

RESOLUTION NO. 18-001

A Resolution of the City Council of the City of SeaTac, Washington, terminating ICMA-RC retirement plan #109238, as established by City Council Resolution #93-072.

WHEREAS, ICMA-RC Retirement Plan #109238 was established in 1993 on behalf of the then-appointed City Manager, pursuant to City Council Resolution #93-072; and

WHEREAS, ICMA-RC has requested authorization to terminate this retirement plan because the plan has a zero balance and is no longer being used;

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

SECTION I. ICMA-RC Retirement Plan #109238, as established by City Council Resolution #93-072, is terminated.

SECTION II. The Finance and Systems Director or designee is authorized to provide ICMA-RC a letter of intent to terminate the retirement plan and complete any other paperwork needed to carry out the intent of this Resolution.

PASSED this 13th day of February, 2018, and signed in authentication thereof on this 13th day of February, 2018.

CITY OF SEATAC




Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary Mirante Bartolo, City Attorney

[Terminate ICMA Plan 109238]

RESOLUTION NO. 18-002

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, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

WHEREAS, the City Council finds it appropriate to amend the 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 Exhibit A.

PASSED this 27th day of February, 2018 and signed in authentication thereof on this 27th day of February, 2018.

CITY OF SEATAC


Erin Sitterley, Deputy Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Amend City Council Administrative Procedures February 2018]

City of SeaTac

City Council

Administrative

Procedures

Revised: Resolution No. 18-7-008 06/13/1702/27/18.

TABLE OF CONTENTS

Section 1.	Mayor and Deputy Mayor	1
Section 2.	Presiding Officer.....	1
Section 3.	Council Committees and Representatives	2
Section 4.	Meetings	3
Section 5.	Format for Agendas for Council Meetings	5
Section 6.	Miscellaneous Agenda Procedures	10
Section 7.	Speaking Procedures.....	11
Section 8.	Parliamentary Procedures and Motions	12
Section 9.	Voting.....	14
Section 10.	Council Relations with Staff	15
Section 11.	Confidentiality.....	16
Section 12.	Executive Sessions	16
Section 13.	Councilmember Travel Expenses	18
Section 14.	Councilmember Equipment.....	18

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~~ Records Manager 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 (5) 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 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 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) 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:

Code Compliance Committee	First Thursday	4:00 p.m. – 5:30 p.m.
LUP Committee	First Thursday	5:30 p.m. – 7:00 p.m.
A&F Committee	Second First —and Third Fourth Thursdays	34:00 p.m. – 56:00 p.m.
PS&J Committee	First Second Thursday	56:00 p.m. – 67:030 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 Advisory Committee	Third Thursday	6:00 p.m. – 7:00 p.m.
LUP Committee	Fourth Thursday	5:00 p.m. – 6:30 p.m.
Airport Advisory Committee	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:
 - Awards,
 - 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.
- Approval of minutes.
- Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a Council Study Session or previous Council Meeting.
- 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 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.

- (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.
- (12) 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.
- (13) 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.
- (14) City Manager Comments. Reports on special interest items from the City Manager.
- (15) Committee Updates.
- (16) Council Comments.
- (17) 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.

- (18) 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.

- (L) Proclamations requests are approved by the Mayor. The request is made directly to the City Clerk who will then present the request to the Mayor. The Mayor has the following options:
1. Approve the request and have the proclamation read at the City Council meeting by the Mayor or his/her designee
 2. Approve the request and have the proclamation mailed to the requestor without being read at a meeting.

3. Deny the request.–

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, 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 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 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 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 shall keep all written materials and/or verbal information 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 should be made to anyone other than other Councilmembers, the City Manager, ~~the~~ City Attorney, or 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 shall be 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 shall not communicate any information learned 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. Accordingly, Executive Sessions of the Council shall be used only when allowed by law and when confidentiality is deemed necessary.

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

- (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

- (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.

Upon return from a conference or workshop, Councilmembers shall complete the City Council Post Trip Report and submit it to the Executive Assistant within 15 days for inclusion in the next A&F Committee meeting packet. An electronic version of the form can be found in the City Council folder at Document Central on the City website.

- (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-e.g. 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 of 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.
- F. 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.
- G. 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. 18-003

A RESOLUTION of the City of SeaTac, Washington, requesting the King County Council, the Puget Sound Regional Council, the State Legislature, the Governor's Office, and the Federal Aviation Administration to take action to address long-term aviation capacity needs in Western Washington.

WHEREAS, the Sea-Tac International Airport (the "Airport") is located within the City of SeaTac ("City"), covering approximately 42% of the City's land area; and

WHEREAS, the City has experienced considerable and disproportionate health and environmental impacts due to its proximity to the Airport; and

WHEREAS, the City recognizes that the Airport is an engine for economic growth for the region; and

WHEREAS, the City recently entered into an Interlocal Agreement with the Port of Seattle to address specific issues pertaining to the City being the host to Sea-Tac International Airport; and

WHEREAS, the City has formed an Airport Committee, that examines both the positive and negative impacts of the Airport to the City; and

WHEREAS, the Airport has experienced significant growth over the past several years, and additional growth over the next decade and projects 56.0 million passengers by 2027; and

WHEREAS, the Port of Seattle will soon adopt a Sustainable Airport Master Plan (SAMP) which includes projects to accommodate 56.0 million passengers by 2027; and

WHEREAS, additional growth beyond the projected 56.0 million passengers will require additional planning; and

WHEREAS, since 1989, various governmental agencies tasked by state statute with planning and decision-making related to ensuring future aviation and airspace capacity have failed

to identify or promote any alternatives;¹ and

WHEREAS, the financial costs and environmental impacts of continued expansion at the Airport are not sustainable; and

WHEREAS, the Airport footprint, transportation infrastructure, and air space capacity will constrain future growth and compromise safety; and

WHEREAS, various other airports exist within the greater Puget Sound region and Western Washington that could potentially accommodate some aviation growth, and that coordination among these facilities is limited; and

WHEREAS, the City of SeaTac Airport Committee and SeaTac City Council believe that immediate action is needed to coordinate plans for long term aviation capacity for the greater Puget Sound region and Western Washington to ensure the ability to accommodate anticipated growth and to minimize further impacts on the City and adjacent communities;

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

Section 1. **Action Requested.** The City Council of the City of SeaTac herein requests that the Federal Aviation Administration, the King County Council, the Puget Sound Regional Council, the Washington State Legislature, and the Governor’s Office take deliberate action to fund and implement the means to cooperatively update an existing or, as needed, develop a new plan that will address the region’s long-term aviation capacity needs. This effort will serve the purposes of both future economic development and reduction of health-related impacts for communities proximate to airport facilities. To address capacity needs, this effort must be launched as soon as possible.

Section 2. **SeaTac’s Cooperation.** The SeaTac City Council is willing to assist or participate with the effort outlined in Section 1 as necessary.

¹ Puget Sound Air Transportation Committee, “Flight Plan,” June 17, 1992 (see: <http://www.historylink.org/File/4201>); Puget Sound Regional Council, “PSRC Supplemental Airport Site Search,” October 27, 1994 (see: <http://www.historylink.org/File/4204>); Washington State Department of Transportation, “Washington State Long-Term Air Transportation Study” (LATS), July 1, 2009 (see: <http://www.wsdot.wa.gov/aviation/LATS.htm>); Washington Department of Transportation, Washington Aviation Strategic Plan (WASP), July 2017 (see: <https://www.wsdot.wa.gov/aviation/Planning/>)

Section 3. Responses Requested. The SeaTac City Council requests that the entities named in Section 1 respond to the City Council of their intended actions no later than June 1, 2018.

Section 4. Transmittal of this Resolution. The City Manager is directed to transmit a copy of this Resolution to the following persons:

- The Honorable Joe McDermott, Chair, King County Council
- The Honorable Dave Upthegrove, District 5, King County Council
- Josh Brown, Executive Director, Puget Sound Regional Council
- The Honorable Tina Orwell, District 33, Washington State House of Representatives
- The Honorable Mia Gregerson, District 33, Washington State House of Representatives
- The Honorable Karen Keiser, District 33, Washington State Senate
- The Honorable Joe Fitzgibbon, District 34, Washington State House of Representatives
- The Honorable Jay Inslee, Governor, State of Washington
- Board of County Commissioners, Lewis County
- Board of County Commissioners, Skagit County
- Board of County Commissioners, Thurston County
- Joelle Briggs, Manager, Federal Aviation Administration, Seattle Airports District Office

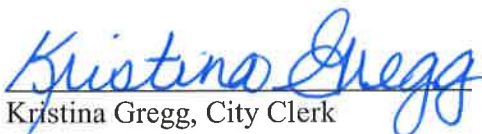
PASSED this 13th day of March, 2018, and signed in authentication thereof on this 13th day of March, 2018.

CITY OF SEATAC




Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary Mirante Bartolo, City Attorney

[Long-Term Airport Capacity Resolution]

RESOLUTION NO. 18-004

A RESOLUTION of the City Council of the City of SeaTac, Washington amending Sections 3, 4, 5, and 6 of the Council Administrative Procedures in order to eliminate Council Study Sessions, and change the start time of Regular Council Meetings.

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, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

WHEREAS, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution in order to eliminate Council Study Sessions;

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

Section 1. Sections 3, 4, 5, and 6 of the City Council Administrative Procedures are hereby amended to read as follows:

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 (5) 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.

~~(B)~~ The Chair of a Council Standing Committee shall issue a status report at the next Council Meeting following the Committee Meeting. This includes items reviewed in which the committee recommendation is to not approve the item.

~~(C)~~ Items reviewed by a Standing Committee, that require Council action, will be forwarded by the Committee to a Regular or Special Council Meeting as an Action Item with one of the following recommendations:

- (1) Refer to the Council with committee recommendation for approval
- (2) Refer to the Council without committee recommendation for further discussion

~~(D)~~ In addition to the 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 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) 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.~~

~~(B) **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.

~~(C) **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:

Code Compliance Committee	First Thursday	4:00 p.m. – 5:30 p.m.
LUP Committee	First Thursday	5:30 p.m. – 7:00 p.m.
A&F Committee	Second and Fourth Thursdays	4:00 p.m. – 6:00 p.m.
PS&J Committee	Second Thursday	6:00 p.m. – 7:30 p.m.
T&PW Committee	Third Thursday	4:30 p.m. – 6:00 p.m.
Sidewalk Advisory Committee	Third Thursday	6:00 p.m. – 7:00 p.m.
Airport Advisory Committee	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.~~

(6B) 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:

- Introductions (including new City Employees)
- Awards;
- 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.
 - Approval of minutes.
 - Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a ~~Council Study Session~~ or previous Council Meeting.
 - 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 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.~~

~~(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.~~

(109) 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 Council Committee meeting ~~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.

(104) 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.

- (112) 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 109, Action Items.
- (123) New Business. The procedures that apply during this section shall be the same as those under Section 109, 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.

(CD) 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.~~
- ~~(E) 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 (or their designees) 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 (or their designees). 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.

(L) Proclamations requests are approved by the Mayor. The request is made directly to the City Clerk who will then present the request to the Mayor. The Mayor has the following options:

1. Approve the request and have the proclamation read at the City Council meeting by the Mayor or his/her designee
2. Approve the request and have the proclamation mailed to the requestor without being read at a meeting.
3. Deny the request.

PASSED this 13th day of March, 2018 and signed in authentication thereof on this 13th day of March, 2018.

CITY OF SEATAAC

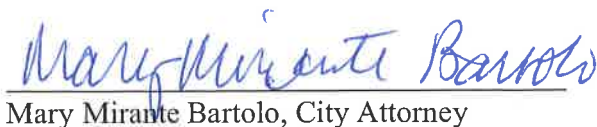


Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Amend City Council Procedures—Eliminate Study Sessions March 2018]

RESOLUTION NO. 18-005

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring a reserved utility easement surplus to the City's needs and terminating the easement on property owned by the Port of Seattle.

WHEREAS, the 22nd Avenue South between South 204th Street and South 208th Street was vacated by Ordinance 96-1011; and

WHEREAS, the City reserved a utility easement along the former 22nd Avenue South, which is located on parcels owned by the Port of Seattle (King County Assessor Parcel #'s 666300-0010 and 666300-0102); and

WHEREAS, the City has no current or future need for preserving this utility easement; and

WHEREAS, the City Council declares the utility easement as surplus to the needs of the City and elects to terminate the utility easement for the purposes of promoting economic development in the area; and

WHEREAS, the City received compensation from the Port of Seattle for the 1996 street vacation, as part of the 1998 Community Relief Fund, and thus no additional compensation is necessary; and

WHEREAS, the City Council held a public hearing on March 13, 2018 prior to passage of this Resolution; and

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

1. The City Council declares the utility easement along the former 22nd Avenue South, between South 204th Street and South 208th Street, and depicted in Exhibit A, surplus to the needs of the City.

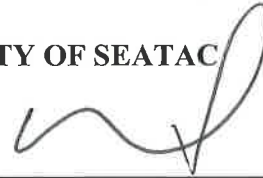
2. The utility easement described in Section 1 of this Resolution shall be terminated and released.

3. The City's Legal Department is authorized draft any documents necessary to carry out the intent of this Resolution, and the City Manager is authorized to sign such documents on behalf of the City.

4. This Resolution is intended to terminate and relinquish any utility easement rights reserved by the City of SeaTac on two parcels owned by the Port of Seattle (King County Assessor Parcel #'s 666300-0010 and 666300-0102), and does not affect the easement rights of any other utility.

PASSED this 13th day of March, 2018 and signed in authentication thereof on this 13th day of March, 2018.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

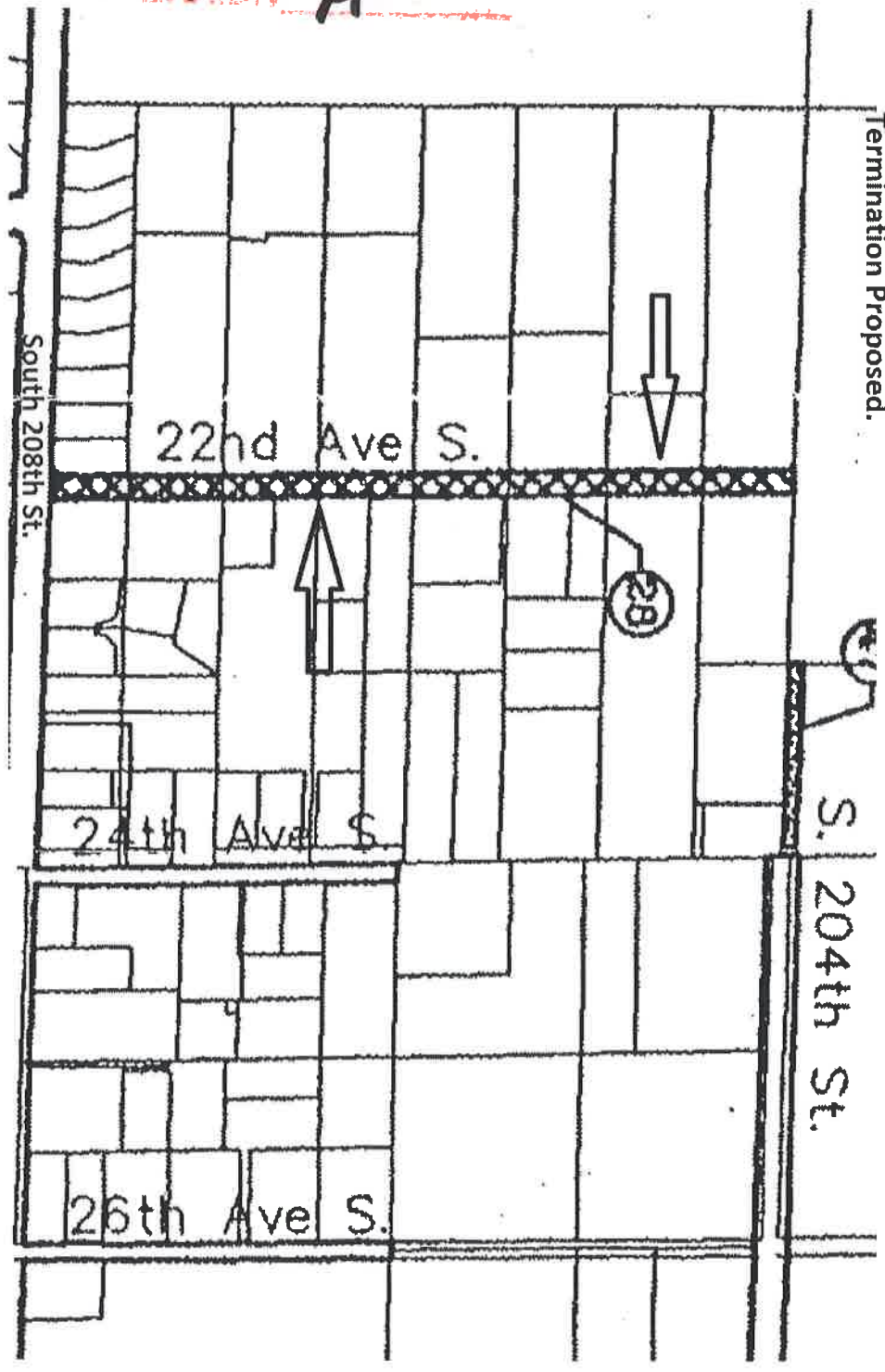


Mary E. Mirante Bartolo, City Attorney

[POS Utility Easement Termination]

EXHIBIT A

22nd Ave So. vacated under Ordinance #96-1011. Easement for
Utilities was reserved and no longer needed.
Termination Proposed.



RESOLUTION NO. 18-006

A RESOLUTION of the City Council of the City of SeaTac, Washington, amending the City's Fee Schedule by reducing fees for Class A right-of-way permits in residential zones.

WHEREAS, it has been deemed appropriate to amend the City's Fee Schedule to differentiate between Class A right-of-way permits that are issued in residential vs. non-residential zones; and

WHEREAS, the City Council has deemed it appropriate to reduce fees for Class A right-of-way permits in residential zones due to the minimal amount of City review that is required for processing these permits; and

WHEREAS, this issue was recommended for approval at the October 26, 2017 Land Use & Parks Committee meeting;

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

Section 1. The City's Fee Schedule for Class A right-of-way permits (listed under CED—Engineering Review Division) is hereby amended to read as follows:

<u>Application</u>	<u>Fee</u>
Class A (Non-residential zones)	\$203.86
Class A (Residential zones)	\$101.93
<u>Review Processing</u>	<u>Fee</u>
Class A (Non-residential zones)	Standard Hourly Rate
Class A (Residential zones)	One Hour (at Standard Hourly Rate)
<u>Daily Use</u>	<u>Fee</u>
Class A (Non-residential zones)	Standard Hourly Rate
Class A (Residential zones)	No Fee


PASSED this 10th day of April, 2018 and signed in
authentication thereof on this 10th day of April, 2018.

CITY OF SEATAC



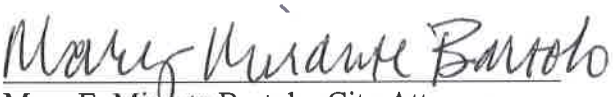
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Class A ROW Permits 03272018]

RESOLUTION NO. 18-007

A RESOLUTION of the City Council of the City of SeaTac, Washington fixing the time for a public hearing on vacating a portion of South 140th Street right-of-way to the Highline School District.

WHEREAS, a petition for vacation of streets has been received, signed by Highline School District the sole owner of property abutting the portion of the City street and right-of-way of South 140th Street, 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 May 22, 2018;

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 South 140th Street as described and depicted on Exhibits “A” and “B” attached hereto, which is abutted by the property owner, is hereby fixed to commence at 6:00 p.m. on Tuesday, May 22, 2018, 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 South 140th Street pursuant to RCW 35.79.030 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 10th day of April, 2018 and signed in authentication thereof on this 10th day of April 2018.

CITY OF SEATAC



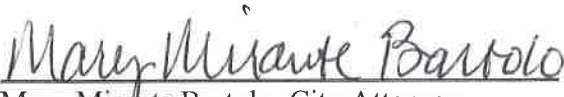
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Street Vacation of South 140th Street, petitioned by Highline School District]

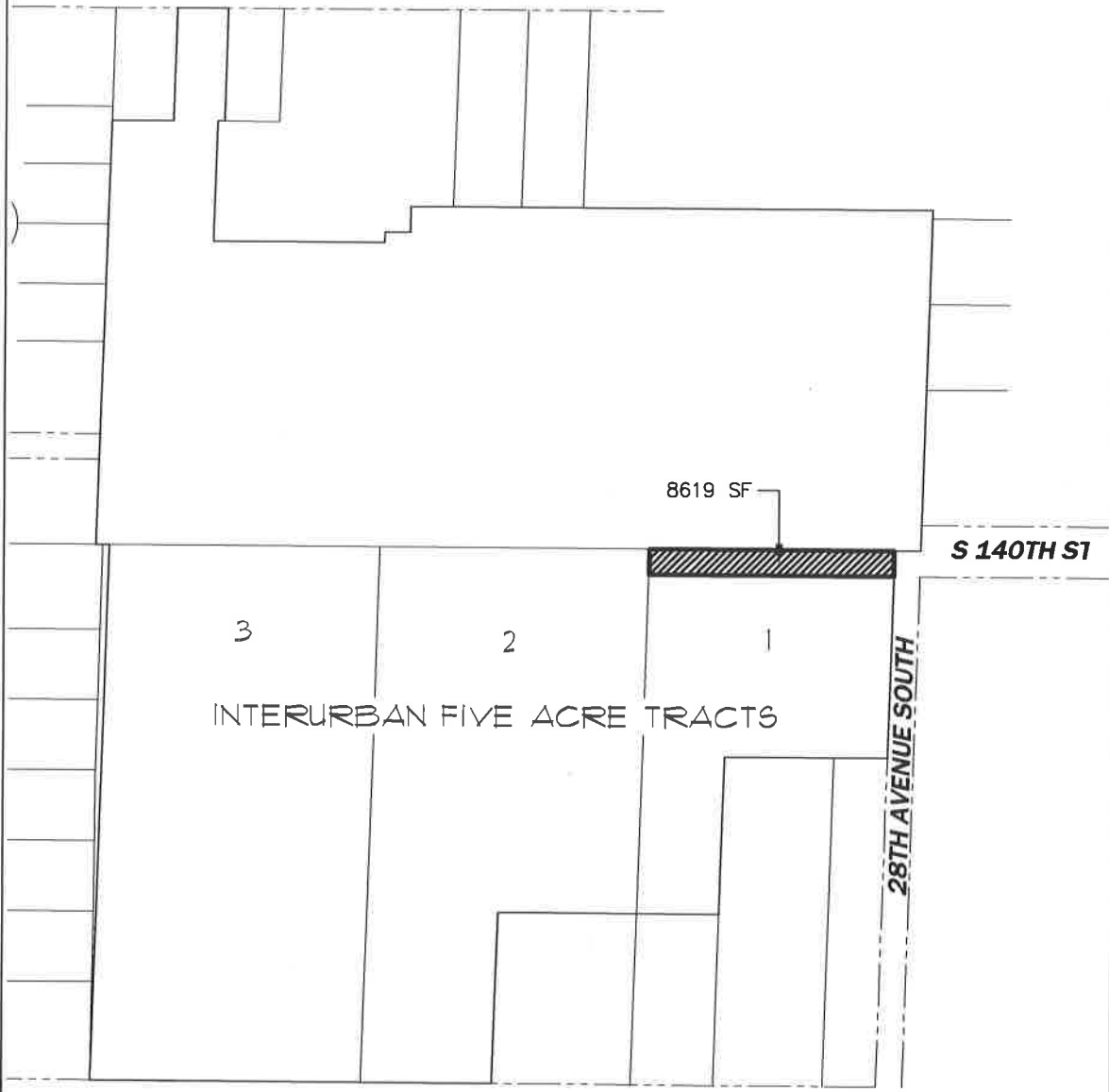
EXHIBIT A

AREA TO BE VACATED

THE NORTH 30 FEET OF TRACT 1, INTERURBAN 5 ACRE GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 22, IN KING COUNTY, WASHINGTON.

EXHIBIT "B"

SOUTH 138TH STREET



1"=200'

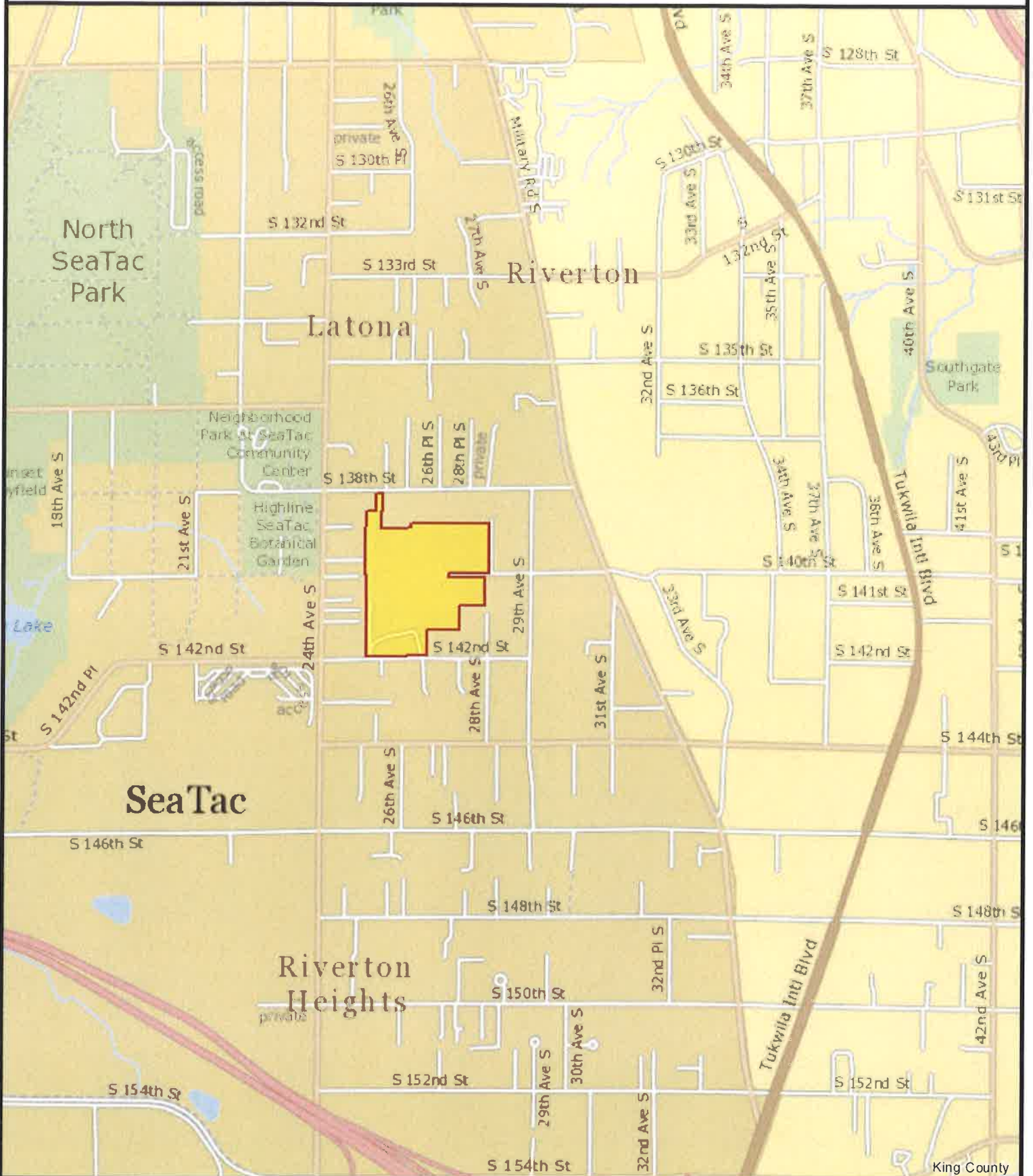


2215 North 30th Street,
 Suite 300,
 Tacoma, WA 98403
 253.383.2422 TEL
 253.383.2572 FAX

JOB NO. 2150018.50
 April 12, 2017
 RIGHT OF WAY VACATION
 LEGAL BY: DF EXHIBIT BY: TD
 w: \saskproj\2015\2150018\row vacation.dwg

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

King County



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Date: 2/6/2018



King County
GIS CENTER

RESOLUTION NO. 18-008

A RESOLUTION of the City Council of the City of SeaTac, Washington amending Sections 3 and 4 of the Council Administrative Procedures in order to revise the Council Standing Committee names and purposes.

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, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

WHEREAS, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution in order to revise the Standing Council Committees;

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

Section 1. Sections 3 and 4 of the City Council Administrative Procedures are hereby amended to read as follows:

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 (5) 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 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, sidewalks, 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)~~ **Planning and Economic Development (PED) Committee**, which shall consider matters related to ~~parks~~, land use, and development regulation issues, economic development issues, and code compliance issues.

(4) **Public Safety and Justice (PS&J) Committee**, which shall consider matters related to police and fire issues, and parking and traffic related issues.

~~(5) **Code Compliance Committee**, which shall consider matters related to code compliance issues.~~

~~(5) **Parks and Recreation (P&R) Committee**, which shall consider matters related to parks, community services, and human services.~~

(D) The Chair of a Council Standing Committee shall issue a status report at the next Council Meeting following the Committee Meeting. This includes items reviewed in which the committee recommendation is to not approve the item.

(E) Items reviewed by a Standing Committee, that require Council action, will be forwarded by the Committee to a Regular or Special Council Meeting as an Action Item with one of the following recommendations:

(1) Refer to the Council with committee recommendation for approval

(2) Refer to the Council without committee recommendation for further discussion

(F) In addition to the 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) **Regular Meetings.** The City Council shall meet regularly on the second and fourth Tuesday of each month at 6:00 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.

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

P&R Code Compliance Committee	First Thursday	4:00 p.m. – 5:30 p.m.
PEDLUP Committee	First Thursday	5:30 p.m. – 7:00 p.m.
A&F Committee	Second and Fourth Thursdays	4:00 p.m. – 6:00 p.m.
PS&J Committee	Second Thursday	6:00 p.m. – 7:30 p.m.
T&PW Committee	Third Thursday	4:30 p.m. – 6:00 p.m.

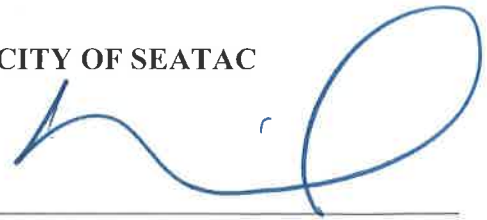
Sidewalk Advisory Committee	Third Thursday	6:00 p.m. – 7:00 p.m.
Airport Advisory Committee	Third Monday	6:00 p.m. – 7:30 p.m.

- (E) **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.
- (F) **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.
- (G) **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 workshop.
- (H) **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.
- (I) **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 2. Current members of the Code Compliance Committee are confirmed to the newly created Parks & Recreation Committee.

PASSED this 10th day of April, 2018 and signed in authentication thereof on this 10th day of April, 2018.

CITY OF SEATAC




Michael Siefkes, Mayor

ATTEST:

Kristina Gregg
 Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Council Administrative Procedures – Standing Committees Revisions]

RESOLUTION NO. 18-009

A RESOLUTION of the City Council of the City of SeaTac, Washington rejecting all bids for the 2018 Spot Drainage Repair Project (SWMCIP-10).

WHEREAS, the City solicited bids for the 2018 Spot Drainage Repair Project (SWMCIP-10); and

WHEREAS, bids were opened on May 9, 2018, and the lowest responsible bid was significantly above the engineer's estimate and project budget;

WHEREAS, the City Council has determined that it is appropriate to reject all bids received for this project so that staff may re-evaluate the project scope and structure and timing of the bid package;

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

1. The City Council hereby rejects all bids received on May 9, 2018 for the 2018 Spot Drainage Repair Project (SWMCIP-10). It is requested that Staff re-evaluate the scope of the project and the structure and timing of the bid package so that the project may be re-bid in the future.

PASSED this 12th day of June, 2018 and signed in authentication thereof on this 12th day of June, 2018.

CITY OF SEATAC

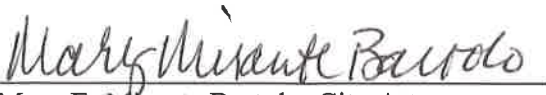


Michael J. Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Reject bids for SWMCIP-10]

RESOLUTION NO. 18-010

A RESOLUTION of the City Council of the City of SeaTac, Washington, amending the City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services.

WHEREAS, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services; and

WHEREAS, it is appropriate to update the City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services accordingly; and

WHEREAS, it is appropriate to adjust the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services to account for a state mandated increase to the Washington State Building Code Council Building Code Surcharge that becomes effective on July 1, 2018;

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

1. That the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services have been adjusted to reflect the new Washington State Building Code Council Building Permit Fee Surcharge increase as set forth in Exhibit A.

PASSED this 12th day of June, 2018 and signed in authentication thereof this 12th of June, 2018.

CITY OF SEATAC



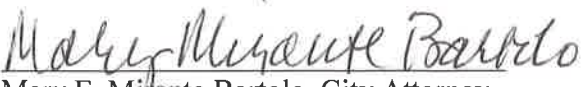
Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

Exhibit A- Revised Page 9 of the City of SeaTac Fee Schedule

Demolition Permit	
a. For buildings 500 square feet or less	\$51.98
b. Minimum for buildings 500 sq ft or more	\$155.95
c. SEPA required for non-single family residence and any structure in excess of 4000 feet.	See CED-PLANNING DIVISION
Inspections for Which No Fee is Specifically Indicated - Per hour (minimum 1 hour)	Standard hourly rate
Inspections Outside the Normal Business hours (minimum 4 hours)	One and one half times the standard hourly rate
Manufactured Home - In a park or on a private property	\$322.10
Manufactured Home Pre-inspection - Per hour, plus mileage at IRS rate	Standard hourly rate
Modular Structure - Based on contract amount and computed from ICC Building Standard Fee Table	Valuation
Moving of a House	\$311.91
Outside Consultant - If required for plan checking and inspections	100% of actual cost to include a 10% administrative fee
Plan Review	65% of the permit fee
a. Outside structural plan review - If required	Additional 33% of the permit fee
Re-roofing Permit - For a single-family residence is based upon valuation as determined by the contract amount, or computed at the fair market rate per square foot for the DIY projects, (minimum fee \$93.78)	\$93.78 minimum or valuation
Re-inspection - Per hour (minimum 1 hour)	Standard hourly rate
Technology Fee	See CED MISCELLANEOUS
Washington State Surcharge – Multifamily Unit Fee, State Mandated(per RCW 19.27.085)	\$4.50
a) Residential Building Permits	\$6.50 each permit plus \$2.00 per residential unit after the first unit
b) Commercial Building Permits	\$25.00 each permit plus \$2.00 per residential unit after the first unit

RESOLUTION NO. 18-011

A RESOLUTION of the City Council of the City of SeaTac, Washington amending Section 3 regarding Alternate Council Committee Members and Section 5 of the Council Administrative Procedures in order to revise the format for Agendas for Council Meetings.

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, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

WHEREAS, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution in order to revise the format for Agendas for Council Meetings;

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

Section 1. Section 3 of the City Council Administrative Procedures are hereby amended to read as follows:

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 (5) 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. In the event there is no quorum for a scheduled meeting, any other Councilmember present may fill in as an alternate member in order to establish a quorum. 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 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, sidewalks, and utility issues.
- (2) **Administration and Finance (A&F) Committee**, which shall consider matters related to administrative and procedural issues, financial issues, and contracts/negotiations.
- (3) **Planning and Economic Development (PED) Committee**, which shall consider matters related to land use, development regulation issues, economic development issues, and code compliance issues.
- (4) **Public Safety and Justice (PS&J) Committee**, which shall consider matters related to police and fire issues, and parking and traffic related issues.
- (5) **Parks and Recreation (P&R) Committee**, which shall consider matters related to parks, community services, and human services.

(B) The Chair of a Council Standing Committee shall issue a status report at the next Council Meeting following the Committee Meeting. This includes items reviewed in which the committee recommendation is to not approve the item.

(C) Items reviewed by a Standing Committee, that require Council action, will be forwarded by the Committee to a Regular or Special Council Meeting as an Action Item with one of the following recommendations:

- (1) Refer to the Council with committee recommendation for approval
- (2) Refer to the Council without committee recommendation for further discussion

(F) In addition to the five Standing Committees, the Council may create other advisory committees as appropriate.

Section 2. Section 5 of the City Council Administrative Procedures are hereby amended to read as follows:

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 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.

(d) Speakers commenting on action items during this comment period will not be provided time to speak during the public comment period for Action items.

(5) Presentations, including but not limited to the following:

- Introductions (including new City Employees)
- Awards
- Proclamations
- Confirmation of Mayoral Appointment (Certificates of Appointment)
- Certificates of Appreciation or Recognition
- Key City Issues and Requests for Direction (by City Manager)

- Committee Updates (for items not included on the agenda) and 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.
- Approval of minutes.
- Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a previous Council Meeting.
- 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 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.

(a) Individual comments shall be limited to three minute in duration and group comments shall be limited to ten minutes.

(b) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

~~(c) Speakers who commented on action items during the initial comment period at the beginning of the meeting will not be provided time to speak during this comment period.~~

(910) 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 Council Committee meeting. 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.

(110) 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.

(124) 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 9, Action Items.

(132) New Business. The procedures that apply during this section shall be the same as those under Section 9, 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.

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

~~(14) Committee Updates.~~

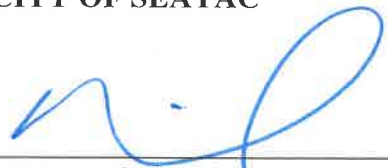
(15) Council Comments.

- (16) 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.
- (17) 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.
- (C) 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.

PASSED this 12th day of June, 2018 and signed in authentication thereof on this 12th day of June, 2018.

CITY OF SEATAC



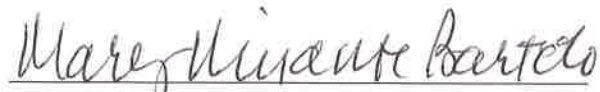
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

RESOLUTION NO. 18-012

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing entry into a Development Agreement Alaska Air Group (AAG) Real Property, LLC.

WHEREAS, RCW 36.70B.170 through .210 and SMC 15.115.030 authorize the City to enter into Development Agreements with persons or entities having ownership or control of real property within the City; and

WHEREAS, AAG Real Property LLC has requested a Development Agreement to facilitate the development of their Copper River Project, to be locate north of South 192nd Street between International Boulevard South and 28th Avenue South; and

WHEREAS, notice was published and the Council having held a public hearing; and

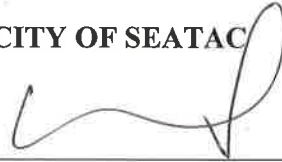
WHEREAS, the Council finds that the proposed Development Agreement remains generally consistent with current City development regulations and that the departures therefrom provided by the Amendment to the Development Agreement are offset by benefits to be received by the City;

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

Section 1. The City Manager is authorized to execute, on behalf of the City, a Development Agreement with AAG Real Property LLC generally in the form attached to this Resolution as Exhibit A.

PASSED this 26th day of June, 2018 and signed in authentication thereof on this 26th day of June, 2018.

CITY OF SEATAC



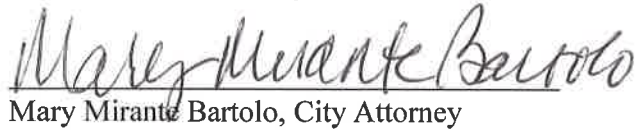
Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Development Agreement with AAG]

WHEN RECORDED, RETURN TO:

James A. Greenfield
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SEATAC
AND AAG REAL PROPERTY LLC
FOR
THE COPPER RIVER DEVELOPMENT**

Grantor: AAG Real Property LLC

Grantee: City of SeaTac, a Washington Municipal Corporation

Abbreviated Legal Description:

Complete legal description is at Exhibit F of document.

Assessor's Property Tax Parcel Account Numbers:

Reference to Related Document:

None.

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SEATAC
AND AAG REAL PROPERTY LLC
FOR
THE COPPER RIVER DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SEATAC AND AAG REAL PROPERTY LLC FOR THE COPPER RIVER DEVELOPMENT (this "Agreement") is made and entered into this _____ day of _____, 2018, by and between the CITY OF SEATAC, a Washington municipal corporation, hereinafter the "City," and AAG REAL PROPERTY LLC, a Delaware limited liability company, hereinafter the "Developer."

RECITALS

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, this Agreement relates to the development known as The Copper River Project, to be developed on real property generally located at the southwest intersection of International Boulevard South and South 192nd St. in the City of SeaTac, King County, Washington; and

WHEREAS, the following relevant events have occurred in connection with the processing of the Developer's applications for the City's approval of the Project:

- A. The Developer and others have investigated the environmental condition of the Property and the environmental impacts that may be caused by the development of the Property and have prepared certain environmental reports and studies, which are listed on Exhibit A attached hereto (the "Environmental Documents").
- B. The City has reviewed the Environmental Documents submitted, including the environmental checklist and supporting documentation, in order to determine the probable adverse environmental impacts of (i) Phases 1 - 4 of the development and (ii) the making of this Agreement for subsequent Phases of the development, as required by the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"). The City made a threshold Mitigated Determination of Nonsignificance dated March 13, 2018 (with subsequent addendum dated

June 14, 2018 (SEPA Addendum - SEP18-0003)), which has not been appealed (the “MDNS”). Copies of the March 13, 2018 MDNS and of the June 14, 2018 Addendum are attached hereto as Exhibits B-1 and B-2.

- C. On May 24, 2018, the Developer submitted to the City an application for the making of a development agreement relating to the Property.
- D. The Developer intends to develop the Property in Phases. For Phase 1, the Developer has submitted to the City the following Project permit applications (SPR18-0002, SUB18-000, BLD18-0078, BLD18-0079, BLD18-0080, BLD18-008, STE18-0018 and BLD18-0105) and will submit additional Project permit applications and obtain, pursuant to the Applicable Land Use Regulations and consistent with this Agreement, governmental approval before construction, installation, and completion of the Phase 1 Project improvements.
- E. For Phases 2 – 4 of the Project, the Developer will submit to the City Project permit applications consistent with this Agreement and will be required to submit and obtain, pursuant to the Applicable Land Use Regulations, governmental approval of construction permit applications, and additional Project permit applications before construction, installation, and completion of Phases 2 – 4 Project improvements.
- F. The Property is designated on the City’s official comprehensive plan map as primarily “Commercial High” (with the CHQ portion of the Property as “Commercial Medium”) as shown on the drawing attached hereto as Exhibit C and is zoned on the City’s official zoning map as “Community Business in Urban Center (CB-C), and within the Urban Center Boundary, as shown on the drawing attached hereto as Exhibit D. Neither Exhibit C nor Exhibit D is intended to modify the City’s maps, and in the event of any inconsistency between Exhibit C and the City’s comprehensive plan map or between Exhibit D and the current City’s official zoning map, the City’s maps shall control.
- G. The Project, as developed pursuant to this Development Agreement, will bring the following positive enhancements, among others, to the City:
- Redevelopment of blighted area in a coordinated urban campus with landscaping, enhanced streetscape, and a privately funded, publicly accessible pedestrian crossing of International Boulevard; and
 - Single employer development, allowing for transportation management programs and incentives, reducing reliance on single occupancy vehicles, increasing public transportation usage; and
 - Concentration of employment in an urban area, well served by public transportation, furthering the goals of the Growth Management Act and the City of SeaTac Comprehensive Plan.

H. After public hearings on June 12, 2018 and June 26, 2018, the City Council authorized the City Manager, on behalf of the City, to execute this Agreement with the Developer pursuant to Resolution 18-___ that was passed on June ___, 2018.

Now, therefore, the parties hereto agree as follows:

AGREEMENT

Section 1. The Project. The Project is the development and use of the Property as described on Exhibit E attached hereto.

Section 2. The Property. The Property consists of approximately 7 acres and is legally described in Exhibit F attached hereto and incorporated herein by this reference. The Property is located within the incorporated limits of the City. The Property is graphically depicted on the drawing attached hereto as Exhibit G (the "Property Map").

Section 3. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

- A. "Adopting Resolution" means the resolution that approves this Agreement, as required by RCW 36.70B.200.
- B. "Applicable Land Use Regulations" means, with respect to each Phase of the Project in general, and with respect to each permit or approval related to the Project for which Developer seeks City approval, the Ordinances adopted by the City Council of SeaTac and in effect on the date that the Developer submits a complete application to the City for such permit or approval (including without limitation, the building codes and clearing and grading codes under which the review of the Project is vested under RCW 19.27.095 and other applicable laws); provided, however, with respect to the vested SeaTac Municipal Code/Development Standards expressly listed in Section 8.B hereof, "Applicable Land Use Regulations" means the Ordinances adopted by the City Council of SeaTac and in effect on the Vesting Date.
- C. "Buildout Period" means the 20-year period further described in Section 6.E hereof.
- D. "Certificate of Occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property use a specified building or the final inspection if a formal certificate is not issued.
- E. "City Code" or "Code" means the SeaTac Municipal Code, as a codification of adopted City Ordinances.

- F. “Development Standards” include all of the standards listed in RCW 36.70B.170 (3), as established or modified by this Agreement. The Development Standards applicable to the Project are described below in Section 8.
- G. “Director” means the City’s Director of the Department of Community and Economic Development, or other authorized designee of the City Manager.
- H. “Effective Date” means the date this Agreement has been fully executed by both parties.
- I. “Implementing Approvals” are the applications for land use approvals and permits in addition to the Development Agreement that are necessary or desirable for the development of the Project. The Implementing Approvals may include without limitation the following: amendments of the Development Agreement, improvement agreements and other agreements relating to the Project, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, developer extension agreements, landscaping plan approvals, clearing and grading permits, storm drainage construction plans and design of individual facilities, other studies, programs and plans required under this Agreement, right-of-way permits, and any amendments to, or repealing of, any of the foregoing.
- J. “Project” is defined in Section 1.
- K. “Project Elements” means the fundamental elements of the Project described in the Project Description set forth in Exhibit E.
- L. “Property” is defined in Section 2.
- M. “Vesting Date” means the Effective Date.

Section 4. Exhibits. The following exhibits to this Agreement are attached hereto and incorporated herein and include the following:

- Exhibit A – List of Environmental Documents
- Exhibit B-1 – Copy of the MDNS dated March 13, 2018
- Exhibit B-2 – Copy of SEPA Addendum dated June 14, 2018
- Exhibit C – Map of Current Comprehensive Plan Designations
- Exhibit D – Map of Current Zoning Designations
- Exhibit E – Project Description
- Exhibit F – Legal Description of the Property
- Exhibit G – Property Map
- Exhibit H – List of Modified City Development Standards
- Exhibit I – Map of Copper River Phasing Plan
- Exhibit J – Right of Way Improvements

- Exhibit K – Surface Area Parking
- Exhibit L – Location of Pedestrian Crossing
- Exhibit M – Traffic Signal Boxes
- Exhibit N – Perimeter Landscaping
- Exhibit O – International Blvd. /S. 192nd St. Corner Landscaping
- Exhibit P – Southernmost Street Trees

Section 5. Project Is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement.

A. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall continue for a period of twenty (20) years (the “Buildout Period”) unless terminated or extended as provided herein. Following the expiration or termination of this Agreement, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

Section 7. Vested Rights of Developer.

A. During the Buildout Period unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, the Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer. Except as provided in Section 7.B, Developer is vested to the Project Elements set forth in Exhibit E and Permitted Uses and Development Standards set forth in Section 8 as established by this Agreement, either initially or through amendment, during the Buildout Period. All Implementing Approvals shall be governed by these vested Project Elements and Development Standards. During the Buildout Period, the City shall not modify or impose new or additional Project Development Standards on those subjects covered in Section 8, or for subjects covered by subsequent amendments to this Agreement, except as provided in Section 7.B. Further, for subjects not covered by the Project Development Standards adopted in Section 8 or subsequently adopted Project Development Standards, the SeaTac Municipal Code provisions on the effective date of this Agreement shall apply to the Project, and no changes to nor new provisions of the SeaTac Municipal Code after the effective date of this Agreement shall apply to the Project, except as provided in Section 7.B.

B. City’s Reserved Authority. In accordance with RCW 36.70B.170 (4), the City reserves the authority to impose new or different regulations to the extent required to prevent a serious threat to public health and safety.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines, and other Development Standards for development of the Property shall be as follows:

A. General. The Development Standards shall include (1) The Project description as set forth on Exhibit E attached hereto and incorporated herein by this reference, (2) the Applicable Land Use Regulations, (3) the permits and approvals identified herein, (4) the other Development Standards expressly set forth in this Agreement, and (5) the Development Standards expressly set forth in all other exhibits incorporated herein. The permitted uses of all or any portion of the Property are the uses described on Exhibit E attached hereto. The parties have used reasonable efforts to identify on Exhibit H attached hereto the City development standards that are modified by this Agreement, but Exhibit H is not intended to govern to the extent that it either omits any modified development standard or conflicts with any other provision of this Agreement.

B. Vested SeaTac Municipal Code/Development Standards. For the Project, Developer shall vest to Titles 14, 15, 16A, and 17, and Section 11.15 of the SeaTac Municipal Code throughout the Buildout Period. Specific provisions are more generally described below:

Per RCW 36.70B.170(3)	Vested Development Standards
<i>(a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes</i>	<ul style="list-style-type: none"> • As described in this Development Agreement and as permitted in the current CB-C Zone pursuant to the current SeaTac Municipal Code (generally Title 15.)
<i>(b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications</i>	<ul style="list-style-type: none"> • Application fees for permits and other city approvals, pursuant to the City’s adopted Fee Schedule as of the date of the complete application for each Phase. • Transportation Impact Fees calculated pursuant to the current SeaTac Municipal Code, Chapter 11.15, and adopted Schedule of Transportation Impacts Fees, with the Copper River Project being in the “Office -- Corporate Headquarters” land use category. The Transportation Impact Fees for subsequent Phases of the Project may be updated pursuant to current SMC 11.15.040.B, provided that an annual increase

	<p>in such fees shall not be greater than the increase for such year in the Consumer Price Index for All Urban Consumers (CPI-U) – Seattle Area, or, if that Index is no longer published, by a similar price adjustment index. All other aspects of SMC Chapter 11.15 shall be vested and the analysis of transportation impacts shall be evaluated pursuant to the methodology described in the International Transportation Engineer (ITE) Manual, version 10.</p> <ul style="list-style-type: none"> • Other than the Public Benefits expressly described in the Development Agreement, other than the fees described above, and other than Surface Water Management Fees due under SMC 12.10, there will be no other reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications required.
<p><i>(c) Mitigation measures, development conditions, and other requirements under chapter 43.21C RCW</i></p>	<ul style="list-style-type: none"> • Pursuant to the MDNS, the only mitigation measure, development condition or other requirement is: The applicant shall submit a Transportation Management Plan for the Copper River Development Project, substantially in compliance with SeaTac Municipal Code 11.30. City approval of this Plan shall occur prior to issuance of a Certificate of Occupancy for the Phase 1 office building. • For all Phases for which Developer has not submitted a complete application within the initial 10 years of the 20-year term, Developer shall provide a Traffic Study prepared by a professional transportation analyst mutually approved by the City and Developer. The Traffic Study shall evaluate whether or not the expected traffic impacts from the proposed Phase (or Phases) of the Project will cause the LOS of any intersection to degrade to LOS F. If so, then Developer shall either (i) provide mitigations to reduce the traffic impacts so that the intersection(s) do not degrade to LOS F or (ii) conduct supplemental review of traffic

	impacts under SEPA, WAC 197-11-600(3). The Traffic Study shall use the methodology described in ITE Manual, version 10. The Traffic Study may be conducted at any time beginning one year following the date of the Certificate of Occupancy for Phase 1.
<i>(d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features</i>	<ul style="list-style-type: none"> As described in the Development Agreement and as permitted in the current CB-C Zone pursuant to the current SeaTac Municipal Code (generally Titles 14, 15 (including, the City's Sign Code, Chapter 15.600) and 17.
<i>(e) Affordable housing</i>	<ul style="list-style-type: none"> Not Applicable.
<i>(f) Parks and open space preservation</i>	<ul style="list-style-type: none"> Not Applicable.
<i>(g) Phasing</i>	<ul style="list-style-type: none"> Within the discretion of Developer, but four (4) Phases as described in this Development Agreement are anticipated.
<i>(h) Review procedures and standards for implementing decisions</i>	<ul style="list-style-type: none"> As provided pursuant to the current SeaTac Municipal Code (generally Title 16A) or, in Developer's discretion, as provided in the then current Code.
<i>(i) A Buildout or vesting period for applicable standards</i>	<ul style="list-style-type: none"> Twenty years.
<i>(j) Any other appropriate development requirement or procedure</i>	<ul style="list-style-type: none"> None

C. Building Placement and Maximum Front Yard Setback. The Project will be developed substantially in conformance with the phasing plan, attached hereto as Exhibit I (the "Site Plan" or "Phasing Plan"), in Phases within the discretion of the Developer. The orientation of longest building façade in each building shall be as shown on the Site Plan.

D. Parking Garage Ground Floor Retail. Parking Garage Ground Floor Retail may be located in the Phase 1 building instead of the Parking Garage and thereafter in the buildings of subsequent Phases. The total area of retail provided shall be at least the same in the Phase 1 building (or in subsequent buildings) as would be required in the parking garage ground floor. Developer shall provide direct pedestrian access to the retail area in the Phase 1 building with an entry way off of International Boulevard. If Developer

relocates all or a portion of the retail area to other buildings, then Developer shall provide direct pedestrian access to the retail area in the building(s) with an entry way off of the right of way frontage.

E. Parking Garage Screening. SMC 15.455.610.E.2 (Parking Structure Design – Appearance) and SMC 15.455.610.G (Parking Structure Design - Minimizing Views Into the Parking Structure Interior) shall apply only to west façade of the parking garage along 28th Avenue South, and only upon full build out of the parking garage, and otherwise such development regulations shall not apply to the Project. No “sign” as defined by SMC 15.600.015 may be installed on the Parking Garage Screen except in strict compliance with the City Sign Code (Ch. 15.600 SMC); provided however that garage screen designs and coloration may be used to evoke association with Alaska Airlines (such as use of Alaska Airlines color palette or evocative patterns). Developer otherwise may install signs on the Garage (and elsewhere in the Project) in compliance with the City Sign Code.

F. Applicable Building Code for Parking Garage if Built in Phases. Developer may choose to build the Parking Garage in two Phases. The first Phase of the Parking Garage may consist of the first three and one-half floors and will be constructed as part of Phase 1 of the Project. The second Phase of the Parking Garage will consist of completing the Garage to its full eight and one-half floors and shall be built no later than Phase 2 of the Project. If the Developer chooses to build the Parking Garage in these two Phases, then the Developer may design and build the first Parking Garage Phase with a foundation and other structural elements to accommodate the larger building that may be constructed in the second Parking Garage Phase. In addition, if the Developer also chooses to defer construction of the second Parking Garage Phase more than a few years following the date of this Agreement, then it is possible that the City’s building code may have been amended to incorporate the 2018 International Building Code as adopted by the International Code Council (the “2018 IBC”). However, the City may choose to adopt the 2018 IBC with certain amendments, which amendments cannot be known at the present time. In order to provide Developer with the certainty encouraged and allowed by RCW 36.70B.170 regarding the building code applicable to the Parking Garage, and in order to provide for the protection from serious threat to public health and safety, Developer may design and build both Phases of the Parking Garage to the 2018 IBC as adopted by the International Code Council as of the date of this Agreement, provided that the 2021 IBC (or a subsequent version of the IBC) has not yet been adopted by the City. If the City does adopt the 2021 IBC (or a subsequent version of the IBC), then, thereafter, any Phase of the Parking Garage for which Developer submits a complete application shall be designed and built to that subsequently adopted IBC.

G. Phasing of Off-Site Improvements. Except as otherwise provided in Section 12.G, improvements required by SMC 13.200.010 (Off-site improvements) may be phased to allow their construction concurrently with the construction of one of the adjacent phased buildings. However, in conjunction with development of Phase 1, and prior to the issuance of a Certificate of Occupancy for the Phase 1 building, Developer shall remove

existing driveways along the Projects frontage streets that are not intended for re-use and replace them with sidewalk as shown on Exhibit J.

H. Storm Water Improvement Phasing. Storm water management facilities shall be constructed in accordance with SMC 12.10 (Surface and Storm Water Management). Developer may elect to construct detention and infiltration improvements in Phase 1, sized for the anticipated full Project Buildout. Future project Phases may connect to and benefit from the capacity constructed in Phase 1. Development following Phase 1 will prove compliance with drainage requirements in effect at the time of permit application for future Phases. If performance requirements for detention and infiltration (flow control BMP's) are unchanged, then compliance for the Phase will be determined by comparison of the proposed tributary area and site coverage to that assumed in the Phase 1 drainage model. If performance requirements increase following Phase 1 construction, then Developer will provide supplementary improvements as required to meet then-current drainage code for the subsequent Phase. Detention volume and corresponding infiltration flow rates constructed in Phase 1 will be allocated to each subsequent Phase based on pro-rated tributary area and the Phase 1 drainage model.

I. Parking Garage Character and Massing -- Façade. The articulation of the parking garage façade need not conform to SMC 15.455.610.F.i (vertical articulation.)

J. Parking Garage Top Floor Wall Design. The top floor wall designs of the Parking Garage need not conform to one (1) or more of the options set forth in SMC 15.455.610.D.

K. Temporary Use of Former Hotel Parking Areas. Pending redevelopment as an office building in Phases 2, 3, and/or 4 of the Project, the Developer may utilize the currently constructed surface parking area depicted on Exhibit K for parking in conjunction with the office buildings developed in prior Phases of the Project. Developer shall not expand the parking area. It is agreed that use of this parking area for surface parking is non-conforming. However, since such use is temporary, compliance with the standards set forth in 15.455.400 through 15.455.500 SMC by the Developer is not required. Developer shall not be permitted to utilize such area for parking beyond the Buildout Period unless Developer brings such area into compliance with then current requirements for surface parking facilities prior to the expiration of the Buildout Period.

L. Minimum Parking Requirements. Developer may satisfy the minimum parking requirements set forth in SMC 15.455.120 by providing at least 70% of the parking spaces set for in SMC 15.455.120. Furthermore, at no time shall the number of parking spaces fall below 70% of the minimum parking requirements for the constructed Phases of the Project.

M. Location of Parking. The Parking Standards set forth in SMC 15.515.100.D.1 shall not apply to the Project.

N. Landscaping. Developer may satisfy the Building Façade Landscaping requirements set forth in SMC 15.445.210 by providing a minimum of 5 feet of Type V vegetation along the building facades, provided that portions of the building facades may have pedestrian oriented hardscapes or paved areas in lieu of Type V vegetation. Such hardscapes or paved areas shall be used strategically in coordination with the building design to provide strong connections between the interior and exterior spaces. Such departure from the Building Façade Landscaping requirements shall be permitted only if the total landscaped area of the Project after application of this departure exceeds the minimum landscaped area otherwise required by Ch. 15.455 SMC. Developer will place a sufficient portion of such landscaping around the site perimeter of the Property in order to provide treatment of the edges.

Section 9. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the Code, including without limitation Chapter 13.100, and shall not require an amendment to this Agreement.

Section 10. SEPA Compliance.

A. Prior SEPA Documents. The parties acknowledge the environmental impacts of the Project have been adequately addressed and analyzed in prior environmental documents, including, but not limited to, the Project SEPA Checklist.

B. MDNS. The parties intend that the MDNS analyzing the impacts of the Project shall constitute compliance to the fullest extent possible under SEPA for all Implementing Approvals during the Buildout Period. The Developer shall comply with the mitigating conditions in the MDNS except as modified by the Project Development Standards in this Agreement.

C. Further SEPA Review Limited. Since this Agreement sets forth the mitigations and Development Standards to be applied during the Buildout Period to achieve full SEPA compliance, the City may, pursuant to the procedures and standards set forth in SEPA, Ch. 43.21C RCW, the SEPA Rules, Ch. 197-11 WAC as now exists or as are hereafter amended, require an EIS, a supplemental EIS, EIS addendum, DNS or MDNS requiring mitigation measures beyond those in this Agreement, only to the extent:

- i. the City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b)(i), that substantial changes have been made to the Project so that it is likely to have significant adverse impacts not previously analyzed in a SEPA environmental document; or
- ii. the City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b)(ii), that there is new information indicating probable significant adverse environmental impacts of the Project not previously analyzed in a SEPA environmental document.

Section 11. Applicable Land Use Fees, Transportation Impact Fees, and General Facility Charges.

A. Land use fees adopted by the City as of the Vesting Date may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

B. All transportation impact fees shall be paid as set forth in SMC Chapter 11.15; provided, however, that transportation impact fees that would otherwise be due upon building permit issuance in connection with each Phase of the Project shall be due instead upon the issuance of the Certificate of Occupancy for such Phase. For subsequent Phases, if the Developer provides a traffic analysis prepared by a professional transportation analyst mutually approved by the City and Developer demonstrating that there are fewer actual PM Peak Hour Trips than were used as the basis for the calculation of Transportation Impact Fees for the prior Phase, then the Developer shall receive a credit of those net PM Peak Trips against future Transportation Impact Fees for the Project. The Property has 46 vested PM Peak Hour Trips associated with the Property based on prior use, which will be used to calculate the net New PM Peak Hour Trips for Phase 1 of the Project.

Section 12. Phasing of Development.

A. Generally. The Project may be completed in up to four (4) Phases within the discretion of Developer (plus a possible additional sub-phase for the full build out of the parking garage), which are depicted generally on the Copper River Phasing Plan attached hereto as Exhibit I. Phasing is subject to compliance with the requirements of SEPA regarding phased environmental review. At the completion of each Phase, Developer must provide adequate access, parking, and utility facilities for all completed Phases. Substantial revisions to Phase boundaries or to the locations or numbers of buildings within any Phase require the approval of the Director. The Developer may construct or install greater infrastructure improvements than are required for any Phase in its discretion, as where greater infrastructure improvements may give the Developer an economy of scale.

B. Allocation of Conditions and Mitigation Measures among Phases. With respect to Project conditions, mitigation measures, and other requirements applicable to each Phase, the City and the Developer shall discuss and use reasonable efforts to negotiate the conditions, mitigation measures, and other applicable requirements applicable to each Phase, subject, however, to the authority of the City to exercise its legal authority to allocate such conditions, mitigation measures, and other requirements among the Phases, subject to this Development Agreement. The parties acknowledge that, because the Development will be phased, certain amenities associated with the Project must be available to all Phases of the Project, in order to address health, safety and welfare of the occupants of the Project.

C. Transportation Improvements. Transportation improvements required as a condition of City approval of any Project permit shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

D. Potable Water and Fire Flow Facilities. On-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required, provided, however, that on-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

E. Sewer Facilities. On-site sewer facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

F. Storm Water Improvements. Storm water improvements required as a condition of City approval of any Project permit shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

G. Utilities. Utility facilities, other than sewer, storm sewer and water facilities, required as a condition of approval of any Project permit, shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

H. Public Benefit. In compliance with SMC 15.115.030.C.11, the City has determined that all departures to the standards of the Code, as set forth in this Agreement, are in the judgment of the City, offset by providing benefits to the City, including without limitation those set forth in subparagraph 12.I to this Agreement, of equal or greater value relative to the departures requested.

I. Additional Public Benefit. Developer shall provide the City with the following additional public benefits:

i. Signalized Pedestrian Crossing of International Boulevard. Developer shall construct, at Developer's sole expense, and dedicate to the City, a signalized pedestrian crossing across International Boulevard in the location generally depicted in Exhibit L. This shall be completed no later than issuance of a Certificate of Occupancy for the Phase 1 building. The City shall operate and maintain such crossing at its sole expense.

ii. Artistic design of Signalized Pedestrian Crossing. Before and after such construction and dedication of the Signalized Pedestrian Crossing, Alaska may request that the City decorate such crossing with aviation, travel or similar themes in ways that are consistent with the city, state or federal laws and regulations applicable to such crossing, and such request shall be fully considered by the City. Developer shall pay all actual, reasonable costs incurred in so decorating such crossing at Developer's request. These costs include, without limitation, incremental additional maintenance costs, if any, directly resulting from such requested decoration.

iii. Permission for Limited Use of Parking Facilities. Developer shall grant the City permission to make nonexclusive use of the parking lots located at 19300 International Blvd. (CHQ) and 19521 International Blvd. (Horizon) (“Overflow Lots”) for overflow parking during special City events to be held at Angle Lake Park. Such permitted use shall be for up to ten (10) weekend or holiday days and/or weekday evenings (after 6:00 pm) each year during the Buildout Period, or until Developer no longer owns, uses, or controls either Overflow Lot, or until Developer has changed its use of either Overflow Lot from “parking lot” to some other use, whichever occurs first. Should either Overflow Lot no longer be available for City use, Developer will allow the City to utilize other parking areas owned, used, or controlled by the Developer and not utilized by Developer for 24 hour per day/ 7 days per week use (the “Substitute Lots”) consistent with this Subsection; provided that Developer has the legal right to allow the City to use such Substitute Lot. If either Overflow Lot becomes unavailable for City use hereunder, Developer shall notify City thereof and indicate which Substitute Lot or Lots are available, giving priority in good faith to Substitute Lots that are closest to Angle Lake Park. Any use by the City under this Subsection shall occur during specified daylight-only periods (except for the Fourth of July, if requested, which use may occur for up to two hours after sunset) as requested by the City. Any requests by the City to utilize the Overflow Lots (or Substitute Lots) shall be submitted no later than ninety (90) days prior to the event (unless a shorter time is acceptable to the Developer), and no usage by the City shall occur unless approved by Developer.

iv. Public Art Wrapped Traffic Signal Boxes. Developer shall install, at Developer’s sole expense, and dedicate to the City, two-dimensional artwork (the “Artwork”) on each of the seven (7) existing traffic signal boxes along International Boulevard and S. 192nd St. and adjacent to the Project as shown in Exhibit M (the “Copper River Boxes”). Such artwork may be of any medium, which will be digitally transferred to a special vinyl overlay that will be professionally wrapped around the traffic signal boxes. Developer may select the Artwork in its discretion subject to the City’s approval (which shall not be unreasonably denied) and all applicable laws and regulations, including the Sign Code. This shall be completed no later than issuance of a Certificate of Occupancy for the Phase 1 building. City shall maintain or replace such artwork at its sole expense. Developer shall make the Artwork available to the City for the purpose of reproducing and replacing it on the Copper River Boxes (but not for any other purpose), if Developer has sufficient legal rights to do so without incurring additional expense) If the City wishes to replace the Artwork during the term of the Development Agreement, with different works of art, then such replacement artwork shall be mutually agreed upon by the City and the Developer.

v. Phase 1 Improvements to the Perimeter of the Project. As part of the construction of Phase 1 of the Project, and prior to the issuance of a Certificate of Occupancy for the Phase 1 building, Developer shall provide the following perimeter improvements and landscaping in locations depicted on Exhibit N as described below. These improvements are either being installed earlier than the Code requires, or in excess of Code requirements:

1. Along S. 192nd St., adjacent to the existing surface parking lot, fill the existing “ditch” and install and maintain Type III landscape plantings (trees excluded). In addition, install the following civil improvements:
 - a. New extruded curb the entire length of the surface parking;
 - b. Two (2) new Type 1 catch basins;
 - c. 12-inch storm pipe; and
 - d. Adjust existing catch basins to grade.
2. At the corner of International Boulevard and S. 192nd St., in the polygon area south and west of the right of way shown on Exhibit O, install and maintain 300 square feet of Type III landscaping (trees excluded) as generally depicted in Exhibit O. Developer shall maintain such landscaping during the Buildout Period until construction of a subsequent Phase requires an alternate use of such area of the Project Property, or until Developer no longer owns, uses or controls such area, whichever occurs first.
3. On the Property adjacent to International Boulevard South, install Type III frontage landscaping on the Property except as follows:
 - a. Trees that are installed at approximately 25 feet on center may be held +/- 12 feet inboard of property line in order to avoid conflicts with an existing Midway Sewer District easement that generally runs parallel with International Boulevard South
4. Within the International Boulevard South right-of-way adjacent to the Property, retain existing street trees (except for trees conflicting with the proposed driveways and the two southernmost trees as generally depicted on Exhibit P) and install sidewalk “bump-outs” with transition to existing sidewalk, in order to provide a six-foot (6’) clear sidewalk width around each existing street tree. To the extent that the “bump outs” requires land outside the current right-of-way, Developer shall provide a public pedestrian sidewalk access easement to the City. In the location of the two southernmost trees, on-site improvements will provide a six-foot (6’) clear sidewalk.
5. Contribute Fifty Thousand Dollars (\$50,000) to the City for the City to use to make water quality retrofit improvements in the South 192nd Street right-of-way. Such payment shall be made at the time of Developer’s execution of this Agreement.

Section 13. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not fewer than thirty (30) days’ notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty

(30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the Code and to obtain penalties and costs as provided in the Code for violations of this Agreement and the Code.

Section 14. Termination. This Agreement shall terminate upon (A) the expiration of the term identified in Section 6.A and (B) all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney.

Section 15. Effect of Termination on the Developer Obligations. Termination of this Agreement shall not affect any of the Developer's obligations to comply with the requirements of any applicable zoning code or zoning map or other applicable land use entitlement or regulation, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 16. Effects of Termination on City. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination.

Section 17. Assignment and Assumption.

A. The Developer shall have the right to assign all or any portion of its rights, liabilities, and obligations under this Agreement, subject to the conditions of Section 17.B.

B. The Developer shall be released of all liabilities and obligations under this Agreement as to any portion of the Property upon its assignment of all such liabilities and obligations to any successor developer and owner of such portion of the Property if the following conditions are met: (i) the Developer provides ten (10) business days advance written notice of the assignment to the City; and (ii) the assignee assumes in writing all liabilities and obligations of the Developer under this Agreement as to such portion of the Property. If the conditions for release are met under this subsection, then from and after the date of such assignment, the Developer shall have no further liability or obligation under this Agreement as to the portion of the Property to which the assignment relates (except to the extent the Developer has an equitable interest in assignee) and the assignee shall exercise the rights and perform the obligations of the Developer under this Agreement as to such portion.

C. This Agreement is made and entered into for the sole benefit and protection of the Developer, the City, and their respective successors and assigns, and no other person shall have any right of action based upon any provision of this Agreement, except as expressly provided otherwise in this Agreement. There are no third party beneficiaries of this Agreement.

Section 18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

Section 19. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by the mutual consent of the City and the Developer, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 20. Notices. Notices, demands, correspondence to the City and the Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

<p>If to the Developer:</p> <p>AAG Real Property LLC Attn: VP Finance & Treasurer 19300 International Boulevard SeaTac, WA 98188</p>	<p>If to the City:</p> <p>City of SeaTac Attn: City Manager 4800 S. 188th St. SeaTac, WA 98188</p>
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The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in King County Superior Court, Maleng Regional Justice Center or the U.S. District Court for Western Washington.

Section 22. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this

Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to the Developer. In such event, the Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

Section 24. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington that became effective after the Vesting Date, such invalidity shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

AAG REAL PROPERTY LLC:

CITY OF SEATAC

By : _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

SeaTac Legal Department

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My appointment expires: _____

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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **CITY MANAGER** for the **CITY OF SEATAC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

List of Environmental Documents

1. SEPA Environmental Checklist dated January 18, 2018
2. Draft Geotechnical Engineering Report (Aspect Consulting, 2018); Phase I Environmental Site
3. Assessment (Aspect Consulting, 2018); Phase II Environmental Site Assessment (Aspect Consulting, 2018);
4. Tree Inventory (Berger Partnership, 2017); Shadow Graphics (NBBJ, 2018);
5. Transportation Impact Analysis (Transpo Group, 2018); and Greenhouse Gas Emissions Worksheet (EA, 2018).

EXHIBIT B-1



CITY OF SEATAC SEPA NOTICE



MITIGATED DETERMINATION OF NONSIGNIFICANCE FILE SEP18-0003

DESCRIPTION OF PROPOSAL: Copper River Development Project, a four-phase project consisting of four (4) office buildings totaling approx. 528,000 gsf, plus a 1,270 stall, 8 level parking garage. All existing structures and surface parking will be demolished to accommodate the project at full build-out. Site development will also require the removal of approx. 49,000 cy of soils and the importation of approx. 34,300 cy of fill. Overall project completion could take up to 10 years. The proponent will be requesting approval of a Development Agreement.

PROPONENT: Caroline Schuman, Seneca Group

LOCATION OF PROPOSAL: A seven (7) acre site on the south side of S. 192nd St. between International Blvd. and 28th Ave. S., extending approx. 560 ft. south.

LEAD AGENCY: City of SeaTac

The Responsible Official of the City of SeaTac hereby makes the following determination based upon impacts identified in the environmental checklist, supplemental materials, the Final Staff Evaluation, and conclusions of law based upon the City of SeaTac Comprehensive Plan, and other municipal policies, plans, rules and regulations designated as a basis for the exercise of substantive authority of the Washington State Environmental Policy Act Rules pursuant to R.C.W. 43.21C.060.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, and an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. *The City reserves the right to review any new information, future revisions or alterations to the site or the proposal (WAC 197-11-340) in order to determine the environmental significance or non-significance of the project at that point of time.* Detailed information and copies of the determination are available to the public on request.

COMMENT PERIOD

This MDNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for **14 days** from the date of issuance. Comments must be submitted by **5:00 P.M. on MARCH 27, 2018.**

APPEAL PERIOD

Any person wishing to appeal this determination may file such an appeal within **ten (10) days** from the end of the comment period of this MDNS. All appeals of the above determination must be filed by **5:00 P.M. APRIL 6, 2018.** **THERE IS A FEE TO APPEAL THIS DETERMINATION; SEE THE CITY'S FEE SCHEDULE.**

CITY OF SEATAC

SEPA NOTICE

RESPONSIBLE OFFICIAL: Steve Pilcher, Planning Manager
Department of Community and Economic Development
4800 S. 188th Street
SeaTac, Washington 98188
[206] 973-4750

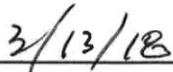
MITIGATION MEASURES:

The applicant shall submit a Transportation Management Plan for the Copper River Development Project, substantially in compliance with SeaTac Municipal Code 11.30. City approval of this Plan shall occur prior to issuance of a Certificate of Occupancy for the Phase 1 office building. The Plan should include such elements as:

- Providing employees with a voucher to apply to various public transit modes;
- Providing secure bicycle racks/lockers and employee locker rooms/showers;
- Providing a Guaranteed Ride Home for employees who do not drive to work in a single occupancy vehicle;
- Providing compressed work week options;
- Offering telecommuting options;
- Providing a shuttle van service to connect the site to light rail stations;
- Providing transportation options for required trips to and from remote corporate work sites through transportation network companies, corporate shuttle or corporate pool cars;
- Other options consistent with SMC 11.30.050.



Steve Pilcher, AICP, Planning Manager

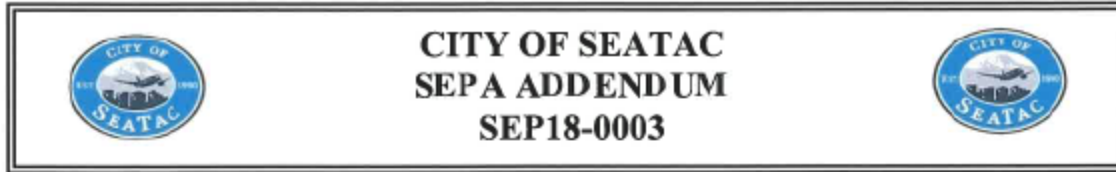


Date

DATE ISSUED/PUBLISHED IN THE SEATTLE TIMES:

MARCH 13, 2018

EXHIBIT B-2



FILE NUMBER & NAME: SEP18-0003
Copper River Development Project

DESCRIPTION OF PROPOSAL: Development Agreement for the Copper River Development Project, a four-phase project consisting of four (4) office buildings totaling approx. 528,000 gsf, plus a 1,270 stall, 8 level parking garage. All existing structures and surface parking will be demolished to accommodate the project at full build-out. Site development will also require the removal of approx. 49,000 cy of soils and the importation of approx. 34,300 cy of fill. The developer has proposed a 20-year term for the development agreement.

PROPONENT: Caroline Schuman, Seneca Group

LOCATION OF PROPOSAL: A seven (7) acre site on the south side of S. 192nd St. between International Blvd. and 28th Ave. S., extending approx. 560 ft. south.

PRIOR THRESHOLD DETERMINATION: This SEPA Addendum is to a prior MDNS issued on March 13, 2018. That determination was based upon a 10-year traffic analysis and build out period for the overall project. The proponent subsequently requested a 20-year development agreement. Per the terms of the proposed agreement, for any phase for which a complete application has not been submitted within the initial 10 years of the 20 year term, additional traffic analysis will occur. The City will reserve the right to require additional environmental review pursuant to WAC 197-11-600 if identified traffic mitigations are not provided.

APPLICATIONS/PERMITS REQUESTED: Development Agreement

COMMENT & APPEAL PERIODS: None.

RESPONSIBLE OFFICIAL: Steve Pilcher, Planning Manager
Department of Community and Economic Development
4800 S. 188th Street
SeaTac, Washington 98188
[206] 973-4750

4/14/18
Date



Steve Pilcher, Planning Manager

EXHIBIT C

Map of Current Comprehensive Plan Designations

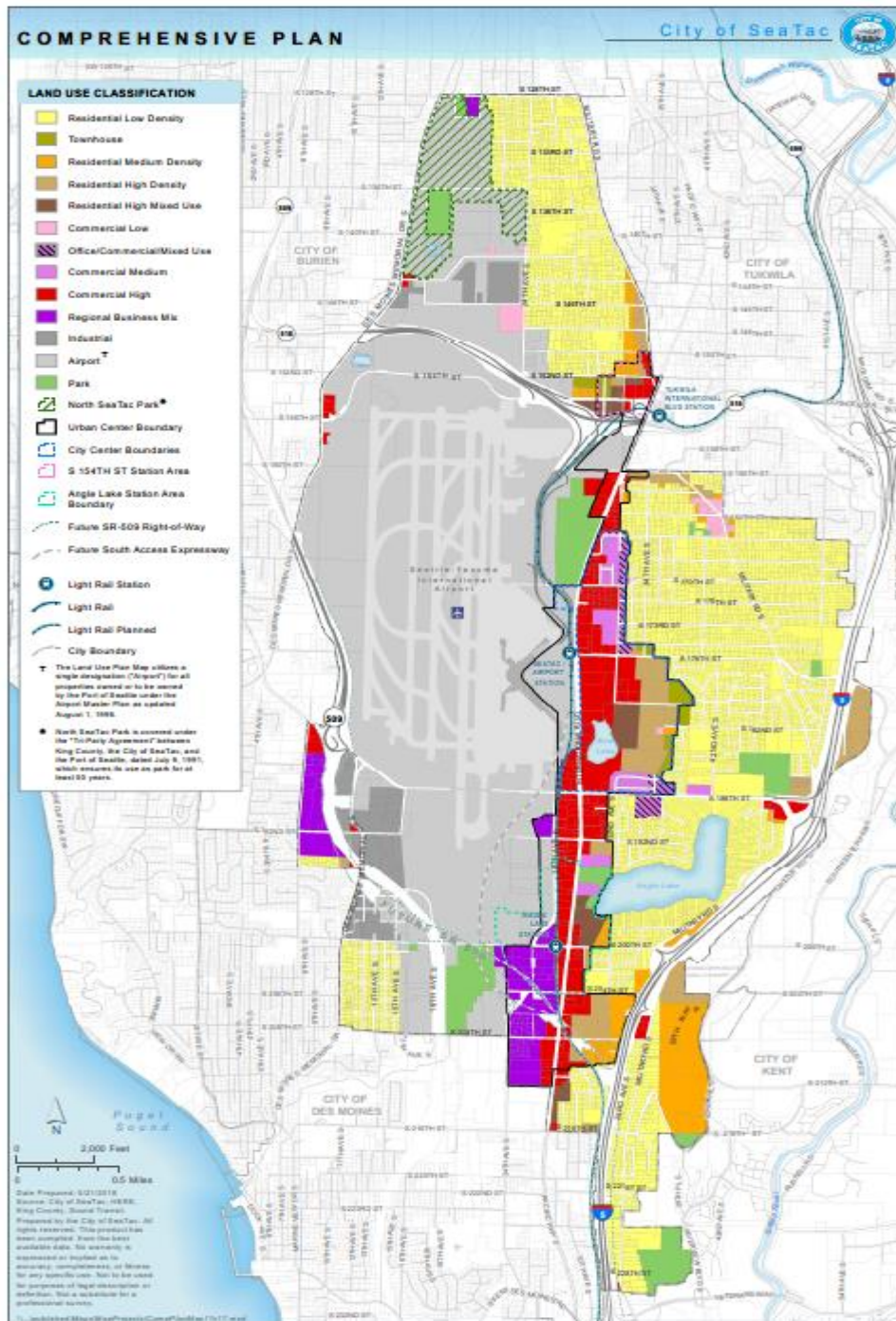


EXHIBIT D

Map of Current Zoning Designations

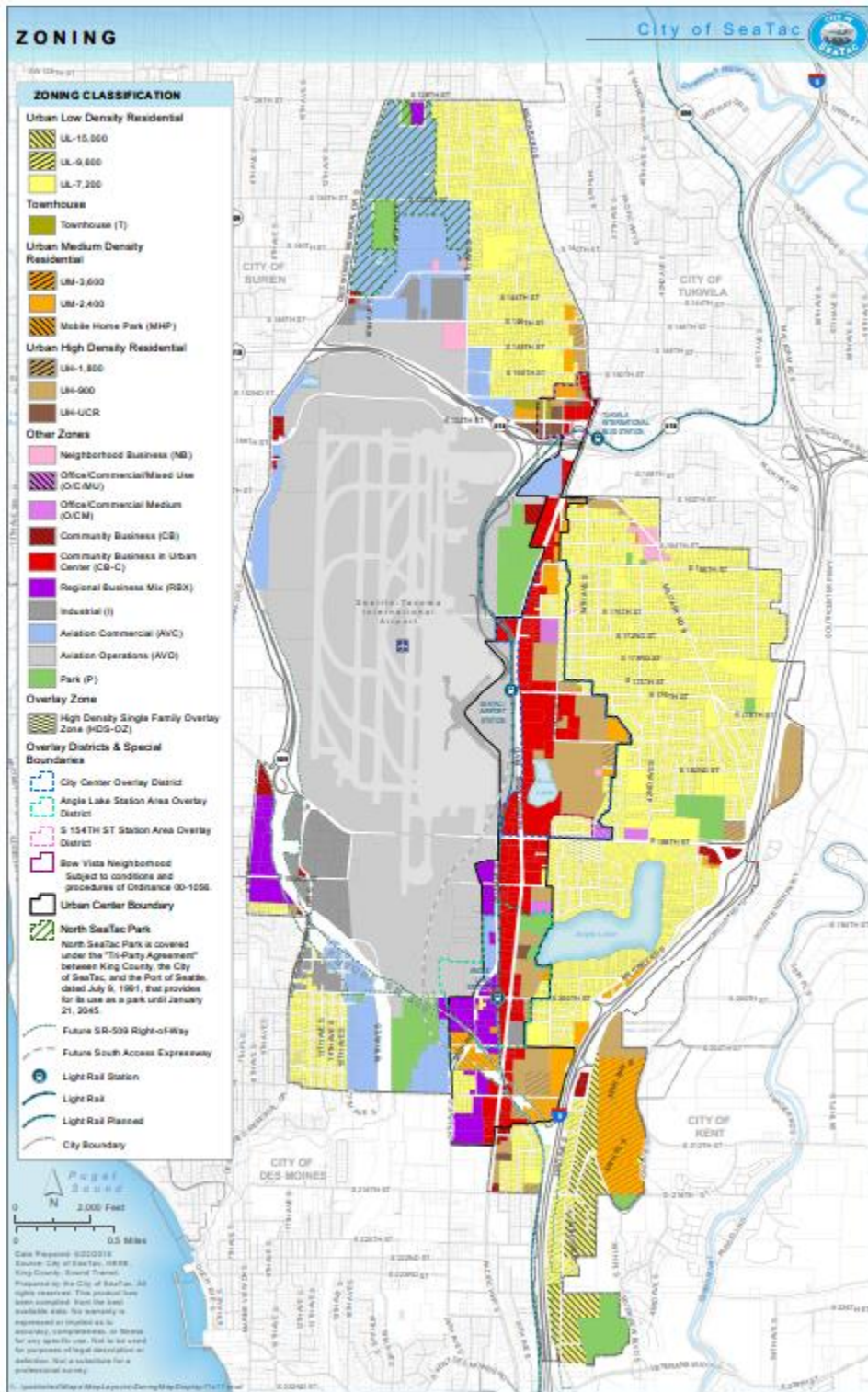


EXHIBIT E

Project Description

The proposed Copper River Development Project includes demolition of all existing structures and surface parking onsite, and construction at full Buildout of approximately 528,000 gsf of office space in four buildings and 1,270 parking spaces. Parking would be provided in an onsite parking garage, as well as podium parking within the proposed office buildings in Phases 2 and 4. Development of the proposed project would occur in four Phases, as illustrated in Exhibit I.

The proposed project will also require an administrative lot line adjustment in order to consolidate building lots for all of the proposed buildings. The proposed project will involve securing a signalized at-grade pedestrian crossing on International Blvd. adjacent to the Phase 1 office building, as well as landscaping revisions to the existing parking lot on the east side of International Boulevard. These revisions consist of a new pedestrian pathway to enhance the connection between the existing CHQ building and the new project area across the street to the west. The proposed improvements include the removal of existing parking stalls to be replaced with new landscaping, pedestrian concrete paving, and seating features. Additionally, portions of planting and paving adjacent to the existing CHQ building would be removed and replaced with new planting and paving.

Buildings and Uses

Phase 1 of the proposed project would involve construction of a 6-level office building containing approximately 143,000 gross square feet (GSF) of office uses and the first 3.5 levels of the proposed parking garage, as well as surface parking for approximately 130 vehicles and landscaping that would be provided on the remainder of the project site., together with podium parking, a 8.5-level parking garage with space for approximately 850 cars, and landscaping provided on the remainder of the project site.

Phases 2, 3, and 4 of the proposed project would each include construction of one 6-level office building containing approximately 132,000 GSF of office uses; buildings in Phases 2 and 4 of the project would also include construction of podium parking. The remaining levels of the 8.5-level parking structure would also be completed in Phases 2 – 4.

Total development proposed for Phases 1-4 is approximately 528,000 gsf of office space and would include roughly 1,270 parking spaces.

Parking and Loading

Parking for an estimated 850 vehicles would be provided in an 8.5-level parking garage; additional parking for a total of roughly 420 vehicles would be provided in each of the proposed office buildings in Phases 2 and 4 of the proposed project. Vehicle access to

the project at full Buildout would be consolidated to six driveways- two drive-ways along 28th Avenue S., one access on S. 192nd Street, and three access ways along International Boulevard. Access to the project site for Phase 1 would consist of four driveways, two of which would be located along 28th Avenue S and two along International Boulevard.

The Project shall comprise some or all of the following land uses, which shall be permitted outright within the Property during the term of this Agreement (uses are as defined by the Code):

1. Commercial/Industrial Accessory Uses
2. Conference/Convention Center
3. Professional Office
4. Electric Vehicle Infrastructure
5. Public/Private Parking
6. Day Care II
7. Sports Club
8. Recreation Center
9. Apparel/Accessory Store
10. Coffee Shop/Retail Food Shop
11. Espresso Stand
12. Restaurant
13. Restaurant, Fast Food
14. Communications Facilities
15. Wireless Communications Facilities
16. Utilities
17. Food trucks

Other land uses shall be permitted to the extent permitted by the Applicable Land Use Regulations.

EXHIBIT F

Legal Description of the Property

LOT A:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01°07'49" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 87°42'38" EAST, A DISTANCE OF 52.09 FEET TO A POINT ON THE EASTERLY MARGIN OF SAID 28TH AVENUE SOUTH AS CREATED BY DOCUMENT RECORDED UNDER RECORDING NO. 20011001001363 AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 87°42'38" EAST, A DISTANCE OF 307.48 FEET;
THENCE NORTH 02°17'32" EAST, A DISTANCE OF 157.95 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SOUTH 192ND STREET;
THENCE NORTH 87°42'38" WEST, ALONG SAID MARGIN, A DISTANCE OF 279.90 FEET;
THENCE SOUTH 55°19'18" WEST, A DISTANCE OF 44.17 FEET TO A POINT ON THE EASTERLY MARGIN OF 28TH AVENUE SOUTH;
THENCE SOUTH 01°07'49" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.82 FEET TO THE POINT OF BEGINNING.

NEW LOT B:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01°07'49" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 87°42'38" EAST, A DISTANCE OF 359.57 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 02°17'22" EAST, A DISTANCE OF 157.95 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SOUTH 192ND STREET;
THENCE SOUTH 87°42'38" EAST, ALONG SAID MARGIN, A DISTANCE OF 237.34 FEET;
THENCE SOUTH 26°23'15" EAST, A DISTANCE OF 57.95 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD, BEING A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 86°11'16" WEST AND A RADIUS OF 5,680.00 FEET, THROUGH A CENTRAL ANGLE OF 00°16'33";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 27.35 FEET;
THENCE NORTH 85°54'43" WEST, A DISTANCE OF 2.12 FEET TO A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 85°54'43" WEST AND A RADIUS OF 5,677.88 FEET, THROUGH A CENTRAL ANGLE OF 00°09'05";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 15.00 FEET;

THENCE SOUTH 8554'43" EAST, A DISTANCE OF 2.12 FEET TO A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 8554'43" WEST AND A RADIUS OF 5,680.00 FEET, THROUGH A CENTRAL ANGLE OF 0019'14";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 64.83 FEET;
THENCE NORTH 8T42'38" WEST, A DISTANCE OF 261.29 TO THE POINT OF BEGINNING.

NEW LOT C:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01'07'49" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 8T42'38" EAST, A DISTANCE OF 52.09 FEET TO A POINT ON THE EASTERLY MARGIN OF SAID 28TH AVENUE SOUTH AS CREATED BY DOCUMENT RECORDED UNDER RECORDING NO. 20011001001363 AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 8742'38" EAST, A DISTANCE OF 213.36 FEET;
THENCE SOUTH 0217'22" WEST, A DISTANCE OF 334.47 FEET;
THENCE NORTH 87'44'12" WEST, A DISTANCE OF 192.37 FEET TO A POINT ON THE EASTERLY MARGIN OF 28TH AVENUE SOUTH;
THENCE NORTH 01'07'49" WEST, ALONG SAID MARGIN, A DISTANCE OF 102.04 FEET;
THENCE SOUTH 8852'11" WEST, A DISTANCE OF 1.00 FOOT;
THENCE NORTH 01'07'49" WEST, A DISTANCE OF 233.17 FEET TO THE POINT OF BEGINNING;

NEW LOT D:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 01'07'34" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 87'42'38" EAST, A DISTANCE OF 265.45 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 8742'38" EAST, A DISTANCE OF 355.41 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD, BEING A POINT OF CURVATURE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 85'06'24" WEST AND A RADIUS OF 5,680.00 FEET, THROUGH A CENTRAL ANGLE OF 01'07'26";
THENCE ALONG SAID CURVE AN ARC DISTANCE OF 111.40 FEET;
THENCE SOUTH 06'05'05" WEST, A DISTANCE OF 144.12 FEET;
THENCE NORTH 6T39'12" WEST, A DISTANCE OF 361.65 FEET;
THENCE NORTH 0217'22" EAST, A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING.

NEW LOT E:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 1 AND THE CENTERLINE OF 28TH AVENUE SOUTH (COUNTY ROAD NO. 366);
THENCE SOUTH 0107'493' EAST, ALONG SAID CENTERLINE, A DISTANCE OF 188.28 FEET;
THENCE SOUTH 8T42'38" EAST, A DISTANCE OF 265.45 FEET;
THENCE SOUTH 0217'22' WEST, A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 6719'1233 EAST, A DISTANCE OF 361.65 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD;
THENCE SOUTH 06'05305" WEST, ALONG SAID MARGIN, A DISTANCE OF 153.54 FEET;
THENCE NORTH 8T42'38" WEST, A DISTANCE OF 278.24 FEET;
THENCE NORTH 0217'22" EAST, A DISTANCE OF 73.79 FEET;
THENCE NORTH 8T4412" WEST, A DISTANCE OF 51.32 FEET;
THENCE NORTH 0217'22" EAST, A DISTANCE OF 203.46 FEET TO THE POINT OF BEGINNING

CHQ PARCEL:

POR S 1/2 OF N 1/2 GL 1 IN NE 1/4 STR 04-22-04 LY ELY OF SR 99 (PACIFIC HWY S) LESS S 75 FT OF E 409.6 FT OF E 1/2 SD S 1/2 OF N 1/2 GL 1 -- TCO 17-1527 & 17-1725

EXHIBIT G

Property Map

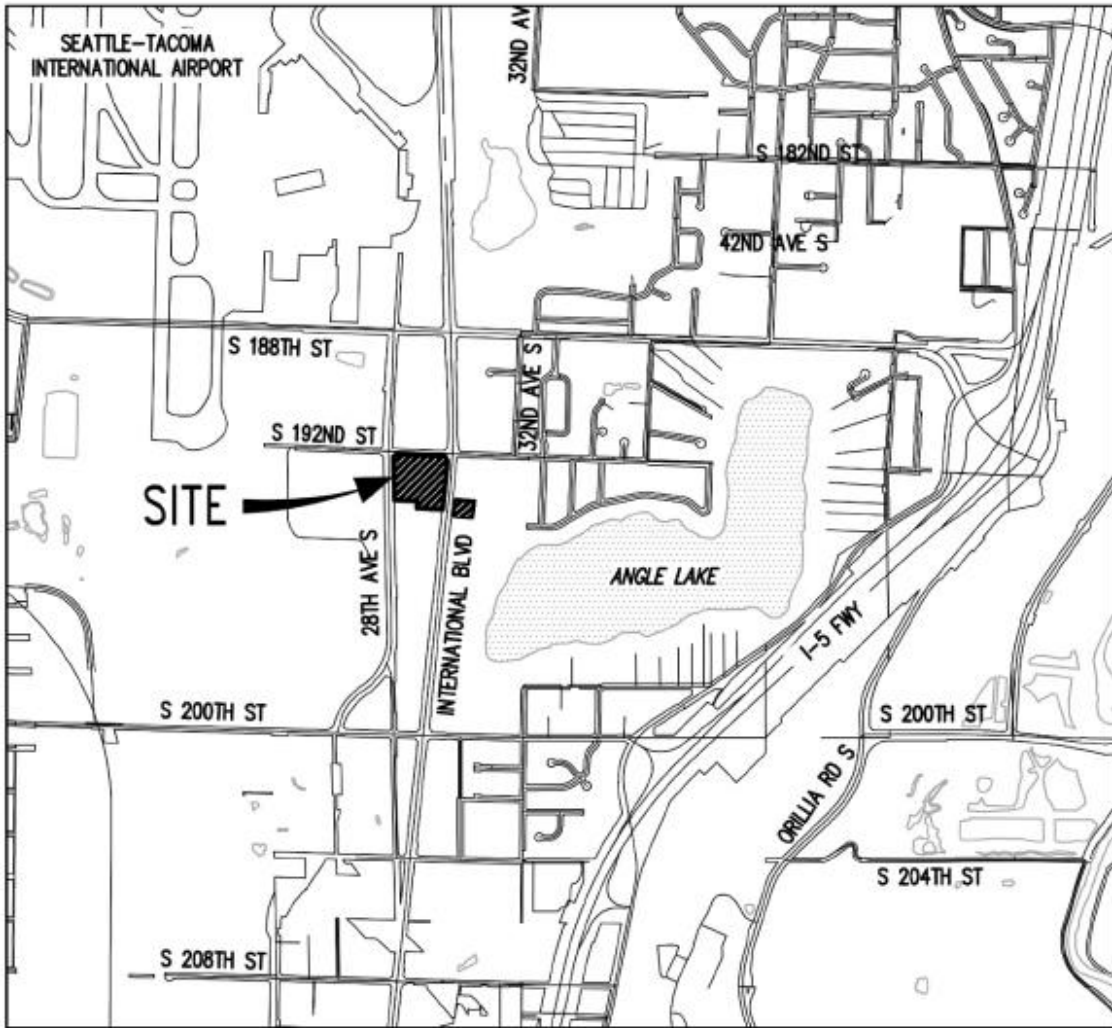


EXHIBIT H

List of Modified City Development Standards

Item No.	Description	SMC Section	Agreement Section
1	Increased vesting periods for Project approvals.	Various	7
2	Permitted uses.	15.205.040	8.A
3	Building Placement, Main Pedestrian Entry Placement, and Maximum Front Yard Setback as per the "Site Plan".	15.515.200.A 15.515.200.B	8.C
4	Parking Garage Ground Floor Retail may be located in Phase 1 building instead of the Parking Garage and thereafter in the buildings of subsequent Phases. The area of retail provided shall be at least the same in the Phase 1 building (or in subsequent buildings) as would be required in the parking garage ground floor. Developer shall provide direct pedestrian access to the retail area in the Phase 1 building with an entry way off of International Boulevard. If Developer relocates all or a portion of the retail area to other buildings, then Developer shall provide direct pedestrian access to the retail area in the building(s) with an entry way off of the right of way frontage.	15.455.620	8.D
5	Parking Garage Screening -- restrictions/requirements apply only to west façade; garage screen designs and coloration may be used to evoke association with Alaska Airlines.	15.455.610.E.2 15.455.610.G.2	8.E
6	Applicable Building Code for Parking Garage if Built in Phases—Developer shall design and build both Phases of the Parking Garage to the 2018 IBC as adopted by the International Code Council as of the date of the DA; provided that the 2021 IBC (or a subsequent version of the IBC) has not yet been adopted by the City. If the City does adopt the 2021 IBC (or a	13.110.020	8.F

	subsequent version of the IBC), then, thereafter, any Phase of the Parking Garage for which Developer submits a complete application shall be designed and built to that subsequently adopted IBC.		
7	Phasing of Off-Site Improvements (other than sidewalks) to allow their construction concurrently with the construction of one of the adjacent phased buildings.	13.200.010.A.3	8.G
8	Storm Water Improvement Phasing-- Developer may elect to construct detention and infiltration improvements in Phase 1, sized for the anticipated full Project Buildout. Future project Phases may connect to and benefit from the capacity constructed in Phase 1.	Ch. 12.10	8.H
9	Character and massing of the parking garage façade (vertical articulation) need not conform.	15.455.610.F.i	8.I
10	Top Floor Wall Design of Parking Garage need not conform to one (1) or more of the options set forth in the Code.	15.455.610.D	8.J
11	Allow non-conforming use of former hotel parking areas for the office buildings developed in prior Phases.	15.120	8.K
12	Minimum parking requirements shall allow for an approximately 30% reduction from minimum number of parking stalls required for each Project Phase.	15.455.120	8.L
13	Location of parking -- Parking Standards set forth in SMC 15.515.100.D.1 shall not apply.	15.515.100.D.1	8.M
14	Landscaping -- minimum of 5 feet of Type V vegetation along the building facades, provided that portions of the building facades may have pedestrian oriented hardscapes or paved areas in lieu of Type V vegetation if the total landscaped area of the Project after application of this departure exceeds the minimum landscaped area otherwise required. Developer will use reasonable efforts to place a	15.445.210	8.N

	sufficient portion of such landscaping around the site perimeter in order to provide treatment of the edges.		
15	<p>Transportation Impact Fees – Fees that would otherwise be due upon building permit issuance in connection with each Phase of the Project shall be due instead upon the issuance of the Certificate of Occupancy for such Phase. For subsequent Phases, if there has been a reduction in the actual number of New PM Peak Hour Trips from the estimated number of New PM Peak Hour Trips on which the Transportation Impact Fees for the prior Phase were calculated, then Developer shall receive a credit against future Transportation Impact Fees in the amount of such Fees that Developer paid with respect to the number of Trips by which the estimated Trips exceeds the actual Trips for the prior Phase.</p>	11.15.040	8.N

EXHIBIT I

Map of Copper River Phasing Plan

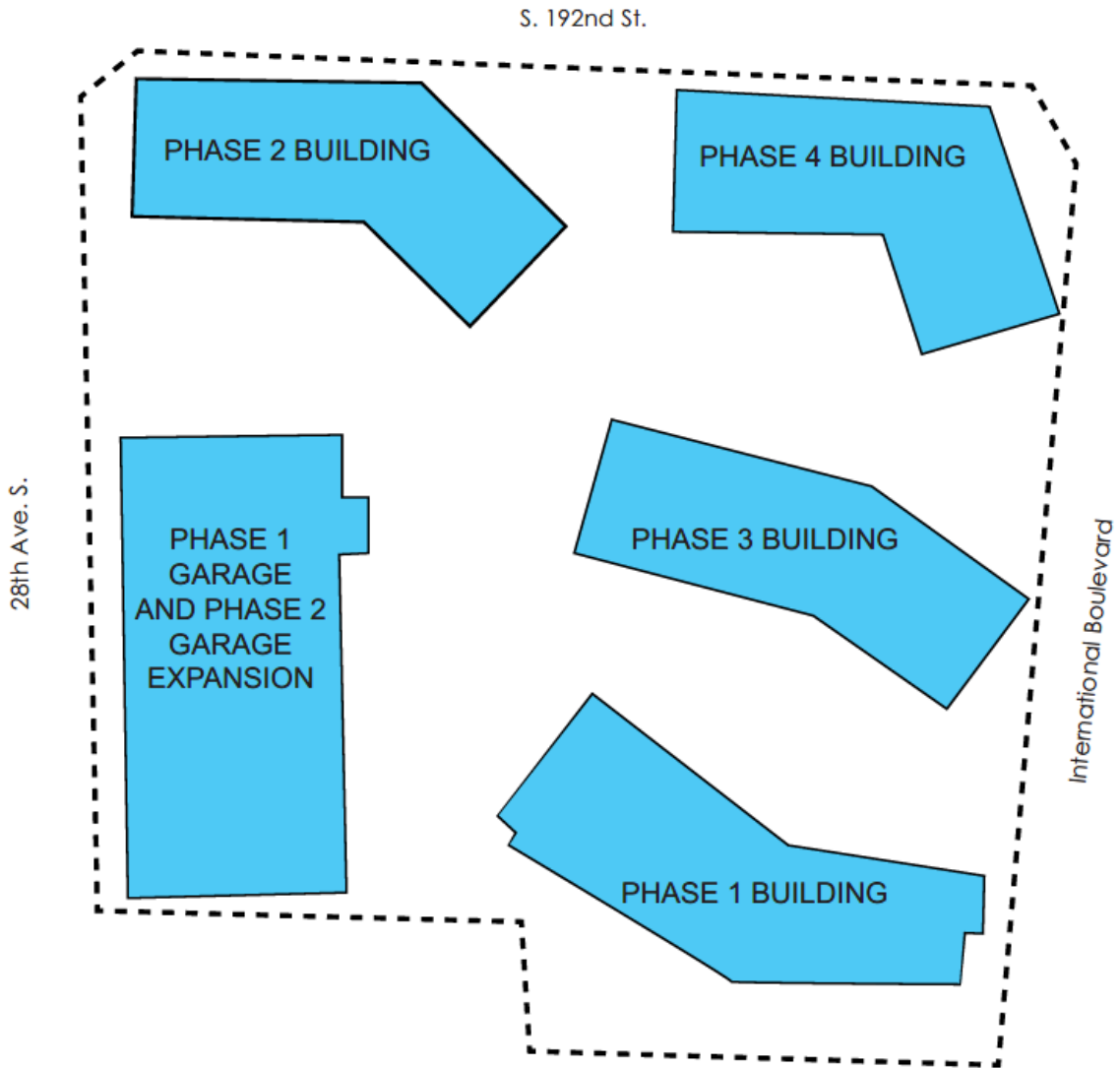


EXHIBIT J

Right Of Way Improvements



EXHIBIT K

Surface Area Parking



EXHIBIT L
Location of Pedestrian Crossing



PEDESTRIAN CROSSING
APPROXIMATE LOCATION

EXHIBIT M

Traffic Signal Boxes

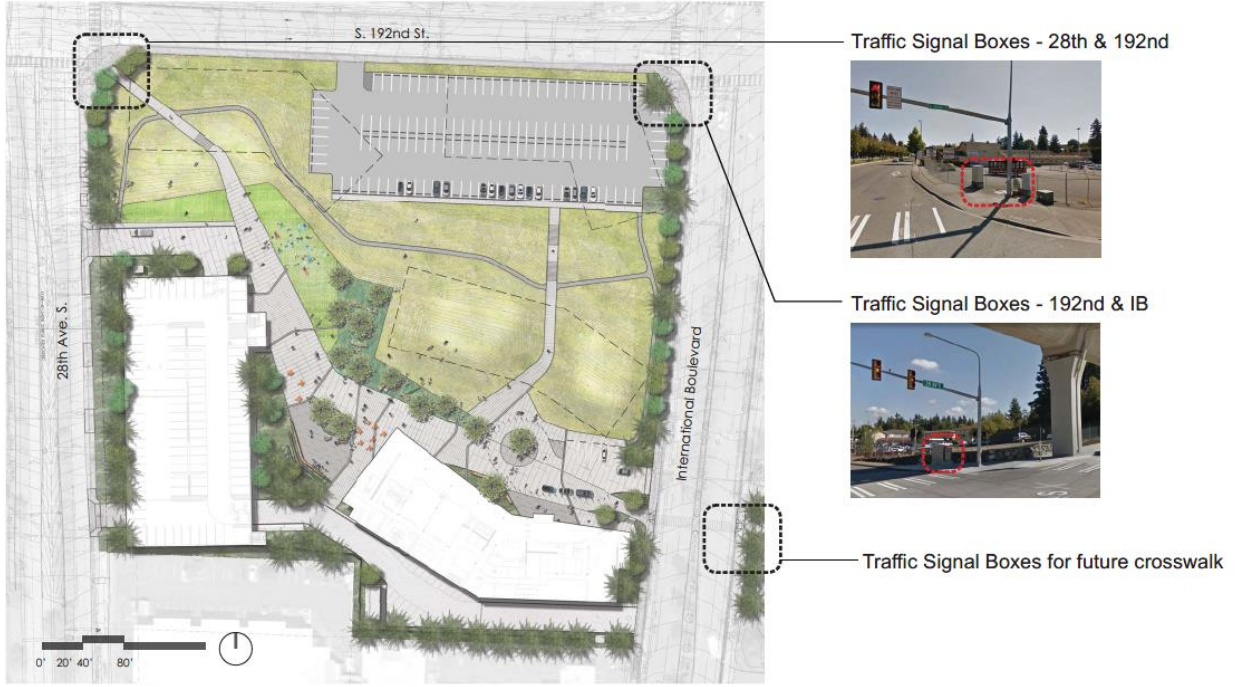


EXHIBIT N

Perimeter Landscaping

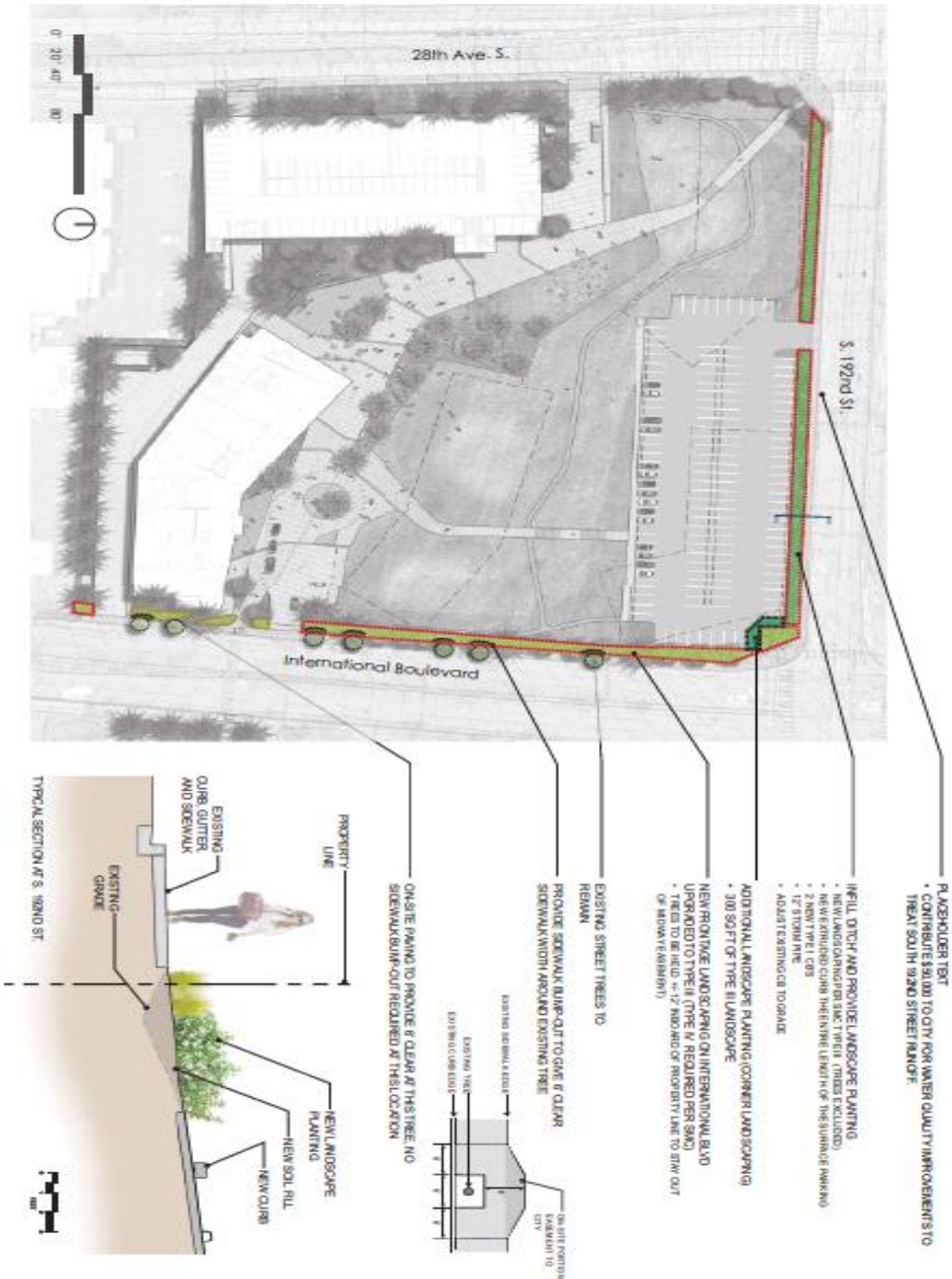


EXHIBIT O

International Blvd. /S. 192nd St. Corner Landscaping



Corner Landscaping

EXHIBIT P

Southernmost Street Trees



Southernmost Street Trees

EXHIBIT P
(continued)

Southernmost Street Trees



RESOLUTION NO. 18-013

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Six-Year Transportation Improvement Program for the years 2019-2024.

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

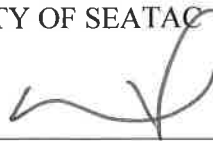
WHEREAS, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

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 2019-2024, 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 10th day of July, 2018 and signed in authentication thereof this 10th day of July, 2018.

CITY OF SEATAC

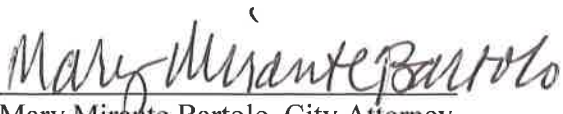


Michael J. Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Six-Year TIP 2019-2024]



2019 - 2024 Transportation Improvement Program

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

Project No.
and

Priority	Project Title and Description	2019	2020	2021	2022	2023	2024	Comp Plan TE	Council/PSRC
ST-N#	Sidewalk Program	TBD		\$2,250,000	\$2,250,000	\$2,250,000	\$2,250,000	Goal 4.1, 4.3, 4.4 Policy 4.1A, 4.3A,	Council Goal 1
1	Annual projects to implement the Safe and Complete Streets Plan to construct pedestrian and bicycle facilities on non-arterial streets. Projects shown in Table 4-5 in the TMP.	See TIP projects ST-015 & ST-N80	See TIP projects ST-015 & ST-N81	D = \$250,000 C = \$2,000,000	D = \$250,000 C = \$2,000,001	D = \$250,000 C = \$2,000,002	D = \$250,000 C = \$2,000,003		
ST-886	Annual Street Overlays & Preservation Program	Citywide	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	Goal 4.1, Policy 4.1A, 4.2S	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	Commute Trip Reduction Program Annual Element	Citywide						Goal 4.1, Policy 4.1A, 4.1B	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)		
ST-834	Pedestrian Crossing Program	Citywide	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	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
4	Develop criteria and install infrastructure to facilitate safe 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	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.	C	C	C	C	C	C		
ST-162	International Blvd Safety Improvements	Throughout Corridor	\$150,000	\$350,000				Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2R, 4.4A, 4.4C, 4.4F	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						
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	\$1,800,000	\$1,980,000				Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 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.	C	C						
ST-N78	S 166 th Street Pedestrian Improvements	Sidewalk/Pedestrian	\$1,580,200					Goal 4.1, 4.3, 4.4 Policy 4.1A, 4.3A, 4.4A, 4.4B, 4.4C, 4.4D, 4.4E, 4.4F,	Council Goal 1 PSRC MPP-G-1, T-1, 14, 15, 16, 23, 24
8	South 166th Street Safe Routes to School Project includes new sidewalks on both sides of the road, curb and gutter, asphalt overlay, storm drainage, and pedestrian lighting. The project limits are between 34th Avenue South and Military Road South. This project will construct 0.39 centerline miles of new sidewalk and will provide a pedestrian connection to McMicken Elementary School.	C (Safe Routes to School Grant = \$967,200)							



2019 - 2024 Transportation Improvement Program

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

Project No.
and

Priority	Project Title and Description	2019	2020	2021	2022	2023	2024	Comp Plan TE	Council/PSRC
ST-065	Des Moines Memorial Dr & S 200th St Intersection	\$1,631,000	\$1,500,000					Goal 4.1, 4.2, Policy 4.1A, 4.2R	PSRC MPP-G-1, T-1, 9, 14, 26
9	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 Des Moines Memorial Dr S and the Des Moines Creek Trailhead.	D (\$131,000) C (\$1,500,000)	C = \$1,500,000						
ST-015	34th Ave S S 160th St to S 166th St	\$350,000	\$4,831,000					Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J,	Council Goal 1
10	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, shared bicycle facilities, and sidewalks. Install traffic calming measures. Underground utility lines.	D = \$300,000 R/W = \$50,000	C (\$1,932,000 SRTS Grant)						
ST-N80	South 200 th Street Pedestrian and Bicycle Shared Pathway Project Sidewalk/Pedestrian	\$350,000	\$1,618,000						
11	This project will design and construct approximately 3500 lineal feet of 10 ft wide shared pathway. Location: S 200th St between Des Moines Memorial Dr S and the Des Moines Creek Trailhead.	D = \$250,000 R/W = \$100,000	C (\$970,800 Ped/Bike Safety Grant)						
STUDY	S 200th St Corridor Study International Blvd to Military Rd S		\$125,000						
12	Study to determine best use of S 200th St corridor based on current and future demand.		S						
STUDY	Military Rd/S 164th St/42nd Ave S Intersection Study Intersection		\$125,000						
13	Study to determine best configuration for the intersection of Military Rd S/S 164th St/42nd Ave S based on current and future demand.		S						
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, 4.2J, 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
14	Widen existing roadway and construct sidewalks, bicycle lanes, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.				D = \$175,000 R/W = \$900,000 C = \$1,487,500	C			
ST/WSDOT	Federal Way Link Extension/SR509/International Blvd Crossing Crossing mid block between S 204th St and S 208th St		\$12,000,000	\$12,000,000					
15	This project is included with Sound Transit's FWLE project. In addition to building the light rail crossing, ST will also build WSDOT's SR509 bridge crossing under International Blvd.		C (Estimate; ST/WSDOT)	C (Estimate; ST/WSDOT)					
WSDOT	S 204th St/34th Ave S/S 208th St/S 206th St Connector Road				\$9,000,000	\$9,000,000			
16	This project is included with the extension of SR 509. Install sidewalks, street lighting, and utility infrastructure. This road provides circulation to the neighborhood after S 208th St is severed by SR509.				C (Estimate;WSDOT)	C (Estimate;WSDOT)			
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
17	Construct a new three lane roadway with sidewalks to provide an additional access point to the Aviation Business Center. Includes a roundabout at the intersection with 28th Ave S.				D	D = \$210,000 R/W = \$500,000	C		



2019 - 2024 Transportation Improvement Program

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

Project No.
and

Priority	Project Title and Description	2019	2020	2021	2022	2023	2024	Comp Plan TE	Council/PSRC
ST-157	32nd 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, 4.2J, 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
18	Reconstruct and widen roadway; install curb, gutter, storm drainage, bicycle lanes, and sidewalk improvements.					D = \$150,000 R/W = \$500,000	D = \$150,000 C = \$745,000		
ST-166	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
19	Install traffic signal at new 24th Ave S intersection. This project is in conjunction with the 28th/24th Ave S extension project and would be done in partnership with Des Moines.				(Des Moines \$375,000)				
ST-148	S 154th St Transit Station Area Improvements					\$150,000	\$300,000	Goal 4.1, 4.2, 4.3, 4.4, Policy 4.1A, 4.2J, 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
20	Construct new streets as envisioned in the S 154th Street Station Area Plan. Improve and create pedestrian connections. Includes closure of Military Rd between S 152nd St and S 154th St.					S	D		
Total Costs		\$7,211,200	\$11,629,000	\$6,212,500	\$16,147,500	\$14,210,000	\$7,395,000		

Goal

	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.
4.2h	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).
4.2j	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.
4.2p	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,
4.2r	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.



Project No.
and

2019 - 2024 Transportation Improvement Program

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

Priority	Project Title and Description	2019	2020	2021	2022	2023	2024	Comp Plan TE	Council/PSRC
	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.							
		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.							
	4.9	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. 18-014

A RESOLUTION of the City Council of the City of SeaTac, Washington, supporting the City's municipal leadership role for the deployment of autonomous vehicle technology on the City's public roadways.

WHEREAS, the Governor of the State of Washington issued Executive Order 17-02 on autonomous vehicle technology development, which serves to encourage the State's private sector and all levels of government to support safe deployment of automated vehicles for citizen benefit; and

WHEREAS, the State Legislature passed, and the Governor signed, Substitute House Bill 2970 establishing an Autonomous Vehicle Working Group to develop policy recommendation to address the operation of autonomous vehicles (AV's) on public roadways in the State; and

WHEREAS, technological advancement and business innovation has now resulted in the commercial availability of vehicles capable of moving on some public roads safely without constant, direct control by a human operator in the vehicle, and with full-time human monitoring via telecommunication to a fixed base site; and

WHEREAS, the deployment and operation of automated, electric or hybrid vehicles is likely to produce significant societal benefits such as improved safety, optimized movement of people and goods, improved mobility for non-drivers including youth, elderly and the disabled, enhancement of the local economy and reduced atmospheric emissions; and

WHEREAS, the City Council has funded and embraced the development of an Action Plan document with specific steps to advance automated vehicle deployment in the City of

SeaTac, and hereby offers the Plan to its citizens and all others for discussion and supportive activities; and

WHEREAS, the City of SeaTac has become uniquely positioned to take advantage of this technology because of discussion and work to date, while the Puget Sound Region and SeaTac Airport continue to invest heavily in SeaTac as a major international and regional transportation hub;

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

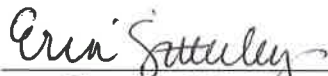
Section 1. The SeaTac City Council declares its interest in maintaining a municipal leadership role in support of the deployment of vehicles with automated driving capabilities on the City's public roadways in order to nurture, cultivate, and advance the beneficial impact of this technology application.

Section 2. The City shall be supportive of local and state laws advancing/facilitating the introduction and integration of this technology into the existing transportation network serving the greater Puget Sound region, including SeaTac. The City shall be receptive to opportunities to cooperate with other jurisdictions to conduct pilot projects demonstrating innovative transportation excellence that are funded through grants from Federal, State and local governments, and from foundations and other private sector sources. City Council authorization is required prior to the use of City resources.

Section 3. The City Manager is hereby directed to disseminate this Resolution to the relevant representatives of federal, state, and local governments as appropriate.

PASSED this 23rd day of October, 2018, and signed in authentication thereof on this 23rd day of October, 2018.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary Mirante Bartolo, City Attorney

[Autonomous Vehicle Technology Development Resolution]

RESOLUTION NO. 18-015

A RESOLUTION of the City Council of the City of SeaTac, Washington, to finalize the 2017 and 2018 unclaimed property reporting to the State of Washington.

WHEREAS, State law requires that outstanding, stale dated municipal checks be cancelled by passage of a Resolution; and

WHEREAS, the City of SeaTac has a number of outstanding, stale dated municipal checks that need be cancelled; and

WHEREAS, the Finance Department and Court Department has made all reasonable attempts to resolve these outstanding municipal checks; and

WHEREAS, the City Council of the City of SeaTac wishes to cancel all outstanding, stale dated municipal checks and unclaimed deposits as detailed in Exhibit A and B;

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

Section 1. The SeaTac City Council declares the cancellation of municipal checks and unclaimed deposits as detailed in Exhibit A and B.

PASSED this 23rd day of October, 2018, and signed in authentication thereof on this 23rd day of October, 2018.

CITY OF SEATAC

Erin Sitterley
Erin Sitterley, Mayor

ATTEST:

Kristina Gregg
Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo
Mary E. Mirante Bartolo, City Attorney

EXHIBIT A

2017 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP

<u>Payee</u>	<u>Amount</u>	<u>Comments</u>
Michael Angelo Gonzalez	\$ 500.00	Bail Refund
John Darrell Heckendorn	\$ 250.00	Bail Refund
Edgardo Sapien	\$ 101.00	Misc Trust
Mohammed Yusuf	\$ 100.00	overpayment
Malik Haider	\$ 30.00	overpayment

TOTAL MUNICIPAL COURT \$981.00 Sent to UCP 10-9-17 ck #7308/echeck

Finance Dept Records sent to UCP

7-1-13 thru 6-30-14

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
103945	8/5/2013	\$ 36.40	Aaron Yurth	Mail Returned
103965	8/5/2013	\$ 9.66	Bradley J Shatto	Mail Returned
104058	8/5/2013	\$ 4.52	Mary A Williams	Mail Returned
104694	10/4/2013	\$ 29.04	Carey Wagner	Mail Returned
104971	10/18/2013	\$ 100.00	Nova C Phung	Mail Returned
105110	11/5/2013	\$ 28.39	Gerald D Watson Jr	Mail Returned
105175	11/5/2013	\$ 23.07	Michael Brubaker	Mail Returned
105245	11/5/2013	\$ 30.53	Timothy W D Brensdal	Mail Returned
105600	12/5/2013	\$ 35.48	William Simpson	Mail Returned
105802	12/31/2013	\$ 25.00	Angelica M Fowler	Mail Returned
105836	12/31/2013	\$ 25.90	Eileen W Lampman	Mail Returned
105896	12/31/2013	\$ 57.92	Michael Merithew	Mail Returned
105902	12/31/2013	\$ 36.75	Nelson Price Binuya	Mail Returned
106736	3/20/2014	\$ 29.78	Kyle Johnson	Mail Returned
106917	4/4/2014	\$ 50.00	Theresa Teleni	Mail Returned
107128	4/18/2014	\$ 25.75	Susan Nelson	Mail Returned
107130	4/18/2014	\$ 50.00	Tatiana Galvez	Mail Returned

TOTAL FINANCE DEPT \$ **598.19**

GRAND TOTAL **\$1,579.19**

EXHIBIT B

2018 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP
thru 6-30-18

<u>Payee</u>	<u>Amount</u>	<u>Comments</u>
William Lee Sullivan	\$ 250.00	Bail Refund
O'Shea Marcell Taylor	\$ 150.00	Bail Refund
Amanda Jean Cardwell	\$ 4.00	Bail Refund
Cedric Alexander Dorsey	\$ 4.00	Bail Refund
Randa Ayoubi	\$ 31.00	Misc Trust
Abyot Worku Demisse	\$ 23.00	Overpayment
Port of Seattle	\$ 10.00	Restitution
Dennys, L2	\$ 19.68	Restitution
Crystal M Ankenman	\$ 80.00	Restitution
Heaven Ankenman	\$ 220.00	Restitution
<u>TOTAL MUNICIPAL COURT</u>	\$ 791.68	

Finance Dept Records sent to UCP
7-1-14 thru 6-30-15

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
108292	8/20/2014	\$ 28.80	Charles Gates	mail returned
107825	7/3/2014	\$ 38.14	Deborah Halseth	BOA/Uncashed
107870	7/3/2014	\$ 27.36	Mellissa A Sistrunk	BOA/Uncashed
108129	8/5/2014	\$ 156.79	Anh Hoang	BOA/Uncashed
108676	9/19/2014	\$ 32.84	Konni McCarrell	BOA/Uncashed
109782	1/20/2015	\$ 26.78	Jennifer Cook	BOA/Uncashed
109824	1/20/2015	\$ 27.77	Orlean E Clinton	BOA/Uncashed
110802	5/5/2015	\$ 55.38	Don Schill	BOA/Uncashed
111169	6/5/2015	\$ 240.00	Mireya Ponce	BOA/Uncashed

TOTAL FINANCE DEPT \$ **633.86**

GRAND TOTAL \$ **\$1,425.54**

RESOLUTION NO. 18-016

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services.

WHEREAS, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services;
and

WHEREAS, it is appropriate to annually adjust the City’s Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services to account for inflation;


WHEREAS, the City Manager has reviewed the City’s Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services and has brought forward to the City Council proposed amendments, including adjustments for inflation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

1. That the City’s Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services is hereby amended as set forth on the attached “Exhibit A”, which is incorporated herein by this reference.
2. This Resolution shall become effective on January 1, 2019.

PASSED this 13th day of November, 2018, and signed in authentication thereof
on this 13th day of November, 2018.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[2019 Schedule of Fees]

CITY OF SEATAC



FEE SCHEDULE

Schedule of license fees, permit fees, other fees and charges for City services.

Effective: January 1, 2019

Table of Contents

General Government and Miscellaneous Fees	3
Community and Economic Development	5
CED - Miscellaneous Fees	5
CED - Building Division	7
Electrical Permits	9
Mechanical Permits	11
Plumbing Permits	12
CED - Engineering Review Division	13
CED - Planning Division	16
Finance & Systems	18
Business Licenses	18
Geographic Information Systems (GIS) Program Fees	19
Fire Department	20
Municipal Court	21
Parks, Community Programs & Services	22
Police Services	24
Public Works	25

GENERAL GOVERNMENT AND MISCELLANEOUS

Animal Control

All animal control licenses and fees are charged on a pass-through basis as set by King County (King County Code, Chapter 11.04)

[Per King County Code. Website: http://www.kingcounty.gov/depts/regional-animal-services.aspx](http://www.kingcounty.gov/depts/regional-animal-services.aspx)

Consultant Fees

When consultant services are required to supplement or extend City Staff services and when such consultant is mutually agreed upon to provide services, all consultant fees, shall be paid by the applicant, at 100% of actual fees charged, plus a 10% administrative charge for contract management by the City

100% of actual fees charged, plus a 10% administrative charge

Copies and Records

a. Audio/Video recordings of a meeting(s)	Actual Cost
b. Copies - Black & White -from paper, electronic media, microfilm, etc., per page for 11 or more pages, 11x17 and under (As allowed by RCW 42.56.070(7), (8) and RCW 42.56.120) Includes photocopies of public records or printed copies of electronic public records	\$0.15
c. Copies - Color City Maps - 8 ½ x 11	\$1.00
d. Copies - Color, other maps, plans	See Geographic Information Systems Program Fees
e. Copies or Printing - Vendor produced Requestor will be notified of estimated costs in advance	Actual Cost
f. Electronic records provided on electronic storage media	Actual Cost
g. Electronic files or attachments uploaded to email, cloud-based storage, or other means of electronic delivery	\$0.05/four (4) electronic files
h. Postage and/or mailing materials	Actual Cost

i. Scan paper copies to electronic format, per page for 11 or more pages.(As allowed by RCW 42.56.070(7), (8) and RCW 42.56.120) Includes public records scanned into electronic format (up to 11x17)	\$0.10
j. Service charge to prepare data compilations or provide customized electronic access services	Actual Cost
k. Transmission of public records in an electronic format	\$.10/GB
Electronic Vehicle Charging	\$2.00 per transaction
Hearing Examiner - Appeals and Hearings	
Add Fees for any copies of records the City has to make for an appeal case	
a. Examiner's charge for conducting hearing and issuing a decision	Actual Cost
b. Filing fee for appeal to Examiner	\$215.50
c. Filing fee for appeal from Examiner to City Council	\$646.50
Standard Hourly Rate	
Applies to all City departments. This rate shall apply to required and/or agreed to requests for expedited inspections, reviews, or other requested city services	\$105.50
Standard Hourly Overtime Rate	
Applies to all City departments. Charged at one and one-half times the standard hourly rate, this rate shall apply to required and/or agreed to requests for expedited inspections, reviews, or other requested city services that are required outside of normal business hours. A four-hour minimum callback charge will apply	One and one half times the standard hourly rate (4 hr minimum)
Technology Fee	
This fee is applied to all permits and applications	See CED for Technology Fee Table

COMMUNITY & ECONOMIC DEVELOPMENT (CED)

CED - MISCELLANEOUS

Copying Fees	See GENERAL GOVERNMENT AND MISCELLANEOUS
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Home Owner and Occupant Fee Credit

A credit of 20% against the following permit fees shall be applied upon proof of owner occupancy by the applicant. The Department of Community & Economic Development will establish and maintain the standard criteria and documentation required for the Home Owner and Occupant Fee Credit.

Types of Applications and Permits Eligible for Home Owner and Occupant Fee Credit

Building Services Division	Engineering Review Division
Building Permits - These will be incidental permits and may not be called out on the Fee Schedule but can be indicated on a Building Permit at time of application	ROW Class C - All Residential Driveways
Reroofs	Planning Division
Decks	Lot Line Adjustment
Maintenance/Repairs	Shoreline Exemption
Walls	Shoreline Substantial Development
Porches	Up to \$10,000
Fences > 6'	\$10,001 to \$100,000
Sheds > 200 SF	\$100,001 to 500,000
Storm Drainage	Special Home Occupation
Mechanical Permits	Variance - Administrative
Furnances	
Water Heaters	
Exhaust Fans	
Plumbing Permits	
Water Heaters	
Re-Piping	
Electrical Permits	
Circuits	
Panels	
T-Stats	

CED - MISCELLANEOUS

Pre-application Meeting -Due at time of application	\$323.50
Pre-application Meeting Credit -Applied if permit is issued within 12 months of the Pre-Application meeting	50% of pre-application fee
Technology Fee	
Initial Fee on all applications, permits, or fees	\$5.50
Additionally, the fees below apply to the total valuation/cost of improvement of the project	
Valuation	
Up to \$500	\$5.50
\$501 to \$5,000	\$26.50
\$5,001 to \$10,000	\$53.00
\$10,001 to \$25,000	\$79.00
\$25,001 to \$50,000	\$105.50
\$50,001 to \$100,000	\$211.00
\$100,001 to \$500,000	\$317.00
\$500,001 and up	\$422.50

CED - BUILDING SERVICES DIVISION

Building and Sign Permit Fees

(Technology Fee Applies)

Valuation Amount	Permit Fee
\$1 - \$500	\$54.00
\$501 - \$2,000	\$54.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	\$129.00 for the first \$2,000 plus \$22.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001 - \$50,000	\$635.00 for the first \$25,000 plus \$16.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001 - \$100,000	\$1,035.00 for the first \$50,000 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 - \$500,000	\$1,585.00 for the first \$100,000 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001-\$1,000,000	\$5,185.00 for the first \$500,000 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Over \$1,000,000	\$8,935.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof over \$1,000,000.00

Building and Sign Permits - Other Inspections & Fees (Technology Fee Applies)	
Permit	Fee
Adult Family Home - Application and Inspection	\$145.50
Demolition Permit	
a. For buildings 500 square feet or less	\$54.00
b. Minimum for buildings 500 sq ft or more	\$161.50
c. SEPA required for non-single family residence and any structure in excess of 4000 feet.	See CED-PLANNING DIVISION
Inspections for Which No Fee is Specifically Indicated - Per hour (minimum 1 hour)	Standard hourly rate
Inspections Outside the Normal Business hours (minimum 4 hours)	One and one half times the standard hourly rate
Manufactured Home - In a park or on a private property	\$333.50
Manufactured Home Pre-inspection - Per hour, plus mileage at IRS rate	Standard hourly rate
Modular Structure - Based on contract amount and computed from ICC Building Standard Fee Table	Valuation
Moving of a House	\$323.00
Outside Consultant - If required for plan checking and inspections	100% of actual cost to include a 10% administrative fee
Plan Review	65% of the permit fee
a. Outside structural plan review - If required	Additional 33% of the permit fee
Re-Roofing Permit - For a single-family residence is based upon valuation as determined by the contract amount, or computed at the fair market rate per square foot for the DIY projects, (minimum fee \$93.78)	\$97.00 minimum or valuation
Re-Inspection - Per hour (minimum 1 hour)	Standard hourly rate
Technology Fee	See CED MISCELLANEOUS
Washington State Surcharge (Per RCW 19.27.085)	
a. Residential building permits	\$6.50 each permit plus \$2.00 per residential unit after the first unit
b. Commercial building permits	\$25.00 each permit plus \$2.00 per residential unit after the first unit

Electrical Permits (Technology Fee Applies)	
Electrical-Single Family Residence (SFR)	
New construction SFR dwelling - includes a garage	\$185.00
New construction garages, pools, spas, outbuildings	\$132.00
New construction low voltage systems	\$71.00
Electrical-Additions and Remodels to Single Family Residence	
SFR service change or alteration - no added/altered circuits	\$83.50
SFR service change with added/altered circuits	\$83.50 plus \$10.50 per each added circuit (maximum \$185.00 permit fee)
SFR circuits added/altered without service change with up to five (5) circuits	\$71.00
a. more than five (5) circuits	add \$8.00 per each added circuit (maximum \$185.00 permit fee)
Meter/mast repair	\$86.50
Noise remedy permit	\$118.50
Noise remedy permit - over 3 units- fee off of valuation	Valuation
Electrical-Multi-Family and Commercial (including low voltage and fire alarm systems)	
Valuation Amount	Fee
\$250.00 or less	\$58.00
\$251.00 - 1,000.00	\$58.00 plus 4% of cost over \$250.00
\$1,001.00 - 5,000.00	\$88.00 plus 2% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$168.00 plus 1.64% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$906.00 plus 1.2% of cost over \$50,000.00
\$250,001.00 - 1,000,000.00	\$3,306.00 plus .85% of cost over \$250,000.00
\$1,000,001.00 and up	\$9,681.00 plus .5% of cost over \$1,000,000.00
<p>a. In addition to the permit fee, when plan review is required, a plan review fee must be paid at the time of permit application equal to 25% of the permit fee with a minimum of the standard hourly rate</p>	
<p>b. Additional plan review, if required by changes, additions, and/or revisions to plans will be charged the standard hourly rate (minimum 1 hour)</p>	

Electrical -Other Inspections and Fees	
Carnivals	
a. Base fee	\$96.00
b. Each concession	\$12.50
Consultants Fee - If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspection or Plan Review - Not specified elsewhere	Standard hourly rate
Inspections for Which No Fee is Specifically Indicated (minimum 1 hour)	Standard hourly rate
Inspections Outside Normal Business Hours (minimum 4 hours)	One and one half times the standard hourly rate
Manufactured/Mobile Home Service - Does not include garage or outbuildings	\$85.50
Re-inspection Fees per hour (minimum 1 hour).	Standard hourly rate
Temporary Service – Residential, per hour	Standard hourly rate

Mechanical Permits (Technology Fee Applies)	
Mechanical-Single Family Residence (SFR)	
New construction single family dwelling*	\$182.50
New construction installation/existing dwelling* (existing dwelling with no existing ducting or venting)	\$182.50
<i>*Gas piping included in the above permits</i>	
Mechanical - Additions and Remodels to Single Family Residence	
Each new or replaced appliance/equipment, (furnaces, water heaters, exhaust fans, etc.)*	\$69.50
More than two new or replaced appliances/equipment, (furnaces, water heaters, exhaust fans, etc.) *	\$182.50
Gas piping (no equipment or appliances)	\$64.50
<i>*Gas piping included in the above permits</i>	
Mechanical - Multi-Family and Commercial	
Valuation Amount	Fee
\$250.00 or less	\$48.50
\$251.00 - 1,000.00	\$48.50 plus 4% of cost over \$250.00
\$1,001.00 - 5,000.00	\$78.50 plus 1.5% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$138.50 plus 1.4% of cost of \$5,000.00
\$50,001.00 - 250,000.00	\$768.50 plus 1% of cost over \$50,000.00
\$250,000.00 - 1,000,000.00	\$2,768.50 plus .8% of cost over \$250,000.00
\$1,000,001.00 and up	\$8,768.50 plus .4% of cost over \$1,000,000.00
Mechanical - Plan Review Fee	
Plan Review Fee - Is equal to 40% of the Mechanical Permit Fee	
Additional Plan Review - If required by changes, additions, and/or revisions to plans, charged at the standard hourly rate (minimum 1 hour)	
Mechanical-Other Inspections and Fees	
Consultants Fee - If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate
Inspections Outside Normal Business Hours (minimum 4 hours)	One and one half times the standard hourly rate
Re-inspection fees	Standard hourly rate

Plumbing Permits (Technology Fee Applies)	
Plumbing-Single Family Residence (SFR)	
New construction SFR Plumbing Permit	\$182.50
Plumbing- Additions and Remodels to Single Family Residence	
Adding one to five fixtures	\$66.50
Adding six to ten fixtures	\$118.50
Over ten fixtures	\$182.50
Plumbing - Multi-Family and Commercial	
Valuation Amount	Fee
\$250.00 or less	\$48.50
\$251.00 - 1,000.00	\$48.50 plus 4% of cost over \$250.00
\$1,001.00 - 5,000.00	\$78.50 plus 1.5% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$138.50 plus 1.4% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$768.50 plus 1% of cost over \$50,000.00
\$250,000.00 - 1,000,000.00	\$2,768.50 plus .8% of cost over \$250,000.00
\$1,000,001.00 and up	\$8,768.50 plus .4% of cost over \$1,000,000.00
Plan Review Fee -equal to 40% of the Plumbing Permit Fee	
Additional Plan Review - If required by changes, additions, and/or revisions to plans, charged at the standard hourly rate (minimum 1 hour)	
Plumbing-Other Inspections and Fees	
Consultants Fee if required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate
Inspections Outside Normal Business Hours (minimum 4 hours)	One and one half times the Standard hourly rate
Re-inspection Fees	Standard hourly rate

CED - ENGINEERING REVIEW DIVISION

Right of Way Use Permit Fees

(Technology Fee Applies)

Application	Fee
Class A (Non-residential zones)	\$211.00
Class A (Residential zones)	\$105.50
Class B	\$211.00
Class C all residential driveways	\$211.00
Class C	\$371.50
Class D (Franchise)	\$415.00
Class E (Haul)	\$192.00
Application Review	Fee
Class A (Non-residential zones)	Standard hourly rate
Class A (Residential zones)	One hour (at standard hourly rate)
Class B	Standard hourly rate
Class C Residential less than 30 feet	Standard hourly rate
Class C with:	
a. Engineering plans with drainage facilities	\$1,098.00
b. Engineering plans without drainage facilities	\$292.50
c. Re-submittal, each occurrence	\$114.00
Plus hourly fee	Standard hourly rate
d. Revision to previously approved plans	\$191.00
Plus hourly fee	Standard hourly rate
Class D (Franchise)	Standard hourly rate
Class E (Haul) with:	
a. Engineering and traffic control plans	\$343.00
b. Re-submittal, each occurrence	\$114.00
Plus hourly fee	Standard hourly rate
c. Revision to previously approved plans	\$191.00
Daily Use	Fee
Class A (Non-residential zones)	Standard hourly rate
Class A (Residential zones)	No Fee
Class B	Standard hourly rate
Class C	
a. Construction inspection	
Cost of improvement	Fee
\$0 - 30,000.00	\$123.50 + \$66.50/\$1000 Cost
\$30,001.00 - 120,000.00	\$1,280.00 + \$29.50/\$1000 Cost
\$120,001.00 - or more	\$3,921.00 + \$7.50/\$1000 Cost

b. Maintenance Bond Inspection (Final, 6 mo., & 1 yr.)	
Cost of improvement	Fee
\$0 - 30,000.00	\$75.00 + \$10.50/\$1000 Cost
\$30,001.00 - 120,000.00	\$256.50+ \$4.50/\$1000 Cost
\$120,001.00 - or more	\$628.50 + \$2.00/\$1000 Cost
Class D	Standard hourly rate
Class E	Standard hourly rate
Clearing/Grading/Drainage Permit Fees (STE Permits)	
STE for Single Family Residential (SFR)	
Application Fee	\$500.00
Plan Review Fee	\$1,000.00
Inspection Fee	\$500.00
Additional inspections attributable to permittee's action or inaction (per inspection)	Standard hourly rate
STE for all other Permits	
Application Fee	\$654.50
Initial Plan Review Fee	\$1,441.50
Construction Inspection Fee	
a. Cost of improvement	Fee
\$0 - 30,000.00	\$123.50 + \$66.50/\$1000 Cost
\$30,001.00 - 120,000.00	\$1,250.00 + \$29.50/\$1000 Cost
\$120,001.00 - or more	\$3,921.00 + \$7.50/\$1000 Cost
Maintenance Bond Inspection Fee (Final, 6 mo., & 1 yr.)	
a. Cost of improvement	Fee
\$0 - 30,000.00	\$75.00 + \$10.50/\$1000 Cost
\$30,001.00 - 120,000.00	\$256.50+ \$4.50/\$1000 Cost
\$120,001.00 - or more	\$628.50 + \$2.00/\$1000 Cost

Final Grading Plan Review Fees (STE Permit)		
Shall be calculated by adding the application amounts from Final Grading Plan Review, Final Clearing Plan Review and if applicable, Final Drainage Plan Review-Commercial; provided the maximum plan review fee shall not exceed \$35,000.00		
Final Grading Plan Review Table		
Volume	Base	Per 100 cu.yds.
0-50 cu. yds.	Flat fee	\$164.50
51- 10,000 cu. yds.	\$0.00	\$15.50
10,001 to 50,000 cu. yds.	\$1,115.00	\$2.00
50,001 cu. yds., and more	\$1,765.50	\$0.22
Final Clearing Plan Review Table		
Disturbed Area	Base	Per 100 cu.yds.
Up to 1 acre	\$63.50	\$293.00
2 to 10 acres	\$138.50	\$219.50
11 acres and more	\$4,326.50	\$71.50
Final Drainage Plan Review- Commercial Table		
Disturbed area	Amount	
0-1/2 acre site	\$880.50	
1/2-1 acre site	\$1,100.50	
1-5 acre site	\$1,761.50	
More than 5 acre site	\$4,623.00	
Other Engineering Inspections and Fees (Technology Fee Applies)		
Commercial Traffic Circulation Review		
a. On-site review only, no right-of-way improvements	\$176.50	
b. On-site and right-of-way improvements review	\$529.00	
c. Review for compliance with SEPA conditions	\$176.50	
Plan Revision Fee		
a. Each occurrence	\$211.00	
b. Plus additional hourly fee	Standard hourly rate	
Permit Renewal Fee	50% of standard application fee	
Related Inspections and Other Services	Standard hourly rate	
Reclamation Bond Release Inspection	\$198.50	
Standard Bonding Rate		
The standard bonding rate is set at 120% of the cost of the uncompleted work to be bonded.	120%	
Transportation Impact Fees		
Applies to all new development and increase in P.M. peak hour trips resulting from redevelopment.	See Schedule of Transportation Impact Fees to determine fee amount	
Variance - Temporary Noise	\$215.40	
Variance - Engineering Review	\$1,267.00	

CED - PLANNING DIVISION	
Applications and Fees (Technology Fee Applies)	
Accessory Dwelling Unit	\$135.00
Binding Site Plan	
a. Preliminary	\$4,224.00
b. Final	\$2,640.00
Comprehensive Plan Amendment	\$2,262.00
Comprehensive Plan- Printed Copy	\$64.50
Conditional Use Permits (CUP)	
a. Minor	\$2,375.00
b. Major	\$4,416.00
Consultant Review and Confirmation Fee - For Wetland Consultant, GeoTech Consultant, Arborist, WCF, etc.	100% of actual cost plus a 10% administrative fee
Critical Areas Public Utility Exception	\$1,500.00
Critical Areas Reasonable Use Exception	\$1,500.00
Inspections or Reviews - Not otherwise covered	Standard hourly rate
Long Plat	
a. Preliminary	\$8,466.00
b. Final	\$6,624.50
Lot Line Adjustment	\$1,325.50
Mobile Home Park Closure-Plus any other actual costs	\$1,584.00
Other Plans and Planning Documents - Per page for 10 or more pages	See Copies and Records
Planned Unit Developments (PUD)	
a. Preliminary	\$9,048.00
b. Final	\$4,416.00
Re-addressing Re-imburement - To neighbor(s) for cost of re-addressing of house (if required)	\$107.50 per house
SEPA - Environmental Checklist	\$2,347.50
SEPA - E.I.S. Preparation	Actual cost
Separate Lot Determination	\$446.50
Shoreline Exemption	\$215.50
Shoreline Substantial Development Permit	
Valuation Amount	Fee
Up to \$10,000.00	\$396.00
\$10,001.00 to \$100,000.00	\$1,212.50
\$100,001.00 to \$500,000.00	\$3,312.50
\$500,001.00 to \$1,000,000.00	\$7,324.50
\$1,000,001.00 +	\$12,150.50
Short Plats -Preliminary	\$4,049.50
Short Plat - Final	\$2,369.50

Preliminary Site Plan Review	\$948.50
Special Home Occupation Permit	\$393.00
Technology Fee	See CED MISCELLANEOUS
Temporary Use Permit	\$187.50
Text Amendment to Title 14, 15, 16, or 18 of the SeaTac Municipal Code	\$3,695.00
Variance - Planning	
a. Administrative	\$1,459.50
b. Other	\$3,070.00
Zoning Code Departure	\$200.00
Zoning Code Interpretation Letter	\$253.50
Zoning Compliance Letter	\$441.50
Zone Reclassification (Rezone) application	\$7,593.50

FINANCE & SYSTEMS

Miscellaneous

(Per Bank Contract & Collection Agreement)

Lost check/Re-issue Requested (vendor and/or employee; fee charged after 2nd request)	\$25.00
Dishonored Checks	
a. Reasonable handling charge	\$25.00
b. Cost of collection (or face amount of check, whichever is lesser)	\$40.00
c. Interest from date of dishonor	12%
Additional damages in event of court action - court costs and attorney fees of three times the face amount of the check, or \$300.00, whichever is less.	
Collection Agency Fees	Actual cost + 10%

Business Licenses

General Business License Fees (After October 1, license fee will be a prorated amount)

Type	Frequency	Fee
Registration Only License	Annual	\$0.00
Home Occupation	Annual	\$50.00
Out of City	Annual	\$150.00
Commercial License Fees-use the table below:		
Number of Full-Time Employees	Frequency	Fee
0-10 FTE	Annual	\$100.00
11-50 FTE	Annual	\$250.00
51-100 FTE	Annual	\$1,500.00
101-500 FTE	Annual	\$4,750.00
501-1000 + FTE	Annual	\$9,500.00

Business License Late Fees and Renewals

Expiration and Renewal	Date	Fee
All Business Licenses expire	31-Mar	
All Business License Renewals due	1-Apr	
Late fee if not renewed by:	1-May	\$30.00
	1-Jun	\$30.00 + 50% of fee
	1-Jul	\$30.00 + 50% of fee + Notice of infraction per SMC 5.05.190

Non-Profit 501(c)3 Registration		
Type	Frequency	Fee
Registration	Annual	\$0.00
Failure to Register	1-May	\$30.00
	1-Jun	\$60.00
Other Licenses		
Type	Frequency	Fee
Pawnbroker license	Annual	\$500.00
Solicitor or canvasser license (as provided in SMC)	Annual	\$75.00
Vehicle for hire license - Through King County as adopted by SMC 5.15	Per King County Code 6.64	
Geographic Information Systems (GIS) Program Fees		
Electronic records provided on electronic storage media	Actual Cost	
Printed Products		
a. Color	\$3.00 per square foot	
b. Black and White	\$1.00 per square foot	
Staff time for filling requests (minimum 1 hour; then billed in 15-minute increments)	Standard hourly rate	

FIRE DEPARTMENT

PUGET SOUND REGIONAL FIRE AUTHORITY (RFA)

Operational Permits

International Fire Code 105.6 as modified by SMC

Initial Fees for:

a. Hazardous Material Permit	\$179.50
b. High Pile Combustible Material Storage Permit	\$139.50
c. All Other Permits	\$118.50

Renewal Fees for:

a. Hazardous Materials Permit	\$155.00
b. High Pile Combustible Material Storage Permit	\$123.50
c. All Other Permits	\$103.50

Construction Permits

International Fire Code 105.7 as modified by SMC

Plan Review Fees

Use Building Services, Building and Sign Permit Fee Valuation Table	65% of Permit Fee
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Permit Fees

Use Building Services, Building and Sign Permit Fee Valuation Table	100% of Permit Fee
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Fee for Residential Tank Removal	\$73.00
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Other Inspections and Fees

Additional plan review requiring changes, additions or revisions to plans (1 hour minimum)	Standard hourly rate
Business license inspection (1/2 hour minimum)	Standard hourly rate
Expedited review (1 hour minimum)	Standard hourly rate
Inspections for which no fee is specifically indicated (1 hour minimum)	Standard hourly rate
Inspections outside the normal business hours	Contact Puget Sound RFA
Re-inspections (1 hour minimum)	Standard hourly rate
Request for Code Modification or Alternative Method (2 hour minimum)	Standard hourly rate

MUNICIPAL COURT

Administrative Fees

a. Abstract of Driving Record	\$10.00
b. Non Sufficient Funds (NSF) Check	\$25.00

Copy Fees

a. Court Recordings (Per CD)	\$20.50
b. Other copy fees	See GENERAL GOVERNMENT AND MISCELLANEOUS

Filing Fees

a. Appeals (Civil & Infractions)	\$230.00
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PARKS, COMMUNITY PROGRAMS AND SERVICES

SeaTac Community Center

Rental	Resident Fee	Non- Resident Fee
Facility Rental-Banquet Room	\$95.00 hour	\$105.00 hour
Facility Rental-Gymnasium	\$60.00 hour	\$85.00 hour
Facility Rental-Multipurpose Room	\$20.00 hour	\$30.00 hour
Facility Rental-Arts/Crafts	\$40.00 hour	\$50.00 hour
Staff Support	\$20.00 hour	\$20.00 hour
Drop-In Aerobics (per day)	\$6.00	\$8.00
Weight Room (per day)	\$5.00	\$6.00
Weight Room (monthly)	\$25.00	\$30.00
Shower (per use)	\$3.00	\$3.00

Valley Ridge Community Center

Rental	Resident Fee	Non- Resident Fee
Facility Rental	\$50.00 hour	\$65.00 hour
Staff Support	\$20.00 hour	\$20.00 hour

Valley Ridge Park

Rental	Resident Fee	Non- Resident Fee
Sports Field		
a. Tournament (Per day, 4 field use)	\$2,000.00	\$2,270.00
b. Portable mounds per field	\$20.00	\$30.00
c. Portable fencing per field	\$110.00	\$120.00
d. Baseball/softball soccer		
i. Practice	\$60.00 hour	\$70.00 hour
ii. Games	\$60.00 hour	\$70.00 hour
e. Field lights (Per hour)	\$25.00	\$30.00
f. Mid-day prep (Per field)	\$90.00-\$120.00 per field	\$90.00-\$120.00 per field

Angle Lake Park

Rental	Resident Fee	Non- Resident Fee
Shelter A	\$115.00 all day	\$150.00 all day
Shelter B	\$115.00 all day	\$150.00 all day
Shelter C	\$135.00 all day	\$175.00 all day
Shelter D	\$75.00 all day	\$100.00 all day
Performing Stage	\$115.00 all day	\$150.00 all day

North SeaTac Park		
Rental	Resident Fee	Non- Resident Fee
Shelter	\$100.00 all day	\$135.00 all day
Sports Fields		
a. Softball/Tournament (1 day)	\$550.00	\$650.00
b. Softball/Tournament (2 day)	\$1,000.00	\$1,200.00
c. Soccer		
i. Practice	\$60.00 hour	\$70.00 hour
ii. Games	\$60.00 hour	\$70.00 hour
iii. Field lights (Per hour)	\$25.00	\$30.00
Sunset Park		
Rental	Resident Fee	Non- Resident Fee
Sports Field		
a. Baseball/softball/soccer		
i. Practice	\$17.00 hour	\$21.00 hour
ii. Games	\$28.00 hour	\$32.00 hour
Miscellaneous		
Special Use Permit (Varies by event)		\$204.00-\$5,100.00
Recreation Programs		
Recreation Programs are designated by major category with a fee range. Fees for specific programs will vary within the range indicated, based on the number of participants, duration of program, instruction costs and operational supplies.		
Class	Fee	
Sport Classes	\$9.00-\$627.00	
Recreation Classes	\$8.00-\$300.00	
Senior Programs	\$8.00-\$100.00	
Teen Programs	\$10.00-\$125.00	
Camp Programs	\$5.00-\$175.00	
Special Events Programs	\$5.00-\$100.00	
Convenience fee for each online registration for any class, excursion, or other recreation transaction.	\$1.00	

POLICE SERVICES

Concealed Pistol License	As set by RCW 9.41.070
False Alarms (excessive) - two or more in any consecutive 6 month period. (SMC 8.20.080)	\$100.00
Fingerprint Cards	
First 2 Cards	\$17.00
Additional Cards (each)	\$6.00
Parking Permit Program	
Permit Fee (1st permit)	\$0.00
Permit Fee (2nd permit)	\$65.00
Permit Processing Fee (re-issuance only)	\$25.00
Public Disclosure Records Requests / Police Reports	Refer to King County Sheriff's Office Records Unit
Vehicle Impound Release Fee (DWLS) (SMC 9.25.030)	\$100.00

PUBLIC WORKS

Street Vacation

Street vacation application	\$1,077.00
Street vacation processing	\$1,077.00

Franchise Fees

Franchise Application	\$4,610.00 + Cost to Publish
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RESOLUTION NO. 18-017 _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting City Financial Policies.

WHEREAS, it is necessary for the City Council to adopt a Cost Allocation Policy that summarizes the methods and procedures the City of SeaTac will use to allocate costs to various programs, funds, projects, grants, contracts and agreements; and

WHEREAS, it is necessary for the City Council to adopt City financial policies to ensure that all financial matters of the City are addressed with care, integrity, and in the best interest of the City; and

WHEREAS, such financial policies include lines of authority, general budget policies, reserve policies, revenue policies, expenditure policies, purchasing and expense controls, accounting, auditing, and financial reporting policies, debt policies, investment policies, cost allocation policies, and other miscellaneous policies; and

WHEREAS, these policies were discussed at the City Council Macro Budget Workshop on July 13, 2018, the City Council Budget Workshop #1 on October 5, 2018, and at the Administration and Finance Committee on June 28, 2018 and September 27, 2018;

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

Section 1. The SeaTac City Council adopts the financial policies attached hereto as Exhibit A and Exhibit B.

PASSED this 13th day of November, 2018, and signed in authentication thereof on this 13th day of November, 2018.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Fiscal Policies Resolution]

EXHIBIT A

City of SeaTac

Cost Allocation Policy

Table of Contents

PURPOSE/GENERAL STATEMENT 3

AUTHORITY 4

ALLOCATION PLAN 6

ALLOCATION FACTORS..... 8

PURPOSE/GENERAL STATEMENT

The purpose of this cost allocation policy is to summarize, in writing, the methods and procedures the City of SeaTac will use to allocate costs to various programs, funds, projects, grants, contracts and agreements. The City of SeaTac shall comply with all laws and regulations in calculating and receiving full cost recovery for services rendered to other funds. The cost of shared resources must be allocated fairly.

Cost allocation is a method to identify and allocate indirect costs. Direct costs are those costs directly associated with a special project/cost objective or fund. Indirect costs are those costs incurred for a common or joint purpose benefiting more the one cost objective in more than one fund, but which are not readily assignable to a specific fund. Examples include costs for support to other departments including legal, finance & systems, human resources, facilities, maintenance, and records management.

AUTHORITY

The City of SeaTac shall comply with all laws and regulations including those set forth by:

1. Governmental Accounting Standards Board (GASB)
2. The Federal Office of Management and Budget (OMB)
3. Washington State Auditor

Governmental Accounting Standards Board (GASB)

GASB is the independent organization that establishes and approves standards of accounting and financial reporting for U.S. state and local governments. While GASB is not a governmental agency and does not have enforcement authority, compliance with GASB is tested by the Washington State Auditors Office's annual audit of the City.

The Federal Office of Management and Budget (OMB)

OMB Circular A-87 establishes cost principals for State, Local, and Indian Tribal Governments for determining costs for Federal Awards. Items 5 of the Circular states, "The principals are for determining allowable costs only." In defining allowable costs, the Circular provides a definition of allocable costs at Attachment A, paragraph C.3.a, "A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received." The Circular further outlines costs that are allowable for charging the Federal government and distinguishes those that are specially excluded from recovery.

Washington State Auditor

The Washington State Auditor's office prescribes the accounting and reporting of local governments in the State of Washington under RCW 43.09.210. This RCW states in part:

All service rendered by, or property transferred from, one department, public improvement, undertaking, institution, or public service industry to another, shall be paid for at its true and full value by the department, public improvement, undertaking, institution, or public service industry receiving the same, and no department, public improvement, undertaking,

institution, or public service industry shall benefit in any financial manner whatever by an appropriation or fund made for the support of another.

ALLOCATION PLAN

The City has identified a variety of ways to determine an appropriate percentage of costs for allocation of various funds. These methods include but are not limited to the following:

- Number of employees (FTE) in a fund
- Percentage of operating expenses in each fund or total operating revenues in each fund
- Percentage of department time directly attributable to funds/programs
- Square footage
- Actual expenses or number of transactions
- Actual expenses or hours worked
- Hours utilized

In classifying costs as allocable, the City of SeaTac shall analyze departments and individual objects to determine whether the costs should be allocated, as well as the appropriate basis for allocation.

Development

The City of SeaTac shall utilize spreadsheets to compile information related to the distribution of cost among its various funds during the biennial budget process. The Finance & Systems director is primarily responsible for determining the final percentage or amounts charged back to the City funds/departments, based on the factors mentioned above. The final Cost Allocation Plan (CAP), detailing all allocable costs within each fund, will be approved by City Council as part of the biennial budget process.

Application

Cost allocations will be shown as a line item in each fund's budget. Monthly journal entries will be completed by Finance for all funds involved in the City's CAP.

Reconciliation

The Cost Allocation Plan budgeted estimates will be reconciled with actual costs at the end of each year. If the actual costs incurred falls within 5 percent of the amount estimated, no adjustment is needed. However, if the actual costs vary

over 5 percent, a journal entry will be completed, refunding/charging the fund the difference. Reconciliations will not be made if it puts the fund in a negative ending fund balance for the year.

ALLOCATION FACTORS

The following list are *examples* of cost allocation factors the City may utilize. This list is not meant to be all encompassing. Documentation of each cost allocation model is included in the Cost Allocation Plan developed for a budget cycle.

Type	Cost(s) Allocated	Cost Allocation Factor(s)
Accounts Payable	Salaries & Benefits of Accounts Payable Staff	Number of Transactions (Vouchers or Invoices)
GIS Services	Salaries & Benefits of GIS Personnel	Number of Projects, Actual Expenses
Human Resources	Salaries & Benefits of HR Personnel, Other HR Expenditures	Number of Budgeted Staff (FTE)
IT Services	Salaries & Benefits of IT Personnel, IT Expenditures; Maintenance Costs	Number of Service Requests, Number of Computers, Actual Expenses
Maintenance & Janitorial Service	Salaries & Benefits of Facilities Personnel, Other Facilities Expenditures	Square footage
Payroll	Salaries & Benefits of Payroll Staff	Number of Staff (FTE)

EXHIBIT B

City of SeaTac

Financial Policies

Table of Contents

BASIC POLICY STATEMENT	3
APPLICATION AND ADMINISTRATION	4
LINES OF AUTHORITY	5
City Council	5
City Manager	5
Departments	5
GENERAL BUDGET POLICIES.....	7
Budget Preparation	7
Budget Amendments	8
RESERVE POLICIES	10
General Fund.....	10
Enterprise Funds	10
Capital Funds.....	11
Replacement Funds.....	11
Special Revenue Funds.....	11
REVENUE POLICIES	12
General Policy	12
Budgeting	12
Monitoring/Reporting.....	13
EXPENDITURE POLICIES.....	15
General Policy	15
Budgeting	15
PURCHASING AND EXPENDITURE CONTROL	17
ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICIES	18
DEBT	19
INVESTMENTS	19
OTHER POLICES	19

BASIC POLICY STATEMENT

The City of SeaTac is committed to the highest standards of responsible financial management. The City, including the City Council, City Manager, and staff will work together to ensure all financial matters of the City are addressed with care, integrity, and in the best interest of the City.

The safekeeping, proper use and management of City resources are essential to responsible and responsive public service and governance. Standards and best practices for the management of City resources are set forth by entities that include the Internal Revenue Service (IRS), State Legislature, State Auditor's Office (SAO), Department of Revenue (DOR), Government Financial Officers' Association (GFOA), Government Accounting Standards Board (GASB), and the SeaTac Municipal Code (SMC). SeaTac's Financial Policies (Policies) support and augment those provisions.

APPLICATION AND ADMINISTRATION

The rules and procedures contained in this policy are designed to:

1. Protect the assets of the City of SeaTac;
2. Ensure the maintenance of open and accurate records of the City's financial activities;
3. Provide a framework of operating standards and behavioral expectations;
4. Ensure compliance with federal, state, and local reporting requirements; and
5. Provide a means for the City Council to update and monitor these policies with the assistance and cooperation of the City Manager and the Finance and Systems Director.

The use of "shall" or "must" indicates the City's intent to closely adhere to the stated policy. The use of "should" or "may" indicates a preferred approach. These policies serve to guide the City Council while enabling flexibility for the Council to respond to specific circumstances.

LINES OF AUTHORITY

City Council

1. The SeaTac City Council shall adopt the budget by ordinance at the fund level.
2. The Council has the authority to execute such policies as it deems to be in the best interest of the City within the parameters of federal, state, and local law.
3. Transfers of appropriations between departments or funds shall be approved by a budget amendment of the City Council (SMC 3.40.110).

Council Committees

- a. The Administration & Finance Committee (A&F) has the authority to perform reviews of the organization’s financial activity.
- b. The Chair of the A&F Committee, Finance Director, and City Manager, shall act as the Investment Committee to oversee, and supervise the investment of excess funds (SMC 3.40.160).

City Manager

1. The City Manager has primary oversight responsibility for ALL budget expenditures.
2. The City Manager may authorize transfers between individual appropriations within any one department or fund (SMC 3.40.110).
3. The City Manager shall serve on the Investment Committee (SMC 3.40.0160).

Departments

1. Department directors have primary responsibility for formulating budget proposals in line with City Council and City Manager priority direction, and for implementing, monitoring, and reporting once approved.

Finance Department

- a. The Finance Department (Finance) is responsible for coordinating the overall preparation and administration of the City's budget and Capital Improvement Program. Finance assists department staff in identifying budget problems, formulating solutions and alternatives, and implementing any necessary corrective actions.

- b. The Finance Director will exercise a secondary oversight responsibility for ALL budget expenditures. This includes responsibility for both technical errors and errors of judgment, which shall be brought immediately to the attention of the responsible department head and the City Manager.
- c. The Finance Director shall serve on the Investment Committee (SMC 3.40.0160).

GENERAL BUDGET POLICIES

Budget Preparation

1. The City of SeaTac shall prepare and adopt a biennial budget in accordance with Chapter 35A.34 RCW, Ordinance 12-1010, and these Policies. Fiscal years shall begin on January 1 and conclude on December 31. The budget will be prepared on a cash basis. This differs from the financial statements, which are reported on a GAAP basis.
2. The budget shall be prepared in a manner that reflects the full cost of providing services to the extent possible, which includes operating and maintenance costs for capital projects.
3. Ongoing resources shall be equal to or exceed ongoing expenditures. Each City fund budget shall identify ongoing resources that at least match expected ongoing annual requirements.
4. The budget shall account for onetime expenditures associated with an employee's end of employment. The Finance Director shall establish administrative procedures specifying the conditions under which such funds may be expended.
5. The City recognizes the need for participation in, and shall provide funding to area Human Service programs allocating 1.5% of General Fund operating expenditures for this purpose.
6. One-time cash transfers and non-recurring ending fund balances will be applied to reserves or to fund one-time expenditures; they will not be used to fund ongoing programs.
7. On an annual basis, departments will review existing services for relevancy and sustainability before proposing new ongoing services.
8. The City will continuously evaluate and improve process for greater efficiency with a goal of spending 5% less than budgeted each biennium.

Downturns

- a. Short-term (anticipated less than one year) economic downturns and temporary gaps in cash flow: Expenditure reductions or restrictions may be imposed. Expenditures from the General Fund Unassigned Fund Balance, or interfund loans may be used in accordance with the Interfund Loan policy.

- b. Long-term (greater than one year) revenue downturns: Revenue forecasts shall be revised. When long-term revenue downturns are likely, deficit financing (borrowing) is not a preferred fiscal response. Onetime and/or ongoing expenses shall be reduced, new revenues shall be secured, reserve funds may be used or a combination thereof-as necessary, to achieve a balanced budget.

Budget Amendments

1. Provisions for amending the budget during the year in order to address unanticipated needs, emergencies, or compliance with State of Washington budgetary statutes will be provided by Finance. Any budget adjustments requiring City Council approval will occur through a process coordinated by Finance and will occur prior to fiscal year end.
2. Finance will review agenda items with potential fiscal impact submitted for City Council action. The objective of these reviews is to ensure compliance with the budget and disclosure of all fiscal issues to the Council. This information will be presented in the Budget Significance section of each agenda bill.
3. During the Mid-Biennium Review process, departments who have underspent their budgets may request those funds (or a portion thereof) be carried over into the next budget cycle. The department must provide the reason for underspending and estimate the likely continuation of such variances.
4. Requests for funds to be carried over at the end of a biennium budget cycle shall only be for projects or contracts not completed in the previous budget cycle. The department must provide the reason the project was not completed and an estimated completion date.

Decision Cards

- a. Decision Cards shall be required for new program requests in the Preliminary Budget and the mid-biennial modification and shall include a written assessment of:
 - i. How the proposal is consistent with identified City Values.

- ii. Whether the service or program is mandatory (required by law) or discretionary (optional), and whether the service or program can be achieved through other means.
- iii. The degree to which the service or program is fiscally sustainable.

RESERVE POLICIES

General Fund

1. Adequate reserve levels are a necessary component of the City's overall financial management strategy and key factor in external agencies' measurement of the City's financial strength. Collectively, the adopted budget should include General Fund reserve balances equaling not less than *4 months* of the operating expenditures for the fiscal year. The reserves specified by this policy consist of the General Fund Ending Fund Balance.
2. The reserve will be available for unforeseen, urgent, or emergency needs. The reserve is intended to provide for revenue shortfalls; for expenditures deemed necessary by the City Manager and City Council; and temporary short-term interfund loans of a non-recurring nature.
3. City Council authorization shall be required for expenditure of General Fund Reserves.

Enterprise Funds

1. Adequate reserve levels are a necessary component of the overall financial management strategy for enterprise funds such as utilities, and a key factor in external agencies' measurement of the City's financial strength.
2. The City shall maintain reserves in the Enterprise Funds as follows:
 - a. The reserve balance target for the Surface Water Management Utility operations is the amount equivalent to 45 days of total budgeted operating expenses.
 - b. The reserve balance target for the Surface Water Management Utility capital is the amount equivalent to 10% of all Original Asset Values.
 - c. The reserve balance target for the Solid Waste & Environmental Utility operations is the amount equivalent to 30 days of total budgeted operating expenses.
3. City Council authorization shall be required for expenditure of Enterprise Fund Reserves.

Capital Funds

1. The City shall maintain capital reserve funds to provide funding for three years of the six years Capital Improvement Plan, less proprietary fund projects.
2. The use of any reserves within the Capital Improvement Funds shall be approved by the City Council.
3. Monies collected from the sale of assets shall be receipted into the fund where the purchase originated.
4. Contributions to the capital reserve funds will be made as per the budget recommendations set by the City Council.

Replacement Funds

1. The City shall maintain an Equipment Replacement Fund. Annual contributions in the amount necessary to replace the equipment at the end of its useful life shall be included in the operating expenses of departments owning the capital equipment. Life-cycle assumptions and required contributions shall be reviewed as part of the budget process.
2. Replacement reserves shall be established for equipment and computer hardware/software with a value greater than \$5,000, regardless of whether the equipment is acquired via lease, gift or purchase.
3. Equipment and computer hardware/software with a value less than \$5,000, enrollment in the Equipment Replacement Fund is optional and will be at the request of the purchasing Director.
4. Monies collected from the sale of assets carried on equipment replacement schedules shall be receipted to the Equipment Replacement Fund.

Special Revenue Funds

1. Special Revenue Funds are legally restricted for specific purposes. Balances may occur in these Funds but shall not be used for any purpose inconsistent with the Funds purpose until the original purpose for the Fund is achieved.

REVENUE POLICIES

General Policy

1. The City shall maintain revenue categories according to state statute and administrative regulation as described in the State Auditor's Budgetary, Accounting, and Reporting System (BARS).
2. The City shall be sensitive to the balance between the need for services and the City's willingness to raise fees, charges, and taxes to support those services.
3. The City should strive to maintain a diversified mix of revenues in order to maintain needed services during periods of declining economic activity.
4. All potential grants shall be carefully examined for matching requirements. Some grants may not be accepted if the local matching funds cannot be justified. Grants may also be rejected if programs must be continued with local resources after grant funds are exhausted. For more information on grants, refer to Policy CW-016 Grant Application and Acceptance.

Budgeting

1. Revenue estimates should be prepared on an objective basis to minimize the economic fluctuations that could imperil ongoing service programs during the upcoming budget cycle. Revenue increases greater than inflation will require additional documentation.
2. Revenue estimates shall be based on forecasting methods recommended by the Government Finance Officers Association (GFOA) and will likely be conservative rather than aggressive.
3. Revenue forecasts for major revenues (those which represent at least 10% of the General Fund) will develop a "conservative", "optimistic" and "best estimate" forecast and the rationale. The forecasts presented shall be based on the best information available at the time and references to the sources of information used in the estimates will be made available.

Taxes

1. The City Council shall not increase the regular property tax levy if General Fund reserves are in excess of the target General Fund reserve policy.

2. All regular property tax revenues will be allocated to support General Fund services unless there is a ballot measure approved by the voters that directs a certain amount of the property tax capacity be used for other City services.
3. Sales tax revenues are designed to support general government operations and will be allocated to the General Fund. Certain sales tax revenue sources may be identified and allocated to other Funds as directed by the City Council.

Fees

1. The City shall develop and maintain a comprehensive schedule of fees and charges. City fees and charges should be reviewed in connection with each biennial budget by general type as described below:
 - a. Development-related fees (land use, building and property, and engineering fees) shall be established by ordinance; adjusted for inflation and periodically subjected to a comprehensive rate analysis. Development related fees should be based on recovering costs of permitting and inspection services.
 - b. Recreation and park use fees shall be set by the Director of Parks, Community Programs & Services within ranges established by ordinance.
 - c. General fees (such as rental rates, copy charges, and other miscellaneous fees) shall be established by ordinance. These services should charge fees to assist in making these services self-supporting.
 - d. Utility fees shall be set by ordinance, and set at a level necessary to support the costs of services in the fund and to maintain long-term financial stability. To insure that the enterprise funds remain self-supporting, fee and rate structures shall fully fund the direct and indirect costs of operations, maintenance, debt service, depreciation, and reasonable system extensions.

Monitoring/Reporting

1. The City will review contracts and leases which result in revenues to the City annually in order to provide for careful evaluation by the City Council.

2. Periodic financial reports shall include trend analysis of the City's primary sources of revenue.

EXPENDITURE POLICIES

General Policy

1. The City shall maintain expenditure categories according to state statute and administrative regulation as described in the State Auditor's Budgetary, Accounting, and Reporting System (BARS).
2. Emphasis shall be placed on improving productivity, workplace innovation, program evaluation, and alternative means of service delivery rather than adding to the work force. The City shall invest in technology and other efficiency tools to ensure high productivity. The City may hire additional staff only after the need of such positions has been demonstrated and documented, including assessment of alternative measures, such as contracting for professional services and partnering with other agencies/organizations.

Budgeting

Operating/On-Going

1. The City shall authorize only those ongoing, operating expenditures that may be supported by ongoing operating revenues. Before the City undertakes any agreements that would create fixed, ongoing expenses, the cost implications of such agreements shall be fully determined for current and future years with the aid of strategic financial planning models.
2. All compensation planning and collective bargaining will focus on the total cost of compensation which includes direct salary, health care benefits, pension contributions, and other benefits of non-salary nature which are a cost to the City.
3. Budget surpluses resulting from vacant positions should not be used as justification to increase expenses for operational or capital expenditures purposes.
4. Enterprise Fund expenditures shall be fully supported by their own rates, fees, and charges, not subsidized by the General Fund. The Enterprise Funds shall pay their share of overhead costs and services provided by the General Fund.

5. The City shall assess funds for services provided internally by other funds. The estimated cost of service shall be budgeted as an expense to the fund benefiting from the service and the cost of the service shall be recognized as revenue to the providing fund. A review of the method for determining the amount of the interfund assessment shall be reviewed periodically. For more information, refer to the City's Cost Allocation Policy.

One-Time/Capital

1. Capital expenditures may be funded from one-time revenues, but the operating budget expenditure impacts of capital expenditures shall be reviewed for compliance with this policy provision.

PURCHASING AND EXPENDITURE CONTROL

(RCW 42.24.180, SMC 3.31, Resolution 07-014, and Section 3.8.5 of the State Budgeting Accounting & Reporting System (BARS) Manual

1. It is the general policy of the City that all expenditures be rationally related to a public purpose and be reasonable in the amount and nature. All significant purchases should be made only after an effort to compare prices and alternatives from more than one vendor.
2. Non-employees such as volunteers are required to get prior authorization from staff before making purchases.
3. All purchase orders and/or invoices will be signed by the responsible department head or his/her designee (or City Manager), and reviewed by the appropriate personnel in Finance for budget authority and proper coding.
4. Invoices for the costs of public utilities, telephone, postage, copy machine expenses, and others shared by more than one department will be reviewed and approved by the Finance Director or his/her designee.
5. The Finance Director is authorized to sign budgeted and approved contract interval payments even though they may exceed his/her signing authority. E.g. Police Services.
6. Purchases for the current fiscal year must be received prior to the end of the calendar year in order to be included in the current biennium budget. Otherwise they will be charged to the next fiscal year.
7. All expenditures/expenses shall be pre-audited and certified by the Finance Director or designee prior to submitting them to the City Council.
8. The accounts payable process occurs on the 5th and 20th of each month. City Council approval will occur at the following Council meeting.
9. If the City Council at the subsequent Council meeting (after review), disapproves any such checks, the disapproved claims will be recognized as a receivable of the City and collections of said receivable will be diligently pursued until the amounts disapproved are collected or until the Council is satisfied and approves the claims.

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICIES

1. The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall City goals and objectives will be met and to assure the City's partners and investors that the City is well managed and fiscally sound.
2. The City will maintain its accounting records in accordance with state and federal law and regulations. Budgetary reporting will be in accordance with the state's budget laws and regulations. The City will report its financial condition and results of operations in accordance with state regulations and generally accepted accounting principles (GAAP) applicable to governments.
3. The City will minimize the number of funds. The funds will be categorized in accordance with GAAP for reporting purposes.
4. Quarterly financial reports shall be prepared by the Finance Department and reported to the Administration & Finance Committee for the purpose of monitoring forecasted, budgeted, and actual revenues and expenditures.
5. In instances when combined, actual revenues are less than combined, budgeted revenues for a period of two consecutive quarters, the City Manager shall put forth to the Administration & Finance Committee a proposed budget amendment that responds to the underperformance of revenues. The City Manager's proposed budget amendment shall include an updated financial forecast and a written description of the anticipated changes to performance measures, program outcomes, and levels of service. This policy shall not preclude the City Manager from initiating corrective action pursuant to his/her administrative authorities prior to action by the City Council. The recommendation of the Administration & Finance Committee shall be forwarded to the City Council.
6. The State Auditor will annually perform a financial and compliance audit of the City's financial statements.

DEBT

1. The city will conservatively manage debt obligations within the statutory limits for debt capacity.

INVESTMENTS

1. The City's Investment practices shall be in accordance with SMC 3.40 and the Investment Policy.

OTHER POLICES

Other polices referenced in this document but listed under separate cover include:

1. Grant Application & Acceptance (CW-016)
2. Cost Allocation
3. Interfund Loans
4. Purchasing Policies and Procedures (SMC 3.31)
5. Travel Expense Policy
6. Use of City Credit Cards (CW-007)
7. Cash Receipting and Cash Handling Procedures
8. Continuing Property (CW-012)
9. Investment Policy (SMC 3.40.220)

RESOLUTION NO. 18-018

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing signature authority for identified City officials on Federal funding reimbursement requests.

WHEREAS, federal grant requirements have been consolidated and detailed in 2 CFR 200 “SuperCircular”; and

WHEREAS, the changes included in the CFR directly affects the signature authority on reimbursements requests; and

WHEREAS, 2 CFR 200.415(a) states, “to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows”:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)”;

and

WHEREAS, the City Council finds that is appropriate to authorize the City Manager, Public Works Director, Parks, Community Services and Programs Director, Community and Economic Development Director, and Police Chief signature authority on Federal reimbursement requests;

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

Section 1. The City Manager, Public Works Director, Parks, Community Services and Programs Director, Community and Economic Development Director, and Police Chief are hereby granted authority to sign federal reimbursement requests on behalf of the City, and legally bind the City of SeaTac to comply with the terms and conditions of the associated Federal grant awards per 2 CFR 200.415(a).

Section 2. This Resolution is effective immediately upon passage.

PASSED this 27th day of November, 2018 and signed in authentication thereof on this 27th day of November 2018.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Signature Authority—Federal Funding]

RESOLUTION NO. 18-019

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring real property located at 15221 – 15245 International Blvd. S. and 3261 S. 152nd St. as surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement with the CAP Acquisitions, LLC (Inland Group), for its disposal.

WHEREAS, the City owns certain real property located at 15221 – 15245 International Blvd. S. and 3261 S. 152nd St (King County parcel numbers 004300-00132, 004300-0015, 004300-0018, 004300-0019, 004300-0093), which is also referred to as the SeaTac Center properties; 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 of \$73.88/sq. ft. for the purpose of developing the property with approximately 665 units of workforce and market-rate housing and approximately 30,000 sq. ft. of commercial space; and

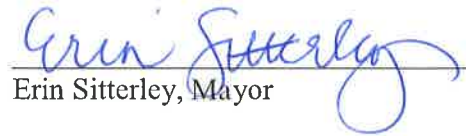
WHEREAS, the City Council desires to sell the property to CAP Acquisitions, LLC, pursuant to a purchase and sale agreement; and

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 15221 – 15245 International Blvd. S. and 3261 S. 152nd St (King County parcel numbers 004300-00132, 004300-0015, 004300-0018, 004300-0019, 004300-0093), surplus to the needs of the City.
2. The City Manager is authorized to execute a purchase and sale agreement with the CAP Acquisitions, 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 13th day of December, 2018 and signed in authentication thereof on this 13th day of December, 2018.

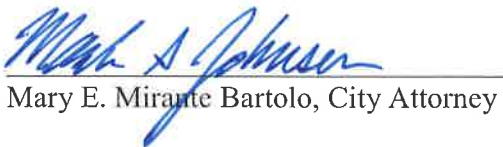
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Sale of SeaTac Center properties]

While it was determined Resolution #18-019 was passed at the 12/13/18 SCM, the vote was disrupted. The vote was confirmed at the 12/18/18 SCM.

(DRAFT) PURCHASE AND SALE AGREEMENT

DATE: _____, 2018

SELLER: City of SeaTac,
a Washington municipal corporation
Address: 4800 South 188th Street
SeaTac, WA 98188
Attention: City Manager
Telephone: (206) 973-4381
Email: jscorcio@seatacwa.gov

With copies to:

City of SeaTac
Address: 4800 South 188th Street
SeaTac, WA 98188
Attention: City Attorney
Telephone: (206) 973-4631
Email: mmbartolo@seatacwa.gov

and

Alston, Courtnage & Bassetti LLP
Address: 1420 Fifth Avenue, Suite 3650
Seattle, WA 98101-4011
Attention: Andrew B. Bassetti
Telephone: (206) 623-7600
Email: abasse@alcourt.com

BUYER: CAP Acquisitions, LLC,
a Washington limited liability company
Address: 120 W. Cataldo Ave., Suite 100
Spokane, Washington 99201
Attention: Scott Morris
Telephone: (509) 321-3201
Email: scottm@inlandconstruction.com

ESCROW AGENT: Chicago Title of Washington
Address: 701- 5th Avenue, 23rd Floor
Seattle, WA 98104
Escrow Officer: Mike Costello
Telephone: (206) 628-5619
Facsimile: (206) 628-9737
Email: Michael.Costello@ctt.com

PROPERTY: Real property located in the City of SeaTac, State of Washington, consisting of all or portions of King County Assessor's parcel numbers 0043000013, 0043000015, 0043000018, 0043000019, 0043000093, 0043000100 estimated to be approximately 4.5 +/- acres (hereinafter collectively the "**Property**" -- the legal description and a map of which is attached hereto as Exhibit A). During the Feasibility Contingency Period, Buyer shall survey and define/describe the Property that Buyer desires to purchase, which shall be subject to Seller's approval. Upon Buyer's and Seller's mutual agreement as to the Property, this Agreement shall be amended prior to the expiration of the Feasibility Contingency Period to reflect the exact legal description of the Property (as well as the exact Purchase Price, in accordance with Article 2.1 below). Prior to Closing, the Property shall be segregated and consolidated through a lot consolidation, boundary line adjustment and/or short plat (or similar process) that shall be processed by Buyer, but with Seller's cooperation, so that the Property may be conveyed at Closing in accordance with this Agreement. The Property shall also include all improvements, rights and privileges appurtenant to the Property, all of which are agreed to be and constitute a part of the Property.

EXHIBITS: Exhibit A – Legal Description of Property
Exhibit B – List of Due Diligence Materials

ARTICLE 1 AGREEMENT OF THE PARTIES

1.1 Agreement. In consideration of the mutual promises and covenants set forth in this Agreement, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement.

1.2 Effectiveness of Agreement; Opening Date. This Agreement shall be effective when both Buyer and Seller have executed this Agreement. The "**Opening Date**" shall be the date on which Escrow Agent receives a fully executed copy of this Agreement and the earnest money deposit required by **Section 2.2(a)**. Promptly upon receipt of those items, Escrow Agent shall notify Buyer and Seller in writing of the Opening Date.

ARTICLE 2 PURCHASE PRICE AND PAYMENT TERMS

2.1 Purchase Price. The total purchase price for the Property is Seventy-Three and 88/100 Dollars (\$73.88) per square foot of Property (the "**Purchase Price**").

2.2 Payment. The Purchase Price shall be paid by Buyer as follows:

(a) Initial Earnest Money. Within three (3) days following the date of execution of this Agreement by both Buyer and Seller, Buyer agrees to deposit in escrow the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) as an earnest money deposit (the "**Earnest Money**").

(b) Cash Payment at Closing. On or before the Closing, Buyer agrees to deposit in escrow the balance of the Purchase Price by wire transfer of immediately available funds to the account of Escrow Agent.

2.3 Earnest Money Provisions.

(a) Manner of Payment; Deposit. The earnest money deposit required by this Agreement shall be made by cashier's check payable to Escrow Agent or by wire transfer of ready funds to the account of Escrow Agent. Escrow Agent is instructed to deposit such payment in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution.

(b) Interest. Interest earned on the earnest money deposit shall be retained in the escrow until the Closing, at which time such interest shall be applied to and included as part of the payment of the Purchase Price; *provided, however*, that if this Agreement is cancelled, the interest shall be paid to the party entitled to receive the earnest money.

(c) Disposition of Earnest Money.

(i) If the escrow closes, all Earnest Money shall be credited against the Purchase Price.

(ii) If the Agreement is cancelled and, pursuant to the terms of this Agreement, Seller becomes entitled to receive and retain the Earnest Money, Escrow Agent shall immediately pay to Seller all Earnest Money deposits then in escrow.

(iii) If the Agreement is cancelled and, pursuant to the terms of this Agreement, Buyer becomes entitled to a return of the Earnest Money, Escrow Agent shall immediately refund to Buyer all Earnest Money deposits then in escrow.

(d) Non-Refundable Nature of Earnest Money. Following the expiration of the Financing Contingency Period, the Earnest Money shall be non-refundable, except as otherwise expressly provided in this Agreement.

2.4 Disbursements. At Closing, all amounts paid by Buyer on account of the Purchase Price, less any closing costs payable by Seller, shall be disbursed to Seller.

ARTICLE 3 ESCROW

3.1 Establishment of Escrow; Escrow Instructions. Immediately upon execution of this Agreement by both parties, Buyer will deliver a fully executed copy of this Agreement to Escrow Agent. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of additional escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of such additional escrow instructions, the terms of this Agreement shall control.

3.2 Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, cancel or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.

3.3 Cancellation Charges. If the escrow fails to close because of Seller's default, Seller shall be liable for all customary escrow cancellation charges. If the escrow fails to close because of Buyer's default, or because Buyer elects to terminate this Agreement for reasons other than a default by Seller, Buyer shall be liable for all customary escrow cancellation charges. If the escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of all customary escrow cancellation charges.

3.4 IRS Reporting. Escrow Agent agrees to be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended (the "**Code**") with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

3.5 Insured Closing Letter. If Escrow Agent does not issue its own title insurance policies, but acts as an agent for an underwriter, as a condition to Escrow Agent acting as such, Escrow Agent shall cause its underwriter to issue to the parties a closing protection letter or insured closing service in written form satisfactory to Buyer, within five (5) days following the Opening Date.

ARTICLE 4

INFORMATION TO BE PROVIDED TO BUYER

4.1 Information and Other Items to Be Provided to Buyer. Within the time periods set forth below, Seller will provide Buyer with the following (the "**Due Diligence Materials**"):

(a) Survey. Within five (5) business days following the Opening Date, Seller shall delivery to Buyer a copy of Seller's existing ALTA/ACSM survey of the Property (the "**Survey**"). The Survey shows all easements, encroachments, and other matters affecting the Property. Buyer may cause, at its expense, the Survey to be updated and certified to be accurate, complete and correct to Buyer, Seller and Escrow Agent.

(b) Title Report. As soon as commercially reasonable following the Opening Date, a current preliminary title report or commitment for title insurance (the "**Title Report**") on the Property prepared by Escrow Agent. The Title Report will show the status of title to the Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report (which may be provided by hyperlinks in the Title Report) to the extent legible copies are available.

(c) Studies and Reports. Within five (5) business days following the Opening Date, copies of the reports and other information listed on Exhibit B attached.

(d) Commercial Leases. Within five (5) business days following the Opening Date, copies of all leases, occupancy agreements, or other agreements by which third parties have an interest in or right to use the Property (the "**Commercial Leases**").

Buyer further acknowledges that some of the Due Diligence Materials may have been prepared by third parties and may have been prepared prior to Seller's ownership of the Property, and other than the representations and warranties expressly made by Seller in this Agreement or any document delivered by Seller at Closing, Seller has not made and does not make any other representation or warranty regarding the truth, accuracy or completeness of the Due Diligence Materials.

4.2 Retention or Return of Information. If this Agreement is cancelled or terminated for any reason whatsoever, all of the Due Diligence Materials will be returned to Seller; otherwise, Buyer may retain such Due Diligence Materials. In the event this Agreement and the escrow are terminated by Buyer or as a result of a Buyer default, Buyer shall promptly assign to Seller, and provide to Seller without charge, copies of all third-party due diligence studies, reports, test results, engineering materials, surveys, maps, plats, and other materials prepared by or on behalf of Buyer with respect to the physical condition, zoning or entitlement status of the Property, and Buyer shall assign to Seller any applications for rezoning, plat approval or other entitlements for the Property.

4.3 Right to Enter and Inspect the Property. During the period from the date of execution of this Agreement by Buyer and Seller until the earlier of the Closing or cancellation of this Agreement, Seller grants Buyer the non-exclusive right and license for Buyer and Buyer's representatives, agents, and contractors to enter upon the Property for the purposes of investigating and inspecting the Property and performing tests, studies and analyses with respect to the Property, subject to the rights of tenants of the Property. However, Buyer may not enter the Property without giving Seller advance written notice of what tests, studies or analyses Buyer intends to have performed and when and where such tests, studies or analyses will be performed. Seller shall have the right to have a representative present for all such activities. In addition to the foregoing, prior to entering the Property, Buyer shall have in effect, at all times when Buyer is authorized to come on the Property, commercial general liability insurance in a minimum amount of at least \$2,000,000, combined single limit per occurrence, insuring Buyer against claims for personal injury, death, and property damage or destruction, and naming Seller as a primary, non-contributing additional insured. Buyer agrees to indemnify, defend, and hold harmless Seller and its Related Parties for, from, and against any and all Claims arising out of Buyer's exercise of the rights granted by this Section, including, without limitation, any Claims relating to mechanics' or materialmen's liens. If this Agreement is cancelled by either Buyer or Seller, Buyer agrees, at its expense, to promptly refill holes dug and otherwise to repair any damage to the Property as a result of its activities pursuant to this Section. With respect to any inspection or investigation that will require excavations, borings or drilling, or any other invasive activities on the Property (generally, "**Invasive Testing**"), Buyer shall submit to Seller a written plan describing such Invasive Testing in reasonable detail (an "**Invasive Testing Plan**") for Seller's written approval, such approval not to be unreasonably withheld. Buyer may not proceed with any Invasive Testing unless Seller has expressly approved in writing the Invasive Testing Plan, and Buyer shall conduct all Invasive Testing in compliance with the Invasive Testing Plan approved by Seller. Seller shall have the right to have a representative of Seller observe any testing activities and to request and receive split samples of any materials collected for analysis by or for Buyer. Buyer shall restore the

Property to substantially its condition immediately prior to any Invasive Testing promptly after the Invasive Testing is completed, but not later than five (5) days after any disturbance or damage occurs. In entering upon the Property, conducting inspections, and communicating with tenants, Buyer and its representatives will not: (i) disturb the tenants or unreasonably interfere with their use of the Property; (ii) interfere with the operation and maintenance of the Property; (iii) damage any part of the Property or any personal property owned or held by any tenant or any other person or entity; (iv) injure or otherwise cause bodily harm to Seller or any tenant, or any other person or entity; or (v) permit any liens to attach to the Property by reason of the exercise of Buyer's rights under this **Section 4.3**.

ARTICLE 5 CONDITIONS TO CLOSING

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligations to close this transaction are subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Title Review. Buyer is satisfied with the status of title to the Property as disclosed by the Title Report and the Survey. In that regard:

(i) Buyer shall have thirty (30) days (the "**Review Period**") following receipt of the Title Report in which to review and to give Seller and Escrow Agent written notice of any title exception which is unacceptable to Buyer ("**Buyer's Objection Notice**"), in Buyer's sole and absolute discretion (each such matter or exception, a "**Disapproved Matter**"). If, prior to Closing, Escrow Agent issues a supplemental or amended title report showing additional title exceptions (an "**Amended Title Report**"), Buyer shall have five (5) days from the date of receipt of the Amended Title Report and a copy each document referred to in the Amended Title Report in which to give notice of dissatisfaction as to any additional Disapproved Matters (a "**Supplemental Review Period**"). If Buyer does not object to an exception to title as disclosed by the Title Report or an Amended Title Report within the applicable time period, such matter or exception shall be deemed to have been approved by Buyer.

(ii) If Buyer timely notifies Seller and Escrow Agent of its Disapproved Matter(s), Seller shall, within ten (10) business days following Seller's receipt of Buyer's written notice of Disapproved Matter(s), notify Buyer and Escrow Agent in writing that: (A) Seller will remove or correct such Disapproved Exceptions as of or before the Closing; or (B) will not remove any or certain specified Disapproved Matter(s). If Seller does not respond within such period, Seller shall be deemed to have elected option (B) above.

(iii) If Seller notifies Buyer in writing that it is unable or unwilling to have the Disapproved Matter(s) removed or is otherwise unable to cure some or all of the Disapproved Matter(s) to Buyer's satisfaction, then prior to the expiration of the Feasibility Contingency Period, Buyer may elect either:

(A) To terminate this Agreement and receive all Earnest Money then in Escrow (and any interest earned thereon) and thereafter the parties shall have no further

rights or obligations under this Agreement except those rights which specifically survive termination; or

(B) to take title subject to the Disapproved Matter(s). If Buyer does not respond prior to the expiration of the Feasibility Contingency Period, Buyer shall be deemed to have elected this option (B).

(iv) Notwithstanding anything in this Agreement to the contrary, title to the Property shall be delivered to Buyer at the Closing free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes not yet due and payable) voluntarily placed on the Property by Seller and such monetary liens and encumbrances shall be released from the Property by Seller at Seller's sole expense on or before the Closing. All such liens and encumbrances are disapproved for the purposes of this Section, and Buyer need not give any further notice of disapproval as to those items.

(v) The matters shown in the Title Report and any Amended Title Report (other than standard printed exceptions and exclusions that will be included in the title policy) that are approved or deemed approved by Buyer in accordance with this **Section 5.1(a)**, the Survey matters that are approved or deemed approved by Buyer, and any other matters approved by Buyer in writing, are referred to in this Agreement as the "**Approved Title Exceptions**".

(b) Buyer's Feasibility Contingency. For a period ending at five o'clock p.m. Pacific Time on the ninetieth (90th) day following the date that both Buyer and Seller have executed this Agreement (the "**Feasibility Contingency Period**"), Buyer will have the absolute right to cancel this Agreement for any reason whatsoever, in Buyer's sole and absolute discretion, including, but not limited to, the feasibility of the Property for Buyer's intended purpose (the "**Feasibility Contingency**"). However, until Buyer cancels, Buyer will proceed in good faith with Buyer's preliminary investigatory steps with respect to this transaction. If Buyer fails to give Seller a written notice of cancellation and/or waiver of the Feasibility Contingency prior to the expiration of the Feasibility Contingency Period, then Buyer will be deemed to have elected to cancel the Agreement under this provision and the Earnest Money shall be returned to Buyer.

(c) Buyer's Financing Contingency. For a period ending at five o'clock p.m. Pacific Time on the sixtieth (60th) day following Buyer's waiver of the Feasibility Contingency (the "**Financing Contingency Period**"), Buyer will have the absolute right to cancel this Agreement if Buyer, in Buyer's sole and absolute discretion, deems that it is unable to secure satisfactory financing, on terms acceptable to Buyer, to develop the Property for Buyer's intended purpose (the "**Financing Contingency**"). If Buyer fails to give Seller a written notice of cancellation and/or waiver of the Financing Contingency prior to the expiration of the Financing Contingency Period, or if Buyer fails to make the Additional Earnest Money Payment described in Section 5.1(b)(i), then Buyer will be deemed to have elected to cancel the Agreement under this provision and the Earnest Money shall be returned to Buyer.

(i) Prior to providing written notice of the cancellation and/or waiver of the Financing Contingency, Buyer shall deposit in escrow the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) as an additional earnest money deposit (the

"Additional Earnest Money Payment") with the Escrow Agent. The Additional Earnest Money Payment shall be non-refundable when paid, but shall be credited to the Purchase Price at Closing.

(d) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the transactions contemplated by this Agreement.

(e) Truthfulness of Representations. Seller's representations and warranties set forth in this Agreement are true, complete and correct in all material respects on and as of the Closing *provided, however*, that if Buyer receives actual knowledge that any representation or warranty of Seller in **Section 7.1(c)** is not true, complete and correct in any material respect as of the Closing and does not elect to cancel the Agreement as permitted by this **Section 5.1**, then the representation or warranty will be deemed to have been amended to conform to the knowledge of Buyer.

(f) Full Compliance. Seller has fully performed all of its obligations to be performed by Seller pursuant to this Agreement on or before Closing.

If any of the foregoing conditions are not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Buyer, Buyer may, by written notice to Seller given at any time prior to Closing, cancel this Agreement. Upon such cancellation, Buyer shall be entitled to a return of the Earnest Money.

5.2 Conditions to Seller's Obligation to Close. Seller's obligation to close this transaction is subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent shall be prepared to close the transactions contemplated by this Agreement.

(b) Truthfulness of Representations. Buyer's representations and warranties set forth in this Agreement are true, complete and correct in all material respects on and as of the Closing.

(c) Full Compliance. Buyer has fully performed all of its obligations to be performed by Buyer pursuant to this Agreement on or before Closing.

(d) Development Agreement. Buyer and Seller shall have agreed on the form of the Development Agreement.

(e) The SeaTac City Council shall have approved the execution, delivery and performance of the Development Agreement.

5.3 Mutual Contingency - Development Agreement. In addition to the other conditions set forth in this Agreement, the obligations of Seller and Buyer to consummate the transactions contemplated by this Agreement shall be subject to their agreement, prior to the end of the Financing Contingency Period, on the form and content of development agreement (the "**Development Agreement**") which will include, among other provisions (a) a development plan for the Property, (b) time lines which Buyer must satisfy related to the development of the Property,

(c) a right for Seller to repurchase the Property from Buyer if Buyer fails to meet the times lines for the development of the Property at a price to be specified in the Development Agreement, (d) a right of first refusal to purchase all of the Property if Buyer seeks to sell the Property prior to the date Buyer commences construction of its proposed development of the Property pursuant to the development plan described in the Development Agreement, (e) such other terms and conditions as the parties may determine. The Development Agreement shall be recorded at Closing and shall be an Approved Title Exception. If Buyer and Seller have not agreed on the form of the Development Agreement prior to the expiration of the Financing Contingency Period, then unless otherwise agreed in writing by Buyer and Seller, this Agreement shall terminate at the end of the Financing Contingency Period.

ARTICLE 6 CLOSING

6.1 Time of Closing. The Closing of this transaction and escrow (referred to in this Agreement as the "**Closing**") shall occur in the offices of the Escrow Agent no later than one hundred fifty (150) days following Buyer's waiver of the Financing Contingency; however, Buyer may extend the Closing a total of four (4) times, each time for a period of thirty (30) days, by depositing ~~an additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)~~ earnest money ("**Extension Earnest Money**") with Escrow Agent. ~~Each \$25,000 extension payment~~Extension Earnest Money shall be non-refundable when paid, but shall be credited to the Purchase Price at Closing. The amounts of the Extension Earnest Money payments shall be as follows:

(a) An additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for the first thirty (30) day extension;

(b) An additional Fifty Thousand and 00/100 Dollars (\$50,000.00) for the second thirty (30) day extension;

(c) An additional Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for the third thirty (30) day extension

~~(a)~~(d) An additional One-Hundred Thousand and 00/100 Dollars (\$100,000.00) for the fourth thirty (30) day extension.

6.2 Closing Statements. Prior to Closing, Escrow Agent will prepare separate closing settlement statements for Seller and Buyer, reflecting the various charges, prorations and credits applicable to such party, as provided in this Agreement. Prior to Closing, Seller shall have the right to review and approve its closing settlement statement to ensure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Seller, as approved by Seller, is referred to in this Agreement as the "**Seller Closing Settlement Statement**". Prior to Closing, Buyer shall have the right to review and approve its closing settlement statement to ensure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Buyer, as approved by Buyer, is referred to in this Agreement as the "**Buyer Closing Settlement Statement**".

6.3 Seller's Closing Documents. On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A Bargain and Sale Deed (the "**Deed**") in the form provided for in RCW Section 64.04.040, conveying the Property to Buyer, subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose. Water rights, if any, shall be excluded from the coverage of the Deed warranties and shall be transferred by quitclaim only;

(b) A real estate excise tax affidavit in the form required by King County;

(c) A certification to Buyer, signed by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the related Treasury Regulations;

(d) A counterpart of the Development Agreement and the Memorandum of Development Agreement; and

(e) Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

6.4 Buyer's Closing Documents. On or before the Closing, Buyer shall deposit into escrow the following documents for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A real estate excise tax affidavit in the form required by King County; and

(b) A counterpart of the Development Agreement and the Memorandum of Development Agreement; and

(c) Such other documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.

6.5 Title Policies.

(a) Standard Owner's Coverage. Promptly following the Closing, Seller shall cause Escrow Agent to provide Buyer with a standard owner's policy of title insurance issued by Escrow Agent (the "**Title Insurer**") in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies and to the Approved Title Exceptions. The premium for a standard owner's title insurance policy shall be paid by Seller at Closing.

(b) Extended Coverage. At any time prior to Closing, Buyer may elect to receive an extended coverage owner's policy and may request title insurance endorsements not otherwise provided by Seller in accordance with **Section 5.1(a)(ii)**, in which case Buyer shall be responsible for satisfying, at its cost and prior to Closing, Title Insurer's requirements for such additional coverage or endorsements, and at Closing, Buyer shall pay the difference between the premium for such policy and any endorsements requested by Buyer and the premium for a standard coverage policy in the amount of the Purchase Price. In no event shall the Closing be conditional upon or extended because of Buyer's election of extended coverage or such special endorsements.

6.6 Closing Costs and Prorations.

(a) Escrow Charges. Upon the Closing, Seller and Buyer each agree to pay one-half of the escrow charges of Escrow Agent.

(b) Recording Fees; Excise Tax. Fees for recording the Deed will be paid by Seller. All other recording fees will be paid by Buyer. Buyer acknowledges Seller is currently exempt from the payment of any excise tax because the Seller is a governmental entity.

(c) Prorations. Buyer acknowledges the Property is currently exempt from the payment of real estate taxes and assessments because Seller is a governmental entity. Buyer shall be responsible for the payment of real estate taxes and assessments from and after the date of the Closing. With respect to any other fees related to the Property from which Seller is not exempt (e.g., storm water fees, conservation fees and noxious weed fees), such fees shall be prorated in escrow as of the Closing, based upon the latest available information. If, at the Closing, the actual fees to be prorated are not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual statements, Buyer and Seller shall re-prorate such fees among themselves and make any necessary adjusting payments. All prorations and/or adjustments called for in this Agreement will be made on the basis of a 30-day month and actual days elapsed unless otherwise specifically agreed in writing by Seller and Buyer.

(d) Miscellaneous Closing Costs. Any other closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice as determined by Escrow Agent or agreed in writing by Seller and Buyer.

(e) Method of Payment. All closing costs and commissions payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer shall deposit with Escrow Agent cash in an amount sufficient to pay all closing costs payable by Buyer.

6.7 Payments and Disbursements to Be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Seller Closing Settlement Statement or the Buyer Closing Settlement Statement, as appropriate. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as set forth in the Seller Closing Settlement Statement and the Buyer Closing Settlement Statement.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations.

(a) Nature of Seller's Representations. Each of the representations and warranties of Seller contained in this **Section 7.1** constitutes a material part of the consideration to Buyer and Buyer is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Seller, will be true and accurate as of the Closing and will survive the Closing, subject to the provisions of **Section 5.1(e)**, **Section 7.1(d)**, and **Section 11.8(c)**.

(b) Representations and Warranties as to Seller and the Transaction. Seller represents and warrants to Buyer as follows:

(i) Seller. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington, and has full power and authority to enter into and to perform its obligations under this Agreement. Subject to the approval of this Agreement by the SeaTac City Council, the persons executing this Agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement. Seller is not a "foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, and Seller shall execute an affidavit at Closing, in form acceptable to Buyer, confirming such matters.

(ii) Enforceable Nature of Agreement. Subject to the approval of this Agreement by the SeaTac City Council, this Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

(iii) Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of (A) to Seller's Knowledge, the terms of any law, rule, ordinance, or regulation or of (B) any decree, judgment or order to which Seller is a party now in effect from any court or governmental body. To Seller's Knowledge, there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under any indenture, mortgage, lease,

agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

(c) Representations and Warranties Relating to the Property. Seller represents and warrants to Buyer that, except as disclosed in the Due Diligence Materials:

(i) To Seller's Knowledge, there is no claim, action, suit, proceeding or investigation pending or threatened before any agency, court or other governmental authority which relates to the ownership, use, or title to the Property or any portion thereof, including without limitation any eminent domain proceeding.

(ii) To Seller's Knowledge, no special or general assessments have been levied or are threatened against any part of the Property, except for assessments which are presently of record against the Property or are otherwise disclosed in the Title Report or the Due Diligence Materials.

(iii) To Seller's Knowledge, the Property is not subject to any special tax classification (such as a forestry, agricultural or open space tax classification) that would trigger any compensating tax if Buyer does not continue the special tax classification.

(iv) At Closing the Property will be free and clear of all monetary liens and encumbrances, other than the title exceptions set forth in the Title Report that are approved by Buyer.

(v) To Seller's Knowledge, except for the Commercial Leases (defined in **Section 4.1(d)** above), there are no leases, tenancies, rights of parties in possession, options, rights of first refusal, occupancy agreements, licenses, or other rights or agreements by which third parties have an interest in or right to use the Property. ~~There are eleven (11) Commercial Leases, all of which are month-to-month tenancies that may be terminated by Seller upon thirty (30) days' written notice.~~

(vi) To Seller's Knowledge, water, sewer, gas, electricity, telephone, drainage and other utilities and systems are installed across public property to the boundary lines of the Property.

(vii) To Seller's Knowledge, no services, material or work have been supplied to the Property for which payment is past due.

(viii) Except as otherwise disclosed in the Due Diligence Materials, to Seller's Knowledge, no Hazardous Substances have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property in violation of applicable law, nor has Seller received notice from any agency or department of the State of Washington, the U.S. Government or any other governmental body concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances on the Property. As used herein, the term "Hazardous Substances" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response

Compensation and Liability Act of 1980, as amended, 42 U.S. C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes.

(ix) Seller has received no written notice of any claims, actions, suits or governmental investigations or proceedings existing or threatened against or involving the Property (including, without limitation any condemnation or eminent domain proceeding).

(x) Seller has not received any written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Seller, and none is contemplated by Seller.

(xi) Seller has not entered into any other contracts for the sale of the Property to any other parties, nor do there exist any rights of first refusal or options to purchase the Property.

(d) Seller's Knowledge. For purposes of this Agreement, "**Seller's Knowledge**" means facts or circumstances actually known to Steve Pilcher ("**Seller's Representative(s)**") who Seller represents are the most knowledgeable regarding the Property, without any duty on the part of Seller's Representative(s) to perform any investigation or make any inquiries. Seller's Knowledge does not include knowledge that may be imputed to Seller's Representative(s), or that may otherwise be imputed to Seller or Seller's Representative(s). In no event shall Seller's Representative have any personal liability for any of the obligations of Seller under this Agreement, including the representations and warranties of Seller.

(e) Survival. The representations and warranties made in this Agreement by Seller shall be continuing, and shall be deemed remade by Seller as of the date of Closing with the same force and effect as if in fact specifically remade at that time. All representations and warranties made in this Agreement shall survive the Closing for a period of twelve (12) months and shall not merge into any instrument of conveyance delivered at the Closing. Seller shall not knowingly take any action which causes the representations and warranties in this Agreement to be untrue or incorrect at Closing in any material respect. If prior to Closing Seller comes to have actual knowledge of a fact or circumstance that would render a representation or warranty by Seller in this Agreement inaccurate in any material respect when made, Seller shall promptly advise Buyer thereof in writing. Seller shall use commercially reasonable good faith efforts to take corrective action to remedy any such defects as soon as reasonably possible. If Buyer has actual knowledge that any of Seller's representations or warranties shall be untrue and incorrect at Closing in any material respect, then Buyer may in its sole discretion, by written notice to Seller either (i) proceed with this transaction, accepting the applicable representation or warranty as being modified by the change in facts or circumstances, or (ii) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be returned to Buyer and Buyer shall be entitled to pursue any remedies available to it pursuant to **Section 10.2** if the untrue or incorrect representation or warranty occurred as a result of Seller's default hereunder.

(f) Maximum Liability of Seller. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Seller pursuant to this Agreement, following consummation of the Closing, the maximum aggregate liability of Seller under this Agreement and any and all documents executed pursuant to this Agreement or in connection herewith (including, without limitation, the breach of any representations and warranties of Seller contained in such documents) for which a claim is timely made by Buyer shall not exceed five percent (5%) of the Purchase Price \$, plus any amounts payable to Seller pursuant to **Section 11.4** of this Agreement (the "**Cap**"). Buyer will not have any right to bring any action against Seller as a result of any untruth or inaccuracy of such representations and warranties, or any such breach, unless and until the aggregate amount of all liability and losses arising out of any such untruth or inaccuracy, or any such breach, exceeds \$50,000, in which event the full amount of such claims shall be actionable, up to the Cap. Any action, suit or proceeding brought by Buyer against Seller arising from or related to this Agreement must be commenced and served, if at all, not more than twelve (12) years after the date of the Closing. The limitations in this **Section 7.1(f)** shall apply to all of Seller's obligations under this Agreement and any of the documents executed by Seller pursuant to this Agreement. This **Section 7.1(f)** shall survive the Closing or the earlier termination of this Agreement.

7.2 Buyer's Representations.

(a) Nature of Buyer's Representations. Each of the representations and warranties of Buyer contained in this **Section 7.2** constitutes a material part of the consideration to Seller and Seller is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Buyer, will be true and accurate as of the Closing, and will survive the Closing subject to the provisions of **Section 5.2(b)**.

(b) Representations and Warranties as to Buyer and the Transaction. Buyer represents and warrants to Seller as follows:

(i) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) All entity action on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken.

(iii) This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject,

as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity).

(iv) Neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of (A) to Buyer's actual knowledge, the terms of any law, rule, ordinance, or regulation or of (B) any decree, judgment or order to which Buyer or any constituent member of Buyer is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Buyer in order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Buyer's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Buyer is a party or by which Buyer or any of its assets may be bound.

(v) (1) None of Buyer or any Person who owns any direct equity interest in or controls Buyer currently is identified on the OFAC List or otherwise qualifies as a Prohibited Person, and (2) none of Buyer or any Person who owns any direct equity interest in or controls Buyer is in violation of any applicable laws relating to anti-money laundering or anti-terrorism, including, without limitation, any applicable laws related to transacting business with Prohibited Persons or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations, all as amended from time to time. For purposes hereof: (A) the term "**Person**" shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of Buyer; (B) the term "**Prohibited Person**" shall mean any Person identified on the OFAC List or any other Person with whom a U.S. Person may not conduct business or transactions by prohibition of Federal law or Executive Order of the President of the United States of America; (C) the term "**OFAC List**" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and accessible through the internet website www.treas.gov/ofac/t11sdn.pdf.

ARTICLE 8 ADDITIONAL COVENANTS

8.1 Possession. Possession of the Property shall be delivered to Buyer upon the Closing, free from any Commercial Leases, tenants and/or occupants. ~~On or before~~ Following Buyer's written notice of the cancellation and/or waiver of the Financing Contingency, but prior to Closing ~~(_____)~~, Seller ~~covenants and agrees:~~ agrees: ~~(a) to terminate the Commercial Leases;~~ ~~(b) to have all tenants and/or occupants vacated from the Property at the City's cost and expense;~~ ~~(c) to comply with, and provide all notices required by, Washington laws and statutes governing the termination of tenancy or the Commercial Leases, including, but not limited to, Title 59 of the Revised Code of Washington;~~ ~~and (d) to be solely responsible for all costs, expenses and/or fees associated with or related to terminating the tenancy or Commercial Leases, relocating the tenants~~

~~or occupants, and/or removing the tenants or occupants from the Property (and shall indemnify, defend and hold Buyer harmless from the same).~~

8.2 Vacation of Military Road South. ~~The Buyer indicated to the Seller their interest in exploring the vacation of Military Road South between International Boulevard and South 152nd Street. It is understood by the Buyer that any request for a street vacation will be processed and reviewed by the City in accordance with State law and City code.~~

8.3 Condemnation; Casualty. In the event that all or any material portion of the Property is the subject of a taking or condemnation under the provisions of eminent domain prior to the date of Closing, Buyer may terminate this Agreement upon written notice to Seller given within ten (10) business days of the notice of any pending taking or condemnation and the Earnest Money and any extension payments shall be refunded to Buyer. For purposes of this **Section 8.3, "material portion"** means a taking or condemnation which in Buyer's opinion will materially affect Buyer's ability to develop the Property in the future. If Buyer does not elect to terminate this Agreement, then Seller shall have no obligation to repair or replace any damage caused by the foregoing nor shall the Purchase Price be reduced, but at Closing, Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking and shall not make any settlements without Buyer's prior written approval. ~~In the event that all or any material portion of the improvements on the Property are damaged or destroyed by any casualty prior to the date of Closing, Buyer shall have ~~no the no~~ right to terminate this Agreement and Seller shall have no obligation to repair or replace any damage or destruction nor shall the Purchase Price be reduced, but at Closing, Buyer shall receive an assignment of the proceeds of any casualty insurance otherwise payable to Seller up to the amount necessary to level the applicable portions of the Property to grade level and remove all debris and the balance, if any, shall be paid to Seller.~~

8.4 Cost of Environmental Remediation. ~~Seller discloses~~has disclosed that property adjacent to the Property is contaminated as a result of use as a dry cleaning facility. In order to remediate any known contamination on the Property the Seller and Buyer, during the Feasibility Contingency, shall cooperatively prepare and agree to a draft clean-up action plan to be submitted to be responsible for preparing for approval by the Department of Ecology for approval. The draft ~~any~~ clean-up action plan shall include the specific location and type of contamination to be remediated, and cost estimates for ~~and~~ associated work to completely remediate the soils to allow construction according to the Development Agreement (the "**Environmental Remediation**"). Buyer shall be solely responsible for performance of the Environmental Remediation at the direction of the Seller. Upon completion of the Environmental Remediation, Seller shall reimburse Buyer for all costs of the Environmental Remediation in accordance with the approved clean-up plan, as detailed in an accounting from ~~the~~an environmental consultant. Buyer and Seller agree that the reimbursement made from Seller to Buyer shall be allocated as a net reduction of land value for purposes of appraisals and cost accounting.

ARTICLE 9 BROKERAGE

9.1 Brokerage.

Seller and Buyer each warrants that they have not dealt with any broker in connection with this transaction. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend, and hold harmless the other party and such party's Related Parties for, from and against any and all Claims in connection with such claim or any action or proceeding brought on such claim.

ARTICLE 10 DEFAULTS AND REMEDIES

10.1 Defaults by Buyer.

(a) Buyer's Default. The occurrence of any of the following will constitute a default by Buyer under this Agreement:

(i) If, by the time set for the Closing, Buyer has failed to pay the balance of the Purchase Price into escrow, to deposit into escrow the documents and other items to be deposited by Buyer in escrow by the time set for Closing, or to perform any other obligation of Buyer to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Buyer Closing Obligations**"); or

(ii) If Buyer fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Buyer, but such failure, if of a type that can be cured or corrected by Buyer, will not be a default unless such failure continues for fifteen (15) days after written notice of breach is given by Seller to Buyer except that if such failure is of such a character as to require more than fifteen (15) days to correct, Buyer will not be in default if Buyer commences actions to correct such failure within the fifteen (15) day period and thereafter, using reasonable diligence, cures such failure. In no event, however, will the cure period be extended beyond the time set for Closing.

(b) Seller's Remedies.

(i) If Buyer is in default, Seller's sole and exclusive remedy with respect to such default shall be to cancel this Agreement and the escrow, such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer and Escrow Agent. Upon such cancellation, Seller shall be entitled to receive and retain the Earnest Money as liquidated damages for such failure and not as a penalty, the parties agreeing and stipulating that the exact amount of damages would be extremely difficult to ascertain and that the earnest money deposits constitute a reasonable and fair approximation of such damages.

(ii) Seller irrevocably waives any right to damages or any other remedies or form of relief except as specifically set forth in this **Section 10.1(b)**.

10.2 Default by Seller.

(a) Seller's Default. The occurrence of any of the following will constitute a default by Seller under this Agreement:

(i) If, by the time set for the Closing, Seller has failed to deposit into escrow the documents and other items to be deposited by Seller in escrow by the time set for Closing, or to perform any other obligation of Seller to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Seller Closing Obligations**"); or

(ii) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Seller, but such failure, if of a type that can be cured or corrected by Seller, will not be a default unless such failure continues for five (5) days after written notice of breach is given by Buyer to Seller except that if such failure is of such a character as to require more than five (5) days to correct, Seller will not be in default if Seller commences actions to correct such failure within the five (5) day period and thereafter, using reasonable diligence, cures such failure. In such event, the time for Closing will automatically be extended to permit such cure within the time period above provided.

(b) Buyer's Remedies.

(i) If Seller is in default, then Buyer may, at its option, ~~(a)~~ bring suit to specifically enforce this Agreement, provided that if specific performance is not available as a remedy to Buyer as a result of Seller's conveyance of the Property prior to the scheduled closing date to a party other than the Buyer, Buyer shall be entitled to recover from Seller 100% of any consideration paid to Seller for such conveyance in excess of the Purchase Price

(ii) Buyer irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in this **Section 10.2(b)**.

ARTICLE 11 GENERAL PROVISIONS

11.1 Certain Definitions. As used in this Agreement, certain capitalized terms are defined as follows:

(a) "**Claims**" means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys' fees and litigation and court costs.

(b) "**Related Parties**" means, with respect to any person or entity, the officers, directors, shareholders, partners, members, employees, agents, attorneys, successors, personal representatives, heirs, executors, or assigns of any such person or entity.

11.2 Assignment.

(a) Generally. Buyer may not assign this Agreement without Seller's prior written consent, except, Buyer may assign this Agreement to a special purpose entity affiliated with Buyer, if it provides written notice of such assignment or nomination to Seller and Escrow Agent prior to the Close of Escrow. Any such assignment or nomination shall not relieve Buyer of its obligations hereunder.

(b) Assignment by Operation of Law; Bankruptcy. In no event will this Agreement or any interest in this Agreement or the Property be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings without the prior written consent of Seller. In no event will this Agreement or any rights or privileges of Buyer under this Agreement be deemed an asset of Buyer under any bankruptcy, insolvency or reorganization proceedings.

11.3 Binding Effect. Except as limited by the provisions of **Section 11.2**, the provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

11.4 Attorneys' Fees. If either party to this Agreement initiates or defends any legal action or proceeding with the other party in any way connected with this Agreement, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees.

11.5 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; ***provided, however***, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

11.6 Notices. All notices shall be in writing and shall be made by hand delivery, express delivery service, freight prepaid, or by email. Notices will be delivered or addressed to Seller and Buyer at the addresses set forth on the first page of this Agreement or at such other address as a party may designate to the other party in writing. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery or express delivery service; and, (b) when transmitted properly, in the case of email, being deemed to have been properly transmitted as of the date of successful transmission of the entire notice; ***provided, however***, that if successful transmission is completed after 5:00 p.m. PST for the recipient on such day, then the email transmission will be deemed to have been given and received and become effective on the next succeeding day.

11.7 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

11.8 Survival. The following obligations of the parties will survive the Closing or cancellation of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement:

- (a) Post-Closing Covenants. Any and all obligations of the parties that are to be performed following the Closing;
- (b) Indemnification Obligations. All indemnity obligations of the parties; and
- (c) Other Obligations. Any other obligation with respect to which it is expressly provided that it will survive the Closing or cancellation of this Agreement.

11.9 Counterparts. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any facsimile or electronic (email) signature hereon shall, for all purposes, be deemed an original of the same.

11.10 References. References in this Agreement to "Articles," "Sections," or "Exhibits" are to the Articles and Sections of this Agreement and the Exhibits to this Agreement. Any reference to this Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

11.11 Construing the Agreement. Each of the parties to this Agreement acknowledges that such party has had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

11.12 Partial Invalidity. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

11.13 Governing Law. This Agreement shall be construed according to the laws of the State of Washington, without giving effect to its conflict of laws principles.

11.14 Time of Essence; Time Periods. Time is of the essence of this Agreement. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at five o'clock p.m. Pacific Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal

holiday. For purposes of this Agreement, the term "**business day**" means any day other than a Saturday, a Sunday, or any day that is recognized as a legal holiday.

11.15 Entire Agreement. This Agreement, which includes Exhibit A and Exhibit B, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

11.16 Tax Free Exchange. The parties acknowledge that either or both parties hereto may consummate the transaction contemplated by this Agreement through an exchange permitted by Section 1031 of the Internal Revenue Code of 1986, as amended. The parties shall reasonably cooperate with one another in accomplishing such exchange(s); *provided, however*, that neither party shall have an obligation to do anything that would cause it to incur any liability or obligation or to take title to any property other than the Property, and *provided further* that such exchange(s) shall in no event delay the Closing.

11.17 Seller Disclosure Statement. PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN WITH RESPECT TO THE PROPERTY. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL".

11.17.1 Environmental Section Only. Seller shall provide Buyer with the "Environmental" section of the Seller Disclosure Statement within five (5) days of the Opening Date, and by executing this Agreement, Buyer waives its right to receive the balance of the completed Seller Disclosure Statement with respect to the Property.

11.17.2 No Reliance. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller or by anyone acting or claiming to act by, through or under or on Seller's behalf.

11.17.3 Waiver of Right to Rescind. BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS IT MAY BE AMENDED FROM TIME TO TIME. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE

SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE INSPECTION PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER. THE PROVISIONS OF THIS **SECTION 11.17** SHALL SURVIVE THE CLOSING.

11.18 No Recording. The parties to this Agreement agree that neither this Agreement nor any memorandum or affidavit concerning it will be recorded.

11.19 "As Is" Sale; Release.

11.19.1 BUYER AND ITS REPRESENTATIVES, PRIOR TO THE DATE OF CLOSING, WILL HAVE BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO AS BUYER AND ITS REPRESENTATIVES DESIRE. BUYER ACKNOWLEDGES AND AGREES THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY BUYER IN AN "AS IS" CONDITION WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES THERE ARE IMPACTS TO THE PROPERTY'S SOIL AND GROUNDWATER FROM OFF-PROPERTY SOURCES. THE SUMMARY OF ENVIRONMENTAL ISSUES IN THE PRECEDING SENTENCE IS ILLUSTRATIVE ONLY, AND SHALL NOT BE REGARDED AS A COMPLETE OR PRECISE DESCRIPTION OF SUCH ISSUES. BUYER FURTHER ACKNOWLEDGES RECEIPT OF THE ENVIRONMENTAL REPORTS ("**ENVIRONMENTAL REPORTS**") LISTED ON EXHIBIT B ATTACHED. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SAID ENVIRONMENTAL REPORTS. EXCEPT AS EXPRESSLY SET FORTH IN **SECTION 7** OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; IN PARTICULAR, BUT WITHOUT LIMITATION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, TITLE, OCCUPATION OR MANAGEMENT OF THE PROPERTY, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD). BUYER ACKNOWLEDGES IT IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF BUYER'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING THE SUBSURFACE CONDITIONS, AND BUYER ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. BUYER ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE PURCHASE AND SALE OF THE PROPERTY AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS.

11.19.2 BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER AND/OR SELLER'S EMPLOYEES, REPRESENTATIVES, AGENTS, HEIRS AND

PREDECESSORS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT; THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT; THE RESOURCE CONSERVATION AND RECOVERY ACT; AND THE MODEL TOXICS CONTROL ACT (COLLECTIVELY, "**ENVIRONMENTAL LAWS**"). THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, OR SELLER'S EMPLOYEES, REPRESENTATIVES, AGENTS, HEIRS OR PREDECESSORS.

11.19.3 OTHER THAN AS DETAILED IN SELLER'S OBLIGATIONS IN SECTION 8.4 HEREIN, IT IS THE INTENT OF THE PARTIES THAT AFTER THE DATE OF CLOSING, SELLER AND OTHER RELEASED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO BUYER FOR ANY CONDITIONS AT THE PROPERTY.

11.19.4 NOTHING IN THIS **SECTION 11.19** IS INTENDED TO RELEASE SELLER FROM ANY LIABILITY FOR THE BREACH OF THE EXPRESS REPRESENTATIONS AND WARRANTIES IN **SECTION 7.1** ABOVE.

11.19.5 BUYER AND SELLER AGREE THIS **SECTION 11.19** SHALL SURVIVE CLOSING.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED as of the date written on the first page of this Agreement.

SELLER:

City of SeaTac

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: _____

BUYER:

CAP Acquisitions, LLC

By: _____

Its: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION AND MAP OF THE PROPERTY

[Attached]

DRAFT

EXHIBIT B

LIST OF DUE DILIGENCE MATERIALS

DRAFT