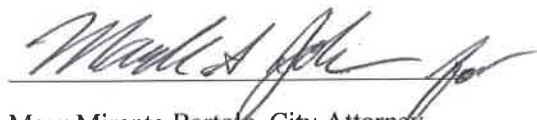
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary Mirante Bartolo, City Attorney

HEARING EXAMINER CONTRACT

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Stephen K. Causseaux, Jr., hereinafter referred to as the Hearing Examiner.

WHEREAS, the Hearing Examiner has been appointed as the Hearing Examiner for the City; and

WHEREAS, the City Council wishes to contract with the Hearing Examiner under the terms and conditions set forth herein; and

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Hearing Examiner to preside over quasi-judicial and appellate matters in accordance with Chapter 1.20 of the SeaTac Municipal Code (hereafter SMC). The Hearing Examiner hereby agrees to serve the City pursuant to this Contract.

2. **SCOPE OF SERVICES.** The Hearing Examiner shall perform all of the duties set forth in Chapter 1.20 of the SeaTac Municipal Code, and all other actions reasonably necessary to fulfill the obligations of the position, as established by State statute or City Ordinance. The provisions of SMC 1.20 and Chapter 35.63.130 of the Revised Code of Washington (hereafter RCW) are incorporated by reference as if fully set forth herein.

3. **TIME FOR BEGINNING AND COMPLETION.** This Contract shall be effective January 1, 2018, and continue in effect through December 31, 2019.

4. **COMPENSATION.** The Hearing Examiner shall provide services to the City at an hourly rate of \$150.00 for the performance of the duties described herein. Any additional costs incurred in the performance of the Hearing Examiner's duties that are subject to reimbursement are stated below:

Secretary	\$50.00 per hour
Clerk	\$25.00 per hour

All compensation and costs that are billed at an hourly rate shall be billed in quarter-hour increments. Other costs not specifically specified in this Contract will only be paid if mutually agreed upon in writing between the City and the Hearing Examiner.

5. **BILLING AND PAYMENT.** The Hearing Examiner shall submit a final invoice to the City within thirty (30) days after a hearing decision is rendered. The City shall make payments to the Hearing Examiner within forty-five (45) days of receipt of the invoice. Each invoice shall

contain a detailed description of charges. The Hearing Examiner shall provide additional information to the City explaining charges upon request.

6. **INDEPENDENT CONTRACTOR.** The Hearing Examiner is an independent contractor for the performance of services under this Contract. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Contract and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

7. **RECORDS INSPECTION AND AUDIT.** The Hearing Examiner shall keep all records related to this Contract for a period of three (3) years following completion of the work for which the Hearing Examiner is retained. The Hearing Examiner shall return the City's original records to the City. The Hearing Examiner shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Hearing Examiner. Upon request, the Hearing Examiner will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner. but the Hearing Examiner may charge the City no more than 15 cents (\$. 15) per page for copies requested for any other purpose.

8. **OWNERSHIP OF WORK PRODUCT.** Any and all documents, drawings, reports, and other work product produced by the Hearing Examiner under this Contract shall become the property of the City upon payment of the Hearing Examiner's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Hearing Examiner.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** The Hearing Examiner shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discrimination in hiring and employment practices, and assuming the service of all clients, customers or involved members of the public without discrimination.

10. **INDEMNIFICATION.** The Hearing Examiner shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Hearing Examiner, its officers, agents and employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the City and its officers, agents and employees or any of them, or jointly against the City and the Hearing Examiner and their representative officers, agents and employees, or any of them, the Hearing Examiner shall satisfy the same to the extent that such judgment was due to the Contractor's negligent act or omissions.

The City shall indemnify and hold harmless the Hearing Examiner and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the Hearing Examiner and its officers, agents and employees or any of them, or jointly against the Hearing Examiner and the City and their representative officers, agents and employees, or any of them, the City shall satisfy the same to the extent that such judgment was due to the City's negligent act or omissions.

11. GENERAL COMPREHENSIVE LIABILITY INSURANCE. The Hearing Examiner shall secure and maintain a policy of comprehensive general liability insurance with an insurance company licensed to do business in the State of Washington, with policy limits of not less than \$1 million dollars. Written proof of the insurance policy shall be filed with the City.

12. RESTRICTION AGAINST ASSIGNMENT. The Hearing Examiner shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City. The Hearing Examiner shall not subcontract part of the consulting services to be performed hereunder, without first obtaining the written consent of the City.

13. TERMINATION OF CONTRACT. Either the City or the Hearing Examiner may terminate the work in the event the other party fails to perform in accordance with the provisions of this Contract. Termination of this Contract is accomplished by either party giving the other party written notice of such termination, specifying the reason for the termination, the extent and effective date thereof, by not sooner than sixty (60) days from date of such notice, providing that the Hearing Examiner shall complete and be compensated for any duties previously assigned and accepted. The Hearing Examiner recognizes that he may be removed from office at any time for just cause by the affirmative vote of a majority of the whole membership of the City Council, pursuant to SMC 1.20.040.

14. CONTRACT ADMINISTRATION. This Contract shall be administered by Stephen K. Causseaux, Jr. on behalf of the Hearing Examiner and by the City Manager on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:
City Manager
City of SeaTac
4800 S. 18th St.
SeaTac, WA 98188

If to the Hearing Examiner:
Stephen K. Causseaux, Jr.
McCarthy & Causseaux
902 South 10th Street
Tacoma, WA 98405

15. CONSTRUCTION AND VENUE AND DISPUTE RESOLUTION. This Contract shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Contract. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the arbitration procedures required in the following paragraph.

If a dispute arises from or relates to this Contract or the breach thereof, and if the dispute cannot be resolved through direct negotiations between the parties, then the parties agree to first settle their dispute by arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expenses of its own counsel, experts, witnesses, and preparation of evidence.

16. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

CITY OF SEATAC

HEARING EXAMINER

By: _____

By: _____

Name: Joseph Scorcio, AICP

Name: Stephen K. Causseaux, Jr.

Title: City Manager

Title: Hearing Examiner

Date: _____

Date: _____

Approved as to Form:

City Attorney

RESOLUTION NO. 17-019

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the City Manager to execute an amendment to a Purchase and Sales Agreement with 176th SeaTac, and execute an easement with the King County Housing Authority, both pertaining to City-owned real estate located at 3120 South 176th Street.

WHEREAS, the City Council passed 17-005, declaring City-owned property located at 3120 South 176th Street surplus, and authorizing the City Manager to execute a Purchase and Sales Agreement with 176th SeaTac LLC; and

WHEREAS, during the due diligence period, an ALTA survey of the property identified encroachments the pre-dated the City's ownership of the property; and

WHEREAS, one of these encroachments is a driveway for the Windsor Heights Apartments, which is owned by the King County Housing Authority ("KCHA"); and

WHEREAS, in order to resolve any issues of legal title for the KCHA encroachment, it is proposed that the City grant the KCHA an access easement; and

WHEREAS, 176th SeaTac, LLC and the City have negotiated a reduction in sales price to compensate for the encroachments; and

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

1. The City Manager is authorized to execute an amendment to the Purchase and Sales Agreement with 176th SeaTac, LLC providing for a reduction in the selling price to \$707,150.00, in substantially similar form as attached hereto as Exhibit A.
2. The City Council finds that it is in the best interest of the City to grant an easement to the King County Housing Authority, in substantially similar form as attached hereto in Exhibit B, and the City Manager is authorized to execute said easement on behalf of the City.

3. The City Manager is authorized to execute any other documents deemed necessary to carry out the intent of this Resolution.

PASSED this 12th day of December, 2017 and signed in authentication thereof on this 12th day of December, 2017.

CITY OF SEATAC




Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[176th SeaTac LLC Purchase and Sale and KCHA easement]

**FIFTH AMENDMENT
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Fifth Amendment to Real Estate Purchase and Sale Agreement (“Second Amendment”) is entered into by and among 176th SeaTac, LLC, (“Buyer”), and the City of SeaTac, a Washington Municipal Corporation (“Seller”) effective as of July 10, 2017 (the “Effective Date”).

RECITALS:

A. Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated as of March 30, 2017 as amended by that certain electronic mail exchange between Wes Wood on behalf of Buyer and Jeff Robinson on behalf of Seller confirmed as of May 11, 2017 and as further amended by those certain First, Second, Third and Fourth Amendments (the “Agreement”).

B. Buyer and Seller wish to amend the Agreement to address certain identified encroachments.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, the accuracy of the Recitals set forth above, and for other good and valuable consideration, Buyer and Sellers hereby agree as follows:

1. Purchase Price Reduction. Section 3 of the Agreement is amended to provide that the Purchase Price of the Property is reduced to Seven Hundred Seven Thousand One Hundred and Fifty Dollars (\$707,150.00). The reduction is due to 1,257 square ft. of encroachments which the parties mutually valued at \$42,850.00.

2. Conditions to Buyer’s Performance. Section 13 of the Agreement is amended to add the following new sub-paragraph e.:

e. Recordation of Access and Mutual Maintenance Easement. Seller and The Housing Authority of King County shall have duly executed and duly recorded that certain Access and Mutual Maintenance Easement in the form attached hereto at Exhibit A.

3. Authority. Each party executing this Amendment represents and warrants that the individual executing this Amendment is duly authorized and empowered to execute it, and does so as the act and on behalf of the party indicated below.

4. Full Force and Effect. Except as modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Amendment and the Agreement, as to the specific matters that are the subject of this Amendment, the terms and conditions of this Amendment shall control.

5. Counterparts; Facsimiles. This Amendment may be executed in one or more counterparts and delivered by facsimile; all counterparts so executed shall constitute one agreement, binding on all of the parties of this Amendment notwithstanding that all the parties are not signatories to the same counterpart. Although the parties hereof intend to be bound by the signatures on the facsimile, they nevertheless agree to formally deliver to each other the executed original documents.

6. Defined Terms. Capitalized terms used herein and not otherwise defined in this Amendment shall have the meanings given in the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

The City of SeaTac, a Washington
Municipal Corporation

By: _____

Name: _____

Title: _____

BUYER:

176th SeaTac, LLC, a Washington limited
liability company

By: _____

Name: _____

Title: _____

When Recorded Return to:

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

ACCESS AND MUTUAL MAINTENANCE EASEMENT AGREEMENT

Grantor: City of SeaTac, a Washington municipal corporation

Grantee: The Housing Authority of the County of King, a public body corporate and politic of the State of Washington

Abbreviated Legal Description:

Portions of the Southeast quarter of the Southeast quarter of Section 28, Township 23 North, Range 4 East, W.M.

Assessor's Property Tax Parcel Account Number(s):

282304-9185; 282304-9178; 282304-9188, 282304-9183 and 282304-9186

THIS AGREEMENT is made as _____ day of December, 2017, by and between , City of SeaTac, a Washington municipal corporation ("Grantor") and The Housing Authority of the County of King, a public body corporate and politic of the State of Washington ("Grantee"), both Grantor and Grantee shall be known as the "Parties".

The Grantor is the owner of real property described on Exhibit A, (Grantor's Property) attached hereto, and does hereby grant and convey, to the herein Grantee, its successors and/or assigns, being the owner of adjacent real property legally described on Exhibit B ("Grantee's Property"), attached hereto, a non-exclusive easement for ingress and egress over, across, through and upon the described property in Exhibit C, attached hereto (the "Easement Area") situated in King County, Washington.

NOW, THEREFORE, in consideration of mutual benefits contained herein, and other good and valuable consideration, the parties do hereby agree to the following:

Grantee shall have the right to use the Easement Area for vehicular and non-vehicular access to Grantee's Property subject to the terms of this Agreement.

Grantor shall have the right at all times as may be necessary to construct, repair or reconstruct the Easement Area, and may remove, disturb, and reestablish existing grades to provide adequate site stabilization, including asphalt, within the Easement Area to permit access to Grantor's Property, so long as same does not (i) materially impair the rights of access granted hereunder, (ii) reduce the Easement Area to less than the area described in Exhibit C and shown on Exhibit C-1, and (iii) impair visibility or the general safety of those using the Easement Area. All costs and expenses for repairs to or work on the Easement Area in connection with construction and modifications on Grantor's Property shall be borne solely by Grantor.

Should the Grantor or Grantee exercise its right to conduct work within the Easement Area, each shall provide reasonable prior written notice and a written schedule to other. Grantor and Grantee shall conduct any repairs, maintenance, reconstruction or replacement within a reasonable time. Grantee agrees to bear its proportionate cost of repairing damage to the Easement Area caused by Grantee, its employees, agents or invitees which damage is attributable to normal wear and tear.

During periods when the Easement Area is being used solely by one Party, such Party shall maintain that portion of said Easement Area so used to the standards existing at the time use is commenced or as hereafter improved. During periods when more than one Party is using the Easement Area, or any portion thereof, the Parties shall meet to establish necessary maintenance protocols/provisions. For purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved. The cost of Easement Area maintenance and resurfacing shall be allocated based on respective uses of said Easement Area.

Any party believing it is necessary for work to be performed on the Easement Area shall notify the other party, in writing, as to the nature and estimated cost of such work, and a time and place for a meeting to discuss the proposed work, which shall not be less than two weeks nor more than two months following the date of delivery of the notice. The Parties shall meet in advance to agree on allocation of the cost to each of the users of the Easement Area for such work. Unless the parties agree in writing to the allocated share of such cost in advance of such improvements being made, such improvements shall be made at the sole cost of the party proposing such improvements.

Should either Party deem it necessary to perform snow and/or ice removal within the Easement Area, the cost shall be borne by the Party performing such tasks. If it is convenient for either party to perform snow or ice removal during the time the same is performed on the respective Party's own property, the same should be performed within the Easement Area.

The Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law, to enter upon said property for repair, inspection, or maintenance of the Easement Area, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they will be replaced or repaired to as good a condition or better as they were immediately before the property was entered upon by the Grantee.

The Grantee agrees to indemnify, defend, and hold harmless the Grantor and its officers, agents and employees, from any and all claims and demands relating in any way to or arising out of the Grantee's use of the Easement Area and appurtenances thereto and/or the exercise by Grantee of any of its rights under this Agreement, except to the extent that the claim arises because of the Grantor's sole negligence or willful misconduct.

The Grantee may assign its rights and obligations under the Easement Area and this Agreement to any successor owner of the Grantee's Property, it being the intention of the parties that the Easement Area and Agreement shall benefit Grantee's Property in perpetuity. Grantee's rights under this Agreement are not transferable or assignable separate from the Grantee's Property.

This Agreement shall be construed under the laws of the State of Washington. Venue for any dispute shall be King County Superior Court, Maleng Regional Justice Center, unless the parties mutually agree to resolve any disputes utilizing alternative dispute resolution. Additionally, each party will be responsible for the payment of their own legal cost and attorney fees.

This easement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs, and assigns.

The individuals executing this Easement Agreement represent and warrant that he/she is authorized to do so on behalf of the respective Parties hereto, and that he/she has full legal power and authority to bind the respective Parties hereto.

Dated this _____ Day of _____, 2017.

Grantor:
City of SeaTac

Grantee:
Housing Authority of the County of King

By: Joseph Scorcio
Title: City Manager

By: Stephen Norman
Title: Executive Director

Approved as to form: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

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

Dated: _____

<p><i>-Notary Seal Must Appear Within This Box-</i></p> <p>IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.</p> <div style="text-align: right; margin-bottom: 0;"> <p>_____</p> <p>(Signature)</p> <p>NOTARY PUBLIC, in and for the State</p> <p>of Washington, residing at _____</p> <p>My appointment expires _____</p> </div>
--

Additional notary on next page

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, on oath stated that (he/she) 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: _____

-Notary Seal Must Appear Within This Box-

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

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

Exhibit A

Parcel A

The northerly 250.00 feet of the southerly 292.00 feet of the east half of the southeast quarter of the southeast quarter of Section 28, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;

Except the westerly 515.00 feet thereof; and

Except the easterly 88.00 feet of the southerly 155.00 feet thereof; and

Except the east 20 feet thereof.

Parcel B:

The north 12 feet of the following described property:

The northerly 155.00 feet in width of the southerly 197.00 feet in width of the east 88.00 feet in width of the southeast quarter of the southeast quarter of Section 28, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;

Except the east 20 feet thereof.

EXHIBIT B
LEGAL DESCRIPTION OF WINDSOR HEIGHTS PROPERTY

THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 28;
THENCE NORTH 01°13'23" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1,318.22 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF THE PLAT OF BOWMONT TERRACE, AS PER PLAT RECORDED IN VOLUME 55 OF PLATS, PAGE 16, RECORDS OF KING COUNTY;
THENCE NORTH 88°47'53" WEST, ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28, A DISTANCE OF 558.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°47'53" WEST, A DISTANCE OF 103.97 FEET TO THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28;
THENCE SOUTH 01°20'20" WEST, ALONG THE WEST LINE OF SAID EAST ½, A DISTANCE OF 411.89 FEET;
THENCE SOUTH 88°25'29" EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID EAST ½, A DISTANCE OF 238.00 FEET;
THENCE SOUTH 01°20'20" WEST ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID EAST ½ A DISTANCE OF 173.00 FEET;
THENCE SOUTH 88°25'29" EAST, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 01°20'20" WEST, A DISTANCE OF 437.01 FEET;
THENCE SOUTH 88°25'29" EAST, A DISTANCE OF 76.05 FEET, TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND LYING 338.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 28;
THENCE NORTH 01°13'23" EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 355.00 FEET;
THENCE NORTH 88°25'29" WEST, A DISTANCE OF 11.00 FEET;
THENCE NORTH 01°13'23" EAST, A DISTANCE OF 370.00 FEET;
THENCE NORTH 88°25'29" WEST, A DISTANCE OF 209.01 FEET;
THENCE NORTH 01°13'23" EAST, A DISTANCE OF 297.58 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATAC, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT C
(Legal Description)

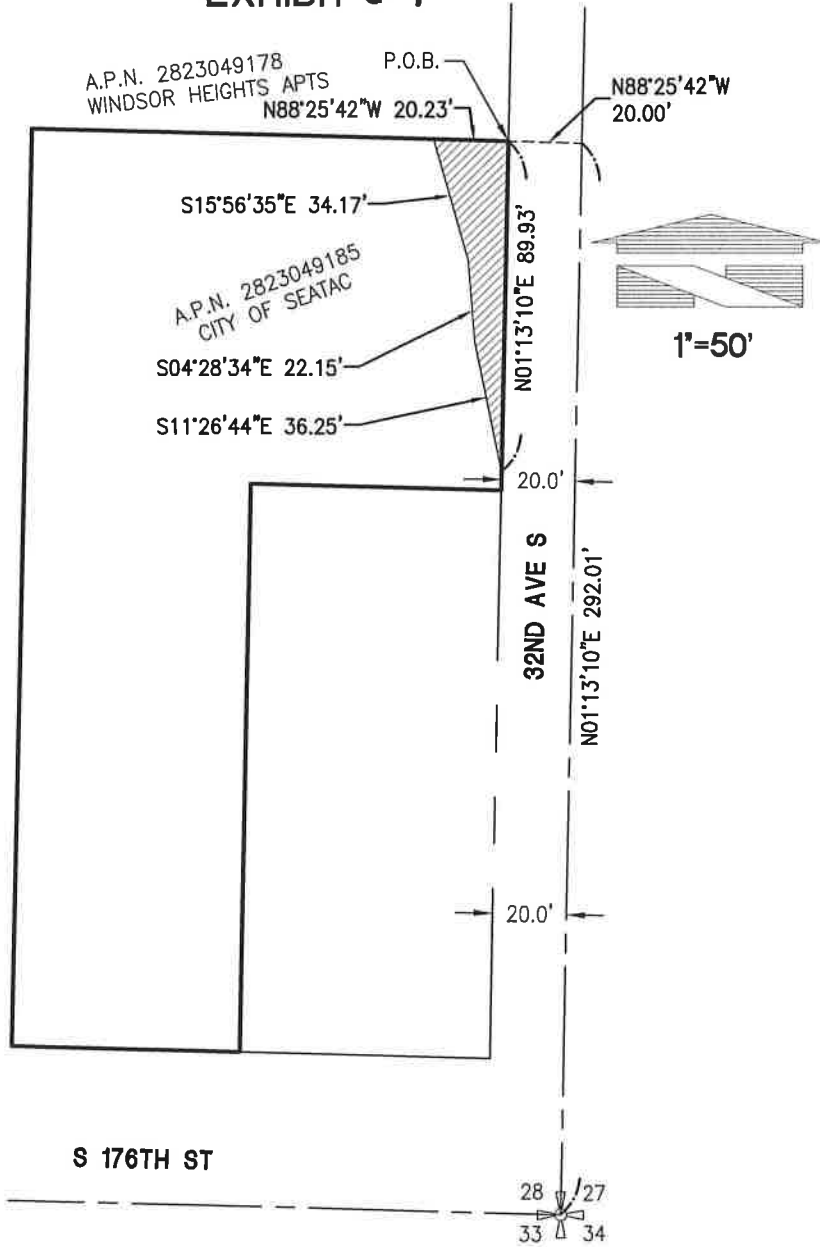
A portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 28;
THENCE North 01°13'10" East, along the east line of said Section 28 for a distance of 292.01 feet to a point on the north line of the south 292.00 feet of said Section 28;
THENCE North 88°25'42" West, along said north line for a distance of 20.00 feet to the west line of the east 20.00 feet of said Section 28, also being the west margin of 32nd Avenue South and the POINT OF BEGINNING;
THENCE continuing North 88°25'42" West, 20.23 feet;
THENCE South 15°56'35" East, 34.17 feet;
THENCE South 04°28'34" East, 22.15 feet;
THENCE South 11°26'44" East, 36.25 feet to the west line of the east 20.00 feet of said Section 28 and being the west margin of 32nd Avenue South;
THENCE North 01°13'10" East, along said west line for a distance of 89.93 feet to the POINT OF BEGINNING.




Project: 18454 City of Seatac
18454exh01-ease.dwg
18454L.001.doc
OBH
October 5, 2017

EXHIBIT C-1



File:P:\18000s\18454\survey\18454exh01 - ease.dwg Date/Time:10/5/2017 11:19 AM OWEN HILLE

PTN. OF SE1/4 OF THE SE1/4 OF SECTION 28, T23N, R4E, W.M.

SCALE: HORIZONTAL 1"=50' VERTICAL N/A	For: CITY OF SEATAC	JOB NUMBER 18454
	Title: ACCESS EASEMENT	SHEET 1 of 1
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	DRAWN <u>OBH</u>	APPROVED <u>OBH</u> DATE <u>10/5/2017</u>

RESOLUTION NO. 17-020

A RESOLUTION of the City Council of the City of SeaTac, Washington amending Resolution No. 16-028 to adjust Joseph Scorcio's salary, including a cost of living adjustment (COLA), and amending Resolution No. 17-003 granting Joseph Scorcio additional management days in 2018.

WHEREAS, on April 6, 2016, City Council passed Resolution No. 16-012 designating CED Director Joseph Scorcio as the Acting City Manager and qualified administrative officer of the City; and

WHEREAS, on April 26, 2016, City Council passed Resolution No. 16-013, setting the salary for the Acting City Manager; and

WHEREAS, on December 13, 2016, the City Council passed Resolution No. 16-028 adjusting the salary of the Acting City Manager to \$14,044 per month, incorporating the 2017 COLA; and

WHEREAS, on February 28, 2017, the City Council passed Resolution 17-003 naming Joseph Scorcio as the City Manager; and

WHEREAS, Resolution 17-003 provided Joseph Scorcio a total of 12 management days for 2018 with his intended retirement date on or about July 6, 2018; and

WHEREAS, through Resolution 17-003, the Council authorized Joseph Scorcio to facilitate the recruitment and selection process of a new City Manager with a target date of April 1, 2018, but the timeline for such recruitment has been adjusted; and

WHEREAS, effective January 1, 2018, the City Council desires to amend Resolution No. 16-028 by increasing Joseph Scorcio's compensation by 5%, plus an additional 2.85% COLA for 2018, for total monthly compensation of \$15,166.47; and

WHEREAS, Joseph Scorcio has agreed to delay his retirement until September 2018;
and

WHEREAS, the City Council desires to Amend Resolution No. 17-003 to grant Joseph Scorcio three (3) additional management days in 2018 to help offset the extreme hours he is expected to work;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Joseph Scorcio shall be compensated at \$15,166.47.45 per month effective January 1, 2018.


Section 2. The City Council acknowledges that Joseph Scorcio is willing to extend his retirement beyond July 6, 2018 to on or about September, 2018.

Section 3. The City Council shall provide Joseph Scorcio three (3) additional management days in 2018 (15 management days total).

Section 4. The City Council authorizes Joseph Scorcio to facilitate the City Council's recruitment and selection of a new City Manager with the target hiring date in 2018, prior to his intended retirement date to allow for a transition overlap. This recruitment and selection process will include opportunities for community participation.

PASSED this 12th day of December, 2017 and signed in authentication thereof on this 12th day of December, 2017.

CITY OF SEATAC




Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary Mirante Bartolo, City Attorney

[City Manager Compensation]

RESOLUTION NO. 17-021

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to enter into an Interlocal Agreement with the Port of Seattle.

WHEREAS, as Washington municipal corporations, the City of SeaTac (City) and the Port of Seattle (Port) each have statutory authority to address common subjects such as planning, land use and zoning, transportation, surface water management, environmental regulations, permitting, public safety and other matters; and

WHEREAS, the Interlocal Cooperation Act, codified in RCW 39.34, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, an Interlocal Agreement (ILA) currently in existence between the City and the Port expires February 16, 2018; and

WHEREAS, the City and Port commenced negotiations of a new ILA in June, 2016; and

WHEREAS, the Joint Advisory Committee (JAC) met multiple times to review and give input on specific issues contained in the ILA as it progressed; and

WHEREAS, the JAC having fully reviewed the ILA has forwarded it to the full City Council and Port Commission for action; and

WHEREAS, on November 14, 2017, the City Council heard a brief presentation on the ILA during the Council Study Session; and

WHEREAS, on November 16, 2017, the City and the Port jointly hosted an open house at the SeaTac Community Center to provide another opportunity for the public to understand the proposed Agreement and to ask any questions; and

WHEREAS, on November 20, 2017, a presentation on the proposed ILA was made before the Airport Advisory Committee; and

WHEREAS, on November 21, 2017, the JAC met to review input received and to make final recommendations on the proposed ILA; and

WHEREAS, on November 28, 2017, a detailed presentation was made before the City Council during the Council Study Session; and

WHEREAS, the City Council finds the proposed ILA to be in the best interest of the City, its citizens and residents;

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

1. The City Manager is hereby authorized to enter into an Interlocal Agreement between the City of SeaTac and the Port of Seattle in substantially similar form attached hereto as **EXHIBIT "A"**, subject to technical and typographical edits.

PASSED this 12th day of December, 2017 and signed in authentication thereof on this 12th day of December, 2017.

CITY OF SEATAC




Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary Mirante Bartolo, City Attorney



**PROPOSED
2018 INTERLOCAL AGREEMENT
December 5, 2017**

(Clean Version)

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement” or “ILA”) is entered into effective the _____ day of _____, 2018 between the PORT OF SEATTLE (“Port”), a Washington municipal corporation, and the CITY OF SEATAC (“City”), a Washington municipal corporation, collectively referred to as the “Parties.”

CHAPTER I: PREAMBLE

1.1. WHEREAS, pursuant to Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, the Parties desire to enter into a new agreement with one another in order to jointly establish a mutual and cooperative system for exercising their respective jurisdictional authority to avoid disputes or potential claims and to obtain fair and equitable resolution of any potential disputes or claims;

1.2. WHEREAS, the Port owns and operates Seattle-Tacoma International Airport (“Sea-Tac Airport” or “Airport”) and owns other real property located within the boundaries of the City;

1.3. WHEREAS, the Parties previously entered into an Interlocal Agreement (“ILA-1”) dated September 4, 1997, along with Amendment #1 dated December 14, 1999, Amendment #2 dated December 15, 1999, Amendment #3 dated December 5, 2000, and Amendment #4 dated December 26, 2001, all of which expired on September 4, 2007;

1.4. WHEREAS, the Parties previously entered into another Interlocal Agreement (“ILA-2”) dated February 16, 2006, along with Amendment #1 dated September 11, 2007, Amendment #2 dated December 11, 2007, Amendment #3 dated November 8, 2013, and Amendment #4 dated December 30, 2015, all of which will expire on February 16, 2018;

1.5. WHEREAS, it is in the best interests of the Port, the City, and the community for the Parties to work together cooperatively to carry out the intent of this Agreement and to prevent potential claims, disputes and litigation;

1.6. WHEREAS, this ILA provides the best mechanism for ensuring the Parties place a high priority on a cooperative relationship in order to carry out the intent of this Agreement, and to avoid potential claims and disputes regarding the subject matter of this Agreement; and, to resolve any such claims and disputes in a fair and equitable manner;

1.7. WHEREAS, the City is governed by multiple sources of authority, including but not limited to the Washington State Constitution, and extensive sections of Chapters 19.27, 35A.01, 35A.11, 35A.24.010, 35A.63, 36.70, 36.70A, 36.70A.510, 36.70A.547, 36.70B, and 43.21C RCW;

1.8. WHEREAS, the Port is governed by multiple sources of authority, including but not limited to the Washington State Constitution, and extensive sections of Chapters 14.08 and 14.12 and Title 53 RCW, and any other applicable laws;

1.9. WHEREAS, the City and the Port signed a Letter of Understanding regarding the environmental review of the Sustainable Airport Master Plan (SAMP), dated September 15, 2015 that states the Port's commitment to "identify transportation and other improvements necessary to accommodate future growth and mitigate where necessary" when proceeding with the Airport's Master Plan and its environmental documents;

1.10. WHEREAS, the Parties desire to reach agreement pertaining the Port's payment of City Storm Water Utility Fees;

1.11. WHEREAS, Chapter 19.27.031 RCW provides that the City enforces Chapter 19.27 RCW, the State Building Code;

1.12. WHEREAS, the City may authorize the Port to act on behalf of the City as its agent to carry out the function of State Building Code enforcement on Port-owned properties for all activities that are subject to the State Building Code;

1.13. WHEREAS, all actions undertaken by the Parties are governed by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, and both Parties have lead agency authority to the extent provided in the SEPA rules promulgated in Chapter 197-11 of the Washington Administrative Code (WAC);

1.14. WHEREAS, collaborative and philosophical operational agreements between the Port Police and City Police Departments, and their respective dispatch centers, benefit public safety by improving timely police responses and reducing jurisdictional confusion for dispatch centers and first responders of both agencies;

1.15. WHEREAS, the Port and the City wish to take advantage of the benefits provided by the Airport while addressing other impacts upon the community from certain activities from the Airport;

1.16. WHEREAS, the annual surface water management fee paid by the Port to the City shall be consistent with the Federal Aviation Administration (FAA) Revenue Use Policy and calculated consistently for the airport and other comparable units or cost center of government;

1.17. WHEREAS, Airport projects must be consistent with Grant Assurances #6 and #7, concerning the projects being reasonably consistent with local plans and that fair consideration is given to the interest of the communities in or near the project location;

1.18. WHEREAS, the Port must abide by all federal grant obligations, revenue use policies, the requirements of Part 139, and the National Environmental Policy Act (NEPA) with respect to all Airport property, including Airport property that is located outside of the Air Operations Area (AOA);

1.19. WHEREAS, the development of Airport property that is federally obligated and located outside of the AOA must be consistent with federal obligations, including Grant Assurances #5 and #21, and be consistent with the adopted Airport Layout Plan (ALP);

1.20. WHEREAS, permit related fees for quality assurance services must be consistent with value that the Port receives from the City; and,

1.21. WHEREAS, the City and the Port shall work together in a cooperative effort to support workforce development in the City for businesses and employees associated with airport operations.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Port and City agree as follows:

GENERAL PROVISIONS

CHAPTER II: GENERAL PROVISIONS

2.1. Good Faith.

Each party will use good faith in implementing and maintaining the other party's interests as reflected in this Agreement.

2.2. No Surprises.

Each party shall maintain a "no surprises" policy that keeps one another informed of issues that may have an impact on the ability of the Parties to carry out the intent of this ILA.

2.3. Term.

This Agreement shall be binding on the Parties for a term of ten (10) years. In the fifth year of this Agreement, staff for each of the Parties shall make a recommendation to the Joint Advisory Committee (JAC) to either complete the term without renegotiating the provisions of the Agreement, or reopen negotiations immediately. Subsequently, members of the JAC shall make a recommendation to the Council and Commission, respectively, for formal action to either complete the term of the Agreement without renegotiating the provisions of the Agreement, or open negotiations immediately. In the event either party decides to reopen negotiations in the fifth year of this Agreement, then negotiations will commence within thirty (30) days. In the event both Parties decide not to reopen negotiations concerning the provisions of the Agreement, then negotiations for a subsequent Agreement shall commence no later than 24 months prior to the expiration of this Agreement. Regardless of whether or not either the Council or the Commission votes to reopen negotiations, or if reopened negotiations are not successful, this Agreement shall continue in effect until either the term expires or the Parties formally adopt revisions to the Agreement. Notwithstanding the provisions above, either party may notify the other in writing of its intent to withdraw from and terminate this Agreement with not less than two (2) years' notice.

2.4. Dispute Resolution.

Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed by these Dispute Resolution provisions. The Parties agree that cooperation and communication are essential to resolving issues efficiently and effectively. If a dispute about the implementation of this Agreement arises, staff from each party shall endeavor to resolve the dispute at the staff level. If the dispute is still unresolved, then the Managing Director, Aviation Division for the Port of Seattle and the City Manager for the City shall meet to discuss and attempt to resolve the dispute in a timely manner. If the Managing Director and the City Manager are unable to resolve the dispute, then the Parties may pursue their legal remedies or agree to pursue alternative dispute resolution options such as mediation or arbitration. At all times, while resolution of the dispute is underway, the Parties shall continue to carry out their responsibilities under the Agreement. All resolutions of disputes shall be documented in writing (emails, letters, memos, etc.) and incorporated into this Agreement.

2.4.1. Matters Not Subject to Dispute Resolution.

If a dispute arises between the Parties that is not subject to these Dispute Resolution

procedures and not resolved by these Dispute Resolution procedures, then either party may enforce this Agreement by pursuing any applicable legal remedies.

2.5. Payments.

A. Surface Water Management Fees.

Pursuant to Chapter VI, Subsection 6.3.B.1., the City shall invoice the Port for Surface Water Management Fees payable in equal portions by March 31 and October 31 of each calendar year.

B. Fees for Service – Quality Assurance.

These fees to be paid pursuant to the provisions of Chapter V, Subsection 5.5.

C. Community Relief Contribution.

Pursuant to Chapter VII, Subsection 7.6., the City shall invoice the Port for the Community Relief Contribution prior to March 1 of each calendar year, which shall be paid by the Port no later than March 31st.

D. Late Invoices.

Failure of the City to invoice the Port for any payments owed shall not be deemed a waiver, and the Port shall have 45 days to make payment of any late invoices.

2.6. Binding Agreement; Authority.

The terms and conditions of this Agreement are binding on both Parties, and govern only during the term of this ILA, and upon expiration each party reserves all of its rights pertaining to the subject matter contained herein. Each party represents and warrants it has the authority and has undertaken all actions necessary to authorize this as a binding agreement.

2.7. Amendment Process.

This Agreement may need to be amended as circumstances change or issues arise.

A. If a minor amendment is needed, then the Agreement may be amended by a Letter of Agreement (LOA) between the Airport Managing Director and the City Manager. A minor amendment is one that does not change the substance or intent of the existing Agreement. Some illustrative examples include simple editing errors, corrections of any maps, exhibits or tables, or changes that may be needed to better clarify the intent, procedures or practical application of the existing agreement. All LOA's will be attached to this Agreement. Copies of the LOAs will be forwarded to the JAC after they have been fully executed.

B. All major amendments must go through the JAC to the City Council and the Port Commission for formal action. A major amendment is one that may change or alter the intent or substance of the agreement or introduces new elements or new conditions to the agreement.

C. Any amendment to this Agreement shall be in writing signed by both Parties.

2.8. Joint Advisory Committee.

A. The JAC shall be comprised of three (3) members of the City Council and two (2) members of the Port Commission. At a minimum, the JAC shall meet on a quarterly basis. The JAC will:

1. Provide policy direction to the City and Port staff in regards to the ILA;
2. Receive regular briefings and updates regarding implementation of the ILA;
3. Report and make recommendations to Council and Commission respectively;
4. Discuss current issues, topics and proposals involving and affecting the Airport and the City;
5. Receive and review all LOAs pertaining to minor amendments to the ILA; and
6. Review and recommend all major amendments to the ILA prior to the Council and Commission action.

2.9. Governing Law.

This Agreement shall be governed by the laws of the State of Washington.

2.10. Interpretation; Severability; Changes in Law.

This Agreement is intended to be interpreted to the full extent authorized by law as an exercise of each party's authority to enter into agreements. If any provisions of this Agreement are declared unenforceable or invalid by a court of law, then the Parties shall diligently seek to modify this Agreement (or seek the court's determination of whether and how the agreement is to be modified if the Parties cannot reach agreement) consistent with the Parties' intent to the maximum extent allowable under law and consistent with the court decision. If there are changes in applicable law, court decisions, or federal regulations or interpretations that make either party's performance of this Agreement impossible or infeasible, then the Parties shall diligently seek to modify this Agreement consistent with the Parties' intent and consistent with the good faith obligations set forth in Chapter II, Subsection 2.1.

2.11. Indemnity and Hold Harmless

To the extent permitted by law, the Port and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither the Port nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the Port and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Port's or the City's own negligence. The Port and the City agree that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Port and the City, by

mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that the Port or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

2.12. Coordination; Notice.

Each party shall designate in writing a contact person for implementation of this Agreement. Any notice or demand under this Agreement shall be in writing and either (a) delivered personally, (b) sent by electronic transmission with confirmation, or (c) deposited in the U.S. mail, certified mail, postage prepaid, return receipt requested, and addressed to the designated contact person.

2.13. Time of Essence.

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

2.14. Headings.

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

2.15. Authorities Concerning this Agreement.

The Parties have identified specific City, Port, or mutually developed standards that govern the topics identified in this Agreement. Any disputes between the Parties concerning applicable standards shall be resolved in accordance with the Dispute Resolution process set forth in Chapter II, Subsection 2.4.

2.16. Shared Legislative Strategies.

To the degree reasonably possible, each party will share proposed legislative strategies in advance of state and federal legislative sessions in order to consider opportunities for mutual support.

2.17. Federal, State and Local Laws.

Any references to Federal, State, or Local laws and regulations includes any future amendments unless otherwise stated.

2.18. Effective Date and Termination of Prior Agreements.

This Agreement shall be effective on February 17, 2018. Upon the effective date of this Agreement, ILA-2 and its amendments shall no longer be in effect. In addition, the 1999 911 Settlement Agreement is expired.

LAND USE AND DEVELOPMENT STANDARDS

CHAPTER III: Land Use and Development Standards

3.1. Purpose.

The purpose of this Chapter is to establish a coherent and cooperative system for the Parties to express their agreement concerning the identification and management of land uses and development standards for Port-owned property located within the City. These standards include comprehensive planning, zoning, regulatory controls, and exceptions.

3.2. Chapter Review.

The Parties shall review this Chapter every two (2) years to determine whether any amendments are necessary.

3.3. Comprehensive Planning, Zoning, and Land Uses.

A. Comprehensive Plan and Zoning Designations.

One comprehensive planning designation and two zoning designations shall apply to Port-owned property located within the City as described below.

B. Comprehensive Plan Designation.

1. Port-owned property located within the City shall be designated as “Airport” under the City’s Comprehensive Plan.
2. If the Port acquires property located within the City after the effective date of this Agreement, the Port shall follow the City’s procedures identified in City Resolution 97-001 to request amendment of the property’s Comprehensive Plan designation to “Airport.” The City’s Comprehensive Plan may only be amended pursuant to procedures established by the Community and Economic Development Director and no more frequently than once each calendar year, except as provided in Chapter 16A.25.040 (C) of the SeaTac Municipal Code (SMC) or state law.

C. Zoning Designations.

1. Port-owned property located within the City shall be zoned either “AVO--Aviation Operations” or “AVC--Aviation Commercial”. The descriptions of the AVO and AVC zones are as follows:
 - a. Aviation Operations (AVO).
The Aviation Operations zone is designated for facilities or structures that provide safe and efficient movement of the traveling public, employees, and goods and services associated with airport operations.
 - b. Aviation Commercial (AVC).
The Aviation Commercial zone is designated for airport related and non-airport related commercial, industrial or light manufacturing use, while maintaining compatibility with airport operations and activities.

2. If the Port acquires property located within the City after the effective date of this Agreement, the Port shall request a site specific rezone pursuant to SMC 15.115.050 (and as authorized by 35A.63.170 RCW) to rezone the property to either AVO or AVC. The City shall facilitate the processing of the Port's application for a rezone of Port-owned property to the AVO or AVC zoning designations in a timely and consistent manner pursuant to the process found in SMC 15.115.050.

D. Airport Land Use Chart.

Airport uses allowed within the AVO and AVC zones are found in Appendix 3B, AVO and AVC Allowed Land Use Chart and Definitions, of this Chapter.

3.4. Airport Activity Area (AAA).

- A. A map ("AAA Map" as depicted in Appendix 3A) has been created to identify Port-owned properties that will be included within the Airport Activity Area (AAA). The AAA consists of parcels that are:
 1. Generally used for airport operational uses; or
 2. Physically connected to the airfield, including facilities or aids that support the airfield or aircraft operations, or airfield development whose location is fixed by function as defined by the Federal Aviation Administration or other federal agency;
- B. Properties located within the AAA boundaries are exempt from the development standards and regulations described in this Chapter and the SeaTac Municipal Code.
 1. Notwithstanding Section 3.4(B) above, rooftop signs are prohibited on all properties located within the AAA.
- C. Parcels designated as "Future AAA" on the AAA Map have the potential to be utilized for Airport Operations in the future. The AAA Map shall be amended to include some or all of these parcels in the AAA when these parcels are proposed for use for airport operational uses. However, amendments to the boundaries of the AAA shall only occur after the Port adopts the Sustainable Airport Master Plan (SAMP) and commences development projects after project authorization, which implements the South Aviation Support Area (SASA) component of the SAMP.
- D. AAA "Edges" Properties.
 1. Airport development located within the AAA shall address land use issues associated with the "Edges" of the AAA. The "Edges" are defined as the locations where new development on Port-owned property located within the AAA is adjacent to, or abuts:
 - a. public right-of-way, or
 - b. property owned by public agencies other than the Port, or

c. privately-owned property.

2. Policies and Standards for Development of Edges Properties.

The Parties share an interest in coordinating, planning, and designing development on Port-owned property that is located on the Edges. The Parties further acknowledge the importance of ensuring that the Airport can meet future capacity and operational requirements through the efficient layout of airport facilities. The design of these facilities along the Edges shall incorporate aesthetic treatment and screening, in balanced consideration of future capacity and operational needs. In order to provide flexibility to the Port, ensure compatibility with adjacent private and public properties or roadways, and provide certainty and transparency to both Parties, the following principles are established to guide current and future Airport development along the Edges:

- a. Minimize the height, bulk and scale and/or appearance of any retaining walls by alternative design approaches including, but not limited to, green walls, use of texture and color, or stepped walls.
- b. Design project lighting with consideration to on-site and off-site uses, taking care to provide illumination to serve building needs while avoiding off-site glare and light pollution.
- c. Minimize and mitigate visual impacts on adjacent right-of-way and private or public properties through enhanced landscape screening, open space and/or commercial development to form a continuous screen.
- d. Arrange new or remodeled buildings taking into consideration the characteristics of the site and surrounding area to reduce the perceived mass of the structures.

E. Federal Preemption of ILA Standards on Port-owned Property Located Outside of the AAA.

Development on Port-owned property located outside of the AAA is exempt from the development standards and regulations described in this Chapter and the SeaTac Municipal Code if the development includes facilities or aids that support airport and aircraft operations, or whose locations are fixed by function, as defined by the FAA (FAA Advisory Circular 150-5360-9) or as defined by other federal authorities with regulatory authority over these developments.

F. Previously Leased and Designed Developments Located on Port-owned Property Located Outside of the AAA.

Any development to be located on Port-owned property that has already been approved for a Port lease and designed in compliance with land use standards in effect prior to the effective date of this Agreement is not subject to the terms of this

Agreement, provided that the permits have been properly issued and construction commences within one (1) year after the effective date of this Agreement.

- G. Application of Development Standards on Port-Owned Property Located Outside the AAA.
 All developments on Port-owned property located outside the AAA are subject to the development standards of this Agreement unless exceptions described elsewhere in this Agreement apply.

3.5. Development Standards for Port-owned Properties Zoned AVO or AVC and Located Outside the AAA.

A. Dimensional Standards Chart.

Development Standard	AVO/AVC
Minimum Lot Area	N/A
Minimum Lot Width	N/A
Minimum Front Yard Setback	10'
Maximum Front Yard Setback	N/A
Minimum Side Yard Setback	5'
Minimum Rear Yard Setback	5'
Maximum Building Lot Coverage	85%
Maximum Impervious Surface	N/A
Maximum Structure Height	Per FAA/Building Code requirements

B. Signage.

Projects located in the AVO or AVC zones outside of the AAA shall be governed by the following signage standards:

1. General Sign Standards.

- a. Flashing signs, rotating signs, billboards, roof signs, temporary signs, including but not limited to banners, reader boards, A-frames, signs placed on fences, and signs painted on exterior surfaces of vehicles used as signs are not permitted unless required for airport security and approved by the Port. For the purposes of this Agreement, a billboard shall be defined as being a large (greater than 85 square feet) outdoor advertising sign, containing a message (commercial or otherwise) unrelated to the use on the property on which the sign is located, and which is customarily leased for commercial purposes.
- b. Where multiple tenants occupy a building, the total exterior area of all signage may not exceed ten percent (10%) of the face of the wall on which it is mounted. Illuminated signs must be non-flashing and may be internal or externally illuminated.

- c. Off-premises signs outside the site or ground lease area are not allowed, except for temporary use (i.e. grand opening, sale, or special event signs), which may be allowed for up to twenty-eight (28) consecutive days.

2. Business Signage Standards.

- a. Monument and Freestanding Signs.
 - i. One (1) freestanding or monument sign is allowed per site or ground lease area and must be stationary, non-flashing, and may not exceed eighty-five (85) square feet in area and fifteen (15) feet in height, including the structure and component parts as measured from the grade to the top of the sign.
- b. Where a site or ground lease area has multiple street frontages, one (1) monument or freestanding sign shall be allowed on each street frontage, providing that there shall be a minimum of one hundred (100) feet between each freestanding or monument sign.
- c. Setbacks shall be five (5) feet from the front and side property lines, except that a monument or freestanding sign may be set back zero (0) feet from front or side property lines provided it conforms to the following:
 - i. A survey of the location of the front or side property line, relative to the proposed sign, is prepared, staked in the field, and submitted by a surveyor licensed in Washington State.
 - ii. A sight distance study by a licensed professional engineer verifying that the proposed sign location will not interfere with sight distances of pedestrians and vehicles at a public or private road intersection or at driveway approaches.
 - iii. The sign is not located in an area where road right-of-way may be necessary for future road projects as currently identified by the City's 10-year transportation improvement plan.
 - iv. The sign shall not preclude or interfere with any utility lines located within an easement, including but not limited to public water, sewer, storm drainage, electric, communications, or signalization.
- d. Monument or Freestanding signs may use internal illumination or backlighting. Low-intensity spotlights are permitted if they do not create glare and the fixture itself is screened from view.

3. Wall or Building Mounted Signs.

One (1) business identification wall sign may be placed on an exterior building or structure wall in each development. However, in no case shall the total area of all signage exceed ten percent (10%) of the face of the wall on which it is mounted. Only the name, business title or logo will be allowed.

- a. Wall signs may also use internal or backlit illumination. Bare neon signs and spotlighted wall signs are not permitted. No other wall signs used for advertising shall be permitted.
- b. Wall or building mounted signs shall not extend above the highest exterior wall of the building, including the parapet.
- c. No sign shall be mounted on top of a marquee, porte-cochere, canopy, roof, or other similar structure.
- d. Any wall or building mounted sign, including marquee sign or awning sign attached to a building, shall not project more than six (6) feet from the face of the building to which the sign is attached. Any structural supports shall be an integral part of the design or concealed from view.
- e. Window signs shall be considered building mounted signs and shall be counted as part of the aggregate sign surface area allowed.

C. Landscaping.

All AVO or AVC zoned properties located outside the boundaries of the AAA shall be governed by the Seattle-Tacoma International Airport (STIA) Landscape Design Standards.

D. Parking.

1. Parking Standards Outside the AAA – Non-Primary Use.

Projects located in the AVO or AVC zones outside of the AAA where parking is a not a primary use shall be governed by the following parking standards:

- a. Parking areas in front of a building should be limited to customer and visitor parking, be visibly designated by signage, and not intrude on any required landscaping buffers. Employee or tenant parking should be located away from frontage areas when site constraints cannot accommodate this requirement.
- b. Passenger parking spaces shall be consistent with the following minimal dimensional requirements:

Parking Space Dimensions			
Angle	Stall Width	Stall Depth	Aisle Width

30°	8'-6"	18'-0"	14'-0"
45°	8'-6"	18'-0"	15'-0"
60°	8'-6"	18'-0"	18'-0"
90°	8'-6"	18'-0"	24'-0"

c. **Parking Area Lighting.**

All parking lot luminaires shall be cut-off luminaires as defined by the Illuminating Engineering Society of North America (IESNA) Handbook. The maximum mounting height of luminaires shall not exceed twenty-five (25) feet. Parking lot lighting should provide the minimum lighting necessary to ensure adequate vision and comfort in parking areas, and avoid glare or direct illumination onto adjacent properties or streets.

d. The minimum off-street street parking requirements are as follows:

Minimum Off-Street Parking Ratios	
Use	Requirement
Business Services and Retail Uses	4 per 1,000 gross square feet
Professional Office	3 per 1,000 gross square feet
Manufacturing Uses	2 per 1,000 gross square feet
Warehouse/Storage Uses	1 per 1,000 gross square feet
Warehouse/Storage Office Areas	3 per 1,000 gross square feet

e. All parking shall be screened from adjacent properties and the street, per the Seattle-Tacoma International Airport (STIA) Landscape Design Standards.

2. Parking Standards Outside the AAA – Primary Use.

All airport projects located in the AVO or AVC zones outside of the AAA where parking is the primary use shall be governed by the following standards:

a. Areas exclusively for employee parking facilities shall be consistent with the following minimal dimensional requirements:

Parking Space Dimensions				
Angle	Stall Width	Stall Depth	Aisle Width One-Way	Aisle Width Two-Way
30	8'	16'-0"	12'-0"	22'-0"
45	8'	16'-0"	14'-0"	22'-0"
60	8'	16'-0"	16'-0"	22'-0"
90	8'	16'-0"	22'-0"	22'-0"

- b. Areas exclusively for general public parking shall be consistent with the following minimal dimensional requirements:

Parking Space Dimensions				
Angle	Stall Width	Stall Depth	Aisle Width One-Way	Aisle Width Two-Way
30	8'-6"	18'-0"	12'-0"	22'-0"
45	8'-6"	18'-0"	14'-6"	22'-0"
60	8'-6"	18'-0"	16'-0"	22'-0"
90	8'-6"	18'-0"	24'-0"	24'-0"

- c. Areas for commercial ground transportation parking shall be consistent with the following minimum dimensional requirements:
- i. Passenger Vehicle Parking: 8'-6" wide by 18'-0" deep
 - ii. Airporter/Shuttle Parking: 10'-0" wide by 25'-0" deep
 - iii. Bus Parking: 11'-0" wide by 40'-0" deep
 - iv. Tandem parking is allowed outside the AAA in commercial ground transportation parking areas. There is no depth requirement for tandem parking, but shall follow the minimum width by vehicular, as follows: passenger vehicles shall be a minimum of 8'-6" wide, airporter/shuttle vehicles shall be a minimum of 10'-0" wide and buses shall be a minimum of 11'-0" wide.

E. Departure(s).

The Parties may agree to a Departure from the standards of this Chapter to promote well-designed developments which may not strictly comply with these standards described in this Agreement. The criteria for the City's review of a Departure application by the Port are identified below. Any proposed Departures from the development standards of this Chapter may be jointly reviewed by the Parties, but shall be subject to the City's approval.

1. Departure Criteria.

The Port's request for a Departure must meet the following criteria:

- a. Identify how the requested Departure meets the intent of the applicable design standard; and,
- b. Describe how the proposed Departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole and how any detrimental effects on adjacent or nearby properties will be mitigated to the greatest extent possible.

2. Departure Process.

- a. The Port shall notify the City in writing that it is seeking a Departure by submitting a Departure worksheet describing the unique circumstances requiring the Departure;
- b. Both Parties will agree to meet regarding the Port's Departure request within thirty (30) days of the City's receipt of a Departure worksheet;
- c. The City shall respond to the Port's request for a Departure in writing within fourteen (14) days after the Parties meet. If the City seeks additional information, it shall identify the information it seeks, or the City can issue a determination in response to the Port's request for a Departure;
- d. If the City seeks additional information from the Port, the Port shall submit the requested information within ten (10) days of the date that it received the City's request;
- e. The City shall complete review of the Port's Departure request and shall issue a written letter of decision within ten (10) days of receipt of all requested information. If the City grants the Departure, the City will issue a written approval letter signed by the City Manager or designee within ten (10) days after the date that it receives the requested information from the Port;
- f. If the City declines to grant the Departure, the Parties agree to initiate the dispute resolution process as outlined in Chapter II, Subsection 2.4.

3.6. Aviation Hazards.

A. Federal Airspace Regulations.

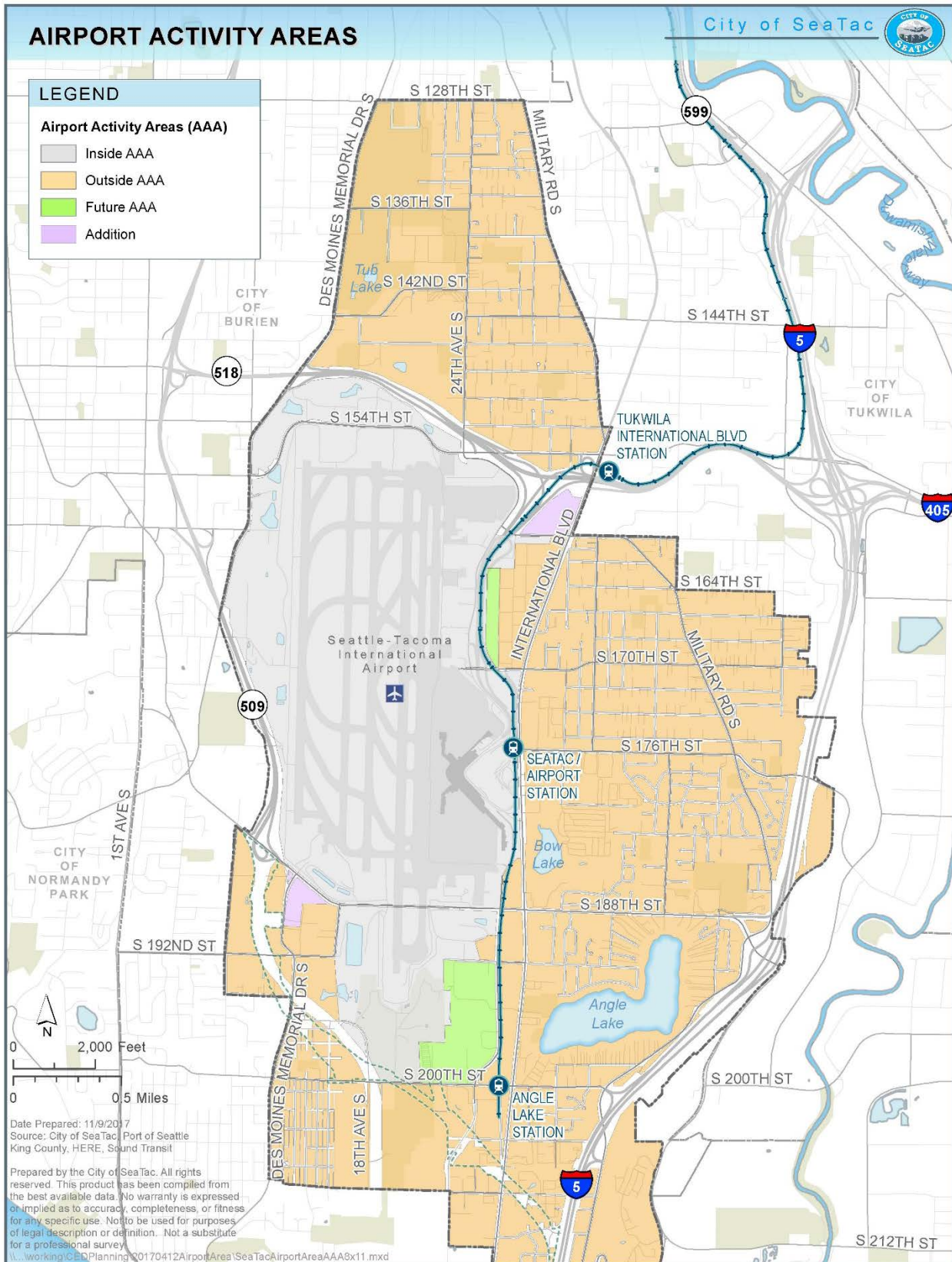
Federal airspace regulations, administered by the Federal Aviation Administration (FAA), may limit development within the City since it is in close proximity to the airport. Federal Regulation 49 CFR Part 77 established standards and notification requirements for objects affecting navigable airspace and property owners are required to submit a Notice of Proposed Construction or Alteration (FAA Form 7460-1) when applicable. The City agrees to make property owners aware of these requirements and the FAA's Obstruction Evaluation/Airport Airspace Analysis website that includes a Notice Criteria tool.

B. Hazardous Wildlife Attractants.

FAA Advisory Circular 150-5200 33B, Hazardous Wildlife Attractants on or Near Airports, requires airport operators, local planners, and developers to take into account whether proposed land uses, including new development projects, will increase wildlife hazards.

The Port and the City will work together to identify proposed projects within 10,000 feet of the designated AOA or within five (5) miles of the AOA and under or next to approach or departure airspace that are listed in AC 150-5200 33B as known to attract hazardous wildlife and to determine if a 7460-1 should be submitted to the FAA.

Appendix 3A: Airport Activity Area Map



Appendix 3B: AVO and AVC Allowed Land Uses Chart

Allowable Land Uses:

The land uses identified in the table below are allowed in the Aviation Operations (AVO) and Aviation Commercial (AVC) land use zones.

LAND USE	AVO	AVC
ANIMALS		
Apiary	Yes	Yes
Kennel/Cattery	No	Yes
Veterinary Clinic	No	Yes
AVIATION		
Aircraft Fueling Facilities	Yes	No
Aircraft Maintenance Facilities	Yes	No
Aircraft Storage Area	Yes	No
Airport Airfield Facilities	Yes	Yes (1)
Airport Cargo Facilities	Yes	Yes
Airport Landside Facilities	Yes	Yes
Airport Support Facilities	Yes	Yes
Airport Terminal Complex	Yes	No
Consolidated Rental Car Facility	Yes	Yes
Helipad/Heliport and Facilities	Yes	Yes
Inter/Intra Terminal Transfer Facilities	Yes	Yes
BUSINESS SERVICES		
Commercial/Industrial Accessory Uses	Yes	Yes
Conference/Convention Center	No	Yes
Construction/Landscaping Yard	Yes	Yes
Distribution Center/Warehouse	Yes	Yes
Equipment Repair, Large	Yes (2)	Yes
Equipment Repair, Small	No	Yes
Professional Office	No	Yes
Truck Terminal	No	Yes

LAND USE	AVO	AVC
CIVIC AND INSTITUTIONAL		
Fire Facility	Yes	Yes
High Capacity Transit	Yes	Yes
Police Facility	Yes	Yes
Public Agency Office	Yes	Yes
Public Agency Yard	Yes	Yes
MANUFACTURING		
Batch Plants	Yes (3)	Yes
Biomedical Product Facility	No	Yes
Food Processing	Yes	Yes
Laboratories, Research, Development and Testing	Yes	Yes
Manufacturing, Light	No	Yes
Manufacturing, Medium	No	Yes
Off-Site Hazardous Waste Treatment and Storage Facilities	Yes	Yes
Recycling Processing	No	Yes
Winery/Brewery/Distillery	No	Yes
MOTOR VEHICLES		
Automotive Service Center	No	Yes
Electric Vehicle Infrastructure	Yes	Yes
Fueling/Service Station	Yes	Yes
Mobile Refueling Operations	Yes	No
Public/Private Parking	Yes	Yes
Vehicle Repair, Large	Yes (4)	Yes (4)
Vehicle Repair, Small	Yes	Yes
RECREATIONAL AND CULTURE		
Health Club	No	Yes
Nonprofit Organization	No	Yes
Recreational Center	No	Yes
Sports Club	No	Yes
Stadium/Arena	No	Yes
RETAIL AND COMMERCIAL		
Dry Cleaner	No	Yes
Financial Institution	No	Yes
Restaurant	No	Yes
Restaurant, Fast Food	No	Yes
Retail, Big Box	No	Yes

LAND USE	AVO	AVC
Retail, General	Yes	Yes
UTILITIES		
Communications Facility	Yes	Yes
Utility Substation	Yes	Yes
Utility Use	Yes	Yes
Wireless Communications Facilities	Yes	Yes

Land Use Table Notes:

1. Airport Airfield Facilities are limited in AVC to only facilities and aids that support airport and aircraft operations whose location is fixed by function or FAA requirements.
2. Equipment Repair, Large also includes the parking and storage of large equipment if located within AVO and the AOA.
3. Batch Plant is allowed as a temporary facility, in support of construction only, if located within AVO.
4. Vehicle Repair, Large also includes the parking and storage of large vehicles if located within AVO or AVC.

TRANSPORTATION

CHAPTER IV: Transportation

4.1. Purpose.

The purpose of this Chapter is to establish a collaborative process by which the City and the Port will work together to address current and future transportation related matters and needs.

4.2. General.

- A. The City operates, maintains, and manages all City-owned Rights-of-Way (ROW). The Parties have separate agreements concerning Port-owned infrastructure located in the ROW.
- B. The Port has the authority to manage, control, and govern roadways at Sea-Tac Airport per the Revised Airports Act (Chapter 14.08 RCW) and other applicable authorities. These roadways are located on public property owned by the Port.
- C. The Port and the City disagree about the applicability and payment of Transportation Impact Fees by the Port on development projects located within the AAA. In order to resolve this dispute, the Parties agree to address Transportation Impact Fees and Concurrency as set forth in this Chapter.
- D. The City and Port staff who will serve as points of contact for transportation related matters addressed in this Chapter are identified in Appendix 4A.

4.3 Transportation Impacts/Concurrency.

A. Transportation Impacts.

- 1. The Parties acknowledge that transportation impacts shall be addressed for all Port development located within the City. The Parties further acknowledge that development at the Airport within the AAA associated with Air Operations Area, Airport Airfield Facilities, and Airport Terminal Complex are unique trip generators.
- 2. The FAA Policies and Procedures Concerning the Use of Airport Revenue, including FAA Grant Assurance #25, require that airport revenue can only be used for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator. In addition, FAA Grant Assurance #25 provides that the use of airport revenue must be directly and substantially related to the transportation of passengers or property. For these reasons, transportation impact fees imposed by the City Code will not be charged to development located within the AAA during the term of this Agreement.
- 3. The Parties agree that for all development located within the AAA, including development that accommodates future growth, the Port shall use the SEPA environmental review process to fully and appropriately assess and mitigate transportation related impacts within the City.

4. All development on Port-owned properties located outside of the AAA shall be subject to Transportation Impact Fees pursuant to Chapter 36.70A RCW and Chapter 11.15 of the SeaTac Municipal Code.

B. Transportation Concurrency.

1. For all development located within the AAA, the Port shall use the SEPA environmental review process to evaluate and address concurrency requirements that relate to airport development.
2. All development on Port-owned properties located outside of the AAA shall be subject to the transportation concurrency requirements of State law (RCW) and the SeaTac Municipal Code.

4.4. Coordination and Cooperation.

A. Transportation Planning.

Both Parties benefit by coordinating their respective transportation planning efforts. Therefore, the Parties commit to such coordination including, but not limited to: maintenance and joint ownership of a regional travel demand traffic model, collection and sharing of relevant transportation planning data and information, and briefings to update each other's staff and elected officials on upcoming or on-going transportation studies and projects.

1. Transportation Modeling.

It is essential that traffic planning studies led by either party are consistent with each other's planning studies in regards to inputs and assumptions. Therefore, the Parties shall create and maintain a jointly-owned regional travel demand traffic model. Additionally:

- a. Each party shall be responsible for all costs associated with its use of the regional travel demand traffic model;
- b. Each party shall maintain a detailed log of all changes made to the regional travel demand traffic model and provide a copy to the other party each time an update/change is made;
- c. The Parties may share in the cost of labor intensive updates to the regional travel demand traffic model that benefit both Parties, such as incorporating new land use and economic data that change fundamental model assumptions;
- d. Each party shall make a good faith effort to coordinate significant updates to the regional travel demand traffic model.

2. Information Sharing and Data Collection.

- a. The Parties shall adequately inform each other about upcoming and on-going transportation planning efforts in a timely manner. Each

Party shall provide briefings to the other party upon request. Furthermore, the Parties shall act in good faith to initiate staff briefings for the other party's benefit if there is a need to share important information.

- b. The Parties shall share transportation related data and information as it becomes available, including but not limited to, traffic counts or surveys.

B. Transportation Projects.

The Parties acknowledge the benefits of working together to pursue funding and/or advocate for transportation related capital projects of mutual interest and/or benefit. These projects may be sponsored by either party or other agencies.

1. Project Coordination.

The Parties share an interest in ensuring that transportation improvements identified through environmental review or planning studies are included in their respective capital programs. Prior to annual Commission adoption, the Port shall review its Capital Improvement Program (CIP) with City staff. The Port agrees to identify projects that may impact local access when reviewing their CIP project list. Prior to annual City Council approval, the City shall review its Transportation Improvement Program (TIP) with Port staff.

2. Funding and Planning for Projects of Joint Interest.

The Parties shall support each other as a transportation project sponsor in order to aid in the pursuit of grant funding for transportation projects of mutual interest. The Parties shall also work collaboratively to advocate for transportation projects of mutual interest and/or benefit.

C. Roadway Standards.

The Parties recognize the benefits of coordinating and integrating roadway standards at appropriate locations in order to provide a more integrated, uniform and aesthetically pleasing experience for SeaTac residents and the visiting public. Therefore, the Port and City shall work together to identify opportunities to implement and achieve this goal.

D. Local Public Access.

1. Maintaining sufficient motorized and non-motorized local public access to and from the Airport is essential for SeaTac businesses and Airport customers, visitors, and employees.
2. The Port is responsible for the planning, design, and construction of Airport roadways.
3. The Parties acknowledge that the Port's ability to provide local public access to the Airport is constrained by existing and planned facilities located

both on and off Airport property. However, since the number, type, and location of Airport access points play a significant role in the efficiencies of the local transportation system, it is in the interest of the Parties to closely coordinate the creation or alteration of local public access, especially during the pre-design phase of any projects.

E. Right-of-Way Access Management.

To increase security at the airport and improve the functionality and aesthetics of the right-of-way within the City of SeaTac, the Port shall actively explore opportunities to reduce the number of current non-public access points to City right-of-way, with a priority on those access points that are no longer used or needed by the Port. The Port, in coordination with the City, shall also actively explore opportunities to combine multiple access points into single points of access.

4.5. Operational Planning.

A. Construction Traffic.

The City is responsible for reviewing and accepting traffic control plans involving the City roadway system. The Port is responsible for reviewing and accepting traffic control plans involving the Airport roadway system. Both Parties agree to coordinate management of traffic when traffic control plans involve both Parties' roadway systems, or traffic detours that impact the other party's roadway system.

B. Holiday/Special Events.

Traffic Management for peak holiday travel and/or special events shall be coordinated and planned jointly by the City and the Port.

C. Emergency Management.

The Parties shall inform and coordinate with each other emergency management activities that may impact each other's operations.

Appendix 4A: Transportation Task Schedule and Assignees

Task Description	Frequency	City Point of Contact	Port Point of Contact
Transportation Impact Fee Calculation and Payment for Projects	Project Basis	City Engineer, Engineering Review	Aviation Project Management
Review of Port CIP	Annual	City Engineer, Planning	Aviation Planning
Review of City 6-year TIP	Annual	City Engineer	Aviation Planning
Funding/Planning for Joint Interest Projects	Project Basis	City Engineer	Aviation Planning
Local Public Access Pre-Design Coordination	Project Basis	City Engineer, Planning	Aviation Planning
Public ROW Access Management	Project Basis	Engineering Review	Aviation Project Management
Traffic Control Coordination	Project Basis	Engineering Review, City Police	Airport Operations, Port Police
Holiday/Special Event Planning	As Requested	City Police	Airport Operations, Port Police
Emergency Management Coordination	As Requested	Emergency Management	Port Police

PERMITTING AND INSPECTIONS

CHAPTER V: Permitting and Inspections

5.1. Purpose.

The purpose of this Chapter is to clarify permitting and inspection roles, responsibilities, and requirements for real property owned by the Port of Seattle and located within the City of SeaTac.

5.2. General.

- A. Acting as an agent of the City, the Port shall administer and enforce the permitting requirements identified in this Chapter for the following properties:
1. Properties located within the boundaries of the AAA.
 2. The following properties described below that are physically located outside the boundaries of the AAA are subject to the same regulatory controls that apply to the properties located within the boundaries of the AAA. These properties are depicted in the AAA map as “Addition” in Appendix 3A:
 - a. The Consolidated Rental Car Facility, located at 3150 South 160th Street.
 - b. Runway Protection Zone Parcel located along Des Moines Memorial Drive S., and within the runway protection zone of Runway 34L.
 3. The properties described below, except if any of these properties are subject to a change of use, expansion, redevelopment, or demolition, for uses other than those uses associated with airport operations, the City shall administer and enforce the permitting requirements for future development. However, the Port shall administer and enforce the permitting requirements for any construction trailers, field offices, and equipment mobilization and demobilization on the Logistics Lots identified in Subsection 3(c) below.
 - a. Transit Operations Center (2585 South 194th Street), including the Bus Wash Facility and Compressed Natural Gas Fueling Facility;
 - b. Clean Energy Compressed Natural Gas Fueling Facility (19425 28th Avenue South);
 - c. Logistics Lot 1 (2542 South 194th Street), Lot 2 (2624 South 194th Street), Lot 3 (2708 South 194th Street), Lot 4 (2529 South 194th Street), and Lot 5 (19332 24th Avenue South);
 - d. Maintenance Distribution Center (2645 South 194th Street); and
 - e. Port Construction Services Yard (19425 28th Avenue South).
- B. The City shall administer and enforce the permitting requirements identified in this

Chapter for all other Port-owned properties.

5.3. Permitting Roles and Responsibilities.

A. Port.

The Port shall have the following responsibilities when administering and enforcing the requirements of this Chapter.

1. The Port shall administer and enforce the Building and Fire Codes as identified in Subsection 5.4. However, the Washington State Department of Labor and Industries shall be responsible for regulating and enforcing the National Electrical Code on properties for which the Port carries out permitting responsibilities.
2. The Port shall administer and enforce the storm water requirements as described in Subsection 6.3.C.
3. The Port shall administer and enforce critical area review as further outlined in Chapter VI, Section 6.2.

B. City.

The City shall have the following permitting roles and responsibilities on Port-owned property located outside of the AAA boundaries.

1. The City shall administer and enforce the Building and Fire Codes as adopted by the City in Title 13 of the SeaTac Municipal Code.
2. The City shall administer and enforce the storm water requirements as described in Subsection 6.3.C.
3. The City shall ensure that developments located on real property owned by the Port and developed by a third party are authorized by the Port before the City issues any permits.
4. The City shall administer and enforce critical area review as further outlined in Chapter VI, Section 6.2.

5.4. Applicable Permitting Codes and Requirements.

A. Adopted Building and Fire Codes.

1. The City has adopted the State Building and Fire Codes, with amendments, as identified in SeaTac Municipal Code Title 13.
 - a. The City shall consider legislation to include a reference to the Port's Fire Codes identified in the Rules for Airport Construction. The Port's Fire Codes shall be applicable to developments located on all real property owned by the Port.
2. The Port shall utilize the following Building and Fire Codes as identified in SeaTac Municipal Code to implement the provisions of this Chapter:

- a. International Building Code – SeaTac Municipal Code Chapter 13.110 Building Code;
 - b. International Fire Code – SeaTac Municipal Code Chapter 13.150.020 Fire Code;
 - c. The National Electrical Code;
 - d. City Clearing and Grading Code – SeaTac Municipal Code Chapter 13.190;
 - e. International Mechanical Code – SeaTac Municipal Code Chapter 13.160 Mechanical Code;
 - f. Uniform Plumbing Code – SeaTac Municipal Code Chapter 13.170 Plumbing Code; and,
 - g. International Energy Conservation Code – SeaTac Municipal Code Chapter 13.220 Energy Code.
3. When the City proposes amendments to Title 13 of the SeaTac Municipal Code, or the Port proposes amendments to the Rules for Airport Construction, both Parties shall work collaboratively so any amendments support continued implementation of these Codes.

B. Surface Water Design Manual.

The Surface Water Design Manuals are described in Chapter VI: Environmental Regulations, and the Port and the City shall use the requirements of these manuals to implement the provisions of this Chapter.

C. Certifications.

The persons responsible for implementing this Chapter shall hold and maintain the appropriate certifications and/or professional licenses, as required by applicable law to undertake the responsibilities of their positions.

D. City Permitting Requirements.

1. Permitting Services Provided by the Port.

The Port shall provide the following Permitting Services on real property owned by the Port that is located within the AAA:

- a. Create and develop forms, letters, and other documents to assist in the application of the adopted Building Codes as identified in this Chapter.
- b. Create and adopt policies and procedures to assist in the application of the adopted Building Codes as identified in this Chapter.

- c. Provide permit process program services to include the logging and routing of plans, assembling and routing of completed application packages, issuance of permits, and data entry of all activities.
- d. Provide code compliance program services to include processing code complaints or inquiries from the public, investigating complaints, responding to inquiries, and data entry of all activities.
- e. Provide development/plan review and inspection program services to include attending meetings, reviewing plans for code compliance, approval of plans, inspections, the issuance of Certificates of Occupancy, and data entry of all activities.
- f. Ensure all contractors and subcontractors have current City Business licenses. Permits from the Airport Building department shall not be issued to contractors who do not have current City Business licenses.
- g. Ensure performance of all duties necessary to enforce the adopted Building Codes as identified in this Chapter.
- h. Exercise all ministerial and discretionary authority necessary to implement the permitting responsibilities of this Chapter.

2. Permit Tracking System.

By the 5th day of each month, the Port shall provide a report to the City that contains the following permitting data listed below in (a)–(i) for the City’s implementation of this Chapter.

- a. Permit number
- b. Project information (project name, project address, parcel number, description of work) and value of work
- c. Applicant information (name, address, phone number, email address)
- d. Owner information (name, address, phone number) and owner contact/agent information (name , phone number, email address)
- e. Tenant information (name, phone number, email address)
- f. Contractor information (name, state contractor’s license number, City business license number, phone number, email address)
- g. Architect/designer information (name, address, phone number, email address)

- h. Building information (square footage of structure/work area, construction type, occupancy classification), and type of work (new, addition, remodel, tenant improvement, repair, demolition, other)
- i. Grading information (cut and fill volumes)

3. When requested by the City, the Port shall provide the following to the City:

- a. Inspection reports
- b. Certificates of occupancy
- c. Determinations and justifications for code modifications, in accordance with International Building Code (IBC) Section 104.10 and International Fire Code (IFC) Section 104.8
- d. Determinations and justifications for code alternatives, in accordance with IBC Section 104.11 and IFC Section 104.9
- e. Determinations and justifications for performance-based design alternatives, in accordance with IFC Section 5001.3

4. Quality Assurance.

The City will conduct periodic reviews of approved plans and inspections of permitted projects to ensure compliance with the adopted Building Codes.

- a. When requested by the City to do so, the Port shall provide the City with a copy of approved plans, calculations, and technical reports for review. A City-designated qualified professional shall perform the permit review for the City. If the qualified professional makes any significant findings, the City shall discuss these significant findings with the Airport Building Department.
- b. When requested by the City to do so, the Port shall provide City staff with access, subject to Airport security and site safety requirements, to Port property for the purposes of reviewing permitted projects. The City's review of the permitted projects will be performed by a City-designated qualified professional. If the qualified professional makes any significant findings, the City shall discuss these findings with the Airport Building Department.

E. Fire Code Coordination.

1. Fire Code Review and Approvals.

- a. For developments located on real property owned by the Port and located outside the AAA, the City shall provide one (1) copy of

submitted drawings and specifications to the Port for review and comment regarding fire code requirements and/or operational needs.

- b. The Port may provide comments and/or recommend permit conditions to the City which shall be included into the City's review comments and/or permit conditions. The Port's comments and/or conditions must be received by the City within the established permit review timeframe which will not be less than seven (7) working days from receipt of the drawings or plan specifications. It will be the Port's sole discretion as to whether or not it provides comments and/or recommends permit conditions to the City.
- c. Joint Inspections. The Port shall notify the City if it desires joint inspections between the City's and the Port's fire departments during the permit review timeframe. If the Port requests that it do so, the City shall make joint inspection by the Port and the City a condition of the permit.
- d. For developments involving the Port's water or fire alarm systems, the City agrees to use the Port's Utility Shutdown Process identified in the Rules of Airport Construction.
- e. The City shall provide the Port with a copy of the approved plans and/or as-built plans for all developments located on real property owned by the Port and located outside the AAA.

2. Operational Permits – Fire Codes.

- a. Notwithstanding the provisions of Subsection 5.3. above, the Port shall administer the operational permits on Port-owned properties located within the AAA and properties identified as Additions to properties located within the AAA boundary. The City shall administer the operational permits on all other Port-owned property.
- b. The City shall notify the Port if an operational permit inspection needs to be scheduled. Once the City has notified the Port, the Port shall notify the City whether it will participate with the City in the inspection. The City shall coordinate with the Port to schedule a joint inspection within the inspection cycle.
- c. The Port shall administer fire prevention programs on real property owned by the Port.
- d. For operational permits involving the Port's water systems, the City agrees to use the Port's Utility Shutdown Process identified in the Rules of Airport Construction.

- e. If the Port requests that it do so, the City shall provide emergency response and/or permitting information to the Port to facilitate emergency response to those permitted facilities.
- f. The City shall provide a copy of all operational permits that it issues to the Port for real property owned by the Port and located outside the AAA.

5.5. Permit Process.

A. City Process.

The City shall follow approved City processes for all permitting conducted by the City for developments located on real property owned by the Port and located outside the AAA. The City shall provide the Port with pre-submittal consultation for Port projects if the Port requests the City's assistance.

B. Port Process.

The Port shall follow approved Port processes for all permitting conducted by the Port for developments located on real property owned by the Port and located inside the AAA. All permits issued by the Port shall have permit fees assessed in accordance with the Port's most current adopted fee schedule.

C. Permit Fees.

The City shall assess fees to the Port for permits that it issues as established by the City's Fee Schedule in effect at the time of permit application.

1. Project Valuation.

The Port may use its established methodology for determining valuation of building projects. The Port will determine project valuation using valuations computed from the most current Building Valuation Data Tables provided by the International Code Council in absence of a construction project's bid valuation.

D. Fees for Service – Quality Assurance.

1. The Parties intend for the Port to act as the agent of the City for the purposes of administering and enforcing the State Building Code on Port property located within the AAA and/or subject to additions to the AAA boundaries. In order to ensure that the Port is properly carrying out its responsibilities and to demonstrate that the City is fulfilling its obligations as the Local Code Authority, the City shall implement a quality assurance review of the Port's administration of the State Building Code on Port property located within the AAA and/or subject to additions to the AAA boundaries. The Port shall pay the City an annual fee for the City's quality assurance review which shall not be less than two-hundred twenty-six thousand six-hundred dollars (\$226,600.00), adjusted by the September to September Consumer Price Index - Washington (CPI-W) (Seattle-Tacoma-Bremerton).

The City shall perform the following minimum quality assurance activities:

- a. Post-permit review and inspection
 - b. Input of permitting data into the City permitting system
 - c. Records Management – Auditing
 - d. General Administrative Oversight and Implementation
 - e. IT support for City systems
 - f. Verification of Port permitting and development regulations
2. The fee paid by the Port to the City for quality assurance review shall be called the “Minimum Payment.” The Minimum Payment is a calculated fee for the quality assurance activities based upon an estimated annual project valuation of three-hundred million (\$300 million) and annual permits calculated at \$550 per one-million valuation, plus associated Technology Fees as provided for in the City of SeaTac Fee Schedule. The City shall calculate the total annual payments upon actual project valuations and the number of permits issued by the Port. The Minimum Payment shall not be less than \$226,600 per year.
 3. The Minimum Payment shall be paid to the City by March 31st of each year. If permitting valuation exceeds \$300 million, the Port is required to pay additional fees for quality assurance services based on the actual project valuation and number of permits issued the preceding quarter, by the 15th day of the second month in the following quarter.
 4. On an annual basis, the City will provide the Port with information describing how it utilized the Port’s payments to undertake these quality assurance activities listed above.
 5. The Parties agree to reassess the amount of the Minimum Payment five (5) years after the date of execution of the ILA to determine if the Minimum Payment should be adjusted. The Parties agree to use the same fee calculation outlined above for the readjustment.

5.6. Verification of Permitting and Development Requirements.

A. Pre-Application Checklist.

1. For all projects in the City where the Port is the project proponent, the Port shall submit a completed Pre-Application Checklist (“Checklist”) in order for the Parties to identify and discuss certain permitting and development requirements addressed in the Checklist. A copy of the Checklist is shown in Appendix 5A.
2. The completed Checklist shall be submitted to the City’s Community and

Economic Development Director or designee and shall include a vicinity map and site plan if available.

B. City Review of Pre-Application Checklist.

1. Within five (5) working days of receipt of the Checklist, the City shall determine and notify the Port if the City requests a Pre-Application meeting.
 - a. If a Pre-Application meeting is requested, the City may also provide initial comments pertaining to the Checklist.
 - b. If a Pre-Application meeting is not requested, the City shall provide any comments pertaining to the checklist.

C. Pre-Application Meeting.

If a Pre-Application meeting is requested:

1. The Port shall coordinate with the City to establish a date and time for the Pre-Application meeting, at which time the Checklist and any possible revisions will be discussed.
2. No later than five (5) working days prior to the meeting, the Port shall provide an agenda for the meeting and any supporting documents or information that would aid the Parties with discussing the permitting and development requirements addressed in the Checklist.
3. Within five (5) working days after the Pre-Application meeting, the City shall make a final determination regarding any revisions to the Checklist and transmit it to the Port.

5.7. Business Licensing.

A. Authority.

The Port acknowledges that the City has the authority to require a business license for businesses identified in Chapter 5.05 SeaTac Municipal Code to conduct business within the city limits. The City's limits specifically includes portions of Seattle-Tacoma International Airport.

B. Notification.

The Port agrees to notify its tenants, subtenants, service providers, contractors, and subcontractors of the City's requirement to obtain a City Business License.

C. Requirement.

The Port will require its tenants, subtenants, service providers, contractors, and subcontractors that are subject to the provisions of the City's Business License Code to obtain a valid City Business License prior to executing a lease, service (vendor) contract, or the issuance of a construction permit with the Port.

D. Initial Inspections.

The City will notify the Port when a business license has been issued by the City for a business located on real property owned by the Port and located within the

AAA. The Port will conduct a fire and life safety inspection of the business's premises and will ensure that the business's premises comply with the applicable fire codes. The Port will notify the City when it has completed the fire and life safety inspection of the business.

E. Renewal.

Annual Renewals of City of SeaTac Business Licenses are due April 1 of each calendar year. The City will identify any businesses that have not renewed their licenses and notify these delinquent businesses for the Port. These notifications will occur on accounts that have become delinquent accounts at thirty (30) and sixty (60) days. If the Port determines that a business is still operating without a current business license and the City determines that the business is more than ninety (90) days delinquent, the City may take action in accordance with the SeaTac Municipal Code.

F. Audit.

The Port will allow the City staff to access Port property, subject to Airport security and site safety requirements, and to review relevant records by City staff for the purposes of the City performing an audit of business licensing records. The frequency of the City's audit will be determined by the City and the Port.

5.8. Records Management.

A. Record Ownership.

Records created, prepared, used or provided by the Port pursuant to the services provided to the City are considered City records. Records created, prepared, used or provided by the City pursuant to the services provided to the Port are considered Port records.

B. Records Custodian.

The City allows the physical custody of City records by the Port, and the Port allows the physical custody of Port records by the City, for the implementation of this Chapter.

1. Retention of Records.

Both Parties agree to abide by the record retention schedule of the State of Washington Archivist.

2. Destruction of Records.

The destruction of all City records by the Port must be coordinated with the City Clerk or other designated City Records Manager. The destruction of Port records by the City must be coordinated with the Port.

3. Requests for Records.

Both Parties agree to fulfill all record requests in accordance with the Washington Public Records Act.

C. Audit.

The Parties shall allow access and inspection of their records by the other party for compliance with applicable State laws.

Appendix 5A: Pre-Application Checklist

Project Information:

Project Name:	Enter here
Project Description:	Provide 2-3 sentences, attach site plan if available
Project Location:	Provide address/intersection, facility name, attach vicinity map
Land Use Zoning:	<input type="checkbox"/> AVO <input type="checkbox"/> AVC <input type="checkbox"/> Other: Identify.
Compatible Use:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Cost:	Est Construction Cost
Estimated Schedule:	Construction Start: Date Finish: Date

Is the Project located within the Airport Activity Area (AAA)? Yes No Exempt Area

Is the Project located within the Airport Storm Water Utility (ASU) boundary? Yes No

Is the Project located adjacent to or within critical areas? Yes No

Is the Project visible to Public ROW? Yes, Enter street name here No, N/A

Do Port Landscape Standards Apply? Yes No, explain.

Port Contact Information:

Enter Port PM name	<input type="text"/> Enter email address	<input type="text"/> Enter phone #
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Environmental Review Information:

Is SEPA anticipated for this Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Is the Project covered under existing environmental review document?	<input type="checkbox"/> Yes, Enter document name <input type="checkbox"/> No <input type="checkbox"/> Unknown
Is the Project eligible for a SEPA Exemption?	<input type="checkbox"/> Yes, Enter SEPA Exemption reference <input type="checkbox"/> No <input type="checkbox"/> Unknown

General Permit Information:

Building Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Electrical Permit	<input type="checkbox"/> City <input type="checkbox"/> L&I <input type="checkbox"/> N/A
Fire Permit	<input type="checkbox"/> City <input type="checkbox"/> Port (included with Building Permit) <input type="checkbox"/> N/A
Site/Grading Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Mechanical Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Plumbing Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Sign Permit	<input type="checkbox"/> City <input type="checkbox"/> Port (included with Building Permit) <input type="checkbox"/> N/A

If the project is located outside the Airport Activity Area Boundary as identified in Appendix 3A of Chapter III: Land Use and Development Standards of the Interlocal Agreement then City of SeaTac permits are required if applicable.

Other Permit Information:

ROW Use Permits	<input type="checkbox"/> Class B (Temporary lane/street closures, over legal loads) <input type="checkbox"/> Class C (Work within ROW, e.g. driveway, utilities) <input type="checkbox"/> N/A
-----------------	---

Completed by: Enter Port PM name here

Date: Date

City Review:

Is a Pre-Application Review Meeting required? No Yes, then date held: Date

Is a Pre-SEPA Checklist meeting requested? No Yes

Does the City request early review of the SEPA Checklist? No Yes N/A, located within
AAA

Comments:

-
-
-

Completed by: Enter City Staff name here

Date: Date

ENVIRONMENTAL REGULATIONS

CHAPTER VI: Environmental Regulations

6.1. SEPA.

A. Lead Agency Status.

The City and Port recognize that an important purpose of this Agreement is to establish procedures to facilitate and expedite development of Port properties. The development review process shall ensure that the project complies with the State Environmental Policy Act (SEPA), Chapter 43.21C RCW and 197-11 WAC. In order to eliminate the need for case-by-case discussions in the future, the Parties agree that service as SEPA lead agency on Port-owned properties will be as follows:

1. For projects located within the AAA boundaries, the Port will serve as SEPA lead agency.

2. For proposals for private development on Port property located outside the AAA:
 - a. The City will serve as SEPA Lead Agency, and the Port will be a Consulted Agency per WAC 197-11-724, for those proposals that are not associated with Airport Operations.

 - b. The Port will serve as SEPA Lead Agency, and the City will be a Consulted Agency per WAC 197-11-724, for those proposals that are associated with Airport Operations.

 - c. Proposals that are associated with Airport Operations are defined as proposals for Airport Airfield Facilities, Airport Cargo Facilities, Airport Landside Facilities, Airport Support Facilities or Airport Terminal Complex. (See Definitions.)

B. Consultative Process.

1. The Parties agree to early and ongoing consultation to ensure proposals are clearly defined, and that impacts are identified and mitigated. However, both Parties reserve their rights to file an appeal of a SEPA determination.

2. The consultative process outlined below will apply only in instances where a party anticipates issuing a Determination of Non-significance (DNS) or Mitigated Determination of Non-significance (MDNS) threshold determination.
 - a. Proposals located within the AAA.
Port staff will engage City staff in review of environmental issues through use of the Port's pre-application checklist. The City shall provide written comments, if any, within two (2) weeks from its receipt of the pre-application checklist from the Port. If requested to do so by the City, the Port agrees it will meet within the two-week timeframe and discuss the City's concerns prior to the Port's release of SEPA documents (both SEPA checklists and SEPA determinations). The Port will not issue a SEPA determination prior

to expiration of this two-week time period.

- b. Proposals located outside the AAA.
 - i. If the City is the lead agency, the City will process the SEPA checklist and development application pursuant to the requirements of applicable City code and State law, including administration of the required public notification and comment periods. Each parties' SEPA Responsible Official or designee will serve as their respective point of contact. The Port will be given the opportunity to review public comments and draft City SEPA documents prior to the City's release of these documents. If requested to do so by the Port, the City agrees that it will meet to review public comments and discuss the Port's concerns prior to the City's release of SEPA documents. The Port shall provide written comments, if any, within two (2) weeks of its receipt of SEPA documents. The City shall not issue a SEPA determination prior to expiration of this two-week period.
 - ii. If the Port is the lead agency, the consultative process shall be consistent with the process that the Parties have agreed to use for projects located inside the AAA and set forth in Subsection 6.1.B.2.a. above.
3. For threshold determinations resulting in a Determination of Significance (DS), coordination shall occur through the processes identified for agency scoping in WAC 197-11-360 and 197-11-408.

6.2. Critical Areas.

A. Applicable Standards.

On Port property, the City's Critical Areas regulations (SeaTac Municipal Code Chapter 15.700), as those regulations exist on the date of this Agreement, shall apply except for the following:

1. Mitigation projects/sites established under Clean Water Act Section 404 Permit #1996-04-02325 (Amended-2) and the associated Washington State Department of Ecology Section 401 Certification.
2. Future development projects requiring Washington State Hydraulic Project Approval, Section 401 Water Quality Certifications and/or Section 404 permits and associated compensatory mitigation.

B. Port Proposals Located Within the AAA.

The Port shall administer the process for critical area review for properties located within the boundaries of the AAA. Critical area reports and other supporting material shall be prepared by a qualified professional as defined by SMC 15.700.015. The qualified professionals retained by the Port shall not be required

to be on the City's list of professionals described under SMC 15.700.100(B), nor shall the Port be required to pay for third party review under SMC 15.700.100(C).

1. Exemptions.

- a. Emergencies, which are exempt from the critical areas regulations specified in SMC 15.700.040.A include those associated with Airport Operations, as determined by the Port's Executive Director or federal law.
- b. Utility-related activities as described in SMC 15.700.040 located on Port-owned roads and other Port property are exempt.

C. Proposals located outside the AAA, including those on Port-owned roads and other Port property.

The City shall administer the process for critical area review for properties located outside the boundaries of the AAA. Critical area reports and other supporting material shall be prepared by a qualified professional as defined by SMC 15.700.015. For private development proposals on Port property, critical area reports and other supporting documentation shall be prepared or reviewed by a qualified professional approved by the City, in accordance with SMC 15.700.100.

D. For all proposals, regardless of location.

1. Critical areas regulations, including applicable exemptions and exceptions, will be flexibly administered on a case-by-case basis to harmonize state and federal regulations, advisory circulars or similar provisions affecting airports and/or the special circumstances presented by airport operations.
2. Before impacting any critical area or its buffer, the project proponent shall apply the mitigation sequencing specified in SMC 15.700.120. Avoidance and minimization of impacts will occur whenever these approaches can be reasonably accomplished through practicable alternatives. A "practicable alternative" is an alternative that is available and capable of being accomplished after taking into consideration cost, existing technology, and logistics in light of overall project purposes.
3. The bonding requirements of SMC 15.700.130 shall not apply to any Port project.
4. Regardless of whether the Port or the City are acting as the permitting agency, the City's Critical Areas regulations shall not restrict development on Port property when there is no other practical alternative to the proposed development with less impact on the critical area and the proposal minimizes and/or mitigates the adverse impact on the critical areas as identified in the Critical Areas Report.
5. The Port will provide the City with maps and other data identifying revised

and/or updated delineations of critical areas on Port property as determined by a qualified professional.

6. The requirement for a Notice on Title in SMC 15.700.160 shall not apply to projects located on Port property.

6.3. Surface Water Management.

A. Introduction.

1. The City is subject to and responsible for meeting its National Pollutant Discharge Elimination System (NPDES) Phase II Permit requirements within the corporate limits of the City.
2. The Port is required to implement and enforce all conditions of its individual NPDES permit, WA-002465-1, for those areas the Department of Ecology determines are subject to the permit.

B. Storm Water Utility Fee.

The City acknowledges that the Port is a unique partner in addressing storm water related issues on airport properties through meeting its individual NPDES Storm Water Permit requirements, and also through participation in the Miller-Walker Creek and Des Moines Creek Basin Committees and the operation of several regional detention facilities that benefit both Port-owned and non-Port-owned properties.

1. Airport Storm Water Utility Boundary Area.

The Port agrees to pay the City an annual surface water management fee of \$1,274,952.87 as described in Subsection 2.5.A. for properties located within the Airport Storm Water Utility Boundary Area, as further depicted in Appendix 6A, beginning in 2018 for the duration of the Agreement. The City and Port agree that the Airport and the areas within the Airport Storm Water Utility Boundary are unique within the rate structure identified in SeaTac Municipal Code 12.10.225. Therefore, the City and the Port agree that the Airport Storm Water Utility Boundary Area shall be treated as a single aggregate parcel consisting of 2,005.00 acres to establish a surface water fee for the term of this Agreement, which is calculated in the table below.

Airport Storm Water Utility Boundary Area Fee Calculation Table	
Description	Amount
2018 Storm Water Fee (Based on 2005.00 acres at \$1,220.29 per acre) ¹	\$2,446,681.45
25% NPDES Phase II Compliance Rebate (non-residential parcels) ²	<\$611,670.36>
15% NPDES Permit Compliance Rebate (airport specific) ³	<\$367,002.22>
Regional Flow Control Facility and Natural	<\$193,056.00>

Airport Storm Water Utility Boundary Area Fee Calculation Table	
Description	Amount
Resources Area Credit ⁴	
Annual Surface Water Fee	\$1,274,952.87

1. The Airport Storm Water Utility Boundary Area has an overall percent impervious surface of between 45% and 65%.
2. As an incentive for businesses with storm water facilities to maintain these facilities in good working order, the City offers a 25% rebate on surface water fees for those that request the rebate and meet the requirements outlined in City Code.
3. Port Industrial Storm Water Permit Activities include: NPDES Permit reporting, inspection and compliance; onsite water quality and flow control, stream monitoring, industrial waste system (IWS) operation and education and outreach.
4. A significant portion of the Airport Storm Water Utility Boundary Area serves regional storm water detention and undeveloped natural areas.

2. All Other Port-Owned Properties.

Port properties located outside the Airport Storm Water Utility Boundary Area shall be subject to the surface water management fee structure as outlined in City code.

C. Surface Water Design Standards.

The City has adopted and follows the 2016 King County Surface Water Design Manual (KCSWDM) and the City addendum to the KCSWDM, collectively referred to as the Surface Water Design Manual (SWDM). This manual is equivalent to the Department of Ecology’s Storm Water Management Manual for Western Washington (SMMWW). Development on Port property that is outside of the Airport Storm Water Utility Boundary Area shall be subject to the City’s Surface Water Design Manual as amended.

The Port has adopted and follows the most recent version of the Department of Ecology’s Storm Water Management Manual for Western Washington (SMMWW). Development within the Airport Storm Water Utility Boundary Area shall be subject to meeting the requirements of the SMMWW.

New development and redevelopment within the Des Moines Creek Basin shall be subject to the Des Moines Creek Basin-specific flow control standard as approved by the Department of Ecology in letter dated July 23, 2003 unless otherwise directed by the Department of Ecology.

D. Regional Detention Facilities.

The Parties acknowledge that the Miller Creek and Tye Regional Detention facilities are owned and operated by the Port. The Port agrees that it will maintain and operate these facilities in accordance with the design and operating standards established by King County for the shared benefit of all jurisdictions whose storm water drains to those facilities. The Port agrees to consult with these neighboring jurisdictions before undertaking any alterations to the facility. Any alterations that increase or reduce benefit or use to neighboring jurisdictions shall result in a

proportionate adjustment in the Storm Water Fee Credit given to the Port.

E. Surface Water Coordination.

1. Joint Participation in Basin Initiatives.

The Port and City agree to cooperatively participate in initiatives that support watershed improvements including basin planning and other basin wide water quality initiatives. In the event that the Port and City agree to jointly fund watershed initiatives, the level of funding by the Port and City shall be based on the percent impervious surfaces on Port-owned properties for the Port and non-Port-owned properties within the City. The Parties can agree to jointly fund new initiatives; new initiatives will not include those already required by either the Port's individual NPDES permit or City's Phase II NPDES Permit.

2. Credit for Joint Funding.

The full amount of Port funding of projects that are mutually agreed upon by the City and the Port to be of benefit to the City's storm water management system will be credited against the annual Surface Water Management Fee.

3. Data and Reports.

The Port and City agree to share upon request storm water related data, reports and infrastructure information including but not limited to: receiving water quality and flow data, water resource studies and reports, storm water conveyance/treatment system mapping data, and NPDES-required reports.

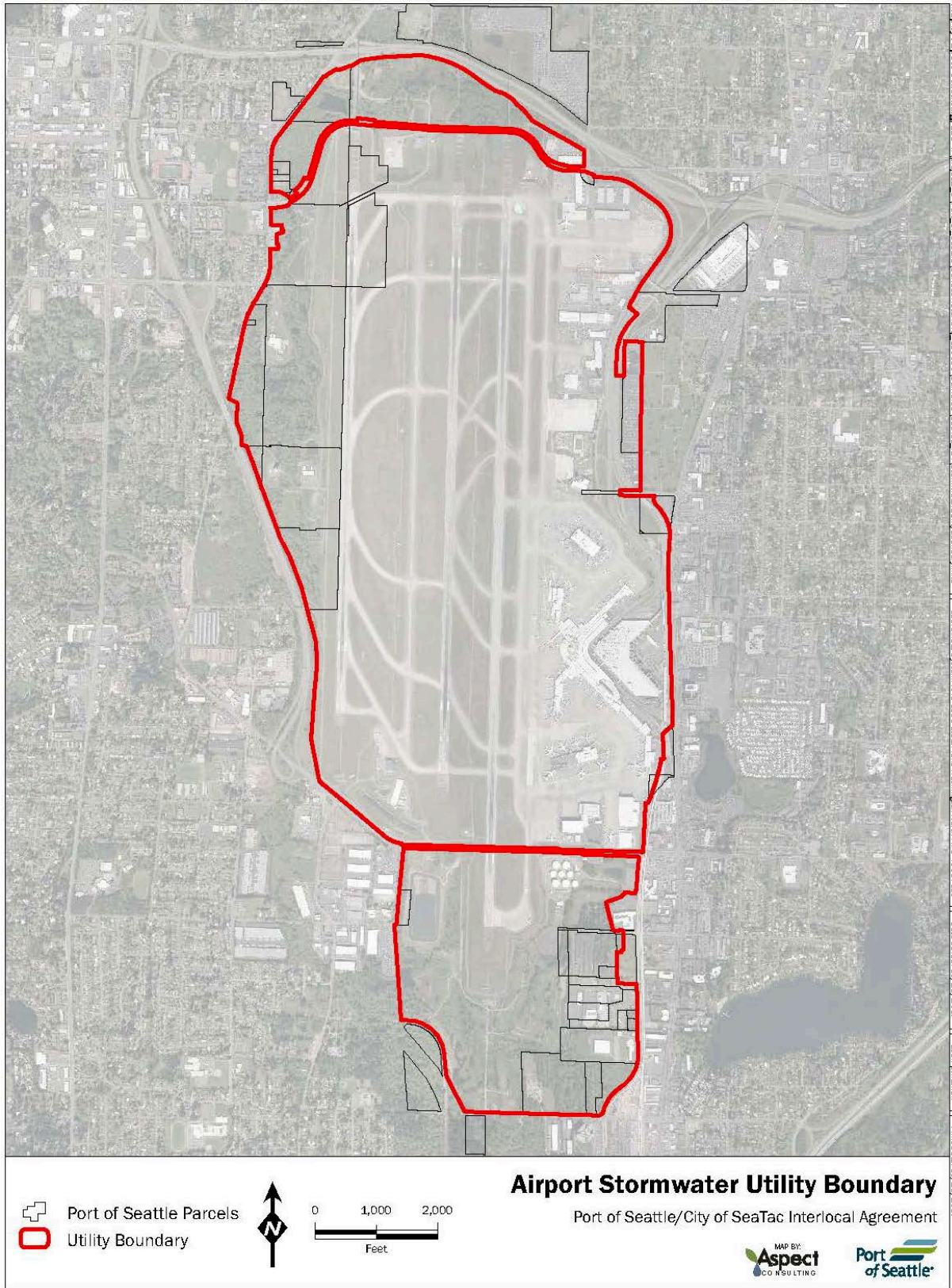
6.4. Noise.

The Port and City will utilize the Part 150 Planning Process for evaluating and incorporating noise compatibility measures, upon FAA approval, into appropriate Port and City plans, policies, and related land use maps and regulations. Prior to beginning future Part 150 noise planning, the City will identify a representative and alternate to serve on a technical advisory panel or other panel to provide input into the process. During the course of the Part 150 process, the Port commits to quarterly City Council briefings on the progress and outcomes of the noise planning process.

6.5. Air Quality and Sustainability.

The City and the Port recognize that the Port will continue to advance initiatives and projects in an effort to meet sustainability goals and objectives voluntarily set by the Port. These initiatives reduce a range of potential environmental impacts, including but not limited to, greenhouse gases and other air pollutants. The Parties agree that they may work collaboratively on these voluntary initiatives if they provide mutual benefit.

Appendix 6A: Airport Storm Water Boundary Map



PUBLIC SAFETY & GENERAL SERVICES

CHAPTER VII: Public Safety & General Services

7.1. Police Jurisdiction and Authority.

The City and Port have, through their respective authorities and jurisdictions, established their own police forces to provide police services to their own jurisdictions. The City and Port Police Departments are authorized to engage as outlined in the Mutual Aid Police Powers Act, Chapter 10.93 RCW to provide emergency assistance to each other as needed.

7.2. Police Emergency Planning and Operations.

- A. The Parties agree there is mutual benefit to frequent communications about crime, civil disorder, Homeland Security and public safety issues which may have shared impact. Therefore, the Parties will establish and maintain working relationships that support such communication.
- B. The Parties shall strive to visit each other's worksites annually, for guided familiarization tours consistent with local security needs and to conduct joint, pre-emergency planning and training drills as feasible.
- C. When planned events are foreseen to impact both jurisdictions (such as dignitary visits, Seahawks, and protests) the Parties agree to work together to develop/implement strategies for successful resolution. If the City issues permits for such events is permitted through the City's special event permit process, the City may assist the Port in recovering associated costs.
- D. The Parties agree to develop agency specific event plans that will not negatively impact the resources of the other party. If it becomes obvious that an agency specific event or event plan will negatively impact the other party, the Party that will be impacted will notify the other Party of the potential impacts. In such cases, the Parties agree to work together to mitigate the impacts. All reciprocal services performed to mitigate the impacts shall be rendered without reimbursement unless the Parties agree to reimburse each other.
- E. The Parties agree to review the contents of this Chapter every five (5) years or as requested by either party during the term of the ILA.

7.3. 911 Calls for Police Service.

The intent of this Section is to demonstrate collaborative philosophical and operational agreements between the Port and City Police Departments and their respective dispatch centers to ensure timely police responses for the benefit of public safety. The Parties also seek to reduce jurisdictional confusion for the Parties' dispatch centers and first responders because a lack of clarity about jurisdictional response can negatively impact public safety.

The Parties agree to the following pertaining to law enforcement jurisdiction and routing of 911 calls for police service:

1. The Port shall have law enforcement jurisdiction for Port-owned properties within the AAA, the Airport Employee Parking Lot located in the 15000 Block of 24th Avenue S., and the Port's Consolidated Rental Car Facility. 911 calls for police service at these properties shall be routed to the Port Dispatch Center for response by the Port of Seattle Police.
2. Unless otherwise agreed upon, the City shall have law enforcement jurisdiction for Port-owned properties which are not immediately adjacent to the AAA, and 911 calls for police service shall be routed to the King County Sheriff's Office for response by the City Police.
3. Law enforcement jurisdiction shall change from the City to the Port for any Port-owned property that becomes included within or immediately adjacent to the AAA as the result of modification of the AAA boundary.
4. If a facility or property is deemed to be operationally essential to airport operations, safety and security, the Parties may agree to change law enforcement jurisdiction from the City to the Port, regardless of the proximity of the property to the AAA. At the request of the Port, the City and Port Police Chiefs will discuss and make a determination regarding whether law enforcement jurisdiction shall be modified while ensuring that public safety remains a top priority in any decision.
5. Any changes to law enforcement jurisdictional responsibility to a Port-owned property shall be agreed upon by the City and Port Police Chiefs. The Port shall document and forward any changes in writing to the ILA Reviewer, c/o King County Sheriff's Office Communications Center and the E-911 Program Office. Notice sent by the Port shall include the parcel numbers and street addresses where law enforcement jurisdiction is to be modified so that adjustments can be made to the GIS files for the proper routing of 911 calls.

7.4. Fire Emergency Planning and Operations.

Most fire agencies in King County, including the City and Port, have entered into the King County Mutual Assistance and Interlocal Agreement, which establishes each agency's mutual commitments and roles for assisting in fire calls and other emergencies. The Port and City agree to review this King County Mutual Assistance and Interlocal Agreement at least every five (5) years, or when requested by either party, to ensure that the needs of the public are being served by the closest emergency response unit. The City and Port may enter into additional agreements as deemed appropriate by their respective Fire Chiefs.

7.5. Permit Parking Program.

ILA-2 (Exhibit C, Section 5) dedicated 36.9% of the parking tax collected by the City to certain transportation projects and related costs. Amendment #4 to ILA-2, Section B, eliminated this specific allocation moving forward, and established a joint process to identify projects for the remainder of these Parking Tax funds. The Port releases to the

City in full any interest or claim in these remaining parking tax funds, estimated to be \$3.85 million. It is the City's intent to utilize these remaining funds for supporting the initiation, implementation and ongoing operation of the Permit Parking Program and related transportation improvements. The City agrees that this contribution by the Port represents the appropriate level of participation in the design, capital costs and ongoing operations of the Permit Parking program for the term of this Agreement.

7.6. Community Relief.

7.6.1. The Port will contribute \$1.4 million annually to the City's General Fund for community relief ("Community Relief Contribution"). The Parties acknowledge that the Port's Community Relief Contribution is intended to provide the City community relief with respect to public safety, including but not limited to police, enforcement of traffic and parking regulations, and general enforcement of City codes and ordinances not otherwise addressed in this Agreement. The Contribution is to address public impacts associated with airport operations or businesses directly serving airport passengers. Consistent with the Parties' intent concerning the purposes of the Community Relief Contribution, and to foster the partnership between the Parties, the City shall not request additional funding from the Port for the matters covered by the Community Relief Contribution during the term of this Agreement. Furthermore, the City agrees with the Port that the Community Relief Contribution may be considered by the SEPA Lead Agency when determining the appropriate mitigation with respect to police and enforcement of parking and traffic regulations.

7.6.2. The Parties recognize the importance of working together in order to meet each Parties' commitments and obligations under this Agreement. Furthermore, the Parties agree that mutual cooperation, partnership, and acting in good faith is essential for this Agreement to be successful, and that the Dispute Resolution provisions established in Chapter II, Subsection 2.4. shall be utilized when the Parties cannot agree. In consideration of the Port's Community Relief Contribution, the City agrees that the annual Community Relief Contribution may be suspended by the Port (but not forfeited) if the City commences litigation against the Port concerning the subjects covered by this Agreement without first utilizing Dispute Resolution. Furthermore, any suspended Community Relief Contribution shall be payable to the City within thirty (30) days of completion of such litigation, or some earlier time that is mutually agreed to by the Parties. Appeals under the State Environmental Policy Act (SEPA) shall not be considered litigation as contemplated by this Subsection.

7.7. Economic Opportunity and Workforce Development.

The City and the Port shall jointly and cooperatively work to support economic opportunity and workforce development in the City for businesses and employees associated with Airport operations. One such effort will be in the furtherance of the requirements of the SeaTac Employment Standards Ordinance (codified in Chapter 7.45 SMC), including, but not limited to, education and outreach efforts to both employees and businesses located at the Airport. These efforts may be further defined in a letter of agreement between the City and the Port to more specifically delineate each party's roles and responsibilities.

DEFINITIONS

DEFINITIONS

Acronyms and Abbreviations:

Advisory Circular.....	AC
Air Operations Area.....	AOA
Airport Activity Area Boundary.....	AAA Boundary
Airport Activity Area.....	AAA
Airport Airfield Facilities.....	AAF
Airport Storm Water Utility Boundary.....	ASU Boundary
Airport Storm Water Utility.....	ASU
Airport Terminal Complex.....	ATC
Aviation Commercial.....	AVC
Aviation Operations.....	AVO
Capital Improvement Program.....	CIP
City of SeaTac.....	City
Community and Economic Development.....	CED
Consolidated Rental Car Facility.....	CRCF
Consumer Price Index - Washington.....	CPI-W
Determination of Non-significance.....	DNS
Determination of Significance.....	DS
Federal Aviation Administration.....	FAA
Interlocal Agreement.....	Agreement or ILA
International Building Code.....	IBC
International Energy Conservation Code.....	IECC
International Fire Code.....	IFC
International Mechanical Code.....	IMC
Joint Advisory Committee.....	JAC
King County Surface Water Design Manual.....	KCSWDM
Letter of Agreement.....	LOA
Level of Service.....	LOS
Mitigated Determination of Non-significance.....	MDNS
National Pollutant Discharge Elimination System.....	NPDES
Port of Seattle.....	Port
Pre-Application Checklist.....	Checklist
Revised Code of Washington.....	RCW
Right-of-Way.....	ROW
SeaTac Municipal Code.....	SMC
Seattle-Tacoma International Airport.....	STIA or Sea-Tac Airport
South Aviation Support Area.....	SASA
State Environmental Policy Act.....	SEPA
Storm Water Management Manual for Western Washington.....	SMMWW
Surface Water Design Manual.....	SWDM
Sustainable Airport Master Plan.....	SAMP
Transportation Improvement Program.....	TIP

Transportation Network CompaniesTNC
Uniform Plumbing Code.....UPC
Washington Administrative Code..... WAC

Definitions:

Accessory Use

A use that is subordinate to and contributes to the comfort, convenience or necessity of occupants, business or industry of the primary use.

Airport

Airports are defined as a complex of facilities that support the landing, takeoff, servicing and maintenance of aircraft, and the movement of passengers, employees, visitors and cargo.

Airport Revenues

Airport Revenues shall have the same definition as contained in Section II(B) of the FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Fed.Reg. 7696 (Feb. 16, 1999) or hereafter amended.

Aircraft Fueling Facility

A building, storage tank, and other facilities for the purpose of storing and conveying aircraft fuel.

Aircraft Maintenance Facilities

A building, hardstand, run-up area, and other facilities used for service and maintenance of private and public aircraft.

Air Operations Area (AOA)

Any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

Aircraft Storage Area

A building used to store private or public aircraft for short- or long-term periods of time.

Airport Airfield Facilities

A runway, taxiway, hardstand, air traffic control towers, ramp control towers, service roads, infrastructure, and other navigation, communication, operational, security, and landing facilities and aids that support the landing, takeoff, movement, and parking of aircraft at an airport.

Airport Cargo Facilities

A building, hardstand, and other facilities used for the on- or off-loading of air cargo on aircraft, the consolidation of air cargo for the loading of aircraft, transload of air cargo for vehicle distribution to customers, and the transfer of air cargo between vehicles and aircraft.

Airport Landside Facilities

A building, parking lot or structure, and other facilities used for short-term parking or staging of airport customers, visitors, vendors, commercial ground transportation services, and other

public transit services, and the parking of airport employees, in support of airport operations.

Airport Support Facilities

Buildings, facilities, infrastructure, and equipment that support the maintenance and operation of an airport (including facilities such as flight kitchens, vehicle queuing and employee/contractor parking), or are required by an authority having jurisdiction (e.g. FAA, Department of Homeland Security) that supports or regulates airport operations.

Airport Terminal Complex

A complex of adjacent buildings, curbsides, parking lots/structures, roadways (excluding public right-of-way), and associated facilities, that support the interchange between various transportation modes and arriving/departing aircraft of the traveling public. Airport terminal complexes typically include aircraft gate parking, aircraft service areas, concourses, departure hold rooms, security checkpoints, airline offices and equipment, ticketing, baggage handling, loading docks, government offices and facilities, hotels, conference facilities, vehicle loading/unloading, commercial vehicle loading/unloading/staging areas, public parking, public transportation, and other dining and retail activities providing goods and services for the traveling public, other airport users and employees. (Source: FAA Advisory Circular 150/5360-13).

Apiary

A place where bees or beehives are kept.

Automotive Service Center

Establishment primarily engaged in small vehicle repair and detailing, including the sale and installation of lubricants, tires, batteries, mufflers and similar accessories.

Batch Plant

The manufacturing of asphalt or concrete, which may include the storage of related component materials.

Biomedical Product Facility

An entity, business, or establishment that is involved in the design, development, assembly and/or manufacture of products developed specifically for the diagnosis, treatment or correction of medical disorders. Products produced by a biomedical product facility include pharmaceuticals, implants or prostheses.

Communications Facility

A communication facility for transmission of UHF and/or VHF television signals, FM and AM radio signals, and /or signals through FM translators or boosters not related to wireless communications facilities.

Conference/Convention Center

An establishment developed primarily as a meeting facility and for related activities.

Consolidated Rental Car Facility

A facility that supports the rental, storage, service, and preparation of motor vehicles for multiple rental car companies at the airport. These facilities typically include offices, customer amenities, parking, cleaning/service equipment, and fueling systems.

Construction/Landscaping Yard

A yard or outdoor facility used as a place to store equipment and materials used by a construction or landscaping business. Construction/landscaping yards may include office areas, as well as outdoor storage for equipment and materials for the construction and landscaping trades.

Departure

A flexible approach to the strict application of the development standards for Port-owned properties located outside of the AAA boundaries.

Distribution Center/Warehouse

A building which is stocked with products (goods) to be redistributed to other users. This may also be known as a “DC”, a fulfillment center, a cross-dock facility, a bulk break center, and/or a package handling center. This does not include truck terminals.

Dry Cleaner

An establishment engaged in the cleaning of clothing or fabrics with chemical solvents that have little or no water.

Equipment Repair, Large

Establishments primarily engaged in the repair and maintenance of commercial and industrial machinery and equipment. For the AVO zone, and within the AOA, this also includes the parking and storage of commercial and industrial machinery and equipment.

Equipment Repair, Small

The repair of appliances, stereo equipment, electronic pieces and computers. This term does not include the repair of motor vehicles in any form.

Electric Vehicle Infrastructure

Structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

Financial Institution

Establishments such as banks and credit unions.

Fire Facility

A facility used for the purposes of fire suppression, fire prevention, or other functions of fire departments.

Food Processing

An industrial production of food from a natural state to a packaged state through approved

FDA processes and standards.

Fueling/Service Station

A building or lot having pumps and storage tanks where fuels, oils or accessories for motor vehicles are dispensed, sold or offered for sale at retail only; auto repair service is incidental and no storage or parking space is offered for rent.

Health Club

Facilities offering the use of exercise equipment for public use, and services such as, but not limited to, expertise and instruction for fitness training and aerobics classes. Does not include massage or other medically related services.

Helipad/Heliport

An area of land or water or a structural surface which is used, or intended for use, for the landing and take-off of helicopters, and any direct maintenance, storage or fueling areas.

High Capacity Transit (HCT)

Guideways, stations, maintenance and operational facilities that support any form of public or private transit (bus, rail, train, Personal Rapid Transit (PRT), People Mover and other new technology) that moves a large number of people to set destination points.

Inter/Intra Terminal Transfer Facilities

Facilities that support the transfer of airport passengers, airport employees, baggage, and cargo.

Kennel/Cattery

A commercial establishment which houses, cares for, breeds, raises or sells dogs or cats. Four (4) or more adult dogs or cats or any combination thereof constitute a kennel. Small animal hospitals and clinics and up to two (2) dwelling units, to be used as manager/caretaker residences, either attached or detached from the kennel, are included. An adult dog or cat is one of either sex, altered or unaltered, that has reached the age of six (6) months.

Laboratories, Research, Development and Testing

A facility in which scientific research, investigation, testing, or experimentation occurs, but not including manufacture and sale of products.

Manufacturing, Light

The transformation of materials or substances into new products, including construction and assembling of component parts and the blending of materials such as lubricating oils, plastics, resins or liquors. Light manufacturing and fabrication is characterized by the use being contained within buildings, and materials or equipment used in production not being stored outside. Light manufacturing and fabrication activities do not generate external emissions such as smoke, odor, noise, vibrations or other nuisances outside the building. This definition includes but is not limited to manufacture and fabrication of electronic components, office products, furniture, and glass products.

Manufacturing, Medium

The transformation of materials or substances into new products, including construction and assembling of component parts, and the blending of materials such as lubricating oils, plastics, resins or liquors. Medium manufacturing and fabrication is characterized by need for only very limited areas of outdoor storage and may create minor external environmental impacts during the conduct of operations but most impacts are contained on site. This definition includes but is not limited to manufacture and fabrication of alcoholic products, paints, printing ink, and leather goods.

Mobile Refueling Operation

An operation where a tank delivery vehicle, containing an approved combustible liquids dispensing storage tank with a maximum capacity of two thousand five hundred (2,500) gallons, is used to refuel commercial and construction vehicles with diesel engines for a site that does not include a stationary vehicle refueling station or facility. Mobile refueling operations do not include the mobile refueling of vehicles with gasoline or other alternate fuel powered engines.

Nonprofit Organization

A corporation that was formed under the Washington Nonprofit Corporation Act to pursue a stated goal without the intention of distributing excess revenue to its members, directors, or officers.

Off-Site Hazardous Waste Treatment and Storage

Hazardous waste treatment and storage facilities that treat and store waste from generators on properties other than those on which the off-site facility is located.

Police Facility

A facility used for the purposes of law enforcement or other functions of police departments.

Professional/Business Office

A place of employment providing professional, administrative, business or governmental services other than production, distribution, sale or repair of goods or commodities.

Public Agency

A public agency is: a) any state board, commission, committee, department, educational institution, or other state agency which is created by or pursuant to statute, other than courts and the legislature; b) any county, city, school district, special purpose district, or other municipal corporation or political subdivision of the State of Washington; c) any sub-agency of a public agency which is created by or pursuant to statute, ordinance, or other legislative act, including but not limited to planning commissions, library or park boards, commissions, and agencies; and d) any policy group whose membership includes representatives of publicly owned utilities formed by or pursuant to the laws of this state when meeting together as or on behalf of participants who have contracted for the output of generating plants being planned or built by an operating agency.

Public Agency Office

An office maintained and used as a place to transact business, activity and operations of any public agency.

Public Agency Yard

A yard or facility used as a place to store materials used by the “outdoor” operations of the public agency, and further used as a place to maintain equipment and facilities of the public agency.

Public/Private Parking

A parking lot or structure used exclusively for the parking of motor vehicles, either public or private, for a fee for any period of time.

Recreational Center

A recreational use, building, or event maintained and operated by a nonprofit club, or an organization whose membership is for a specified group.

Recycling Processing

An enclosed facility supporting the processing of solid waste mechanically or by hand to segregate materials for sale or reuse. Materials which can be removed through recycling include, but are not limited to, mixed paper, newsprint, cardboard, aluminum, glass, plastics, chemicals, oil, wood, compostable organics (food and yard debris), ferrous metal, and inorganics (rubble and inert material).

Restaurant

Commercial use (excluding fast food restaurants) which sells prepared food or beverages and generally offers accommodations for consuming the food or beverage on the premises.

Restaurant, Fast Food

Commercial use which serves food or beverages, is built to encourage drive-through business, and minimizes the number of interior accommodations for on-site consumption of the product.

Retail, Big Box

A retail or wholesale use in a building greater than fifty thousand (50,000) square feet of gross floor area that typically requires a high parking-to-building area ratio. Big-box retail buildings are typically single-story structures. Accessory outdoor display of some materials may occur.

Retail, General

Establishments within a permanent structure engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. This definition excludes retail, big box and pawn shops.

Sports Club

A profit or nonprofit club providing the following activities: a) the instruction of basketball, softball, baseball, cheerleading fundamentals, martial arts and other similar activities, b) weight lifting, c) drop-in, pick-up game sport activities, and d) tournaments/competitions

related to the instructional activities.

Stadium/Arena

A large open or enclosed place used for games and major events and partly or completely surrounded by tiers of seats for spectators. This includes accessory eating and drinking establishments.

Truck Terminal

A building or area in which semitrailers, including tractor and trailer units, and other trucks are parked or stored for seventy-two (72) hours or less before being dispatched. This facility may include incidental servicing and washing facilities.

Utility Substation

Moderate to large scale facilities including power substations, water transmission lines, wireless base stations, sewer collectors and pump stations, switching stations, gas transmission lines, industrial wastewater treatment plants, water storage tanks and reservoirs and similar structures.

Utility Use

Facilities including power lines, water and sewer lines, storm drainage facilities, industrial wastewater facilities, transformers, pump stations and hydrants, switching boxes and other structures generally located in public rights-of-way, plated public rights-of-way, or dedicated easements.

Vehicle Repair, Large

Vehicle repair includes fixing, incidental body or fender work, painting, upholstering, engine tune-up, major engine or transmission repair, adjusting lights or brakes, brake repair, other similar repair work and supplying and installing replacement parts of or for large vehicles. For the AVO and AVC zones this also includes the parking and storage of large vehicles.

Vehicle Repair, Small

Vehicle repair includes fixing, incidental body or fender work, painting, upholstering, engine tune-up, major engine or transmission repair, adjusting lights or brakes, brake repair, other similar repair work and supplying and installing replacement parts of or for small vehicles.

Veterinary Clinic

A place where domestic animals are given medical care and the boarding of animals is limited to short-term care incidental to the clinic use.

Winery/Brewery/Distillery

An establishment which includes the brewing of beer, ale or malt beverage, the process of making wine, or the process of making distilled spirits. Accessory tasting rooms, retail sales and eating facilities may also be included.

Wireless Communications Facility

A fixed location for the transmission and/or reception of radio frequency signals, or other

wireless communications, and usually consisting of an antenna or group of antennas, feed lines, telephone lines, and equipment shelters, and may include an antenna-supporting structure.