

RESOLUTION NO. 19-001

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring City-owned real property surplus to the needs of the City, and authorizing the City Manager to sell the property to the Central Puget Sound Regional Transit Authority.

WHEREAS, the City owns certain real property located in the 21200 block of 30th Avenue South (King County Parcel Number 5083000070), which is also referred to as the “City Property”;

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

WHEREAS, the City received an offer from Sound Transit to purchase the City Property for \$90,000; and

WHEREAS, the City Council desires to sell the property to Sound Transit; and

WHEREAS, the City Council held a public hearing on December 11, 2018 and January 8, 2019 to hear and consider public testimony prior to passing this Resolution;

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 in the 21200 block of 30th Avenue South (King County Parcel Number 5083000070) surplus to the needs of the City.
2. The City Manager is authorized to dispose of the City Property through a sale to the Central Puget Sound Regional Transit Authority, and is further authorized to execute any documents required to effectuate the sale.

PASSED this 8th day of January, 2019 and signed in
authentication thereof on this 8th day of January, 2019.

CITY OF SEATAC

Erin Sitterley
Erin Sitterley, Mayor

ATTEST:

Kristina Gregg
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo
Mary E. Mirante Bartolo, City Attorney

[Surplus Property Sale to Sound Transit]

RESOLUTION NO. 19-002

A RESOLUTION of the City Council of the City of SeaTac,
Washington authorizing and approving an ICMA retirement account
for the City Manager.

WHEREAS, the City Council has, by Resolutions 90-74, No. 90-125 and other resolutions, approved and authorized deferred compensation plans and retirement accounts for the employees of the City of SeaTac in order to provide adequate retirement security, increase flexibility in its personnel management system and to retain competent personnel; and,

WHEREAS, pursuant to the resolution, the plans and accounts, including an ICMA 401-A Money Purchase Plan and an ICMA 457 Deferred Compensation Plan, have been administered by the ICMA Retirement Corporation with the investment of funds held under the plan being held in VantageTrust; a trust established by public employers for the collective investment of funds held under their deferred compensation plans and money purchase retirement plans; and,

WHEREAS, the City Council has just recently recruited and hired Carl Cole as the new City Manager for the City of SeaTac; and,

WHEREAS, in addition to the ICMA 457 Deferred Compensation Plan available to City employees, the City Council also desires to have available for the City Manager an ICMA Retirement Corporation Governmental Money Purchase Plan and Trust retirement account, taking into account the special and unique relationship the City Manager has to the City and to the City Council.

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

1. That the Finance and Systems Director is authorized to sign the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement on behalf of the City Manager, with that document being in conformity with the retirement account arrangements agreed to

between the City Council and the City Manager, and that the ICMA Retirement Corporation is appointed to serve as Administrator thereunder.

2. That the City hereby agrees to serve as Trustee under the plan and to invest funds held under the plan in the ICMA Retirement Trust, and that the Finance and Systems Director is authorized to execute the Declaration of Trust of VantageTrust in connection with the City Manager's ICMA Retirement Corporation Governmental Money Purchase Plan, with that document being in conformity with the retirement account arrangements agreed to between the City Council and the City Manager.
3. That the Finance and Systems Director shall be the coordinator for this program and shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or VantageTrust; shall cast on behalf of the Employer, any required votes under Vantage Trust; may delegate any administrative duties relating to the Plan to appropriate departments or staff.
4. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED this 22nd day of January, 2019, and signed in authentication thereof on this 22nd day of January, 2019.


CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary E. Mirante Bartolo, City Attorney

RESOLUTION NO. 19-003

A RESOLUTION of the City Council of the City of SeaTac, Washington electing not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017.

WHEREAS, the Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards related to relocation payments for federally funded programs and projects that require the acquisition of real property or displace persons from homes, farms, or other businesses; and

WHEREAS, the City is bound by the Uniform Act and Chapter 8.26 RCW, pertaining to relocation assistance for all projects receiving federal financial assistance; and

WHEREAS, the Washington State Legislature amended Chapter 8.26 RCW by no longer limiting the applicability of relocation assistance to those projects that receive federal funding; and

WHEREAS, in order to ensure that projects that were initiated on or before December 31, 2017 were not derailed by the Legislature's amendments, RCW 8.26.010(4) provides that "the governing body of any local public agency may elect not to comply with the provisions of RCW 8.26.035 through 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017;" and

WHEREAS, the SeaTac City Council has considered the requirements of Chapter 8.26 RCW and determined it is in the City's best interests to elect not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017; and

WHEREAS, this Resolution does not abrogate the rights of the people to due process and

just compensation, as provided in both the Washington Constitution and the United States Constitution, when private property is taken by the government for a public purpose;

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

Section 1. Pursuant to RCW 8.26.010(4), the SeaTac City Council hereby elects not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017.

PASSED this 22nd day of January, 2019 and signed in authentication thereof on this 22nd day of January, 2019.

CITY OF SEATAC

Erin Sitterley
Erin Sitterley, Mayor

ATTEST:

Kristina Gregg
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo
Mary E. Mirante Bartolo, City Attorney

[Election not to comply with RCW 8.26—projects before 12/31/2017]

RESOLUTION NO. 19-004

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing entry into a Development Agreement with Sound Transit for construction of the Federal Way Link Extension Project.

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, Sound Transit has requested a Development Agreement to facilitate the development of the Federal Way Link Extension project to extend light rail service from its current southern terminus at the Angle Lake Station south to Federal Way, and

WHEREAS, proper notice was published pursuant to SMC 16A.13.010, and the City Council having held a public hearing on December 11, 2018; and

WHEREAS, the City 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 Sound Transit substantially in the form attached to this Resolution as Exhibit A.

PASSED this 22nd day of January, 2019 and signed in authentication thereof
on this 22nd day of January, 2019.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Development Agreement with Sound Transit--FWLE]

**FEDERAL WAY LINK EXTENSION PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT
GA 0267-17**

This Development Agreement (“Agreement”) is entered into, by and between the CITY OF SEATAC (“City”), a Washington municipal corporation (“City”) and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority. Under the authority of RCW 36.70B.170-210 and for and in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree as follows regarding the Federal Way Link Extension Project (“Project”).

RECITALS

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development and right-of-way agreements to promote the health, safety, and welfare of its residents.
- B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- C. This Agreement is authorized by RCW 36.70B.170 through .210. In addition, the City has adopted regulations governing development agreements, as set forth in sections 15.100.040 and 15.115.030 of the SeaTac Municipal Code (SMC), and those regulations allow a property owner to apply to the City to enter into a development agreement to address project development standards including, design standards, project phasing, review procedures, vesting, and other appropriate development requirements.
- D. The Growth Management Act (Chapter 36.70A RCW) requires that the City plan for and encourage high capacity transit facilities such as the Federal Way Link Extension (RCW 36.70A.020) and accommodate within the City such essential public facilities (RCW 36.70A.200). Likewise, the Growth Management Act grants authority to the City to impose reasonable permitting conditions on the Project.
- E. In November 2008, central Puget Sound area voters approved an extensive program of transportation projects to be implemented over the 15-year timeframe from 2009 – 2023 known as the Sound Transit 2 (ST2) Plan. Among other projects identified for implementation, ST2 included the extension of the Link light rail transit system from SeaTac to the cities of Kent and Des Moines. In November 2016, voters approved an additional program of transportation projects, known as the Sound Transit 3 (ST3) plan. The ST3 plan included, among other projects, the extension of the Link light rail transit (LRT) system from its ST2 planned terminus at the Kent/Des Moines Station to the Federal Way Transit Center Station in the City of Federal Way as part of the Federal Way Link Extension Project.

- F. Sound Transit and the City have signed a Term Sheet (attached as Exhibit A) intended to address and document progress toward goals identified by the Sound Transit Board in Motion M2015-56, which directed Sound Transit staff to work with local jurisdictions in the corridor to identify and obtain commitments for permitting processes that would provide certainty and predictability for the Project, such as use of completed Sound Transit Environmental documents and FTA mitigation requirements, establishing a consolidated permit process, amending and resolving technical code requirements that are impractical or infeasible, supporting and accommodating the light rail system in land use plans and development regulations, and allowing for extended vesting or duration of land use approvals.
- G. On January 26, 2017, the Sound Transit Board adopted Resolution No. 2017-02, which defined and selected the Federal Way Link Extension alignment, profile, stations, and associated infrastructure to be built between S. 200th Street and the Federal Way Transit Center. This action also established the project definition for the Project's National Environmental Policy Act (NEPA) Record of Decision. The project description and alignment are in Exhibit B.
- H. On July 27, 2017, the City and Sound Transit executed a City Services Agreement (attached and incorporated as Exhibit C) establishing responsibilities for City participation in Project implementation and the means by which Sound Transit would reimburse the City for costs incurred for design review, permitting, and public right-of-way review and approval services as authorized by the terms of the City Services Agreement.
- I. Sound Transit intends to deliver the Project as a design-build procurement ("Design-Build") and has been coordinating with the City in preparation for Project design and construction. In recognition of the multiple development permits and separate review processes, and the continuing potential for conflict, overlap, and duplication between such processes, the City and Sound Transit desire to consolidate permit and environmental review processes for the benefit of both parties and the public pursuant to the development agreement authority provided in RCW 36.70B.170-.210 and SMC 15.115.030.
- J. Sound Transit has completed extensive environmental analysis of the Project in accordance with the National and State Environmental Policy Act (NEPA and SEPA). Sound Transit completed SEPA with the issuance of the Federal Way Link Extension Final Environmental Impact Statement ("FEIS") on November 18, 2016. The Federal Transit Administration ("FTA") issued a Record of Decision (ROD) on March 6, 2017 and the Federal Highway Administration (FHWA) issued a ROD on March 9, 2017 concluding the NEPA process.
- K. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 90-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations"). Pursuant to these policies and its statutory authority, Sound Transit has acquired or will acquire such real property interests as are necessary to construct, maintain, and operate the Project.

- L. Both Parties recognize the importance of extending the light rail system as part of the comprehensive program of regional transit improvements approved by voters and have mutually concluded that it is feasible to do so by 2024. Both parties will work in a collaborative effort to resolve any issues and risks to enable the Federal Way Link Extension Project to begin operations by 2024.
- M. Pursuant to RCW 36.70B.200 and SMC 15.115.030, the City held a properly noticed public hearing on December 11, 2018. The City Council determined that the proposed Project is generally consistent with the City's development regulations and that any departures provided by this Agreement, including those outlined in Section 8, are offset by the established benefits to the City to be received from the Project. Project benefits include a rapid, reliable, accessible, and efficient alternative for travel to and from the corridor and other urban growth and activity centers in the region, expanded mobility by improving connections to the regional multimodal transportation system, additional high-capacity transit infrastructure and service to support adopted regional plans and the City's Comprehensive Plan, transit oriented development opportunities, and infrastructure improvements. The proposed Project conforms with the conditions of approval provided in SMC 15.115.030 and the City Council has authorized the City Manager to enter into this Agreement. Any further departures will be reviewed by the City on a case-by-case basis and can only be granted by amendment of this Development Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the approval of various development permits to Sound Transit to construct, operate, and maintain the Project, the Parties hereto agree to the terms and conditions as follows:

1.0 DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning herein given where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Reference to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted as amended.

- 1.1 Agreement. "Agreement" means this Development Agreement approved by appropriate action of the City and of Sound Transit.
- 1.2 Buildout Period. "Buildout Period" means ten (10) years from the date of execution of this Agreement or the start of light rail revenue service between the Link Light Rail Angle Lake Station to points south, whichever is earlier.

- 1.3 City. “City” means the City of SeaTac and any successor or assignee following an assignment that is permitted under this Agreement.
- 1.4 Design-Build Contractor. “Design-Build Contractor” means the entity or entities that will contract with Sound Transit to complete the design of the Project, to obtain all remaining permits for the Project, and to construct the Project, all based upon a design-build procurement method.
- 1.5 Design Submittal. “Design Submittal” means a set of design documents for the Project that have been or will be submitted to the City for review as the Project moves through various review and approval processes. The different phases of design submittal are:
- a) “Preliminary Engineering (PE) Submittal” means the 30% Design Submittal that was furnished to the City in 2017 prior to Sound Transit initiating a procurement process seeking the services of a Design-Build Contractor. These plans included conceptual design of the alignment. The City has already reviewed and provided written comment on this submittal. Sound Transit has provided a written response to the City indicating how the City’s comments have been resolved.
 - b) “Proposed Changes to the Preliminary Engineering (PE) Submittal” means a Design Submittal based on plans prepared as part of Sound Transit’s Design-Build Contractor selection process. This submittal will include any design changes to the “Preliminary Engineering (PE) Submittal” initiated by the Design-Build Contractor during procurement and/or initiated by Sound Transit in preparing the RFP. This will be provided to the City for conceptual review.
 - c) “60% Design Submittal” means a Design Submittal for a defined segment of the overall project that presents advanced details on items such as route alignment, utilities, and urban design concepts. These elements shall be identified by Sound Transit at the time of submittal. The 60% Design Submittal will also include basic concepts for other project elements that will be addressed in future submittals. This will also include the incorporation of the identified resolution to the City review comments received on the “Preliminary Engineering (PE) Submittal.”
 - d) “90% Design Submittal” means a Design Submittal reflecting advanced design for a defined segment of the overall Project, so that all reviewers can comment on specific details, as well as the overall scope of the Project prior to submittal of the Permit Submittal (100% Design). Items missing from this submittal should be minor and documented for reviewers.
- 1.6 Final Right-of-Way Plans. “Final Right-of-Way Plans” means prints having the proposed limits of the Light Rail Transit Way mathematically tied to existing City monumentation and the Washington State Coordinate Plane System.
- 1.7 Issued for Construction. “Issued for Construction” (IFC set) means a complete set of sealed construction plans, drawings, and specifications that incorporate corrections to the Permit Submittal required by the City for use by Sound Transit to construct the project.

- 1.8 Land Use Approvals. Approvals and/or entitlements authorized through procedures contained within SMC Title 14 and SMC Title 15 that set conditions for the establishment and operation of a use of land.
- 1.9 Over-the-Shoulder Review. “Over-the-Shoulder Review” means the informal and ongoing review of evolving design concepts and plans developed during the Project construction phase.
- 1.10 Parties. “Parties” means the City of SeaTac and the Central Puget Sound Regional Transit Authority.
- 1.11 Permit Submittal (100% Design). “Permit Submittal” means a Design Submittal illustrating detailed plans for all work proposed in the permit application and submitted prior to the IFC set. This may include utility relocation improvements, new traffic signaling plans, grading and landscaping plans, and all work to be completed as part of the Project.
- 1.12 Project. “Project” or “Federal Way Link Extension Project (FWLE)” means the light rail system as described and depicted in Exhibit B, attached and incorporated herein, and as approved by the City pursuant to the approvals described in this Agreement.
- 1.13 Project Requirements. “Project Requirements” means the requirements included within documents provided at the time of the Project’s RFQ/RFP that must be met by the Project’s Design-Build Contractor, and specify the capabilities, features or attributes, etc. of the Project’s deliverables as they relate to completing the Project and its objectives.
- 1.14 Record Drawings. “Record Drawings” means the final set of neatly and legibly marked set of contract drawings, maintained by Sound Transit’s Design-Build Contractor with up-to-date information, showing the final locations of all items of work.
- 1.15 Sound Transit. “Sound Transit” means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

2.0 COOPERATION AND GOOD FAITH EFFORTS

- 2.1 Cooperation. The Parties understand and agree that the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 Future Agreements. The Parties acknowledge that this Agreement may contemplate the execution and delivery of a number of future documents, instruments, and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments, and permits, and to execute and deliver the same promptly.

- 2.3 Timely Payment and Review. The City will provide timely review by both dedicated and regular City staff of all permit applications necessary to complete the Project, subject to the City's applicable process and regulations. This includes Sound Transit's payment of applicable permit fees and reimbursement for City staff time as consistent with the executed City Services Agreement for the Project.
- 2.4 Community Concerns. As a matter of course, Sound Transit will be responsive to any concern, issue, complaint, or other communication Sound Transit receives during construction, without regard to the location of the individual lodging the complaint or communication.

3.0 PROJECT LOCATION AND ELEMENTS

- 3.1 Purpose of Federal Way Link Extension Project. As described in the Project's FEIS, the purpose of the Project is to expand the Sound Transit Link light rail system from the City of SeaTac to the cities of Des Moines, Kent, and Federal Way in King County in order to provide a rapid, reliable, accessible, and efficient alternative for travel to and from the corridor and other urban growth and activity centers in the region. When constructed, the Project will provide a connection south from the existing Angle Lake Station crossing to the east in a manner that allows for the future construction of the SR 509 Extension Project by WSDOT. It would proceed generally within I-5 right-of-way to the Project's terminus in the City of Federal Way. Three new Light Rail Transit Stations will be constructed as part of the Project with associated improvements for parking, pedestrian, bicycle, bus and other access improvements.
- 3.2 Roadway Restoration. In the City of SeaTac, specific improvements to be included as part of the Project include:
- Re-pave 28th Ave S. (just south of 204th St) to connect to Port of Seattle-owned parcels, as described in Exhibit F - LOC Right-of-Way Cross Sections.
 - Reconstruct 32nd Ave South, including new sidewalk on the west side, also described in Exhibit F.
 - Restore and re-pave S. 208th Street to serve existing access needs, as described in Exhibit J – S. 208th LOC.
 - Construct a new S. 211th Street cul-de-sac turnaround and new sidewalk, as described in the Preliminary Engineering Plans.
 - To protect the LRT guideway as well as roadway users, a barrier will be provided to protect the LRT guideway pier in the median of International Boulevard South (SR 99), as described in Section 8.2.4 below.
 - Construction Haul Routes Restoration (see Section 10.5 for more detail).
- 3.3 Roadway Improvements. All Roadway improvements listed above will include installation of new street lighting and pedestrian lighting along the entire length of the improvements.

4.0 SEPA COMPLIANCE

Sound Transit is the lead agency for compliance with SEPA. In coordination with the City, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with

SEPA requirements. The environmental review covers the City’s issuance of permits for the Project as well as environmental mitigation (see Exhibit D attached and incorporated herein), and the City will rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600. The foregoing will not limit the City’s authority to impose reasonable permit conditions pursuant to its development regulations.

5.0. PROJECT SCHEDULE

The City is aware of the Project schedule with passenger revenue service projected to begin in 2024, and the criticality of Sound Transit meeting schedule milestones in order to deliver the Project efficiently and effectively and consistent with expectations of the region’s citizens, as expressed in voter-approved ballot measures (ST2 and ST3). Sound Transit will share with the City updates to the Project Schedule and coordinate changes to this Project schedule that may impact the City and/or Port operations.

6.0 ESSENTIAL PUBLIC FACILITY REQUIREMENTS

The Parties agree that the Project is a regional transportation facility that has the status of an essential public facility (“EPF”) and that the requirements of RCW 36.70A.200 are applicable.

7.0 ONGOING COORDINATION

- 7.1 Impact on Businesses. Sound Transit will comply with the plans required under Section 10 to minimize impacts of construction activities upon current and future business operations, traffic circulation, pedestrian and bike access and pending development opportunities in the Project area.
- 7.2 WSDOT SR 509 Coordination. Sound Transit will coordinate with the WSDOT SR 509 project to identify opportunities to further minimize construction-related impacts to the SeaTac community.
- 7.3 Construction Updates. Sound Transit will provide, at a minimum, quarterly updates to the SeaTac City Council and regularly scheduled community and business briefings regarding the progress of Project construction.
- 7.4 Resolution of Deed Restriction. Sound Transit is committed to working in good faith with the City and King County to satisfactorily resolve the deed restriction placed on Parcel #5083000070 (identified in the Project’s Final EIS as required for Project construction) entailing its use for public open space. This will include working cooperatively on a letter of intent clarifying the City’s actions regarding acquisition of suitable replacement property.
- 7.5 Surplus Property. Sound Transit will keep the City apprised of the process of identifying any property acquired for Project construction that may, in the future, be identified as surplus. If surplus property is identified, Sound Transit will keep the City apprised of the process and timeline for its timely disposition.

- 7.6 Property Management. Once Sound Transit obtains ownership of a parcel with an inhabitable structure, Sound Transit's Property Management (PM) Division will take all necessary measures to secure the property. The property will be actively managed by Sound Transit's Police Department, Sound Transit Security, and the PM Division through routine patrol, inspection and maintenance of the exterior of any buildings and grounds. If issues arise, such as unauthorized residents or pest infestations, Sound Transit's PM Division will address them using a variety of methods, such as boarding windows, erecting additional fencing, or addressing infestations of pests. The Sound Transit PM Division will respond to complaints within two (2) business days of their receipt. If the issues persist, the property will be recommended by the PM Division for early demolition through an accelerated contractor award process and a coordinated permit approval process. After the demolition of structures, Sound Transit's PM Division shall restore the site per City code and provide routine site maintenance thereafter.

8.0 DEVELOPMENT STANDARDS

- 8.1 Land Use Approval. Pursuant to RCW 36.70B.170 through 36.70B.210, as amended, as well as SMC 15.100.040, the City may enter into a Development Agreement with Sound Transit for the Project. Under the terms and conditions of this Agreement, and in an effort to streamline the permitting process and avoid duplication, the City determines that this Agreement and associated public hearing satisfy the conditional use permit process required for high capacity transit facilities (EPF). The City hereby determines that no additional Land Use Approvals are required for the Project. This land use approval shall not be deemed to exempt the Project from any other applicable regulations or permits.
- 8.2 Pre-Final PE. The City has determined that the Project as represented in the Pre-Final PE Submittal dated September 2016, and incorporated by reference, is generally well-designed. The City is allowing specific and limited departures from development regulations because the Project will be providing a benefit to the City of an equal or greater value relative to the standards from which departure is being allowed. The Land Use Codes (SMC 15) in effect at the time of the effective date of this Agreement are applicable to the project, however, the City hereby allows departures from the following codes and standards:
- 8.2.1 Buffering of At-Grade Track Corridor. The City grants a departure from SMC 15.530.220(A)(1) that requires at-grade HCT track corridors be screened from adjacent streets and/or nearby development with minimum five (5) foot wide landscape strip(s) of trees, low shrubs and ground cover paralleling the track corridor. The specific locations where this departure applies is depicted in Exhibit E. This departure is being granted because:
- There is not sufficient area to meet the referenced code requirement without requiring additional property impacts to adjacent property owners.
 - The future WSDOT SR 509 will be constructed where Sound Transit will be installing temporary seeding in landscape areas that will be removed by WSDOT during SR 509 construction. In areas where Sound Transit will retain permanent control of land

surrounding the Light Rail Transit guideway, Sound Transit will plant permanent shrubs and groundcover, consistent Sound Transit’s Vegetation Clear Zone requirements.

Exhibit E depicts the areas where this code departure applies, and areas where landscaping to meet SMC 15.530.220(A)(1) will be provided by Sound Transit. Exhibit E is based on the conceptual plans provided as part of Sound Transit’s Request for Design-Build Contractor Proposals, which is subject to change as Project design proceeds. Any modifications to Exhibit E may be approved administratively by the City’s designee, and Sound Transit’s designee.

- 8.2.2 Landscaping of Elevated Guideway. The City grants a departure from SMC 15.530.220(A)(2) that requires areas beneath elevated guideways not utilized for other public purposes be landscaped in accordance with Chapter 15.445 SMC with Type IV landscaping. This departure is being granted because of Sound Transit’s need to maintain a Vegetation Clear Zone, and in recognition of landscaping survival rates.

Specifically, this departure applies as follows for all elevated guideway sections:

- 8.2.2.1 To satisfy the Vegetation Clear Zone requirement, no landscaping will be provided within a five-foot clear zone surrounding each column.
- 8.2.2.2 Outside of the five-foot column perimeter, only shrubs and ground cover will be provided under the guideway between columns.
- 8.2.2.3 In areas where Sound Transit holds only a temporary construction easement, Sound Transit will, as part of negotiating the terms of the easement, offer to install vegetation consistent with the referenced City Code, while remaining within the safety constraints of Sound Transit’s Vegetation Clear Zone requirements. In the event the property owner chooses to forego this offer, Sound Transit will provide appropriate documentation to the City of this rejected offer.
- 8.2.2.4 Where future WSDOT SR 509 will be constructed, Sound Transit will provide temporary seeding in landscape areas to be removed by WSDOT during SR 509 construction.

- 8.2.3. King County Road Design & Construction Standards – Section 5.03 (D)(6) – Street Trees and Landscaping. Sound Transit shall install permanent landscaping irrigation in City rights-of-way that will be connected to the existing permanent irrigation system. Sound Transit is granted a departure from the requirement to provide only temporary landscaping irrigation.

- 8.2.4. King County Road Standards – Section 5.10. To protect the LRT guideway as well as roadway users, a barrier, rather than a clear zone, will be provided as mitigation for the placement of a LRT guideway pier in the median of International Boulevard South (SR 99). The barrier type will be proposed by Sound Transit’s Design-Build Contractor and submitted for City review and approval.

- 8.3 Regulation of Critical Areas in WSDOT ROW. The Project is located partially within WSDOT (Interstate 5) right-of-way. Recognizing that RCW 47.52.090 gives exclusive regulatory jurisdiction to WSDOT of wetlands impacts within WSDOT rights-of-way, and that wetland

impacts within WSDOT rights-of-way will be regulated and mitigated as required by the United States Army Corps of Engineers and the Washington State Department of Ecology, the City will only regulate Critical Areas outside WSDOT rights-of-way. Sound Transit shall provide documentation to the City demonstrating compliance with applicable federal and state regulations for impacts to Critical Areas within WSDOT rights-of-way.

- 8.4 Preliminary Review of Critical Areas Reports. Prior to Sound Transit’s application for Site Engineering plan review, the City will provide preliminary review of Critical Areas Reports provided by Sound Transit. All Critical Areas Reports submitted to the City pursuant to this Section shall include Pre-Final PE level of design, and shall document consistency with all applicable City codes and standards. Furthermore, all Critical Areas Reports, and any subsequent changes, shall be included with Sound Transit’s Site Engineering plan review application.
- 8.5 Wetlands Mitigation Requirements. The City recognizes that opportunities for permittee-responsible compensatory mitigation within the City limits is very limited and would likely result in fragmented wetland mitigation. In accordance with SMC15.700.310(E) (2) Sound Transit will utilize the King County In-Lieu Fee mitigation program for permanent wetland and wetland buffer impacts in their jurisdiction and for use of the In-Lieu Fee program to accomplish this mitigation commitment. Additionally, as part of its regulatory authority under SMC 15.700, the City will accept the assessment made in this Agreement that use of the In-Lieu Fee program as compensatory mitigation for impacts caused by the Project is the only practicable action.
- 8.6 Vesting. For the Project, and pursuant to RCW 36.70B.170 and SMC 15.115.030(C), Sound Transit shall vest to City development standards through the Buildout Period. During the Buildout Period, the City shall neither modify nor impose new or additional development standards for the Project beyond those set forth in this Agreement, unless other county, state or federal laws preempt or otherwise preclude the City’s authority to vest regulations. 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.
- 8.7 Local Roadways. Local roadway cross-sections to be improved by Sound Transit shall be constructed in accordance with the concurrence letter addressing this subject and executed between the City and Sound Transit dated October 25, 2017, attached and incorporated herein as Exhibit F.
- 8.8 Nuisance Parking. Sound Transit will work with the City to limit the potential for any ‘hide and ride’ parking activity related to the design of Project facilities.
- 8.9 Fencing. Any permanent fencing installed by Sound Transit shall be black vinyl coated chain link or architectural fencing. No barbed wire will be used on the Project. In places where temporary construction fencing is to be installed for more than one year in one location, the fencing shall incorporate fabric screening. Sound Transit will limit the duration for placement of temporary fencing to a period not to exceed five years.
- 8.10 Tacoma Smelter Plume. Sound Transit shall implement the recommendations of the Department of Ecology pertaining to testing and remediation of soils contaminated by the Tacoma Smelter Plume.

- 8.11 Column Type. Sound Transit will use the Rectangular (formerly known as the “tulip” column type) for all portions of Project elevated guideway in the City. Any alternate column types proposed by Sound Transit may be considered by the City. Any proposed alternative column type must transition/integrate aesthetically and architecturally with the rectangular “tulip” column design used on the balance of the elevated guideway within the City. Architectural renderings detailing column transition areas, the crossing over State Route 99 and a typical segment of the guideway shall be submitted for City approval. Under no circumstances shall round column types be utilized. Additionally, any proposed measures intended to offset the aesthetic of alternate column types shall also be described to the City at the time of request.
- 8.12 International Boulevard Crossing. Sound Transit and the City acknowledge that the elevated trackway is a dominant structural element throughout the City and that opportunities may exist to provide community-centric enhancements where the structure crosses State Route 99 (both north and south ends). Sound Transit and the City commit to exploring opportunities, in good faith, that are intended to create an improved sense of place and community within the City.

9.0 DESIGN REVIEW AND PERMITTING AND INSPECTION

9.1 Project Administration

- 9.1.1 City Project Liaison. The City shall assign a City staff contact for the Project (“City Project Liaison”). The City Project Liaison shall provide central coordination of all Design Submittal reviews and comments from all involved City departments and storm water utilities, and shall be an effective and empowered conduit between Sound Transit and other City staff per the City Service Agreement dated July, 2017. The City Project Liaison shall resolve any inconsistencies among review comments and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. In addition to these tasks, the City Project Liaison shall participate in regularly scheduled project-level meetings. The City Project Liaison shall also be responsible for identifying and disclosing to Sound Transit as soon as practicable any other projects or proposals (e.g., utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project. The primary function of the City Project Liaison will be to identify and work to resolve issues to support the design process and development of plans that satisfy the City’s permitting requirements. The Parties contemplate that the ongoing, collaborative Over-the-Shoulder review (see Section 9.3) will keep the City’s Project Liaison apprised of the latest developments in the design. The City’s Project Liaison will coordinate review required by other City staff as a means of seeking feedback from the City. To the extent that disputes arise about how a design correction should be resolved or whether a design correction is appropriate, the Parties shall use the dispute resolution process in Section 18.
- 9.1.2 Sound Transit Liaison. Sound Transit will assign a Sound Transit staff contact for the Project (“Sound Transit Liaison”). The Sound Transit Liaison shall provide central coordination for Project Design Submittals and Project coordination. In addition to

these tasks, the Sound Transit Liaison shall participate in regularly scheduled project-level meetings.

- 9.2 Design-Build Contractor. Sound Transit shall obtain City permits and approvals from the City for construction of the Project through submittal of the appropriate applications, fees and Design Submittals as described in this Agreement and City code. The City acknowledges that Sound Transit will be procuring this Project using design-build procurement method and further acknowledges that the Design-Build Contractor and their sub-contractors may, at Sound Transit's discretion, make any of the required submittals on Sound Transit's behalf. In that regard, references to "Sound Transit" herein shall be interpreted to mean "Sound Transit" or its Design-Build Contractor, at Sound Transit's discretion unless the context clearly requires otherwise.
- 9.3 Over-the-Shoulder Review. Sound Transit and the City will participate in on-going Over-the-Shoulder reviews throughout the design process. City participation will be facilitated by the City's Project Liaison who may be co-located at the Project job office.
- 9.4 Proposed Changes to the Preliminary Engineering Submittal. Sound Transit will provide to the City for conceptual review a package highlighting substantial changes to the Project design proposed during the Design-Build Contractor procurement process and/or changes that were initiated by Sound Transit in preparing the RFP. The purpose of this submittal is to establish a baseline for the Project design that the Design-Build Contractor will continue to advance. This will be provided to the City for conceptual review.
- 9.5 60% Design Submittal. Sound Transit will provide to the City for review and comment a 60% Design Submittal for each design package (as identified by the Design-Build Contractor as part of its Permitting Plan, and as agreed by the City) incorporating a narrative and clouding changes pursuant to the City's review comments of the Preliminary Engineering Submittal. The City shall perform a review of the submittal and return its unified comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within a mutually-agreed upon timeframe after receipt of the submittal. The timeframe for review will be determined and agreed upon by the Parties when the Project Permitting Plan is developed and approved (see Section 9.10); however, the City and Sound Transit acknowledge the need for expeditious review of Design Submittals and are committed to this goal. Sound Transit will reimburse the City for time spent to review the submittal, pursuant to the City Services Agreement and its subsidiary Task Orders. If deemed necessary by the Parties, and after the City's review of the 60% design plans, Sound Transit's Design-Build Contractor will convene a comment resolution meeting to inform the City of how issues have been resolved and to discuss the options for resolving the issues.
- 9.6 90% Design Submittal. Sound Transit will provide to the City for review and comment a 90% Design Submittal for each design package (as identified by the Sound Transit as part of its Permitting Plan, and as agreed by the City) incorporating a narrative and clouding changes pursuant to the City's review comments on the 60% Design Submittal. Sound Transit has the option to obtain an appointment with the City's permit process team to discuss the submittal prior to review by the City. The City shall perform a review of the submittal and return its unified comments and corrections on the designs, plans, and specifications from all relevant City

departments to Sound Transit within a mutually-agreed upon timeframe of receipt of the submittal. The timeframe for review will be determined and agreed upon by the Parties when the Project Permitting Plan is developed and approved (see Section 9.10); however, the City and Sound Transit acknowledge the need for expeditious review of Design Submittals and are committed to this goal. Sound Transit will reimburse the City for time spent reviewing the submittal, pursuant to the City Services Agreement and its subsidiary Task Orders. If deemed necessary by the Parties, and after the City's review of the 90% design plans, Sound Transit will convene a comment resolution meeting to inform the City of how issues have been resolved and to discuss the adequacy of or other options for resolving City comments.

- 9.7 Permit Submittal (100% Design). This submittal is intended as the Permit Submittal. Each permitting package will be submitted with 100% design plans for the subject project element, incorporating a narrative and clouding changes pursuant to the City's review comments from the 90% design submittal. The City shall perform a review of the submittal and return its unified comments and corrections on the designs, plans, and specifications to Sound Transit within a mutually-agreed upon timeframe of receipt of the submittal. The timeframe for review will be determined and agreed upon by the Parties when the Project Permitting Plan is developed and approved (see Section 9.10); however, the City and Sound Transit acknowledge the need for expeditious review of Design Submittals and are committed to this goal. After the City's review of the 100% design plans, Sound Transit will convene a comment resolution meeting to inform the City of how issues have been resolved and to discuss the adequacy of or other options for resolving the issues. This process may be revised in writing by the Designated Representatives outlined in Section 25 to improve the efficiency of the permitting process.
- 9.8 Issued For Construction. The IFC set of drawings will serve as the basis for construction activities and field inspections. It will incorporate any required corrections based on review of the Permit Submittal (100% Design), upon which Sound Transit will rely in constructing the Project, including, but not limited to a complete set of construction plans, drawings, and specifications.
- 9.9 Sound Transit Responsibility. While the Design-Build Contractor will perform final design work, Sound Transit retains responsibility for ensuring that the City receives prompt responses to requests for additional information or changes to documents, plans, specifications, and drawings.
- 9.10 Project Permitting Plan. The Parties recognize the mutual benefit of establishing an efficient and expedited process for seeking and obtaining permits to construct the Project in the City. Accordingly, Sound Transit will develop and submit a Project Permitting Plan as one of the earliest critical activities, utilizing the Preliminary Permitting Plan as guidance, as attached in Exhibit G and incorporated herein. This plan shall be approved by the City. As part of the City's input and the approval process for the final Project Permitting Plan, Sound Transit and the City will together calculate the total permit fees for all known Project permits and permit-related costs. These fees and costs shall be paid to the City by Sound Transit on a schedule agreed-to as part of the final Project Permitting Plan.

Sound Transit shall submit a Project Permitting Plan for City review and approval Sound Transit and the City shall work cooperatively to develop a final Permitting Plan that is implementable by the Design-Build Contractor.

- 9.11 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state, and local permits and licenses required for the construction, operation, and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.
- 9.12 Non-Interference. The City shall not intentionally interfere with Sound Transit's ability to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities, including streets, roads, or utility poles.
- 9.13 Inspection.
- 9.13.1 Sound Transit-Owned Facilities to be retained by Sound Transit. Sound Transit shall be responsible for inspection and acceptance of work for facilities constructed by Sound Transit's Design-Build Contractor for which Sound Transit shall have ownership, operating, and maintenance responsibilities. These facilities may include, but are not limited to: LRT track and guideway, including all appurtenances such as catenary poles and wires, fencing and other barriers, train signals and other equipment necessary for operations), LRT structures including bridges, abutments, retaining walls, and noise barriers constructed to mitigate the results of LRT-generated airborne noise, traction power substations and signal bungalows.
- 9.13.2 Sound Transit Owned Facilities to be dedicated to the City. The City shall review and inspect all facilities that will be dedicated to the City prior to acceptance by the City Manager or designee. These facilities may include, but are not necessarily limited to: street lighting standards, traffic signal poles and signal boxes, streets, sidewalks, curbs and gutters, and other infrastructure in the City's public rights-of-way.
- 9.13.3 Sound Transit-Owned Facilities in City Right-of-Way. The City shall review and perform field verification of structures built by Sound Transit in accordance with issued rights-of-way permits and approved civil plans to ensure that impacts to City ROW and City facilities are addressed and/or mitigated.

10.0 CONSTRUCTION

- 10.1 Design-Build Contractor Plans. It is acknowledged by the Parties that Sound Transit shall develop plans that will be of interest to the City, businesses, property owners, and its residents. The following plans shall be submitted to the City for review, comments and concurrence prior to acceptance by Sound Transit. The City shall have 15 business days in which to complete its review and provide comments on the plans submitted.
- Emergency Response Plan – Sound Transit shall submit an Emergency Response Plan in effect during the build out period.

- Transportation Management Plan – Sound Transit shall submit an overall strategy for managing issues related to transportation during the build out period.
- Maintenance of Traffic Plan – Sound Transit shall submit a plan specifying provisions for safely and adequately maintaining traffic during the build out period, including vehicular, pedestrian, bicycle and transit traffic.
- Construction Noise and Vibration Control Plan – Sound Transit shall submit a plan specifying the means and methods that will implemented by the Design-Build Contractor to minimize noise and vibration during construction.
- Construction Outreach and Communication Plan – Sound Transit shall submit a plan specifying Sound Transit’s methods and requirements for advance notification of construction activities and other actions that are of interest to the community during the build out period, which shall include the following :
 - A 24-hour monitoring center that provides telephone access for the public to get construction information and to make complaints and incident reports.
 - A multi-media public information program to provide information regarding street closures, hours of construction, business access, and parking impacts.
 - Current information on how access to businesses is being maintained during construction.
 - Current information on how access for pedestrians, bicyclists, and transit riders is being maintained.
 - Coordination with property owners regarding private property impacts arising as a result of Project construction activities, which will include, if needed, information on how business owners and residents can file insurance claims in the event of issues arising from Project construction.

10.2 Construction Haul Routes. Sound Transit and the City have worked cooperatively to identify construction contractor haul routes that may be used to transport materials and equipment necessary to construct the Project while minimizing impacts to City businesses and residents. These haul routes are attached and incorporated herein Exhibit H and the City shall issue permits for these haul routes for use by Sound Transit. In the event that Sound Transit proposes the use of alternate haul routes, City approval is required in advance of their use.

10.3 Road Closures and Construction Detour Routes. Sound Transit and the City have worked cooperatively to identify traffic detour routes that may be used as necessary when roads are closed due to construction activities. The City shall permit use of these detour routes that are depicted in Exhibit I. In the event Sound Transit proposes the use of alternate detour routes, City approval is required in advance of their use. Full daytime (5am – 9pm) closures of International Boulevard is prohibited. A diversion of International Boulevard shall be used by Sound Transit in order to eliminate the need for full closures of International Boulevard. If

International Boulevard is required to be closed entirely to traffic during non-daytime hours, Sound Transit shall obtain City approval in advance of such closure. The City will not allow International Boulevard to be closed for work that could otherwise have been performed using the diversion identified in Exhibit I attached and incorporated herein.

- 10.4 Contractor Work Hours. Sound Transit shall obtain approval prior to conducting any construction work outside of the City's standard permissible days and/or hours for construction.

- 10.5 Restoration of Right-of-Way and Construction Haul Routes. Sound Transit shall restore existing roadway pavement and other surface infrastructure within the public right-of-way that is impacted by construction activities. In addition, Sound Transit shall restore all construction haul routes used by Sound Transit during the build out period. This commitment to restoration of haul routes shall consist of a 2-inch mill and overlay of asphalt to be laid down after the cessation of Sound Transit's hauling activities on the route and prior to substantial completion of Project construction. This 2-inch mill and overlay shall be provided from curb to curb including reapplication of all striping and paving markings along the route and shall be the extent of any agreed-to restoration, with the exception of the need to provide new or improve any existing non-compliant ADA curb ramps where sidewalks are present.

In lieu of Sound Transit performing restoration of the Contractor Haul Routes, the City may allow a fee-in-lieu payment from Sound Transit for any or all of the roadways used as Contractor Haul routes. Sound Transit shall provide written notice to the City a minimum of 30 days in advance of submittal of a ROW permit to allow the City to choose between restoration or receiving a fee-in-lieu payment. The City shall notify Sound Transit in writing of its decision and for which (if not all) of the Contractor haul routes this payment shall apply. The payment shall be calculated by the City using the most recent, credible bid received by the City for similar work, including the addition of administrative fees, or some other methodology agreed to by the Parties. In no event will payment in lieu of haul route restoration be made by Sound Transit once restoration has commenced.

- 10.6 Lay Down Areas. Sound Transit shall obtain permits for construction lay down areas in accordance with City code. The two properties known as the 'Triangle TOD' site (King County Parcel #042204-9287) and the 'Hattaway surplus property' (King County Parcel #344500-0040) shall not be used as lay down areas nor for project offices or field sites.
- 10.7 Progress Reports. Sound Transit shall provide the City with copies of progress reports, status reports, construction contract reports, inspection reports, RFI logs, submittal logs, and schedule updates as generated by the Design-Build Contractor and as required in the construction contract for the Project.
- 10.8 Access for Maintenance. In the event the City has reason to believe the presence of Sound Transit's Design-Build Contractor inhibits or impedes the City's ability to access areas within the Project construction limits for City purposes of maintenance and upkeep, the City Project Liaison shall provide notice to Sound Transit. Upon such notice, Sound Transit shall have responsibility to maintain the area having limited access to the satisfaction of the City, until such time as the impediment is removed.

- 10.9 Record Drawings. Within twelve (12) months of Sound Transit’s date of revenue service, Sound Transit shall furnish to the City Record Drawings of the Final Construction Plans and Final Right-of-Way Plan, including Record Drawings and associated electronic AUTOCAD and GIS files showing the as-built condition. Upon mutual agreement as to the types and number of drawings required, Sound Transit shall furnish to the City drawings sufficient to describe the project spatially in the Washington State Plane Coordinate System. Sound Transit will assist in the conversion to the City coordinate system if necessary.

11.0 PARTNERSHIP OPPORTUNITIES FOR OTHER IMPROVEMENTS

- 11.1 South 208th Street. S 208th Street shall be constructed in accordance with the concurrence letter addressing this subject and executed between the City and Sound Transit dated January 3, 2019, attached and incorporated herein as Exhibit J. To satisfy King County Road Standards – Section 1.05, which requires urban street section improvements (including sidewalks) and which the Parties have agreed will not be provided as part of Project construction in order to best accommodate the WSDOT 509 project, Sound Transit will make a fee-in-lieu payment. This payment is be based on the estimated costs for the code-required improvements, specifically design services, right-of-way acquisition, and construction costs for the required improvements that will not be built at this location. The fee-in-lieu payment is \$280,596 and will be payable by Sound Transit to the City in a lump sum no later than 30-days following the City’s issuance of a permit to Sound Transit for the reduced scope of work. The City and Sound Transit will continue to coordinate with WSDOT regarding the delivery of the SR 509 project and how this may affect the construction of S. 208th Street.
- 11.2 Monument Signage. As part of partnership efforts with the City, Sound Transit will construct a foundation and a conduit pathway for associated lighting for a concrete monument sign (general dimensions of 5’ by 5’ by 6”) in the vicinity of International Boulevard. This site shall be within the existing Project construction footprint and within City right-of-way. The City will be responsible for any required environmental review, environmental permitting, and land use permitting for sign fabrication and installation, and for any and all costs of maintenance following installation. Sound Transit will be responsible for restoring the site to its pre-construction condition following installation. Sound Transit will coordinate with the City regarding this work, and shall provide a schedule of activities and milestones (e.g., site identification, site access, site plan, etc.) which must be met by the City in order for this commitment to be included as part of Project construction. In the event that the City is unable, for any reason, to meet the schedule required in order to have this work completed as part of Project construction, the Parties agree to work in good faith to implement this commitment through other acceptable means.

12.0 MINOR REVISIONS TO PROJECT APPROVALS

The City’s Public Works Director in conjunction with the City’s environmental official and Building Official is authorized to approve minor revisions to the Project and this Development Agreement that are necessary and are consistent with the terms of this Agreement, the original scope and intent of the

Project, and the scope of the Project environmental documents. All requests shall be documented. However, such authorization shall not include approval of any departures for City Code.

13.0 UTILITY RELOCATION

- 13.1 City Utilities. The Parties acknowledge that certain City-owned utility infrastructure, including all stormwater utility infrastructure located within the right-of-way or on City property, will be relocated and/or impacted by the Project. The City will notify Sound Transit whether such relocation will be performed by the City of Sound Transit. However, all costs associated with relocation shall be borne by Sound Transit.

That portion of the Design-Build Contractor's work consisting of the City's stormwater infrastructure relocation shall not be given final acceptance by Sound Transit until it is approved in writing by the City, which acceptance shall not be unreasonably withheld.

- 13.2 Other Utilities. Sound Transit may enter into relocation agreements with utilities that are impacted by the Project. In order to minimize the potential for the disturbance of any overlay or other improvements installed by Sound Transit, the Parties shall coordinate with utility providers as soon as reasonably practicable, with the goal being to provide a two-year look ahead schedule.

14.0 OPERATION AND MAINTENANCE RESPONSIBILITIES FOR IMPROVEMENTS TO BE CONSTRUCTED UNDER THE AGREEMENT

The Parties have agreed conceptually to ownership and maintenance responsibilities for infrastructure and landscaping installed as part of the Project, as depicted in Exhibit K attached and incorporated herein. This conceptual plan may change during the Project's Design-Build process; however, the following commitments will remain unchanged. Sound Transit will own and maintain all infrastructure associated with the Light Rail Transit System, including Light Rail Transit Stations and all Light Rail Transit Facilities. Upon the City's acceptance of work completed by Sound Transit, the City will own and maintain infrastructure installed within public rights-of-way, and other infrastructure installed as part of the Project that serves local needs. The City will be responsible for maintenance of all landscaping installed by Sound Transit in public rights-of-way beginning upon the close of the required plant establishment period and upon successful City inspection. Sound Transit will be responsible for maintenance of all landscaping installed on property controlled by Sound Transit.

Sound Transit shall ensure the operational functionality and maintenance of all Light Rail related infrastructure within the City in accordance with the Federal Way Link Extension Transit Way Agreement and the Operations/Communications letter dated January 3, 2019.

15.0 LIABILITY, INDEMNIFICATION

- 15.1 Sound Transit shall indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without

limitation, attorneys' fees) arising or growing out of or in connection with or related to, either directly or indirectly, the design, construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System, except to the extent such claims arise from the sole or partial negligence, errors or omissions of the City, its officers, employees, and agents.

- 15.2 Consistent with Sound Transit's indemnification obligations herein, the City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which the City has actual knowledge of or has received formal notification. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim associated with this Agreement. The City shall not settle any claim associated with this agreement directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.
- 15.3 Sound Transit expressly assumes potential liability for actions or claims brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
- 15.4 The indemnification obligations provided in this Section shall survive termination of this Agreement.

16.0 INSURANCE

- 16.1 Sound Transit shall maintain, throughout the term of this Agreement and for six (6) years after its termination, an appropriate program of insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities (including any claims against the City, its officers, employees, or agents that are subject to indemnification by Sound Transit pursuant to Section 15 above). When insurance coverage through commercial insurance or an insurance pool(s) is utilized, Sound Transit shall ensure that the City is named as an Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance coverage shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third-parties arising under this Agreement, other than for damages, claims or liabilities arising from negligence of the City and its officers, officials, employees, and agents. The limits of Sound Transit's selected coverage program in no way diminish Sound Transit's obligations to the City as set forth in this Agreement. When commercial insurance is utilized, Sound Transit shall also secure and maintain in effect insurance adequate to protect the City against claims or lawsuits that may arise as a result of the design, construction, operation, maintenance, repair, removal, occupancy, or use of the Light Rail Transit System, including, without limitation: (i) commercial general liability insurance; (ii) property insurance, including coverage for explosion, collapse, and instability; (iii) workers'

compensation insurance (to the extent required by law); (iv) employer's liability insurance; (v) comprehensive automobile liability coverage, (including owned, hired, and non-owned vehicles); (vi) environmental liability insurance; and (vii) during the construction phase, builder's risk.

- 16.2 To the extent Sound Transit utilizes commercial insurance or insurance coverage through an insurance pool or pools, Sound Transit shall carry such insurance with insurers who are licensed to do business in the State of Washington or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.
- 16.3 Sound Transit shall file with the City's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance or coverage through an insurance pool or pools is utilized, Sound Transit shall provide the City's Risk Manager with Certificates of Insurance reflecting evidence of the required insurance, naming the City as additional insureds, primary and non-contributory, and waiver of subrogation endorsements, and contain a provision that coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.
- 16.4 If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop constructing or operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.
- 16.5 On City projects impacting the Light Rail Transit Way, the City shall require any contractors or subcontractors to maintain insurance as required by the City in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on City projects impacting the Light Rail Transit Way to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or the City may itself acquire such insurance or self-insure the work.

17.0 LIENS

- 17.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means) without cost to the City, and shall indemnify the City against all costs and expenses (including attorney fees) incurred in

discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

- 17.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.
- 17.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

18.0 DISPUTE RESOLUTION

- 18.1 Dispute Resolution. Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.
- 18.2 Dispute Escalation. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest possible level possible and shall agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
- (a) Level One - Sound Transit's Project Manager or equivalent and the City's Engineer or designee shall meet to discuss and attempt to resolve the dispute as quickly as possible. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
 - (b) Level Two - Sound Transit's Executive Director of Design, Engineering, and Construction Management or designee and the City's Director of Public Works or designee shall meet to discuss and attempt to resolve the dispute, as quickly as possible. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
 - (c) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute as quickly as possible. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties may file suit or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under

this Agreement in the same manner and under the same terms as existed prior to the dispute.

19.0 DEFAULT

No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party, or the substantially prevailing party if no one party prevails entirely, shall be entitled to reasonable attorney fees and costs.

20.0 REMEDIES; ENFORCEMENT

20.1 Remedies. The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

- (a) Commencing an action at law for monetary damages;
- (b) Commencing an action for equitable or other relief; and
- (c) Seeking specific performance of any provision that reasonably lends itself to such remedy.

20.2 Failure to Enforce Prompt Compliance. Neither party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other party to enforce prompt compliance, nor shall such failure to enforce constitute a waiver of rights or acquiescence in the other party's conduct.

21.0 TERM; TERMINATION

21.1 Effective Date. This Agreement shall be effective as of the date the last party signs. Unless sooner terminated pursuant to the terms hereof, this Agreement shall remain in effect for so long as the Project is used for public transportation purposes.

21.2 Termination. Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement

or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.

21.3 Cessation of Use of Project. Upon the cessation of use of the Project, to the extent any portion of it remaining in the Public Right-of-way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Project.

21.4 Removal Plan. Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

22.0 COVENANTS AND WARRANTIES

22.1 City Warranties. By execution of this Agreement, the City warrants:

- (a) That the City has the full right and authority to enter into this Agreement and issue any permits that may be granted in accordance with the terms hereof, and that by entering into this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

22.2 Sound Transit Warranties. By execution of this Agreement, Sound Transit warrants:

- (a) That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

23.0 RECORDINGS, TAXES AND OTHER CHARGES

- 23.1 Recording. This Agreement shall be recorded pursuant to the requirements of 36.70B.190.
- 23.2 Recording Costs. Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits that may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Project or rights herein described requires the payment of any tax, levy, excise, assessment, or charges, including, without limitation, property, sales or use tax, under any statute, regulation, or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Project, or on account of their existence or use, including increases attributable to such existence or use, and excluding taxes based on the income of the City, and shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim for refund, rebate, reduction or abatement of such tax(es).
- 23.3 If Sound Transit Fails to Pay Recording Costs. The City may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

24.0 ASSIGNABILITY; BENEFICIARY

- 24.1 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party, (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, (iii) a sublease or assignment of this Agreement, in whole or in part, to a governmental entity, or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining the Project on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

- 24.2 Assignment. Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.
- 24.3 Designees. Sound Transit acknowledges and agrees that the City may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.
- 24.4 Beneficiaries. Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

25.0 DESIGNATED REPRESENTATIVES

- 25.1 To promote effective intergovernmental cooperation and efficiencies, the Parties each designate a representative ("Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each party. The Designated Representatives shall be responsible for the performance of the objectives of this Agreement.
- 25.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party's Designated Representative is named below with the individual's contact information.
- 25.3 Designated Representatives and Contact Information during Construction/Operations:

SOUND TRANSIT
Dan Abernathy, Executive Project
Director
401 S Jackson St
Seattle, WA 98104
206.903.7170
dan.abernathy@soundtransit.org

CITY OF SEATAC
Will Appleton, Public Works
Director
4800 South 188th Street
SeaTac, WA
206.973.4741
wappleton@ci.seatac.wa.us

26.0 NOTICE

- 26.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Any party at any time by

written notice to the other party may designate a different address or person to which such notice or communication shall be given.

- 26.2 Unless otherwise provided herein, all notices shall be in writing and shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 21, Termination, must be delivered in person or by certified mail, return receipt requested.

27.0 GENERAL PROVISIONS

- 27.1 Unreasonable Withholding. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 27.2 Interpretation. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be the Maleng Regional Justice Center King County, Washington.
- 27.3 Time is of the Essence. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 27.4 Appeal of City Land Use Decision. Upon adoption of the resolution that approves this Agreement, the City Council's decision shall be a final decision subject to appeal under Chapter 36.70C RCW.
- 27.5 Right of Action. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 27.6 Ambiguity. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law including the requirements of RCW 36. 70A.200.

- 27.7 Cost Responsibility. Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 27.8 Events Beyond Parties Control. The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-way, public property, or private property.
- 27.9 Agreement Amendments. This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.
- 27.10 Agreement Entirety. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreements with respect hereto.
- 27.11 Section Headings. Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 27.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 27.13 Rights of Federal Access. Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation, and the FTA. Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

28.0 SEVERABILITY

In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its authorized representative.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT) THE CITY OF SEATAC

By: _____
Peter M. Rogoff, Chief Executive Officer

By: _____
Joseph Scorcio, City Manager

Date: _____

Date: _____

Authorized by Motion No. _____

Authorized by Resolution No. _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
_____, Amy Jo Pearsall,
Senior Legal Counsel

By: _____
_____, Mark Johnsen,
Senior Assistant City Attorney

EXHIBIT LIST

Exhibit A: Term Sheet

Exhibit B: Project Description and General Alignment

Exhibit C: City Services Agreement

Exhibit D: Mitigation Plan from FWLE Record of Decision

Exhibit E: Landscaping

Exhibit F: LOC Right-of-Way Cross Sections

Exhibit G: Preliminary Permitting Plan

Exhibit H: Approved Construction Haul Routes

Exhibit I: Approved Construction Detour Routes

Exhibit J: LOC S 208th

Exhibit K: Operations and Maintenance Responsibilities

EXHIBIT A:

TERM SHEET

DRAFT

TERM SHEET
BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT
RELATED TO THE FEDERAL WAY LINK EXTENSION PROJECT

1. Background

- 1.1 The City of SeaTac (City) is a non-charter municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.
- 1.2 Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- 1.3 The Federal Way Link Extension Project (Project) is part of the Sound Transit 2 and Sound Transit 3 Plans for which voters approved financing in 2008 and 2016, respectively, and is an element of Sound Transit's Long Range Transit Plan.
- 1.4 The City and Sound Transit have completed the Airport Link Extension and S 200th Link Extension light rail projects located within the City. The City and Sound Transit have executed Transit Way Agreements for prior projects that provided Sound Transit the non-exclusive rights to own and operate light rail within limited portions of the City's right-of-way.
- 1.5 A new Transit Way Agreement will be required for this project.
- 1.6 Sound Transit has conducted environmental review for the Project in accordance with the National and State Environmental Policy Acts (NEPA and SEPA). Sound Transit and the Federal Transit Administration published the Final Environmental Impact Statement (EIS) on November 18, 2016.
- 1.7 Concurrent with the completion of the environmental review process, Sound Transit advanced the design of the preferred alternative in coordination with key stakeholders. The City and Sound Transit agree that the current understanding of the preferred alternative is as shown in the Pre-Final Preliminary Engineering (PE) Submittal, dated September 23, 2016, which has been provided to the City. Additional design elements that were not reflected in the submittal but which will be incorporated in future submittals were documented in the associated transmittal memo and accompanying

exhibits, dated September 23, 2016.

- 1.8 The Sound Transit Board made a final decision on the project to build on January 26, 2017. The Project will extend south from the Angle Lake Station in the City of SeaTac, cross International Boulevard (SR 99) and continue along the south edge of the future SR 509 alignment to Interstate 5 (I-5). It will continue south along the west side of I-5. In the Kent/Des Moines station area, the alignment transitions west to be close to Highline College with a station in the City of Kent, located west of 30th Avenue South. The alignment will then continue south along the west side of I-5 to include the S 272nd Star Lake Station within the City of Kent and will terminate at the Federal Way Transit Center Station in the City of Federal Way.

2 Purpose

This Term Sheet is intended to address and document progress toward goals identified by the Sound Transit Board in Motion M2015-56, which directed Sound Transit staff to work with local jurisdictions in the corridor to identify and obtain commitments for permitting processes that would provide certainty and predictability for the Project, such as use of completed Sound Transit Environmental documents and FTA mitigation requirements, establishing a consolidated permit process, amending and resolving technical code requirements that are impractical or infeasible, supporting and accommodating the light rail system in land use plans and development regulations, and allowing for extended vesting or duration of land use approvals.

3 Progress to Date

- 3.1 **SEPA Compliance.** Sound Transit is the lead agency for compliance with SEPA. In coordination with the City, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with SEPA requirements. The environmental review covers the City's issuance of permits for the project as well as environmental mitigation, and the City intends to rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600. The foregoing is not intended to limit the City's authority to impose reasonable permit conditions pursuant to its development regulations.
- 3.2 **Establish a Consolidated Permitting Process.** Sound Transit and the City agree to develop a consolidated permitting process for Project review and approval. The parties intend to execute a Development and Transit Way Agreement, which if executed would replace the City's Conditional Use Permit for the Project, and would address land use approvals as was successfully used to permit the South 200th Link Extension Project. The City agrees to identify and evaluate opportunities to streamline the process and avoid duplication where feasible. Final Permitting is expected to occur in 2018 – 2020.

4. Conclusion and Signature Block

This Term Sheet is intended by the Parties to serve as a non-binding statement of the Parties' progress toward the goals identified by the Sound Transit Board in Motion M2015-56. Sound Transit and the City acknowledge that this Term Sheet is not a complete statement of terms and conditions that will apply to the transactions contemplated in this agreement. If Sound Transit and the City determine it is in their respective best interests to enter into an agreement or agreements at some future date related to the subject matter of this Term Sheet, the terms of those agreements shall govern. The City and Sound Transit recognize that future agreements will be subject to approval by the City Council and Sound Transit Board and must comply with applicable state and federal regulations. Additional issues not addressed in this Term Sheet may be identified and included in the Development Agreement or future agreements.

SOUND TRANSIT



Peter M. Rogoff
Chief Executive Officer

Date

2/28/17

CITY OF SEATAC



Joseph Scorcio
Acting City Manager

Date

3-6-17

Approved as to Form:

- 3.3 Resolve Code Requirements.** The City has determined that the Project as represented in the Pre-Final PE Submittal and accompanying exhibits is generally well-designed. The City commits to consider a development agreement that would provide flexibility from development standards, if such flexibility would benefit the City at an equal or greater value relative to the standards.
- 3.4 Support Light Rail System in Land Use Plans and Development Regulations.** The City commits to work with Sound Transit to review existing land use plans and development regulations and take necessary and appropriate actions, such as those identified in this Term Sheet, to ensure that the plans and regulations support and accommodate the Project. If necessary, the City will consider amendments to existing land use and development regulations. The City has also previously adopted High Capacity Transit development regulations to address the development of light rail within the City.
- 3.5 Vesting.** Under Washington law, certain building and development regulations can "vest," or be locked in, early in the development process. In the City, permit vesting occurs with submittal of a complete building and/or site engineering/right of way permit application. The City and Sound Transit will cooperate to identify where vesting can occur early in the process so that Sound Transit can design the Project according to consistent standards, and predict Project costs and timelines with reasonable certainty.
- 3.6 Compensation for Services.** The parties agree that work to be performed by the City is of an unusual and time-consuming nature and must be kept on a fast track to meet the schedule demands of Sound Transit. The parties agree to execute a Funding Agreement upon execution of this Term Sheet that would provide terms and conditions for Sound Transit to pay the City for the following fees and services:
- 3.6.1** A fee of \$20,000 for Pre-Application Development Review. As outlined in the Funding Agreement, the parties have agreed that payment for the pre-application development review will occur upon final execution of the funding agreement. This fee will be deducted from the final permit fees; and
- 3.6.2** Direct costs related to the City's review of PE plans and construction contractor procurement documents for a minimum time period beginning upon execution of this Term Sheet through Sound Transit's issuance of the RFP documentation.

EXHIBIT B:

PROJECT DESCRIPTION AND GENERAL ALIGNMENT

DRAFT

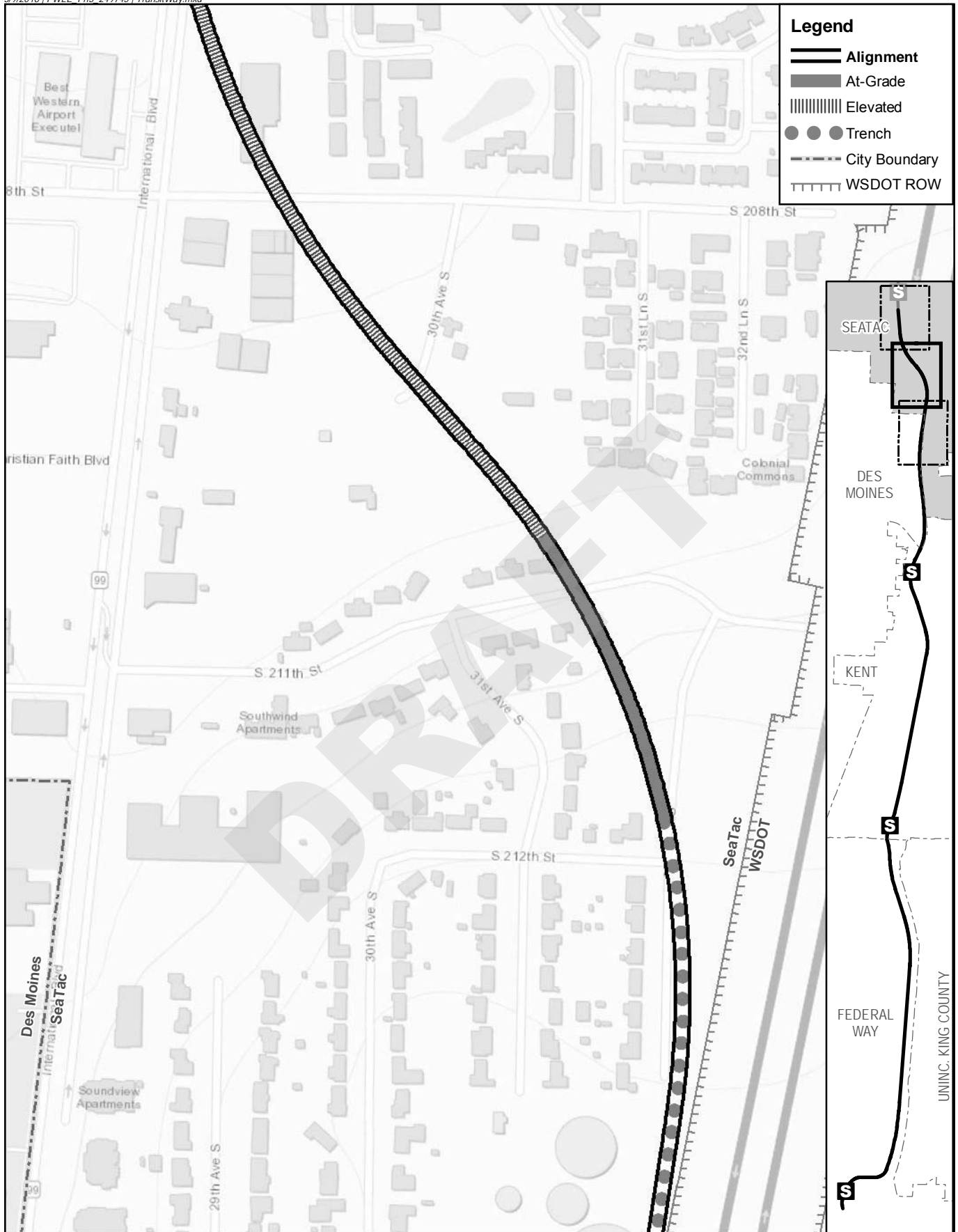
GENERAL DESCRIPTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

General Description of Federal Way Link Extension Alignment Location in SeaTac

Route: Approximately 0.9 miles from the Angle Lake Station tail track along the west side of I-5 in a combination of retained cut, retained fill, at-grade, and elevated structures to the northern City limits on the north side of S 216th Street.

DRAFT

Light Rail Alignment and Station Locations
City of SeaTac
Federal Way Link Extension



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

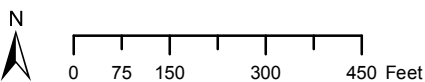
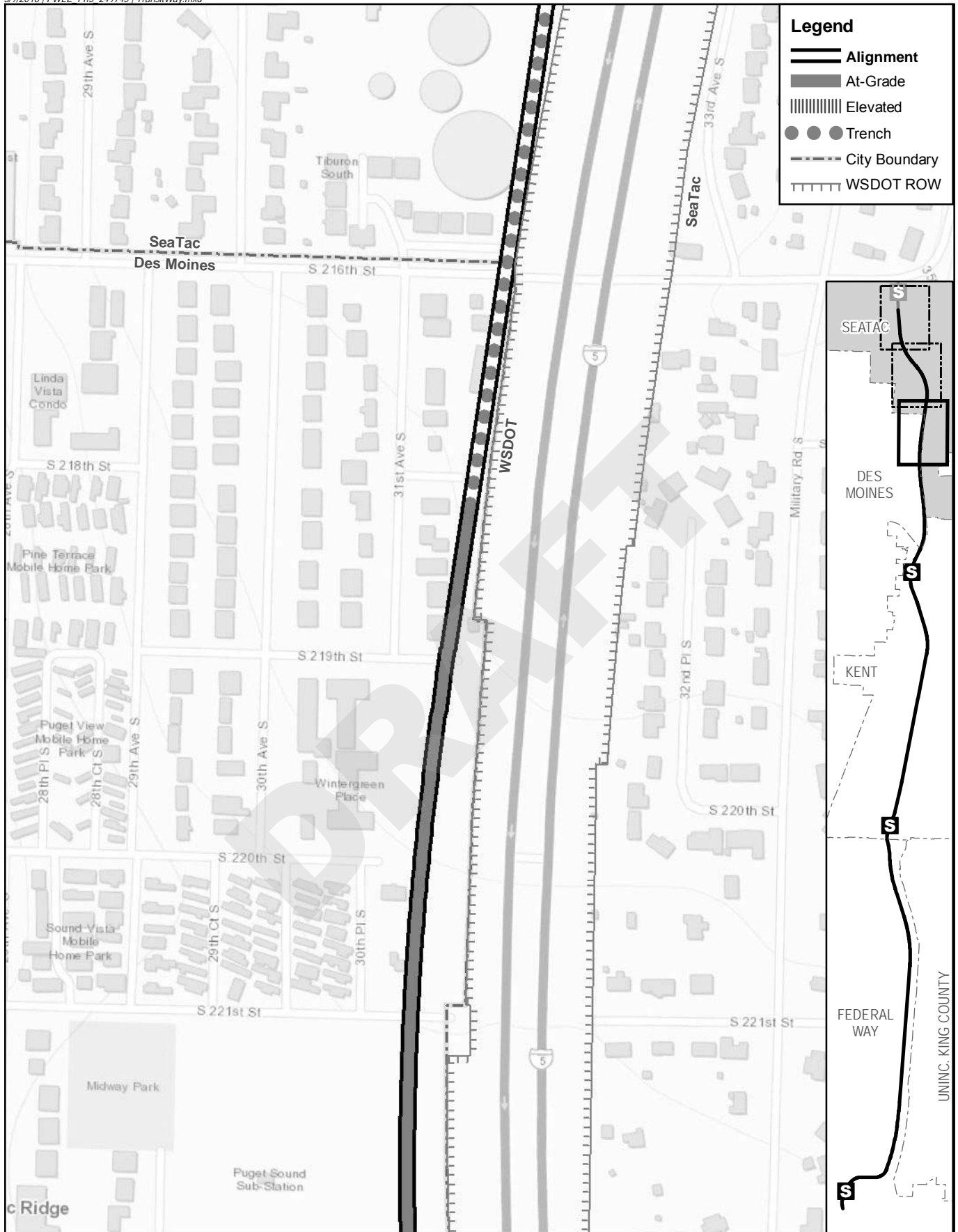


EXHIBIT B-2
 Light Rail Alignment and Station Locations
 City of SeaTac
 Federal Way Link Extension



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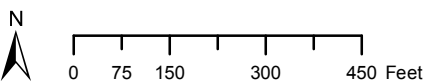


EXHIBIT B-3
Light Rail Alignment and Station Locations
City of SeaTac
Federal Way Link Extension

EXHIBIT C:

**CITY SERVICES AGREEMENT
BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT
FOR CITY COSTS RELATED TO SOUND TRANSIT
PROJECT REVIEW AND PERMITTING**

DRAFT

CITY SERVICES AGREEMENT
BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT
FOR CITY COSTS RELATED TO SOUND TRANSIT PROJECT REVIEW AND PERMITTING

This Agreement is entered into between the City of SeaTac (City), a Washington municipal corporation, and Sound Transit, a regional transit authority of the State of Washington for the purposes set forth below.

RECITALS

- A. The City is a non-charter municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.
- B. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- C. The City is responsible for administering state and local land use laws and development regulations that will apply to Sound Transit projects located within the City's jurisdiction. The City is also responsible for managing streets and municipal utilities within its jurisdiction and for providing municipal services such as public safety.
- D. The Sound Transit Long Range Transit Plan identifies the Federal Way Link Extension Project (FWLE) Project within the City's jurisdiction.
- E. Sound Transit completed environmental review of the FWLE Project with the issuance of a Final Environmental Impact Statement (EIS) on November 18, 2016 and the Sound Transit Board identified the project to be built by passing Resolution R2017-02 on January 26, 2017. FTA issued a Record of Decision on March 6, 2017 and FHWA issued a Record of Decision on March 9, 2017.

1. General

1.1 Purpose. Sound Transit's FWLE Project includes facilities to be constructed within the City's jurisdiction. Interaction will be required between the City and Sound Transit to prepare, review and approve agreements, prepare construction plans and to secure property rights, permits, and approvals from the City for the construction of Sound Transit's facilities. The intent of this Agreement is to establish (1) roles and responsibilities with regard to the FWLE Project, (2) terms and procedures for the City to review and approve the proposed use and permits, and (3) a task order process for Sound Transit to pay the City for the costs of providing design, permitting, and public right-of-way review and approval services that will be required to allow construction of Sound Transit facilities within the City.

2. Designated Representatives

The City and Sound Transit have designated formal points of contact and coordination for this Agreement as shown below. Each designated representative is responsible for coordinating the input

and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties may change designated representatives by written notice to the other Party during the term of this Agreement. Task orders may designate other individuals as points of contact for each task order.

	<u>City</u>		<u>Sound Transit</u>
Name	Will Appleton	Name	Dan Abernathy
Title	Public Works Director	Title	Project Director
Address	4800 S. 188 th St	Address	401 S. Jackson Street
Phone	206 973 4741		Seattle, WA 98104-2826
Email	wappleton@ci.seatac.wa.us	Phone	(206) 903-7170
		Email	dan.abernathy@soundtransit.org

3. Cooperation and Good Faith Efforts

3.1 The Parties understand and agree that the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

3.2. The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

4. Environmental Review

4.1 Sound Transit is the lead agency for compliance with SEPA. In coordination with the City and other agencies with jurisdiction, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with SEPA requirements. The environmental review covers the City's issuance of permits for the Project as well as environmental mitigation, and the City intends to rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600. The foregoing is not intended to limit the City's authority to impose reasonable permit conditions pursuant to its development regulations.

5. Essential Public Facilities

5.1 The Parties agree that the FWLE Project is a regional transportation facility that has the status of an essential public facility ("EPF") and that the requirements of RCW 36.70A.200 are applicable. Under RCW 36.70A, the City may not utilize development regulations to render impracticable Sound Transit's decisions on siting and location of the Project; however, the City may impose reasonable permit conditions on the Project.

6. Task Orders for City Services

6.1 The value of work to be performed under this agreement is estimated at no less than One Million (\$1,000,000) and will be further defined and refined through individual task orders.

6.2 General Approach. Sound Transit agrees to pay the City for the costs associated with particular tasks that:

- Are required because of the implementation of Sound Transit's FWLE Project in the City (including any tasks, or unforeseen project changes that may be identified as the project evolves) and
- Sound Transit asks the City to undertake.

This may include tasks that Sound Transit asks the City to complete on a shorter schedule than the City would otherwise follow. City services are described in further detail in Section 6.3.

In general, Sound Transit will pay for costs covered under this agreement except for the following:

- Coordination between Sound Transit and the City normally provided, as between government agencies unless otherwise provided by this agreement.
- City services provided in the ordinary course of business and on the City's usual time and schedule.
- City services that ST will pay for under existing land use, permitting, or other fee schedules. An exception to this exclusion would occur if a task order or other agreement establishes a different payment structure for extraordinary plan reviews and inspections in lieu of the established payments and fees.

6.3 Task Orders. A task order shall be prepared and executed by the Parties for each work effort to be covered by this Agreement. A list of anticipated task orders is attached as Exhibit A. Task orders shall be in a format similar to that shown in Exhibit B. Each task order shall contain a scope of work, a detailed cost estimate, and a schedule of work. The cost estimate shall establish a maximum funding level for the task order based on initial tasks, and subject to revision if scope and costs expand, pursuant to Section 19.9. Each task order shall be executed by authorized representatives of Sound Transit and the City and shall incorporate by reference the provisions of this Agreement.

6.4 City Services. Task orders may address some or all of the following types of activities as appropriate to the project or phase. Each task described below is optional and should only be included in Task Orders when the City and Sound Transit agree it is appropriate.

A. Project Administration.

A.1. Coordination and Communication. Activities including participation at regularly scheduled project-level coordination meetings and providing on-going project management activities, as well as central coordination of all submittal reviews, comment coordination and consolidation, and identification of projects or proposals (i.e. utility or public works projects or private development projects) that have the potential to conflict with or interfere with Sound Transit's Projects.

A.2 Management and Administration. Project management activities including staffing, budget, and schedule management, progress reports and invoicing, and other related activities.

A.3 Agreements. Review and approval of Memoranda of Understanding, Development Agreements, Services Agreements, Task Orders and other related activities.

B. Design Review. Project design review consisting of informal “over the shoulder” (OTS) reviews and formal design submittals for which the City is expected to provide formal comments to Sound Transit.

B.1. OTS Review. OTS review meetings may be scheduled on an as-needed basis to keep Project team members apprised of developments in the design process, seek feedback or concurrence from the City on aspects of the design as it is progressing, and to determine whether the design is consistent with City codes and regulations.

B.2. Formal Submittals. Sound Transit will submit design review packages to the City for formal review and comment. The design review packages, including specific timeframes for Sound Transit to provide advance notification to the City and for City review, are to be described in the scopes of work included in Task Orders. If the City foresees that comments will not be returned within the agreed upon timeframe, the City shall notify Sound Transit of the delay as soon as possible so the Parties can determine an acceptable solution. City comments should identify any aspects of the design that do not meet City codes and regulations so the inconsistency can be corrected.

C. Planning and Design Coordination.

C.1 Station Access Improvements. Coordination between the City and Sound Transit with regard to station access improvements, such as placement of kiss and ride facilities, ride share services, and other emerging technologies, transit integration, wayfinding, and non-motorized access improvements.

C.2 Transit Oriented Development (TOD). City services to partner with Sound Transit to incorporate TOD principles during project design and permitting and to support Sound Transit in evaluating and planning for TOD around Sound Transit facilities and on Sound Transit owned properties that will no longer be needed for future transit operations or maintenance after construction is complete.

C.3 Right-of-Way. Coordination between the City and Sound Transit with regard to City ROW. This may include review of a Transit Way Agreement, necessary temporary easements or street vacations, or any other actions/transfers involving City ROW.

C.4 Joint Projects or Partnerships. City services that meet the general approach described in Section 6.1 where partnership will occur for a related separate City project, that ST may be contributing to as mitigation or project enhancement, or if there is a third party project (private, WSDOT, utility) that ST and the City need to coordinate with, or if there is something specific that ST needs to incorporate into the Sound Transit Project.

D. Permits and Approvals.

D.1. Establish Permit Process. The City to coordinate with Sound Transit to determine a streamlined and consolidated permitting process for the Project that would allow for the City to review and process permits in the most expeditious manner allowable under applicable laws. This may include the preparation of a development agreement, development code amendments, or other types of documents to implement a permitting process.

D.2. Permitting and Inspection Activities. City permitting activities directly related to permit processing, approval and issuance, including inspections, if these activities are not already provided for through standard permitting fees.

E. Other Services. Other services as deemed appropriate by the City and Sound Transit as the project evolves.

6.4 Eligible Costs. The following types of expenditures shall be eligible for reimbursement:

- Direct project costs including labor charges at the employees' current salary rates including any incremental raises they may receive during the Task Order period and including applicable employee benefits. Overtime is an eligible cost if it is necessary to meet Sound Transit's schedule or deadlines and is approved by both the City's and Sound Transit's Designated Representatives.
- Direct non-salary costs reimbursed at the actual cost to the City.
- All consultant costs that are consistent with the activities identified in the Task Order Scope of Work and within the Task Order Cost Estimate.
- This Agreement does not cover the City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles, except those expenses normally included in the City's cost-based fee calculation for services.

6.5 Performance. If the City does not perform the services described in the Task Orders, provide formal review comments within the Design Submittal review times set forth in Section 6.3, or fails to identify development code conflicts that require design changes during the permitting process, and if the failure to perform is solely attributable to the City's actions or inactions, corrective action must be taken by the City. Appropriate corrective action will first be established by the City and Sound Transit Designated Representatives. Should corrective action not resolve the problem within one (1) week, the dispute resolution process may be commenced and Sound Transit may request specific resolutions including a reduction in the fees owed by Sound Transit to the City.

7. Invoicing

7.1 The City shall submit invoices and supporting documentation for task order payments. The invoices must include the appropriate purchase order number, which Sound Transit will provide after execution of each task order, a cover memo including a description of services provided by the City, and supporting documentation detailing the work completed and associated costs.

7.2 The City shall submit its invoices monthly with the required documentation via email or mail to AccountsPayable@SoundTransit.org, or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices are payable within thirty (30) days upon Sound Transit's receipt of the invoice and acceptable documentation.

7.3 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment for contested portions of the invoice until supporting documentation for the contested portions are provided, however such approval shall not be unreasonably withheld.

8. Suspension and Termination

8.1 If the City has not received payment from Sound Transit as provided in Section 6, the City may suspend performance of all or any part of the associated work after giving Sound Transit fourteen (14) days' notice of City's intent to do so. Such suspension shall remain in effect until payment is made in full, at which time the suspension shall be lifted.

8.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the dispute resolution process identified in Section 10 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety (90) days' notice to the other Party.

8.3 This Agreement shall terminate with the mutual consent of both parties.

8.4 Except as provided in this Section, a termination by either Party shall not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accord with the terms of this Agreement.

9. Indemnity

9.1 Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:

9.1.1 The indemnifying Party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees; and

9.1.2 The indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party and the other Party, or of the indemnifying Party and a third party other than an officer, agent, or employee of the indemnifying Party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.

9.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.

9.3 The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

10. Dispute Resolution

10.1 The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the Project, except as set forth herein.

10.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

10.3 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

10.4 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

10.4.1 Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

10.4.2 Level Two - Sound Transit's Executive Project Director, and the City's Public Works Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

10.4.3 Level Three - Sound Transit's Executive Director, Engineering and Construction Management or Designee and the City's Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

10.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

11. Remedies and Enforcement

11.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of this Agreement:

11.1.1 Commencing an action at law for monetary damages;

11.1.2 Commencing an action for equitable or other relief;

11.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy; and/or

11.1.4 The prevailing party (or substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.

11.2 All remedies set forth above are cumulative and the exercise of one shall not foreclose the exercise of others.

11.3 Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

12. Duration of Agreement

12.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until all Sound Transit Projects contemplated by this Agreement are completed and any associated punch list items are deemed complete by the City, unless this Agreement is extended by mutual agreement of the Parties, or unless this Agreement is superseded by a future agreement or is sooner terminated as provided in Section 8 above.

13. Warranties

13.1 By execution of this Agreement, the City warrants:

13.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

13.1.2 That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

13.2 By execution of this Agreement, Sound Transit warrants:

13.2.1 That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

13.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that upon approval by Sound Transit, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

14. Administration of Agreement

14.1 This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.

14.2 Each Party shall bear its own costs of administering this Agreement, except as otherwise provided in this agreement.

15. Posting of Agreement

15.1 Pursuant to RCW 39.34.040, each party shall list this Agreement and any amendment on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing in accordance with their agency's policy.

16. Assignment and Beneficiaries

16.1 Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. There are no third party beneficiaries to this Agreement.

17. Notices

17.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.

17.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv)

delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 7, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

18. Audits

18.1 Sound Transit and the City shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the City and Sound Transit.

19. General Provisions

19.1 The Parties shall not unreasonably withhold requests for information, approvals, or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or SeaTac City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents must be first approved by vote of the Sound Transit Board or SeaTac City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

19.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

19.3 This Agreement shall be binding upon and inure to the benefit of successors and assigns of the City and Sound Transit.

19.4 Time is of the essence in every provision in this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any City holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

19.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

19.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.

19.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

19.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

19.9 This Agreement and related task orders may be amended only by a written instrument executed by each of the Parties hereto.

19.10 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

20. Severability

20.1 In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

21. City's Permitting and Regulatory Authority

21.1 Nothing in this Agreement shall be deemed a waiver of the City's regulatory authority or permitting authority as to any of the permits required for the Project, nor a predetermination of the compliance of the Project with applicable codes and regulations. The City retains the right to approve or reasonably condition permits required for the Project within the bounds of the City's legal authority.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

SOUND TRANSIT

By: 
Peter M. Rogoff, Chief Executive Officer

Date: 7/19/17

THE CITY OF SEATAC

By: 
Joseph Scorcio, City Manager

Date: 7-27-17

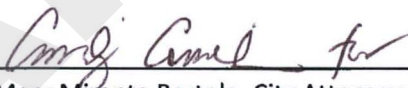
Authorized by Motion No.
M2017-71

Authorized by City Council
Motion on 7/11, 2017.

Approved as to form:

By: 
Amy Jo Pearsall, Senior Legal Counsel

Approved as to form:

By: 
Mary Mirante Bartolo, City Attorney

EXHIBITS

Exhibit A: Anticipated Task Orders under this Agreement

Exhibit B: Task Order Format

DRAFT

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EXHIBIT D:

MITIGATION PLAN FROM FWLE ROD

DRAFT

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Transportation	3 and 5	Traffic	Long-term	<p>Mitigation will be required at intersections where the intersection level of service (LOS) will be worse than with the No Build Alternative and will not meet the applicable agency LOS standard. If an intersection is not expected to meet agency LOS standards with the No Build Alternative, Sound Transit will participate in mitigation if the FWLE substantially degrades the intersection performance further.</p> <p>The following measures will improve the AM and PM peak intersection delay to meet LOS standards, or to achieve the same LOS or better for intersections that will be below standards with the No Build Alternative:</p> <ul style="list-style-type: none"> SR 99 and Kent-Des Moines Road: a second northbound right-turn pocket, a new northbound left-turn pocket on SR 99. <ul style="list-style-type: none"> Additional mitigation for the interim terminus conditions: northbound right-turn signal overlap phase, restricted westbound U-turn movement SR 99 and S 240th Street: protected plus permissive signal phasing for eastbound and westbound approaches. <ul style="list-style-type: none"> Additional mitigation for the interim terminus conditions: additional southbound left-turn pocket, widened S 240th Street, westbound and northbound right-turn pockets SR 99/S 272nd Street: northbound right-turn pocket. I-5 northbound ramps/S 272nd Street: northbound left-turn pocket. I-5 southbound ramps/S 272nd Street: southbound right-turn pocket, rechannelized southbound approach to a shared left-through and right-turn-only lane. Military Road S/S 272nd Street: southbound right-turn pocket. Star Lake Road/S 272nd Street: eastbound and westbound left-turn pockets. SR 99/S 320th Street: northbound right-turn pocket. Military Road S/259th Place S/S Reith Road: westbound and southbound right-turn pocket. <p>Sound Transit will provide these improvements or other improvements agreed to with the agency of jurisdiction. As the project design advances, Sound Transit will continue to work with affected jurisdictions/agencies to evaluate mitigation strategies for safe, efficient operations. Final mitigation will be determined and agreed upon by Sound Transit and the affected jurisdiction(s) and agency(s). Sound Transit's contribution to improve intersections will be determined during the project permitting process. This may include contributing a proportionate share of costs to improve intersections affected by the FWLE, based on the project's proportionate ratio of trips at the intersection, or another equitable method.</p>
			Construction	<p>Sound Transit will develop a Maintenance of Traffic plan to address the effects of construction activities on the transportation system in the study area during construction. The plan will include at least the following measures, to address specific circumstances as necessary:</p> <ul style="list-style-type: none"> Conform to the Manual on Uniform Traffic Control Devices (FHWA, 2009) and jurisdictional requirements for all maintenance of traffic plans. Install advance warning signs and highly-visible construction barriers, and use flaggers where needed. Consider a variety of traffic and travel demand management strategies.

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				<ul style="list-style-type: none"> Clearly sign and provide reasonable detour routes when cross streets are closed for elevated guideway and trench construction. The contractor will be required to keep nearby parallel facilities open to facilitate access and mobility. Use lighted or reflective signage to direct drivers to truck haul routes to ensure visibility during nighttime work hours. Use special lighting for work zones and travel lanes, where required. Communicate public information through tools such as print, radio, posted signs, websites, and e-mail to provide information regarding street closures, hours of construction, business access, and parking impacts. Coordinate access closures with affected businesses and residents. The contractor will be required to perform this task in coordination with Sound Transit staff. If access closures are required, property access to residences and businesses will be maintained to the extent possible. If access to the property cannot be maintained, the specific construction activity will be reviewed to determine if it could occur during non-business hours, or if the parking and users of this access (for example, deliveries) could be accommodated at an alternate location. Post advance-notice signs prior to construction in areas where construction activities will affect access to surrounding businesses. Provide regular updates to schools, emergency service providers, local agencies, solid waste utilities, and postal services, and assist public school officials in providing advance and ongoing notice to students and parents concerning construction activity near schools. Schedule traffic lane closures and high volumes of construction truck traffic during off-peak hours to minimize delays, where practical. Cover potholes and open trenches, where possible, and use protective barriers to protect drivers from open trenches. Place a temporary construction barrier near the southbound I-5 edge of pavement where barriers are not already present to separate construction activity from I-5 mainline traffic. To minimize potential freight impacts, coordinate with affected businesses throughout the construction period to notify them of lane and access closures and maintain business access as much as possible.
	3 and 5	Transit	Long-term	No mitigation is required.
			Construction	Construction of the Preferred Alternative will temporarily close the entire Star Lake Park-and-Ride. Sound Transit will mitigate this closure by routing transit riders to available spaces at other nearby park-and-ride lots or leasing parking lots and/or new parking areas in the vicinity. Sound Transit will coordinate with King County Metro on temporarily rerouting bus service as needed.
	3	Safety	Long-term and construction	No mitigation is required for operation or construction.
	3 and 5	Parking	Long-term	Sound Transit will compensate business owners at fair market value for parking spaces it acquires. Sound Transit will work with local jurisdictions to evaluate and, if necessary, implement hide-and-ride mitigation around any of the stations. If requested by local jurisdictions, Sound Transit will inventory on-street parking around a station before and after the start of light rail revenue service, and will then determine where mitigation measures

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				will be needed in coordination with the local jurisdiction. Potential parking-control measures include parking meters, restricted parking, passenger and truck load zones, and residential parking zones (RPZs). For those agreed-to parking controls, Sound Transit will pay for signage or other parking-control installations for 1 year after the FWLE begins operating. The local jurisdictions will be responsible for monitoring and providing all enforcement and maintenance, including ongoing RPZ-related costs. Owners of off-street private lots will be responsible for monitoring and preventing potential hide-and-ride parking in their own lots.
			Construction	No mitigation is required.
	3 and 5	Non-motorized facilities	Long-term and construction	No mitigation is required.
	5	Freight mobility	Long-term	No mitigation is required.
			Construction	For any construction activities that might have I-5 impacts, Sound Transit will provide construction information to WSDOT for use in the state's freight notification system. Sound Transit will provide information in a format acceptable to WSDOT.
Acquisitions, Displacements, and Relocations	4.1	Acquisitions, displacements, and relocations	Long-term and construction	Sound Transit will compensate affected property owners according to Sound Transit's adopted real estate property acquisition and relocation policy, procedures, and guidelines (Sound Transit, 2014a, b). These policies and procedures comply with the federal Uniform Relocation Act and the State of Washington's relocation and property acquisition requirements, and in some cases provide advisory services above the minimum requirements of federal and state law.
Land Use	4.2 and 5	Land use	Long-term and construction	No mitigation is required.
Economics	4.3	Economics	Long-term	No mitigation is required.
	5	Local businesses	Construction	<p>Sound Transit will develop a construction mitigation plan to address project affects to businesses in the study area during construction and will dedicate staff to work with the affected businesses. The plan will include at least the following measures:</p> <ul style="list-style-type: none"> • Provide 24-hour construction telephone hotline. • Provide business cleaning services on a case-by-case basis. • Provide detour, open-for-business, and other signage as appropriate. • Establish effective communications with the public through meetings and construction updates, alerts, and schedules. • Implement promotion and marketing measures to help affected business districts maintain their customer

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				<p>base.</p> <ul style="list-style-type: none"> Maintain access to each business as much as possible and coordinate with businesses during times of limited access. Provide a community ombudsman to investigate and address complaints.
Social, Community, and Neighborhoods	4.4 and 5	Social	Long-term and Construction	No mitigation is required.
Visual and Aesthetics	4.5 and 5	Visual	Long-term	<p>As Sound Transit develops the detailed design, it will incorporate a combination of the following measures as appropriate where the FWLE lowers visual quality at locations identified in Figures 4.5-1 to 4.5-3 in Section 4.5 of the Final EIS:</p> <ul style="list-style-type: none"> <i>Mitigation Measure 1:</i> Remaining vegetation outside of WSDOT I-5 rights-of-way might screen some views of FWLE components along I-5 from adjacent and other nearby residences. Where remaining vegetation and/or sound walls do not effectively screen views of FWLE components, Sound Transit will add new landscaping adjacent to residential areas. As appropriate, Sound Transit will provide landscaping beyond code requirements (i.e., greater widths of planting strips or plant materials) to provide effective visual mitigation. Where appropriate and agreed upon with property owners, Sound Transit will add landscaping on private property (i.e., within the yards of adjacent residences) to help screen views of FWLE components. <i>Mitigation Measure 2:</i> In areas next to residences where there is not enough room to add landscaping that would screen views of FWLE sound walls, the sound walls will be treated with visually interesting elements such as design treatments that incorporate, textures, patterns, and/or color. Where appropriate, Sound Transit will consider adding lower-growing and smaller-scale landscaping along the base of sound walls adjacent to residences to soften the walls' appearance. <i>Mitigation Measure 3:</i> Vegetation removal along the I-5 corridor within the WSDOT right-of-way as well as within Resource Conservation Areas will be minimized to the extent practicable as determined in consultation with WSDOT. When mitigation is required, Sound Transit will consult with WSDOT staff to develop appropriate site-specific measures and offsite mitigation to provide effective visual mitigation, consistent with the WSDOT <i>Roadside Policy Manual</i> (WSDOT, 2015). The manual describes the extent of the mitigation that is required for lost vegetation, vegetation types, and replacement ratios, and where replacement can occur. The manual requires that "mitigation for lost or damaged RCAs must consist of an equal value exchange that provides appropriate performance values identified in the manual." This includes replacing RCA land impacted by the project, as well as replanting that land. The manual includes permanent irrigation requirements for impacted RCAs and specific plant establishment criteria. Sound Transit will also restore or replace impacted vegetation in the highway right-of-way outside of RCAs in accordance with the manual. Specific types, amounts, and locations for replanting will be identified in consultation with WSDOT and through development of a roadside master plan.
			Construction	During construction, Sound Transit will provide visual screening for station construction and staging areas adjacent to residential areas and schools, where required by local jurisdictions. Visual screening could include a solid barrier to screen ground-level views into the construction area. When possible, Sound Transit will preserve

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				existing vegetation to assist in screening views. Sound Transit will shield construction lighting and direct it downward to avoid light spillover onto adjacent sensitive uses. Sound Transit will comply with local jurisdictions' requirements for controlling construction lighting.
Air Quality and Greenhouse Gases	4.6 and 5	Air quality	Long-term	No mitigation is required.
			Construction	No mitigation is required.
Noise and Vibration	4.7	Light rail noise	Long-term	Noise mitigation measures will be provided consistent with Sound Transit's Light Rail Noise Mitigation Policy (Motion No. M2004-08) and the FTA Guidance Manual (2006). During final design, all potential impacts and mitigation measures will be reviewed for confirmation, and if it is discovered that mitigation could be achieved by a less costly means or if the detailed analysis shows no impact, a mitigation measure may be eliminated or modified. Mitigation will also be determined for any new impacts identified during final design. After light rail operations have started, if the resulting noise exceeds FTA criteria, more mitigation may be required. Sound walls will be built where feasible and reasonable, as determined by Sound Transit, based on specific site conditions. Sound walls will be along the side of the guideway structure for elevated profiles, and will be on the ground for at-grade, retained cut, or trench profiles. Based on the EIS analysis, sound walls between 4 and 18 feet tall will be needed for 20,700 feet along the west side of the alignment and sound walls 4 to 6 feet tall will be needed for 4,700 feet along the east side of the alignment. If sound walls are not effective, then sound insulation of the building will be evaluated and provided if the interior noise level does not meet the standard in the Sound Transit Noise Mitigation Policy. Special trackwork (e.g., movable-point or spring-rail frogs) will be used to eliminate the noise-causing gap between tracks at switches and crossovers at locations where this gap causes an impact.
	4.7	Park-and-ride noise	Long-term	Noise mitigation for the park-and-rides will consist of design features such as sound walls within the parking structure or near the perimeter of the Kent/Des Moines station.
	4.7	Traffic noise	Long-term	The length and height of proposed light rail sound walls will be designed to mitigate traffic noise impacts as practical. The existing sound wall south of S 288th Street will be partially replaced east of the guideway where the guideway will be elevated over Bingaman Creek. A second sound wall will be constructed to the west of the guideway in this area as well if the SR 509 Extension is constructed in this area. All of the traffic noise impacts will be mitigated with sound walls.
	4.7	Vibration and groundborne noise	Long-term	No mitigation is required for groundborne noise. Vibration impacts will be mitigated with use of ballast mats or tire-derived aggregate below the light rail track or high-compliance direct-fixation (HCDF) track fasteners. If warranted, special trackwork with low-impact frogs will be used in place of a conventional frog where crossovers (the point at which two rails cross) would cause a vibration impact that cannot be mitigated through other measures. Sound Transit will confirm or modify the need for and effectiveness of the identified vibration mitigation measures during final design.
	5	Construction noise and vibration	Construction	Sound Transit will comply with applicable construction permits and BMPs to avoid and minimize temporary noise and vibration impacts; no additional mitigation is needed.

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Water Resources	4.8 and 5	Water resources	Long-term	The Preferred Alternative will realign approximately 1,000 feet of Bingaman Creek south and north of S 288th Street. Mitigation information for this impact is described below under Ecosystems.
			Construction	No mitigation is required.
Ecosystems	4.9 and 5	Wetlands and wetland buffers	Long-term	<p>Sound Transit will mitigate long-term impacts on wetlands and wetland buffers by replacing resources through one or more of the following methods:</p> <ul style="list-style-type: none"> • Approved wetland mitigation banks • King County in-lieu fee program • Advance offsite compensatory mitigation • Project-specific mitigation developed by Sound Transit and approved by appropriate regulatory agencies and in consultation with affected tribes. <p>Sound Transit will implement compensatory mitigation in accordance with applicable federal, state, and local requirements and guidelines. Publicly or privately owned portions of the McSorley Creek Wetland may provide opportunities for mitigation through enhancement, or by removing fill materials along the perimeter of the wetlands to create and reestablish wetland acreage and function. Sound Transit will determine final wetland mitigation actions during final design and permitting.</p>
			Construction	<p>Sound Transit will avoid impacting wetlands as much as practicable during construction. Where it cannot avoid impacts, it will restore wetlands and wetland buffers temporarily impacted by construction and will mitigate long-term temporary impacts as described above.</p> <p>Compensatory mitigation will be implemented in accordance with applicable federal, state, and local requirements and guidelines. To the extent that impacts cannot be avoided, Sound Transit will provide compensatory mitigation to achieve no net loss of ecosystem function and acreage.</p>
	4.9	Streams	Long-term	Sound Transit will mitigate unavoidable impacts on Bingaman Creek by replanting affected areas with native vegetation to improve stream habitat and riparian function . If additional offsite mitigation is also needed, it will be developed by Sound Transit and approved by appropriate regulatory agencies and in consultation with affected tribes.
	4.9 and 5	Upland vegetation and wildlife	Long-term	<p>Sound Transit will mitigate tree removal in the WSDOT right-of-way according to the WSDOT <i>Roadside Policy Manual</i> (WSDOT, 2015). Specific types, amounts, and locations for replanting will be identified through development of a roadside master plan in consultation with WSDOT .</p> <p>Sound Transit will comply with local jurisdictions' tree replacement requirements for tree removal outside of WSDOT right-of-way. Because of the visual impacts of tree removal and visual mitigation measures described above, specific locations may have more plantings than the replacement ratio specified in local ordinances.</p>
			Construction	Sound Transit will establish schedule restrictions for clearing activities in order to comply with the Migratory Bird Treaty Act (MBTA). Clearing activities will occur outside the active bird nesting period, to the extent possible. If avoidance scheduling is infeasible, Sound Transit will comply with U.S. Fish and Wildlife and Washington State Department of Fish and Wildlife regulations related to preconstruction surveys. If nesting migratory birds are present, Sound Transit will take the appropriate measures to assure compliance with the MBTA.

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
				Vegetation impacts from construction that occurs outside the long-term footprints will be temporary, as construction will be followed by site restoration and vegetation reestablishment. Sound Transit will mitigate for temporary impacts on forested vegetation using applicable guidance from WSDOT and local jurisdiction regulations. Vegetation plantings and restoration will only include native species.
Energy	4.10 and 5	Energy	Long-term and construction	No mitigation is required.
Geology and Soils	4.11 and 5	Geology and soils	Long-term and construction	No mitigation is required.
Hazardous Materials	4.12 and 5	Hazardous materials	Long-term	To mitigate potential impacts from hazardous materials sites, Sound Transit will perform a level of environmental due diligence appropriate to the size and past use at all properties along the corridor before they are acquired. Phase 2 environmental site assessments will be conducted where appropriate. Where identified hazardous materials are present, Sound Transit will be responsible for remediating contaminated soil and groundwater, including any previously unknown contamination found during construction.
			Construction	Sound Transit will implement BMPs to avoid or minimize potential spills of hazardous materials, including a Spill Prevention and Maintenance Plan. The project will comply with all applicable state and federal regulatory and permitting requirements for the handling of hazardous materials.
Electromagnetic Fields	4.13 and 5	Electromagnetic fields	Long-term and construction	No mitigation is required.
Public Services, Safety, and Security	4.14 and 5	Public services	Long-term and construction	No mitigation is required.
		Public schools	Long-Term	No mitigation is required.
			Construction	Sound Transit will install a construction barrier between the construction zone and the rest of the Mark Twain Elementary school property (the playfield, school buildings, and driveways) designed to address safety, security, visual effects, and noise. It will also develop a construction plan for work at and near Mark Twain Elementary School. The plan will assure safe pedestrian access and safe schoolbus operations throughout construction, and it will identify a way for the project team to communicate with interested parents. Sound Transit will designate a liaison to work with the school administration on safety, noise, and other potential construction impacts.
Utilities	4.15 and 5	Utilities	Long-term	No mitigation is required.
			Construction	No mitigation is required.

TABLE B-1
Mitigation Plan

Resource	Final EIS Chapter/Section	Impact Topic	Period	Mitigation Description
Historic and Archaeological Resources	4.16 and 5	Historic and archaeological resources	Long-term	No mitigation is required.
			Construction	Sound Transit will develop and implement an Inadvertent Discovery Plan (IDP) to minimize the risk of damage if a currently unknown archaeological resource is discovered. The IDP will include procedures that FTA and Sound Transit will follow if human remains or cultural artifacts are discovered during construction. FTA and Sound Transit will invite the State Historic Preservation Office and interested tribes to review the plan. Archaeologists will conduct training for contractors to help them identify potential cultural resources during construction, including protocols to implement if a potential resource is discovered.
Parkland and Open Space	4.17	Parks and open spaces	Long-term	No mitigation is required.
	5	Playfields	Construction	Sound Transit will restore temporarily impacted portions of the Mark Twain Elementary School field after construction.

EXHIBIT E:

LANDSCAPING

DRAFT

EXHIBIT 1: CODE ANALYSIS FOR FWLE CORRIDOR WITHIN CITY OF SEATAC

SEATAC MUNICIPAL CODE 15.530.220 A: BUFFERING OF TRACK CORRIDOR

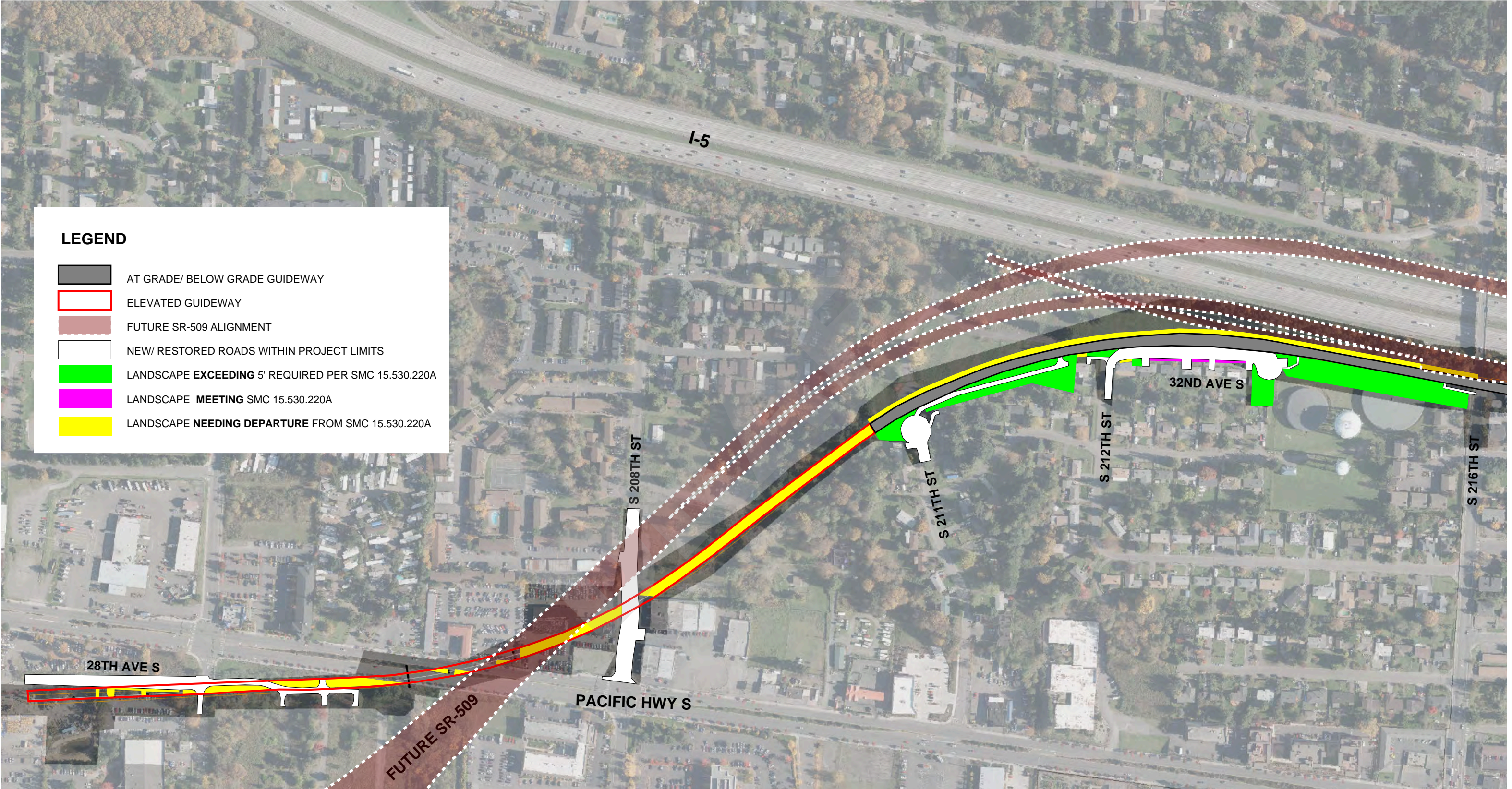


EXHIBIT 2: CITY OF SEATAC

CONCEPTUAL LANDSCAPE PLAN PER FWLE RFP DOCUMENTS



EXHIBIT F:

LOC RIGHT-OF-WAY CROSS SECTIONS

DRAFT



October 25, 2017

Mr. Will Appleton, P.E.
Director of Public Works
City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

Concurrence Letter: Federal Way Link Extension Letter of Concurrence 001 –
City of SeaTac Roadway Cross-sections

Dear Mr. Appleton,

Sound Transit recently concluded the environmental process for the Federal Way Link Extension Project, with the Federal Transit Administration's publication of the environmental Record of Decision on March 9, 2017, and will soon begin the process to acquire property interests needed for the project. To meet the Sound Transit Board's goal of starting revenue operations in 2024, it is critical that pre-acquisition activities be undertaken in short order. A key pre-acquisition activity is confirming that the roadway cross-sections to be improved by Sound Transit are consistent with current City street standards.

The following exhibits and drawings depict cross sections for 28th Ave. South/Port of Seattle Access Road and S. 212th Street/32nd Ave. South consistent with the Pre-Final Preliminary Engineering Submittal, dated July 29, 2016, which was provided to the City and updated to address City comments.

- Drawing L05-CRP102 and Exhibit S-1, showing the new alignment and proposed cross-sections (including total width) for 28th Ave. South/Port of Seattle Access Road.
- Drawings L05-CRP106, L05-CRP107, and Exhibit S-3 showing S. 212th Street / 32nd Ave. South alignment and cross-sections (including total width).

Sound Transit requests the City's confirmation that the roadway alignments and cross-sections shown in the exhibits to this letter are consistent with current City street standards. Please indicate your concurrence by signing below on both copies and returning one copy of this letter to us by November 1, 2017.

If you have any questions, please feel free to contact Kent Ng, FWLE Sr. Civil Engineer, at (206) 398-5128 or by e-mail at kent.ng@soundtransit.org.

Please indicate your concurrence by signing below.



Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Abernathy', written over a faint circular stamp.

Dan Abernathy
FWLE Executive Project Director
DECM

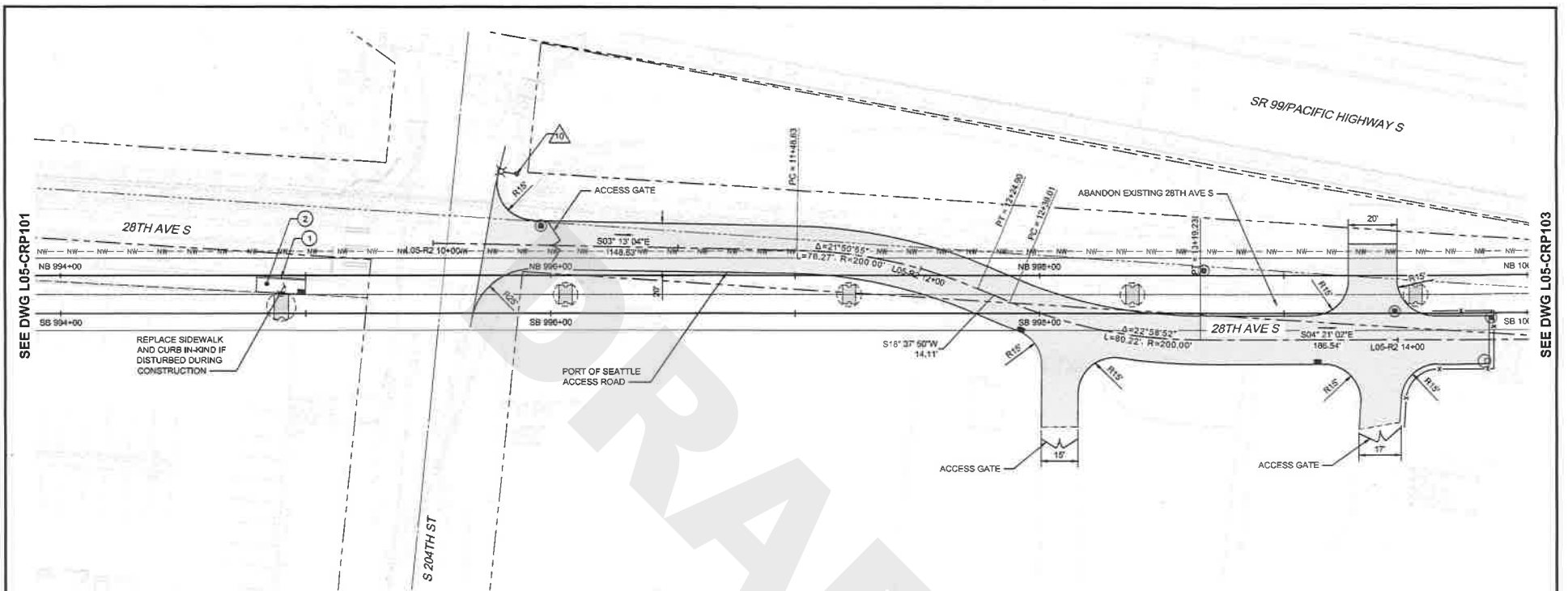
Concurrence:

City of SeaTac

By:  / 
Will Appleton, P.E.
Director of Public Works
City of SeaTac
Date

Attachments:

- Typical cross sections



CIVIL/ROADWAY NOTES:

1. CEMENT CONCRETE CURB AND GUTTER
2. CONCRETE SIDEWALK
3. CURB RAMP
4. DRIVEWAY APPROACH
5. PRECAST TRAFFIC CURB
6. CEMENT CONCRETE TRANSITION RAMP
8. PLANTING STRIP
10. GUARDRAIL
11. CONCRETE BARRIER
12. ROLLED CURB
14. CONCRETE PAD, BUS STOP AND SHELTER
15. LOW PROFILE BARRIER CURB

ILLUMINATION NOTES:

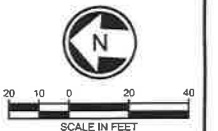
1. INSTALL SHORTENED LIGHT POLE ON EXISTING FOUNDATION
3. INSTALL SALVAGED LIGHT POLE ON NEW FOUNDATION
4. INSTALL SALVAGED LIGHT POLE ON EXISTING FOUNDATION
6. RETAIN/PROTECT EXISTING LIGHT POLE AND SYSTEM
10. INSTALL NEW LIGHT POLE ON NEW FOUNDATION

PAVEMENT LEGEND:

- | | | | |
|--|------------------|--|------------------------------|
| | CONCRETE ROADWAY | | PRIVATE PROPERTY RESTORATION |
| | ASPHALT PAVEMENT | | FARE-PAID ZONE PAVEMENT |
| | GRAVEL ROADWAY | | PLAZA PAVEMENT |
| | ASPHALT OVERLAY | | |

GENERAL NOTES:

1. ROADWAY DESIGNS WILL ABIDE BY MOST RECENT LOCAL JURISDICTIONAL DESIGN STANDARDS.
2. FOR POND PLANS, DETAILS, AND ACCESS ROADS, AND FOR ROADWAY DRAINAGE DETAILS SEE UDP SHEETS.
3. FOR LANDSCAPING DETAILS SEE LPP SHEETS.
4. FOR STATION DETAILS SEE ASP AND APP SHEETS.
5. FOR WALL DETAILS SEE WSP/200 SHEETS.
6. FOR UTILITY RELOCATIONS SEE URP SHEETS.
7. SEE CHANNELIZATION PLANS IN VOL. 3 FOR SR99 IMPROVEMENTS.



PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

NO.	DATE	CON	CHK	APP	REVISION

DESIGNED BY:
M. LARSON
DRAWN BY:
B. HARRIS
CHECKED BY:

APPROVED BY:



SUBMITTED BY:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:

LINE 1 (AT
FULL SCALE



DATE:
09/29/2017

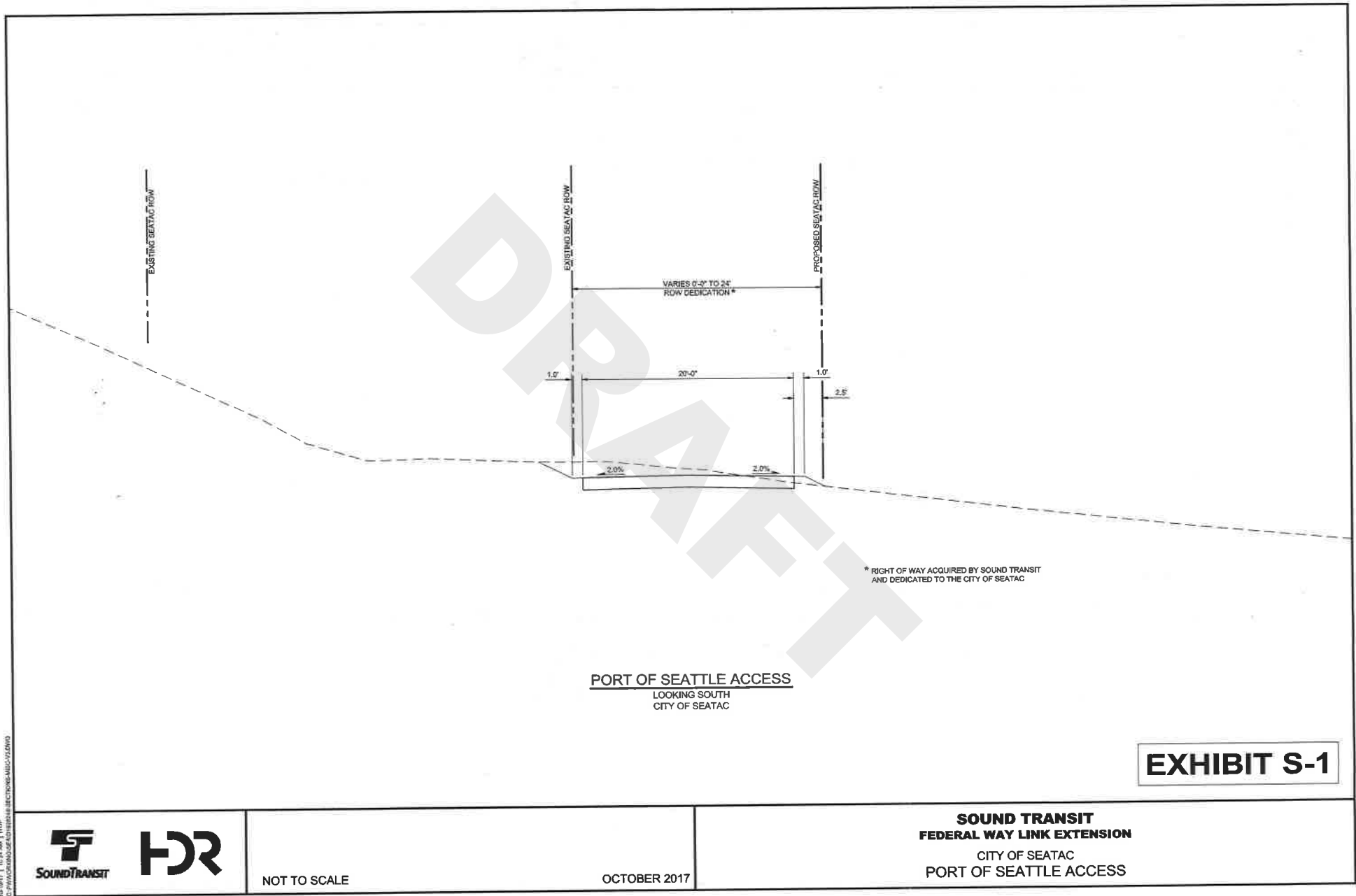
SCALE:
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FILENAME:
PWEA-L05-CRP102
CONTRACT NO.:

DATE:
09/29/2017

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER
REFERENCE

PAVING GRADING AND ILLUMINATION
PLAN
SB STA 994+00 TO SB STA 1000+00

DRAWING NO.:
L05-CRP102
FACILITY ID:
L05
SHEET NO.:
553



NR 0017 | REVISION 1 | TROP
C:\P\WORKING\SEATTLE\SECTION\SECTIONS\MECH\001.DWG

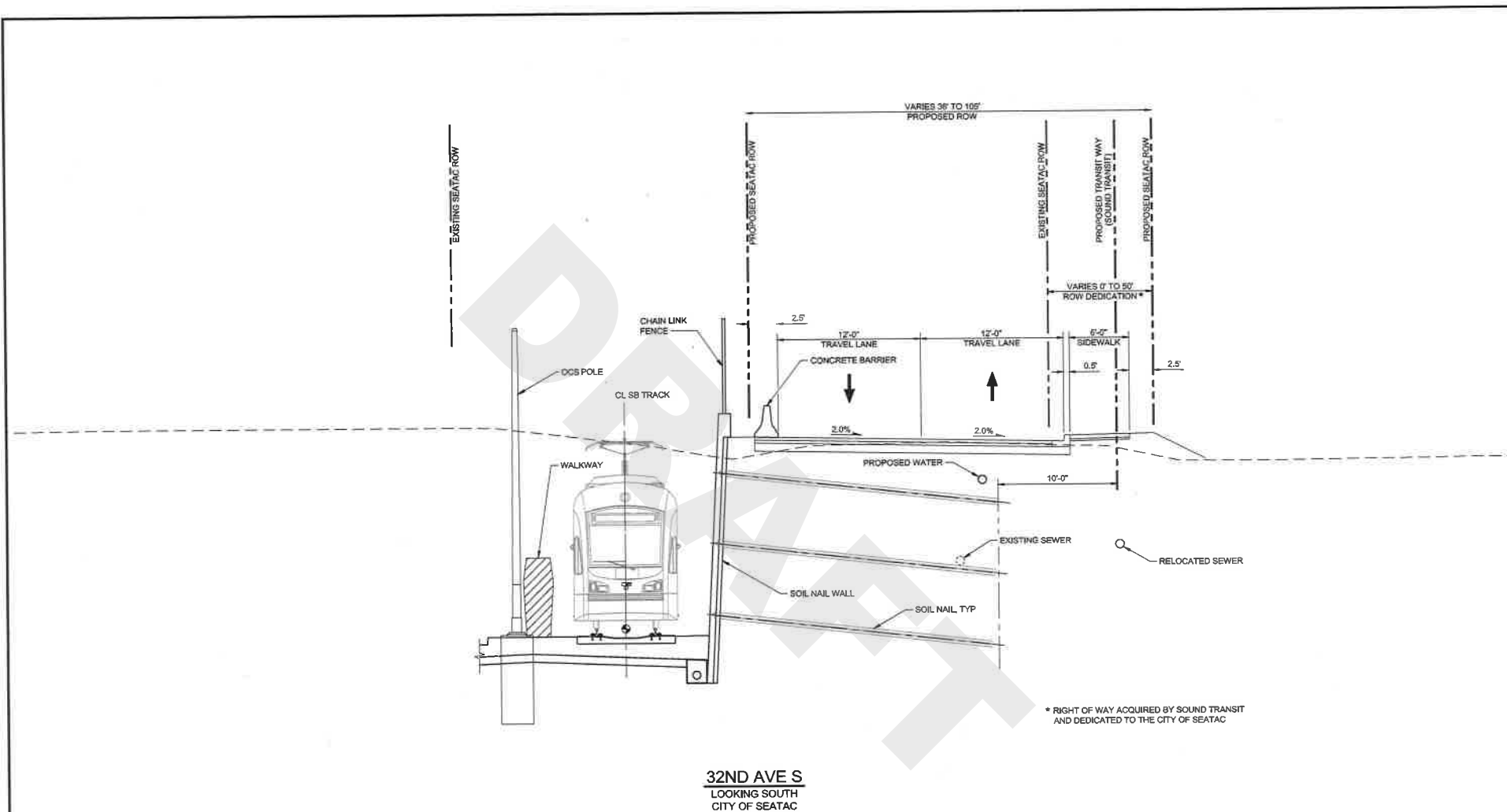


EXHIBIT S-3

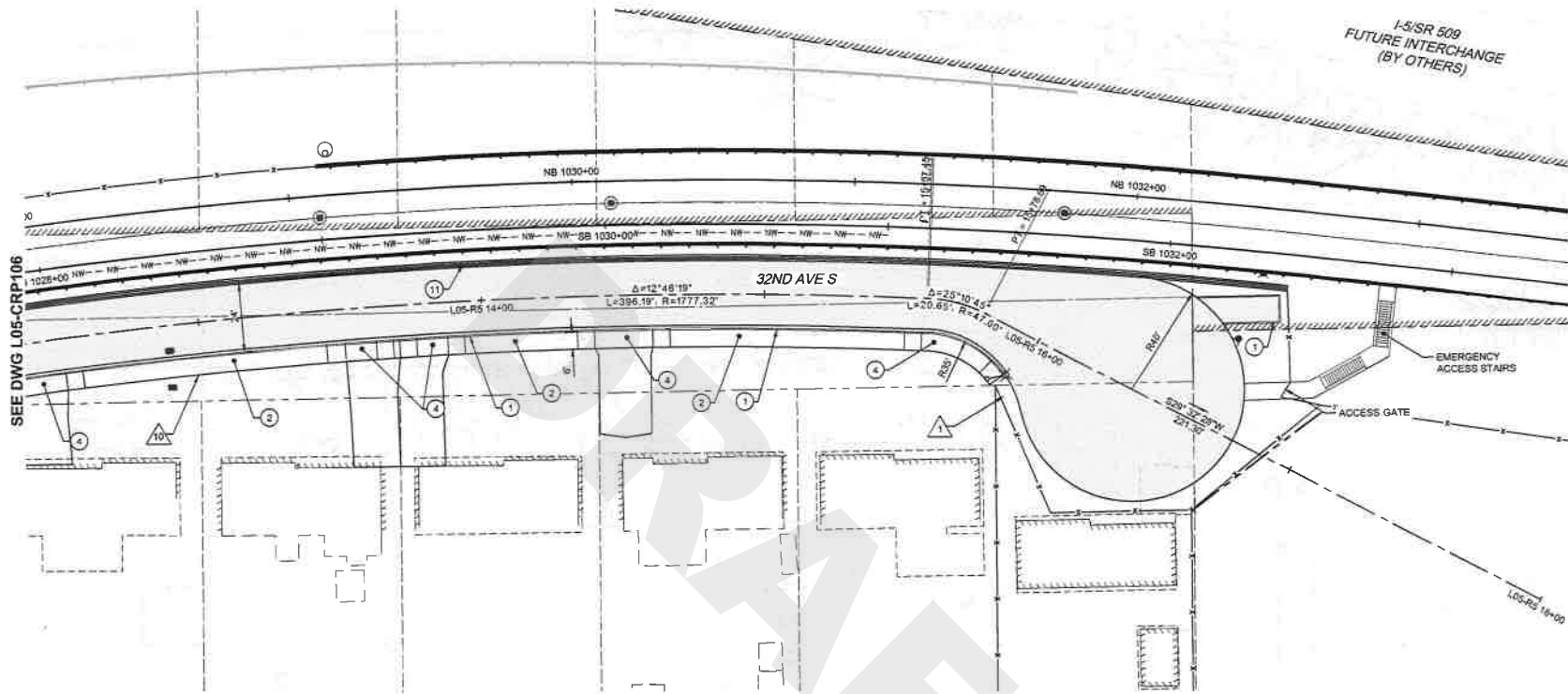


NOT TO SCALE

OCTOBER 2017

**SOUND TRANSIT
FEDERAL WAY LINK EXTENSION**

CITY OF SEATAC
32ND AVE S



SEE DWG L05-CRP106

CIVIL/ROADWAY NOTES:

1. CEMENT CONCRETE CURB AND GUTTER
2. CONCRETE SIDEWALK
3. CURB RAMP
4. DRIVEWAY APPROACH
5. PRECAST TRAFFIC CURB
7. CEMENT CONCRETE TRANSITION RAMP
8. PLANTING STRIP
10. GUARDRAIL
11. CONCRETE BARRIER
12. ROLLED CURB
14. CONCRETE PAD, BUS STOP AND SHELTER
15. LOW PROFILE BARRIER CURB

ILLUMINATION NOTES:

1. INSTALL SHORTENED LIGHT POLE ON EXISTING FOUNDATION
3. INSTALL SALVAGED LIGHT POLE ON NEW FOUNDATION
4. INSTALL SALVAGED LIGHT POLE ON EXISTING FOUNDATION
8. RETAIN/PROTECT EXISTING LIGHT POLE AND SYSTEM
10. INSTALL NEW LIGHT POLE ON NEW FOUNDATION

PAVEMENT LEGEND:

- | | | | |
|--|------------------|--|------------------------------|
| | CONCRETE ROADWAY | | PRIVATE PROPERTY RESTORATION |
| | ASPHALT PAVEMENT | | FARE-PAID ZONE PAVEMENT |
| | GRAVEL ROADWAY | | PLAZA PAVEMENT |
| | ASPHALT OVERLAY | | |

GENERAL NOTES:

1. ROADWAY DESIGNS WILL ABIDE BY MOST RECENT LOCAL JURISDICTIONAL DESIGN STANDARDS.
2. FOR POND PLANS, DETAILS, AND ACCESS ROADS, AND FOR ROADWAY DRAINAGE DETAILS SEE UDP SHEETS.
3. FOR LANDSCAPING DETAILS SEE LPP SHEETS.
4. FOR STATION DETAILS SEE ASP AND APP SHEETS.
5. FOR WALL DETAILS SEE WSP200 SHEETS.
6. FOR UTILITY RELOCATIONS SEE URP SHEETS.
7. SEE CHANNELIZATION PLANS IN VOL. 3 FOR SR99 IMPROVEMENTS.

CONCEPTUAL DESIGN DRAWINGS

REV	DATE	CHK	APP	REVISION

DESIGNED BY:
M. LARSON
DRAWN BY:
S. HARRIS
CHECKED BY:

APPROVED BY:



SUBMITTED BY:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:



DATE:
09/29/2017

SCALE:
1"=50'
FILENAME:
FWEA-L05-CRP107
CONTRACT NO.:

DATE:
09/29/17

FEDERAL WAY LINK EXTENSION CONTRACT NUMBER REFERENCE

PAVING GRADING AND ILLUMINATION
PLAN
32ND AVE S

PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

DRAWING NO.:
L05-CRP107
FACILITY ID:
L05
SHEET NO.:
558

EXHIBIT G:

PRELIMINARY PERMITTING PLAN

DRAFT

Federal Way Link Extension Project

Preliminary Permitting Plan

1. Purpose

This Preliminary Permitting Plan (“Preliminary Plan”) was developed by Sound Transit in coordination with the City to establish a framework for the permitting of the Federal Way Link Extension Project (“Project”) by the cities of SeaTac, Des Moines, Kent, and Federal Way. It is intended to inform the development of the Final Permitting Plan, which will be the responsibility of Sound Transit’s eventual Design-Build Contractor (“D-B Contractor”). This Preliminary Plan describes anticipated design submittal packages by type, quantity and a potential range of plan sheets. The type and number of potential permits required for the Project are also described. This Preliminary Plan also includes the anticipated time for City review and action on the submittal packages and permits.

The Preliminary Plan is intended to provide a level of certainty and predictability for Sound Transit, the local jurisdictions, and the D-B Contractor as it relates to the Project permitting process. The Preliminary Plan reflects Sound Transit’s best efforts at anticipating D-B Contractor submittal packages, based on recent agency experience. It also reflects input from the local jurisdictions regarding the time, expressed in calendar days, needed for City action on the submittal. The commitment for timing of City action is based on assumptions regarding type and number of submittals and number of plan sheets. It is understood by Sound Transit, the local jurisdictions, and will be understood by the D-B Contractor that, to the extent the Final Permitting Plan differs from these assumptions, the timing for City action will be negotiated between the City and the D-B Contractor.

2. Background

Existing and anticipated agreements between Sound Transit and the local jurisdictions provide the basis for enacting the framework commitments of this Preliminary Plan – specifically, the forthcoming FWLE Development Agreement (anticipated to be complete for all cities by the end of 2018) and the City Services Agreement, executed in 2017. This Preliminary Plan is anticipated to be an exhibit to the Development Agreement and provide a basis for an understanding between Sound Transit and the cities regarding design review and permitting. The City Services Agreement sets forth the terms by which Sound Transit and the City will work cooperatively during design, permitting, and construction and provides the means for Sound Transit to enter into Task Orders with the City whereby financial compensation is provided. Sound Transit intends to continue to collaborate with the City to develop Task Orders as part of final design review and to use the Preliminary and Final Permitting Plans as the basis for staffing under future Task Orders. However, with submittal of the Project’s permitting package(s) to the City, the D-B Contractor will be responsible for the payment of permit fees to cover City staff time, and Task Orders will only be used to reimburse the City for dedicated Staff time pursuant to negotiated Task Orders.

3. Preliminary Plan Overview

Design Packages Table:

The “Design Packages” table in the Preliminary Plan identifies the anticipated design submittal packages as well as a range of total milestone submittals by design package that may be provided by the D-B Contractor at each milestone (i.e., at 60%, 90%).

- Column Heading: “Elements for Milestone Review” indicates the major subject of the submittal (e.g., civil, utilities, track, etc.)
- Column Heading: “City Department/Division” indicates the City department / division anticipated to review the submittal.
- Column Heading: “# of Milestone Submittals” provides a range of anticipated submittals for a specific element.
- Column Heading: “Total Plan Sheets per Milestone Submittal” indicates the anticipated number of plan sheets that would be part of each milestone submittal.
- Column Heading: “Turnaround Time per Package” indicates the anticipated City time to act on the milestone submittal in calendar days.

The City’s commitment for turnaround times is predicated on an estimated number of plan sheets per submittal, as indicated in the notes section. It is understood that the range of City turnaround times for a package is commensurate with the size of the submittal and that timing will change commensurate with the submittal, and based on the Final Permitting Plan from Sound Transit’s eventual D-B Contractor. There are some submittals for which no City action is required. These submittals will be provided to the City for courtesy review.

Permitting Packages Table:

The “Permitting Packages” table in the Preliminary Plan provides a rough estimate of the type and number of permits that will need to be pulled by Sound Transit’s eventual D-B Contractor, the City departments that will be involved in review, and whether the City intends to provide inspection services. The Project will secure all required permits, regardless of whether they are included in this table.

- Column Heading: “Permit” indicates the permit type that is anticipated for the Project.
- Column Heading: “City Department/Division” indicates the City department / division anticipated to approve the permit.
- Column Heading: “City to Inspect” indicates whether the City intends to perform inspection services of Project elements constructed as part of the permit.
- Column Heading: “# of Permits” provides a range of anticipated permits by type that may be required.
- Column Heading: “Turnaround Time per Permit” indicates the anticipated City time to approve the permit in calendar days.

Assumptions regarding timing for City permit approval were based on input and conversations with the local jurisdictions. Time to approve the various permit types by the City is expressed in calendar days.

Summary

This Preliminary Plan provides the framework for development by Sound Transit's eventual D-B Contractor of a Final Permitting Plan. The final plan will be reviewed and approved by Sound Transit and the cities of SeaTac, Des Moines, Kent, and Federal Way as part of Project construction. The Development Agreement, to which this Preliminary Plan is an exhibit, documents commitments between Sound Transit and the individual cities for managing the design review process. The City Services Agreement, and the Task Orders issued pursuant to its terms, provide a mechanism for reimbursing the City for time spent reviewing design submittals at the 60% and 90% completion level. The eventual D-B Contractor will be responsible for payment to the Cities of permitting fees as well as development of the Project's Final Permitting Plan.

DRAFT

**FWLE Preliminary Permitting Plan - Draft of Guidance to D-B
City of SeaTac**

Design Packages						
Packaging by D-B Contractor (Proposed Changes/60%/90%)	Elements for Milestone Review	City Department/Division*	# of Milestone Submittals	Total Plan Sheets per Milestone Submittal	Mutually Agreed Upon Maximum Estimated Turnaround Time Per Submittal (Calendar Days)	
Package by Geographic Area	Civil (Walls, Road, Grading)	Engineering Building (walls)	1-15	10-90	21	
Package by Geographic Area	Utilities	Engineering Public Works	1-10	5-30	21	
Package by Geographic Area	Guideway	Building	1-10	5-30	21	
Package by Geographic Area	Columns	Building	1-10	5-10	21	
Package by Geographic Area	Foundations	Building	1-10	5-20	21	
Package by Geographic Area	Track	Building	1-5	15-50	N/A - courtesy	
Systems	System	Building	1-5	15-75	N/A - courtesy	
Package by Geographic Area	Landscaping	Planning	1-5	5-30	21	
* D-B will work with City Liaison to identify specific areas requiring resolution for each package and create a cover sheet of contents prioritized to focus City review.						

Permit	City to Inspect (Yes/No)	City Department/Division	# of Permits	Mutually Agreed Upon Maximum Estimated Turnaround Time Per Permit (Calendar Days)
Demolition Permits	Yes	Building Engineering	10-35	7
STE (Land Clearing, Grading or Fill Permit)	Yes	Planning Engineering Fire	1-20	21
Building Permit - Guideway	Special Inspection	Public Works Building	2-5	28
Building Permit - Column	Special Inspection	Building	2-5	28
Building Permit - Foundation	Special Inspection	Building	2-5	28
Electrical Permit - Communications - Miscellaneous Construction	Yes	Building	1-8	21
Right of Way Permit	Yes	Engineering Planning Fire Public Works	1-8	21
Fire System Permit	Yes	Fire Building	1-3	14
Sign Permit	Yes	Building Planning	1-10	14
Noise Variance for nighttime work	Yes	Engineering	0-15	7

Notes

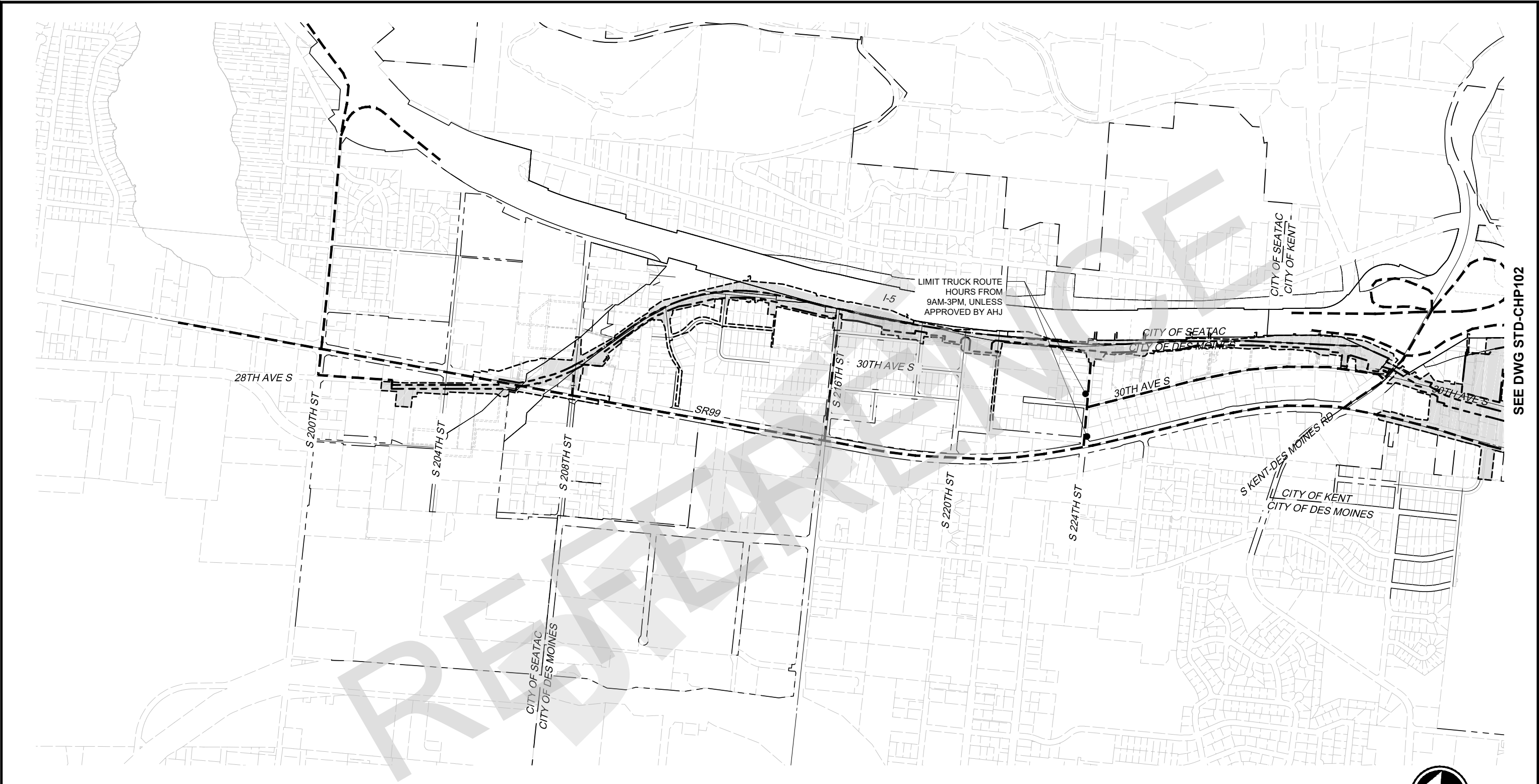
1. The above permits, packages, sizes and durations are a guideline and meant to further discussions between the D-B and AHJ.
2. If the Design-Build team's plan and packaging approach is generally within the limits shown above, the review turn around times will be met by the AHJ.
Design-Build team will propose a permit plan. The plan may separate packages by geographic areas and/or by discipline.
3. Design-Build team to obtain approval of the final permit plan from AHJ.
4. Submittal frequency assumes minimum 2 working days between all AHJ submissions (minimum 7 working days between Thanksgiving and Christmas); minimum 3 working days required between submissions to the same city department/division.
5. Turnaround time is defined as the time from submission of a complete submittal and/or permit to the AHJ to the return of submission and/or permit (typically with comments) to the Design-Build team by AHJ. Duration excludes day of submission.

EXHIBIT H:

APPROVED CONSTRUCTION HAUL ROUTES

DRAFT

06/22/18 | 10:43 AM | JSANNON
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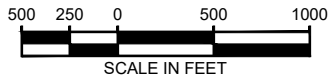
SEE DWG STD-CHP102

LEGEND:

--- POTENTIAL TRUCK AND HAUL ROUTES

NOTES:

1. SEE CONSTRUCTION STAGING AND ACCESS PLANS FOR TRUCK ROUTES INTO CONSTRUCTION AREAS.
2. SEE TRACK, CIVIL, STRUCTURAL AND STATION PLANS FOR CONSTRUCTION DETAILS.
3. THE CONTRACTOR WILL SECURE ALL HAUL ROUTE PERMITS FROM EACH LOCAL JURISDICTION.
4. ACCESS TO/FROM I-5 REQUIRES WSDOT APPROVAL. SEE TCAL.



PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
G. GRIJALVA
DRAWN BY:
B. HARRIS
CHECKED BY:
C. STEWART
APPROVED BY:
G. GRIJALVA



SUBMITTED BY:
EDWARD HERALD

DATE:
AUGUST 2018

REVIEWED BY:
DAVID PETERS



DATE:
AUGUST 2018

SCALE:
1"=500'
FILENAME:
FWE-STD-CHP101
CONTRACT No.:
CN 0009-17
DATE:
AUGUST, 2018

**FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER 0009-17
REFERENCE**

PROPOSED TRUCK HAUL ROUTES

ANGLE LAKE TO KENT DES MOINES RD

DRAWING No.:

STD-CHP101

FACILITY ID:

L5,L10,L15

SHEET No.:

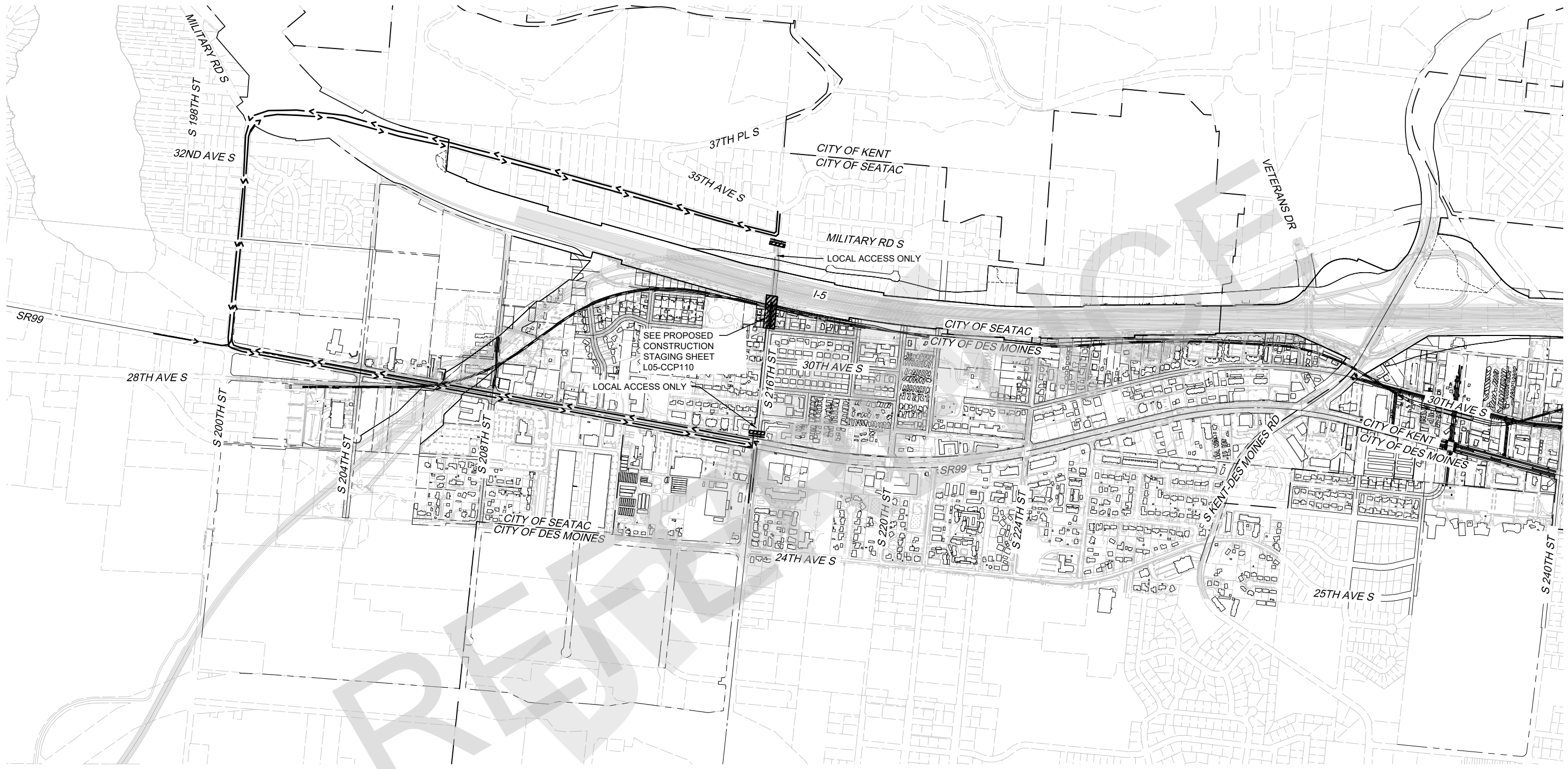
276

REV:

EXHIBIT I:

APPROVED CONSTRUCTION DETOUR ROUTES

DRAFT



NOTES:

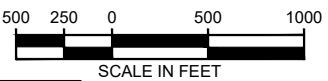
1. FULL CLOSURE OF S. 216TH ST. SHALL ONLY OCCUR DURING NIGHTS OR WEEKENDS. OR AS APPROVED BY AHJ'S
2. THE S. 216TH ST. CLOSURE/DETOUR SHALL NOT OCCUR SIMULTANEOUSLY WITH THE SR99, S. KENT-DES MOINES RD. OR THE S. 272ND ST. CLOSURES.
3. ACCESS FOR PEDESTRIANS, BICYCLES, AND LOCAL RESIDENCES/BUSINESSES SHALL BE MAINTAINED AT ALL TIMES.
4. ALL CLOSURES SHALL BE COORDINATED WITH LOCAL JURISDICTIONS, TRANSIT AGENCIES, EMERGENCY SERVICE PROVIDERS AND SOUND TRANSIT PUBLIC OUTREACH STAFF IN WRITING 14 DAYS MINIMUM, IN ADVANCE OF CLOSURE.
5. SECONDARY DETOUR ROUTE - USE SR99 TO S. KENT DES MOINES RD. TO MILITARY RD. (OR NB I-5)
6. ARTERIAL LANE OR ROAD CLOSURES WITHIN THE PROJECT AREA SHALL NOT OCCUR SIMULTANEOUSLY WITH PLANNED I-5 LANE CLOSURES, BETWEEN SR519/I-405 AND SR18.

LEGEND

- PROPOSED DETOUR ROUTE
- WORK ZONE REQUIRED CLOSURE / DETOUR
- BARRICADE / ROAD CLOSED SIGNS

ACTIVITIES THAT REQUIRE CLOSURE/ DETOUR:

- WIDENING OF EXISTING S. 216TH ST. BRIDGE; INSTALLATION OF PILES FOR UNDERCROSSING SUPPORT OF EXCAVATION; SHIFTING OF TRAFFIC, RESTORATION OF S. 216TH ST
- PERIODIC FULL CLOSURES REQUIRED, TO BE APPROVED BY THE AHJ'S



PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
G. GRIJALVA
DRAWN BY:
B. HARRIS
CHECKED BY:
C. STEWART
APPROVED BY:
G. GRIJALVA



SUBMITTED BY:
EDWARD HERALD

DATE:
AUGUST 2018

REVIEWED BY:
DAVID PETERS



DATE:
AUGUST 2018

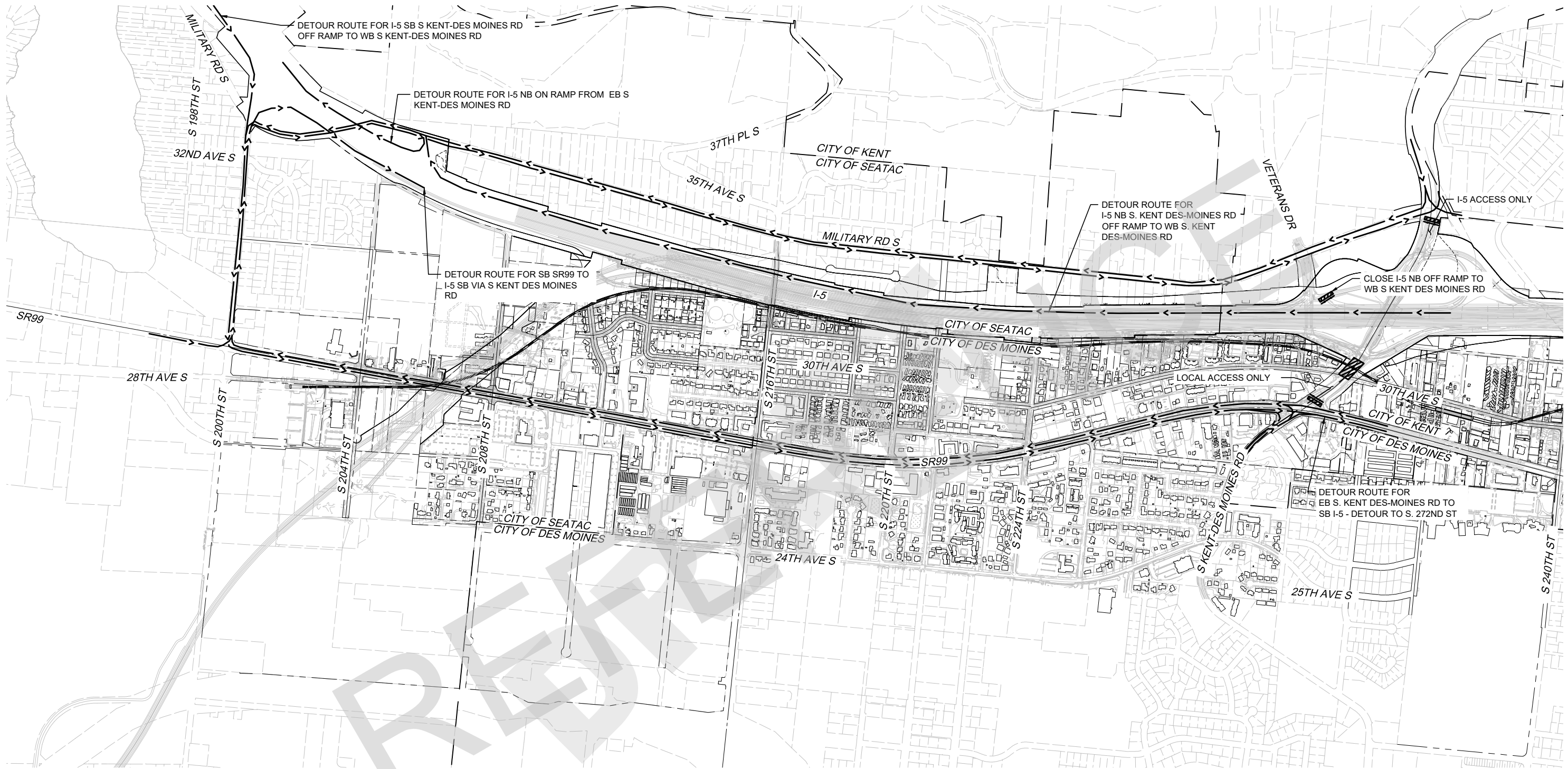
SCALE:
1"=500'
FILENAME:
FWEA-L05-CDP102
CONTRACT No.:
CN 0009-17
DATE:
AUGUST, 2018

**FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER 0009-17**

REFERENCE

MAINTENANCE OF TRAFFIC
PROPOSED DETOUR ROUTE
S 216TH ST DETOUR PLAN

DRAWING No.:
L05-CDP102
FACILITY ID:
L05
SHEET No.:
281
REV:



NOTES:

1. FULL CLOSURE OF S. KENT DES MOINES RD. SHALL ONLY OCCUR NIGHTS.
2. THE S. KENT DES MOINES RD. CLOSURE/DETOUR SHALL NOT OCCUR SIMULTANEOUSLY WITH THE SR99, S. 216TH ST., OR S. 272ND ST. CLOSURES.
3. ACCESS FOR PEDESTRIANS, BICYCLES, AND LOCAL RESIDENCES/BUSINESSES SHALL BE MAINTAINED AT ALL TIMES.
4. ALL CLOSURES SHALL BE COORDINATED WITH LOCAL JURISDICTIONS, TRANSIT AGENCIES, EMERGENCY SERVICE PROVIDERS AND SOUND TRANSIT PUBLIC OUTREACH STAFF IN WRITING 14 DAYS MINIMUM, IN ADVANCE OF CLOSURE.
5. DURING THE FINAL DESIGN AND CONSTRUCTION PHASES, FULL CLOSURE OF S. KENT DES MOINES RD. SHOULD BE MINIMIZED AND IF POSSIBLE ELIMINATED.

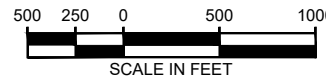
6. ARTERIAL LANE OR ROAD CLOSURES WITHIN THE PROJECT AREA SHALL NOT OCCUR SIMULTANEOUSLY WITH PLANNED I-5 LANE CLOSURES, BETWEEN SR519/I-405 AND SR18.

LEGEND

- PROPOSED DETOUR ROUTE
- WORK ZONE REQUIRED CLOSURE / DETOUR
- BARRICADE / ROAD CLOSED SIGNS

ACTIVITIES THAT REQUIRES CLOSURE/DETOUR:

- ELEVATED GUIDEWAY CONSTRUCTION OVER S. KENT-DES MOINES RD.
- PERIODIC FULL CLOSURES REQUIRED - NIGHT TIME FULL CLOSURES ONLY



PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	G. GRIJALVA
DRAWN BY:	B. HARRIS
CHECKED BY:	C. STEWART
APPROVED BY:	G. GRIJALVA



SUBMITTED BY:
EDWARD HERALD

DATE:
AUGUST 2018

REVIEWED BY:
DAVID PETERS



DATE:
AUGUST 2018

SCALE:	1"=500'
FILENAME:	FWEA-L05-CDP103
CONTRACT No.:	CN 0009-17
DATE:	AUGUST, 2018

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER 0009-17

REFERENCE

MAINTENANCE OF TRAFFIC
PROPOSED DETOUR ROUTE
S KENT DES MOINES RD DETOUR PLAN

DRAWING No.:	L05-CDP103
FACILITY ID:	L05
SHEET No.:	282
REV:	

EXHIBIT J:

LOC S 208th STREET

DRAFT



January 3, 2019

Mr. Will Appleton, P.E.
Director of Public Works
City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

Concurrence Letter: Federal Way Link Extension Letter of Concurrence 002 – City of
SeaTac S. 208th Street

Dear Mr. Appleton:

Sound Transit concluded the environmental process for the Federal Way Link Extension (FWLE) Project with the Federal Transit Administration's publication of the environmental Records of Decision on March 9, 2017 and is in the midst of acquiring property interests needed for the Project. To meet the Sound Transit Board's goal of starting revenue operations in 2024, it is critical that pre-acquisition activities be undertaken in short order. A key pre-acquisition activity is confirming that the roadway cross-sections to be improved by Sound Transit are consistent with current City street standards or as otherwise agreed.

The following exhibits depict the cross-section and restoration limits for S. 208th Street that were discussed recently with City staff.

- Exhibit J-1 – L05-CRP104
- Exhibit J-2 - Storm Drain Facility
- Exhibit J-3 – S 208th Street Cross Section per Code Requirement and per Modification

As discussed, and as will be documented in the forthcoming Development Agreement with the City, the exhibits depict certain departures from City code. These departures are summarized as follows:

- Construct an 8-foot paved shoulder on both sides of S. 208th Street in lieu of the code-required 8-foot sidewalks, curb-and-gutter.
- Construct the two travel lanes at 11-feet width as opposed to the code-required 12-foot wide travel lanes.

These departures are being sought to minimize impacts to private property and in recognition of the future WSDOT SR 509 project, which will change the character of the existing S. 208th Street by truncating it.

As part of its commitment to restoration of S. 208th Street, Sound Transit will meet all other City code requirements, including, but not limited to, rebuilding storm drain pipe and catch basins, as identified by City staff, on the north side of the street and providing hydraulic analysis of the system.



Sound Transit requests the City's confirmation that the roadway cross-section and restoration limits shown in the exhibits to this letter are acceptable. Please indicate your concurrence by signing both copies and returning one signed copy of this letter to us.

If you have any questions, please feel free to contact Robert Nichols, Corridor Design Manager at (206) 398-5294 or by email at robert.nichols@soundtransit.org.

Please indicate your concurrence by signing below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Abernathy', written over a horizontal line.

Dan Abernathy
FWLE Executive Project Director
Sound Transit

Concurrence:

City of SeaTac

A handwritten signature in blue ink, appearing to read 'Will Appleton', written over a horizontal line.

ACTING PUBLIC WORKS DIRECTOR

1/3/2019

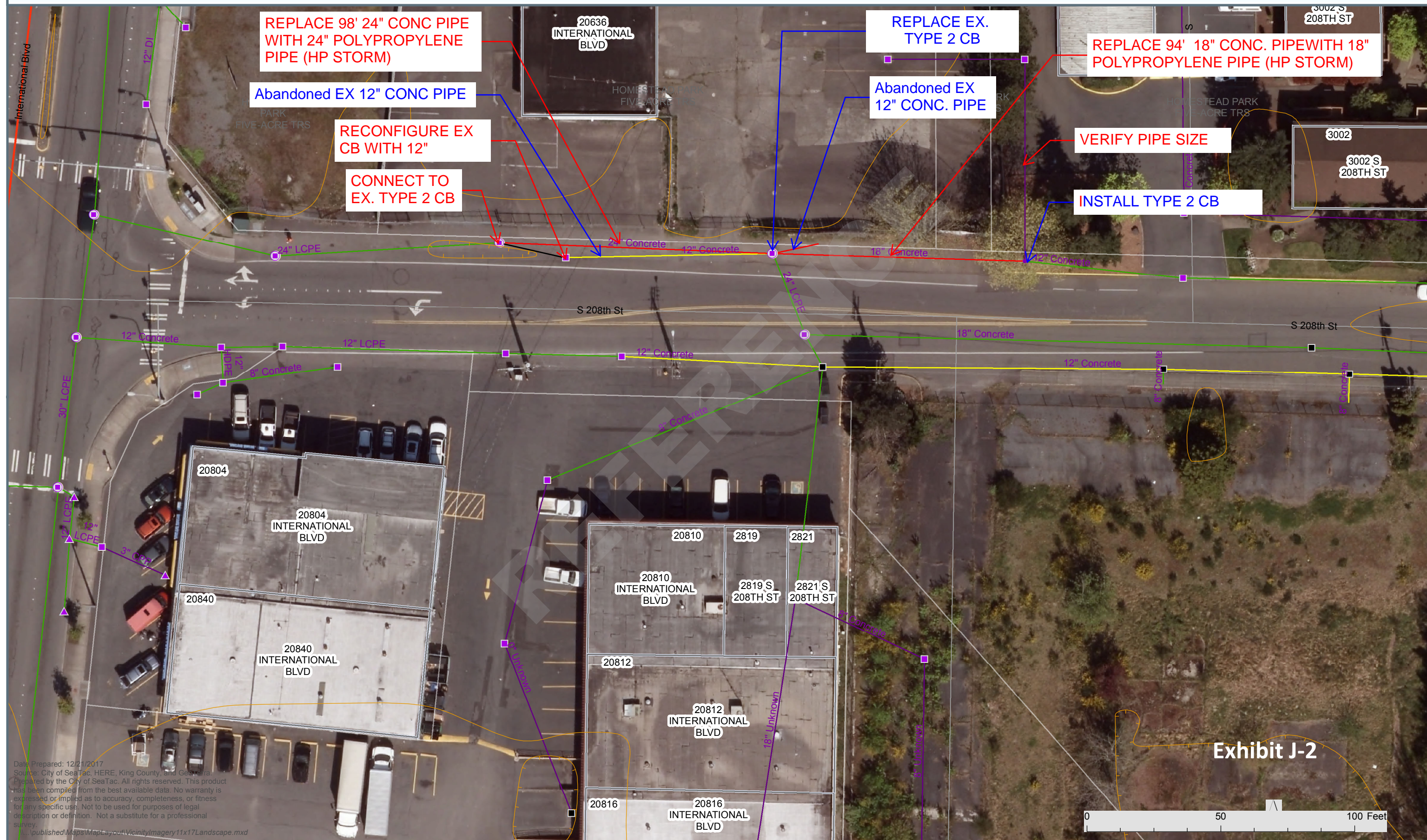
Will Appleton
Director of Public Works City of SeaTac

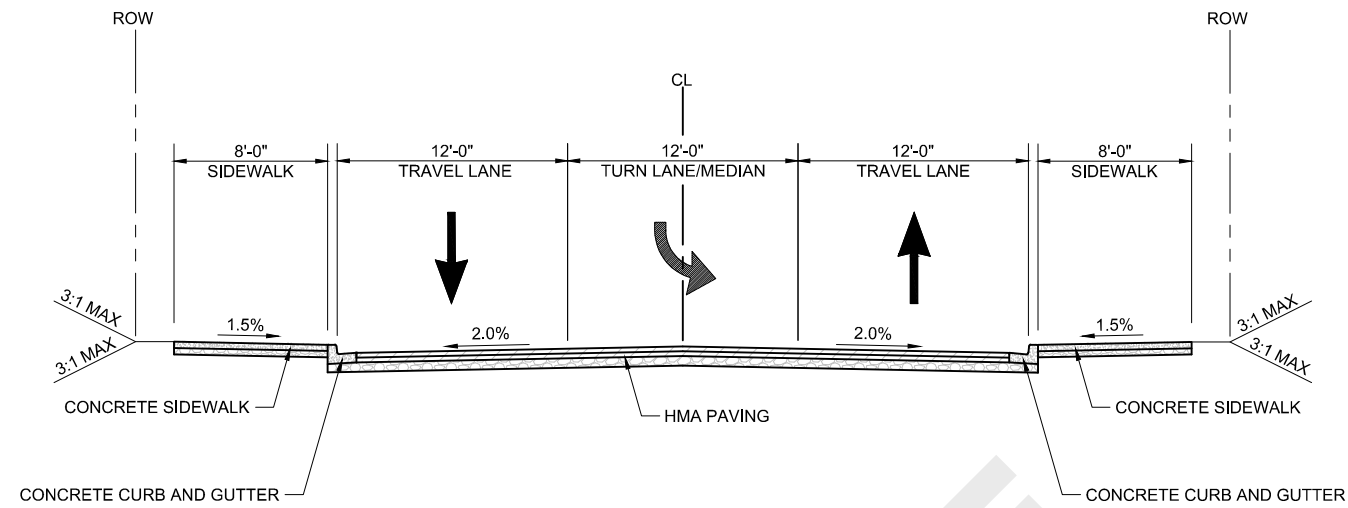
Date

Attachments:

- Exhibit J-1 – L05-CRP104
- Exhibit J-2 – Storm Drain Facility
- Exhibit J-3 – S 208th Street Cross Section per Code Requirement and per Modification

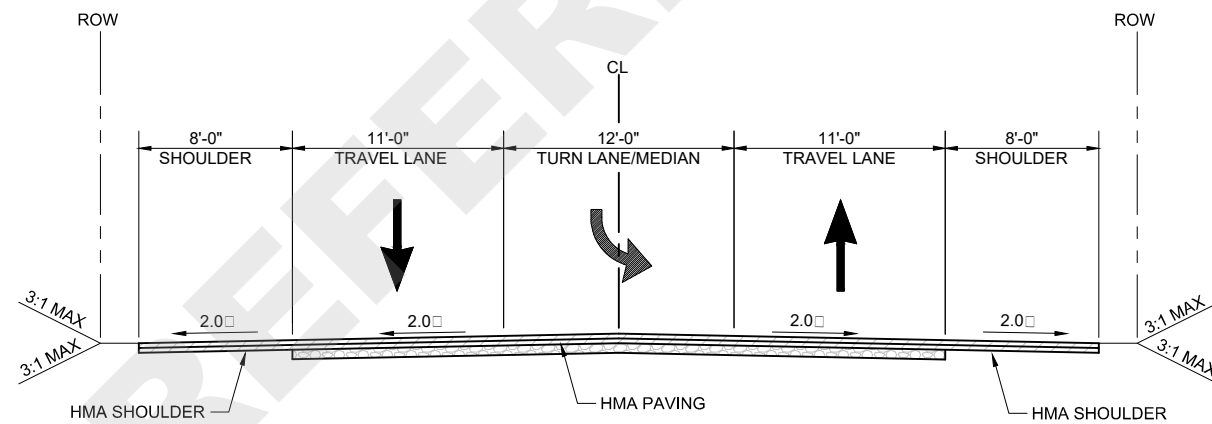
S.208TH ST EXISTING PIPE CONDITIONS





S 208TH ST
L05-R3
SEATAC

**S 208TH ST
PER CODE REQUIREMENT**



S 208TH ST
L05-R3
SEATAC

**S 208TH ST
WITH MODIFICATION**

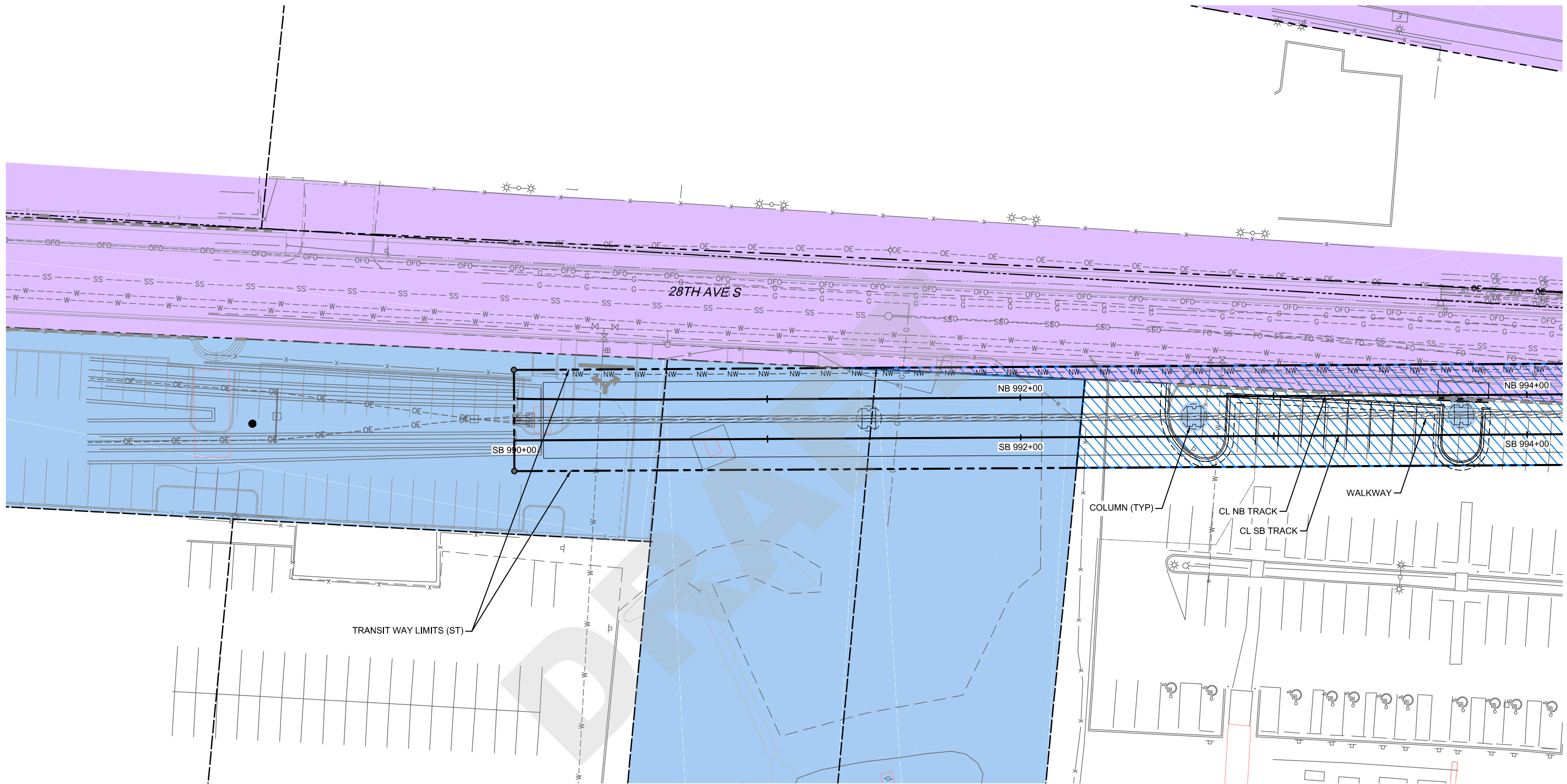
Exhibit J-3

EXHIBIT K:

OPERATIONS AND MAINTENANCE FACILITIES

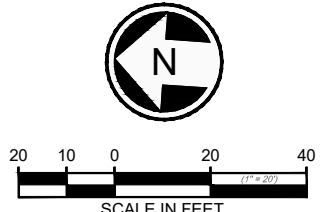
DRAFT

SEE DWG L05-ONM102



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						

NOTES:
1. UPDATES TO REFLECT THE AS-BUILT CONDITION WILL INCLUDE FUTURE WSDOT LIMITED ACCESS REVISIONS



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
S. LIU
DRAWN BY:
S. LIU
CHECKED BY:
G. ROYCROFT
APPROVED BY:
E. HERALD

SUBMITTED BY: _____ DATE: _____ REVIEWED BY: _____ DATE: _____

SCALE:
1"=20'
FILENAME:
FWEA-L05-ONM101
CONTRACT No.: _____

DATE: 06/22/2018

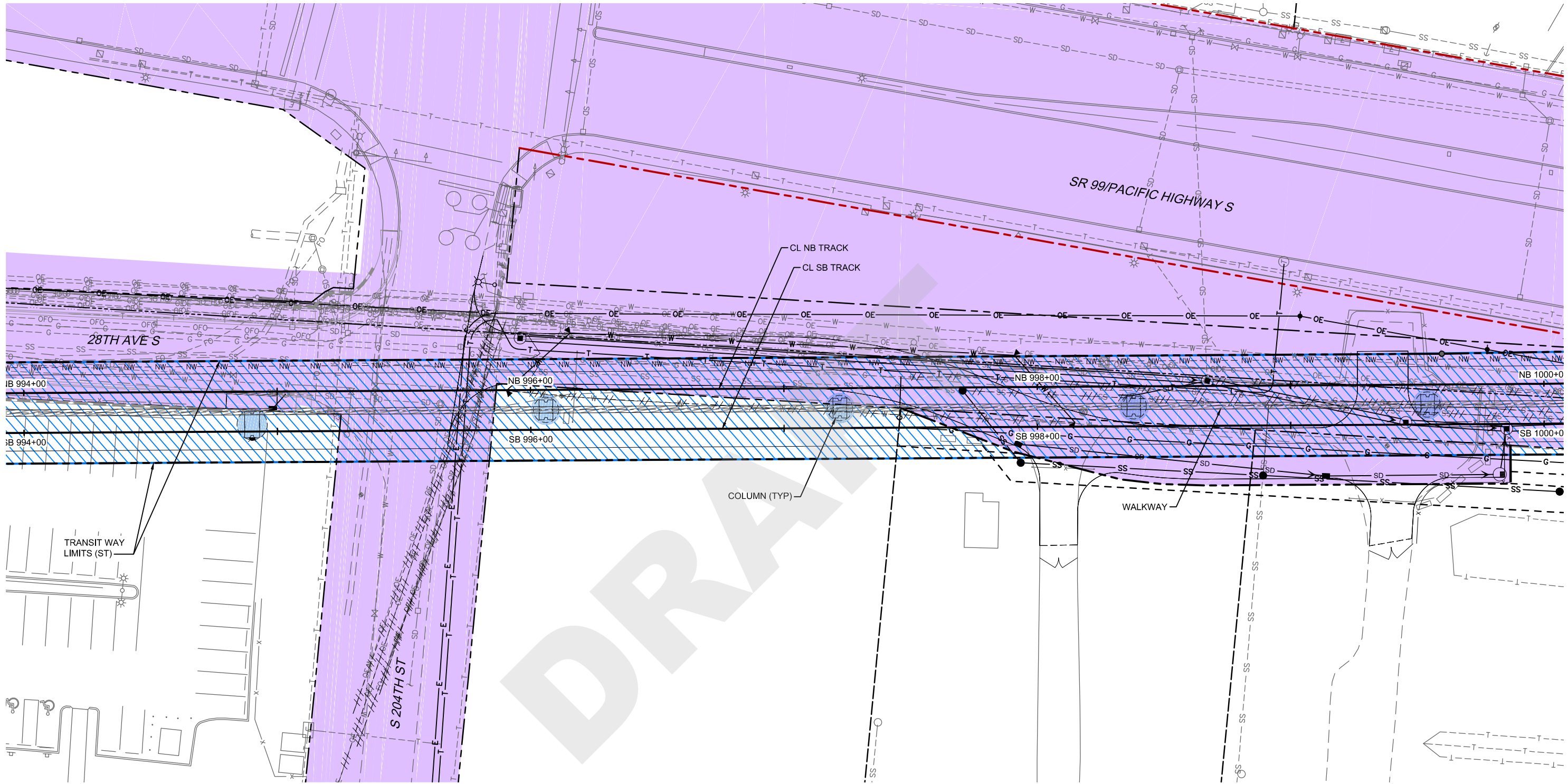
**SOUND TRANSIT
FEDERAL WAY LINK EXTENSION**
PRELIMINARY ENGINEERING PLANS
CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 990+00 TO SB STA 994+00

DRAWING No.: L05-ONM101	
FACILITY ID:	
SHEET No.: 1	REV: #

07/10/18 | 7:03 AM | FOX
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SEE DWG L05-ONM101

SEE DWG L05-ONM103



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD

SUBMITTED BY:

DATE:

REVIEWED BY:

DATE:

LINE 1" AT FULL SCALE

SCALE:
1"=20'

FILENAME:
FWEA-L05-ONM102

CONTRACT No.:

DATE:

DATE:
06/22/2018

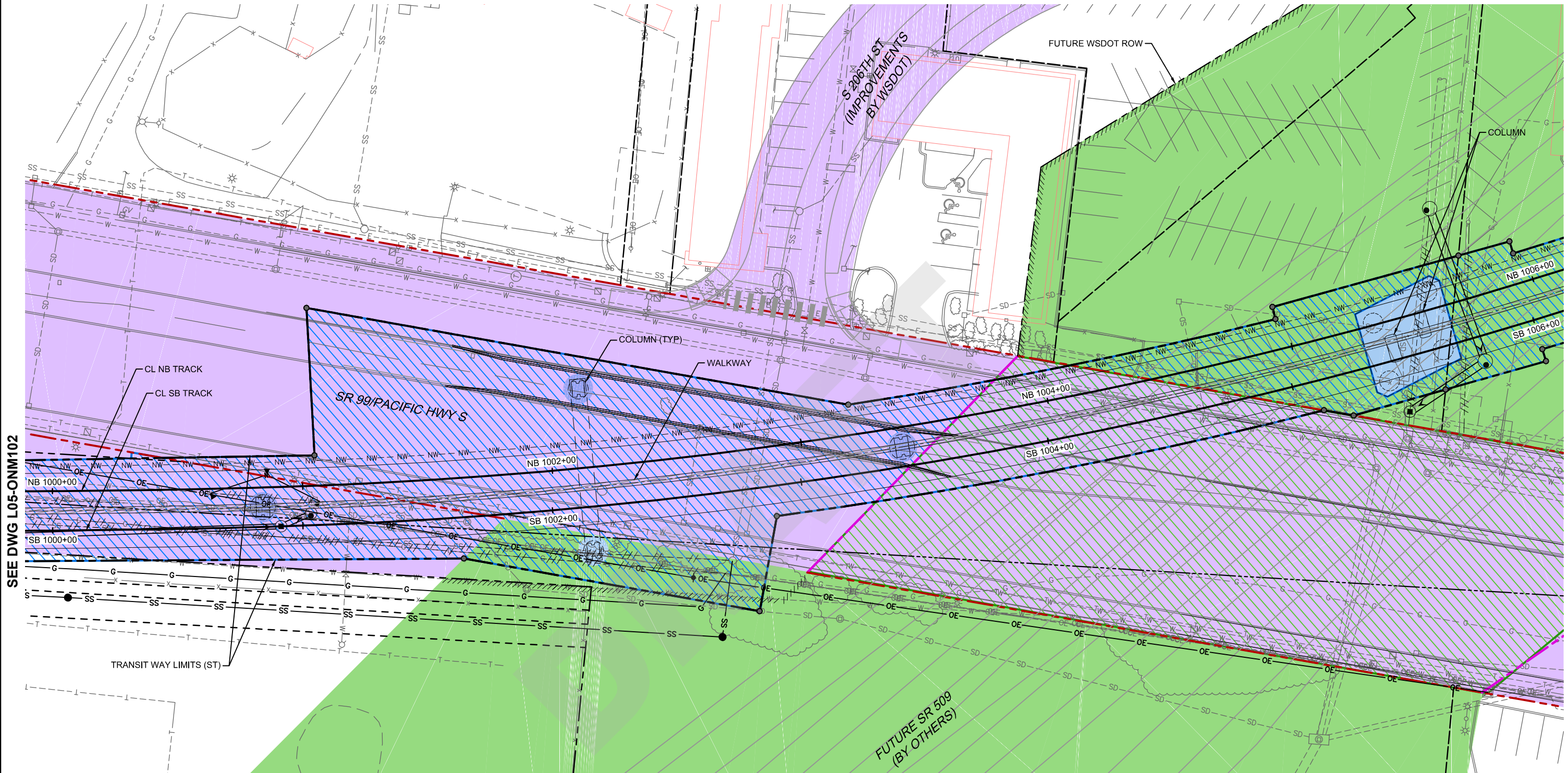
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 994+00 TO SB STA 1000+00

DRAWING No.:	L05-ONM102
FACILITY ID:	
SHEET No.:	2
REV:	#

SEE DWG L05-ONM102

SEE DWG L05-ONM104



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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LINE IS "AT"
FULL SCALE



SCALE:	1"=20'
FILENAME:	FWEA-L05-ONM103
CONTRACT No.:	
DATE:	06/22/2018

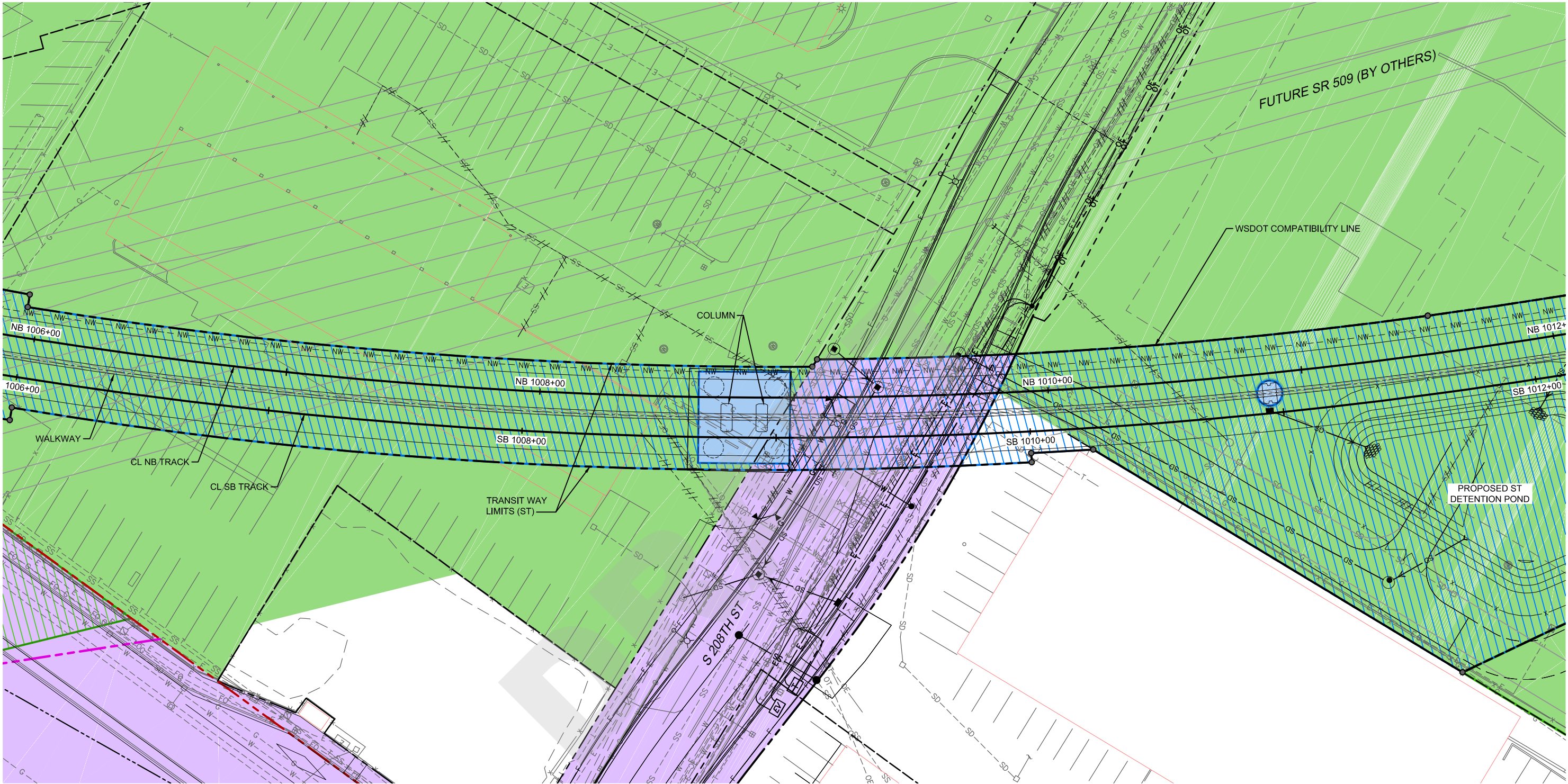
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1000+00 TO SB STA 1006+00

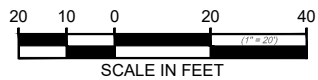
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FACILITY ID:	
SHEET No.:	3
REV:	#

SEE DWG L05-ONM103

SEE DWG L05-ONM105



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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LINE IS "AT"
FULL SCALE



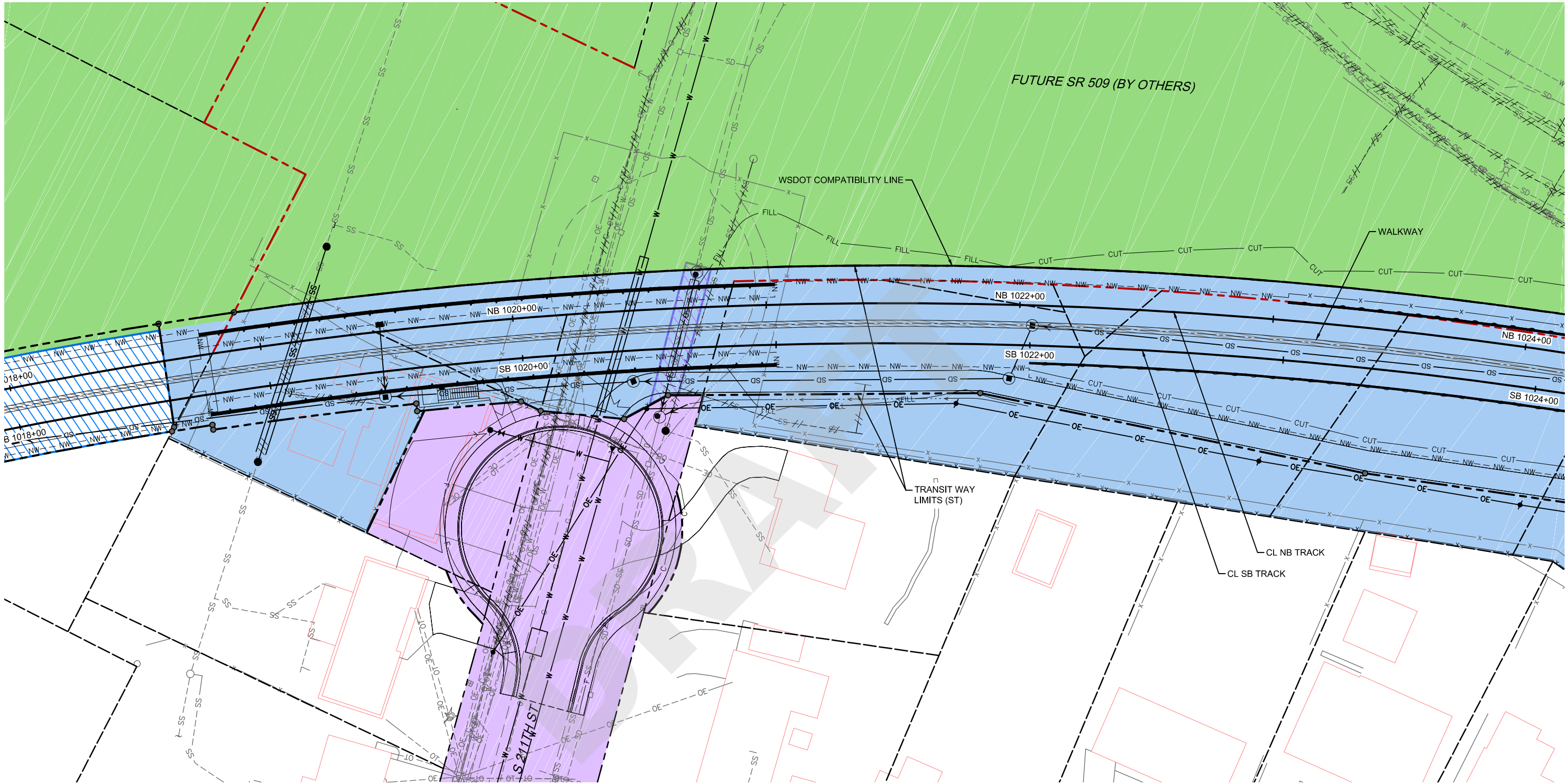
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CONTRACT No.:	
DATE:	06/22/2018

SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS
CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1006+00 TO SB STA 1012+00

DRAWING No.:	L05-ONM104
FACILITY ID:	
SHEET No.:	4
REV.:	#

SEE DWG L05-ONM105

SEE DWG L05-ONM107



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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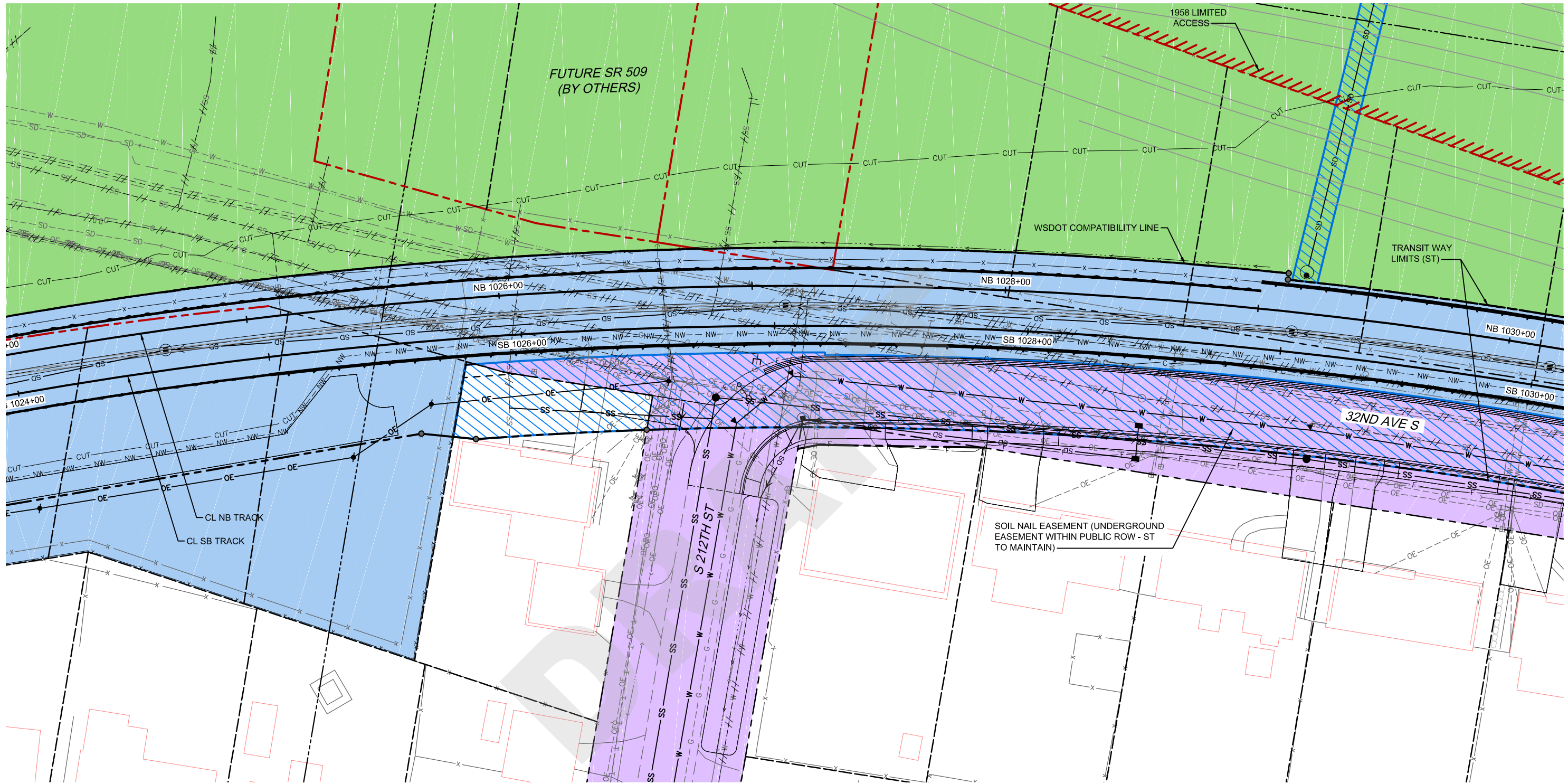
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CONTRACT No.:	
DATE:	06/22/2018

SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS
CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1018+00 TO SB STA 1024+00

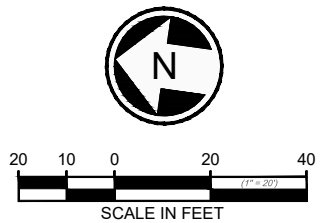
DRAWING No.:	L05-ONM106
FACILITY ID:	
SHEET No.:	6
REV:	#

SEE DWG L05-ONM106

SEE DWG L05-ONM108



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD

SUBMITTED BY:

DATE:

REVIEWED BY:

DATE:

SCALE:

1"=20'

FILENAME:

FWEA-L05-ONM107

CONTRACT No.:

DATE:

06/22/2018

SOUND TRANSIT

FEDERAL WAY LINK EXTENSION

PRELIMINARY ENGINEERING PLANS

CIVIL

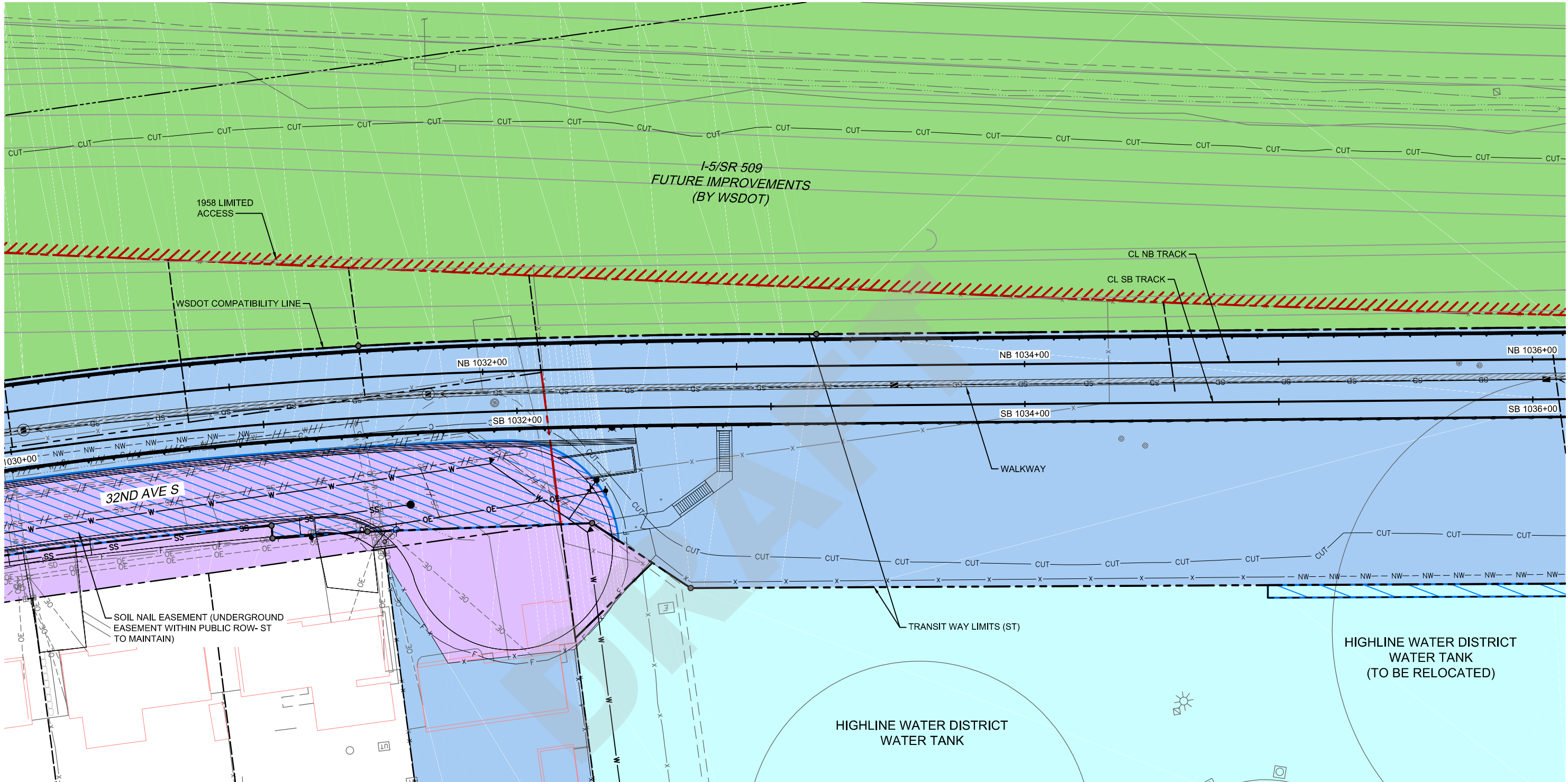
OPERATION AND MAINTENANCE PLAN

SB STA 1024+00 TO SB STA 1030+00

DRAWING No.:	L05-ONM107
FACILITY ID:	
SHEET No.:	7
REV:	#

SEE DWG L05-ONM107

SEE DWG L05-ONM109



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD

SUBMITTED BY:

DATE:

REVIEWED BY:

DATE:

LINE IS "AT" FULL SCALE

SCALE: 1"=20'

FILENAME: FWEA-L05-ONM108

CONTRACT No.:

DATE:

06/22/2018

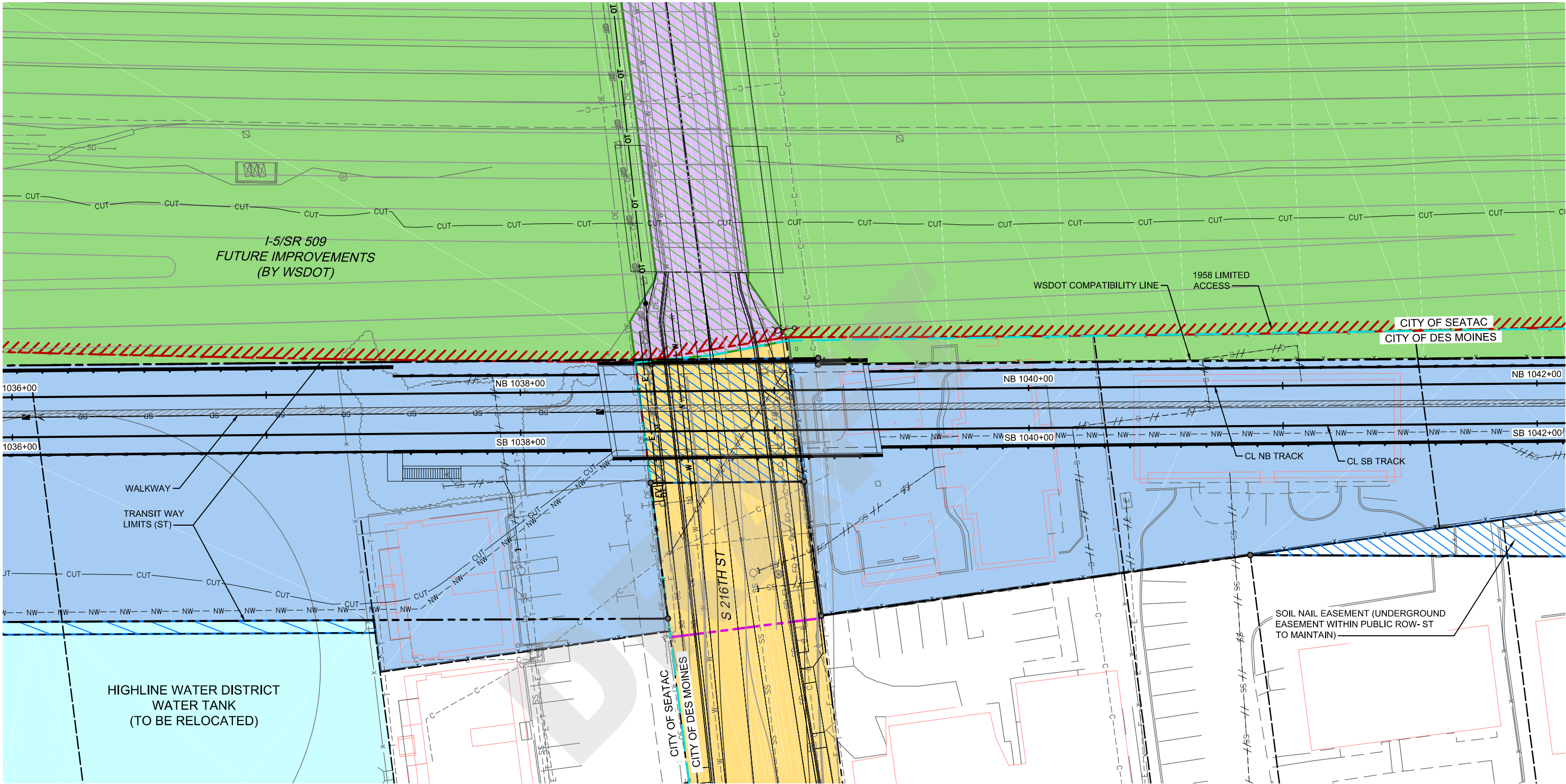
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS
CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1030+00 TO SB STA 1036+00

DRAWING No.:	L05-ONM108
FACILITY ID:	
SHEET No.:	8
REV:	#

07/10/18 | 7:09 AM | FOX
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SEE DWG L05-ONM108

SEE DWG L05-ONM110



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	G. ROYCROFT
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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SCALE:	1"=20'
FILENAME:	FWEA-L05-ONM109
CONTRACT No.:	
DATE:	06/22/2018

SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS
CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1036+00 TO SB STA 1042+00

DRAWING No.:	L05-ONM109
FACILITY ID:	
SHEET No.:	9
REV:	#

11/01/17 | 10:40 AM | ITOP
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PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	A. WHALEN
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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LINE IS 1" AT
FULL SCALE

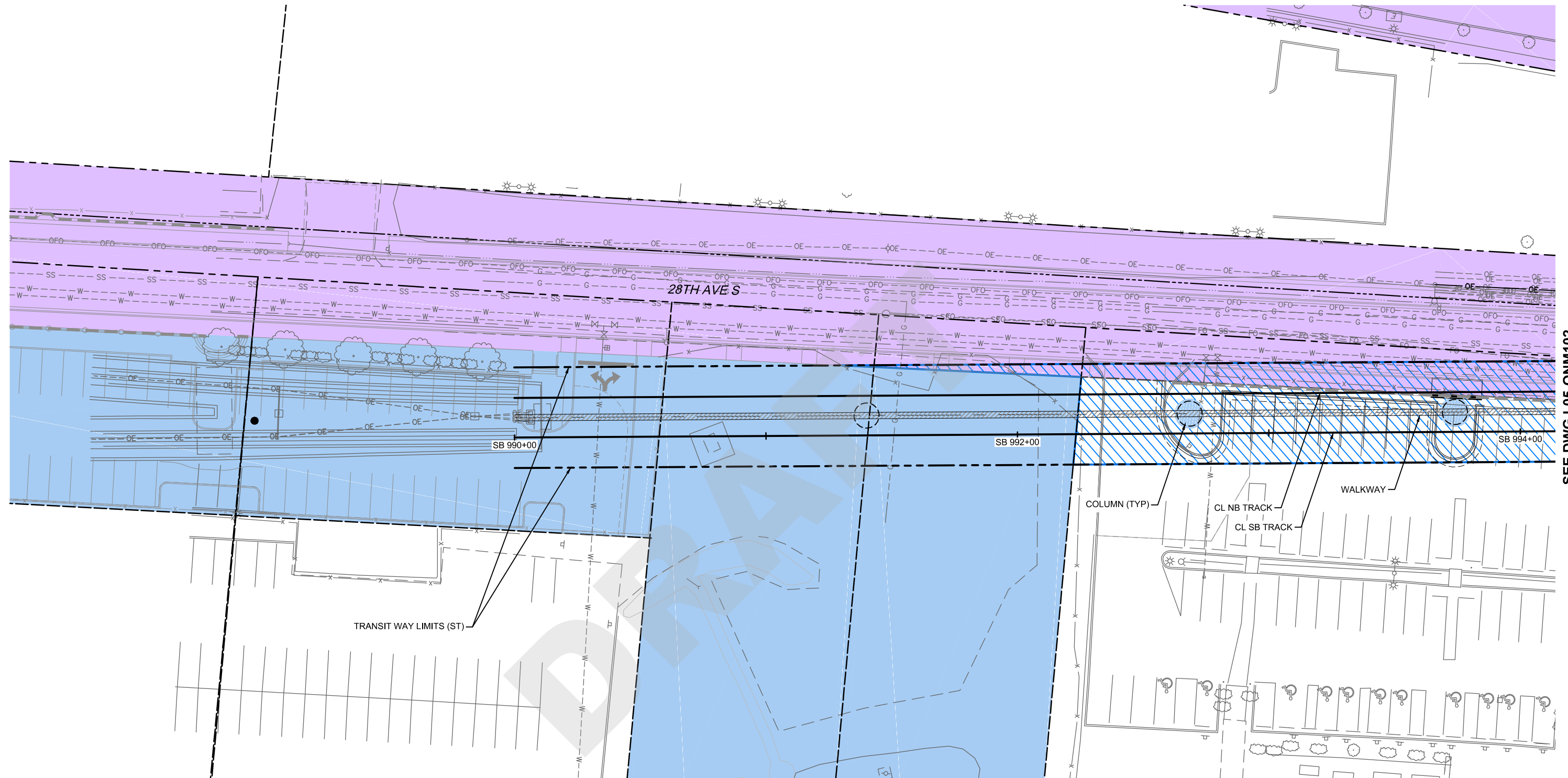


SCALE:	1"=20'
FILENAME:	FWEA-L05-ONM101
CONTRACT No.:	
DATE:	08/31/2016

SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 990+00 TO SB STA 994+00

DRAWING No.:	L05-ONM101
FACILITY ID:	
SHEET No.:	1
REV:	#

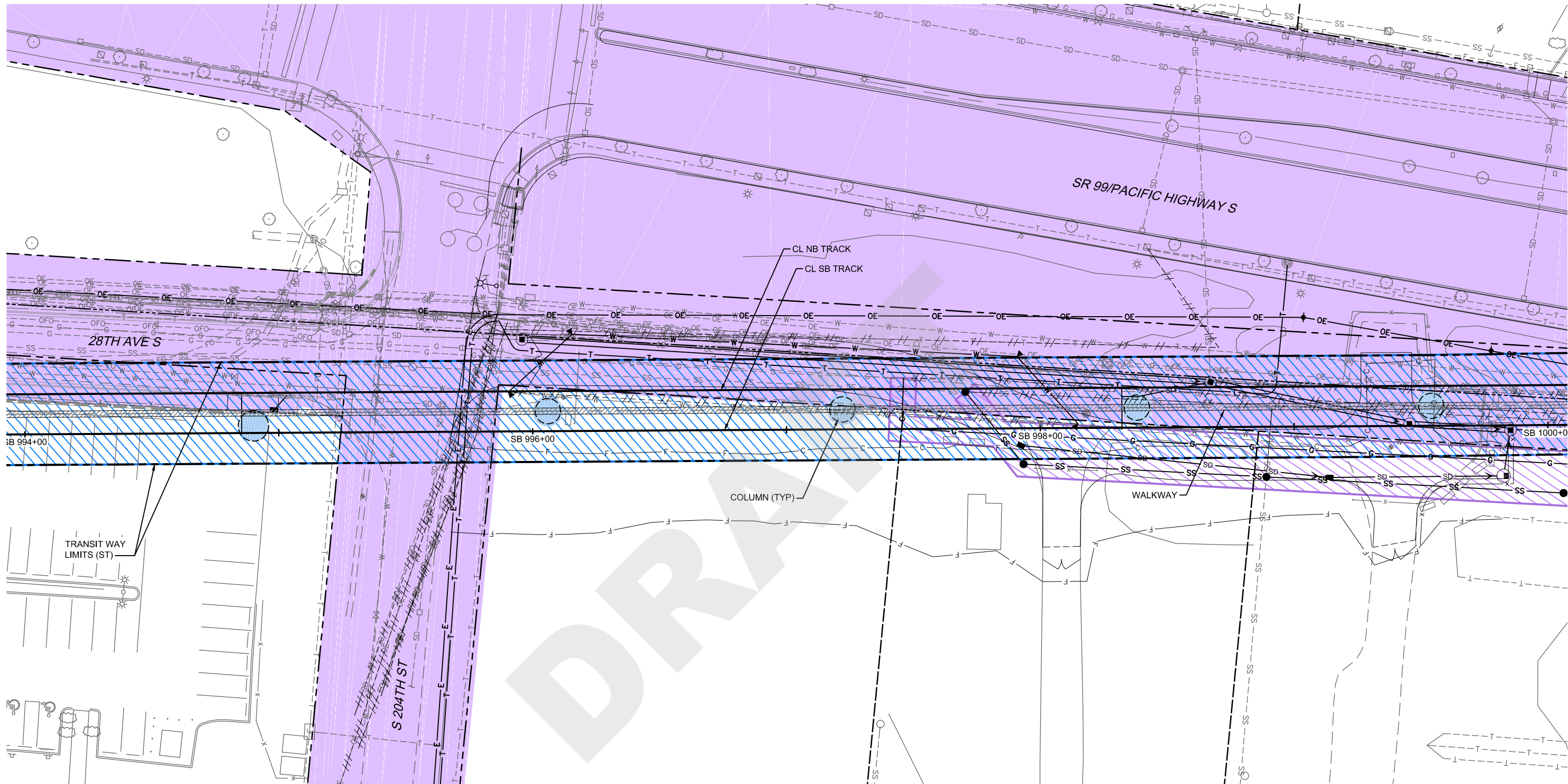


SEE DWG L05-ONM102



SEE DWG L05-ONM101

SEE DWG L05-ONM103



PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



SCALE IN FEET

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: S. LIU
DRAWN BY: S. LIU
CHECKED BY: A. WHALEN
APPROVED BY: E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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LINE IS 1" AT
FULL SCALE



SCALE: 1"=20'
FILENAME: FWEA-L05-ONM102
CONTRACT No.:
DATE: 08/31/2016

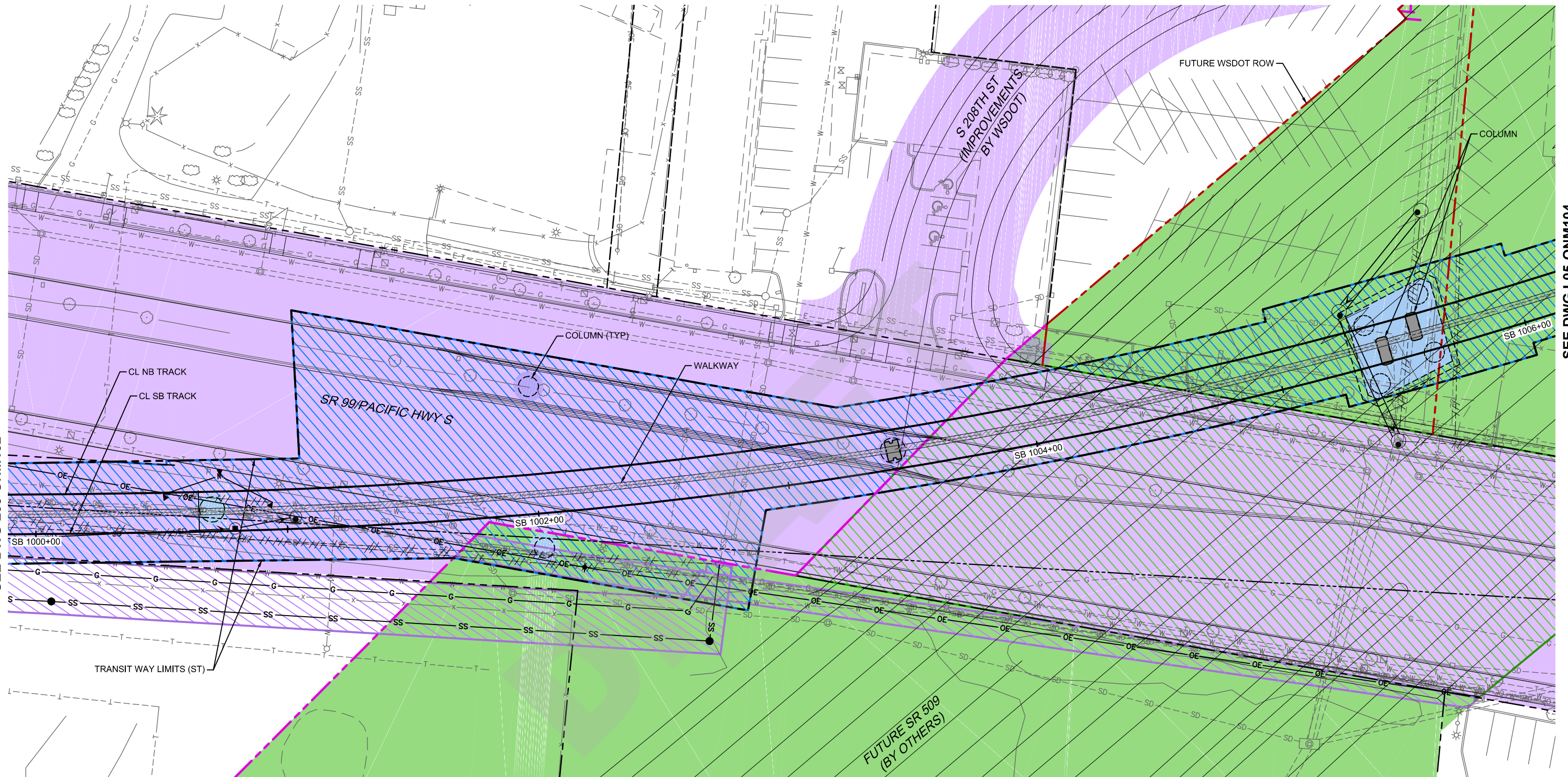
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 994+00 TO SB STA 1000+00

DRAWING No.: L05-ONM102
FACILITY ID:
SHEET No.: 2
REV: #

11/01/17 | 10:42 AM | ITOP
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SEE DWG L05-ONM102



SEE DWG L05-ONM104

PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	A. WHALEN
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:



SCALE:	1"=20'
FILENAME:	FWEA-L05-ONM103
CONTRACT No.:	
DATE:	08/31/2016

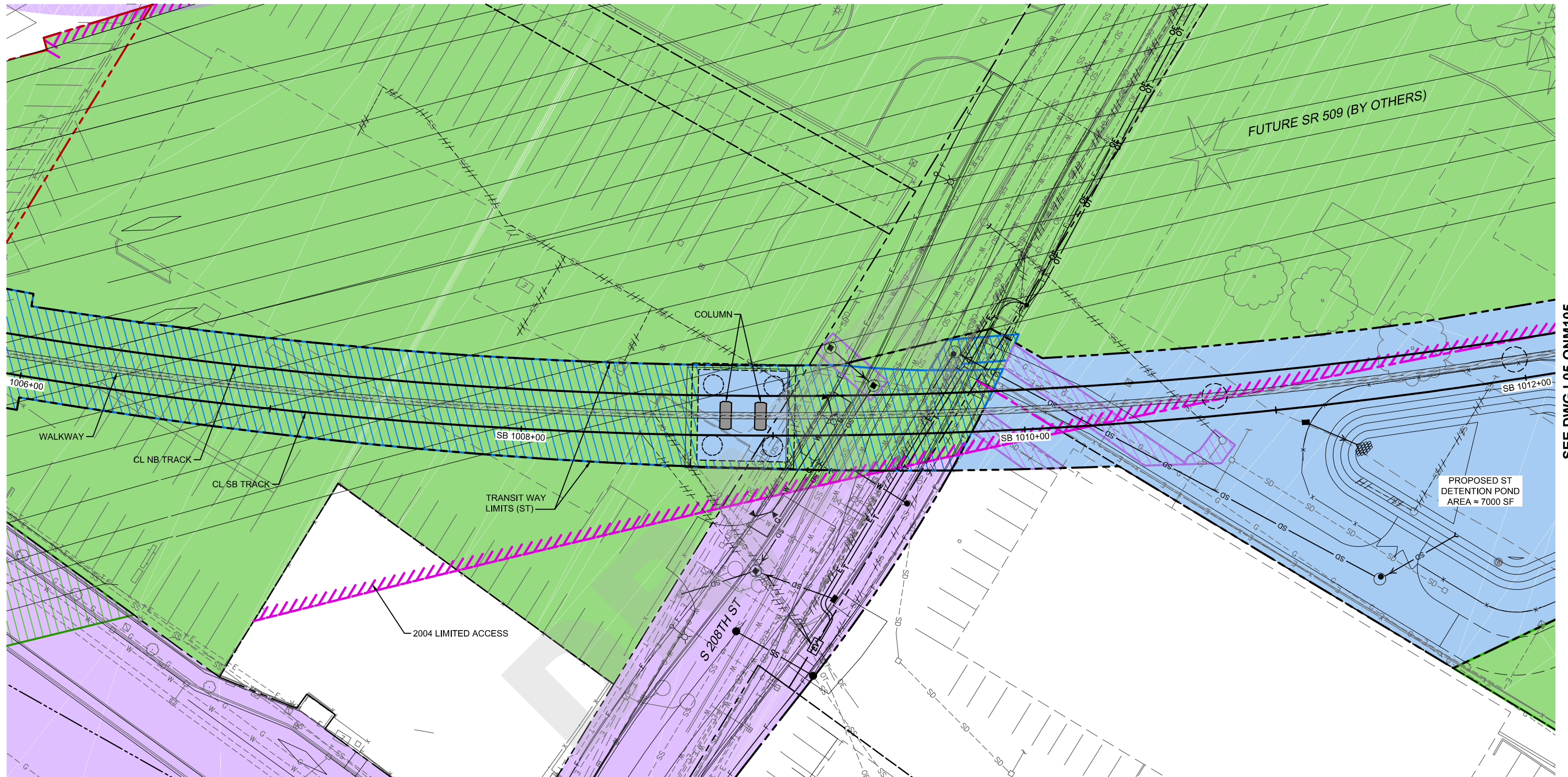
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1000+00 TO SB STA 1006+00

DRAWING No.:	L05-ONM103
FACILITY ID:	
SHEET No.:	3
REV:	#

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SEE DWG L05-ONM105

PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	A. WHALEN
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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LINE IS 1" AT FULL SCALE



SCALE:	1"=20'
FILENAME:	FWEA-L05-ONM104
CONTRACT No.:	
DATE:	08/31/2016

SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

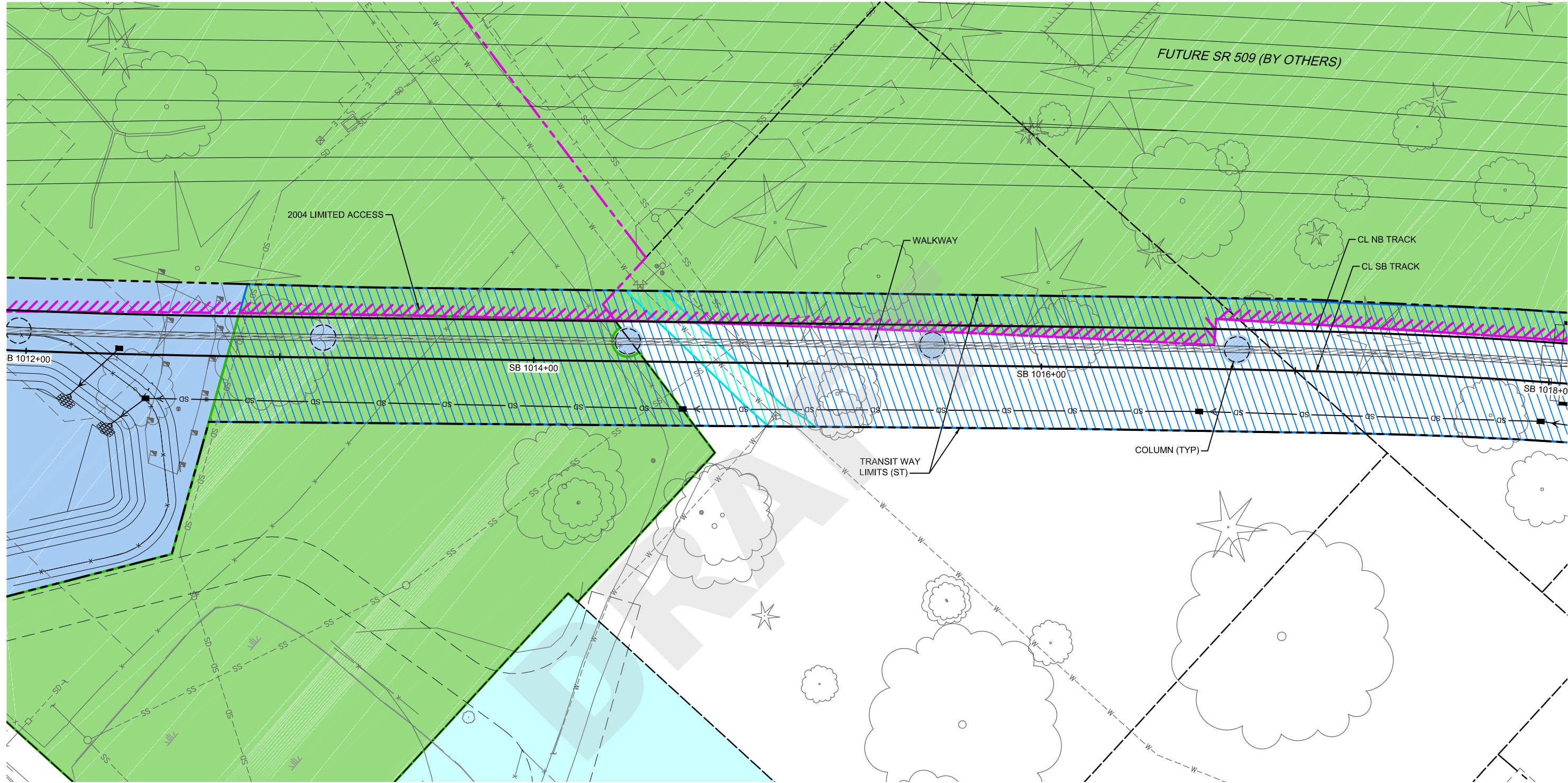
CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1006+00 TO SB STA 1012+00



DRAWING No.:	L05-ONM104
FACILITY ID:	
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REV:	#

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PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
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	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	A. WHALEN
APPROVED BY:	E. HERALD



LINE IS 1" AT FULL SCALE



SCALE:	1"=20'
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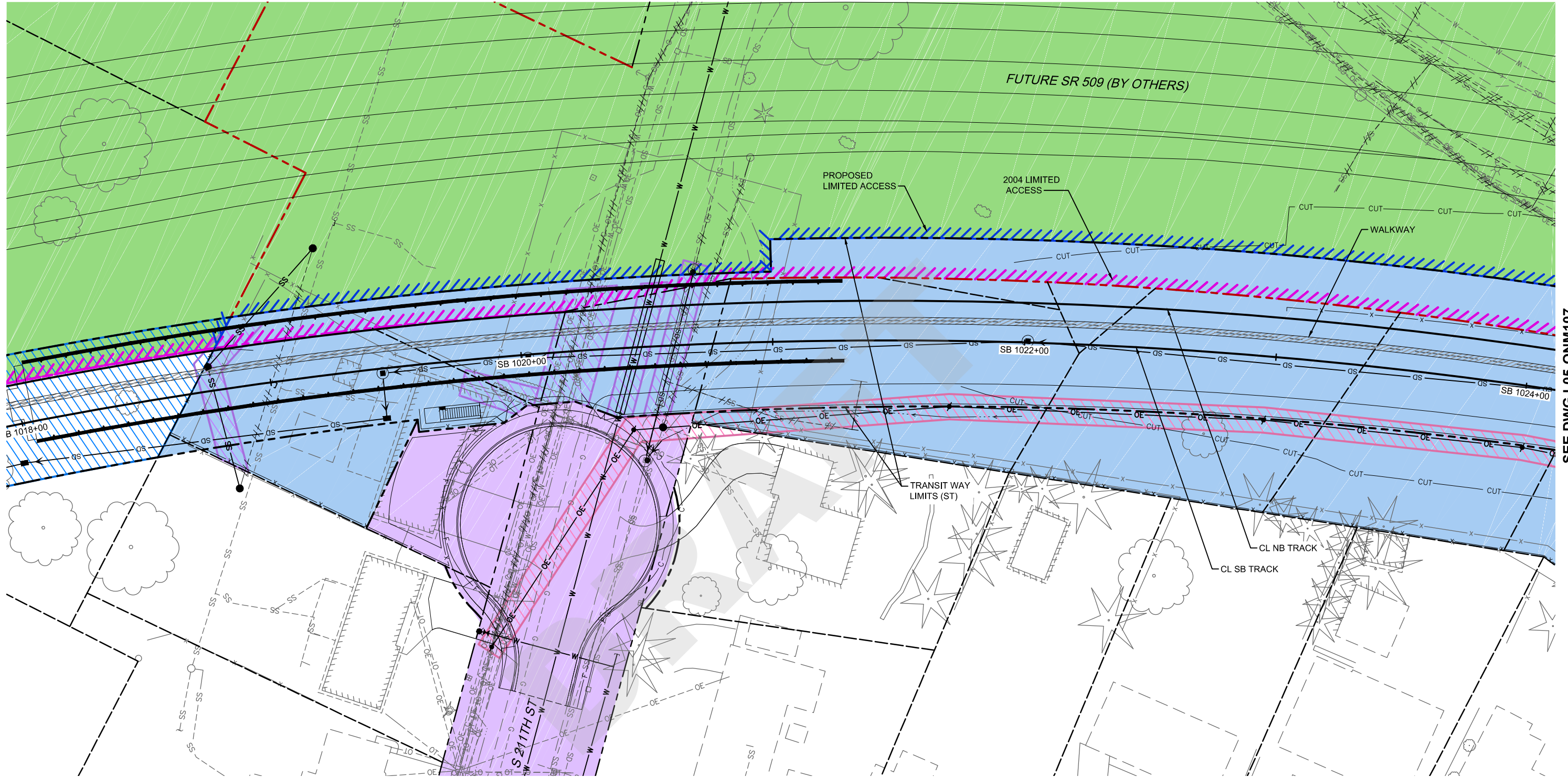
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FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1012+00 TO SB STA 1018+00

DRAWING No.:	L05-ONM105
FACILITY ID:	
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REV:	#

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PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER		PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT				CITY OF SEATAC		
	SOUND TRANSIT				CITY OF DES MOINES		
	HIGHLINE WATER DISTRICT				CITY OF KENT		
	PUGET SOUND ENERGY				CITY OF FEDERAL WAY		
	SEATTLE PUBLIC UTILITIES						



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	A. WHALEN
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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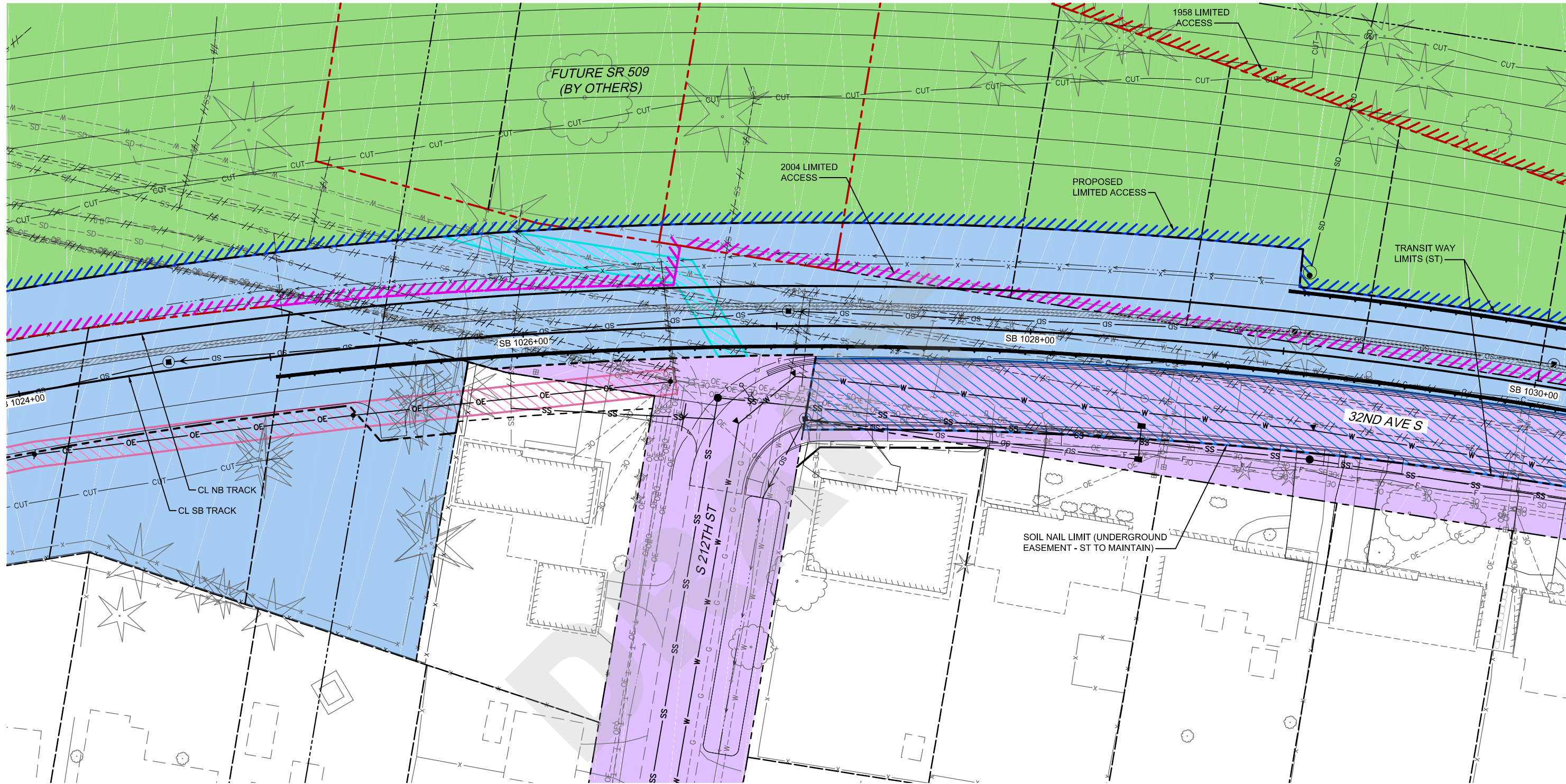
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FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1018+00 TO SB STA 1024+00

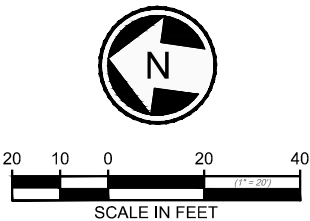
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FACILITY ID:	
SHEET No.:	6
REV:	#

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PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



						DESIGNED BY:
						S. LIU
						DRAWN BY:
						S. LIU
						CHECKED BY:
						A. WHALEN
						APPROVED BY:
						E. HERALD
No.	DATE	DSN	CHK	APP	REVISION	



SCALE:	1"=20'
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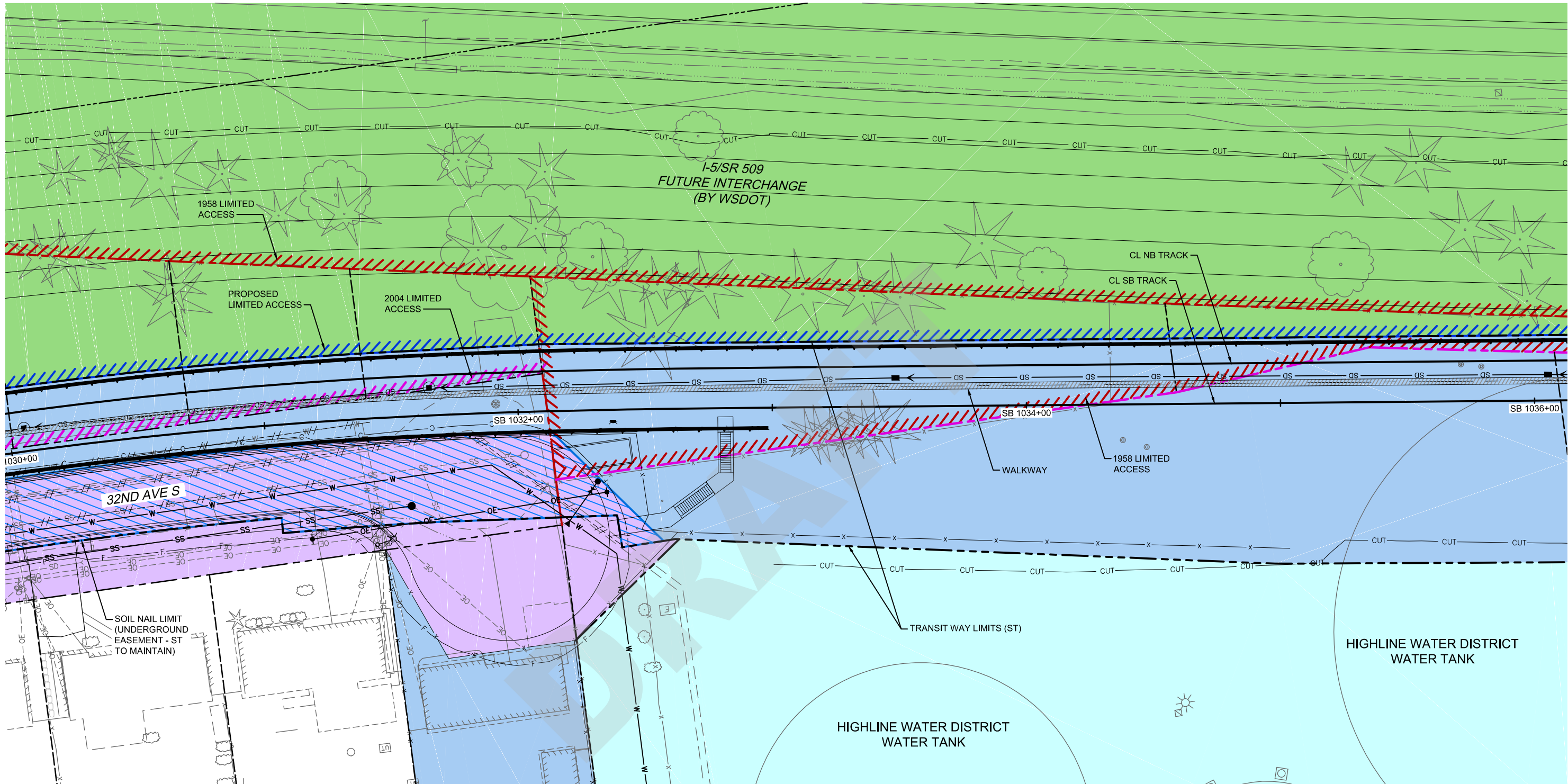
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1024+00 TO SB STA 1030+00

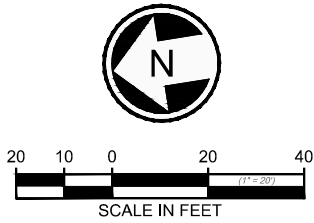
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FACILITY ID:	
SHEET No.:	7
REV:	#

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PRIMARY OPERATOR/ MAINTAINER		SECONDARY OPERATOR/ MAINTAINER	
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	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



DESIGNED BY: S. LIU					
DRAWN BY: S. LIU					
CHECKED BY: A. WHALEN					
APPROVED BY: E. HERALD					
No.	DATE	DSN	CHK	APP	REVISION



SCALE: 1"=20'
FILENAME: FWEA-L05-ONM108
CONTRACT No.:
DATE: 08/31/2016

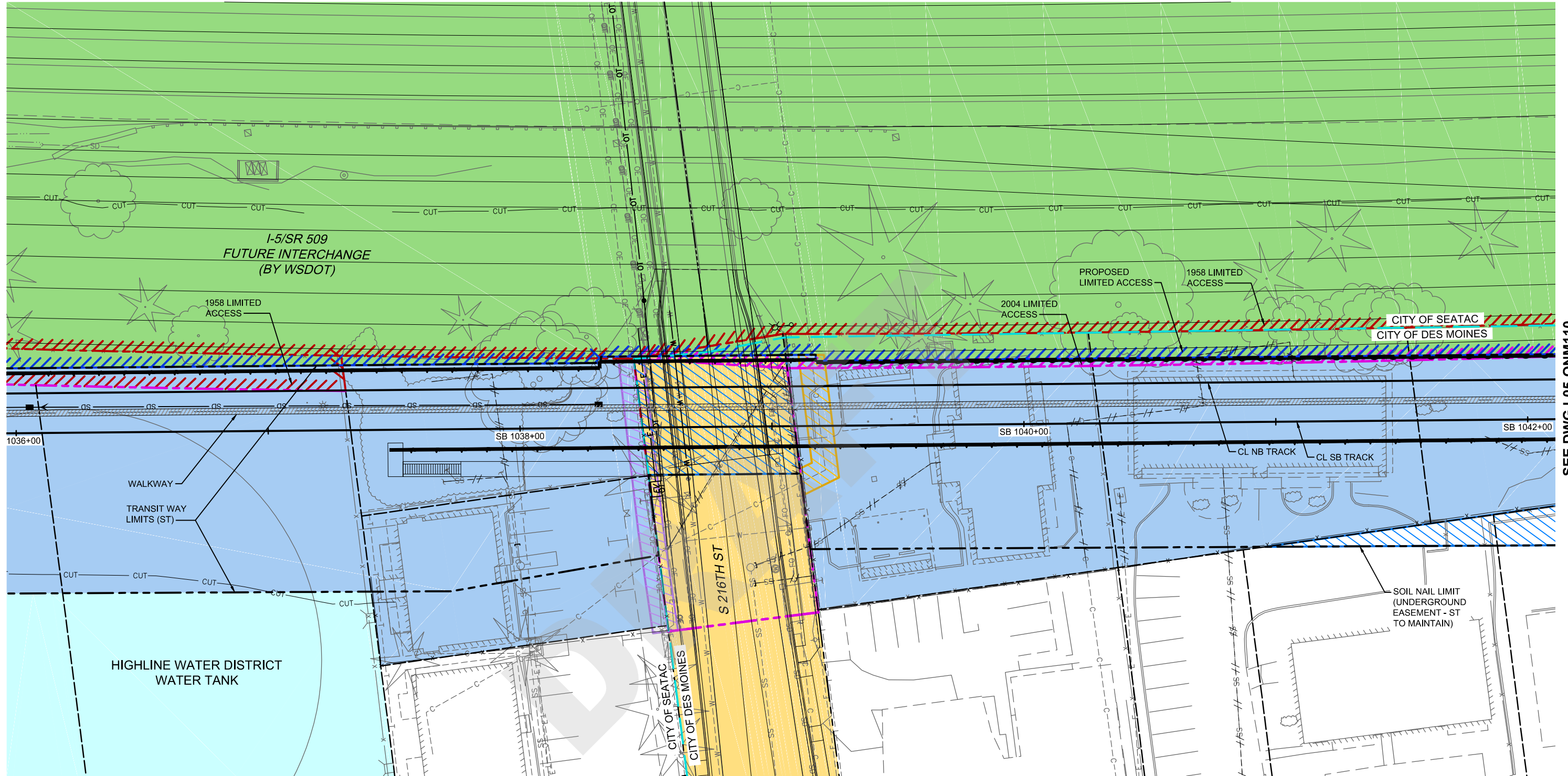
SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1030+00 TO SB STA 1036+00

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	WSDOT		
	SOUND TRANSIT		
	HIGHLINE WATER DISTRICT		
	PUGET SOUND ENERGY		
	SEATTLE PUBLIC UTILITIES		
	CITY OF SEATAC		
	CITY OF DES MOINES		
	CITY OF KENT		
	CITY OF FEDERAL WAY		



No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:	S. LIU
DRAWN BY:	S. LIU
CHECKED BY:	A. WHALEN
APPROVED BY:	E. HERALD



SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:
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LINE IS 1" AT FULL SCALE



SCALE:	1"=20'
FILENAME:	FWEA-L05-ONM109
CONTRACT No.:	
DATE:	08/31/2016

SOUND TRANSIT
FEDERAL WAY LINK EXTENSION
PRELIMINARY ENGINEERING PLANS

CIVIL
OPERATION AND MAINTENANCE PLAN
SB STA 1036+00 TO SB STA 1042+00

DRAWING No.:	L05-ONM109
FACILITY ID:	
SHEET No.:	9
REV:	#

RESOLUTION NO. 19-005

A RESOLUTION of the City Council of the City of SeaTac,
Washington authorizing entry into a Transit Way Agreement
with Sound Transit.

WHEREAS, Sound Transit has requested a Transit Way Agreement to facilitate the development of the Federal Way Link Extension project, to extend light rail service from its current southern terminus at the Angle Lake Station south to Federal Way; and

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail; and

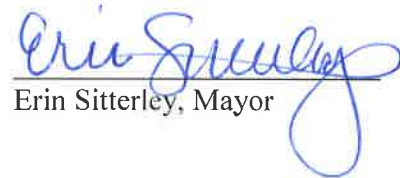
WHEREAS, the Council finds that the proposed Transit Way Agreement remains generally consistent with current City requirements to grant a non-exclusive use of Light Rail Transit Way for Sound Transit to construct, operate, maintain and own a Light Rail Transit System in the City;

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 Transit Way Agreement with Sound Transit in substantially similar form as attached to this Resolution as Exhibit A.

PASSED this 22nd day of January, 2019 and signed in authentication
thereof on this 22nd day of January, 2019.

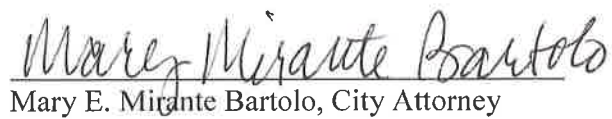
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Transit Way Agreement with Sound Transit--FWLE]

**AGREEMENT BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT FOR
GRANT OF NON-EXCLUSIVE USE OF A LIGHT RAIL TRANSIT WAY AS RELATED
TO THE FEDERAL WAY LINK EXTENSION LIGHT RAIL TRANSIT PROJECT**

This AGREEMENT is entered into by and between the City of SeaTac (the "City") and Central Puget Sound Regional Transit Authority ("Sound Transit") and is effective when signed by all parties.

RECITALS

WHEREAS, Sound Transit is a governmental entity created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.330);

WHEREAS, the City a non-charter optional municipal code city incorporated under the laws of the State of Washington pursuant to Title 35A RCW;

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail;

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Link Light Rail Transit Project (RCW 36.70A.020);

WHEREAS, in 1996, 2008, and 2016, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, regional transit system plans known as Sound Move, ST2, and ST3, respectively;

WHEREAS, these regional transit system plans include, among other projects, the Federal Way Link Extension Project ("Project") connecting the cities of SeaTac, Des Moines, Kent, and Federal Way to the existing Link Light Rail system, which will provide numerous benefits to the City's residents, workers, and visitors, and which will help the City meet its Comprehensive Plan goals;

WHEREAS, Sound Transit and the Federal Transit Administration of the United States Department of Transportation ("FTA") have jointly planned the Project pursuant to the National and State Environmental Policy Acts, and have completed environmental review for the projects in SeaTac, Des Moines, Kent, and Federal Way with the Federal Way Link Extension Final Environmental Impact Statement issued on November 18, 2016 and FTA's Record of Decision issued on March 6, 2017;

WHEREAS, on January 26, 2017, the Sound Transit Board defined and selected the Federal Way Link Extension alignment, profile, stations, and associated infrastructure to be built between Angle Lake Station at S. 200th Street and the Federal Way Transit Center in Resolution 2017-02;

WHEREAS, Sound Transit intends to deliver the Project as a design/build procurement ("Design/Build") and has been coordinating with the City in preparation for Project Design and Construction;

WHEREAS, the City and Sound Transit want to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the Federal Way Link Extension Project in the City with appropriate terms and conditions that will satisfy the FTA's continuing control requirements; and

WHEREAS, the City and Sound Transit intend to execute a Development Agreement in coordination with this Transit Way Agreement;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of SeaTac within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions as follows:

SECTION I. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. "Agreement" means this Light Rail Transit Way Agreement.

1.2 City. "City" means the City of SeaTac and any successor or assignee following an assignment that is permitted under this Agreement.

1.3 Director. "Director" means the Director of Public Works of the City of SeaTac.

1.4 Emergency. "Emergency" means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action in order to prevent and/or avoid an imminent threat to public health or safety, public or private property, or to prevent and/or avoid serious environmental degradation.

1.5 Final Right-of-Way Plans. "Final Right-of-Way Plans" means prints having the proposed limits of the Light Rail Transit Way mathematically tied to existing City monumentation and the Washington State Coordinate Plane System.

1.6 Issued for Construction Plans. "Issued for Construction Plans" means plans showing in detail, the proposed construction and specifications of the Light Rail Transit System including alignment drawings showing the exact limits of the Light Rail Transit Way.

1.7 Liability. "Liability" means all loss, damages, cost, expense (including costs of investigation and attorney fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims, and demands of whatever kind of nature (including those arising under the Federal Employers Liability Act), arising in any way out of an occurrence relating to this Agreement or occurring on or relating to the Light Rail Transit System described herein.

1.8 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base, or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, signal bungalows, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, and station access facilities.

1.9 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, restrooms, fountains, or artwork.

1.10 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line, including Light Rail Transit Facilities, all infrastructure (including light rail vehicles operating on the Light Rail Transit Way), passenger services and communication equipment, that operates at grade level, above grade level, or in a tunnel and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under RCW 81.112. A Light Rail Transit System may be designed to share a Public Right-of-Way although it may also use a separate right-of-way. Commuter rail and low capacity, or excursion rail transit service are not included.

1.11 Light Rail Transit Way. "Light Rail Transit Way" means the areas within the Public Right-of-way occupied by Sound Transit for its Light Rail Transit System pursuant to this Agreement, as shown on the Record Drawings approved by the Director and on file with the City.

1.12 Parties. "Parties" means the City of SeaTac and Sound Transit.

1.13 Passenger. "Passenger" means any person who is not an employee of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.

1.14 Public Rights-of-Way. "Public Rights-of-Way" means the areas above, below, on and over public streets and easements which, under the SeaTac Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefor.

1.15 Project. "Project" means the segments of the Light Rail Transit System in the City as described in Sound Transit Board Resolution 2017-02 and subsequent approved permits and agreements.

1.16 Record Drawings. "Record Drawings" means the final set of neatly and legibly marked set of contract drawings, maintained by Sound Transit's Design-Build Contractor with up-to-date information, showing the final locations of all items of work.

1.17 Routine Maintenance and Operation. "Routine Maintenance and Operation" means Sound Transit's maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Rights-of-Way, or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Rights-of-Way.

1.18 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

1.19 Third Party. "Third Party" means any person other than the City or an employee of the City, and any person other than Sound Transit or an employee of Sound Transit.

1.20 Track Access Permit. "Track Access Permit" means the process for track access, including the management, scheduling, and authorization of access to employees, third parties, and contractors to perform work on, near, or adjacent to the Light Rail Transit System or any Sound Transit facility. (See Exhibit D – Track Access Procedures.)

SECTION II. GRANT OF RIGHTS BY THE CITY

2.1 Grant of Non-Exclusive Use of a Light Rail Transit Way. The City grants to Sound Transit a non-exclusive use of certain portions of the Public Rights-of-Way, the general location of which is described and depicted on **Exhibits A and B** hereto, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings contained in **Exhibit C** hereto and more fully described in the Final Right-of-Way Plans and hereby incorporated by reference. The Director or designee and Sound Transit's Deputy Executive Director or designee of Design and Engineering shall, from time to time, jointly revise and modify **Exhibit C** to conform to the Issued for Construction Plans and the Final Right-of-Way Plans as long as the revisions are, in their judgment, within the scope and intent of **Exhibit C**. The Director is hereby expressly delegated the authority to revise and modify **Exhibit C** from time to time consistent with the terms of this paragraph. This grant of a non-exclusive use of certain portions of the Public Rights-of-Way shall take effect and be based upon the Issued for Construction Plans and Final Right-of-Way Plans approved by the Director. Sound Transit expressly agrees that it will construct, operate, and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances, state, and federal laws, now or hereafter amended.

2.2 Rights Limited to Light Rail Transit System. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation, and ownership of the Light Rail Transit System. Sound Transit shall not, without the City's written consent, construct on or along the Light Rail Transit Way any additions to or expansions of the Light Rail Transit System subsequent to the construction done in accordance with the Issued for Construction Plans and with the Final Right-of-Way Plans. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment after first obtaining any necessary permits and other authorizations from the City.

2.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City will engage in activities within the Public Rights-of-Way such as construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (i) traffic conditions, (ii) public safety, (iii) construction of facilities which constitute permissible uses of the Public Rights-of-Way ("ROW"), (iv) repair of ROW (including resurfacing or widening), (v) change of grade to ROW, and (vi) response to emergencies and natural disasters, and (vii) construction, installation, maintenance or repair of sewer drains, water pipes, power lines, signal lines, traffic control devices, tracks, communication systems, public works, public facilities or improvements, or any utilities. The City agrees that such activities, to the extent they are permitted or controlled by the City, shall not occur within the Light Rail Transit Way without written notice to Sound Transit. All such activities done by or for the City shall be undertaken in a manner that minimizes, to the greatest extent possible, disruption to operation of the Light Rail Transit System. Before commencement of any work, the City will apply for, and direct all Third Parties to apply for; a track access permit in accordance with Sound Transit's then current track access standard operating procedures (See **Exhibit D**), for which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry. Typical routine maintenance work, including but not limited to street sweeping, deicing, snow control, flood control, storm and sanitary sewer cleaning, landscaping and water main flushing, will not be subject to the track access notification or permit requirements.

2.4 Non-Exclusive Use. Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to operate the Light Rail Transit System.

2.5 Use Restricted. This Agreement does not authorize the provision of any services by Sound Transit other than the services strictly related to the operation of the Light Rail Transit System.

2.6 Ownership. Sound Transit owns all tracks and other Light Rail Transit Facilities within the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit that are not otherwise transferred to and accepted by the City. Nothing in this Agreement shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

2.7 No Rights by Implication. No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for the following:

- A. Any other permit or authorization required for the privilege of transaction and carrying on a business within the City that may be required by the ordinances and laws of the City; or
- B. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or
- C. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Agreement.

2.8 Utilities Agreements. This Agreement shall not be interpreted as diminishing in any way the City's ability to provide, control or charge for any City utility services existing now or in the future.

SECTION III. PERMITS

3.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state, and local permits and licenses required for the construction, operation, and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.

3.2 Non-Interference. The City shall not interfere with Sound Transit's ability to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities, including streets, roads, or utility poles not owned by the City.

SECTION IV. CONSTRUCTION

4.1 Approval of Construction. Sound Transit shall obtain the approval of the Director of all Light Rail Facility Issued for Construction Plans for work in the Public Right-of-Way prior to any such work commencing. Issued for Construction Plans must be accompanied by Final Right-of-Way Plans. Approval for construction shall consist of the issuance of a construction permit or permits by the Director for each project section or contract to be constructed by Sound Transit within the Public Rights-of-Way.

4.2 Record Drawings. Within twelve (12) months of Sound Transit's date of revenue service, Sound Transit shall furnish to the City Record Drawings of the Issued for Construction Plans and Final Right-of-Way Plan, including Record Drawings and associated electronic AUTOCAD and GIS files showing the as-built condition. Upon mutual agreement as to the types and number of drawings required, Sound Transit shall furnish to the City drawings sufficient to describe the project spatially in the Washington State Plane Coordinate System. Sound Transit will assist in the conversion to the City coordinate system if necessary.

4.3 Entry Upon Light Rail Transit Way. Sound Transit, its employees, and agents shall have the right, as defined and limited pursuant to Section V of this Agreement, to enter upon the Light Rail Transit Way for the purpose of constructing, operating, and maintaining the Light Rail Transit Facilities.

4.4 Temporary Use of Public Rights-of-Way. During construction of the Light Rail Transit System, Sound Transit, with the prior written agreement of the City, and approval of any required permits, may fence portions of the Public Rights-of-Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in any way, other than ways approved in advance by the City, the ordinary use of the Public Right-of-Way; (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary access to property on either side of the Public Right-of-Way; (iii) are not used for construction worker parking; and (iv) do not unnecessarily limit the public's right to travel within the Public Right-of-Way. Sound Transit shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous substances shall not be stored unless approved by appropriate officials of the City Fire Department.

4.5 Utilities During Construction. The City recognizes that the Light Rail Transit System is an essential public facility and public transportation improvement. Sound Transit will coordinate with all utilities to minimize utility relocation costs and related construction and will negotiate with non-City-owned utilities on utility relocation costs and cost allocation. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from the City's exercise of its franchise authority to direct such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate fully with Sound Transit in the defense of any such claim or litigation. Notwithstanding the foregoing, the Parties agree that Sound Transit shall pay for any and all costs for relocation or protection of City-owned storm water utilities that the City determines is necessary due to construction, maintenance, or operation of the Light Rail Transit System. The specific allocation of costs of such relocation shall be defined in a series of future agreements between the City and Sound Transit relating to the separate construction segments of the Light Rail Transit System, each agreement to be entered into before construction on the particular segment begins.

4.6 Work Completed by Sound Transit. Sound Transit, at Sound Transit's sole cost and expense, will furnish all materials, parts, components, equipment, and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workman-like manner,

in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, permits, orders, or specifications of any public body or authority having jurisdiction.

4.7 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state, and local laws, ordinances, permits, and regulations.

4.8 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Issued for Construction Plans, Sound Transit will support the tracks and roadbed of the Light Rail Transit System in such manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Rights-of-Way.

4.9 Imminent Danger. If, during construction, there is an Emergency or the Light Rail Transit System creates or is contributing to an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and seek reimbursement from Sound Transit for all costs incurred. The City shall provide notice of such Emergency or danger along with any actions taken to Sound Transit as soon as practicable taking into account the nature and complexity of the Emergency or imminent danger.

4.10 Accommodation of Moving Structures. Sound Transit shall, on the request of any Third Party holding a valid permit issued by a governmental authority and a Sound Transit Track Access permit, temporarily raise or lower its wires to permit the moving of buildings or other objects. Sound Transit may require that the expense of such temporary removal or raising or lowering of wires be paid in advance by the Third Party requesting the same.

4.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall develop a comprehensive project-specific communication plan in coordination with the City to establish and maintain effective communication with residents and businesses to allow them to be fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. As part of the communication plan, Sound Transit will work with community and neighborhood groups prior to and through the construction process to identify types of impacts that would occur and communicate minimization and mitigation activities to address such impacts.

4.12 Restoration of Public Rights-of-Way. Sound Transit shall promptly repair any and all Public Rights-of-Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to substantially the same condition, or in the case of street surfaces, better condition if reasonably necessary and within a mutually agreed-upon timeframe commensurate with the scope of repairs. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon reasonable advance notice to Sound Transit, take the actions to restore the Public Rights-of-Way or public property at Sound Transit's sole cost and expense.

4.13 Federal Grant Conditions. Sound Transit's design and construction of the Project may become subject to a financial assistance agreement between Sound Transit and the Federal Transit Administration ("FTA"). Both parties recognize that amendments to this Agreement may be necessary in order to comply with FTA funding requirements.

SECTION V. ENTRY NOTICE

5.1 Access. Sound Transit, its employees and agents shall have access to the Public Rights-of-Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with specific conditions within this Agreement. However, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or disrupt in any way, other than in ways approved in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties.

5.2. Notice Prior to Initial Entry. During Project construction, Sound Transit shall give the City at least seventy-two (72) hours written notice before initial entry upon any portion of the Public Rights-of-Way for construction purposes.

5.3 Entry after Project Construction. After construction, any entry by Sound Transit onto the Public Rights-of-Way that is not pursuant to the Routine Maintenance and Operation of the Light Rail Transit System or for purposes relating to an Emergency shall require (i) advance written notice from Sound Transit to the City not less than ten (10) days prior to Sound Transit's planned entry, with notice to specify the purpose of the entry; (ii) if entry involves any new connection or removal of any portion of the Light Rail Transit System, plans as required by the Director showing in detail the proposed new construction, reconstruction, or removal; and (iii) approval by the City which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

5.4 Entry for Routine Maintenance and Operation. During Routine Maintenance and Operation, Sound Transit personnel may enter the Public Rights-of-Way without notice to the City, as long as such entry is for the sole purpose of Routine Maintenance and Operation. If the Routine Maintenance and Operation activities require the closure of a traffic lane, Sound Transit shall obtain a right-of-way use permit.

5.5 Emergency Access. In the event of an Emergency that interrupts or significantly disrupts Operation of the Light Rail Transit System and for purposes of taking immediate corrective action, Sound Transit personnel may enter the Public Rights-of-Way without notice to the City, as long as such entry is for the sole purpose of addressing the Emergency; provided, however, that if any entry for such purposes is likely to require excavation of soil that would alter or disturb the Public Rights-of-Way or use of heavy machinery within fifty (50) feet of or upon the Public Rights-of-Way, Sound Transit shall give the City verbal or telephonic notice of the places where, and the manner in which, entry is required, prior to such entry, promptly followed by written notice.

SECTION VI. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS-OF-WAY

6.1 Compliance with Laws, Rules, and Regulations. Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, permits, departmental rules and regulations and practices affecting such system, which include, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the City's Land Use Code and construction codes, and City street and utility standards. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry-accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or property.

6.2 Permits Required. Except in cases of emergency repairs, Sound Transit's operation, maintenance, or repair of its Light Rail Transit System shall not commence until all required permits have been properly applied for and obtained from the proper City officials and all required permits and associated fees paid, including, but not limited to, the cost of permit-application review and inspection. In case of emergency repairs, appropriate permits shall be applied for no later than the second business day following repairs.

6.3 Level of Operation/Maintenance. All Light Rail Transit Facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights-of-Way. All facilities shall be maintained in a state of good repair as defined by FTA in 49 CFR 625. Sound Transit will promptly assess, repair and maintain the operational functionality of all Light Rail Transit Facilities in the City.

6.4 Ongoing Operation/Maintenance Communication. Sound Transit shall provide a single point of contact for the purposes of:

- serving as a consistent source of communications and point of contact for the City and community in facilitating questions and comments concerning Light Rail Transit System operations; and
- providing information to the City and on-site customers regarding the status of and anticipated timeline for Light Rail System maintenance and repairs that may be required.

6.5 Appointment of Operator. Sound Transit may appoint an operator as Sound Transit's agent to exercise some or all of Sound Transit's rights under this Agreement, subject to compliance with all terms and conditions of this Agreement.

6.6 Regulatory Approvals. Sound Transit and its operator shall obtain and maintain all federal, state and/or local regulatory approvals as may be required for the operation of the Light Rail Transit System.

6.7 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing, or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.

6.8 Prompt Repair. Sound Transit shall promptly repair any and all Public Rights-of-Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Rights-of-Way must be restored to substantially the same condition as before the disturbance or damage occurred, or, in the case of street surfaces, better condition if reasonably necessary.

6.9 Imminent Danger. When the Light Rail Transit System creates or is contributing to an imminent danger to health, safety or property, both parties will notify each other in order to address the situation.

6.10 No At-Grade Crossings or Crossing Gates Without Permission. Sound Transit shall not install any at-grade crossings or crossing gates or other traffic control devices without the written consent of the City.

SECTION VII. FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense, and risk, shall secure permits, furnish, erect, and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with all applicable City codes.

SECTION VIII. THIRD PARTY RIGHT-OF-WAY OWNERSHIP

This Agreement is not intended to cover and does not cover any occupancies over (i) rights-of-way or other land owned solely or jointly by any other person or entity, or (ii) any rights granted to the City by Third Parties.

SECTION IX. RELOCATIONS

If the City desires the relocation of a portion of the Light Rail Transit Facilities to accommodate the City, the City shall notify Sound Transit of such fact, and Sound Transit shall consult with the City to address the request.

SECTION X. LIABILITY, INDEMNIFICATION

10.1 Sound Transit shall indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, attorneys' fees) arising or growing out of or in connection with or related to, either directly or indirectly, the design, construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System, except to the extent such claims arise from the sole or partial negligence, errors or omissions of the City, its officers, employees, and agents.

10.2 Consistent with Sound Transit's indemnification obligations herein, the City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which the City has actual knowledge of or has received formal notification. Sound Transit shall promptly assume

responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim associated with this Agreement. The City shall not settle any claim associated with this agreement directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.

10.2 Sound Transit expressly assumes potential liability for actions or claims brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

10.3 The indemnification obligations provided in this Section shall survive termination of this Agreement.

SECTION XI. INSURANCE

11.1 Sound Transit shall maintain, throughout the term of this Agreement and for six (6) years after its termination, an appropriate program of insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities (including any claims against the City, its officers, employees, or agents that are subject to indemnification by Sound Transit pursuant to Section 15 above). When insurance coverage through commercial insurance or an insurance pool(s) is utilized, Sound Transit shall ensure that the City is named as an Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance coverage shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third-parties arising under this Agreement, other than for damages, claims or liabilities arising from negligence of the City and its officers, officials, employees, and agents. The limits of Sound Transit's selected coverage program in no way diminish Sound Transit's obligations to the City as set forth in this Agreement. When commercial insurance is utilized, Sound Transit shall also secure and maintain in effect insurance adequate to protect the City against claims or lawsuits that may arise as a result of the design, construction, operation, maintenance, repair, removal, occupancy, or use of the Light Rail Transit System, including, without limitation: (i) commercial general liability insurance; (ii) property insurance, including coverage for explosion, collapse, and instability; (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; (v) comprehensive automobile liability coverage, (including owned, hired, and non-owned vehicles); (vi) environmental liability insurance; and (vii) during the construction phase, builder's risk.

11.2 To the extent Sound Transit utilizes commercial insurance or insurance coverage through an insurance pool or pools, Sound Transit shall carry such insurance with insurers who are licensed to do business in the State of Washington or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.

11.3 Sound Transit shall file with the City's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance or coverage through an insurance pool or pools is utilized, Sound Transit shall provide the City's Risk Manager with Certificates of Insurance reflecting evidence of the required insurance, naming the City as additional insureds, primary and non-contributory, and waiver of subrogation endorsements, and contain a provision that coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.

11.4 If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop constructing or operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

11.5 On City projects impacting the Light Rail Transit Way, the City shall require any contractors or subcontractors to maintain insurance as required by the City in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on City projects impacting the Light Rail Transit Way to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or the City may itself acquire such insurance or self-insure the work.

SECTION XII. LIENS

12.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means) without cost to the City, and shall indemnify the City against all costs and expenses (including attorney fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

12.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

12.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

SECTION XIII. TERM; TERMINATION

13.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

13.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.

13.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, any portion of it remaining in the Public Rights-of-Way or on any other public property that is not removed by Sound Transit may be deemed by the City to be abandoned and shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

13.4 Any order by the City issued pursuant to this Section to remove the Light Rail Transit System in whole or in part shall be sent by registered or certified mail to Sound Transit not later than twenty-four (24) months following the date of termination of this Agreement, or, if later, the final resolution of any appeal of the termination.

13.5 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

SECTION XIV. DISPUTE RESOLUTION; REMEDIES; ENFORCEMENT

14.1 Dispute Resolution.

- A. Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City, including any alleged conflicts between this Agreement and any other agreement between the Parties, shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.
- B. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

- C. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good-faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

(1) Level One - Sound Transit's Deputy Executive Director of Design, Engineering and Construction Management or Designee and the City's City Engineer or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

(2) Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management or Designee and the City's Public Works Director or Designee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

(3) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

- D. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

14.2 Notice of Default. Neither party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within thirty (30) days, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure.

14.3 Remedies. Either party hereto has the right to exercise any available remedy including, but not limited to and all of the following remedies, singly or in combination, and consistent with the dispute resolution and notice of default sections of this Agreement, in the event the other party violates any provision of this Agreement:

- A. Commencing an action at law for monetary damages;
- B. Commencing an action for equitable or other relief;

C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

14.4 Cumulative Remedies. In determining which remedy or remedies for a party's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstance. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.5 Failure to Enforce. Neither party hereto shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the other party to enforce prompt compliance, and one party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

SECTION XV. COVENANTS AND WARRANTIES

15.1 By execution of this Agreement, the City warrants:

A. That the City has full right and authority to enter into and perform this Agreement and any permits which may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement by which it is bound, to which it is bound, or to which it is subject; it being understood, however, that the covenant and warranty contained in this Section does not constitute a warranty, expressed or implied, by the City, of the right or rights granted by the City to Sound Transit hereunder; and

B. That the execution, delivery, and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

15.2 By execution of this Agreement, Sound Transit warrants:

A. That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, any law, regulation or agreement by which it is bound or to which it is subject; and

B. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

SECTION XVI. RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permit which may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or right herein described requires the payment of any tax, levy, excise, assessment, or charges, including without limitation, property, sales or use tax, under any statute, regulation or rule, Sound Transit shall pay these, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, fees, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use, including increases thereof attributable to such existence or use, and excluding taxes based on the income of the City, shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim, for refund, rebate, reduction, or abatement of such tax(es).

16.2 The City may pay any tax, levy, fee, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

SECTION XVII. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, operators or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement, in part or in whole, to a governmental entity; or (iv) a sale, lease, or other conveyance by the City, subject to those requirements set forth in this Agreement; provided however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

17.2 Sound Transit acknowledges and agrees that the City may designate in writing a designee to (i) receive information, including information designated or identified as confidential, and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.

17.3 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

SECTION XVIII. NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Deputy Executive Director DECM
401 South Jackson Street
Seattle, WA 98104-2826

And to:

City of SeaTac
Attention: City Manager
4800 South 188th Street
SeaTac, WA 98188

SECTION XIX. MISCELLANEOUS

19.1 This Agreement shall survive delivery and/or recordation of each may be granted hereunder.

19.2 Each party shall be responsible for its own costs, including legal fees, in negotiating or finalizing this Agreement, unless otherwise agreed by the Parties.

19.3 No Party shall be deemed in default of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods, or other natural catastrophes beyond that Party's control; the unforeseeable unavailability of labor or materials; labor stoppages or slowdowns; or power outages exceeding back-up power supplies. This Agreement shall not be revoked nor shall either Party be penalized for such noncompliance, provided that the Party takes immediate and diligent steps to return to compliance and to comply as soon as practicable under the circumstances without duly endangering the health, safety, and integrity of their employees or property, or health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

19.4 This Agreement may be amended only by a written instrument executed by each of the parties hereto, save and except for revisions or modifications to **Exhibit C** as provided for in Section 2.1 herein. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof except as expressly provided herein.

19.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreement with respect hereto.

19.6 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION XX. LEGAL FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

SECTION XXI. INTERPRETATION

This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law, or regulation.

SECTION XXII. SEVERABILITY

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in anyway be affected thereby.

IN WITNESS WHEREOF, each of the parties hereto has executed this Light Rail Transit Way Agreement by having its authorized representative affix his/her name in the appropriate space below.

SOUND TRANSIT

By: _____
Peter M. Rogoff, Chief Executive Officer

Date: _____

Authorized by Motion XX on XX

Approved as to form:

CITY OF SEATAC

By: _____

Date: _____

Authorized by Resolution No.

Approved as to form:

By: _____
Amy Jo Pearsall,
Senior Legal Counsel

By: _____
Mark Johnsen
Senior Assistant City Attorney

Exhibit A: General Description of Light Rail Alignment and Station Location(s)
Exhibit B: Graphic Representation of Light Rail Alignment and Station Location(s)
Exhibit C: Federal Way Link Extension Plans and Profiles
Exhibit D: Track Access Procedures (June 15, 2015)

DRAFT

EXHIBIT A:

GENERAL DESCRIPTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATION

General Description of Federal Way Link Extension Alignment Location in SeaTac

Route: Approximately 0.9 miles from the Angle Lake Station tail track along the west side of I-5 in a combination of retained cut, retained fill, at-grade, and elevated structures to the southern City limits on the north side of S 216th Street.

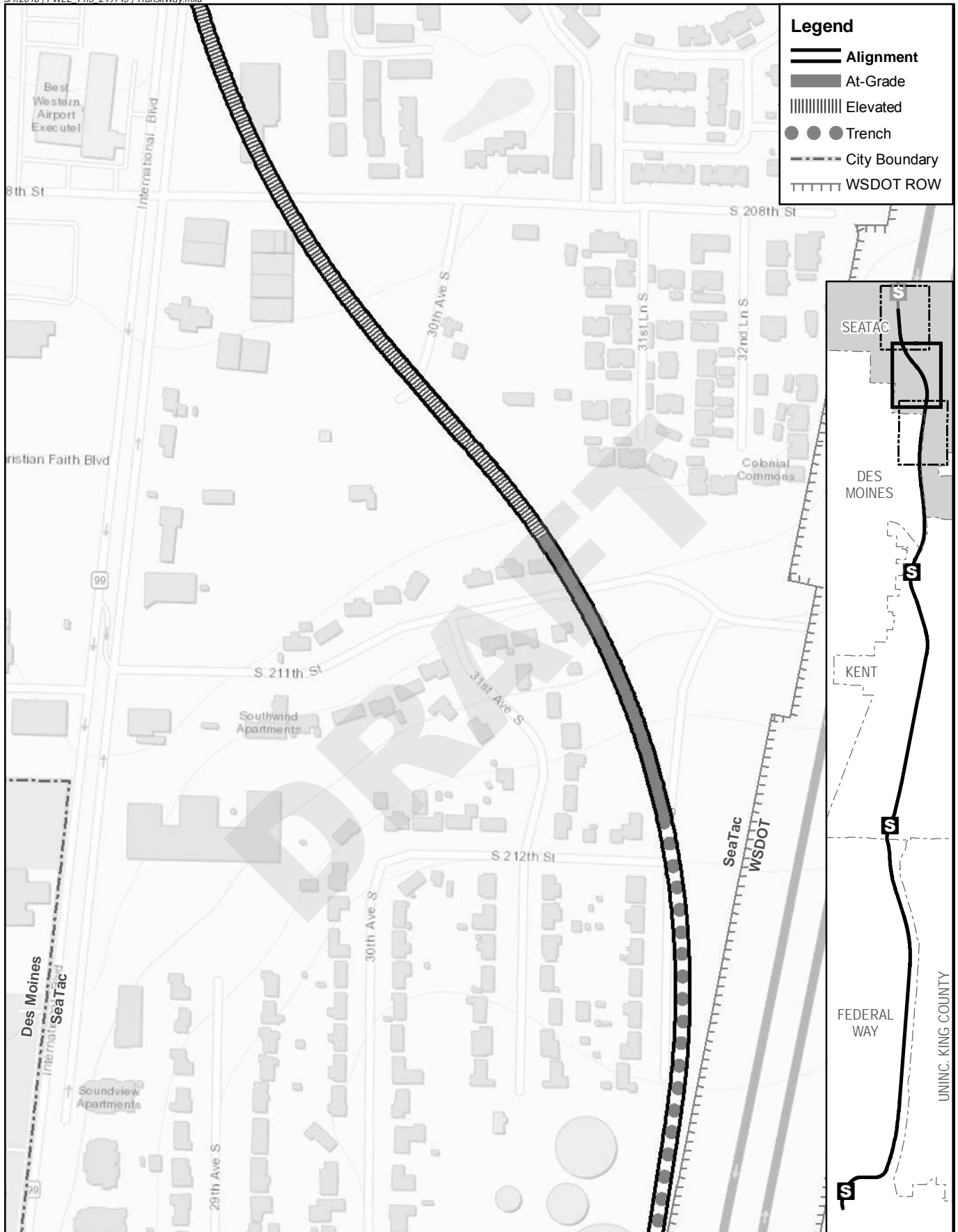
DRAFT

EXHIBIT B:

LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

DRAFT

Light Rail Alignment and Station Locations
City of SeaTac
Federal Way Link Extension



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

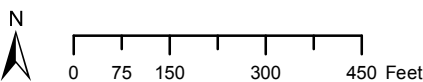
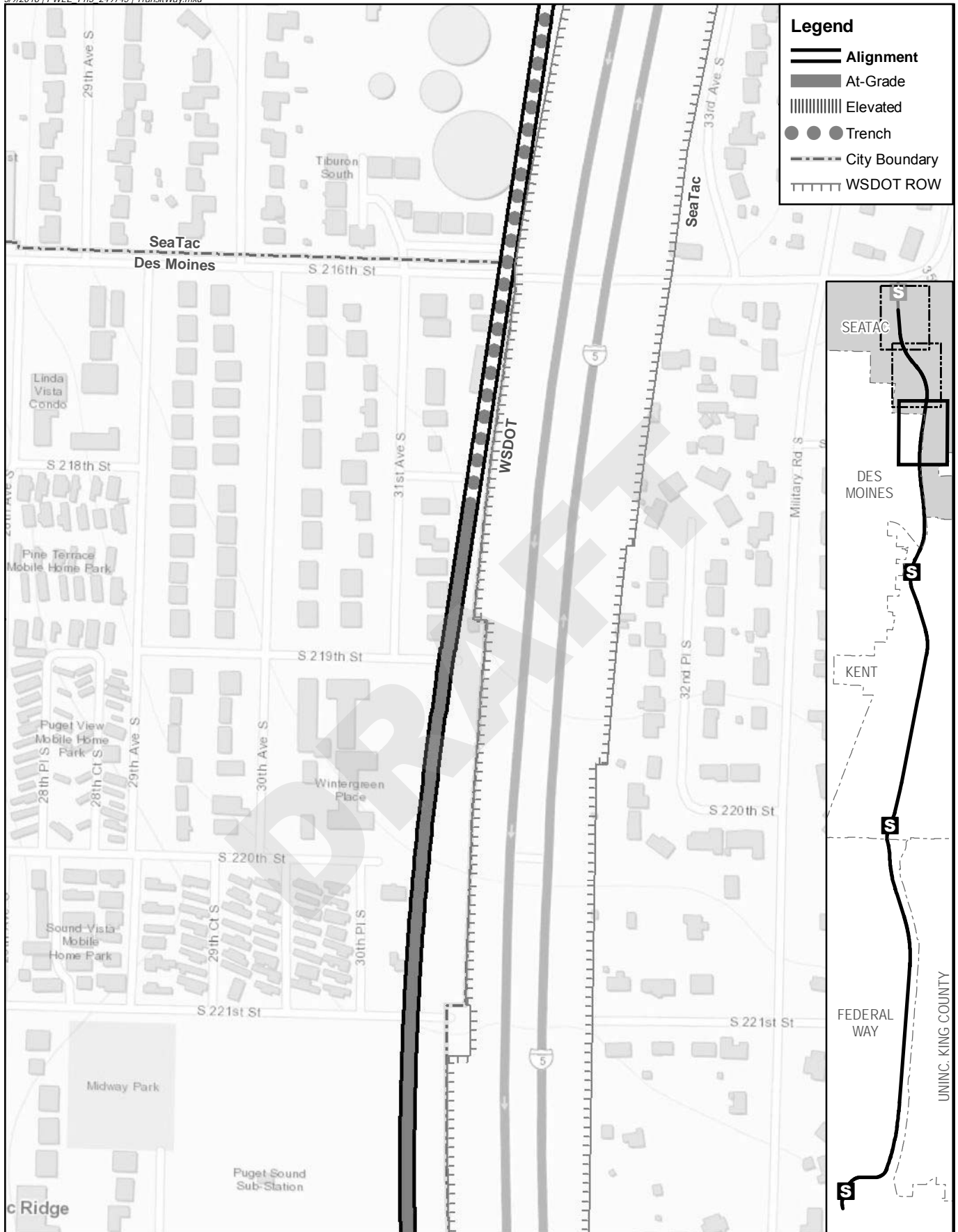


EXHIBIT B-2
 Light Rail Alignment and Station Locations
 City of SeaTac
 Federal Way Link Extension



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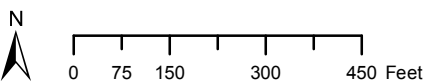
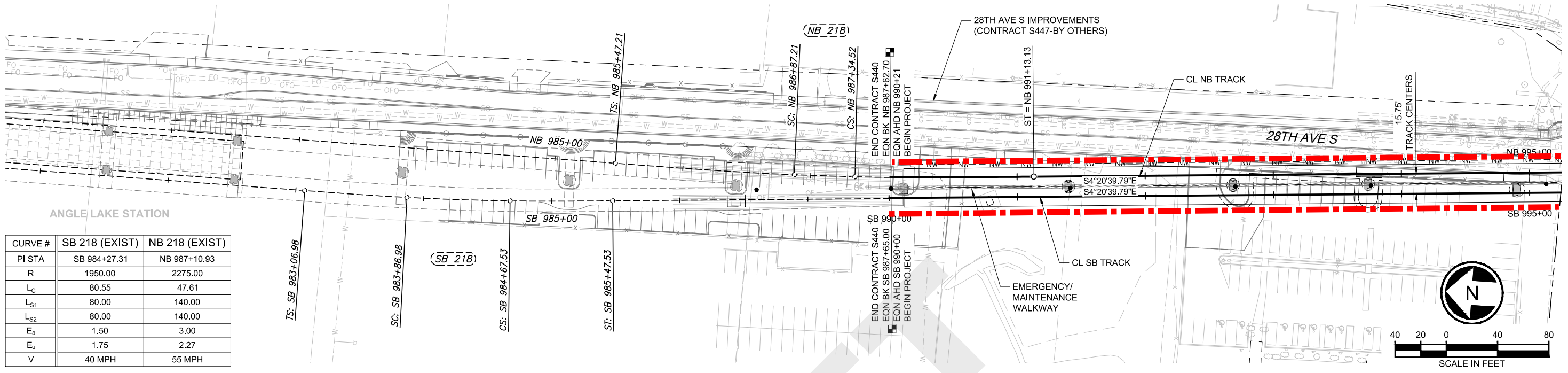


EXHIBIT B-3
Light Rail Alignment and Station Locations
City of SeaTac
Federal Way Link Extension

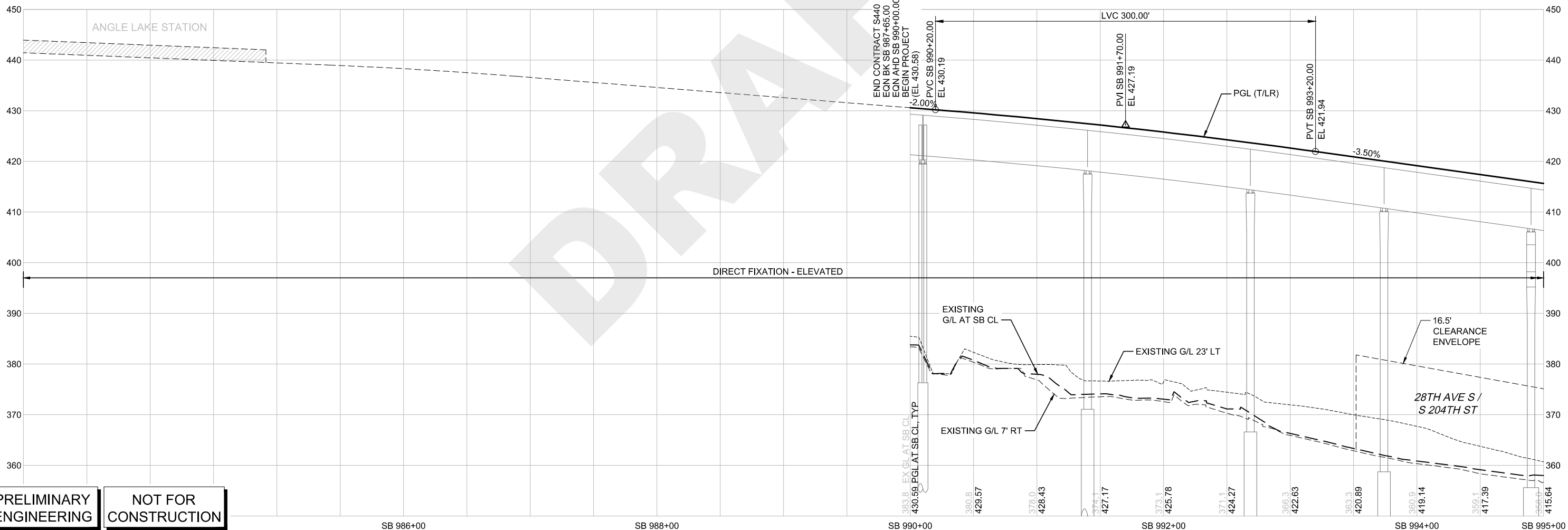
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PLAN AND PROFILES

DRAFT



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L _c	80.55	47.61
L _{S1}	80.00	140.00
L _{S2}	80.00	140.00
E _a	1.50	3.00
E _u	1.75	2.27
V	40 MPH	55 MPH



PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
A. WHALEN

DRAWN BY:
P. ITO

CHECKED BY:

APPROVED BY:

subMITTED BY:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:

DATE:
09/29/2017

SCALE:
H: 1"=40'; V: 1"=10'

FILENAME:
FWEA-L05-KAP101

CONTRACT No.:

DATE:
09/29/17

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 985+00 TO SB STA 995+00

DRAWING No.:
L05-KAP101

FACILITY ID:
L05

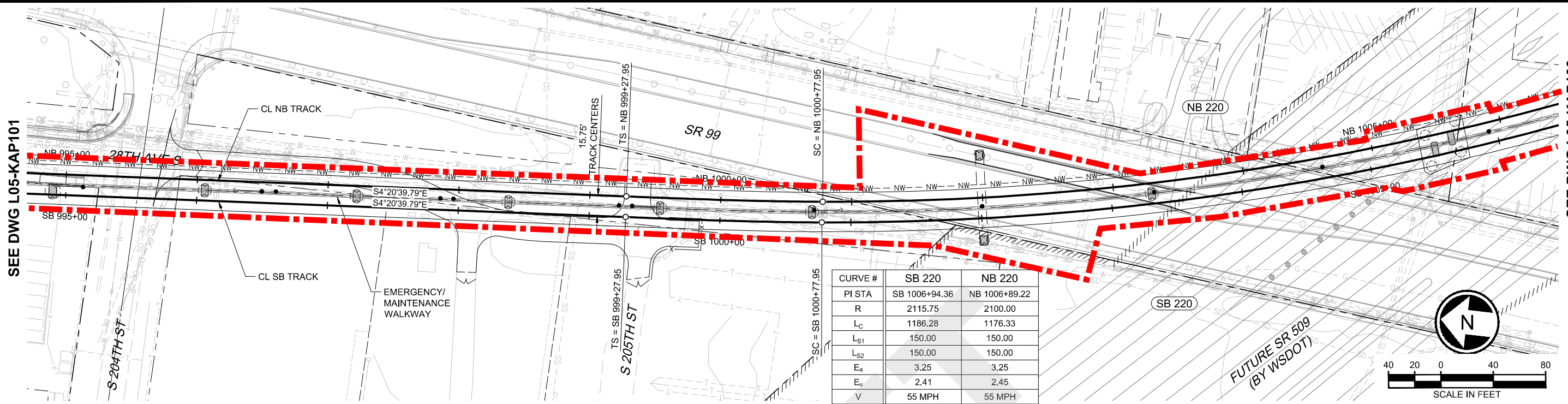
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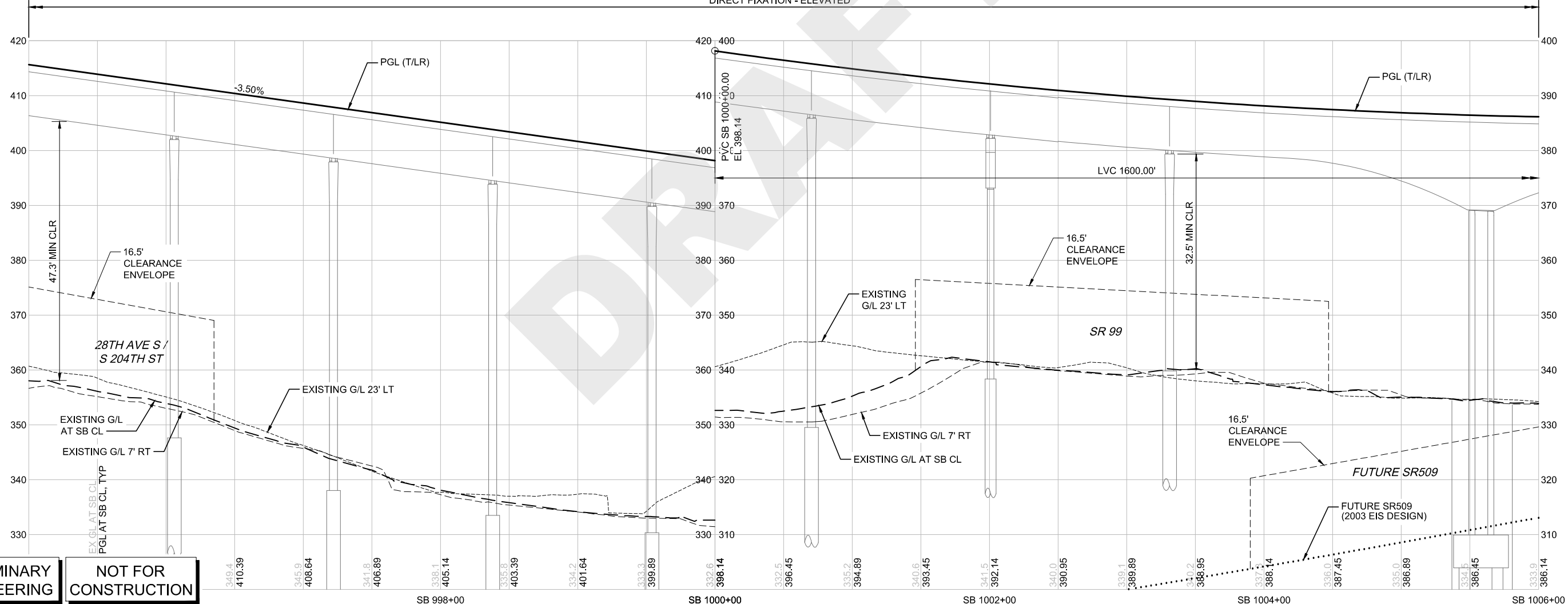
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SEE DWG L05-KAP101

SEE DWG L05-KAP103



DIRECT FIXATION - ELEVATED



PRELIMINARY
ENGINEERING

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CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

DESIGNED BY:
A. WHALEN
DRAWN BY:
P. ITO
CHECKED BY:
APPROVED BY:



paula ITO CADD services, llc

SUBMITTED BY:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:



DATE:
09/29/2017

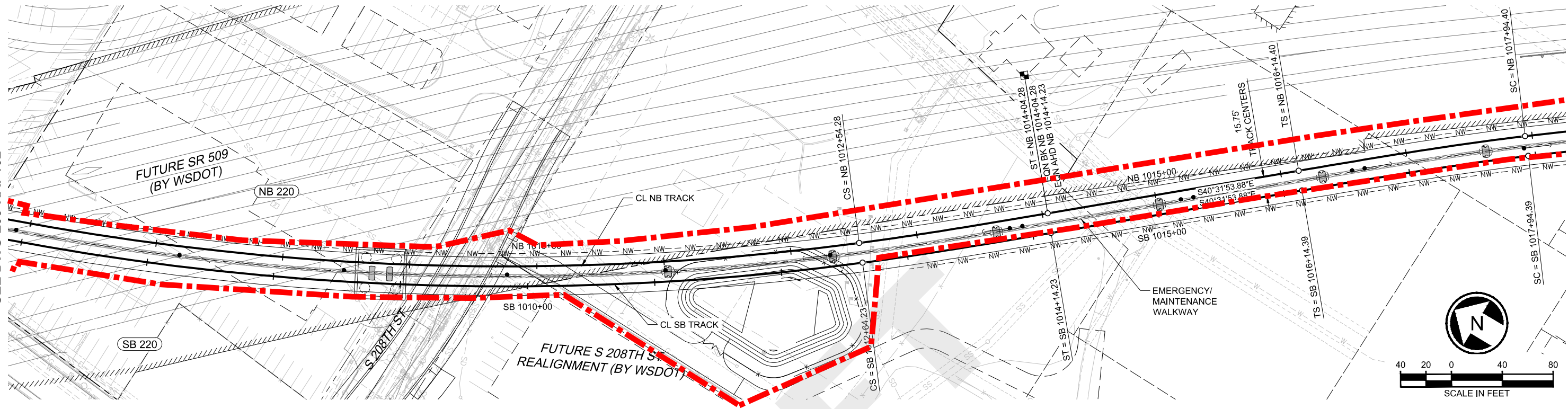
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FWEA-L05-KAP102
CONTRACT No.:

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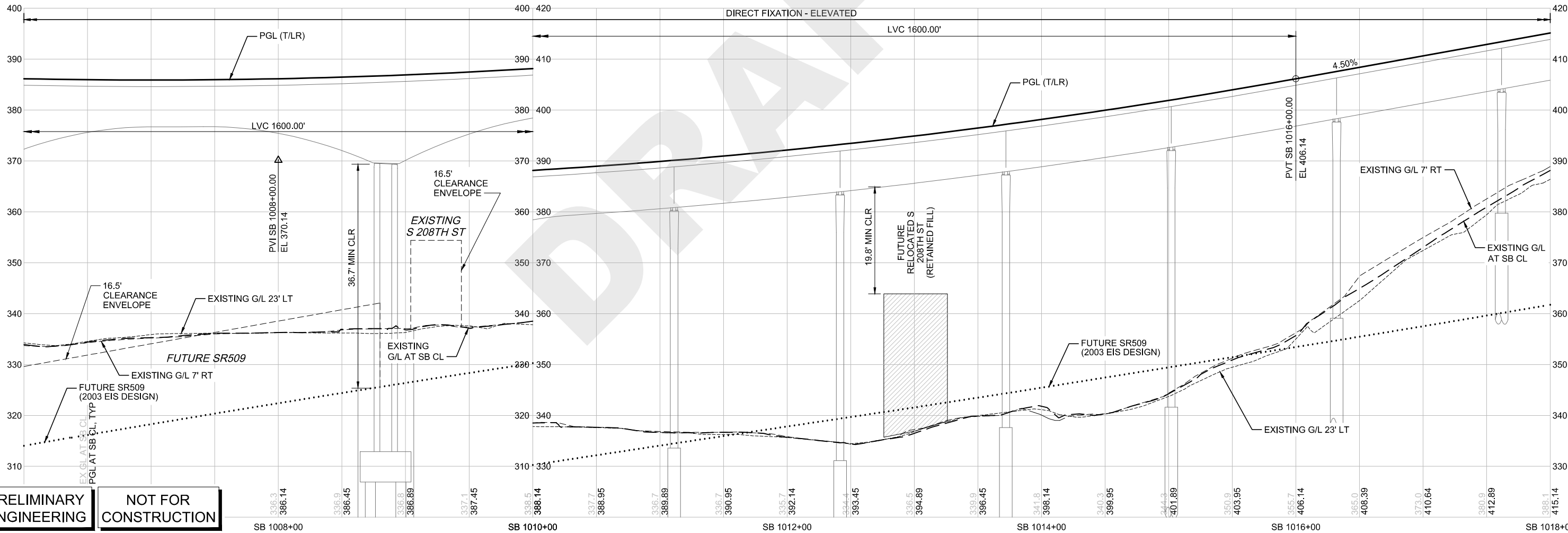
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PLAN AND PROFILE
SB STA 995+00 TO SB STA 1006+00

DRAWING No.:
L05-KAP102
FACILITY ID:
L05
SHEET No.:
187
REV.:

SEE DWG L05-KAP102



SEE DWG L05-KAP104



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CONCEPTUAL DESIGN DRAWINGS

DESIGNED BY:
A. WHALEN
DRAWN BY:
P. ITO
CHECKED BY:
APPROVED BY:



paula ITO CADD services, llc

SUBMITTED BY:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:



DATE:
09/29/2017

SCALE:
H: 1"=40'; V: 1"=10'
FILENAME:
FWEA-L05-KAP103
CONTRACT No.:

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1006+00 TO SB STA 1018+00

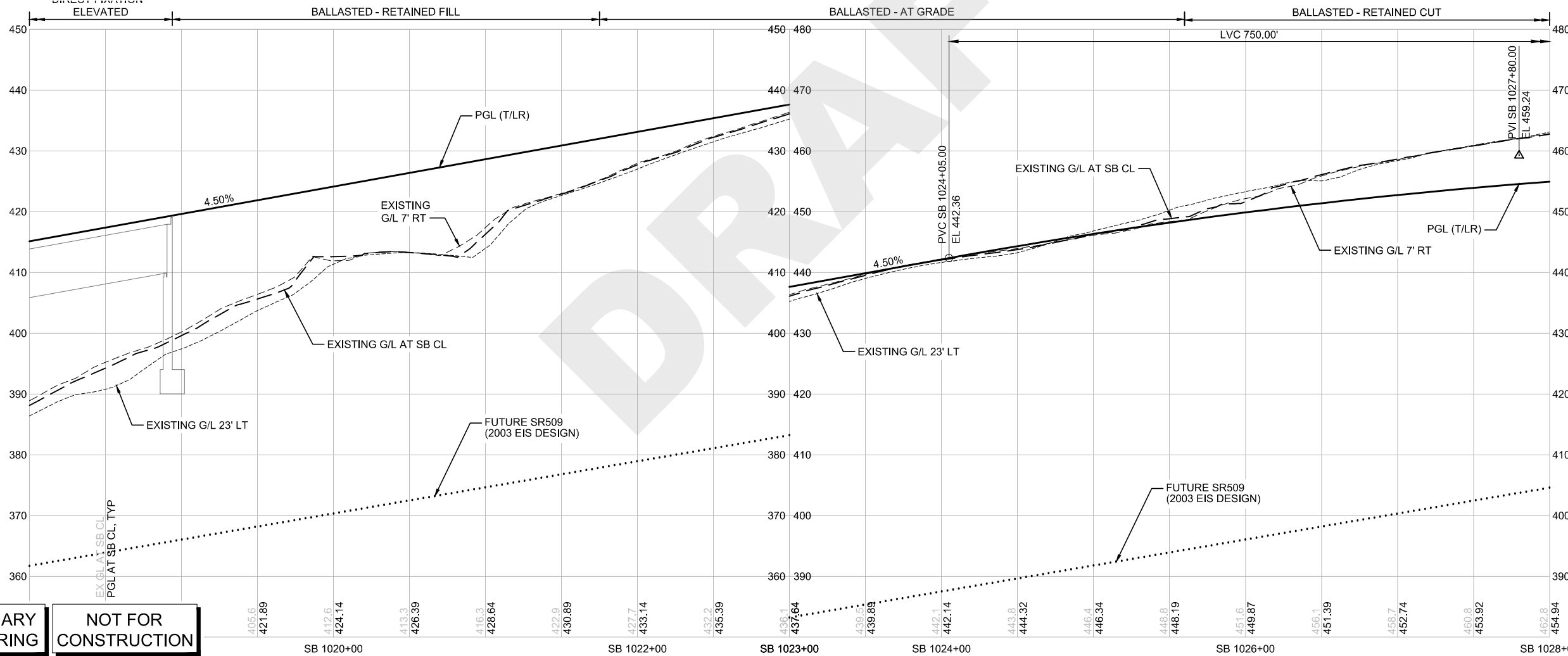
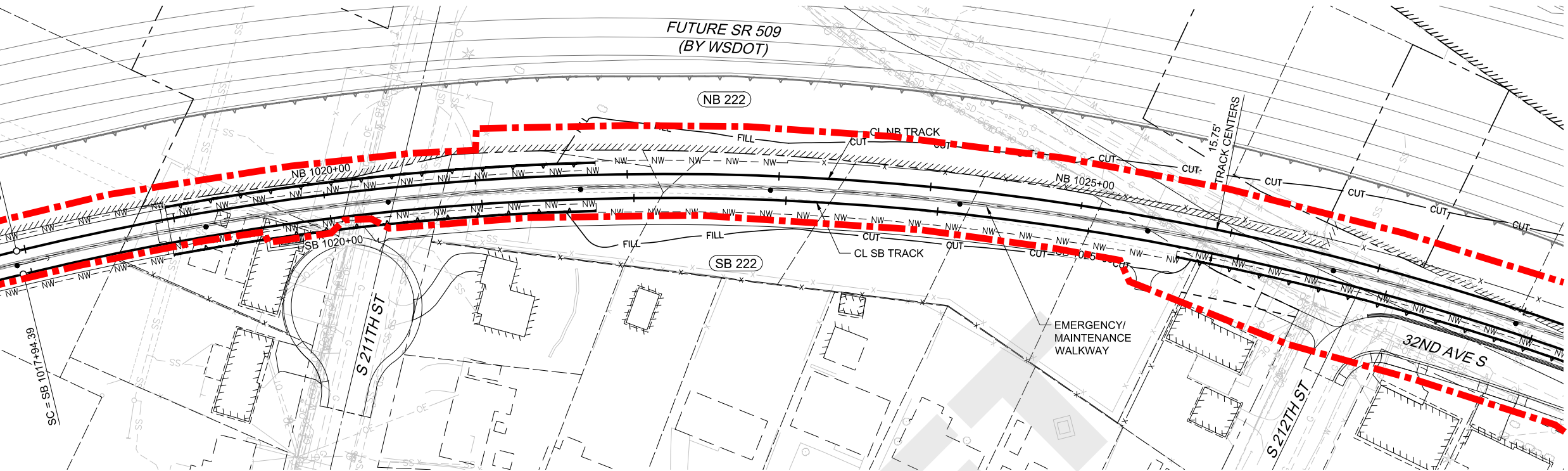
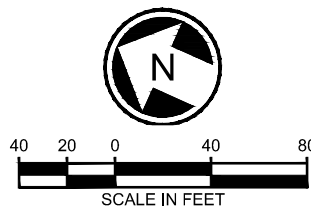
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L05
SHEET No.:
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SEE DWG L05-KAP103

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L _{s1}	180.00	180.00
L _{s2}	180.00	180.00
E _a	3.75	3.75
E _i	2.91	2.85
V	55 MPH	55 MPH

SEE DWG L05-KAP105



PRELIMINARY
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CONSTRUCTION

CONCEPTUAL DESIGN DRAWINGS

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
A. WHALEN
DRAWN BY:
P. ITO
CHECKED BY:

APPROVED BY:



SUBMITTED BY:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:



DATE:
09/29/2017

SCALE:
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FILENAME:
FWEA-L05-KAP104
CONTRACT No.:

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

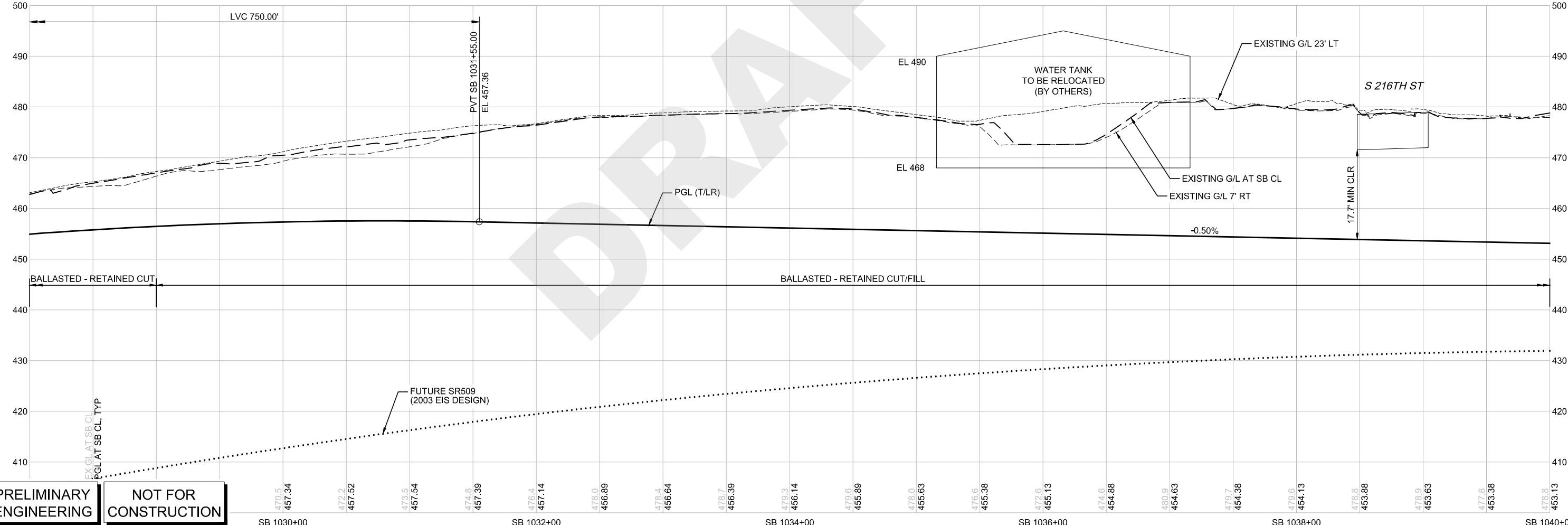
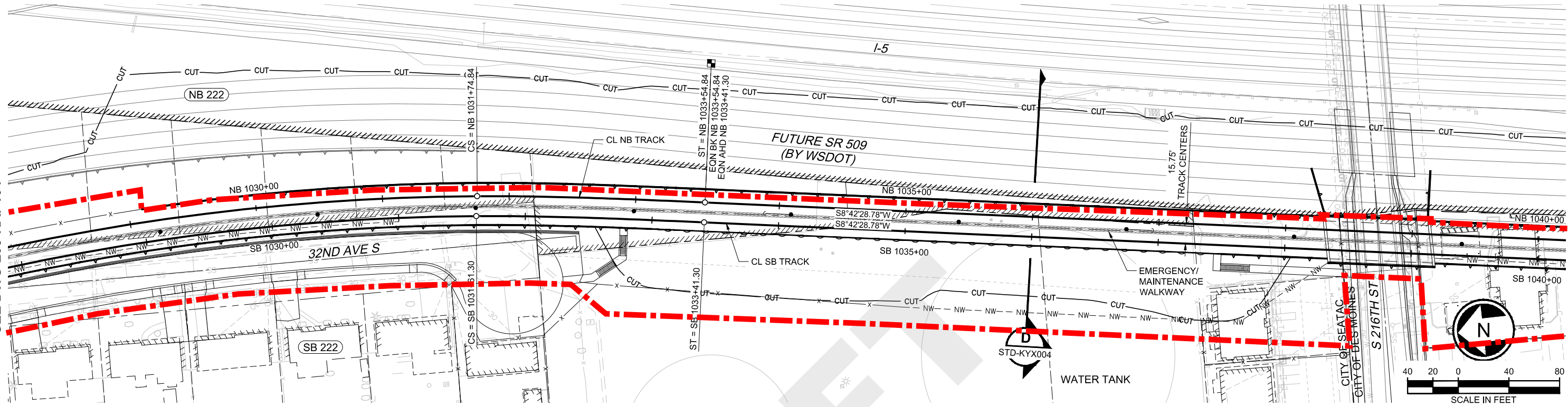
TRACK
PLAN AND PROFILE
SB STA 1018+00 TO SB STA 1028+00

DRAWING No.:
L05-KAP104
FACILITY ID:
L05
SHEET No.:
189
REV:

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C:\PWORKING\SEAID154508\20_FWEA-L05-KAP100.DWG

SEE DWG L05-KAP104

SEE DWG L05-KAP106



PRELIMINARY
ENGINEERING

NOT FOR
CONSTRUCTION

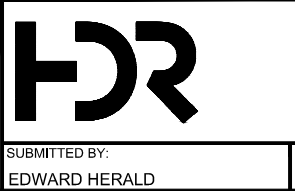
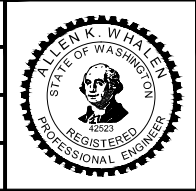
CONCEPTUAL DESIGN DRAWINGS					
No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
A. WHALEN

DRAWN BY:
P. ITO

CHECKED BY:

APPROVED BY:



submitted by:
EDWARD HERALD

DATE:
09/29/2017

REVIEWED BY:

DATE:
09/29/2017



SCALE:
H: 1"=40'; V: 1"=10'

FILENAME:
FWEA-L05-KAP105

CONTRACT No.:

DATE:
09/29/17

FEDERAL WAY LINK EXTENSION
CONTRACT NUMBER

TRACK
PLAN AND PROFILE
SB STA 1028+00 TO SB STA 1040+00

DRAWING No.:
L05-KAP105

FACILITY ID:
L05

SHEET No.:
190

REV:

EXHIBIT D:

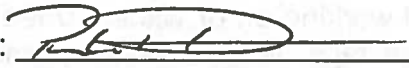
TRACK ACCESS PROCEDURES

DRAFT



Standard Operating Procedure	SOP 6.15	Page 1 of 11
	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

Approved:  Date: 6/5/15
Michael Avery, Manager, KC Metro Rail Section

Approved:  Date: 6-5-15
Paul Denison, Director, Sound Transit Light Rail Operations

Approved:  Date: 6-5-2015
Tom Jones, Operations Superintendent, KC Metro Rail Section

Approved:  Date: 6.5.2015
Marie Olson, Link Transportation Manager, Sound Transit Light Rail

1.0 PURPOSE

To provide the process for managing track access to the Link Light Rail System right of way including the Downtown Seattle Transit Tunnel (DSTT).

2.0 DEFINITIONS

Controller—The designated employee on duty in the Link Control Center (LCC) having authority over the entire Light Rail System, including all rail and bus movement in the DSTT.

Downtown Seattle Transit Tunnel (DSTT)—The tunnel portion of the Link Light Rail System located in the Seattle Central Business District which has joint operations of buses and light rail trains.

Employee In Charge (EIC)—The designated KCM employee, with a current KCM Light Rail EIC training certificate, that is in charge of a work group. The EIC shall be assisted by flaggers when necessary.

KCM – King County Metro

Link Control Center (LCC)—The primary location for controlling, monitoring and dispatching the entire Link Rail System including rail and bus operations in the DSTT. Also used to address the controller in charge of the rail system at any given time.



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TRACK ACCESS PROCEDURES		

Lockout and Tagout (LOTO)-A procedure for safely de-energizing a section of the OCS and/or TPSS to protect personnel working on or within 10 feet of the overhead. It requires the use of locks and tags, voltage testers, placement grounds, cables, strobes, cones, flags and signs.

Overhead Contact System (OCS)-The overhead wires and equipment that distribute electric power from substations to light rail vehicles.

Power and Facilities (P&F)-A work group of King County Metro responsible for trolley bus OCS and facilities maintenance including the DSTT. Power and Facilities authorization is required for any work planned in the DSTT.

Red Tag—A red tag is used to lockout / tagout necessary systems when working within 10 feet of the OCS. A red tag for lock out / tagout may also be required for work on other elements of the system as designated by the KCM Rail Section Manager or designee.

Right Of Way (ROW)—The area that extends 10 feet from the nearest rail and/or property dedicated to light rail operations.

ST – Sound Transit

Track Access – The management, scheduling, and authorization of access to employees and contractors to perform work on, near or adjacent to the right of way or any Sound Transit facilities.

Track Access Coordinator—The individual designated by the KC Rail Manager or designee, responsible for the coordination and management of all work performed on the ROW by non-KCM personnel.

Track Allocation Request/Work Permit Form—A document used by non-KCM personnel to request authorization to perform work on, near, or adjacent to the ROW. Once approved, the Track Allocation Request /Work Permit Form serves as written authorization to allow such work to be performed and restricted such work to specific areas and time periods. Herein referred to as permit requests or work permits once authorized.



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TRACK ACCESS PROCEDURES		

Trackway— The area extending 10 feet from the nearest rail not designated for public use or separated from the rail by a permanent, fixed barrier.

Work Plan – An outline of all tasks or tests associated with work related to permit requests, including but not limited to: Date range of planned work, list of participant names, individual roles and responsibilities, detailed work description, maps, tools/equipment listing, and safety plan.

WP&S – Way, Power, and Signal

VM – Vehicle Maintenance

3.0 REQUIREMENTS

- 3.1 All persons except for KCM Rail Section personnel and KCM Power & Facilities (P&F) personnel must have an approved work permit prior to performing work within the Link ROW.
- 3.2 In order to ensure the safety of personnel and equipment, and the safe movement of trains along the Link alignment and buses in the DSTT, access to the ROW must be planned and approved by the KCM Track Access Coordinator prior to the performance of any work by non-KCM personnel.
- 3.3 All permit requests must include a comprehensive description of planned work. Work plans are required to adequately describe the scope of planned work. Work that is scheduled to last more than one week must have a work plan with each permit request submittal.
- 3.4 If permit requests include work that may either require access to the trackway or impact service, contact the Link Track Access Office at least 15 business days (3 weeks) prior to the desired start of work.
- 3.5 The KCM Track Access Coordinator reserves the right to refer permit requests and/or work plans to the appropriate KCM or ST Subject Matter Expert for technical review as needed.



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	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

- 3.6 Any work planned to occur in the DSTT must be coordinated with both the KCM Track Access Coordinator and the KCM Power and Facilities Department. Work permits must be issued by both offices prior to DSTT work taking place.
- 3.7 The Rail Manager or designee has final authority concerning the issuance of work permits.
- 3.8 Rail Operations reserves the right to cancel authorization to work in the ROW at any time.
- 3.9 In the event of an emergency that requires immediate action to safeguard persons or property, LCC may permit immediate access to the ROW as needed without a permit.
- 3.10 Primary contractors and subcontractors are required to obtain permits for their work. Subcontractors will not be allowed to work under the permit of the primary contractor/permit holder.
- 3.11 If a permit requires support from KCM WP&S, KCM Facilities, KCM Vehicle Maintenance, and/or KCM Operations, coordination in advance is required. For these permits, notification to appropriate support department(s) of intent to use or to cancel the permit is required both 24 hours and 1 hour in advance of the start time. Failure to make these notifications to KCM will result in cancellation of the permit.
- 3.12 Permitted work must adhere to all conditions of the permit including permitted time, location and other restrictions. Performing work not identified on the respective permit will result in an immediate suspension of the work and revocation of the permit.
- 3.13 LCC must be contacted to open the permit before any work begins. LCC must be contacted to close the permit once all work is complete and all workers and equipment are clear of the ROW. Notifications to LCC are required each time before entering or exiting the trackway during the permitted time period. When an EIC has been assigned to a work group,



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	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

the work permit shall be opened and closed by the EIC only. Work permits not requiring an EIC may be opened and closed by the individual designated on the work permit.

3.14 All personnel who perform work within the ROW must have successfully completed the appropriate tier KCM ROW safety training course.

3.15 All persons working in the ROW must have their ROW card in their possession.

3.16 All persons in the ROW, whether Link employees or others, shall immediately follow all orders from the LCC unless it is unsafe to do so.

4.0 PROCEDURES

4.1 To obtain a Track Allocation Request/Work Permit Form, contact the Link Track Access Coordinator at LinkTrackAccess@soundtransit.org.

4.2 The completed permit request must be submitted as a Word document to the Track Access Coordinator no later than Monday at 0800 for the Permit Week beginning the following Monday. The Permit Week begins each Monday morning at 0001 and ends the following Sunday at 2400.

Note: Time sensitive work, as determined by KCM, that was not requested by the deadline may be approved at the discretion of the Track Access Coordinator.

4.3 Work plans shall be submitted with the Track Allocation Request/Work Permit Form.

Note: Work plans involving SCADA systems must be approved by the Sound Transit IT SCADA Engineer and the KCM SCADA Chief prior to submitting a permit request.

4.4 Each Tuesday, the Track Access Coordinator shall meet with KCM Rail Department representatives to review permit requests and any



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	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

associated work plans. Representatives from all Rail shall be given the opportunity to review permit requests and associated work plans. Support requirements, operational constraints and availability are determined at this meeting.

- 4.5 Permit requestor(s) or representatives must attend the Track Access Coordination meeting conducted at 1300 on Wednesdays at the Link Operations and Maintenance Facility (OMF) 3407 Airport Way South, Seattle, WA 98134. At this meeting, permit requestor(s) or representatives will meet with KCM and ST staff. The upcoming week's track access schedule will be reviewed and scheduling conflicts or questions concerning the work will be discussed.

Note: If the permit requestor or assigned representative is not present at the meeting, the requested permit may not be approved at the discretion of the Track Access Coordinator.

- 4.6 Permits are subject to additional requirements as specified by KCM Rail Operations.
- 4.7 The Track Access Coordinator has final signature authority for issuance of all permits.
- 4.8 Following signature approval, a PDF file of the original permit will be sent to the requestor no later than the end of business Friday.
- 4.9 The Track Access Coordinator will produce and distribute a Track Access Report by the end of business on Friday. Report shall include all approved work permits.
- 4.10 Copies of all approved work permits will be placed in the track access log book kept at the LCC.
- 4.11 The permit requestor, after receiving a copy of the completed and approved work permit, may plan the work per the instructions on the approved work permit.



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	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

4.12 A copy of the approved work permit must be in the possession of the work party at the worksite. Failure to produce a valid work permit upon request will result in removal of the work party from the ROW.

4.13 Once issued, the conditions on a work permit will not be revised. If changes to any conditions are needed, such as day, time, worker protections, etc. then the permit must be cancelled and a new permit issued.

5.0 RESPONSIBILITIES

5.1 LCC may grant special authorization to commence emergency work as needed without a work permit.

5.2 Permit Requestors

5.2.1 As required by KCM, permits requestors must have an approved work permit and associated work plan prior to commencement of work.

5.2.2 Permits are required regardless of the scope of work. A copy of the approved work permit must be in the possession of the work party at the worksite. Failure to produce a valid work permit upon request will result in removal of the work party from the ROW.

5.3 Employee in Charge (EIC)

5.3.1 The EIC shall open and close work permits with LCC. The EIC shall only close work permits after confirming that all personnel, equipment and material are clear of the ROW and that all systems have been restored to their normal state.

5.3.2 Conduct a job/safety briefing with the contractor and crew prior to the start of work



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	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

5.3.3 Suspend all work activities if any member of the contractor work crew is found to be in violation of the conditions of the contractor work permit(s) or does not have a valid permit onsite.

5.4 Link Control Center

5.4.1 Facilitate immediate access to the ROW in the event of an emergency.

5.4.2 Authorize access to the Link ROW to those performing routine maintenance if access does not unduly affect the safe, efficient movement of trains or buses.

5.4.3 Inform operators of workers and work parties entering and leaving the trackway.

5.4.4 Coordinate activities with those performing work to ensure minimal impact on train and bus movement as well as automobile and pedestrian traffic.

5.4.5 Coordinate non-routine activities and assist with sectionalization as required.

5.4.6 Suspend work permits if required to ensure the safety of people and/or property, or during major service interruptions where the need to restore service is critical.

5.4.7 Ensure all work activities being performed within the Link ROW are recorded in the Track Access Permit Log. The EIC for each permit, if applicable, should be included on this log.

5.5 Field Supervisors

5.5.1 Monitor and report ROW activity violations or unsafe conditions to LCC.

6.0 APPENDICES



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TRACK ACCESS PROCEDURES		

Appendix1: Track Access Request/Work Permit Form

Appendix2: Track Allocation Work Plan Template

7.0 SUMMARY OF CHANGES

Initial Issue-3/7/08

Revision1-4/3/09

- Changed the signature block and minor text changes in the body of the document.
- Revised Track Access Request/Work Permit Form

Revision2-6/27/13

- Updated Definitions section
- Updated Requirements section
- Updated Procedures section

Revision3-6/26/15

- Updated Definitions section
- Updated Responsibility section
- Updated Procedures section
- Updated Requirements section
- Updated Appendix
- Complete Revision



King County
Department of Transportation
Metro Light Rail Section



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	Date of Issue: June 26, 2015	Revision: 3

TRACK ACCESS PROCEDURES

Appendix1: Track Allocation Request / Work Permit Form

King County
Department of Transportation
Metro Transit Rail Operations

TRACK ALLOCATION REQUEST/ WORK PERMIT FORM

LCC (206) 205-8177 Permit # **P15-02**

Company Name: _____		Main Office Phone: _____	
Work Crew Leader's Name: _____		After Hours Phone: _____	
Number of Work Sites: _____	Number of Employees: _____	On Site Phone #: _____	
Type of Work to be Performed: _____			
Equipment to be Used: _____			
Exact Location of Work: _____		NORTH <input type="checkbox"/>	SOUTH <input type="checkbox"/>
At _____	Between: _____	And: _____	
Start Date: _____	Time: _____	End Date: _____	Time: _____

PROTECTION REQUIRED

De-Energize TPSS	Lockout Tags	Work Zone	KCM Link Staff on Site
Energize TPSS			
De-Energize OCS	Lockout Locks	Flagger's Required	24 hrs and 1 hr advance notice for support
Energize OCS			
Signals Lockout	Track Switching	LRV Operations	
Gates Lockout			

Special Requirements:

Date	Time

CONTRACTOR AGREEMENT

I will notify the LCC by radio or the number at the top of this permit prior to entering the ROW, any time I leave/re-enter the work area, the scope of the work changes, and upon completion of the work. All workers must carry **Red ROW Card** at all times. **Failure** to do so **WILL** result in cancellation of this permit by the LCC or KC Metro Light Rail Operations Personnel. I have read and understand the rules and requirements detailed in this permit and will abide by them. This Permit may be revoked at any time for violation of rules & requirements or as deemed necessary for the safety of personnel and equipment.

Contractor's Rep. (and contact number): _____	Date: _____
---	-------------

KCM LINK AUTHORIZATION

Facilities Dept: Ian Bennett 206 290-1784 call; 206-903-7492 cell ; ian.bennett2@soundtransit.org Mike Erickson 206 255-7349 call Michael.Erickson@soundtransit.org	Traction Power Dept: Meida Hickman 206-423-3677 call 206-903-7720 meida.hickman@soundtransit.org Pam Smith-Graham, 206 295-5822 call Pamela.Smith-Graham@soundtransit.org	Restricted Access Office: Approved <input type="checkbox"/> Denied <input type="checkbox"/>
ICADA/Signal Control Dept: John Humphrey 206-255-7786 call, 206 903 7718 cell ; john.humphrey@soundtransit.org	Track Dept: Mike Larson 206-255-0482 call 206-903-7723 mike.larson@soundtransit.org	

KCM LINK Representative: Tam Swett 206 903-7670 cell ; tam.swett@soundtransit.org Kathy Morgan 206 903-7892 cell ; kathy.morgan@soundtransit.org	Date: _____
---	-------------

IMPORTANT
 Permit must be available for review and on the work site at all times.

Distribution: Original Track Access Coordinator, PDF Copy to Contractor, PDF Copy to LCC. Revision date: 2/17/15



Standard Operating Procedure	SOP 6.15	Page 11 of 11
	Date of Issue: June 26, 2015	Revision: 3
TRACK ACCESS PROCEDURES		

Appendix2: Work Plan Template

EXAMPLE TRACK ALLOCATION WORK PLAN

Please note: This document is an example only and does not constitute the only type of acceptable work plan. This document outlines the types of information needed to assess risk to the system and determine support requirements. Submitter assumes all liability for accuracy and completeness of work plans.

Date:

SUBMITTED BY (name and contact information):

APPROVING AUTHORITY FOR THIS WORK (Sound Transit Project Manager or other Approving Authority – name and contact information):

Description of Work:

Proposed Work Start Date:

Duration of Project: (If a multiple week project, what progress point are you working in:- Give info by Week, example: week 1 of 4, etc.)

Schematics & Drawings Attached (Y/N):

Employees on site: (Give names of all employees on site)

ROW Training Complete: (Y/N, indicate for each employee):

LIST OF EQUIPMENT:

Materials:

Vehicles:

Staging locations:

SUPPORT REQUIRED:

Department:

EIC:

Support only:

Other:

SAFETY PLAN:

Safety Requirements:

PPE:

RESOLUTION NO. 19-006

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 12th day of March, 2019 and signed in authentication thereof on this 12th day of March, 2019.


CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

RESOLUTION NO. 19-007

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the City Manager to execute an agreement with the Washington State Department of Transportation for the exchange of real property and declaring certain real property surplus to the needs of the City.

WHEREAS, the City owns real property that was acquired in part for use in the City's Connecting 28th/24th Avenue construction project that is no longer needed; 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 committed to make a local contribution of \$4.0 million towards the SR-509 Completion Project through an Interlocal Agreement; and

WHEREAS, the City and WSDOT have agreed that the City will make its initial \$2.0 million contribution through the exchange of surplus City property; and

WHEREAS, the City Council held a public hearing on December 11, 2018;

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

1. The City Manager is authorized to execute an Agreement to Transfer Property with the Washington State Department of Transportation, in substantially similar form as attached hereto as Exhibit A. The City Manager is also authorized to execute any additional documents necessary to carry out the terms of this agreement.
2. The City Council hereby declares the City-owned real property depicted in Exhibit D, and further identified in Exhibit E of the Agreement to Transfer Property, surplus to the needs of the City.

PASSED this 9th day of April, 2019 and signed in
authentication thereof on this 9th day of April, 2019.

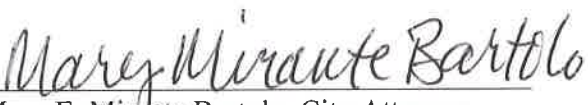
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[WSDOT Land Exchange]

GCB 2928
AGREEMENT TO TRANSFER REAL PROPERTY
BETWEEN WSDOT AND THE CITY OF SEATAC

This INTERLOCAL AGREEMENT (Agreement) is entered into between the City of SeaTac (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the “Parties” and individually referred to as the “Party.”

RECITALS

1. In July 2015, the Washington State Legislature funded the Puget Sound Gateway Program (PROGRAM) through the Connecting Washington revenue package. The PROGRAM is comprised of two projects: the State Route (SR) 167 Completion Project and the SR 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.
2. Funding for the PROGRAM will come from the state of Washington gasoline tax, tolls, local contributions, and potential federal and state grants. Total funding for the PROGRAM is \$1.875 billion, which includes local contributions of \$130 million. The PROGRAM has been funded over a 16-year timeline, with major construction for a first stage occurring from 2019 through 2025, and a second stage occurring from 2026 through 2030. Local contributions will be needed to construct both the stage one and the stage two projects and will come from Local Agency Partners.
3. In 2017 the Washington State Legislature enacted Engrossed Senate Bill 5096 § 306(20) (b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT to fund the \$130 million from Local Agency Partners for the PROGRAM that was included in the 2015 Connecting Washington transportation revenue package. The legislation allows the Local Agency Partners to contribute local funding by combining local monetary and in-kind contributions, including but not limited to land donations.

In June 2018, WSDOT and Local Agency Partners signed a MOU (Exhibit A) that summarized WSDOT and the Local Partner Agencies’ future commitments and planned timing of those commitments to contribute to the SR 167 Completion Project and SR 509 Completion Project.
4. Contribution funding will be through the Interlocal Agreement for the Construction of the Puget Sound Gateway Program GCB 3068 (GCB 3068) (Exhibit B). The agreement GCB 3068, between WSDOT and the CITY, was executed on November 27, 2018.
5. The SeaTac / WSDOT Commitment Letter Dated April 13, 2018 (Exhibit C), outlines the CITY’s participation in the SR 509 Completion Project of local contributions

through a grant application and through the provision of real estate owned by the CITY in the vicinity of 26th / 24th Avenue South as shown on SeaTac & WSDOT Land Exchange Property Map (Exhibit D), that is needed by WSDOT to construct the SR 509 Completion Project. The real property to be acquired from the CITY is currently designated as both CITY right-of-way and non-right-of-way.

6. The City has interests in acquiring property from WSDOT as part of the proposed property exchange; therefore, the Parties have established a Land Exchange Ledger (Exhibit E) to track any and all exchange value pertaining to the property transactions contemplated between the CITY and WSDOT.
7. WSDOT and the CITY will enter into a cooperative agreement to maintain and operate storm water facilities located within the WSDOT limited access right-of-way and the CITY right-of-way substantially in the form set forth in the WSDOT and City of SeaTac Cooperative Agreement (Exhibit F).
8. The Parties need to complete the acquisitions identified in this Agreement before project construction can commence on SR 509.

NOW THEREFORE, pursuant to RCW 47.28.140 and RCW 47.52.090, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits A, B, C, D, E, and F which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The CITY agrees to convey by quitclaim deed to WSDOT the real property located in the vicinity of 26th / 24th Avenue South where it crosses the SR 509 route as shown in Exhibit D, promptly upon execution of this agreement.
2. WSDOT agrees to convey by quitclaim deed to the CITY the real property located in the vicinity of 26th / 24th Avenue South and in the vicinity of S. 188th Street, as shown in Exhibit D, promptly upon execution of this agreement.
3. The CITY agrees to enter into a Maintenance Agreement substantially in the form set forth in (Exhibit F) regarding storm water facility maintenance responsibilities as part of the acceptance of the WSDOT property depicted in Exhibit D.
4. The Parties agree that any funds exchanged between WSDOT and the CITY as part of this Agreement will be dependent on the appraised value of the CITY's properties going to WSDOT and on the appraised value of the WSDOT properties going to the CITY minus the CITY's local contribution commitment for Stage 1 of Phase I of the SR 509 Completion Project of Two Million Dollars (\$2,000,000), as described in GCB 3068. The Parties further agree to an equitable and timely distribution of funds and properties to satisfy the terms of GCB 3068.
5. The CITY understands and agrees that for any of the state-owned lands to be conveyed under this Agreement, WSDOT shall retain ownership of all rights of access, light, view

and air between the state-owned lands conveyed and SR 509. The CITY further understands and agrees that the CITY, its successors and/or assigns, shall not have any rights of ingress or egress (to, from and between) the state-owned lands conveyed and SR 509. The CITY further understands and agrees that the CITY and its successors and/or assigns shall not be entitled to any damages for the loss of access, light, view or air in connection with any construction, reconstruction, operation or maintenance of SR 509. This term shall be contained in all conveyance documents to the CITY.

6. Each Party fully releases and discharges the other from and against any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses, and liabilities, of any kind or nature, existing, claimed to exist, or which can hereafter ever arise out of or result from or in connection with any past, current, or future act, error, or omission relating to the CITY's and WSDOT's actions or inactions.
7. Any property conveyed to the CITY or to WSDOT under this Agreement shall be conveyed by quitclaim deed to the CITY or to WSDOT on an "as is" "where is" and "with all faults" basis. Each Party hereby waives and relinquishes all rights and privileges arising out of, or with respect to, any representations, warranties or covenants, whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by the other Party or its representatives, except for those representations, warranties and covenants set forth in this Agreement.

Except to the extent of any representations or warranties set forth elsewhere in this Agreement, each Party has not relied upon and will not rely upon, and the other Party expressly disclaims, any representations or warranties with respect to, and shall have no liability for: (i) the condition of the property or any buildings, structures or improvements located thereon or the suitability thereof for habitation, occupancy or for the intended use of the Parties or for any use whatsoever; (ii) any applicable building, zoning or fire laws or regulations or with respect to compliance therewith or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (iii) the availability or existence of any water, sewer or utilities, any rights thereto, or any water, sewer or utility districts; (iv) access to any public or private sanitary sewer system; (v) the fact that all or a portion of the property may be located on or near an earthquake fault line; or (vi) the presence of any hazardous substances in any improvements on the property, including without limitation asbestos or formaldehyde, or the presence of any environmentally hazardous wastes or materials on or under the property. Without limiting the generality of the foregoing, except to the extent of any representations or warranties set forth elsewhere in this Agreement, each Party shall have no liability to the other Party with respect to the condition of the property under common law, or any federal, state, or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act (MTCA), RCW 70.1050. Each Party hereby releases and waives any and all claims which the Party has or may have against the other Party under any of the foregoing laws or with respect to the condition of the property, except to the extent of any claims the Party may have arising from any express representations, warranties or

covenants of the other Party under this Agreement. Each Party acknowledges to the other Party that it has been given the opportunity under this Agreement to fully inspect the property and each Party assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection, subject to the exception of rights expressly set forth above.

8. Once fully executed, this Agreement binds the Parties until all terms and conditions are met and until each Party has conveyed the property it has agreed to convey. The entire Agreement between the Parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all previous representations, negotiations, understandings, or agreements, written and oral, with respect to properties described in Exhibit D. No modification, termination or amendment of this Agreement may be made except by written agreement signed by those authorized to bind the Parties subsequent to the date of this Agreement, unless otherwise provided herein.
9. No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Either Party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of the other Party hereto.
10. Each of the provisions of this Agreement has been reviewed and negotiated, and represent the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
11. This Agreement and the right of the Parties hereto shall be governed by and construed in accordance with the laws of the state of Washington and the Parties agree that in any such action, venue shall lie exclusively in King County Superior Court, Maleng Regional Justice Center. In the event of any controversy, claim, or dispute arising out of this Agreement, each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorneys' fees and costs.
12. No Party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By (print):

By (print):

Signature:
Joseph Scorcio
City Manager

Signature:
Craig Stone
Gateway Program Administrator

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By (print):

By (print):

Signature:
City of SeaTac Attorney

Signature:
Assistant Attorney General

Date:

Date:



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 28, 2018

The Honorable Steve Hobbs
Chair
Senate Transportation Committee
P.O. Box 40444
Olympia, WA 98504-0444

The Honorable Judy Clibborn
Chair
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

The Honorable Curtis King
Ranking Member
Senate Transportation Committee
P.O. Box 40414
Olympia, WA 98504-0414

The Honorable Mark Harmsworth
Ranking Member
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

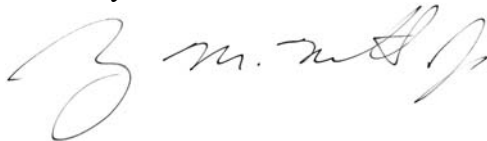
In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called "Local Nexus Projects." The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the [Puget Sound Gateway Program](#), please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Millar", written in a cursive style.

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

Puget Sound Gateway Program SR 167 and SR 509 Completion Projects

Local Funding and Phasing Memorandum of Understanding

1. Participating Parties

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- | | | |
|-------------------|-----------------------|--------------------|
| • Port of Seattle | • City of Burien | • City of Milton |
| • Port of Tacoma | • City of Des Moines | • City of Pacific |
| • King County | • City of Edgewood | • City of Puyallup |
| • Pierce County | • City of Federal Way | • City of SeaTac |
| • City of Algona | • City of Fife | • City of Sumner |
| • City of Auburn | • City of Kent | • City of Tacoma |

2. Background and Purpose of MOU

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local agency partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Total	\$70 million	\$60 million	\$130 million

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 th South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 th /24 th Avenue South	54 th Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 th Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

5. Benefit Assessment Methodology

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 th Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
Total Stage 1			\$54,900,000			\$38,100,000	\$93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 th Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
Total Stage 2			\$14,000,000			\$35,000,000	\$49,000,000
Total Stages 1 & 2			\$68,900,000			\$73,100,000	\$142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict

between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

7.2. Dispute Resolution

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

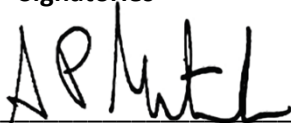
7.3 Conditions for Termination of Participation

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

8. Period of Agreement.

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

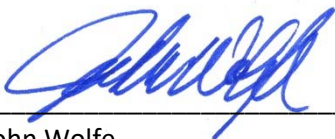
9. Signatories



Stephen P. Metruck
Executive Director
Port of Seattle

6/21/18

Date



John Wolfe
Chief Executive Officer
Port of Tacoma

5/30/18

Date



Dow Constantine
County Executive
King County

6/22/18

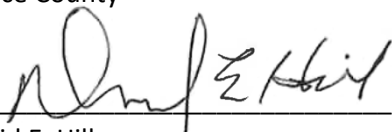
Date



Bruce Dammeier
County Executive
Pierce County

5/30/18

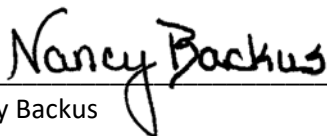
Date



David E. Hill
Mayor
City of Algona

6/25/18

Date



Nancy Backus
Mayor
City of Auburn

6/11/18

Date



Brian Wilson
City Manager
City of Burien

6/17/18

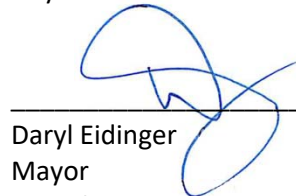
Date



Michael Matthias
City Manager
City of Des Moines

6/26/18

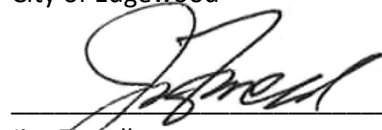
Date



Daryl Eidinger
Mayor
City of Edgewood

6/13/18

Date



Jim Ferrell
Mayor
City of Federal Way

6/20/18

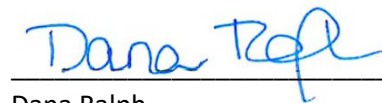
Date



Pat Hulcey
Councilmember
City of Fife

6/20/18

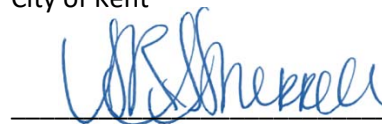
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Dana Ralph
Mayor
City of Kent

6/26/18

Date



Shanna Styron-Sherrell
Mayor
City of Milton

6/21/18

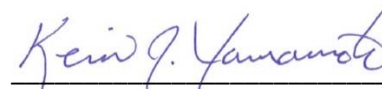
Date



Leanne Guier
Mayor
City of Pacific

6/21/18

Date



Kevin Yamamoto
City Manager
City of Puyallup

6/12/18

Date

*Appas Form:
Malythyn and Baroto, Seatac*

Joseph Scorcio
City Manager
City of SeaTac

6/28/18

Date

William L. Pugh

William L. Pugh
Mayor
City of Sumner

6/8/18

Date

Elizabeth A. Pauli

Elizabeth A. Pauli
City Manager
City of Tacoma

6/27/18

Date

Roger Millar

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

6/27/18

Date

GCB 3068

Interlocal Agreement for the Construction of the Puget Sound Gateway Program

This INTERLOCAL AGREEMENT (Agreement) is entered into between the City of SeaTac (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the “Parties” and individually referred to as the “Party.”

WHEREAS, pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM); and

WHEREAS, in 2015 the Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package; and

WHEREAS, in funding the PROGRAM, the Legislature directed that \$130 million of the \$1.875 billion is to come through local funding sources; and

WHEREAS, the north segment of the State Route 509 Completion Project (PROJECT) is part of the PROGRAM and is largely within the CITY. It includes 188th South Ramps, SeaTac Access with Ramps to 28th/24th Avenue South, Veterans Drive Extension and Lake to Sound Trail as called out on page 5 of Attachment B; and

WHEREAS, since 2007, in recognition of the local and regional benefits that it will bring to the Puget Sound region, the CITY has been a strong proponent and has taken an active role in completing the PROJECT; and

WHEREAS, in 2013 the SeaTac City Council passed Resolution 13-007 (Attachment A) expressing its strong support for a transportation investment package inclusive of funding for the PROJECT; and

WHEREAS, the PROJECT now includes a full folded diamond interchange at South 188th Street as shown on the Attachment C (these ramp improvements referred to as 188th South Ramps in the Attachment B) and a SeaTac Access half interchange with two lanes in each directions and ramps at 28th/24th Avenue South, both within the CITY; and

WHEREAS, The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Attachment B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level; and

WHEREAS, the CITY is willing to contribute both matching funds and real estate towards the required local contribution;

NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, and the Attachments A, B and C which are attached hereto and by this reference made a part,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1. This Agreement quantifies the CITY's local contribution commitment to be applied towards the construction of the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties for delivery of the PROJECT.

2. WSDOT RESPONSIBILITIES

- 2.1. WSDOT shall design and construct the PROJECT to be consistent with the Proposed Design Alternative as specified in Attachment C, subject to any deviations made in accordance with Section 2.3 below.
- 2.2. WSDOT shall manage implementation of the PROJECT to minimize the duration of construction while maintaining the full scope of the Proposed Design Alternative specified in Attachment C.
- 2.3. WSDOT shall coordinate and seek concurrence from Local Agency Partners on any significant deviations from the Proposed Design Alternative contemplated during implementation of the PROJECT as specified in Attachment C.

3. FUNDING AND PAYMENT RESPONSIBILITIES

- 3.1. In consideration of the faithful performance of this Agreement, the CITY agrees to contribute local agency matching funds or property to the PROJECT component of the PROGRAM having a value not to exceed Four Million Dollars (\$4,000,000) according to the following schedule:

PROJECT STAGE 1: The CITY shall transfer to the State of Washington real estate and/or cash valued in an amount not to exceed Two Million Dollars (\$2,000,000) to be applied towards the SeaTac Access Local Nexus Project as identified in the MOU dated July 1, 2018 and the commitment letter from the CITY to WSDOT dated April 13, 2018. WSDOT shall be responsible for all costs associated with the real estate appraisal and transfer process, which is expected to be completed in 2018.

PROJECT STAGE 2: Following the receipt by the CITY of Construction Sales Tax from the PROJECT in an amount of Two Million Dollars (\$2,000,000) and upon WSDOT's request, funds in an amount not to exceed Two Million Dollars (\$2,000,000) will be contributed to the PROJECT by the CITY; Said funds shall only be applied towards the construction of the South 188th Street Interchange, referred to as 188th South Ramps Project in the MOU dated July 1, 2018, and as

described and depicted in the Proposed Design Alternative in Attachment C (full folded diamond interchange), unless otherwise approved by the SeaTac City Council.

- 3.2. The CITY shall not be obligated to contribute local agency matching funds in real estate and/or cash in excess of Four Million Dollars (\$4,000,000) for the PROJECT. If WSDOT requests additional funds from the CITY in the future, a written amendment to this Agreement authorizing a contribution increase must be mutually agreed upon, and subject to SeaTac City Council approval.

4. DESIGNATED REPRESENTATIVES

- 4.1. Project related communications between the Parties, including, but not limited to, invoicing and administration for this Agreement will be between the Designated Representatives of each Party, as follows:

4.1.1. For SEATAC:

William Appleton
Public Works Director
4800 South 188th Street
SeaTac, WA 98188
(206) 973-4741
Wappleton@ci.seatac.wa.us

4.1.2. For WSDOT:

Craig Stone
Program Administrator
999 Third Avenue, Suite 2200
Seattle, WA 98104
(206) 805-2961
StoneC@wsdot.wa.gov

5. TERM

- 5.1. This Agreement is effective as of the last date of execution and will terminate upon either the CITY's fulfillment of its local match commitment of Four Million Dollars (\$4,000,000), upon cancelation of the PROJECT, or upon completion of the PROJECT whichever comes first. This Agreement may also be terminated pursuant to Section 6, TERMINATION.

6. TERMINATION

- 6.1 Neither WSDOT nor the CITY may terminate this Agreement without the written concurrence of the other Party.
- 6.1.1. If this Agreement is terminated by the CITY prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the

PROJECT up to the date of termination, as well as the costs of non-cancelable obligations.

6.1.2. If this Agreement is terminated by WSDOT prior to the fulfillment of the terms stated herein, WSDOT will be responsible for the actual direct and related indirect expenses and costs it has incurred for the PROJECT up to the date of termination, as well as the costs of non-cancelable obligations.

6.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. AMENDMENT

7.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

9. DISPUTES

9.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for their own costs and fees.

10. VENUE

10.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court, Maleng Regional Justice Center. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

GWEN PILO
By (print): Joseph Scorcio

CRAIG STONE
By (print):

Gwen Pilos
Signature:
City Manager ACTING

Craig Stone
Signature:
Gateway Program Administrator

11/8/18
Date:

11/27/18
Date:

APPROVED AS TO FORM:

Mark S. Johnsen
City of SeaTac Legal Department

MARK S. JOHNSEN
By (print):

11/7/2018
Date:

APPROVED AS TO FORM:

L. Scott Lockwood
Assistant Attorney General

L. Scott Lockwood
By: L. Scott Lockwood

10/30/2018
Date:



April 13, 2018

4800 South 188th Street
SeaTac, WA 98188-8605

City Hall: 206.973.4800
Fax: 206.973.4809
TDD: 206.973.4808

Mr. Craig Stone, P.E.
WSDOT Program Administrator – Gateway Program
401 2nd Ave South, Suite 300
Seattle, WA 98104

RE: Grant Application – SeaTac Access Project (Ramps at 24th/28th Corridor)

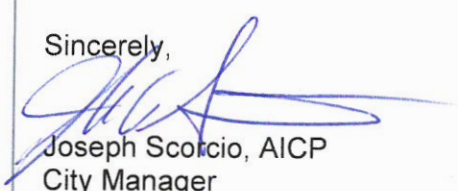
Dear Mr. Stone,

The City of SeaTac acknowledges that it is a local project stakeholder in the Puget Sound Gateway - State Route 509 completion project (SR 509) and that the SR 509 project has a Legislative-imposed local match of \$60 million. The City recognizes both the local and regional benefits the SR 509 project will bring to the Puget Sound and affirms its commitment to reasonably participate along with state, regional and local funding partner agencies to meet the local match requirement and see the project successfully constructed. Since the funding partner agencies have not yet reached the Local Contribution Agreement that is due to the Legislature by July 1, 2018, the City of SeaTac cannot indicate what will be our final allocation.

However, the current grant application for the SeaTac Access Project needs to be submitted at this time, prior to the final contribution agreement. As it is in the best interests of all the funding partner agencies to secure this grant, this letter confirms the City of SeaTac's commitment to provide local match for this grant application through the provision of real estate owned by the City that is needed by WSDOT for the construction of the SR 509 project. The City's real estate has an estimated current value of \$2 Million. The final value will be determined prior to the transfer to WSDOT. The City will not be asked, nor will it provide other funds or in-kind contributions to this grant application nor to the SeaTac Access Project.

The City's commitment to the final Local Contribution Agreement will include the full value of this land transfer. Other City of SeaTac commitments, if any, will be negotiated and included in the final Local Contribution Agreement.

Sincerely,


Joseph Scorcio, AICP
City Manager
City of SeaTac

Cc: Will Appleton, Public Works Director
SeaTac City Councilmembers

Mayor
Michael J. Siefkes

Deputy Mayor
Erin Sitterley

Councilmembers
Rick Forschler
Joel Wachtel
Peter Kwon
Pam Fernald
Clyde Hill

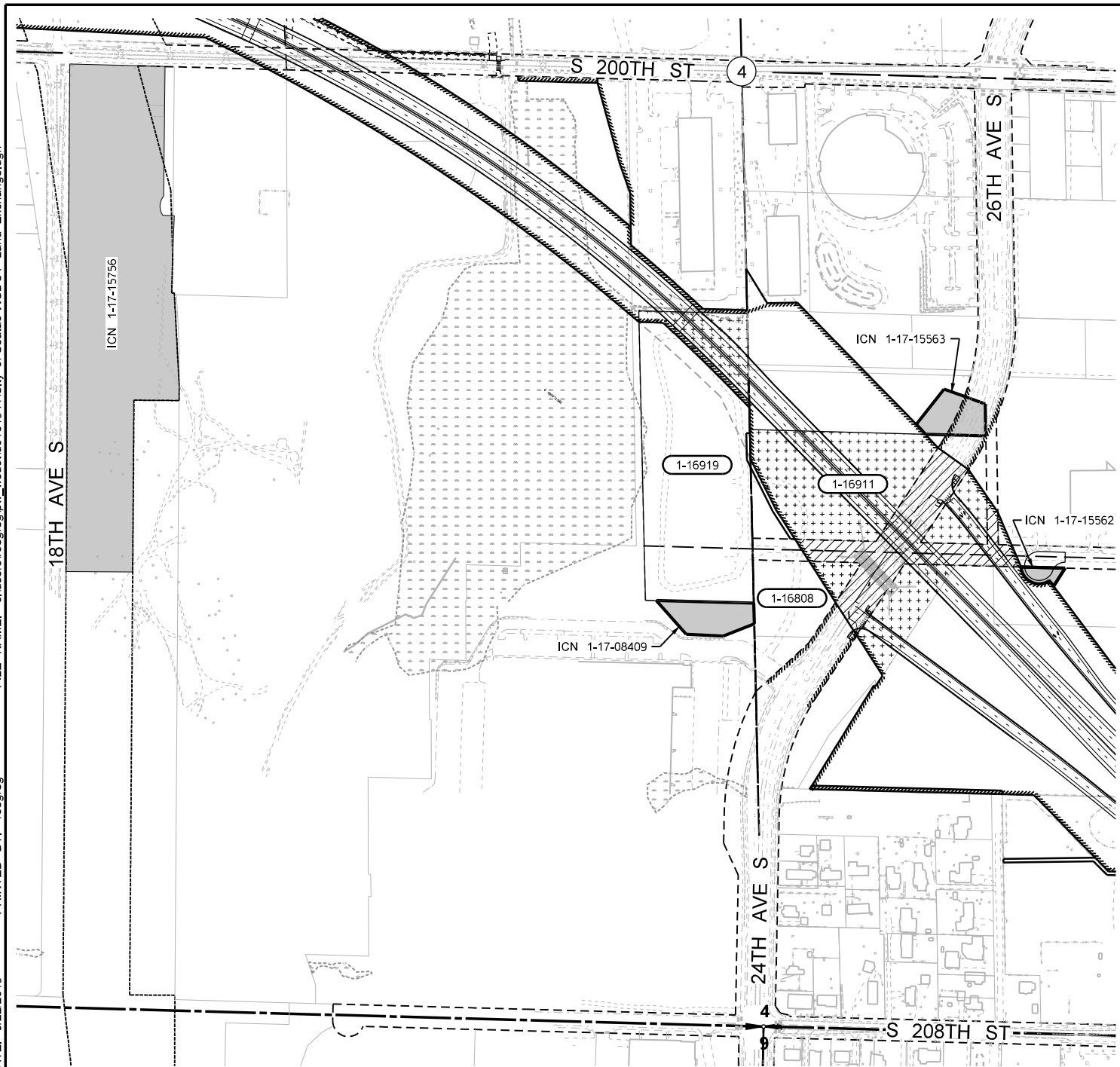
City Manager
Joseph Scorcio

City Attorney
Mary Mirante Bartolo

City Clerk
Kristina Gregg

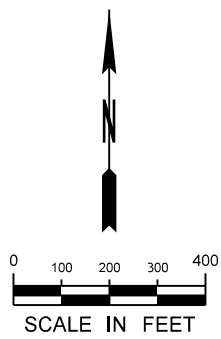
GCB 2928 Exhibit C

The Hospitality City



LEGEND

- STREET R/W LIMIT AT OUTSIDE EDGE OF SIDEWALK
- WSDOT OWNED PROPERTY TO BE CONVEYED TO CITY
- ++++ CITY OWNED PROPERTY TO BE CONVEYED TO WSDOT
- //// CITY STREET R/W BEING RELINQUISHED TO WSDOT
- ===== NEW WSDOT R/W



CITY OF SEATAC / WSDOT
EXHIBIT D

AGREEMENT GCB 2928
CITY OF SEATAC / WSDOT LAND EXCHANGE - SR509 COMPLETION PROJECT
EXHIBIT E

						Calculated
KC PIN	WSDOT ROW #	CURRENT STATUS	AREA (sf)	APPRAISED VALUE	INTENDED USE	OWNER/ GRANTOR
3445000140	1-17-15562	Surplus Property	4336	\$ 77,200.00	204th Street	WSDOT
3445000108	1-17-15563	Surplus Property	17814	\$ 320,600.00	26th Avenue	WSDOT
6663000015	1-17-08409	Surplus Property	19589	\$ 345,000.00	Stormwater Treatment Pond	WSDOT
N/A	1-17-15756	Surplus ROW **	72809	\$ 764,500.00	City Park Expansion	WSDOT
WSDOT Sub Total A			114,548	\$ 1,507,300.00		
422049284	1-16919	City Property	35453	\$ 531,815.00	SR 509	City of SeaTac
		City Property	842	\$ 3,158.00	Sewer Easement	City of SeaTac
		City Property	89684	\$ 148,640.00	Temporary Construction Easement	City of SeaTac
3445000110	1-16911	City Property	141873	\$ 2,128,125.00	SR 509	City of SeaTac
N/A		City Street R/W	36478	N/A	SR 509	City of SeaTac
3445000110		City Property	2403	\$ 9,011.00	Sewer Easement	City of SeaTac
		City Property	12044	\$ 19,966.00	Temporary Construction Easement	City of SeaTac
3445000144	1-16808	City Property	44438	\$ 666,585.00	SR 509	City of SeaTac
N/A		City Street R/W	25183	N/A	SR 509	City of SeaTac
City of SeaTac Property Sub Total B			225,009	\$ 3,507,300.00		
City of SeaTac Street R/W Total			61,661	RCW 47.24		
City of SeaTac Gateway Program Local Contribution (LC)				\$ 2,000,000.00		

**** Up to 8 acres available. Conveyance shown is adjusted for net-zero exchange. (Total A + LC value match Total B) Final surplus acreage will be determined by City of SeaTac funding available.**

GMB 1141

This Agreement is made and entered into between the City of SeaTac, hereinafter the “CITY,” and the Washington State Department of Transportation, hereinafter “WSDOT,” each of which is referred to herein individually as the “Party” and collectively as the “Parties.”

RECITALS

1. The CITY designed, constructed, and operates permanent stormwater treatment facilities that include a biofiltration swale and outfall pipe, hereinafter “CITY Constructed Stormwater Treatment Facilities,” adjacent to and within WSDOT limited access right of way, the approximate location of which is noted as “Stormwater Treatment Area” in Exhibit A.
2. The CITY Constructed Stormwater Treatment Facilities, which are detailed in Exhibit B, treat stormwater from the CITY and stormwater from WSDOT right of way.
3. Pursuant to RCW 47.24, WSDOT is responsible for the maintenance and operation of stormwater facilities located within WSDOT limited access right of way and the CITY is responsible for the maintenance and operation of stormwater facilities located within CITY right of way.
4. It would be to the mutual benefit of the Parties for the CITY to perform the operation and maintenance of the CITY Constructed Stormwater Treatment Facilities located on WSDOT right of way as set forth in this Agreement and to establish in writing each Party’s responsibilities.

NOW THEREFORE, by virtue of RCW 47.28.140, the above recitals are incorporated herein as fully set forth below, in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, and C which are incorporated and made a part hereof;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The CITY shall make no modifications to or perform work on the CITY Constructed Stormwater Treatment Facilities located within WSDOT right of way, except as provided in Section 2 below, without the prior consent of WSDOT.
- 1.2 WSDOT will not be responsible for any mitigation or damages that may arise from the maintenance and operation of the CITY Constructed Stormwater

Treatment Facilities located within WSDOT right of way identified in this Agreement.

- 1.3 The CITY shall maintain the functionality of the CITY Constructed Stormwater Treatment Facilities located within the WSDOT right of way.

2. CITY RESPONSIBILITIES

- 2.1 The CITY will perform routine maintenance and operation of the CITY Constructed Stormwater Treatment Facilities in accordance with the latest maintenance requirements of the CITY.
- 2.2 The CITY will perform emergency maintenance and operation of the CITY Constructed Stormwater Treatment Facilities.
- 2.3 The CITY will repair or replace the CITY Constructed Stormwater Treatment Facilities.
- 2.4 The CITY will repair or replace the CITY Constructed Stormwater Treatment Facilities that are damaged due to accidents, vandalism, adverse weather or unanticipated forces or actions.
- 2.5 The CITY will implement and maintain any necessary traffic control in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) while performing maintenance, repairs, modifications or other work by consent on the CITY Constructed Stormwater Treatment Facilities.
- 2.6 The CITY will ensure the CITY Constructed Stormwater Treatment Facilities is clear of debris resulting from CITY work activities.

3. RIGHT OF ENTRY

- 3.1 WSDOT grants the CITY access to WSDOT right of way for the purpose of conducting the operation, maintenance, repair, and/or replacement of the CITY Constructed Stormwater Treatment Facilities as described in this Agreement.

4. PAYMENT AND COST

- 4.1 The CITY will be financially responsible for all work it is required to perform under this Agreement.

5. PARTY REPRESENTATIVES

- 5.1 For all communications under this Agreement the Parties designate the following representatives:

City of SeaTac	Washington State Department of Transportation
Florendo Cabudol City Engineer Public Works - Engineering City of SeaTac 4800 South 188 th Street SeaTac, WA 98188 (206) 973-4740 fcabudol@ci.seatac.wa.us	Mike Golden Superintendent of Area 4 Maintenance Washington State Department of Transportation 26620 68th Avenue South Kent, WA 98032 (253) 372-3901 GoldenM@wsdot.wa.gov

- 5.2 A Party may designate an alternative representative to the individual listed in section 5.1 and in this event will notify the other Party in writing.

6. OTHER PROVISIONS

- 6.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 6.2 Term and Termination. The term of this Agreement shall begin as of the date this Agreement is fully executed. The term of this Agreement shall end upon 90 days written notification for any of the following occurrences: 1) the decommission and removal by the CITY of the CITY Constructed Stormwater Treatment Facilities, after the function of the CITY Constructed Stormwater Treatment Facilities has been replaced, 2) the transfer of the responsibility to maintain and operate the CITY Constructed Stormwater Treatment Facilities to a new owner of the property consistent with Quit Claim Deed, 3) the mutual agreement of the Parties to terminate this Agreement.
- 6.3 Notices. All notices under this Agreement will be sent to the Party's Representative unless a different representative for notices is identified in writing. All notices will be deemed to be given when personally delivered, three days after deposit in the United States Mail, postage prepaid, or when delivered marked registered or certified mail, return receipt requested, and addressed to the Party's Representative.
- 6.4 Cooperation. The Parties agree to cooperate to the extent reasonably required to effectuate the purposes of this Agreement, including without limitation by negotiating, executing, and delivering any and all documents or instruments, and

taking any and all actions that may be necessary or appropriate to give full force and effect to the terms and conditions of this Agreement.

6.5 Indemnity

6.5.1 Each of the Parties shall defend, indemnify and hold the other Party and its assigns harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (collectively, "Claims") suffered or incurred by reason of or resulting from each of the Party's negligent acts or omissions during the ownership, maintenance, repair, replacement or other work (including in connection with the right of entry contemplated in Section 3 of this Agreement).

6.5.2 If the Claims are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) City, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions contained herein shall be valid and enforceable only to the extent of the negligence of each Party's agents or employees.

6.5.3 Each of the Parties agrees that its obligation under subparagraph 6.2 extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW.

6.6 Disputes, Venue, and Costs. Venue for any disputes pertaining to this Agreement shall be Thurston County, Washington. Each Party shall bear the costs of their own costs and attorney's fees.

6.7 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of SeaTac	Washington State Department of Transportation
By:	By:
Printed:	Printed: Dave McCormick
Title:	Title: Assistant Regional Administrator Maintenance Operations Northwest Region
Date:	Date:
Approved as to Form City of SeaTac	Approved as to Form Washington State Department of Transportation
By:	By:
Printed:	Printed: Mark Schumock
Title:	Title: Assistant Attorney General
Date:	Date:

NO.	DATE	BY	APP.	REVISION

DAVID EVANS
and ASSOCIATES, INC.
 1700 International Blvd., Suite 200, Dallas, TX 75201
 Phone: (214) 750-0000

CITY OF SEATTLE
Public Works Department
 Bruce Roberts, P.E., Director
 Telephone: (206) 341-4945

PROJECT: S. 188TH STREET / MILITARY ROAD S.
IMPROVEMENTS
DRAINAGE STRUCTURE DETAILS

DATE: 6/10/02
INT. #: 000-000

CALL 48 HOURS BEFORE YOU DIG
 1-800-4-A-DAVE
 (206) 467-3333
 1-800-4-A-DAVE

SHEET NO. 18
OF 40

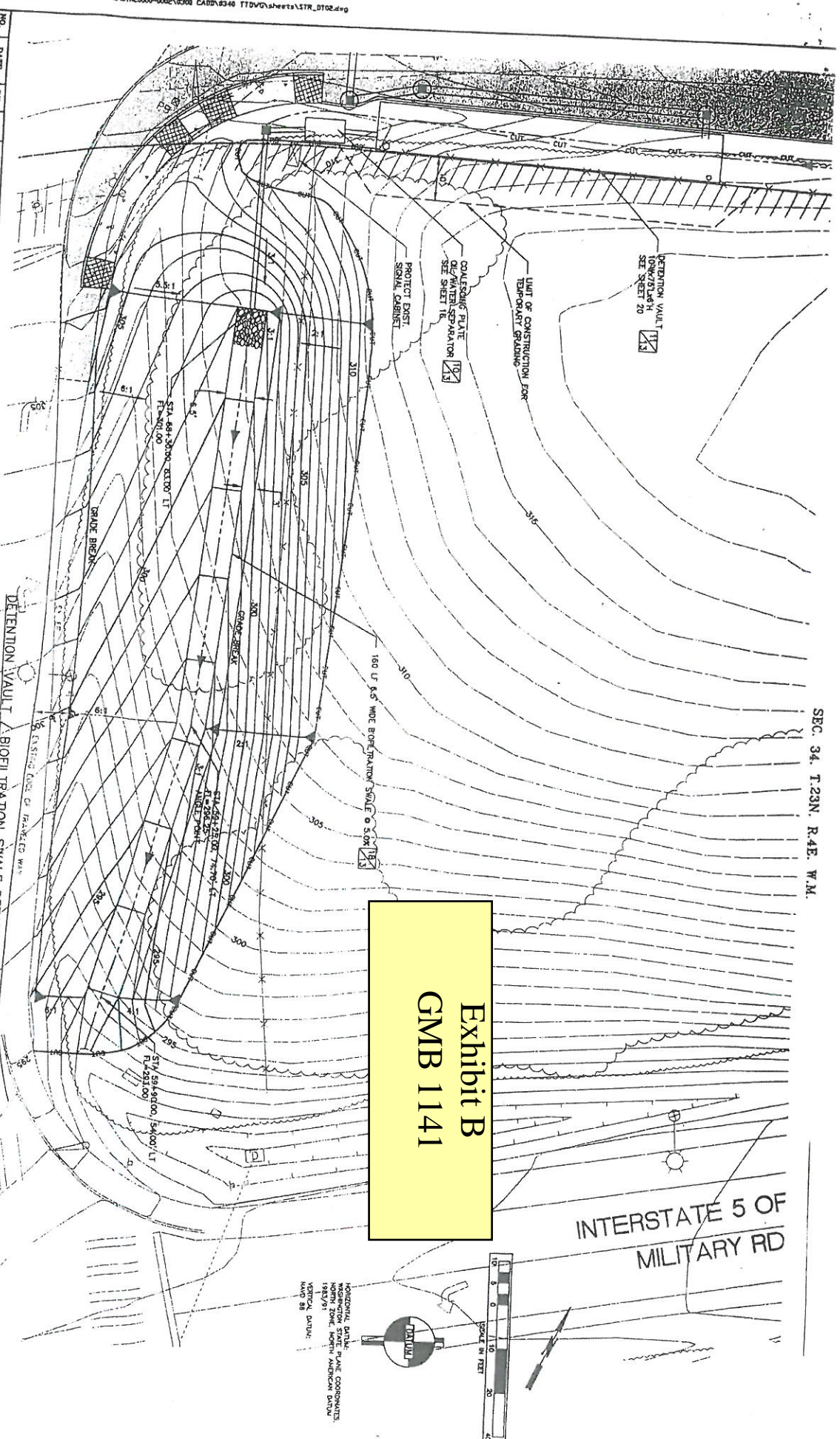


Exhibit B
GMB 1141

SEC. 34. T.23N. R.4E. W.M.

INTERSTATE 5 OF
MILITARY RD

RESOLUTION NO. 19-008

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Six-Year Transportation Improvement Program for the years 2020-2025.

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 updated 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 2020-2025, 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 25th day of June, 2019 and signed in authentication thereof this

25th day of June, 2019.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Six-Year TIP 2020-2025]



Project No.
and

2020- 2025 Transportation Improvement Program

D - DESIGN
S - STUDY

R/W - RIGHT OF WAY
C - CONSTRUCTION

Priority	Project Title and Description		Total SeaTac Project Cost	2020	2021	2022	2023	2024	2025	Comp Plan TE	Council/PSRC
ST-N#	Sidewalk Program	Citywide	\$11,250,000		\$2,250,000	\$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 selected streets. Projects			See TIP projects ST-015 & ST-N81	D = \$250,000 C = \$2,000,000	D = \$250,000 C = \$2,000,000	D = \$250,000 C = \$2,000,000	D = \$250,000 C = \$2,000,000	D = \$250,000 C = \$2,000,000		
ST-886	Annual Street Overlays & Preservation Program	Citywide	\$5,520,000	\$920,000	\$920,000	\$920,000	\$920,000	\$920,000	\$920,000	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	\$0							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	\$300,000	\$50,000	\$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	\$1,050,000	\$100,000	\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	Goal 4.1, 4.2, Policy 4.1A, 4.2T	PSRC MPP-G-1, T-1, 3, 14
5	Implement Intelligent Transportation Systems Program to improve signal coordination and management, transit signal priority, roadway monitoring and response, ITS device management, and data collection. System could include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, or a satellite traffic management center.			C	C	C	C	C	C		
ST-162	International Blvd Safety Improvements	Throughout Corridor	\$350,000	\$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.			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	\$1,980,000	\$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							
ST-065	Des Moines Memorial Dr & S 200th St	Intersection	\$3,000,000	\$3,000,000						Goal 4.1, 4.2, Policy 4.1A, 4.2R	PSRC MPP-G-1, T-1, 9, 14, 26



Project No.
and

2020- 2025 Transportation Improvement Program

D - DESIGN

R/W - RIGHT OF WAY

S - STUDY

C - CONSTRUCTION

Priority	Project Title and Description		Total SeaTac Project Cost	2020	2021	2022	2023	2024	2025	Comp Plan TE	Council/PSRC
8	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.			C = \$3,000,000							
ST-015	34th Ave S	S 160th St to S 166th St	\$6,100,000	\$5,100,000	\$1,000,000					Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J,	Council Goal 1
9	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, shared bicycle facilities, and sidewalks. Install traffic calming measures. Underground utility lines.			D/C (\$1,932,000 SRTS Grant)	C						
ST-N80	South 200 th Street Pedestrian and Bicycle Shared Pathway Project	Sidewalk/Pedestrian	\$1,618,000	\$1,618,000							
10	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.			C (\$970,800 Ped/Bike Safety Grant)							
STUDY	S 200th St Corridor Study	International Blvd to Military Rd S	\$125,000	\$125,000							
11	Study to determine best use of S 200th St corridor based on current and future demand. This study is connected to PW Project ST-161 (See Transportation Master Plan)			S							
STUDY	Military Rd/S 164th St/42nd Ave S Intersection Study	Intersection	\$125,000	\$125,000							
12	Study to determine best configuration for the intersection of Military Rd S/S 164th St/42nd Ave S based on current and future demand. This intersection is part of PW Projects ST-116 and .			S							
ST-126	S 152nd St Improvements	30th Ave S to Military Rd	\$5,675,000		\$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
13	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-165	S 150th St & Military Rd	Intersection	\$20,000	20,000						Goal 4.1, Policy 4.1A, 4.1B	Council Goal 1 PSRC MPP-G-1, T-1, 3, 5, 9, 14, 23, 24
14	Install all-way stop-control at intersection.			D/C							
ST/WSDOT	Federal Way Link Extension/SR509/International Blvd Crossing	Crossing mid block between S 204th St and S 208th St	\$0								
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.			\$12,000,000 C (Estimate; ST/WSDOT)	\$12,000,000 C (Estimate; ST/WSDOT)						



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

2020- 2025 Transportation Improvement Program

Project No.
and

Priority	Project Title and Description		Total SeaTac Project Cost	2020	2021	2022	2023	2024	2025	Comp Plan TE	Council/PSRC
MP-043.1	SR 509 Extension Phase 1	Des Moines Memorial Dr S to I-5	\$0								
16	Construct new, full access control freeway, with tolls, to connect the existing SR 509 freeway terminus with 28th/24th Ave S and I-5. Phase 1 includes one lane each way, with truck climbing lanes, between S 188th St and 28th/24th Ave S. Two lanes each way are planned between 28th/24th Ave S and I-5.			\$480,000,000 C (Estimate; ST/WSDOT)	\$487,000,000 C (Estimate; ST/WSDOT)						
WSDOT	S 204th St/34th Ave S/S 208th St/S 206th St Connector Road		\$0								
17	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.					\$9,000,000 C (Estimate;WSDOT)	\$9,000,000 C (Estimate:WSDOT)				
ST-849	Lake to Sound Trail	Des Moines Memorial Dr from S 188th St/S Normandy Park Rd to 8th Ave S	\$0							Goal 4.1, 4.4, 4.9, Policy 4.1A, 4.4A, 4.4B, 4.4D, 4.4E, 4.4G, 4.9B	Council Goal 1 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 23, 24
18	This portion of the multi-jurisdictional Lake to Sound Trail projects is located in Burien. A bicycle/pedestrian trail would be extended south of SR 509 along Des Moines Memorial Dr to 8th Ave S. The improvements are being designed by King County. The Lake to Sound Trail would provided a trail connection from Lake Washington to Puget Sound.			\$2,000,000 C (Estimate;WSDOT)							
ST-166	24th Ave S & S 208th St	Intersection	\$300,000	\$300,000						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 \$300,000)							
ST-044	S 198th St	International Blvd to 28th Ave S	\$920,000					\$210,000	\$710,000	Goal 4.1, 4.4, Policy 4.1A, 4.2P, 4.4A, 4.4E	PSRC MPP-G-1, T-1, 14, 26
20	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		
ST-157	32nd Ave S Improvements	S 152nd St to S 154th St	\$2,440,000				\$650,000	\$895,000	\$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
21	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	D = \$150,000 C = \$745,000		
ST-016	34th Ave S, Phase 2	S 166th St to S 176th St	\$11,526,000				\$1,326,000	\$10,200,000		Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.2R, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1 PSRC MPP-G-1, T-1, 4, 14, 15, 16, 23, 24, 26
22	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, shared bicycle facilities, and sidewalks. Install traffic calming measures. Underground utility lines.						D = \$1,020,000 R/W = \$306,000	C			



D - DESIGN
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C - CONSTRUCTION

2020- 2025 Transportation Improvement Program

Project No.
and

Priority	Project Title and Description		Total SeaTac Project Cost	2020	2021	2022	2023	2024	2025	Comp Plan TE	Council/PSRC
ST-164	S 154th St	32nd Ave S and SR 518 Westbound Off Ramp	\$910,000				\$910,000			Goal 4.1, 4.2 Policy 4.1A, 4.2H	Council Goal 4 PSRC MPP-G-1, T-1, 9, 14, 21, 26
23	Install traffic signal at new 32nd Ave S intersection. This is consistent with the S 154th St Station Area Plan.		\$0				D/C				
ST-116	Military Rd & S 160th St	International Blvd to S 166th St	\$14,870,000				\$787,000	\$1,443,500	\$12,639,500	Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.1B, 4.2J, 4.2P, 4.2R, 4.4A, 4.4C, 4.4D, 4.4E, 4.4G, 4.4H	Council Goal 1 PSRC MPP-G-1, T-1, 14, 15, 16, 23, 24, 26
24	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane, and underground overhead utilities. Reconfigure the section between 24th Ave S and Military Rd from four lanes to three lanes with a two way left turn lane, bicycle lanes, and a sidewalk on the north side.						D	D = \$700,000 ROW = \$743,500	C		
ST-N39	42nd Ave S	S 160th St to Military Rd					\$141,720	\$1,275,484		Goal 4.1, 4.4, Policy 4.1A, 4.4A, 4.4C, 4.4D, 4.4E, 4.4G, 4.4H	Council Goal 1 MPP-G-1, T-1, 14, 15, 16, 23, 24
25	Construct new separated bikeway and improved pedestrian facility.						D				
		Total Costs	\$69,496,204	\$13,688,000	\$6,932,500	\$6,532,500	\$7,234,720	\$17,443,984	\$17,664,500		

Comprehensive Plan Transportation Element Goal		http://www.seatacwa.gov/home/showdocument?id=21325
	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	Continue to plan for and implement a multi-modal transportation system that supports the safe, efficient and reliable movement of people, vehicles, and goods while balancing transportation needs with other community values.
	4.1b	Develop a multi-modal transportation system that preserves and protects natural resources, reduces adverse impacts on the environment, and complies with federal, state, regional, and local policies.



Project No.
and

Priority

2020- 2025 Transportation Improvement Program

D - DESIGN
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Project Title and Description	Total SeaTac Project Cost	2020	2021	2022	2023	2024	2025	Comp Plan TE	Council/PSRC
	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.								
4.2									
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	Align classification of streets and arterials to reflect their desired functional use. The functional classification 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	Establish appropriate transportation design standards for arterials, and local streets based on balancing the 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, pedestrians, and bicycles for each classification. Amenities should enhance the mobility options by providing an improved environment for all users.								
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 quality of the transportation system for all modes								
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	Promote safe pedestrian movement as a basic means of transportation and assure adequate pedestrian facilities, amenities and connections are provided for in conjunction with other transportation facilities and developments.								
4.4b	Coordinate with King County and other agencies to advance construction of the Lake to Sound Trail.								
4.4c	Work to design and construct arterials to include safe and attractive pedestrian facilities (including crossings) on both sides of the street.								
4.4d	Serve the City's residential areas with transit and a well-connected network of sidewalks and bicycle paths.								
4.4e	Prioritize safety and pedestrian capacity improvements on streets that provide access to schools, parks, transit facilities, public facilities, and within the Urban Center.								
4.4g	Develop and implement a network of bicycle facilities providing for safe, interconnected travel within the City 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.								
4.8	Establish and maintain a consistent, sustainable, adequate, and equitable funding program to maintain, operate and improve the City's transportation system in a timely manner to support implementation of the City's Comprehensive Plan.								
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.								



Project No.
and

Priority

2020- 2025 Transportation Improvement Program

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

Project Title and Description	Total SeaTac Project Cost	2020	2021	2022	2023	2024	2025	Comp Plan TE	Council/PSRC
City Goals http://www.seatacwa.gov/home/showdocument?id=12893									
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								
Accountability	Improve Public Safety								
Revenue and Development	Steward the City's financial resources and promote economic development to ensure sustainability and future growth.								

RESOLUTION NO. 19-009

A RESOLUTION of the City Council of the City of SeaTac,
Washington establishing the 2019 Final Docket of Comprehensive Plan
amendments.

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

WHEREAS, pursuant to City of SeaTac 2019 Comprehensive Plan Amendment Procedures, as authorized by Resolution 97-001, Comprehensive Plan amendment cycles will be considered during odd-numbered years; and

WHEREAS, pursuant to City of SeaTac 2019 Comprehensive Plan Amendment Procedures, as authorized by Resolution 97-0001, proposals may be submitted by individuals, property owners, neighboring jurisdictions, Councils, Boards, Commissions or City staff; and

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

- M-1) WSDOT/Poulsbo RV Comprehensive Plan Map Amendment & Concurrent Rezone
- M-2) Bow Lake Mobile Home Park Comprehensive Plan Map Amendment & Concurrent Rezone; and

WHEREAS, the Community and Economic Development Department, the Parks, Community Programs and Services Department and Public Works Department have proposed the following City-initiated amendments:

- M-6) Establishing Land Use Designation & Zoning for Unused SR-509 right-of-way
- M-7) Updating Informational Maps in the Comprehensive Plan
- T-1) Amending Transportation Concurrency Policies
- T-2) Updating Capital Facilities Plan
- T-3) Updating Parks, Recreation & Open Space (PROS) Plan
- T-4) City Center Sub-Area Plan Update: Phase 1 Preliminary Design Framework; and

WHEREAS, the Planning and Economic Development Committee (PED) requested consideration of the following potential amendments:

- M-3) Military Road S – North End Comprehensive Plan Map Amendment & Concurrent Rezone
- M-4) Military Road S – South End Comprehensive Plan Map Amendment & Concurrent Rezone
- M-5) Maywood Area Comprehensive Plan Map Amendment & Concurrent Rezone; and

WHEREAS, on May 23, 2019, the Planning and Economic Development Committee (PED) withdrew these proposals; and

WHEREAS, on May 28, 2019, the City Council reinstated proposal M-3) Military Road S – North End Comprehensive Plan Map Amendment & Concurrent Rezone with a reduced study area; and

WHEREAS, the Planning Commission reviewed the proposed amendments and listened to public comment at open public meetings on February 19, 2019, March 19, 2019, May 21, 2019, and June 18, 2019, after which it rendered a recommendation to include map amendment proposals M-1, M-2, M-3, M-6 and M-7, and text amendment proposals T-1, T-2, T-3 and T-4 in the Final Docket; and

WHEREAS, the Planning and Economic Development Committee (PED) reviewed the proposed amendments and listened to public comment at open public meetings on March 7, 2019, May 23, 2019, and July 2, 2019, after which it rendered a recommendation to include map amendment proposals M-1, M-2, M-3, M-6 and M-7, and text amendment proposals T-1, T-2, T-3 and T-4 in the Final Docket; and

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

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

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

Section 1. The City Council finds that each of the following proposals sufficiently meets the docketing criteria and are hereby included in the 2019 Comprehensive Plan Final Docket:

- M-1) WSDOT/Poulsbo RV Comprehensive Plan Map Amendment & Concurrent Rezone
- M-2) Bow Lake Mobile Home Park Comprehensive Plan Map Amendment & Concurrent Rezone
- M-3) Military Road S – North End Comprehensive Plan Map Amendment & Concurrent Rezone
- M-6) Establishing Land Use Designation & Zoning for Unused SR-509 right-of-way
- M-7) Updating Informational Maps in the Comprehensive Plan
- T-1) Amending Transportation Concurrency Policies
- T-2) Updating Capital Facilities Plan
- T-3) Updating Parks, Recreation & Open Space (PROS) Plan
- T-4) City Center Sub-Area Plan Update: Phase I Preliminary Design Framework

PASSED this 9th day of July, 2019, and signed in authentication thereof on this 9th day of July, 2019.

CITY OF SEATAC

Erin Sitterley
Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Effective Date: 7/9/19]

[Resolution Establishing the 2019 Final Docket of Comprehensive Plan Amendments]

RESOLUTION NO. 19-010

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring City-owned real property located at 2929 South 200th Street (former Fire Station #45 property) surplus to the needs of the City, and authorizing its disposal through a sale to Trent Development, Inc., and authorizing the City Manager to execute the documents necessary to effectuate the sale.

WHEREAS, the City owns certain real property located at 2929 South 200th Street (King County Parcel Number 3445000019), which is also referred to as the “Former Fire Station #45 Property”; and

WHEREAS, the City Council has determined that the City has no current or future need for the Former Fire Station #45 property, and the Former Fire Station #45 property is surplus to the City’s needs; and

WHEREAS, the City received an unsolicited offer from Trent Development, Inc. to purchase the Former Fire Station #45 Property for \$3,500,000; and

WHEREAS, the City Council desires to sell the property to Trent Development; and

WHEREAS, the City Council believes that the redevelopment of the Former Fire Station #45 Property will encourage economic development consistent with the adopted Angle Lake Station Area Plan; and

WHEREAS, the City Council has reviewed the Purchase and Sale Agreement attached to this Resolution as Exhibit A, and has determined that the sale of the Former Fire Station #45 Property under the terms and conditions of this Agreement is in the best interest of the City;

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

1. The City Council hereby declares the Former Fire Station #45 Property located in the 2929 South 200th Street (King County Parcel Number 3445000019) surplus to the needs of the City.
2. The City Manager is authorized to dispose of the Former Fire Station #45 Property through a sale to Trent Development, Inc, through terms in substantially similar form as set forth in a Purchase and Sale Agreement attached to this resolution as Exhibit A.
3. The City Manager is authorized to execute a Purchase and Sale Agreement and any other documents required to effectuate the sale of the Property.

PASSED this 24th day of September, 2019 and signed in authentication thereof on this 24th day of September, 2019.

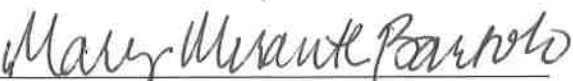
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Sale of Former Fire Station #45 Property]

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is made as of September __, 2019 (the "**Effective Date**"), between **TRENT DEVELOPMENT INC.**, a Washington corporation ("**Buyer**"), and **CITY OF SEATAC**, a Washington municipal corporation ("**Seller**").

RECITALS:

A. Seller owns certain real property located in the City of SeaTac in King County, Washington, legally described on Exhibit A attached (the "**Land**").

B. Buyer desires to acquire the Land pursuant to the terms of this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree, and instruct Escrow Holder, as follows:

ARTICLE I. PURCHASE AND SALE

Section 1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following assets (collectively, the "**Property**"):

(a) fee simple interest in and to the Land, together with all rights and appurtenances pertaining to such property;

(b) all of Seller's interest in all assignable existing permits, entitlements, licenses, approvals and authorizations issued by any governmental authority in connection with the Land and any and all applications related thereto (whether pending or issued); and

(c) all of Seller's interest in all surveys, maps, drawings, and other plans pertaining to the Land.

The Property shall not include, and the Property shall not be subject to, any service contracts, asset or property management agreement, utility agreements, vendor agreements, leases, subleases, rental agreements, licenses, concessions, and/or other agreements or arrangements with respect to the ownership, development, improvement, use, enjoyment, or occupancy of any portion of the Property, except for the Permitted Exceptions (as defined below), and Seller shall, at its sole cost, terminate all such agreements (including terminating all utilities) prior to Closing, such obligation of Seller to survive Closing.

Section 1.2 Purchase Price. Seller is to sell the Property and Buyer is to purchase the Property for the aggregate amount of \$3,500,000.00 (the "**Purchase Price**").

Section 1.3 Payment of Purchase Price. The Purchase Price, less the "Deposit" (defined below) and subject to other adjustments for prorations and closing costs as contemplated by this Agreement, shall be payable in full at Closing in cash by wire transfer of immediately available funds to Escrow Holder.

Section 1.4 Deposit. Not more than three (3) days after the Effective Date, Buyer will deliver to Stewart Title Guaranty Company (the "**Escrow Holder**"), a Promissory Note in the form of Exhibit B attached

(the "**Earnest Money Note**") in the amount of \$300,000. Unless Buyer elects (or is deemed to have elected) to terminate this Agreement pursuant to Section 3.2 below, not more than two (2) business days after the earlier of the last day of the "Feasibility Period" (defined below) or the date Buyer notifies Seller in writing of Buyer's waiver of its right to terminate this Agreement pursuant to Section 3.2 below, Buyer will convert the Earnest Money Note to cash and deposit the sum of \$300,000 (the "**Deposit**") in escrow (the "**Escrow**") with Escrow Holder, in full payment of the Earnest Money Note. Buyer's failure to make the Deposit within such 2-business day period shall result in the Earnest Money Note being due and payable on demand. For purposes of this Agreement, the term "**Deposit**" includes all interest accruing on the Deposit. After Buyer's written waiver of Buyer's contingencies prior to the expiration of the Feasibility Period, the Deposit shall become nonrefundable except as otherwise provided in this Agreement, and the Deposit will be credited to the Purchase Price upon the Closing. For purposes of this Agreement, the term "**Feasibility Period**" means the period commencing on the Effective Date and ending one hundred twenty (120) days after the Effective Date.

Section 1.5 Deposit as Liquidated Damages. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT THE SALE OF THE PROPERTY AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED SOLELY AS A RESULT OF BUYER'S MATERIAL BREACH OF THE TERMS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT THAT THE SALE IS NOT SO CONSUMMATED AS A RESULT OF BUYER'S BREACH WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY SEPARATELY INITIALING THIS SECTION 1.5 BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES, AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT THE CLOSING DOES NOT OCCUR DUE TO BUYER'S MATERIAL BREACH AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER ARISING FROM SUCH BREACH AND FAILURE OF THE SALE TO CLOSE.

BY THEIR SEPARATELY INITIALING THIS SECTION 1.5 BELOW, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE PROVISION COVERING LIQUIDATED DAMAGES, AND THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS EXECUTED. NOTHING IN THIS SECTION 1.5 SHALL NEGATE OR LIMIT BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, AND AMOUNTS DUE THEREUNDER SHALL BE IN ADDITION TO AND NOT LIMITED TO THE DEPOSIT.

SELLER:_____

BUYER:_____

Section 1.6 Escrow Holder. Escrow Holder shall hold the Deposit in accordance with the terms of this Agreement. Seller and Buyer agree that the duties of the Escrow Holder hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with this Agreement. If Escrow Holder is in doubt as to its duties or obligations with regard to the Deposit, or if Escrow Holder receives conflicting instructions from Buyer and Seller with respect to the Deposit, then Escrow Holder shall not be required to disburse the Deposit and may, at its option, continue to hold the Deposit until both Buyer and Seller agree as to its disposition, or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Holder may interplead the Deposit in accordance with the laws of the state in which the Property is located. Escrow Holder shall not be responsible for any interest on the Deposit except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Deposit prior to the date interest is posted thereon. Escrow Holder shall execute this Agreement solely for the purpose of being bound by the provisions of this Section 1.6.

ARTICLE II. TITLE

Section 2.1 Delivery of Title Documents. As soon as reasonably practicable, but in no event later than ten (10) business days after the Effective Date, Seller shall cause Escrow Holder (in such capacity, "**Title Company**") to deliver to Buyer (a) a current title commitment for an ALTA "extended coverage" title insurance policy covering the Land in the amount of the Purchase Price showing Seller as the current fee simple owner of the Property and naming the Buyer as the proposed insured in the amount of the Purchase Price; (b) copies of all documents referred to in the title commitment; and (c) a copy of any surveys for the Land in the possession or control of Seller (if any, a "**Survey**"). Buyer at its option and expense may have the Survey updated prior to the Closing Date or obtain its own Survey. The documents referred to in clauses (a), (b) and (c) above are collectively referred to as the "**Title Documents.**"

Section 2.2 Title Examination.

(a) Buyer shall have the right to review the Title Documents and otherwise examine the status of title to the Property. Buyer shall notify Seller in writing (the "**Title Notice**") no later than thirty (30) days after Buyer's receipt of the Title Documents (the "**Title Notice Deadline**") which exceptions to title disclosed on the title commitment and matters disclosed by the Survey, if any, will not be accepted by Buyer. If Buyer fails to notify Seller in writing of any exceptions to title disclosed by the title commitment or any matters disclosed by the Survey delivered to Buyer pursuant to Section 2.1 by the Title Notice Deadline, then Buyer shall be deemed to have approved the condition of title to the Land as reflected by such title commitment and the Survey. If Buyer notifies Seller in writing that Buyer objects to any exceptions to title or any Survey matters, then Seller shall have until the date that is ten (10) business days after Seller's receipt of the Title Notice to notify Buyer in writing: (i) that Seller will remove such objectionable exceptions from title or cure such Survey matters on or before the Closing (to Buyer's reasonable satisfaction); or (ii) that Seller elects not to cause such exceptions and Survey matters to be removed. If Seller fails to notify Buyer in writing of its election by the end of such 10-business day period, the Seller shall be deemed to have elected not to cause such exceptions or matters to be cured. If Seller gives Buyer notice under clause (ii) above, (or is deemed to have given such notice), then Buyer shall have the right to notify Seller in writing within five (5) business days after expiration of such 10-business day period that Buyer will nevertheless proceed with the purchase and take title to the Land subject to such exceptions and Survey matters, or that Buyer will terminate this Agreement. If Buyer does not give any such notice, Buyer shall be deemed to have elected to terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit and all interest thereon shall be returned to Buyer and each party shall bear its own costs incurred hereunder. Notwithstanding the foregoing, Buyer need not disapprove any monetary lien representing monies owed or borrowed, as Seller hereby agrees to cause all monetary liens created or caused by Seller (other than non-delinquent real estate taxes and assessments) to be removed prior to Closing. If Seller fails to remove any such monetary lien prior to Closing, then Buyer shall apply such portion of the Purchase Price as is necessary to cause the removal of such items prior to Closing, and the proceeds of Escrow to be otherwise distributed to Seller upon Closing shall be reduced by the amount so applied.

(b) Seller shall cause the Title Company to update the title commitment within two (2) weeks of Closing. If, after the expiration of the Title Notice Deadline, the Title Company revises the title commitment to add or modify exceptions, then, unless Buyer objects to such new or modified exceptions by written notice to Seller within three (3) business days after receipt thereof, then such exceptions shall be deemed accepted by Buyer. If, within such three (3) business day period, Buyer notifies Seller in writing that it objects to any new or modified exceptions (the "**Additional Title Notice**") then Seller will have five (5) business days after delivery of such Additional Title Notice to notify Buyer in writing: (I) which new or modified exceptions Seller will remove or cause to be removed at Closing and (II) which new or modified exceptions will not be removed by Seller. If Seller fails to respond to Buyer or refuses to agree to remove all such new or modified exceptions within such five (5) business day period, then Buyer shall elect, on or prior to the date and time that is five (5) business days after the delivery of the Additional Title Notice or the date of Closing, whichever is

earlier to (i) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit and all interest thereon shall be returned to Buyer and, unless any such new or modified exception is due to the acts of Seller that are a default under this Agreement, each party shall bear its own costs incurred hereunder, or (ii) accept the Property subject to such new or modified exceptions that Seller will not remove, in which event such new or modified exceptions shall be deemed accepted by Buyer. If Buyer makes no such election, Buyer shall be deemed to have accepted the new or modified exceptions under subsection (ii). The Closing Date shall be extended by the number of days necessary to give effect to the notice and cure periods set forth in this Section 2.2.

Section 2.3 Permitted Exceptions. At Closing, the Land shall be conveyed to Buyer in fee simple subject only to the following matters, which are hereinafter referred to as the "**Permitted Exceptions**":

(a) Those matters disclosed in the title commitment and Survey delivered to Buyer that either are (i) not objected to in writing by Buyer within the time periods provided in Section 2.2 hereof, or (ii) if objected to in writing by Buyer, are those which Seller has elected not to remove or cure and subject to which Buyer has elected or is deemed to have elected to accept the conveyance of the Property under Section 2.2 hereof; and

(b) The lien of all real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided.

ARTICLE III. REVIEW OF PROPERTY

Section 3.1 Right of Inspection.

(a) Seller shall provide Buyer within ten (10) business days after the Effective Date with copies of all items listed on Exhibit C attached (collectively, the "**Documents and Materials**"). During the term of this Agreement, Seller shall provide Buyer with any documents that, after the initial delivery of the Documents and Materials, come into the possession of "Seller's Representative" (defined below), the possession of Steve Pilcher, Director of Seller's Department of Community & Economic Development (and any successor prior to Closing) or the possession of Aleksandr Yeremeyev, Seller's Economic Development Strategist (and any successor prior to Closing), and are related to the condition, use, ownership, operation, and/or development of the Property and which contain information that reasonably could be expected to have a material adverse impact on Buyer's ability to develop the "Proposed Project" (defined below) on the Land. Buyer acknowledges that some of the Documents and Materials may have been prepared by third parties and may have been prepared prior to Seller's ownership of the Property. Buyer hereby acknowledges that Seller has not made and does not make any representation or warranty regarding the truth or accuracy of the Documents and Materials or the sources thereof, that Seller has not undertaken any independent investigation as to the truth or accuracy of the Documents and Materials, and that any reliance on or use of such materials or information by Buyer shall be at the sole risk of Buyer.

(b) Subject to the provisions of this Section 3.1, Seller will permit Buyer and its employees and authorized agents, representatives, contractors and consultants (the "**Licensee Parties**") to enter upon the Land at all reasonable times during normal business hours, to perform any inspections, investigations, studies, tests, evaluations and assessments of the Property (generally, "**Inspections**") that Buyer deems necessary, appropriate or prudent in connection with Buyer's determining the feasibility of purchasing the Property. Buyer shall notify Seller of the intention of Buyer or any Licensee Party to enter the Real Property at least two (2) Business Days prior to such intended entry and specify the intended purpose therefor and the Inspections contemplated to be made. With respect to any Inspection that will require excavations, borings, drilling, removal or demolition of any portion of the Property, 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 reasonable approval. 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 Buyer or any Licensee Party. 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. Any on-site inspections of the Property shall occur at reasonable times and shall be conducted so as not to interfere unreasonably with the use of the Property. Seller may have a representative present during any such inspections.

(c) In entering upon the Property, conducting Inspections, Buyer and the other Licensee Parties will not: (i) unreasonably interfere with the use of the Land; (ii) unreasonably interfere with the operation and maintenance of the Land; (iii) injure or otherwise cause bodily harm to Seller, or any other person or entity; (iv) permit any liens to attach to the Land by reason of the exercise of Buyer's rights under this Section 3.1; or (v) intentionally or knowingly reveal or disclose any information concerning this Agreement or the Property; provided that Buyer may disclose any such information to its current and potential lenders, investors, shareholders, partners, members, officers, employees, accountants, consultants, and professional advisors as necessary or convenient for the completion of its due diligence, entitlement activities and this transaction or as may be required by law. Buyer and the other Licensee Parties may contact any governmental or quasi-governmental agencies, entities or authorities having jurisdiction over the Property and any third parties regarding the condition and development of the Property.

(d) Buyer hereby agrees to indemnify, defend and hold Seller and its officers, directors, agents, employees, lenders, successors and assigns harmless from and against any and all liens, claims, causes of action, damages, liabilities, demands, suits, obligations to third parties, together with all losses, penalties, fines, costs and expenses relating to any of the foregoing (including but not limited to court costs and reasonable attorneys' fees) (generally, "**Claims**") arising out of any inspections, investigations, examinations, sampling or tests conducted by Buyer or any Licensee Party, whether prior to or after the Effective Date, or as a result of any violation of the provisions of this Section 3.1; provided, however, Buyer's indemnity hereunder shall not include any Claims to the extent resulting from (i) the mere discovery of pre-existing conditions at the Property except to the extent such condition is negligently or intentionally, and materially, aggravated by an act of Buyer or any Licensee Party as a result of the Inspections, (ii) any diminution in the market value of the Property resulting from the information disclosed by any such investigation or tests and (iii) the negligence or willful misconduct of Seller or Seller's agents or employees.

(e) Prior to entering onto the Land pursuant to this Section 3.1, Buyer will provide Seller with evidence that Buyer has in place a policy of commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence covering any accident arising in connection with the presence on the Land of Buyer and its employees and authorized agents, representatives, contractors and consultants, naming Seller and its members as additional insureds.

(f) Buyer's obligations under this Section 3.1 shall survive the termination of this Agreement.

Section 3.2 Right of Termination-Feasibility Contingency. If during the Feasibility Period Buyer determines for any reason the Property is unsuitable for Buyer's acquisition, Buyer shall have the right, on or prior to the expiration of the Feasibility Period, to terminate this Agreement. This Agreement is conditioned upon Buyer's written acceptance of feasibility on or before the expiration of the Feasibility Period. If Buyer fails to deliver written notice of its acceptance of feasibility on or before the expiration of the Feasibility Period, Buyer shall be deemed to have elected not to proceed, in which event this Agreement shall automatically terminate, neither party shall have any further obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), and the Deposit and all interest thereon shall be returned to Buyer and each party shall bear its own costs incurred hereunder. In the event that Buyer delivers written notice of its acceptance of feasibility prior to the expiration of the Feasibility Period, the Deposit shall become nonrefundable, except as otherwise provided in this Agreement. The notice of acceptance may not be

conditioned in any manner. Unless due to a default by Seller, if Buyer elects to terminate this Agreement pursuant to this Section 3.2, then not more than ten (10) business days thereafter, Buyer will provide Seller, without any representation or warranty whatsoever, with copies of any third party prepared soils, geology, environmental, structural and engineering reports pertaining to the physical condition of the Property.

Section 3.3 Permit Contingency.

(a) Buyer's obligation to purchase the Property is contingent (the "**Permit Contingency**") on Buyer obtaining all permits, including, without limitation, all building permits necessary for all below-grade and vertical improvements (the "**Permits**"), necessary for Buyer to commence and complete construction on the Land of a hotel or other improvements selected by Buyer (the "**Proposed Project**"). Unless Buyer elects to terminate this Agreement pursuant to Section 3.2 above, Buyer shall have twenty four (24) months after the earlier of the expiration of the Feasibility Period or Buyer's waiver of the Feasibility Contingency (the "**Permitting Period**") to obtain the Permits.

(b) During the Permitting Period, Buyer will use commercially reasonable efforts to pursue the issuance of the Permits. Buyer shall submit to Seller's Department of Community and Economic Development (the "**CED**") (a) a complete preliminary site plan application and a complete SEPA checklist application for the Proposed Project, not more than six (6) months after the earlier of the expiration of the Feasibility Period or Buyer's waiver of the Feasibility Contingency, and (b) complete applications for all other Permits necessary to start construction of the Proposed Project within twelve (12) months after the earlier of the expiration of the Feasibility Period or Buyer's waiver of the Feasibility Contingency. If Buyer fails to submit such applications to the CED prior to the expiration of the applicable time period, at the option of Seller, Seller may terminate this Agreement by giving written notice to Buyer in which case this Agreement shall terminate, neither party shall have any further obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), and the Deposit and all interest thereon shall be delivered to Seller. Buyer may elect to terminate this Agreement if the Permits are not issued by the end of the Permitting Period so long as Buyer has not received written notice from CED prior to the expiration of the Permitting Period that the Permits are approved and ready for issuance subject to Buyer paying the required fees. If Buyer fails to deliver written notice of its waiver of the Permit Contingency on or before the expiration of the Permitting Period, this Agreement shall automatically terminate, neither party shall have any further obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), and the Deposit and all interest thereon shall be returned to Buyer; provided, however, the Permit Contingency shall be deemed to be waived by Buyer if prior to the expiration of the Permitting Period the CED provides Buyer with written notice that the Permits are approved and ready for issuance subject to Buyer paying the required fees. If prior to the expiration of the Permitting Period Buyer delivers written notice of its waiver of the Permit Contingency (or the Permit Contingency is deemed to have been waived pursuant to the preceding sentence), the Deposit shall become nonrefundable, except as otherwise provided in this Agreement. If this Agreement terminates or is terminated by Buyer pursuant to this Section 3.3, then not more than ten (10) business days thereafter, Buyer will provide Seller, without any representation or warranty whatsoever, with copies of any third party prepared soils, geology, environmental, structural and engineering reports pertaining to the physical condition of the Property, all of Buyer's rights, titles and interests in any plans and specifications prepared by or for Buyer with respect to the Property to the fullest extent Buyer has the right to do so, and all permits and permit applications obtained or submitted by Buyer with respect to the Property. For all purposes in this Agreement, the Permits shall not be deemed obtained, approved and/or ready for issuance unless and until all Permits, satisfactory to Buyer, have been unconditionally approved for issuance by Seller subject only to payment of applicable fees and satisfaction of any other monetary or bonding requirements for issuance, have become final and non-appealable, any periods for challenge to the same (or other conditions to final effectiveness) shall have expired or been waived, with no appeals having been filed, or if an appeal is taken, such appeal shall have been resolved on terms satisfactory to Buyer.

Section 3.4 "As Is" Sale.

(a) 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 C ATTACHED. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SAID ENVIRONMENTAL REPORTS. EXCEPT AS EXPRESSLY SET FORTH IN 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.

(b) 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.

(c) 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.

(d) NOTHING IN THIS SECTION 3.4 SHALL MODIFY, LIMIT OR RELEASE SELLER FROM ANY LIABILITY FOR THE BREACH OF THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT AND THE DOCUMENTS DELIVERED AT CLOSING.

(e) BUYER AND SELLER AGREE THIS SECTION 3.4 SHALL SURVIVE CLOSING.

ARTICLE IV. CLOSING

Section 4.1 Time and Place. The consummation of the transaction contemplated hereby (the "**Closing**") shall be held at the offices of Escrow Holder at the address set forth under Section 10.2 on the date that is not later than thirty (30) days after the earlier of: (i) the expiration of the Permitting Period, or (ii) the waiver by Buyer of the Permit Contingency (the "**Closing Date**"), unless Buyer elects to terminate this Agreement as above provided. At the Closing, the balance of the Purchase Price and all documents shall be deposited with the Escrow Holder and Seller and Buyer shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3 hereof, the performance of which obligations shall be concurrent conditions.

Section 4.2 Seller's Obligations at and Prior to Closing. Seller shall:

- (a) No less than one (1) business day prior to Closing, deliver to Escrow Holder:
 - (i) a duly executed and acknowledged Bargain and Sale Deed (the "**Deed**") in the form attached hereto as Exhibit D naming Buyer or its permitted assignee as grantee;
 - (ii) a duly executed counterpart of a Bill of Sale (the "**Bill of Sale**") in the form attached hereto as Exhibit E executed by Seller;
 - (iii) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;
 - (iv) FIRPTA certificate executed by Seller;
 - (v) a Real Estate Excise Tax Affidavit executed by Seller;
 - (vi) such affidavits and indemnities as may be customarily and reasonably required by the Title Company in order to issue the Title Policy; and
 - (vii) such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

(b) On the Closing Date, deliver to Buyer possession of the Property, vacant (with no tenants or others in possession) and without improvements, subject only to the Permitted Exceptions, with all vehicles, furnishings, personal possessions, trash, debris, and all other personal property removed. Any such items and other personal property located at the Property on the Closing Date may be sold, destroyed and disposed of by Buyer, in any manner Buyer deems necessary or appropriate, all at Seller's sole cost, which obligation shall survive Closing.

Section 4.3 Buyer's Obligations at or Prior to Closing. Buyer shall:

- (a) No less than one (1) business day prior to Closing, deliver to Escrow Holder:
 - (i) a duly executed counterpart of the Bill of Sale executed by Buyer;

- (ii) a Real Estate Excise Tax Affidavit executed by Buyer;
 - (iii) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;
 - (iv) such affidavits, as may be customarily and reasonably required by the Title Company; and
 - (v) such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.
- (b) Prior to 11:00 am Pacific Time on the Closing Date, deliver the full amount of the Purchase Price as may be increased or decreased by prorations and adjustments, less the Deposit.

Section 4.4 Credits and Prorations.

(a) 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.

(b) Except as provided in subsection (a) above, no other cost or expense related to the use, ownership, management, or operation of the Property prior to the Closing Date shall be charged to or paid or assumed by Buyer under this Agreement. If Buyer receives any demand, bill or invoice which relates to periods prior to the Closing, Buyer will refer the same to Seller and Seller agrees to pay, promptly upon receipt, such a portion of the demand, bill or invoice as relates to the period prior to the Closing Date for which it is responsible. If Seller does not pay such bill within fifteen (15) days after Buyer's written request, Buyer may, at its option, pay such bill or invoice and Seller shall become liable to Buyer for the full amount of such payment, together with interest at twelve (12%) per annum.

(c) 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 Holder or agreed in writing by Seller and Buyer.

(d) 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 Holder cash in an amount sufficient to pay all closing costs payable by Buyer.

(e) The provisions of this Section 4.4 shall survive Closing.

Section 4.5 Transaction Taxes and Closing Costs. Seller and Buyer shall execute such returns, questionnaires and other documents as shall be required with regard to all applicable real property transaction taxes imposed by applicable federal, state or local law or ordinance;

(a) Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses: (i) one-half (50%) of the escrow fee, if any, which may be charged by the Escrow Holder; (ii) the premium for the standard coverage portion of the Title Policy (as defined below); (iii) recording fees for the recording of the Deed; and (iv) any real excise tax, if

applicable. Buyer acknowledges Seller is currently exempt from the payment of any excise tax because Seller is a governmental entity.

(b) Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction. Buyer shall also pay the following costs and expenses: (i) one-half (50%) of the escrow fee, if any, which may be charged by the Escrow Holder; (ii) the cost of any survey of the Property ordered by Buyer; (iii) any cost associated with the extended coverage portion of the premium of the Title Policy) plus the cost of any endorsements; and (iv) recording costs for any document recorded after the Deed.

(c) All costs and expenses incident to this transaction and the Closing hereof, and not specifically described above, shall be paid by the party incurring same. The provisions of this Section 4.5 shall survive the Closing.

Section 4.6 Conditions Precedent to Obligation of Buyer. The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment prior to the times prescribed herein (if no time is stated, then on or before the Closing Date) of all of the following conditions, any or all of which may be waived by Buyer in writing in its sole discretion (collectively, "**Buyer's Conditions to Closing**");

(a) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date, subject to changes as described in Section 5.1(d) below.

(b) Seller shall have performed and observed in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the Closing Date.

(c) Title Company shall be irrevocably committed to issue to Buyer an ALTA Extended Coverage Owner's Policy of Title Insurance (the "**Title Policy**") in the full amount of the Purchase Price, insuring fee simple title to the Land to be vested in Buyer or its permitted assignee, subject only to the Permitted Exceptions and with such reasonable and customary endorsements as Buyer requests during the Feasibility Period.

(d) There shall exist no pending or threatened claims or other proceedings against Seller or the Property that would materially and adversely affect the development or value of the Property or Seller's ability to perform its obligations under this Agreement (including any bankruptcy or insolvency proceeding).

(e) There shall exist no moratorium on development affecting the Property enacted or proposed since the expiration of the Feasibility Period.

If any of the above conditions are not satisfied, and Buyer does not waive such unsatisfied conditions, Buyer may elect to terminate this Agreement by written notice given to Seller in which case the Deposit shall be refunded to Buyer and neither party shall have any further rights or obligations under this Agreement except for matters that expressly survive the termination of this Agreement and except Buyer may seek any of the other remedies available hereunder if the failure of any condition is due to the default by Seller or a breach of Seller's representation or warranty under this Agreement. If Buyer does not so elect to terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any unsatisfied conditions.

Section 4.7 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment prior to the times prescribed herein (if no time is stated, then on or before the Closing Date) of all of the following conditions, any or all of which may be waived by Seller in writing in its sole discretion:

(a) Escrow Holder shall have received the Purchase Price as adjusted as provided herein and is prepared to distribute same in the manner provided for in this Agreement.

(b) All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

(c) Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the Closing Date.

If any of the above conditions are not satisfied, and Seller does not waive such unsatisfied conditions, Seller may elect to terminate this Agreement by written notice given to Buyer in which case the Deposit shall be paid to Seller, and neither party shall have any further rights or obligations under this Agreement except for matters that expressly survive the termination of this Agreement. If Seller does not so elect to terminate this Agreement prior to Closing, Seller shall be deemed to have waived any unsatisfied conditions.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Seller.

(a) Seller hereby makes the following representations and warranties to Buyer as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing and shall survive the Closing Date as provided below:

(i) Organization and Authority of 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. 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.

(ii) No Conflicts. 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) the terms of any law, rule, ordinance, or regulation, or (B) any decree, judgment or order to which Seller 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 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.

(iii) Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, relating to zoning, land use, improvement districts, condemnation, or eminent domain proceedings) pending against or relating to Seller or the Property or to Seller's Knowledge, threatened against or relating to Seller or the Property which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement or the use or development of the Property.

(iv) Documents and Materials. The Documents and Materials delivered to Buyer (i) contains all documents and materials in Seller's possession (or in the possession of its agents) related to the condition, use, ownership, operation, and/or development of the Property and (ii) are true, correct and complete copies thereof. To Seller's Knowledge, there are no material inaccuracies or omissions in the Documents and Materials.

(b) 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 by Seller 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.

(c) 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 fifteen percent (15%) of the Purchase Price, plus any amounts payable to Seller pursuant to Section 7.4 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 \$10,000, 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) months after the date of the Closing. The limitations in this Section 5.1(c) 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 5.1(c) shall survive the Closing or the earlier termination of this Agreement. For clarification, the Cap and the provisions of this subsection (c) shall not apply to Buyer's rights and remedies under Article VII below.

(d) Anything contained herein to the contrary notwithstanding, if prior to the end of the Feasibility Period, or as of Closing, Buyer has actual knowledge of any inaccuracy in any Seller representation or warranty, whether as a result of (i) notice from Seller, (ii) Buyer's own investigations or inquiries or otherwise, or (iii) any information contained in any material provided or made available to Buyer by Seller or received by Buyer from any third party (including without limitation any report provided to Buyer by any consultant engaged by Buyer in connection with Buyer's investigation of the Property) contradicts any Seller representation or warranty, and Buyer nonetheless proceeds to waive its right to terminate this Agreement pursuant to Section 3.2 or Section 4.6 above, as applicable, or Buyer proceeds with the Closing, then (1) Seller's representations and warranties shall be deemed qualified and amended to the full extent of Buyer's knowledge and such contradictory information, (2) Buyer shall be deemed to have accepted and approved Seller's representations and warranties as so qualified and amended, and (3) Buyer shall have no right or remedy, and Seller shall have no obligation or liability, on account thereof.

(e) For purposes of this Agreement, "**Seller's Knowledge**" means facts or circumstances actually known to Brian Ruda, Seller's Facilities Manager (and any successor prior to Closing) ("**Seller's Representative(s)**") who Seller represents is 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(s) have any personal liability for any of the obligations of Seller under this Agreement, including the representations and warranties of Seller.

(f) BUYER AGREES IT IS PURCHASING THE PROPERTY IN AN AS-IS CONDITION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. BUYER ACKNOWLEDGES THE PURCHASE PRICE REFLECTS THE "AS-IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. NOTHING IN THIS SUBSECTION (f) SHALL MODIFY, LIMIT OR RELEASE SELLER FROM ANY LIABILITY FOR THE BREACH OF THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT AND THE DOCUMENTS DELIVERED AT CLOSING.

(g) THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE CLOSING.

Section 5.2 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(a) Organization and Authority. Buyer has been duly organized and is validly existing under the laws of Washington. Buyer has the full right and authority to enter into this Agreement and, as of the Closing Date, will have the full right and authority to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Buyer is authorized to do so.

(b) No Conflicts. The execution and delivery of this Agreement by Buyer, the consummation of the transactions herein contemplated to be performed by Buyer, and compliance with the terms of this Agreement by Buyer will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document, instrument or agreement, oral or written, to which Buyer is a party or by which Buyer is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Buyer.

(c) Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer or to Buyer's knowledge, threatened against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(d) Survival of Buyer's Representations and Warranties. The representations and warranties made in this Agreement by Buyer shall be continuing, and shall be deemed remade by Buyer 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 by Buyer shall survive the Closing for a period of twelve (12) months and shall not merge into any instrument of conveyance delivered at the Closing.

ARTICLE VI. COVENANTS OF SELLER

Seller hereby covenants with Buyer as follows:

Section 6.1 Operation of Property. From the Effective Date hereof until the Closing or earlier termination of this Agreement, Seller shall operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the date hereof.

Section 6.2 Agreements. Seller agrees not to enter into any leases, licenses, occupancy agreements, easements, or other agreements which would bind Buyer or the Property after Closing.

ARTICLE VII. DEFAULT

Section 7.1 Default by Buyer. If the sale of the Property is not consummated due to Buyer's material default hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof.

Section 7.2 Default by Seller. If Seller is in default of its obligations under this Agreement and the sale of the Property is not consummated due to Seller's material default hereunder, Buyer, as its sole remedy, shall be entitled: (a) to terminate this Agreement and receive the return of the Deposit plus any interest accrued thereon, in which event Seller shall immediately reimburse Buyer for all of Buyer's actual reasonable out-of-pocket costs and expenses (including actual reasonable out-of-pocket attorneys' fee) incurred in connection with

this Agreement, Buyer's due diligence, the design of its Proposed Project, and/or Buyer's efforts to seek any entitlements up to a maximum aggregate amount of \$500,000.00, or (b) enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement, provided that such action for specific performance must be brought, if at all, within sixty (60) days of Seller's default, failing which Buyer shall be limited to the remedy described in clause (a) of this Section 7.2. In the event Buyer has elected to proceed to Closing by action for specific performance within said sixty (60) day period, but such remedy is unavailable because of Seller's prior sale of the Property to a third party or Seller granting any rights to a third party preventing the sale of the Property or adversely affecting the development of the Proposed Project, Buyer shall be entitled to (i) exercise the remedies under subsection (a) above and (ii) and bring suit against Seller for damages suffered by Buyer resulting from Seller's failure to sell the Property to Buyer pursuant to this Agreement.

Section 7.3 Consequential and Punitive Damages. EACH OF SELLER AND BUYER WAIVE ANY RIGHT TO SUE THE OTHER FOR CONSEQUENTIAL OR PUNITIVE DAMAGES FOR MATTERS ARISING UNDER THIS AGREEMENT. THIS SECTION 7.3 SHALL SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT.

Section 7.4 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.

Section 7.5 Enforcement of Indemnities. Nothing contained in this Article VII shall restrict the enforcement of any indemnity contained herein and any claim thereunder shall be in addition to any remedy set forth above in this Article VII.

ARTICLE VIII. CONDEMNATION

If, prior to the Closing, all or any material portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) Seller promptly shall give written notice to Buyer. If such taking, as determined by Buyer in Buyer's reasonable business judgment, may materially interfere with the development of the Property with the Proposed Project, or materially increase the cost thereof, Buyer shall have the option to terminate this Agreement upon written notice to Seller. Upon such termination, the Escrow Holder shall return the Deposit, plus any accrued interest thereon to Buyer and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by condemnation and Buyer shall be deemed to have accepted the Property subject to the taking without reduction in Purchase Price.

ARTICLE IX. BROKERS

Neither Buyer nor Seller has dealt with any real estate brokers or salespersons in connection with the transaction that is the subject of this Agreement. Seller and Buyer will each indemnify and hold the other harmless from any brokerage or finder's fee or commission claimed by any person or entity claiming to have dealt with the indemnifying party (Buyer or Seller, as applicable), on account of this Agreement or the transactions contemplated by this Agreement. The provisions of this Article IX will survive any Closing or termination of this Agreement.

**ARTICLE X.
MISCELLANEOUS**

Section 10.1 Assignment. Subject to the provisions of this Section 10.1, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Buyer may assign its rights under this Agreement to an affiliate of Buyer without Seller's consent; provided that, (i) as of the effective date of such assignment, such affiliate assignee expressly assumes all of Buyer's obligations under this Agreement, and (ii) any such assignment shall not relieve the assigning party of its obligations hereunder. For purposes of this Section 10.1, the term "**affiliate of Buyer**" means (i) any wholly owned subsidiary of Buyer or (ii) any entity in which Buyer and/or Buyer's principals (i.e., Trent Mummery and/or Patrick Ashman) directly or indirectly retains control and an economic and ownership interest, including, without limitation, a joint venture or subsidiary thereof in which Buyer's principals (i.e., Trent Mummery and/or Patrick Ashman) retain direct or indirect control and own an economic and ownership interest. Any other assignment by Buyer shall be subject to Seller's consent.

Section 10.2 Notices. Any notice pursuant to this Agreement shall be given in writing by: (a) personal delivery; (b) reputable overnight delivery service with proof of delivery; (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested; or (d) via electronic mail, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of electronic transmission, as of the date of the electronic transmission provided that an original of such electronic transmission is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Buyer:	Trent Development Inc. 1420 Fifth Avenue, Suite 2200 Seattle, WA 98101 Attention: Trent Mummery and Patrick Ashman Telephone: (206) 234-6543 or (206) 383-6982 Email: trent@onetrent.com and partick@oz-advisors.com
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With a copy to:	Foster Pepper PLLC 1111 Third Avenue, Suite 3000 Seattle, Washington 98101 Attention: Christopher S. Napier Telephone: (206) 447-8933 E-mail: chris.napier@foster.com
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If to Seller:	City of SeaTac 4800 South 188 th Street SeaTac, WA 98188 Attention: City Manager Telephone: (206) 973-4381 Email: ccole@seatacwa.gov
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With copies to:	City of SeaTac 4800 South 188 th Street SeaTac, WA 98188 Attention: City Attorney Telephone: (206) 973-4631 Email: mmbartolo@seatacwa.gov
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and

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

If to Escrow Holder:

Stewart Title Guaranty Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
Attn: Kim Belcher
Telephone No. (206) 770-8764
Email: Kim.belcher@stewart.com

Section 10.3 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

Section 10.4 Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, other than any confidentiality agreement executed in connection with the Property.

Section 10.5 Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. The provisions of this Section 10.5 shall survive Closing.

Section 10.6 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Section 10.7 Electronic Signatures. Each party (i) has agreed to permit the use, from time to time and where appropriate, of signatures sent via electronic mail in PDF format, in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its signature sent via electronic mail, (iii) is aware that the other party will rely on its signature sent via electronic mail, and (iv) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent via electronic mail.

Section 10.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

Section 10.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located. Buyer and Seller agree that the provisions of this Section 10.9 shall survive the Closing or any termination of this Agreement.

Section 10.10 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

Section 10.11 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 10.12 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Section 10.13 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

Section 10.14 Date of Performance; Business Day. As used in this Agreement, the term "**business day**" means any day other than a Saturday, Sunday or a day that is a legal holiday in Washington State as enumerated in RCW Section 1.16.050(1). Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is not a business day, in which event the period shall run until the end of the next day which is a business day. The last day of any period of time described herein shall be deemed to end at 6 p.m. (Pacific Time).

Section 10.15 Recording. This Agreement shall not be recorded by either party.

Section 10.16 Exchange. Each party agrees to cooperate with the other, if the other wishes to sell or purchase the Property as part of a tax deferred exchange, so long as such cooperation is at no expense or liability to the other party, and the other party shall not be required to take title to any property other than the Property. If necessary as part of such exchange, a party may transfer its rights and obligations under this Agreement to a qualified exchange facilitator, without relieving the assigning party from liability hereunder. Neither Buyer nor Seller shall be obligated to take title to any property in connection with its cooperation pursuant to this Section 10.16.

Section 10.17 Seller Disclosure Statement. Buyer and Seller agree and acknowledge that the Property constitutes "Commercial Real Estate" as defined in RCW 64.06.005. Buyer has been advised of its right to receive a completed seller disclosure statement ("**Seller Disclosure Statement**") about the Property pursuant to RCW Chapter 64.06. Buyer hereby waives (a) the right to receive the Seller Disclosure Statement from Seller pursuant to RCW Chapter 64.06, and (b) the right to rescind this Agreement based on Buyer's lack of receipt of such a Seller Disclosure Statement; except that Seller shall complete the "Environmental" section of the statutory form and execute and deliver the Seller Disclosure Statement to Buyer with respect to the "Environmental" section. Except as otherwise disclosed in the Documents and Material provided to Buyer pursuant to this Agreement, including without limitation any environmental reports delivered by Seller to Buyer, Seller represents that it would not have answered "Yes" to any of the disclosure questions in the "Environmental" section of the statutory form of the Seller Disclosure Statement." The provisions of this Section 10.17 shall survive the Closing or termination of this Agreement.

Section 10.18 No Partnership. Nothing in this Agreement is intended to create a partnership or joint venture between Buyer and Seller.

Section 10.19 Time of Essence. Time is of the essence of this Agreement.

Section 10.20 Memorandum. After expiration or waiver of Buyer's right to terminate this Agreement pursuant to Section 3.2 above, at the request of Buyer, Seller will execute a memorandum of this Agreement in the form of Exhibit F attached hereto (the "**Memorandum of Purchase Agreement**") which Buyer may record at its expense in the real property records of King County, Washington. If this Agreement terminates prior to the Closing for any reason other than a default by Seller, Buyer will execute and cause to be acknowledged and delivered to Escrow Holder, a termination of the Memorandum of Purchase Agreement in the form of Exhibit G attached (the "**Termination of Memorandum**") which Escrow Holder shall promptly record against the Land

without further instructions or consent of Buyer. If Buyer fails to execute and deliver the Termination of Memorandum to Escrow Agent within five (5) business days after written notice from Seller, Buyer hereby authorizes Seller to do so on behalf of Buyer.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

CITY OF SEATAC

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: _____

BUYER:

TRENT DEVELOPMENT INC.,
a Washington corporation

By: _____
Its: _____

ACKNOWLEDGMENT

Escrow Holder executes this Agreement below solely for the purpose of acknowledging that it agrees to be bound by the provisions of Section 1.6 of this Agreement.

ESCROW HOLDER:

STEWART TITLE GUARANTY COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 230 FEET OF THE EAST 92 FEET;

TOGETHER WITH THE NORTH 135 FEET OF THE WEST 50 FEET OF THE EAST 142 FEET OF TRACT
2 OF HOMESTEAD
PARK FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 88, RECORDS
OF KING COUNTY;

EXCEPT THE NORTH 30 FEET THEREOF DEED FOR ROAD PURPOSES;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL NO. 344500 0019

EXHIBIT B

FORM OF EARNEST MONEY NOTE

EARNEST MONEY NOTE

FOR VALUE RECEIVED, **TRENT DEVELOPMENT INC.**, a Washington corporation ("**Maker**"), jointly and severally promise to pay to the order of the **CITY OF SEATAC**, a Washington municipal corporation ("**Payee**"), the principal sum of Three Hundred Thousand Dollars (\$300,000) with no interest on the terms and conditions contained in that certain Purchase and Sale Agreement dated as of September __, 2019 (the "**Agreement**"), between Maker and Payee.

All capitalized terms used herein which are not defined in this Note shall have the meanings as set forth in the Agreement. This Note shall be payable in lawful money of the United States, at such place as the Payee may designate, when and if due under the terms of the Agreement.

This Note shall bear interest at the rate of twelve percent (12%) per annum if not paid when due. If this Note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this Note, Maker shall pay reasonable attorneys' fees and costs incurred by Payee in enforcing this Note.

This Note is to be construed in all respects and enforced according to the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

MAKER:

TRENT DEVELOPMENT INC.,
a Washington corporation

By: _____
Its: _____

EXHIBIT C

LIST OF DOCUMENTS AND MATERIALS

3/30/2017	Underground Storage Tank Closure and Site Assessment Notice	WSDOE
5/3/2017	Contract with Fuel Tank Installation Company Inc.	City
6/7/2017	Change Order with Fuel Tank Installation Company Inc.	City
5/1/2017	Contract with TechSolve Environmental	City
6/20/2017	Receipt for Disposal of Soil with Fuel	Republic Services
6/28/2017	Site Check/Site Assessment Checklist for Underground Storage Tanks	WSDOE
6/28/2017	Underground Storage Tank Decommissioning Site Assessment Report	TechSolve
3/15/2017	Work Performed Re: Completed Temporary Closure of Regular and Diesel Tanks	SME Solutions, LLC
9/4/2009	Site Topographic Survey	Site Survey & Mapping, Inc.
8/14/2017	PW Agreement with Fresh Property Management Inc. for the Demolition of Fire Station No. 45	City
10/3/2017	Notice of Completion of Public Works Contract	Fresh Property Management
9/14/2017	Capping Permit	Midway Sewer District
1/19/2018	Site Plan for Demolition of FS45	City

EXHIBIT D

FORM OF BARGAIN AND SALE DEED

WHEN RECORDED RETURN TO:

Grantor:

Grantee:

**Abbreviated Legal
Description:**

**Assessor's Property Tax
Parcel Account
Number(s):**

**Reference Numbers of
Documents Assigned or
Released:**

BARGAIN AND SALE DEED

_____, a _____ ("**Grantor**"), for and in consideration of Ten Dollars (\$10.00) in hand paid, grants, bargains, sells, conveys and confirms to _____, a _____ ("**Grantee**"), that certain real property situated in the City of SeaTac, County of King, State of Washington, and legally described in Exhibit A attached hereto and by this reference, incorporated herein, together with all improvements located thereon, if any, and all rights and appurtenances pertaining to such property, including any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, and easements, subject, however, to the exceptions to title more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

Dated this ____ day of _____, 201__.

GRANTOR:

[NOTARY TO BE ADDED]

[EXHIBITS TO BE ADDED WHEN EXECUTED]

EXHIBIT E

FORM OF BILL OF SALE

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is entered into as of _____, 2019 ("**Effective Date**"), by and between _____, a _____ ("**Buyer**"), and **CITY OF SEATAC**, a Washington municipal corporation ("**Seller**"). This Bill of Sale is executed and delivered pursuant to that certain Purchase and Sale Agreement and Escrow Instructions (as the same has been amended, the "**Purchase and Sale Agreement**") dated as of _____, 2019, by and between Buyer and Seller. All capitalized terms that are used but not defined herein shall have the same meanings ascribed to such terms in the Purchase and Sale Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Transfer and Conveyance. Seller hereby assigns, sells, transfers, and conveys to Buyer, all of Seller's right, title and interest (if any) in and to the following (if any): any and all (i) all assignable existing permits, entitlements, licenses, approvals and authorizations issued by any governmental authority in connection with the Land and any and all applications related thereto (whether pending or issued); (ii) all surveys, maps, drawings, and other plans pertaining to the Land in Seller's possession or control; and (iii) insurance proceeds and condemnation awards or claims (if any) to be assigned to Buyer under the Purchase and Sale Agreement (collectively, the "**Personal Property**").

2. No Warranties. Buyer does hereby covenant with Seller, and represents and warrants to Seller, that Seller is transferring the Personal Property without any warranty or representation of any kind or nature.

3. Miscellaneous Provisions. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. If any of the party brings an action or legal proceeding with respect to this Bill of Sale against any of the other parties hereto, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs. If any one or more of the provisions of this Bill of Sale shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Bill of Sale and the rights of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Washington.

4. Counterparts; Facsimile. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Bill of Sale, the parties may execute and exchange counterparts of the signature pages by email as a Portable Document Format (Adobe Acrobat) (also known as a PDF) attachment to such email.

[signatures on following page]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered as of the day and year set forth above.

SELLER:

CITY OF SEATAC,
a Washington municipal corporation

By: _____
Name: _____
Its: _____

BUYER:

_____,
a _____

By: _____
Name: _____
Its: _____

EXHIBIT F

FORM OF MEMORANDUM OF PURCHASE AGREEMENT

WHEN RECORDED RETURN TO:

Document Title:	Memorandum of Purchase Agreement
Grantor:	City of SeaTac
Grantee:	Trent Development LLC
Abbreviated Legal Description:	
Full Legal Description:	See Exhibit A attached
Tax Parcel No.:	
Reference Nos. of Related Documents	None

MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement (this "**Memorandum**") is made as of _____, by **TRENT DEVELOPMENT INC.**, a Washington corporation ("**Buyer**"), and **CITY OF SEATAC**, a Washington municipal corporation ("**Seller**").

1. Pursuant to a Purchase and Sale Agreement and Escrow Instructions between Buyer and Seller dated as of September __, 2019 (the "**Agreement**"), Seller has agreed to sell to Buyer the property legally described in Exhibit A attached (the "**Property**"). The terms and conditions of the Agreement are incorporated into this Memorandum by this reference as if set forth in full.

2. This Memorandum is prepared for the purpose of recordation to give third parties record notice of the Agreement and the rights of Seller under the Agreement with respect to the Property. Nothing in this Memorandum is intended to modify or supersede the Agreement.

3. This Memorandum may be executed in counterparts, so that when taken together, such counterparts constitute a single fully executed document.

[Signatures appear on following page]

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

SELLER:

CITY OF SEATAC

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: _____

BUYER:

TRENT DEVELOPMENT INC.,
a Washington corporation

By: _____
Its: _____

[NOTARY TO BE ADDED]
[EXHIBITS TO BE ADDED WHEN EXECUTED]

EXHIBIT G

FORM OF TERMINATION OF MEMORANDUM

WHEN RECORDED RETURN TO:

Document Title:	Termination of Memorandum of Purchase Agreement
Grantor:	Trent Development LLC
Grantee:	City of SeaTac
Reference Nos. of Related Documents	Memorandum of Purchase Agreement, Recording No. _____

TERMINATION OF MEMORANDUM OF PURCHASE AGREEMENT

This Termination of Memorandum of Purchase Agreement (this "**Memorandum**") is made as of _____, by **TRENT DEVELOPMENT INC.**, a Washington corporation ("**Buyer**"), in favor of the **CITY OF SEATAC**, a Washington municipal corporation ("**Seller**").

3. Pursuant to a Purchase and Sale Agreement and Escrow Instructions between Buyer and Seller dated as of September __, 2019 (the "**Agreement**"), Seller agreed to sell to Buyer certain real property described in the Purchase Agreement (the "**Property**"). Seller and Buyer executed a Memorandum of Purchase Agreement which was recorded in real property records of King County, Washington under Recording No. _____ (the "**Memorandum**").

4. The Purchase Agreement has expired and been terminated and the Memorandum is of no further force or effect. Buyer has no further rights or interests in the Property.

IN WITNESS WHEREOF, Buyer has executed this Termination of Memorandum as of date first written above.

BUYER:

TRENT DEVELOPMENT INC.,
a Washington corporation

By: _____

Its: _____

[NOTARY TO BE ADDED]

RESOLUTION NO. 19-011

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring its intent of the City of SeaTac to adopt legislation to authorize a sales and use tax for affordable and supportive housing in accordance with substitute House Bill 1406 (Chapter 338, Laws of 2019).

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing; for the operations and maintenance costs of affordable or supportive housing; and, for cities of 100,000 or less, if eligible, for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent (60%) of area median income (AMI); and

WHEREAS, in order for a city or county to impose the tax, within six (6) months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve (12) months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this Resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATAC AS FOLLOW:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one (1) year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this Resolution.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

PASSED this 8th day of October, 2019 and signed
in authentication thereof on this 8th day of October
2019.

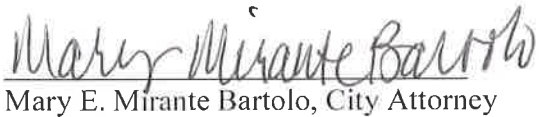
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary E. Mirante Bartolo, City Attorney

[Sales and Use Tax for Affordable and Supportive Housing]

RESOLUTION NO. 19-012

A RESOLUTION of the City Council of the City of SeaTac,
Washington repealing Resolution No. 95-017 and adopting a revised
policy for investment of funds.

WHEREAS, the City Council desires to have City funds invested in secure depositories and maximize returns on these investments while maintaining security objectives; and

WHEREAS, the City adopted and codified an investment policy in 1990 under SMC Chapter 3.40; and subsequently passed Resolution No. 95-017 updating the investment policy; and

WHEREAS, the City of SeaTac City Council desires to revise the existing investment policy to guide the investment of City funds in a manner that corresponds to current law and practices; and

WHEREAS, the City's proposed investment policy and procedure revisions have been written in accordance with Washington State law, Government Finance Officers Association (GFOA) Best Practices for Investing Policies and Governance and Washington Public Treasurer's Association (WPTA); and

WHEREAS, the investment policy and procedure revisions have been reviewed and approved by the City's Administration and Finance Committee, City Manager and Finance Director; and

WHEREAS, revisions to the City's investment policies must be approved by the City Council;

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

Section 1. The policy for investment of City funds set forth in the document entitled "City of SeaTac Investment Policy" and dated October 8, 2019, which is attached as Exhibit A and incorporated by this reference, is adopted as the official policy for investment of City funds, and replaces all previous City of SeaTac Investment Policies.

Section 2. Resolution 95-017 is hereby repealed.

PASSED this 8th day of October, 2019 and signed
in authentication thereof on this 8th day of October, 2019.

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

[Investment Policy Resolution]

CITY OF SEATAC
INVESTMENT POLICY
(ADOPTED 10/08/2019)

Policy Statement

This Policy establishes standards and guidelines for the direction, management and oversight for all of the City of SeaTac's ("City") investable funds. These funds include cash for liquidity purposes, intermediate investments for ongoing operations and long term investments for dedicated accounts. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. For purposes of the City's Investment Policy, safety and liquidity are higher priorities than return on investment. All investments must conform to federal, state, and local statutes governing the City of SeaTac public funds investments.

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1.0 INTRODUCTION

This Investment Policy defines the parameters within which funds are to be invested by the City of SeaTac (City). This Policy also formalizes the framework to provide the investment authority and constraints in order for the City to maintain an effective and judicious management of funds within the scope of this Policy.

This Policy is intended to be broad in a manner that allows the City Manager, or authorized designee, to function properly within the parameters of responsibility and authority, yet specific enough to the extent it adequately safeguards the investment assets.

The investment policy:

- Establishes guidelines for the prudent management of the City's funds;
- Describes realistic parameters and goals for safely investing those funds;
- Establishes expectations for generally acceptable returns at a suitable level of risk that matches the purpose of the City's funds;
- Provides the framework within which the City Manager, or authorized designee, will operate by setting out objectives, guidelines, and structure that include details on the universe of permitted investments and any restrictions of their use.

The City Council reserves the right to amend this policy as necessary in order to address the City's best interest.

2.0 GOVERNING AUTHORITY

The City of SeaTac investment authority is derived from Chapters 35, 39 and 43 RCW. The investment program shall be operated in conformance with the Revised Code of Washington and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

Pursuant to SMC 3.41, the City Council has the direct authority to confer to the City Manager the responsibility for the daily operations of the City's investment program and activities. (SeaTac Municipal Code Chapter 3.41)

3.0 SCOPE OR IDENTIFICATION OF FUNDS

This policy applies to activities of the City with regard to investing the financial assets of all funds including, but not limited to, operating, capital improvement, and restricted funds.

This policy applies to all investment transactions involving the financial assets and related activity of all City funds.

4.0 OBJECTIVES

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. The objectives, in order of priority, of the investment activities will be as follows:

4.1 Safety:

Safety of principal is the primary objective of the City. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, funds will be diversified, utilizing highly rated securities, by investing in a variety of securities and financial institutions. The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

4.2 Liquidity:

The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might be reasonably anticipated. Therefore, the investments shall be managed to maintain a minimum balance to meet daily obligations.

4.3 Return on Investment:

The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio. Nevertheless, return on investment is a lesser objective than safety or liquidity.

5.0 STANDARDS OF CARE

5.1 Delegation of Authority:

Governing Body: The ultimate responsibility and authority for the investment of City funds resides with the City Council who has the authority to direct the management of the City investment program.

Authority: Pursuant to the **SMC 3.41 and Ordinance XXXX**, the overall management responsibility for the investment program is hereby delegated to the City Manager, or designee, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. The City Manager, or authorized designee, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Investment Advisor: The City may contract with an external non-discretionary investment advisor (Advisor) to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such Advisors shall provide recommendations and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments by this Investment Policy.

5.2 Prudence:

The standard of prudence to be used by the City Manager, or authorized designee, in the context of managing the overall portfolio shall be the prudent person rule which states: *Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.*

The City Manager, or any authorized designee acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether the City Manager, or authorized designee, has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than a consideration as to the prudence of a single investment; and, whether the investment decision was consistent with the written investment policy of the entity.

5.3 Ethics:

5.3.1 Employees Involved in the City Investment Program must avoid conflicts of interest. Association with the investment program in any capacity is considered employee involvement. Employees must avoid personal business activity that may:

- Conflict with the proper execution of the investment program.
- Impair their ability to make impartial investment decisions.

5.3.2 Employees associated with the City Investment Program must disclose such personal information to the City Manager in writing. The City Manager shall in turn notify any conflicts or perceived conflicts to the Administration and Finance Committee.

The disclosure should list:

- Any material interests in financial institutions that conduct business with the City.
- Any personal financial or investment positions that could influence the performance of the City's investment portfolio, particularly with regard to the timing of purchases and sales.

6.0 SAFEKEEPING, CUSTODY, AND CONTROLS

6.1 Delivery vs. Payment:

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

6.2 Third Party Safekeeping:

Prudent treasury management requires that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by an independent third-party financial institution or the City's designated depository.

The City Manager, or authorized designee, shall designate all safekeeping arrangements and an agreement of the terms shall be executed in writing. The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number.

All collateral securities pledged to the City for certificates of deposit or demand deposits shall be held in accordance with the State of Washington's Public Deposit Protection Commission (PDPC).

6.3 Internal Controls:

The City Manager, or authorized designee, is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls are documented in Section 3 of the investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived, and the valuation of costs and benefits requires estimates and judgments by management. At a minimum, the internal controls shall address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and recordkeeping;
- Custodial safekeeping;
- Avoidance of physical delivery of marketable securities;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of transactions for investments and wire transfers;
- Dual authorizations of wire transfers;
- Staff training; and
- Review, maintenance and monitoring of security procedures both manual and automated.

6.4 External Controls

The City will have an external review of the Investment Policy and procedures every three (3) years. The City may enter contracts with third-party investment advisory firms when their services are required.

7.0 AUTHORIZED FINANCIAL DEALERS

7.1 Broker/Dealers:

The City Manager, or authorized designee, shall maintain and annually review a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes. The City shall follow GFOA best practices for evaluating and selecting financial institutions and broker/dealers.

The City Manager, or authorized designee, may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The Advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The Advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- a. Finance Industry Regulatory Authority (FINRA) Certification check:
 - i. Firm profile
 - ii. Firm history
 - iii. Firm operations
 - iv. Disclosures of arbitration awards, disciplinary and regulatory events
 - v. State Registration Verification
- b. Financial review of acceptable FINRA capital or letter of credit for clearing settlements.

The Advisor may be authorized through the contracted agreement to open accounts on behalf of the City with the broker/dealers on the approved broker dealer list.

7.2 Investment Advisors:

Advisors must be registered under the Investment Advisers Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.

7.3 Bank Institutions:

The City will only place funds, exceeding the current FDIC insurance limits, with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the Advisor or designated investment officer utilizing the Washington State Treasurer's website.

7.4 Competitive Transactions:

Transactions must be executed on a competitive basis and documented. Competitive prices should be provided from at least three separate brokers, financial institutions or through a national electronic trading platform. If the purchased security is only offered by one broker, then other securities with similar structure may be used for documentation purposes. When an Advisor handles trade executions, they must provide the competitive documentation as requested.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

8.1 Authorized Investments:

Eligible investments are only those securities and deposits authorized by statute (RCW 39.58, 39.59, 43.250, and 43.84.080):

Among the authorized investments are U.S. Treasury and Agency securities (i.e., obligations of any government sponsored enterprise eligible for collateral purposes at the Federal Reserve), municipal debt, certificates of deposit with qualified public depositories within statutory limits as promulgated by the Washington State PDPC at the time of investment, and the Washington State Local Government Investment Pool.

The State of Washington Local Government Investment Pool (LGIP) is the only government-sponsored Pool approved for investment of funds.

8.2 Suitable Investments:

The City is empowered to invest in the following types of securities:

US Treasury Obligations: Direct obligations of the United States Treasury.

US Agency Obligations Primary Issuers: Government Sponsored Enterprises (*GSEs*) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (*FNMA*), the Federal Home Loan Mortgage Corporation (*FHLMC*), Federal Home Loan Banks (*FHLB*), and the Federal Farm Credit Banks (*FFCB*).

US Agency Obligations Secondary Issuers: Other US government sponsored enterprises that are less marketable are considered secondary *GSEs*. They include, but are not limited to: Private Export Funding Corporation (*PEFCO*), Tennessee Valley Authority (*TVA*), Financing Corporation (*FICO*) and Federal Agricultural Mortgage Corporation, (Farmer Mac).

Municipal Debt Obligations: Bonds of the State of Washington, any local government in the State of Washington, General Obligation bonds outside the State of Washington; at the time of investment the bonds must have at a minimum rating of AA- from S&P, Aa3 from Moody's or AA- from Fitch.

Certificates of Deposit: Non-negotiable Certificates of Deposit of financial institutions that are qualified public depositories as defined in RCW 39.58.010(2) and by the restrictions within.

Time Deposits and Savings Accounts Issued by Banks: Deposits in PDPC approved banks.

Local Government Investment Pool: Investment Pool managed by the Washington State Treasurer's Office.

8.3 Bank Collateralization:

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under RCW 39.58.240, all public treasurers and other custodians of public funds are relieved of the responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

9.0 INVESTMENT PARAMETERS

9.1 Diversification:

The City will diversify the investment of all funds by adhering to the constraints by issuer type in accordance with the following table:

Issue Type	Maximum % Holdings	Maximum % per Issuer
U.S Treasury Obligations	100%	None
U.S. Agency Obligations Primary Issuers FHLB, FNMA, FHLMC, FFCB	100%	30%
U.S Agency Obligations Secondary Issuers FICO, FARMER MAC etc.	20%	10%
Municipal Debt Obligations	20%	5%
Certificates of Deposits	15%	5%
Bank Time Deposits & Savings Accounts	50%	None
Local Government Investment Pool	100%	None

9.2 Investment Maturity

The City will not directly invest in securities maturing more than five (5) years from the date of purchase.

- The maximum weighted maturity of the total portfolio shall not exceed 3 years. This maximum is established to limit the portfolio to excessive price change exposure.
- Liquidity funds will be held in the State Pool, PDPC bank deposits, or cash matched securities.
- Investment funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in high quality and liquid securities.
- Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	3.00

- Exception to 5 year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding 5 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

9.3 Strategic Allocations:

9.3.1 Funds and their Allocation

- Liquidity funds for the operating account will be allocated to LGIP, CD's, PDPC Bank Deposits.
- The structure of the Investment Core Fund will be targeted to a selected market benchmark based on the risk and return objectives of the portfolio.
- Longer term restricted funds will have an identified market benchmark to manage risk and return.

9.3.2 Monitoring and Portfolio Adjustment: As a general practice, securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- The portfolio duration or maturity buckets should be adjusted to reflect better the structure of the underlying benchmark portfolio.
- A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- A sale of a security to provide for unforeseen liquidity needs.

9.4 Prohibited Investments:

9.4.1 The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.

9.4.2 The City shall not invest in:

- Mortgage-backed securities
- Derivative Products

- c. Securities that leverage the portfolio or are used for speculation of interest rates
- d. Any securities on negative credit watch
- e. Mutual Funds
- f. Repurchase Agreements
- g. Reverse Agreements

10.0 REPORTING REQUIREMENTS

10.1 Reporting:

The Finance Director, or designee, shall be responsible for investment reporting. Quarterly reporting shall be made to the Administration and Finance Committee in matters regarding but not limited to securities holdings, cash balances, and market values in the investment portfolio.

Specific Requirements:

- Book Value
- Holdings Report including mark-to-market and security description
- Transactions Report
- Weighted Average Maturity

10.2 Performance Standards:

The portfolio shall be managed to obtain a fair rate of return and earnings rate that incorporates the primary objectives of protecting the City's capital and assuring adequate liquidity to meet cash flow needs.

For purposes of this policy, “earnings rate” will be compared to the LGIP rate. The goal is for the portfolio to generally perform better than the LGIP due to the longer weighted average maturity and the earnings rate is expected to trend in a similar manner as interest rates change.

The investment portfolio performance may be tracked against a market index such as the US treasury 0-3 year index or US treasury 0-5 year index on a total return basis. This will provide for accountability of price changes in the portfolio and help inform the decision process related to the duration of the portfolio.

10.3 Compliance Report:

A compliance report will be generated quarterly comparing the portfolio positions to this investment policy.

10.4 Accounting Method

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to the Governmental Accounting Standards Board (GASB).

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation in the investment program and in accordance with generally accepted accounting principles.

11.0 INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be adopted by the City Council as a Resolution.

The Policy shall be reviewed annually by the Investment Committee, as defined in SMC 3.41.010 and the Investment Procedures. Any modifications shall be submitted and approved by City Council.

12.0 GLOSSARY OF TERMS

Agency Securities or Agency Obligations: Government sponsored enterprises of the US Government. A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally Sponsored Agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee.

Asset: Available property, as for payment of debts

Bid: The indicated price at which a buyer is willing to purchase a security or commodity. When selling a security, a bid is obtained. (See Offer)

Book Value: The price paid for a security or investment.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually.

Broker: An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

Certificates of Deposit: Instruments issued by a bank specifying that a sum of money has been deposited, payable with interest to the bearer of the certificate on a certain date.

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Dealer: An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

Delivery: Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is the delivery of securities with an exchange of money for the securities.

Demand Deposit: A deposit of money that can be withdrawn without prior notice.

Diversification: Dividing available funds among a variety of securities and institutions so as to minimize market risk.

Duration: A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

Finance Industry Regulatory Authority (FINRA): An independent, nongovernmental organization that writes and enforces the rules governing registered brokers and broker-dealer firms in the United States. Its stated mission is "to safeguard the investing public against fraud and bad practices."

Full Faith and Credit: Indicator that the unconditional guarantee of the United States government backs the repayment of debt.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "governments."

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Investment Advisor: Investment advisor services may include investment management oversight, investment research, portfolio analysis, portfolio reporting and portfolio recommendations based upon the specific investment policy and investment objectives of each client. Clients must approve any such recommendations before the securities are purchased or sold in their accounts.

Investment Core Funds: Core funds are defined as operating fund balance and other fund balances that exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the City.

LGIP: Local Government Investment Pool run by the State of Washington Treasurer's office established to help cities with short-term investments.

Mark-to-Market: Adjustment of an account or portfolio to reflect actual market value rather than book price, purchase price or some other valuation.

Marketable Securities: Any equity or debt instrument that can be converted into cash with ease (bonds, certificates of deposit).

Market Value: The market value of a security is the price at which can be sold on that date.

Maturity: The date upon which the principal or stated value of an investment becomes due.

Municipal Debt Obligations or Securities: Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

Portfolio: A collection of securities held by an individual or institution.

Principal: The cost of an instrument on which interest is earned.

Prudent Person Rule: A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

Public Deposit Portection Commission (PDPC): Comprised of the State Treasurer, Governor, and Lieutenant Governor. Ensures public funds deposited in banks are protected if a financial institution becomes insolvent.

Repurchase Agreement: Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

Safekeeping: An arrangement under which an organization’s securities are kept in a bank vault or in the case of book entry securities, are held and recorded in the customer’s name. Evidence of this arrangement is a safekeeping receipt.

Secondary Market: A market where certain securities may be bought and sold at prevailing market prices after their initial distribution but before their stated maturity date.

Transaction Report: A report detailing transactions (purchases or sales) that occurred in since the last reporting period.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Obligations: Bonds or notes of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Weighted Average Maturity: A weighted average of the expiration dates for a portfolio of debt securities. An income fund's volatility can be managed by shortening or lengthening the average maturity of its portfolio.

Wire Transfer: A virtually instantaneous electronic transfer of funds between two financial institutions.

Yield: The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

RESOLUTION NO. 19-013

A RESOLUTION of the City Council of the City of SeaTac, Washington, to finalize the 2019 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;

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.

PASSED this 22nd day of October, 2019, and signed in authentication thereof on this 22nd day of October, 2019.

CITY OF SEATAC


Clyde Hill, Deputy Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

EXHIBIT A

2019 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP thru 6-30-19

<u>Payee</u>	<u>Amount</u>	<u>Comments</u>
Michelle Lynn Davis	\$ 4.00	Bail Refund
Tameshia Sims Butcher	\$ 200.00	Bail Refund

TOTAL MUNICIPAL COURT \$204.00

Finance Dept Records sent to UCP 7-1-15 thru 6-30-16

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
111539	7/20/2015	\$ 23.67	Eric Taschereau	BOA/Uncashed
111554	7/20/2015	\$ 33.12	Hazel Y Cruz	BOA/Uncashed
111580	7/20/2015	\$ 38.85	Jonathan Book	BOA/Uncashed
111607	7/20/2015	\$ 29.07	Larry Raplee	BOA/Uncashed
111683	7/20/2015	\$ 20.00	Tamara Robertson	BOA/Uncashed
111848	8/5/2015	\$ 55.61	Phill Roth	BOA/Uncashed
111887	8/5/2015	\$ 58.06	Victor Santie	BOA/Uncashed
111934	8/20/2015	\$ 50.00	Dahlak Gesese	BOA/Uncashed
112149	9/4/2015	\$ 32.23	Joann Kosai-Eng	BOA/Uncashed
112176	9/4/2015	\$ 299.28	Navia Benefit Solution	BOA/Uncashed
112404	10/5/2015	\$ 27.89	Adam Weitzel	BOA/Uncashed
112407	10/5/2017	\$ 34.92	Arturo Zamora	BOA/Uncashed
112670	10/20/2015	\$ 7.50	Tim Lowell	BOA/Uncashed
112902	11/20/2015	\$ 28.91	Donica Arnold	BOA/Uncashed
113159	12/18/2015	\$ 6.49	Adrienne Rawlinson	BOA/Uncashed
113180	12/18/2015	\$ 8.00	Barbara Reed	BOA/Uncashed
113206	12/18/2015	\$ 7.00	Docia Marchand	BOA/Uncashed
113207	12/18/2015	\$ 27.00	Dominick Chialante	BOA/Uncashed
113215	12/18/2015	\$ 10.00	Elsabet Endeshaw	mail returned
113245	12/18/2015	\$ 5.00	Jackie Fiebig	BOA/Uncashed
113248	12/18/2015	\$ 15.00	Jazlene Barahona	mail returned
113258	12/18/2015	\$ 7.00	Judi Mina	mail returned
113327	12/18/2015	\$ 11.00	Sarah Ranger	BOA/Uncashed
113333	12/18/2015	\$ 3.00	Sheila Joslin	BOA/Uncashed
113339	12/18/2015	\$ 40.00	Stephanie Hahn-Wagne	BOA/Uncashed
113383	12/31/2015	\$ 53.00	Brian Nelson	BOA/Uncashed
113396	12/31/2015	\$ 14.98	Dawn Yackel	mail returned
113405	12/31/2015	\$ 7.50	Hana Virga-Wolde	BOA/Uncashed
113411	12/31/2015	\$ 3.00	Holly Urquhart	BOA/Uncashed

113432	12/31/2015	\$	243.60	Kristin B Dunlap	BOA/Uncashed
113443	12/31/2015	\$	4.70	Maria Valdivia	mail returned
113842	2/5/2016	\$	384.92	Skyway Inn Airport Park	BOA/Uncashed
114284	4/5/2016	\$	50.00	Isileu Naitoko	mail returned
114431	4/20/2016	\$	27.67	Kong Vang	mail returned
114462	4/20/2016	\$	100.00	Ping Lau	mail returned
114470	4/20/2016	\$	20.00	Robert Elder	mail returned

TOTAL FINANCE DEPT **\$ 1,787.97**

GRAND TOTAL **\$1,991.97**

RESOLUTION NO. 19-014

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring its intent to designate its defined Urban Center as a Residential Targeted Area pursuant to RCW 84.14.040, and establishing a date and time for a public hearing to consider this matter.

WHEREAS, RCW 84.14 authorizes cities to establish processes to provide for limited exemptions from ad valorem property taxation for qualified new multi-family housing; and

WHEREAS, RCW 84.14 limits the use of the tax exemption to “Residential Targeted Areas” to urban centers, as defined by the governing authority; and

WHEREAS, in 2008, the City of SeaTac established a multi-family property tax exemption (MFTE) program as an incentive for the development of multi-family housing within the South 154th Street Station Area and the SeaTac/Airport Station Area; and

WHEREAS, the City Council desires to expand the Residential Targeted Area to include the entire Urban Center as defined in the City of SeaTac Comprehensive Plan; and

WHEREAS, RCW 84.14.040 (2)(3) requires that a public hearing be held prior to taking any action to designate a Residential Targeted Area;

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

Section 1. Resolution of Intent. The SeaTac City Council declares its intent to designate the entire Urban Center, as defined in the City of SeaTac Comprehensive Plan, as a Residential Targeted Area pursuant to RCW 84.14.

Section 2. Public Hearing. The SeaTac City Council will hold a Public Hearing will be held at 6:00 p.m. on November 12, 2019, in the SeaTac City Council Chambers, 4800 S. 188th St., SeaTac, Washington. At this Public Hearing, the City Council will consider comments for and against designating the entire Urban Center as a Residential Targeted Area pursuant to RCW 84.14. The City Clerk is directed to provide, at a minimum, published notification pursuant to RCW 84.14.040 (3).

PASSED this 22nd day of October, 2019 and signed in authentication thereof on this 22nd day of October, 2019.

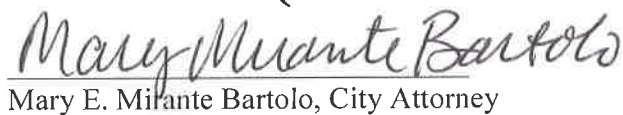
CITY OF SEATAC


Clyde Hill, Deputy Mayor

ATTEST:


Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary E. Milante Bartolo, City Attorney

[SMC 3.85 MFTE Resolution of Intent]