

RESOLUTION NO. 20-001

A RESOLUTION of the City Council of the City of SeaTac,
Washington, adopting the City Center Plan Update Phase 1 Project
Vision Report.

WHEREAS, the City Center Plan, has not been updated since its adoption in 1999, and
its twenty-year planning time frame ended in 2019; and

WHEREAS, in 2017 City Council adopted Policy 2.1A-1, Review and potentially amend
the City Center Plan in the near future; and

WHEREAS, the City Center Plan Update Phase 1 Project Vision Report identifies an
updated Vision, Principles and Urban Design Concept that are supported by community
members and business and property stakeholders; and

WHEREAS, the City's public outreach program included a planning project with
students from Tyee High School, three focus groups, two large community meetings, one-on-one
interviews with major business and property stakeholders, a stakeholder workshop, and an on-
line questionnaire; and

WHEREAS, the Phase 1 Vision Report establishes the planning framework for Phase 2
of the City Center Plan Update Project, which will be focused on the completion of a sub-area
plan that implements the community-stakeholder vision; and

WHEREAS, the Planning Commission reviewed the Phase 1 Vision Report at duly-
noticed open public meetings on February 4 and February 18, 2020, and on February 18, 2020,
made a recommendation of adoption; and

WHEREAS, the Planning and Economic Development (PED) Committee reviewed the
Phase 1 Vision Report at duly-noticed open public meetings on January 23 and February 27,
2020, and on February 27, 2020, made a recommendation of adoption; and

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

Section 1. The SeaTac City Council adopts the City Center Plan Update Phase 1 Project Vision Report, which is attached to this Resolution as Exhibit A. The Phase 1 Vision Report establishes the planning framework for Phase 2 of the project which will result in the completion of a sub-area plan.

PASSED this 10th day of March, 2020, and signed in
authentication thereof on this 10th day of March, 2020.

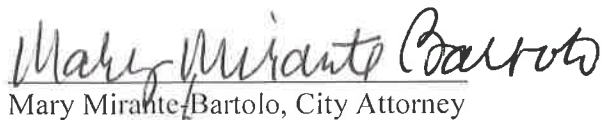
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Effective Date: 3/10/2020]

[City Center Plan Update Phase 1 Vision Report Resolution]



CITY CENTER PLAN UPDATE PHASE 1 VISION REPORT

February 2020



ACKNOWLEDGEMENTS

The City of SeaTac wishes to thank and acknowledge all of the individuals and groups who dedicated their time and energy to the creation of this shared vision.

WORKSHOP ATTENDEES

Cathy Boysen Heiberg
Boysen & Boysen, LLC.

Larry Heiberg
Boysen & Boysen, LLC.

Perry Wall
Clarion Hotel SeaTac

Mark Hollander
Crowne Plaza Hotel

Ken Stockdale
Crowne Plaza Hotel

Wes Wood
Dollar Development

Richard Scherzinger
Hilton Hotels

Dan Watson
King County Housing Authority

Charles Bassett
L&R Group/Wally Park

Roger McCracken
Master Park

Tom Hooper
Port of Seattle

Stan Tombs
SeaTac City Council

Carl Cole
SeaTac City Manager

Clyde Hill
SeaTac Deputy Mayor

Erin Sitterley
SeaTac Mayor

Tej Basra
SeaTac Planning Commission

Katherine Kertzman
Seattle Southside Regional Tourism
Authority

Mara D'Angelo
Sound Transit

Thatcher Imboden
Sound Transit

Katie Drewel
Sound Transit

Pat Callahan
Urban Renaissance Group

JoLene Parks
Urban Renaissance Group

FOCUS GROUP PARTICIPANTS

Sea-Tac Airport Workers
Windsor Heights Residents
Bow Lake Mobile Home Park Residents

OPEN HOUSE ATTENDEES

Tyee High School Student Group

Don Brooks

Neal Ball

Sam Dereese

Paul Jackson

Roger Kadeg

Stan Benson

Rosalyn Jonas

Charles Seitz

Ine Boysen

Christina Palicka

Harriet McMillon

Brittany Steward

Kathryn Roberts

James A Maga

Virginia Olsen

Rita Marlow

Katherine & Drake Pesce

Michael J. Thornton

Ronny Seldal

Mary Hoey

Robert Merlino

Sallie Palella

Carey Douglas

Pattie Goodall

Siddie McCollum

Vicki Lockwood

Earl Gipson

Dave McMullen

Maile Valu

Toka Valu

Stan Tombs

Wesley Gibbs

Michael J West

Christina Boysen Palicka

Luke Irwin

Kathy Unmuth

Taryn Hill

Carolyn Cloutier

Ted Marlow

CITY OF SEATAC CITIZEN ADVISORY COMMITTEES

Hotel/Motel Tax Advisory Committee
Planning Commission

CITY OF SEATAC TECHNICAL ADVISORY COMMITTEE

Steve Pilcher
Director of Community & Economic
Development

Jennifer Kester
Planning Manager

Aleksandr Yeremeyev
Economic Development Manager

Kate Kaehny
Senior Planner & Project Manager

CONSULTANT TEAM

BDS Planning & Urban Design

Brian Scott

Gabriel Silberblatt

Ishmael Nuñez

Dan Lolic

Toole Design

Amalia Leighton-Cody

Katherine Knapp

E D. Hovee & Company
Eric Hovee



PLAN ON A PAGE

PURPOSE

The City Center Plan Update Phase 1 Project Vision Report is written to document consensus about a path forward for the district. This document charts a shared vision for the City Center area that brings together diverse perspectives of people who care deeply about the future of the area. The Vision, Principles, and Objectives in this Report have support from SeaTac's elected representatives, major private and public stakeholders, the broader community, and City staff. Agreement on these shared elements creates a strong critical foundation for the next phase of planning work that will occur in Phase 2.

VISION

The global gateway to the Pacific Northwest, SeaTac Landing* is an active hub providing residents, workers, and visitors alike with a diverse set of experiences in an enticing, contemporary, and walkable urban district.

PRINCIPLES

- Economic Prosperity
- Attractive Public Realm
- Mix of Complementary uses
- Efficient Circulation

NEXT STEPS

- Completion of Phase 2 sub-area Plan

NEAR TERM PROJECTS

- International Boulevard Corridor Safety Study
- Station area pedestrian access improvements
- Continued communication and coordination with stakeholders to complete phase 2 and explore the potential formation of a business improvement association or some other such group.



SeaTac City Center Boundary

This 350 acre district is located in central SeaTac, immediately adjacent to the airport and SeaTac/Airport light rail station, with boundaries extending along the International Boulevard corridor from S 188th Street to approximately S 166th Street.

* "SeaTac Landing" is the Phase 1 name of the district.
The final name will be confirmed as part of the Phase 2 planning process.

PROCESS

This focused six-month planning process was designed to engage a breadth of important local voices.

Before the process formally began, City Planning Staff worked with students from Tye High School's Advanced Marketing Class on various activities including creating infographics, collecting questionnaires and doing a "walking audit" to learn about the area.

Once the BDS Planning team was brought on board, the consulting team conducted confidential interviews with many private and public stakeholders to learn about their candid assessments of the district. While the consulting team developed current economic and transportation assessments of the district, **three targeted focus groups were convened to hear from district voices that are often harder to hear:** 1) airport workers, 2) residents of Windsor Heights Apartments and 3) The Bow Lake Mobile Home Park Home Owners Association. Core overlapping themes that emerged from all of the focus groups were:

- The need to strengthen district identity and brand
- Pedestrian access to key regional transportation assets
- Lighting in public spaces as a personal safety issue
- Importance of naturally occurring affordability
- A desire for aesthetic enhancements that would foster community pride



Tye HS Students' Walking Audit



Airport Workers Focus Group



Windsor Height Focus Group

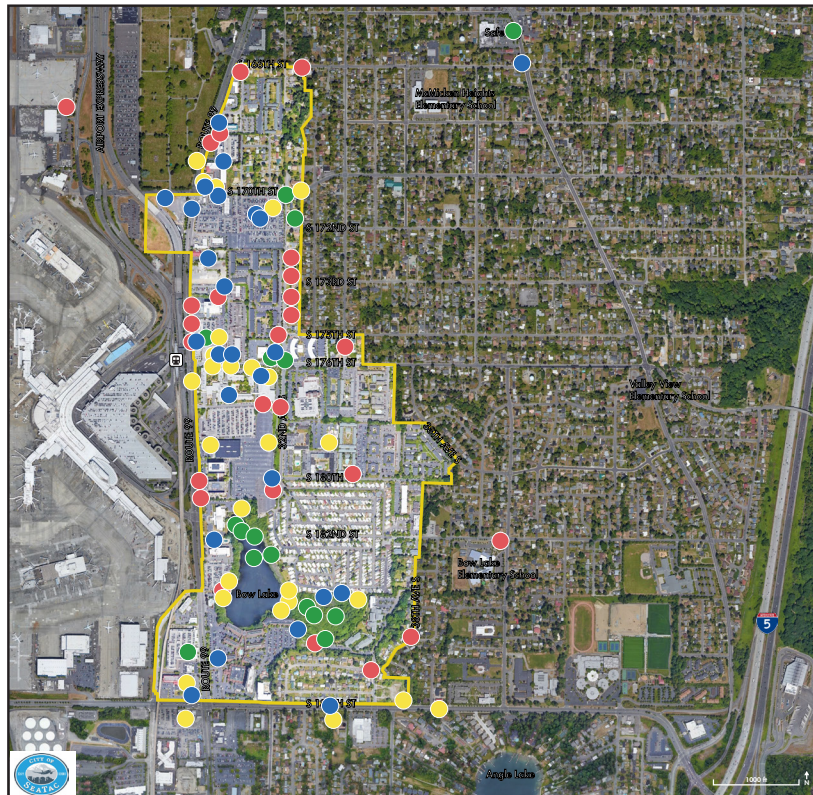


A community Open House was held at McMicken Heights Elementary School on October 23, 2019. Participants were asked to provide their values, fears, priorities, and a one-word description of the City Center. They were also able to provide feedback through the interactive mapping exercise, and mapping stations focused on vehicular and pedestrian constraints and opportunities.

Participants' most valued aspects regarding the district converged among four themes 1) Access to transit/light rail; 2) An inviting environment for residents and visitors; 3) A variety of shopping opportunities; and 4) a focus on community and local residents.



October 3 Open House



QUESTIONS:

- Where would you like to be able to shop?
- Where would you like to be able to eat?
- Where would you like to be able to play/recreate?
- Where could sidewalks be added or improved to make walking easier?

LEGEND:

- Seatac City Center Boundary

Consolidated responses from all community engagement activities



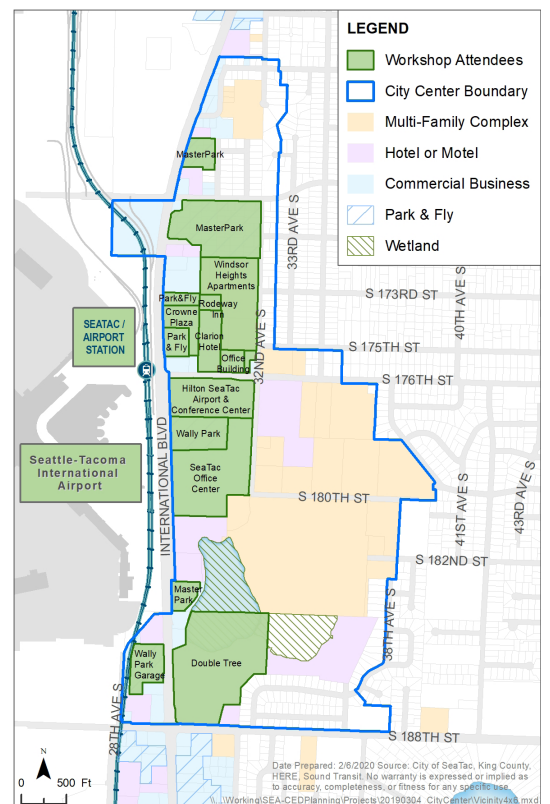
Armed with this detailed input from the focus groups and community open house, the consulting team convened a stakeholder workshop comprised of property owners and public partners who have a vested interest in the vitality of the district. During the workshop on November 26th, 2019, attendees received a presentation from the consultant team describing the outcomes of stakeholder and community engagement, as well as the technical assessments of BDS (Urban Design), E.D. Hovee (Economics), and Toole Design (Transportation Infrastructure).



November 26 Stakeholder Workshop

The consultant team identified two distinct sub areas within the City Center area of study—one focused on residential and another on more intensive commercial uses. The map on page 9 depicts the general boundaries of these sub-areas. The consultant team then presented a draft vision and principles for the district which was referred to as **“SeaTac Landing”** by the consulting team.

Having achieved consensus around the high level vision and principles for the district, workshop attendees broke into small groups to offer their specific ideas about necessary priority outcomes (in Urban Design, Transportation, Economic Development, and Implementation) that would be necessary in the next five years in order to make collective progress on achieving the Vision. The consulting team synthesized these priority outcomes into the objectives that appear in the following section and worked with the City of SeaTac to identify actions that should be taken in the near term to tackle them.



Map of Workshop Attendees

The global gateway to the Pacific Northwest, SeaTac Landing* is an active hub providing residents, workers, and visitors alike with a diverse set of experiences in an enticing, contemporary, and walkable urban district.

PRINCIPLES

1

Economic Prosperity

Prosperity for all is achieved through improved land value, more diverse employment opportunities, and increased tax revenue.

2

Attractive Public Realm

The comfort, quality, and programming of streets and public spaces entices people to come out and linger in the district.

3

Mix of Complementary Uses

Development supports a mix of office, lodging, retail, and airport service uses that are mutually supportive of one another.

4

Efficient Circulation

Access to and between major activity centers limits congestion and maximizes mobility for all modes, including air.



* "SeaTac Landing" is the Phase 1 name of the district. The final name will be confirmed as part of the Phase 2 planning process.

DISTRICT URBAN DESIGN CONCEPT

In accordance with the district Vision and Principles, this section describes a consensus urban design concept for the district. In short, the concept is for a district that sustains two sub areas with distinct characters: an urban, airport-serving, and mixed-use district along International Boulevard (mapped orange) and a residential area stepping down in intensity to meet the single family neighborhoods at the eastern-most boundary (mapped yellow).

Airport Business District

The western portion of the district fronting International Boulevard should develop as a mixed-use “aerotropolis” (or airport city) where each new development provides added incentive not just to pass through – but linger. Class A office space, conferencing, traditional and flexible lodging, and dining/entertainment/small retail will establish SeaTac as the complete one-stop package deal. Specific market-driven opportunities for this concept are:

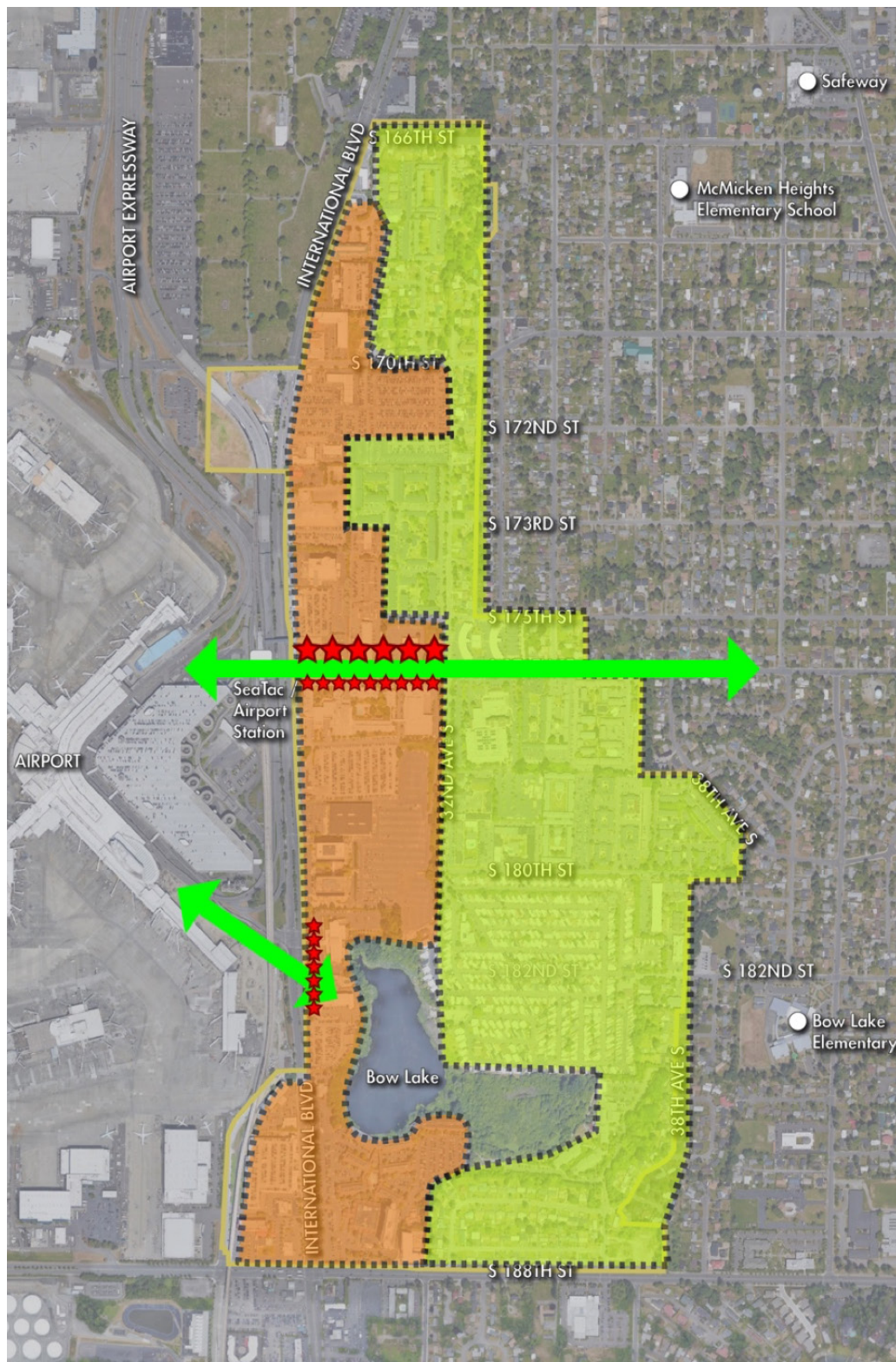
- Improved linkages with the airport to better connect airport visitors and workers with the district’s airport services – specifically including lodging, extended stay, convenience retail/dining and park & fly.
- Expanded office employment for businesses with global footprint and as an emerging southside Class A office cluster.
- Preparation for potential reduction in future parking demand with changes in vehicle technology and consumer preferences – eventually freeing up land for other airport and community driven transit-oriented and mixed-use development concepts.

In the urban design concept map on page 9, red stars indicate the location of near-term priority actions. These areas indicate locations where retail service hubs, pedestrian improvements and redevelopment consistent with the Vision and Principles will be essential to building broader momentum for the district. The larger red stars indicate greater near term potential for pedestrian-oriented services. Similarly, the green arrows indicate special focus for right of way improvements and district access based on current and future pedestrian activity.

Residential Multi-family

The multi-family residential area away from the International Boulevard corridor (mapped yellow) currently provides housing that is affordable and allows many airport and service workers easy access to their jobs and transit. The urban design concept for future development in this area is to remain consistent with the existing multi-family, better served by improved and added sidewalks, street infrastructure, and lighting. Wherever possible, residential developments should become more connected by public right of way or privately owned and maintained areas.





Legend

- Airport Business District
- Residential District
- ★ Retail service hub locations

SeaTac Landing Sub-Districts

OBJECTIVES & ACTIONS

The following section describes objectives for the district that are consistent with the vision. Objectives are concise outcome-oriented statements organized within four categories: Urban Design, Transportation, Economic Development and Implementation. Each objective is accompanied by one or more specific actions that should be taken to help realize this priority for the district.

Urban Design

1. Enhance image and aesthetics of district

- Confirm name and brand for district to establish a consistent image and urban design for public spaces and new development
- Improve wayfinding and visual continuity throughout district, including between district and airport
- Explore role of public art in enhancing district
- Identify public realm improvements through the creation of streetscape design guidelines, and install design treatments (i.e. pedestrian lights, street furniture, wayfinding/signage, and public art)

2. Identify potential gaps in open space, including locations for recreation and gathering

- Ensure coordination between Phase 2 sub-area planning process and Parks, Recreation and Open Space (PROS) Plan Update project

3. Activate public and private spaces with programming

- Identify potential short-term uses (i.e. food trucks and cultural events) to activate and draw interest in district

4. Refine urban design framework to ensure consistent urban form throughout district

- Add more detail to urban design concept in Phase 2 to ensure appropriate urban form in all district locations, including retail-service hubs (activity centers) on S 176th Street and along International Blvd near S 182nd Street
- Update current design standards to match adopted vision



Transportation

1. Improve traffic flow and maximize mobility for all modes of transportation

- Explore strategies to ease congestion, enhance vehicle and pedestrian connections throughout the district and increase access to and from parcels

2. Enhance comfort and experience of walking

- Identify appropriate sidewalk improvements that address pedestrian safety including the type and design of pedestrian facilities
- Develop and implement a pedestrian lighting plan
- Study locations of pedestrian facilities on west side of International Blvd
- Address the cleanliness and maintenance of public and private spaces

3. Improve crossings of International Blvd between the airport and the district (especially at S 176th and S 182nd)

- Explore options to enhance safety and mobility for all modes including such things as grade separation of pedestrians

4. Ease flow of traffic by encouraging access through and between private property wherever possible

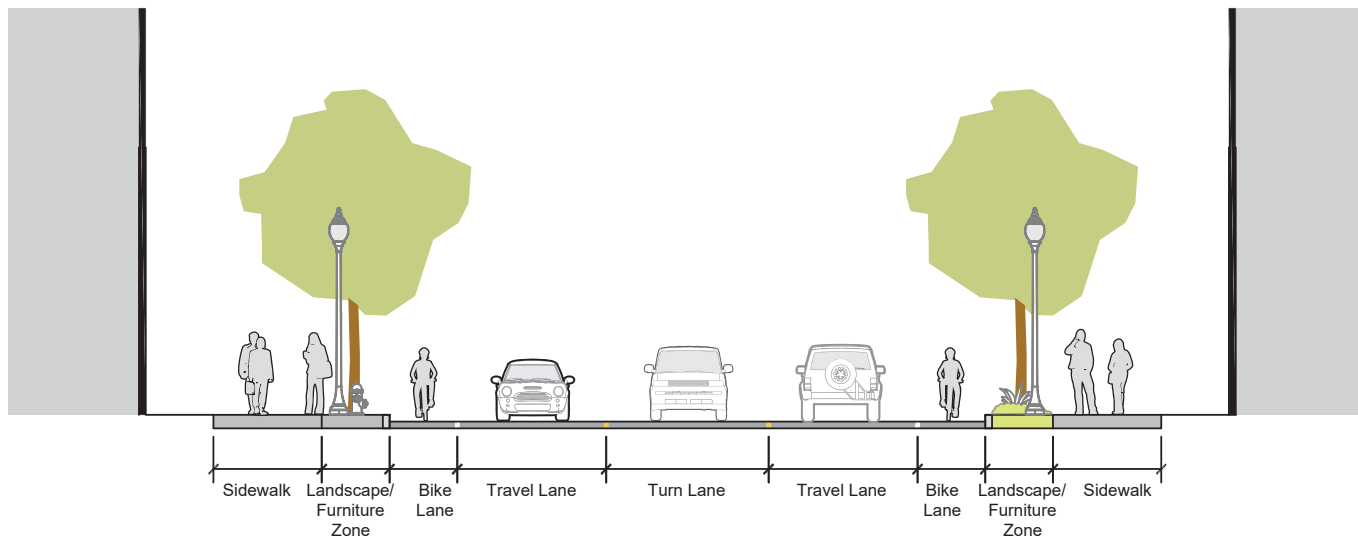
- Identify strategies to incentivize improvements to access through and between parcels as properties are redeveloped

5. Explore alternative strategies for mobility within and throughout the district

- Identify how new or alternative transportation methods could improve mobility such as shuttle programs or the potential of autonomous vehicles or other methods or technologies

6. Ensure Public Works funded projects within district help implement the community-stakeholder supported vision for district

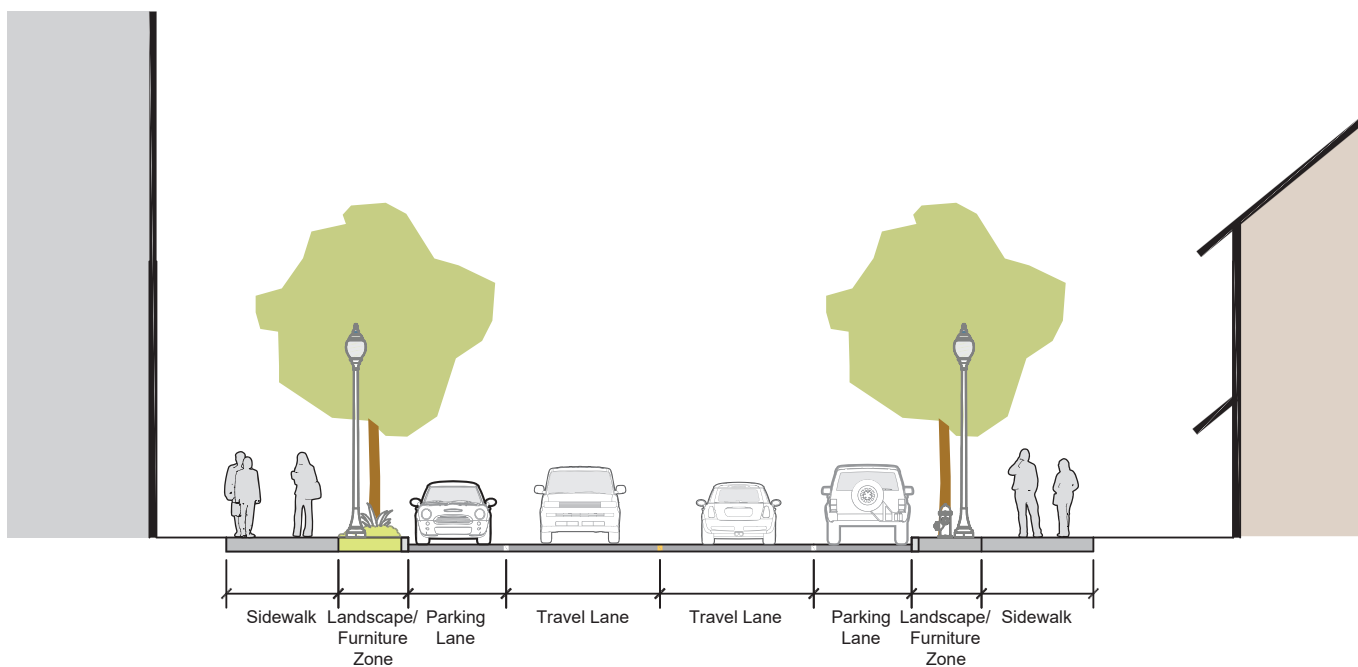
- Continue inter-departmental coordination of projects to ensure alignment of transportation infrastructure projects with vision for the district
- Ensure funding for pedestrian light standards allocated as part of currently funded projects



Elements on Arterial Street

* All facilities shown in the street concept may not fit within existing right-of-way

Toole Design, 2020



Elements on Local Street

* All facilities shown in the street concept may not fit within existing right-of-way

Toole Design, 2020

These street images are illustrative concepts that identify the types of facilities that would implement the vision



Economic Development

1. Pursue economic development activities that strengthen the airport business district on the west and neighborhood district to the east

- Identify programmatic, regulatory, infrastructure and other City actions that promote existing and potential uses that enhance the airport business district and adjacent neighborhood district
- Explore opportunities to expand office development and the branding of the district as a south end regional office center
- Pursue options to incentivize mixed use hotel/commercial/office or other mixed use development, e.g. through pilot programs that explore things like the streamlining of regulatory and environmental review
- Analyze the need for workforce housing and other affordable and market rate options and identify a strategy that provides a variety of residential opportunities for diverse income levels
 - Study items should include residential opportunities, displacement risks/mitigation, housing/amenity strategies (and how they are connected)

2. Promote retail/service hubs (activity centers) along S 176th near International Blvd and along International Blvd near S 182nd St

- Identify strategies to encourage the development of restaurants, shops and other pedestrian-oriented services along S 176th and near the intersection of S 182nd & International Blvd

3. Encourage businesses and services that address and leverage the needs of visitors, workers and residents

- Examine strategies that promote co-location of airport-related uses with shopping, restaurant and other retail services
- Explore a food hall concept with multi-cultural foods for siting small, local business incubation (food and culture)

4. Identify redevelopment opportunity sites

- Conduct opportunity site analysis to understand potential redevelopment options of district properties
- Identify goals for long term use of Sound Transit Kiss & Ride site

5. Explore how to allow pilot projects that can catalyze other development and the implementation of community-stakeholder vision

- Study the creation of a pilot programs that promote development such as the utilization of development agreements or other mechanisms, including those that promote innovative development/design

6. Explore branding/marketing options for district

- Identify funding needs and benefits of branding/marketing plan and undertake creation of plan as appropriate



Planning/ Implementation

1. Fund Phase 2 to complete a sub-area plan to ensure that:

The community-stakeholder supported vision for the district is implemented

The existing City Center Plan and associated zoning code overlay district and repealed and replaced

- Identify scope of work and funding needs and obtain City Council approval for Phase 2 sub-area plan and zoning update project
- Phase 2 should include sufficient funding for zoning code/overlay district update to address:
 - Potential changes to parking requirements, especially in regards to hotels
 - Urban landscape standards that are more appropriate for area
 - Missing uses in use charts, such as doggie day care
 - Other code changes that better implement the community-stakeholder supported vision for district
- Explore viability of SEPA Planned action for sub-area plan

2. Organize business interests for an intentional and coordinated focus on implementing community-stakeholder supported vision of district

- Identify approach for on-going stakeholder engagement and potential formation of business improvement association or other such group



Pedestrians along International Boulevard in front of Airport Hilton

APPENDICES

List of appendices for Phase 1:

Appendix A:

Market Opportunities Assessment

- SeaTac City Center Economic Opportunities Review (E.D. Hovee & Company, LLC)

Appendix B:

Infrastructure Opportunities Assessment

- SeaTac City Center Area Transportation and Utility Infrastructure Analysis
Needs Assessment and Opportunities (Toole Design)

Appendix C:

Community Engagement

- Community/Stakeholder Engagement Record of Activities
- Tyee High School Student Project Presentation
- Comments from Attendees of Community Planning Meetings #1 & #2
- Responses to On-line Project Questionnaire
- Community Engagement Summary
- Stakeholder Workshop Summary



Signage at transit plaza on International Boulevard and S 176th Street



RESOLUTION NO. 20-002

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City's Fee Schedule pertaining to Transportation Concurrency.

WHEREAS, the City Council has determined that it is appropriate to amend the City's Fee Schedule by adding a fee for the review of applications for transportation concurrency;

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

Section 1. The City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services is amended to add the following fee to the section "Other Engineering Inspections and Fees":


Transportation Concurrency Application and Review One Hour (at standard hourly rate).

PASSED this 24th day of March, 2020 and signed in authentication thereof on this 24th day of March, 2020.

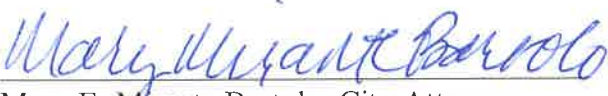
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Fees for Transportation Concurrency]

RESOLUTION NO. 20-003

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the City Manager to execute a Multi-Family Tax Exemption Agreement and an Easement for Maintenance for Private Improvements in the Public Right-of-Way with Polaris at SeaTac, LLC related to the proposed development at the SeaTac Center site.

WHEREAS, RCW 84.14 and SMC 3.85 provide for a property tax exemption for the construction of multifamily housing; and

WHEREAS, an application for a multifamily tax exemption has been received by the City for the Polaris at SeaTac multifamily mixed-use development, that will create 385 new apartments in the City's 154th Street Station Area; and

WHEREAS, all of the apartments in the Polaris at SeaTac project will be rent – and income-restricted at 60% of the King County Area Median Income; and

WHEREAS, the Polaris at SeaTac project qualifies for a 12-year exemption pursuant to RCW 84.14.020 (1)(a)(ii)(A); and

WHEREAS, pursuant to SMC 3.85.070, the City Manager has approved the application, and an agreement between the City and Polaris at SeaTac must be entered in order for the City to issue a Conditional Certificate of Tax Exemption; and

WHEREAS, it is also necessary for the City to grant an aerial easement to Polaris at SeaTac, LLC, for the placement of canopies and a cantilever of a building over the sidewalk within the right-of-way;

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

Section 1. The City Manager is authorized to execute the Multi-Family Tax Exemption Agreement with Polaris at SeaTac, LLC, in substantially similar form as attached hereto as Exhibit A.

Section 2. The City Manager is authorized to execute an Easement for Maintenance for Private Improvements in the Public Right-of-Way with Polaris at SeaTac, LLC, in substantially similar form as attached hereto as Exhibit B.

PASSED this 14th day of April, 2020 and signed in authentication thereof on this 14th day of April, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

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

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT BETWEEN THE CITY OF SEATAC AND
POLARIS AT SEATAC, LLC FOR POLARIS AT SEATAC**

THIS MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT (“Agreement”) is entered into this _____ day of April, 2020, by and between the City of SeaTac, a Washington municipal corporation (the “City”) and Polaris at SeaTac, LLC, a Washington limited liability company (the “Owner”).

RECITALS

WHEREAS, the City has an interest in increasing residential opportunities by stimulating construction of new multi-family housing in the South 154th Street Station Area, as designated in the City’s Comprehensive Plan (“154th Street Station Area”) to increase housing opportunities; and

WHEREAS, the City also seeks to achieve development densities that enhance the use of the community’s mass transit opportunities and the public investment in such opportunities and promote community development and fulfillment of the City’s South 154th Street Station Area Plan; and

WHEREAS, the City has, pursuant to the authority granted to it by RCW 84.14, designated the City’s Urban Center, as designated in the City’s Comprehensive Plan, as a Residential Targeted Area for the provision of either eight- or twelve-year limited multi-family property tax exemptions (“MFTE”) for qualifying multi-family residential housing; and

WHEREAS, the South 154th Street Station Area is located with the City’s Urban Center; and

WHEREAS, the City has, through Chapter 3.85 of the SeaTac Municipal Code (“SMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the King County Assessor that the property owner is eligible to receive a limited property tax exemption; and

WHEREAS, pursuant to SMC 3.85.060, the Owner submitted to the City a complete application, dated April 17, 2019 (the “Application”), for a twelve-year MFTE for constructing 365 units of new multi-family residential housing located in the South 154th Street Station Area, to be referred to as the “Polaris at SeaTac” mixed-use development (the “Project”, more specifically described below); and

WHEREAS, pursuant to SMC 3.85.070, the City’s Community and Economic Development Director and the City Manager have determined that the Project, if completed as proposed, satisfies the requirements for a twelve-year Final Certificate of Tax Exemption as required under Chapter 3.85 SMC and has approved the Owner’s Application; and

WHEREAS, the SeaTac City Council passed Resolution No. 20- ____ approving this Agreement and the terms of the Project and eligibility for the MFTE under Chapter 3.85 SMC;

AGREEMENT

NOW, THEREFORE, the City and the Owner do mutually agree as follows:

1. Subject Property and Project.

1.1. The Property. The Owner has submitted to the City preliminary site plans and floor plans for multi-family residential housing (the project details described more fully below), located at 15307 International Boulevard South, in the City's South 154th Street Station Area, and further described Parcel A, Polaris at SeaTac Lot Line Adjustment File No. _____, recorded _____, 2020, under King County Recording No. _____; (the "Property").

1.2. The Project. The proposed Project on the Property is a multi-family development that will consist of two mixed-use buildings with a total of 365 units of affordable family apartments in a mix of studio, one-bedroom, two-bedroom, and three-bedroom apartments, approximately 20,000 square feet of ground level commercial space, and parking. Rents will be consistent with 60% of Adjusted Median Income ("AMI") limits.

2. Conditional Certificate of Acceptance. Upon execution of this Agreement by all parties, the City shall issue the Owner a conditional certificate of acceptance of tax exemption ("Conditional Certificate"), which shall expire three (3) years from the date of City Council approval unless an extension is granted by the City pursuant to SMC 3.85.070 (D).

3. Final Certificate of Tax Exemption.

3.1. Project Requirements. To qualify for a final certificate of tax exemption ("Final Certificate"), the Owner shall complete construction of the Project on the Property:

3.1.1. in compliance with SMC 3.85.040;

3.1.2. substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement;

3.1.3. pursuant to the Development Agreement entered into between the City and the Owner related to the Project (King County Recording # _____);

3.1.4. pursuant to all applicable Project permit conditions and requirements;

- 3.1.5. in compliance with all other generally applicable local, state, and federal land use, environmental, development, and building regulations; and
- 3.1.6. within the three-year time period as provided for on the Conditional Certificate, or within any extension thereof granted by the City.
- 3.2. **Application for Final Certificate.** The Owner may request a Final Certificate upon completion of the Project and the City's issuance of either a temporary or permanent certificate of occupancy. Such request shall be submitted pursuant to the requirements of SMC 3.85.100.
- 3.3. **Granting of Final Certificate.** The City shall review and either grant or deny the Owner a Final Certificate for the Project pursuant to SMC 3.85.100.
- 3.4. **Annual Reporting.** Upon the City's granting of a Final Certificate, the Owner shall be responsible to comply with the annual certification and reporting requirements pursuant to SMC 3.85.110, in addition to any and all other reporting requirements of the King County Assessor's office, to maintain the tax exemption status.
- 3.5. **Cancellation of Tax Exemption.** The tax exempt status of the Project may be cancelled, and the Final Certificate revoked, pursuant to SMC 3.85.120.

4. **General Provisions.**

- 4.1. **Statute References.** In this Agreement, unless the context otherwise requires, a reference to the SMC or other statute or law is a reference to that provision as extended, applied, amended, or enacted from time to time and includes any subordinate legislation.
- 4.2. **Covenants Running with the Land.** The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.
- 4.3. **Amendment.** This Agreement may not be modified or amended except by writing signed by the parties and pursuant to SMC 3.85.080.

- 4.4. Assignment.** The Owner shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 4.5. No Waiver.** Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 4.6. Severability.** Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.
- 4.7. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by first class or certified mail with postage prepaid to the address included in the signature block below, or to such other person or place as one party shall furnish to the other in writing. Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.
- 4.8. Governing Law/Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.
- 4.9. Attorney's Fees.** If any party initiates legal proceedings related to the validity, construction, enforcement, interpretation, or breach of this Agreement, the substantially prevailing party shall be entitled to all costs of such proceedings including reasonable attorney's fees. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.
- 4.10. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.
- 4.11. Recording.** Upon execution by all parties, the Owner shall timely record this Agreement against the Property with the King County Auditor at the sole expense of the Owner.
- 4.12. Authority.** Each individual executing this Agreement on behalf of the City and the Owner represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of each.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SEATAC

POLARIS AT SEATAC, LLC

By: _____
Printed Name: Carl C. Cole
Title: City Manager
Date: April 9, 2020

By: _____
Printed Name: _____
Title: _____
Date: April 9, 2020

Approved as to Form:

City of SeaTac Legal Department

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

WITNESS my hand and official seal hereto affixed this _____ day of April, 2020.

Printed Name: Ellaine M. Wi
Notary Public in and for the State of
Washington, residing at SeaTac,
King County, Washington
My commission expires: 12/1/2021

[illegible]

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

WITNESS my hand and official seal hereto affixed this _____ day of April, 2020.

Printed Name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

After Recording Return to:

City of SeaTac
Attn.: City Clerk's Office
4800 S. 188th Street
SeaTac, WA 98188-8605

**GRANT OF NON-EXCLUSIVE EASEMENT FOR MAINTENANCE OF
PRIVATE IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY**

Grantor: City of SeaTac, a municipal corporation of the State of Washington.

Grantee: Polaris at SeaTac, LLC

Legal Description: Portions of Lots 5, 6, 7 and 8, Block 1, and Portions of Lots 4, THIRD
ADDITON TO ADAMS HOME TRACTS

Assessor's Tax Parcel ID Nos.: 004300-0015

Project Name/No.: Polaris at SeaTac

The City of SeaTac, a municipal corporation of the State of Washington ("Grantor"), for and in consideration of mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged by Grantor, conveys and quit claims to Polaris at SeaTac, LLC ("Grantee"), and its successors and assigns, a non-exclusive easement for the limited purpose of constructing, installing, reconstructing, replacing, repairing, operating, maintaining, relocating or removing certain private improvements, as hereinafter described, subject to all the terms and conditions contained herein, across, over and upon that certain public right-of-way, situated in SeaTac, King County, Washington, legal described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Right-of-Way"), appurtenant to that certain parcel of real property situated in King County, Washington, legally described in **Exhibit B**, attached hereto and incorporated herein by this reference ("Grantee's Property").

AGREEMENT

1. Grantee's rights shall be limited to only those reasonably necessary to construct, install, reconstruct, replace, repair, operate, maintain, relocate or remove the following, related to the use of Grantee's Property: overhead canopies above the public sidewalk, and portions of the multi-family structure that encroach over the public sidewalk area ("Grantee's Improvements"); and Grantee shall be solely responsible for all costs associated with the same. Grantee's Improvements shall be located approximately as shown on **Exhibit C and C-1**, attached and incorporated herein ("Easement Area"), and the uses limited as depicted and described therein, and after initial construction Grantee shall have no right to enlarge or relocate any Improvements within the Easement Area without the prior express written consent of Grantor, which consent may be withheld at Grantor's sole and absolute discretion.
2. Grantor reserves the right to use the Easement Area in legally permissible ways that do not interfere with Grantee's rights under this Easement.
3. If any damage is caused to the Easement Area or surrounding grounds by Grantee's exercise of its rights under this Easement, Grantee shall promptly restore any property so damaged to equal or better condition, as near as reasonably possible.
4. Except for overhead canopies, after initial construction Grantor agrees not to remove or otherwise alter any of Grantee's Improvements within the Easement Area without the prior approval of the Grantee; provided, however, that should Grantor determine, in its sole discretion, that an imminent danger to public health, safety, or welfare exists, Grantor shall have the right to remove or alter any of Grantee's canopies without prior approval.
5. Grantee shall be responsible for maintaining, at its sole expense, all of Grantee's Improvements, and shall keep the same in good and sage repair, order and condition. Such duties shall include, but not limited to: prompt repair to any damage or defect in the overhead canopies or building located within the Easement Area.
6. Grantor, its officers, employees and contractors shall not be liable or responsible for any and all damages to Grantee's Improvements resulting from the public's use of the Easement Area and its surrounding grounds, or from Grantor's construction, installation, reconstruction, replacement, repair, operation, maintenance, relocation or removal of its own improvements within the Easement Area or its surrounding grounds, unless such damages are proximately caused by the sole negligence of Grantor, its officers, employees or contractors.
7. Grantee shall, at all times, exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the Easement Area in its present physical condition, AS IS, and acknowledges that Grantor has made no warranties or representations concerning the conditions of the Easement Area or its suitability for the use intended to be made thereof. Grantee does hereby release, indemnify and promise to defend, and save harmless, Grantor, from and

against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the negligent exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this Easement, including, but not limited to, Grantee's failure to maintain the Easement Area and Grantee's Improvements in a safe condition.

8. The Grantee shall procure and maintain Comprehensive General Liability insurance with limits of at least \$2,000,000, naming the City, its elected and appointed officials, officers, and employees as Primary-Non-Contributory Additional Insureds of said policies. Evidence of insurance required by this section shall be provided annually by an Acor certificate of insurance or other evidence of insurance deemed acceptable by the City Attorney. All insurance deductibles shall be the responsibility of the Grantee.

9. Without limiting any rights granted by this Easement, the parties explicitly acknowledge that Grantor may enter the surface of the Easement Area and have unimpeded access to the same at any time as may be necessary, at Grantor's sole discretion.

10. Grantee shall not commit or suffer any act or neglect whereby the Easement Area shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall defend, indemnify and hold harmless Grantor from and against all attachments, liens, charges and encumbrances, and all expense resulting therefrom, including but not limited to Grantor's reasonable attorneys' fees and costs.

11. If Grantee shall at any time completely remove Grantee's Improvements from the Easement Area and for a period of one (1) year thereafter fail to reinstall such improvements, then this Easement shall be terminated and be of no further force and effect, and Grantor shall be entitled to record a Termination of Easement with the King County Recorder's Office.

12. In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own attorneys' fees and costs.

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13. The rights, conditions, covenants, and provisions contained in this Agreement shall inure to the benefit of and are binding upon the parties hereto and their respective heirs, successors, and assigns and shall run with the land.

DATED this _____ of April, 2020.

GRANTOR:
CITY OF SEATAC

GRANTEE:
POLARIS AT SEATAC, LLC

By: Polaris SeaTac Manager, LLC
Its: Manager

By: _____
Printed Name: Carl C. Cole
Title: City Manager
Date: April 9, 2020

By: _____
Printed Name: Darin Davidson
Title: Manager
Date: April 9, 2020

Approved as to Form:

City of SeaTac Legal Department

[illegible]

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

WITNESS my hand and official seal hereto affixed this _____ day of April, 2020.

Printed Name: Ellaine M. Wi
Notary Public in and for the State of
Washington, residing at SeaTac,
King County, Washington
My commission expires: 12/1/2021

[illegible]

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

WITNESS my hand and official seal hereto affixed this _____ day of April, 2020.

Printed Name: _____
 Notary Public in and for the State of
 Washington, residing at _____

 My commission expires: _____

Exhibit A
Legal Description

AWAITING FINAL CORRECTIONS TO THE LEGAL DESCRIPTION.

Exhibit B
Legal Description

Lots 6, 7 and 8, Block 1, Third Addition to Adams Home Tracts, according to the plat thereof recorded in Volume 15 of plats, page 17, in King County, Washington; except the North 2 feet of the East 175.8 feet of said Lot 6; also except those portions of Lots 6, 7, and 8, lying Easterly of the Westerly margin of Primary State Highway Number 1; also except that priton of Lot 8 conveyed to the State of Washington under Recording No. 5133875; and also except that portion thereof condemned in King County Superior Court Cause No. 07-2-07470-8 KNT, pursuant to Stipulated Judgment For and Decree of Appropriation recorded under Recording No. 20080825000724

Exhibit C Map



Exhibit C-1
Map





2019 Income and Rent Limits - Multifamily Rental Housing

Published by HUD on April 24th, 2019, effective April 24th, 2019

Maximum 2019 Household Income for Multifamily Rental Properties										
Family Size	30%	35%	40%	45%	50%	60%	65%	70%	80%	HOME* 80%
1 Person	\$23,250	\$27,125	\$31,000	\$34,875	\$38,750	\$46,500	\$49,400	\$53,200	\$60,800	\$61,800
2 Persons	\$26,600	\$31,010	\$35,440	\$39,870	\$44,300	\$53,160	\$56,450	\$60,800	\$69,500	\$70,600
3 Persons	\$29,900	\$34,895	\$39,880	\$44,865	\$49,850	\$59,820	\$63,550	\$68,400	\$78,200	\$79,450
4 Persons	\$33,200	\$38,745	\$44,280	\$49,815	\$55,350	\$66,420	\$70,590	\$76,020	\$86,900	\$88,250
5 Persons	\$35,900	\$41,860	\$47,840	\$53,820	\$59,800	\$71,760	\$76,250	\$82,100	\$93,850	\$95,350
6 Persons	\$38,550	\$44,975	\$51,400	\$57,825	\$64,250	\$77,100	\$81,900	\$88,200	\$100,800	\$102,400
7 Persons	\$41,200	\$48,055	\$54,920	\$61,785	\$68,650	\$82,380	\$87,550	\$94,250	\$107,750	\$109,450
8 Persons	\$43,850	\$51,170	\$58,480	\$65,790	\$73,100	\$87,720	\$93,200	\$100,350	\$114,700	\$116,500

Maximum RENTS for Projects Based on UNIT SIZE**											
Unit Size	30%	35%	40%	45%	Low HOME	50%	60%	65%	High HOME	70%	80%
0 Bedrooms	\$581	\$678	\$775	\$871	\$968	\$968	\$1,162	\$1,235	\$1,240	\$1,330	\$1,520
1 Bedroom	\$623	\$726	\$830	\$934	\$1,038	\$1,038	\$1,245	\$1,323	\$1,330	\$1,425	\$1,628
2 Bedrooms	\$747	\$872	\$997	\$1,121	\$1,246	\$1,246	\$1,495	\$1,588	\$1,598	\$1,710	\$1,955
3 Bedrooms	\$863	\$1,007	\$1,151	\$1,295	\$1,439	\$1,439	\$1,727	\$1,835	\$1,837	\$1,976	\$2,259
4 Bedrooms	\$963	\$1,124	\$1,285	\$1,445	\$1,606	\$1,606	\$1,927	\$2,047	\$2,030	\$2,205	\$2,520
5 Bedrooms	\$1,063	\$1,240	\$1,417	\$1,594	\$1,771	\$1,771	\$2,126	\$2,259	\$2,221	\$2,432	\$2,780

* 2019 HOME Program Income and Rents Limits - effective June 28, 2019.

** King County uses 1.5 persons per bedroom to determine the household size and corresponding rent limits.

RESOLUTION NO. 20-004

A RESOLUTION of the City Council of the City of SeaTac, Washington supporting Governor Inslee's moratorium on residential evictions for non-payment of rent, encouraging residential landlords to assist their tenants to the extent practicable, and encouraging tenants to maintain open and honest communication with their landlords during the current COVID-19 outbreak.

WHEREAS, on March 18, 2020, Washington State Governor Jay Inslee issued Proclamation 20-19, the recitals of which are incorporated herein; and

WHEREAS, Governor Inslee's Proclamation 20-19 imposed a moratorium on certain residential evictions in order to protect public health and safety and prevent such evictions from further endangering those who have been impacted by the COVID-19 emergency; and

WHEREAS, on March 12, 2020, Mayor Erin Sitterley declared an emergency related to the spread of COVID-19 (the "Proclamation of Emergency") that was subsequently ratified by the SeaTac City Council on March 24, 2020; and

WHEREAS, the Proclamation of Emergency authorizes the City to exercise emergency powers to take actions without regard to time consuming procedures or formalities that would otherwise be required by law to the extent so required under the exigencies of the situation; and

WHEREAS, with state and local orders in place restricting employment opportunities and discouraging social contacts, evicting people without the means or opportunity to find alternative housing would create an undue burden on the City's ability to provide emergency services and put the evicted residents at significant risk;

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

Section 1. The SeaTac City Council supports Governor Inslee's Proclamation 20-19 that temporarily prohibits residential evictions by all residential landlords operating residential rental property in the City of SeaTac.

Section 2. The SeaTac City Council encourages residential landlords to assist their tenants affected by the COVID-19 emergency to the extent practicable, which could include waiving late fees or arranging flexible short-term payment plans as agreed upon between the tenant and the landlord. Although the City of SeaTac does not have the ability to require such actions by its residential landlords, any assistance to help tenants who may be at risk with losing their housing as a result of this pandemic will greatly benefit the SeaTac community.

Section 3. Residential tenants are also encouraged to maintain open and honest communication with their landlords, and if necessary, access and utilize existing programs to assist with the payment of their rent.

PASSED this _____ day of _____, 2020 and signed in authentication thereof on this _____ day of _____, 2020.

CITY OF SEATAC

Erin Sitterley, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo, City Attorney

[Resolution re: residential evictions]

RESOLUTION NO. 20-005

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the City Manager to execute an amendment to the Purchase and Sale Agreement with CAP Acquisitions. LLC for the sale of the SeaTac Center property and any other documents necessary to effectuate the sale of the property.

WHEREAS, the City of SeaTac entered into a Purchase and Sale Agreement (“PSA”) with CAP Acquisitions, LLC (“Inland”) for the sale of real property located in the South 154th Street Station Area, pursuant to Resolution #18-019 and Resolution #19-016; and

WHEREAS, Inland intends to assign its rights to the PSA to two separate affiliate entities, Polaris at SeaTac, LLC and Adara at SeaTac, LLC; and

WHEREAS, the portion of the property being acquired by Polaris is currently scheduled to close on May 21, 2020; and

WHEREAS, due to the current COVID-19 pandemic, financing for the Adara project is on hold because banks have significantly curtailed lending over the past two months; and

WHEREAS, Inland is eager to commence construction on the Polaris project as soon as possible, even though they cannot close on the purchase of the Adara property at this time; and

WHEREAS, due to the fact that this is a single development proposal and that there are many common elements between the two projects, it is necessary to restructure the timing of the Adara closing while at the same time setting up a legal mechanism for preliminary work to occur on the entire development; and

WHEREAS, under these circumstances, it has been determined that the best path forward would be for the parties to close on the Polaris property while simultaneously entering into a 12-month ground lease with an option to purchase on the Adara property in order to allow Inland to

commence work on this development while waiting for their financing to become available for the Adara project; and

WHEREAS, it is necessary for the City Council to authorize the City Manager to execute an amendment to the Purchase and Sales Agreement with CAP Acquisitions, LLC;

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

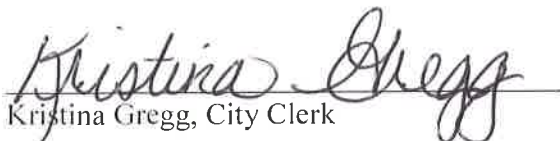
1. The City Manager is authorized to execute an amendment to the Purchase and Sales Agreement with CAP Acquisitions, LLC, in substantially similar form as attached hereto as Exhibit A, in addition to any other documents necessary to effectuate the sale of the property.

PASSED this 12th day of May, 2020 and signed in authentication thereof on this 12th day of May, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Amend CAP Acquisitions PSA—Ground lease]

**THIRTEENTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

DATE: May 13, 2020

SELLER: City of SeaTac

BUYER: Polaris at SeaTac, LLC and
Adara at SeaTac, LLC

ESCROW AGENT: Chicago Title of Washington

PROPERTY: Real property located in the City of SeaTac, State of Washington, consisting of all of Parcels A and B, SeaTac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020 under King County Recording No. 20200501900001, and all of King County Assessor's parcel number 004300-0019, estimated to be approximately 4.35 +/- acres (the "Property" – as more specifically defined in the Purchase and Sale Agreement).

RECITALS

WHEREAS, Buyer and Seller entered into a Purchase and Sale Agreement dated January 17, 2019, for the above referenced Property; and

WHEREAS, Buyer and Seller executed a First Amendment to Purchase and Sale Agreement dated April 15, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on May 17, 2019; and

WHEREAS, Buyer and Seller also executed a Second Amendment to Purchase and Sale Agreement dated May 16, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on July 1, 2019; and

WHEREAS, Buyer and Seller also executed a Third Amendment to Purchase and Sale Agreement dated June 26, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on July 15, 2019; and

WHEREAS, Buyer and Seller also executed a Fourth Amendment to Purchase and Sale Agreement dated July 15, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on August 1, 2019; and

WHEREAS, Buyer and Seller also executed a Fifth Amendment to Purchase and Sale Agreement dated July 30, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on August 15, 2019; and

WHEREAS, Buyer and Seller also executed a Sixth Amendment to Purchase and Sale Agreement dated August 15, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on September 30, 2019; and

WHEREAS, Buyer and Seller also executed a Seventh Amendment to Purchase and Sale Agreement dated September 30, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on November 15, 2019; and

WHEREAS, Buyer and Seller also executed an Eighth Amendment to Purchase and Sale Agreement dated November 15, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on December 20, 2019; and

WHEREAS, Buyer and Seller also executed a Ninth Amendment to Purchase and Sale Agreement dated December 10, 2019, that did not further extend the Buyer's Feasibility Contingency Period; and

WHEREAS, Buyer and Seller also executed a Tenth Amendment to Purchase and Sale Agreement dated December 19, 2019, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on January 31, 2020; and

WHEREAS, Buyer and Seller also executed an Eleventh Amendment to Purchase and Sale Agreement dated January 31, 2020, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on March 15, 2020; and

WHEREAS, Buyer and Seller also executed a Twelfth Amendment to Purchase and Sale Agreement dated March 12, 2020, that extended the Buyer's Feasibility Contingency Period through 5:00 p.m. Pacific Time on May 1, 2020; and

WHEREAS, on May 1, 2020, Buyer provided written notice of its waiver of the Feasibility Contingency under Section 5.1(b) of Purchase and Sale Agreement; and

WHEREAS, on May 1, 2020, SeaTac Center Lot Line Adjustment File No. SUB20-0002 was recorded ("Lot Line Adjustment"); and

WHEREAS, due to the current COVID-19 pandemic, financing for the project being constructed on Parcel B of the Lot Line Adjustment is on hold because banks have significantly curtailed lending over the past two months; and

WHEREAS, Buyer is eager to commence construction on the Property, even though Buyer cannot close on the purchase of Parcel B at this time; and

WHEREAS, it has been determined that the best path forward would be for the parties to close on the parcels being acquired by Polaris property, while simultaneously entering into a 12-month ground lease with an option to purchase on the Adara property in order to allow construction to commence on all of the Property; and

WHEREAS, Buyer and Seller have mutually agreed to execute this Thirteenth Amendment to Purchase and Sale Agreement;

NOW, THEREFORE, the Buyer and Seller mutually agree to amend the Purchase and Sale Agreement as follows:

AMENDMENTS TO PURCHASE AND SALE AGREEMENT

1) The description of the Property is hereby amended to read in its entirety as follows:

PROPERTY: Real property located in the City of SeaTac, State of Washington, consisting of all of Parcels A and B, SeaTac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020 under King County Recording No. 20200501900001, and all of King County Assessor's parcel number 004300-0019 ("**Parcel C**"), estimated to be approximately 4.35 +/- acres (hereinafter collectively the "**Property**" -- the legal descriptions of which is attached hereto as Exhibit A). The Property shall also include all improvements, rights and privileges appurtenant to the Property, all of which are agreed to be and constitute a part of the Property.

For purposes of this Agreement, Parcel A, SeaTac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020 under King County Recording No. 20200501900001, and Parcel C shall be referred to as the "**Polaris Parcels**."

For purposes of this Agreement, Parcel B, SeaTac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020 under King County Recording No. 20200501900001, shall be referred to as the "**Adara Parcel**."

2) Exhibit A to the Purchase and Sale Agreement is hereby replaced by Exhibit A to this Amendment.

3) Article 2.1 of the Purchase and Sale Agreement is hereby amended to read in its entirety as follows:

2.1 Purchase Price. The total purchase price for the Property is Eleven Million Dollars (\$11,000,000) (the "**Purchase Price**"). Since the Buyer will not acquire the Polaris Parcels and the Adara Parcel at the same time, the purchase price allocation for the Property shall be as follows:

(a) Polaris Parcels – Six Million Nine Hundred Thirty Thousand Dollars (\$6,930,000) (the "**Polaris Purchase Price**").

(b) Adara Parcel – Four Million Seventy Thousand Dollars (\$4,070,000) (the "**Adara Purchase Price**").

4) At the time of the Closing of the Polaris Parcels, Adara at SeaTac, LLC shall enter into a Ground Lease for the Adara Parcel (the "Ground Lease"), in substantially similar form as attached hereto as Exhibit B and a Reciprocal Easement Agreement, in substantially similar form as attached hereto as Exhibit C. The provisions of Article 6.1 - Time of Closing, as it pertains to the Adara Parcel, no longer apply and shall be superseded by the terms of the Ground Lease.

5) Article 2.3 (c)(i) of the Purchase and Sale Agreement is hereby amended to read in its entirety as follows:

Disposition of Earnest Money.

- (i) If the escrow closes on the Polaris Parcels, Ninety-Four Thousand Five-Hundred Dollars (\$94,500) of the Earnest Money shall be credited against the Polaris Purchase Price. The remainder of the Earnest Money, including any interest earned pursuant to Article 2.3 (b), shall be disbursed to the Seller at Closing of the Polaris Parcels, but shall be credited against the Adara Purchase Price, if escrow closes on the Adara Parcel.

6) Upon execution of this Amendment, Buyer waives the Buyer's Financing Contingency as defined in Article 5.1 (c)(i), and the provisions of Article 5.1 (c)(2) no longer apply.

7) Pursuant to Article 11.2, Buyer hereby notifies Seller that it assigns its interest in the Purchase and Sale Agreement pertaining to the Polaris Parcels to Polaris at SeaTac, LLC ("**Polaris**"), and its interest pertaining to the Adara Parcel to Adara at SeaTac, LLC ("**Adara**").

Except as expressly modified or amended pursuant to this Amendment, all of the terms of the Purchase and Sale Agreement are unchanged and are hereby ratified and affirmed. If any of the terms of the Purchase and Sale Agreement conflict with any of the terms of this Amendment, this Amendment shall control. This Amendment 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. Each party (a) 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 execution of this Amendment, (b) intends to be bound by its signature sent via electronic mail, (c) is aware that the other party will rely on its signature sent via electronic mail, and (d) acknowledges such reliance and waives any defenses to the enforcement of this Amendment based on the fact that a signature was sent via electronic mail.

SELLER:

City of SeaTac

By: _____
Its: _____
Date: _____

Approved as to Form:

City of SeaTac Legal Department

BUYER:

CAP Acquisitions, LLC

By: _____
Its: _____
Date: _____

DRAFT

EXHIBIT A

Legal Description of Property

Parcels A and B:

Parcels A and B, SeaTac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020 under King County Recording No. 20200501900001.

Parcel C:

The East 54 feet of the West 144 feet, less the South 50 feet thereof, of Lot 5, Block 1, Third Addition to Adams Home Tracts, according to the plat thereof, recorded in Volume 15 of plats, page 17, in King County, Washington.

EXHIBIT B

Ground Lease for Adara Parcel

GROUND LEASE

THIS GROUND LEASE ("Lease") is made effective as of May __, 2020 (the "**Commencement Date**"), by **CITY OF SEATAC**, a Washington municipal corporation ("**Ground Lessor**") and **ADARA AT SEATAC, LLC**, a Washington limited liability company ("**Ground Lessee**").

In consideration of the Rent and covenants and under the terms and conditions hereinafter set forth, Ground Lessor and Ground Lessee agree as follows:

1. **Definitions.** In addition to each other term defined in initial capital letters in this Lease, the following terms shall have the following meanings herein:

a. "**Business Day**" means a day other than a Saturday or Sunday on which United States national banks having offices in Seattle, Washington are open for business to commercial customers.

b. "**Environmental Laws**" means all existing and future federal, state and local environmental laws, ordinances, rules, statutes, directives, binding written interpretations, binding written policies, and regulations issued by any governmental authorities with respect to or that otherwise pertain to or affect any portion of the Premises or the use, ownership, occupancy or operation of any portion of the Premises, including, but not limited to, the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("**CERCLA**"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) ("**RCRA**"), the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1321 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws have been and are hereafter amended and/or supplemented from time to time, and all existing and future comparable state and local laws, and any and all rules and regulations promulgated under any of the aforementioned laws.

c. "**Existing Improvements**" means the improvements located on the Premises as of the Commencement Date.

d. "**Force Majeure**" means war, terrorist attack (including, without limitation, bio-terror), inclement weather, natural catastrophe, strikes, walkouts or other labor disturbance, an order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the affected party.

e. "**Hazardous Substances**" means and includes all (a) asbestos, radon gas, electromagnetic waves, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls ("**PCBs**") of 50 ppm or greater, (b) any solid, liquid, gaseous or thermal contaminant, including smoke vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products or byproducts, asbestos, PCBs, phosphates, lead or other heavy metals, chlorine,

or radon gas, (c) any solid or liquid wastes (including hazardous wastes), hazardous air pollutants, hazardous substances, hazardous chemical substances and mixtures, toxic substances, pollutants and contaminants, as such terms are defined in any Environmental Law, and any and all rules and regulations promulgated under any of the above, and (d) any other chemical, material or substance, the use or presence of which, or exposure to the use or presence of which, is prohibited, limited or regulated by any Environmental Laws.

f. **"Permitted Exceptions"** means the exceptions to title specifically set forth in Exhibit B to this Lease.

g. **"Premises"** means that certain real property situated in the City of SeaTac, Washington, more particularly described on Exhibit A attached, together with the Existing Improvements.

h. **"Rent"** means the Base Rent and other additional rent, common area charges and other sums due to Ground Lessor pursuant to the provisions of this Lease, including the amounts that become due to Ground Lessor pursuant to this Lease, as the same are adjusted from time to time as herein provided.

i. **"WSJ Prime Rate"** means the prime rate reported in the Wall Street Journal and defined therein as the base rate on corporate loans posted by at least 75% of the nation's thirty (30) largest banks. In the event the Wall Street Journal is no longer published or the WSJ Prime Rate is otherwise discontinued or no longer available, the parties hereto shall attempt in good faith to agree on an alternative daily floating interest rate comparable to the WSJ Prime Rate which shall be used as a substitute index, and if agreement cannot be reached, the matter shall be submitted to arbitration under the rules of the American Arbitration Association then in effect.

2. **Grant of Leasehold Estate in and Condition of the Premises.**

a. Grant. Ground Lessor does hereby lease to Ground Lessee, and Ground Lessee does hereby lease from Ground Lessor the Premises, subject to the Permitted Exceptions.

b. Condition of the Premises. Ground Lessee acknowledges that as of the Commencement Date, the Existing Improvements are located on the Premises. Ground Lessee, hereby accepts the Premises, and the Existing Improvements located thereon, in their "AS IS, WHERE IS" condition. Ground Lessee further acknowledges that Ground Lessee is not relying upon any representation or warranty of Ground Lessor regarding any aspect of the Premises, except as expressly set forth in this Lease or set forth in Section 7.1 of that certain Purchase and Sale Agreement dated as of January 17, 2019, between Ground Lessor, as Seller, and CAP Acquisitions, LLC, as Buyer (as amended, the "**Purchase and Sale Agreement**"). Ground Lessee shall be responsible for the demolition of the Existing Improvements at its sole cost and expense.

3. **Term.** The term of this Lease shall be commence on the Commencement Date and end on May 31, 2021 (the "**Term**").

4. **Base Rent.**

a. Base Rent. Ground Lessee shall be obligated to pay to Ground Lessor monthly base rent (the "**Base Rent**") in advance in the amount of \$1,000.00, due and payable on the first day of each calendar month starting on June 1, 2020. On the Commencement Date, Ground Lessee will deposit with

Ground Lessor the sum of \$12,000, plus an additional \$1,540.80 as an advance of the payment of Leasehold Excise Tax, in immediately available U.S. Dollars (the "**Rent Deposit**"). So long as Ground Lessee is not in default under this Lease, on the first day of each calendar month, starting June 1, 2020, Ground Lessor will debit the Rent Deposit for the Base Rent and the Leasehold Excise Tax due from Ground Lessee under this Lease. The Rent Deposit shall belong to Ground Lessor and shall constitute partial consideration for the execution of this Lease, and may be commingled with Ground Lessor's general funds. If this Lease terminates or if Ground Lessee defaults under this Lease, the rent Deposit shall be forfeited to Ground Lessor.

b. Net Lease. It is the intent of Ground Lessor and Ground Lessee that all Base Rent herein specified and reserved shall be absolutely net to Ground Lessor. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises, including, without limitation, real property taxes, assessments, surface water management fees, insurance premiums and utilities, which shall accrue or become due during the Term, shall be paid by Ground Lessee as additional rent under this Lease.

c. Payment. All Base Rent and any other sums to be paid by Ground Lessee to Ground Lessor pursuant to this Lease shall be in lawful money of the United States of America and shall be paid without deduction or offset (except as otherwise provided in this Lease), prior to notice or demand, at Ground Lessor's address below.

d. Late Charge and Interest. It is agreed that because collection of any amount past due imposes an administrative cost on Ground Lessor, in addition to all other sums that may be charged by Ground Lessor hereunder, Ground Lessee shall pay to Ground Lessor a sum (the "**Late Charge**") equal to five percent (5.0%) of the amount not paid within five (5) Business Days of the date due (the "**Grace Period**"). This Late Charge shall apply individually to all payments past due under this Lease, and there shall be no daily pro rata adjustment. In addition to the foregoing, to the extent any payment is not paid when due within the Grace Period, Ground Lessee shall pay Ground Lessor interest on such unpaid amount at the rate equal to the sum of the WSJ Prime Rate plus five (5) percentage points per annum (the "**Interest**") from the date when the Grace Period for such payment expired until the date such amount, together with the Late Charge and Interest thereon, is paid. The rate of Interest shall adjust concurrently on a daily basis with any change in the WSJ Prime Rate.

5. **Construction of Improvements and Subsequent Improvements.**

a. No Improvements. Without the prior written consent of Ground Lessor, Ground Lessee will make no improvements to the Premises; provided, however, subject to Ground Lessee's receipt of all necessary permits Ground Lessee may (a) demolish the Existing Improvements and clear and grade the Premises for future development, and (b) make any improvements to the Premises contemplated by the Reciprocal Easement Agreement between Ground Lessee and Polaris at SeaTac, LLC, and consented to by Ground Lessor, recorded in the real property records of King County, Washington under Recording No. [REDACTED].

b. Encumbrances - Mechanics' and Other Liens.

i. Ground Lessor's Title Paramount. Nothing herein shall authorize Ground Lessee to do any act that may encumber the fee simple title of Ground Lessor in and to the Premises, nor shall the fee simple estate of Ground Lessor therein be in any way subject to any claim of lien or encumbrance, whether claimed by operation of law or by virtue of any express or implied contract by Ground Lessee. Any claim to a lien upon the Premises or any Improvements constructed thereon by Ground

Lessee, arising from any act or omission of Ground Lessee, shall accrue only against the leasehold estate and shall in all respects be subject to the paramount fee simple title of Ground Lessor.

ii. **Mechanics' Liens.** Ground Lessee shall indemnify, defend and hold harmless Ground Lessor and the Premises from and against all claims of lien arising by virtue of or relating to construction of the Improvements and any other improvements or repairs made at any time to the Premises (including repairs, restoration and rebuilding). Ground Lessee shall regularly and timely pay any and all amounts properly payable to third parties with respect to such work and materials therefor. Ground Lessee shall not suffer or permit any mechanics' liens to be filed against the fee of the Premises nor against Ground Lessee's leasehold interest in the Premises, or against any building or other improvement erected on the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Ground Lessee or anyone holding the Premises or any part thereof through or under Ground Lessee. Nothing in this Lease shall be construed as constituting the consent or request of Ground Lessor, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer or material men for any performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, or the construction, alteration or repair of any building or other improvement thereon, nor as giving Ground Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the fee of the Premises or buildings or other improvements thereon. In the event any such claims or liens of any kind whatsoever shall be asserted or filed by any persons, firms or corporations performing labor or furnishing material in connection with such work, Ground Lessee shall pay or cause the same to be discharged of record within thirty (30) days of notification thereof or alternatively, in the event Ground Lessee disputes the validity or amount of any such claim, Ground Lessee shall post or provide Ground Lessor with a bond or other security in a form and in an amount reasonably required by Ground Lessor to ensure Ground Lessor that title to the Premises and any Improvements thereof remains free of the lien claimed as now or hereafter amended.

6. **Utilities.** Beginning on the Commencement Date, Ground Lessee shall arrange for and pay directly all charges for gas, electricity, light, heat, water, telephone and other communication services, sewer and for all other public or private utilities or services which shall be used in or charged against or in connection with use of the Premises during the Term of this Lease. Ground Lessor shall not be liable for the failure of any such services for any reason whatsoever. Ground Lessee shall indemnify, defend and hold harmless Ground Lessor and the Premises from all charges as described above.

7. **Option to Purchase Premises.** Ground Lessee shall have the option to purchase the fee simple Premises from Ground Lessor not later than the last day of the Term ("**Purchase Option**"). Ground Lessee must exercise the Purchase Option by providing written notice to Ground Lessor not later than 30 days before the earlier of (a) the last day of the Term, or (b) the date on which Ground Lessee desires to close its purchase of the Premises ("**Purchase Option Notice**"). If the Purchase Option is exercised, Ground Lessor shall convey the fee simple Premises to Ground Lessee on a date mutually acceptable to Ground Lessor and Ground Lessee, but not later than the last day of the Term or thirty (30) days following Ground Lessor's receipt of the Purchase Option Notice. The purchase price for the Premises shall be \$4,070,000. The transfer of the Premises to Ground Lessee shall be made through the escrow established pursuant to the Purchase Agreement. The closing shall be made in accordance with the terms of Sections 6.2, 6.3, 6.4, 6.5, 6.6, 6.7 of the Purchase Agreement. The following additional sections of the Purchase Agreement are incorporated into this Lease by reference as if set forth in full: Sections 7.2, 10.1, 11.8, 11.17, and 11.19.

8. **Taxes and Assessments.**

a. Payment of Taxes and Assessments. Beginning on the Commencement Date, Ground Lessee shall pay and discharge before delinquency thereof, all taxes and assessments, general and special, which may be taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Premises, including any new taxes and assessments not of the kind enumerated above to the extent that the same are made, levied or assessed in lieu of any taxes or assessments now customarily levied against real estate or personalty, and including any taxes due or which may be due upon or with respect to the leasehold estate created by this Lease (including, but not limited to, the leasehold excise tax payable pursuant to RCW Ch. 82.29A, as now in effect or as hereafter amended or superseded). To the extent any municipal statements or invoices for any such taxes or assessments are not addressed to Ground Lessee, Ground Lessor shall promptly upon its receipt (but not less than fifteen (15) Business Days before the due date thereof) provide all statements and invoices for taxes and assessments to Ground Lessee. In the event Ground Lessor fails to provide such statements and invoices to Ground Lessee, Ground Lessee shall not be in default for failing to pay any taxes or assessment when due, or for interest or penalties attributable to Ground Lessor's failure, unless and until (a) Ground Lessor provides the statement or invoice to Ground Lessee (or Ground Lessee is otherwise in actual receipt thereof) and (b) Ground Lessee fails to pay within the later of (i) the due date for payment provided in such statement or invoice; or (ii) ten (10) Business Days after Ground Lessee's receipt of such statement or invoice. The amount of interest or penalties attributable to Ground Lessor's failure to timely provide any such statement or invoice to Ground Lessee shall be credited against the new installment of Base Rent due from Ground Lessee pursuant to this Lease. Taxes and assessments for the year in which Ground Lessee's obligation to pay such taxes and assessments commences under this Lease and the year in which it terminates shall be prorated between Ground Lessor and Ground Lessee as of such respective commencement and termination dates. In the event the amount of such taxes and assessments for the year of such termination cannot be ascertained as of said date of termination, proration shall initially be made on the basis of the taxes and assessments for the preceding year, subject to correction and adjustment as and when the correct figures become available.

b. Installments. If by law any tax or assessment may at the option of the taxpayer be paid in installments, Ground Lessee may exercise such option, and shall pay all such installments (and interest, if any) before becoming due during the Term (including any installment with respect to any assessment which may be payable following the Commencement Date) and shall at the end of the Term deposit with Ground Lessor an amount sufficient to pay Ground Lessee's pro rata share of all taxes and assessments for the calendar year in which this Lease terminates. Ground Lessor will cooperate with Ground Lessee in effecting any election by Ground Lessee to pay taxes or assessments in installments pursuant to this Section 8.2.

c. Proof of Payment. Upon request by Ground Lessor, Ground Lessee will furnish to Ground Lessor official receipts of the appropriate taxing authority or other proof reasonably satisfactory to Ground Lessor evidencing the payment thereof.

d. Right to Contest. Ground Lessee shall have the right at its expense to contest or review (in the name of Ground Lessee, or of Ground Lessor, or both, as Ground Lessee shall elect) by appropriate proceedings (which may be instituted either during or after the Term of this Lease, and if instituted shall be with the cooperation of Ground Lessor if requested) any valuation of the Premises for tax assessment purposes and/or any increase in the tax rate. Ground Lessor shall without limitation furnish, on a timely basis, such data, documents, information and assistance and make such appearances as may be reasonably required by Ground Lessee. Ground Lessor will execute all necessary instruments in connection with any such protest, appeal or other proceedings. If any proceeding may only be instituted and maintained by Ground Lessor, then Ground Lessor shall do so at the request and expense of Ground Lessee. Ground Lessor shall not settle any appeal or other proceeding without obtaining Ground Lessee's prior written reasonable approval in each instance. Ground Lessor shall not abandon any appeal without first offering to

Ground Lessee the right to prosecute such appeal at Ground Lessee's expense. Ground Lessee shall be entitled to any refund (net of Ground Lessee's or Ground Lessor's expenses in obtaining same) obtained by reason of any such proceeding or otherwise whether obtained during or after the expiration of the Term and whether obtained by Ground Lessor or Ground Lessee, except that if the refund shall relate to the year in which Ground Lessee's obligation to pay such taxes and assessments commences under this Lease commences or the year in which it terminates, the refund (after deducting all costs of Ground Lessor or Ground Lessee in obtaining same) shall be apportioned between Ground Lessor and Ground Lessee according to the appropriate number of days. Unless Ground Lessee is entitled to request of the taxing or assessing authority that the applicable tax statement or notification of valuation be addressed or copied to Ground Lessee, Ground Lessee shall not be responsible for paying any portion of any increase in taxes attributable to an increase in valuation unless Ground Lessor has delivered to Ground Lessee or Ground Lessee has actually received) a copy of the applicable tax statement or notification of valuation increase in sufficient time to enable Ground Lessee to contest a tax increase if Ground Lessee so desires.

9. **Care of Premises; Waste.**

a. **Maintenance and Surrender.** Ground Lessee shall keep and maintain the Premises, and any other improvements, alterations and additions to the Premises in a good and neat state of repair, both inside and outside, and shall keep the same and all parts thereof in good, clean, healthful and safe order and condition and in accordance with applicable ordinances and the direction of proper public officers. Ground Lessee shall at the expiration or earlier termination of this Lease surrender and deliver the Premises, in its then current condition. Ground Lessor shall not be called upon to make any improvement or repair of any kind upon the Premises.

b. **Waste.** Ground Lessee shall not cause or permit waste upon the Premises.

10. **Use of Premises.**

a. **Compliance with Laws.** The Premises shall be used by Ground Lessee for non-residential purposes. Ground Lessee shall not use or permit the Premises or any part thereof to be used in violation of any federal, state, county or municipal law, rule, regulation or ordinance. The Premises shall at all times be kept and used in accordance with all applicable laws.

b. **Hazardous Substances.** During the Term of this Lease, Ground Lessee shall permit no Hazardous Substances to be released on or to exist on the Premises in violation of any Environmental Laws, and shall promptly remove or otherwise remediate as required by applicable Environmental Laws, any Hazardous Substances from the Premises for which Ground Lessee indemnifies Ground Lessor under this Section. Ground Lessee shall, at Ground Lessee's expense, properly dispose of and remove any Hazardous Substances in the Existing Improvements. Ground Lessee shall indemnify, defend and hold Ground Lessor forever harmless from all liability arising from any Hazardous Substances which, during the Term of this Lease, are released on or exist on the Premises in violation of Environmental Laws.

11. **Assignment and Subletting.**

a. **Assignment, Subletting and Encumbrances.** Without the prior written consent of Ground Lessor, Ground Lessee may not assign, sublet, encumber or otherwise transfer any interest in the Premises and any such assignment, sublease, encumbrance or other transfer without the consent of Ground Lessor shall be null and void.

b. **Documentation of Assignment.** Any assignment, sublease, encumbrance or other transfer by Ground Lessee consented to by Ground Lessor, shall be evidenced by an instrument in writing,

duly executed and acknowledged by the parties thereto and recorded in the real property records of King County, Washington. Such instrument shall be in form and content reasonably approved by Ground Lessor in writing and shall be delivered to Ground Lessor on or before the effective date of such assignment.

c. Paramount Title of Ground Lessor. Notwithstanding any provision of this Lease, and notwithstanding any consent or approval which Ground Lessor may give to any assignment, sublease, encumbrance or other transfer, all such interests shall be subordinate to Ground Lessor's paramount fee simple title to the Premises, and all such interests shall be subject to extinguishment by Ground Lessor's exercise of any termination rights accorded to Ground Lessor under this Lease or expiration of this Lease.

12. Damage or Destruction. If the Existing Improvements to the Premises or any material part thereof shall be damaged or destroyed by fire or other casualty during the Term, then: (a) this Lease shall not terminate; and (b) Ground Lessee's obligations to make Rent payments and all other payments required of Ground Lessee by this Lease shall continue, without interruption, suspension or abatement.

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

To Ground Lessor: City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Attention: City Manager
Telephone: (206) 973-4381
Email: ccole@seatacwa.gov

With copies to:

City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Attention: Senior Assistant City Attorney
Telephone: (206) 973-4635
Email: mjohnsen@seatacwa.gov

and

Alston, Courtnage & Bassetti LLP
1420 Fifth Avenue, Suite 3650
Seattle, WA 98101-4011
Attention: Andrew B. Bassetti
Telephone: (206) 812-2606
Email: abasse@alcourt.com

To Ground Lessee: Adara at SeaTac, LLC
120 W. Cataldo Ave., Suite 100
Spokane, WA 99201
Attention: Scott Morris
Telephone: (509) 321-3201
Email: scottm@inlandconstruction.com

14. **Failure to Waive Conditions Precedents, Default and Remedies.**

a. **Default by Ground Lessee.** Upon the occurrence of any of the following events, Ground Lessor shall have the remedies set forth hereunder:

i. Ground Lessee fails to pay any installment of Rent, or any other sum due hereunder within ten (10) Business Days after receipt of written notice from Ground Lessor that the same is past due.

ii. Ground Lessee fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) calendar days after receipt of written notice of such failure from Ground Lessor or, if cure would reasonably require more than thirty (30) days to complete, Ground Lessee fails to commence performance within the thirty (30) day period or fails to diligently pursue such cure to completion.

iii. Ground Lessee files a petition in bankruptcy, or a trustee or receiver is appointed for Ground Lessee or substantially all of its assets, or Ground Lessee is adjudicated insolvent, or a petition in bankruptcy is filed against Ground Lessee and such petition is not dismissed within sixty (60) days after filing.

b. **Remedies.** Except as otherwise provided in Section 14.3 below, upon the occurrence of the events set forth in Section 14.1, Ground Lessor shall have the option to take any or all of the following actions, in addition to pursuing its remedies under law:

i. Terminate this Lease;

ii. Hold Ground Lessee liable for and collect: (a) Base Rent and other amounts owed by Ground Lessee to Ground Lessor to the date of default; and (b) Base Rent and other sums that would have accrued during the remainder of the Term had there been no default discounted to present value using a discount rate equal to the WMJ Prime Rate; or

iii. Hold Ground Lessee liable for that part of the following sums paid by Ground Lessor that are attributable to the remainder of the Term: (i) reasonable broker's fees incurred by Ground Lessor for reletting part or all of the Premises prorated for that part of the reletting term ending concurrently with the Term of this Lease; (ii) the cost of removing and storing Ground Lessee's personal property; (iii) the cost of reasonable repairs, alterations and remodeling necessary to put the Premises in a condition reasonably acceptable to a new Ground Lessee; and (iv) other necessary and reasonable expenses incurred by Ground Lessor in enforcing its remedies.

Ground Lessor shall mitigate its damage by making reasonable efforts to relet the Premises on reasonable terms. Ground Lessor may relet for a shorter or longer period of time than the Term and make reasonably necessary repairs or alterations. If Ground Lessor relets for a period longer than the Term (excluding extensions that are optional with the tenant), then any special concessions given to the new

Ground Lessee shall be allocated throughout the entire reletting term so that Ground Lessee is charged only with the proportion of the concessions allocated to the remainder of the Term. All sums collected from reletting shall be applied first to Ground Lessor's expenses of reletting described in this Section 14.2.3, and then to the payment of amounts due from Ground Lessee to Ground Lessor under this Lease. Any net benefit to Ground Lessor from termination of this Lease for Ground Lessee's default, including without limitation any net benefit resulting from any ability of Ground Lessor to re-rent the Premises to a third party for an increased rent, shall be the sole property of Ground Lessor and shall under no circumstances be the basis of an affirmative award to Ground Lessee.

15. **Costs and Attorneys' Fees.** If either Ground Lessor or Ground Lessee shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease, the substantially prevailing party shall be entitled to recover from the other all costs and expenses of such proceedings, including reasonable attorneys' fees at trial, on appeal and on any petition for review, and in any proceeding in bankruptcy, as may be fixed by the court having jurisdiction over the matter. The parties agree King County, Washington, is the proper jurisdiction and venue for legal proceedings of any matters relating to this Lease. In addition, Ground Lessor shall have the right to appear in any bankruptcy or insolvency proceeding of Ground Lessee or its Sublessees and assigns or otherwise affecting the Premises or this Lease, and Ground Lessee shall pay Ground Lessor a reasonable sum for Ground Lessor's attorneys' fees in all such bankruptcy proceedings, including fees incurred in appeals therein; provided, however, Ground Lessor shall not have the right to appear in any bankruptcy or insolvency proceeding of any Sublessee of Ground Lessee unless either (i) Ground Lessee is then in default under this Lease or (ii) Ground Lessor is a named defendant or other party in interest in any adversary proceeding or contested matter in such Sublessee bankruptcy.

16. **Nonwaiver of Breach.** The failure of Ground Lessor to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants and agreements, or any other covenants or agreements, but the same shall be and remain in full force and effect. Any acceptance by Ground Lessor of a partial payment of Base Rent shall not constitute a waiver of any remaining unpaid Base Rent which may have accrued at that time or which may accrue thereafter.

17. **Successors.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

18. **Eminent Domain.**

a. **Full Taking; Termination.** If as a result of the exercise of the power of eminent domain, all of the Premises is taken, then this Lease shall terminate as of the date of the taking, and the Base Rent shall be prorated on a daily basis to the effective date of such taking, Ground Lessee shall make all payments required hereunder to be made by Ground Lessee to the effective date of such taking, and thereupon this Lease shall cease and terminate.

b. **Compensation Award upon Lease Termination.** All compensation awarded for a condemnation that results in the termination of this Lease shall be paid to Ground Lessor.

c. **Partial Condemnation; Lease Not Terminated.** If, during the Term of this Lease, a portion of the Premises is taken as a result of the exercise of the power of eminent domain and this Lease is not terminated in accordance with this Section 18, then this Lease and all of the terms and provisions hereof shall continue in full force and effect in relation to the portion not so taken. If this Lease shall so

continue in effect, all compensation awarded for such partial taking or takings, after payment of all costs relating to necessary repairs or alterations, shall be paid to Ground Lessor.

d. Deemed Taking. A voluntary conveyance by Ground Lessor to a public utility, agency or authority under threat of taking under the power of eminent domain in lieu of formal condemnation proceedings shall be deemed a taking within the meaning of this Section 18.

19. Insurance.

a. Insurance. Commencing on the Commencement Date, Ground Lessee shall, at its sole expense, obtain and keep in force, during the Term of this Lease: (i) commercial general liability insurance insuring against any liability of Ground Lessee and, to the extent permitted by law, any liability of Ground Lessor and any of its lenders requiring insurance, for bodily injury and property damage liability with respect to the Premises, or arising out of the maintenance, use or occupancy thereof; (ii) Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of any work on or associated with the Premises (iii) workers' compensation insurance, in the amounts required under Washington law, covering all persons employed by Ground Lessee at the Premises and with respect to whom death or injury claims could be asserted against Ground Lessor, Ground Lessee or the Premises; and (iv) such other insurance as is then generally required of ground lessees of similar property and available at a commercially reasonable price. All such insurance shall name Ground Lessor, and its officers, officials, and employees as primary non-contributory additional insureds. The commercial general liability and commercial automobile liability insurance shall insure the performance by Ground Lessee of its indemnity agreement under Section 21 hereof as to liability for injury to or death of persons and injury or damage to property. As of the Commencement Date, it is agreed that commercial automobile liability insurance (or combination of primary insurance and umbrella coverage) with total liability limits not less than Five Million Dollars (\$5,000,000), and commercial general liability insurance (or combination of primary insurance and umbrella coverage) with limits no less than Five Million Dollars (\$5,000,000) combined single limit per occurrence and a minimum aggregate limit no less than Ten Million Dollars (\$10,000,000), is required. All commercial general liability insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

b. Default. Ground Lessee's failure to effectuate any such insurance and renewal policies of insurance required herein, to pay premiums for such policies as they become due and payable, and to deliver all such certificates of insurance and renewals thereof or duplicate originals to Ground Lessor within the time specified shall constitute a default by Ground Lessee under this Lease if such policies or certificates are not provided to Ground Lessor within ten (10) Business Days after Ground Lessor notifies Ground Lessee of the policies or certificates required.

c. Form. All insurance provided for in this Section 19, and all renewals thereof, shall be under policy forms and written by companies reasonably acceptable to Ground Lessor, with, independent of its parent's or any reinsurer's rating, a General Policyholder Rating of A and a Financial Rating of X or better, as reported in the then most current issue of Best's Insurance Guide, or such comparable rating or guide as is agreed to by Ground Lessor in writing. All such insurance shall be primary and non-contributing with any insurance that may be carried by Ground Lessor and have a maximum deductible of \$10,000. All policies shall be subject to the review and approval of Ground Lessor as to form and substance and shall expressly provide (to the extent then available in the commercial insurance market place) that the insurer shall give at least thirty (30) days' prior written notice (but only ten (10) days' prior written notice for nonpayment) to Ground Lessor of any reduction, modification or cancellation of the policy. Upon the issuance thereof, each such policy or a duplicate or certificate thereof shall be delivered to Ground Lessor.

20. **Waiver of Subrogation.** Whether the loss or damage is due to the negligence of either Ground Lessor or Ground Lessee or their agents or employees, or any other cause, Ground Lessor and Ground Lessee do each herewith and hereby release and relieve the other and any other Ground Lessee or its agents or employees from responsibility for, and waive their entire claim of recovery for, any loss resulting from business interruption at the Premises or loss of rental income from the Improvements or any loss or damage to the real or personal property of either located anywhere in the Premises or Improvements, arising out of or incident to the occurrence of any of the perils which are covered by any property insurance policy now or from time to time carried by the parties hereto or any of the perils which would be covered by the standard form of all-risk direct physical damage insurance policy in common use in King County, Washington for comparable properties. Notwithstanding the foregoing, no such release by Ground Lessor or Ground Lessee shall be effective unless such waivers are obtainable by each party.

21. **Indemnification.** Ground Lessor shall not be liable for any injury to any person or to the loss of or any damage to any property occurring in or about the Premises from any cause whatsoever (except to the extent of claims arising from Ground Lessor's gross negligence or intentional misconduct). Ground Lessee hereby agrees to defend, indemnify and hold Ground Lessor harmless from and against all claims, charges, liabilities, obligations, penalties, causes of actions, liens, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any matter arising from Ground Lessee's or any Sublessee's or their respective officers', directors', partners', members', employees', agents', contractors', licensee's or invitees' use of the Improvements, construction of the Improvements, conduct of any business or activity upon the Premises, or any work or other thing done, permitted or suffered by any of such persons in or about the Premises, Ground Lessee's failure to perform any of its obligations under this Lease, and Ground Lessee's failure to comply with any applicable law relating to the Premises or its activities thereon. With respect to any action or claim brought with respect to any matter encompassed by this indemnity, Ground Lessee shall, upon written notice from Ground Lessor, defend the same at Ground Lessee's expense and with counsel reasonably satisfactory to Ground Lessor. Ground Lessee's liability and obligations under this Section shall survive any termination or expiration of this Lease. The foregoing provisions shall not be construed to make Ground Lessee responsible for loss, damage, liability or expense to the extent caused by the gross negligence or willful misconduct of Ground Lessor.

22. **Holdover.** If Ground Lessee shall, with the written consent of Ground Lessor, hold over after the expiration or termination of the Term of this Lease, Ground Lessee shall be deemed to be occupying the Premises on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Ground Lessee agrees to pay to Ground Lessor one hundred fifty percent (150%) of the rate of Base Rent in effect for the month immediately preceding the commencement of the holdover term, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

23. **Transfer of Ground Lessor's Interest.** This Lease shall be assignable by Ground Lessor without the consent of Ground Lessee.

24. **Right to Perform.** If Ground Lessee shall fail to pay any sum of money, other than Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure is not cured after notice and the expiration of any applicable cure period, Ground Lessor may, but shall not be obligated to, and without waiving or releasing Ground Lessee from any obligations of Ground Lessee, make any such payment or perform any such other act on Ground Lessee's part to be made or performed as provided in this Lease; provided, however, any cure period that may otherwise be applicable may be reduced or eliminated to the extent reasonably required for Ground Lessor to act in a timely manner with respect to an emergency, including, without limitation, any imminent risk of property damage, personal injury, or the lapse of any insurance policy. All sums so advanced by Ground Lessor shall be deemed additional Rent, due and payable on the next succeeding Base Rent due date.

Ground Lessor shall have (in addition to any other right or remedy of Ground Lessor) the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Ground Lessee in the payment of Base Rent.

25. **General.**

a. **No Partnership.** Nothing contained herein shall be construed as creating a partnership or joint venture between Ground Lessor and Ground Lessee or cause Ground Lessor to be responsible in any way for debts or obligations of Ground Lessee or any other party.

b. **Entire Agreement; Severability.** This Lease contains all covenants and agreements between Ground Lessor and Ground Lessee relating in any manner to the rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in a written agreement signed by Ground Lessor and Ground Lessee. If any provision of this Lease or the application thereof to any person or circumstance shall prove to any extent invalid or unenforceable, the remaining provisions hereof or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

c. **Time of the Essence.** Time is of the essence with respect to each of the provisions of this Lease.

d. **Memorandum of Lease.** The parties agree that this Lease shall not be recorded, but at the request of either party the parties shall execute and acknowledge an appropriate memorandum of this Lease in the real property records of King County, Washington.

e. **Lease Construction.** The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor strictly against Ground Lessor or Ground Lessee.

f. **Governing Law.** This Lease shall be governed by, and interpreted in accordance with, the laws of the State of Washington as they shall exist from time to time.

g. **Estoppel Certificates.** Upon request of either party, at any time and from time to time, without charge, Ground Lessor and Ground Lessee shall execute and deliver to the other, within fifteen (15) Business Days after receipt of the request, a written instrument: (i) certifying that this Lease has not been amended or modified and is in full force and effect or, if there has been a modification or amendment, that this Lease is in full force and effect as modified or amended, and stating the modifications or amendments; (ii) specifying the date to which Base Rent has been paid; (iii) stating whether to the best knowledge of the party executing the instrument, the other party is in default and if so, stating the nature and amount of the default; (iv) stating the Commencement Date; and (v) addressing such other issues as may be reasonably requested by the requesting party.

h. **Force Majeure.** Performance by Ground Lessor or Ground Lessee of its obligations under this Lease shall be extended by the period of delay caused by force majeure; provided, however, that Ground Lessee's monetary obligations shall not be subject to extension of time pursuant to this Section. Force majeure is war, act of terrorism, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages,

blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform however caused).

i. Consequential Damages. Ground Lessor and Ground Lessee waive any claim for consequential damages which one may have against the other for breach of or failure to perform or observe the requirements and obligations created by this Lease, except as otherwise stated in the remedies provision of this Lease.

j. Counterparts. This Lease 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 executed this Lease the day and year first above written.

GROUND LESSOR:

CITY OF SEATAC

By _____
Carl C. Cole, City Manager

Approved as to Form:

City of SeaTac Legal Department

GROUND LESSEE:

ADARA AT SEATAC, LLC,
a Washington limited liability company

By: **Adara SeaTac Manager, LLC,** a
Washington limited liability company

By _____
_____, Manager

EXHIBIT A TO GROUND LEASE

Legal Description

Parcel B, SeaTac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020, under Recording No. 20200501900001.

DRAFT

EXHIBIT B TO GROUND LEASE

Permitted Exceptions

DRAFT

EXHIBIT C

Reciprocal Easement Agreement

Filed for Record at Request of and
copy returned to:

POLARIS AT SEATAC, LLC
120 W. Cataldo Ave., Suite 100
Spokane, WA 99201
Attention: Scott Morris

RECIPROCAL EASEMENT AGREEMENT

This RECIPROCAL EASEMENT AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2020 (the "Effective Date"), by and between POLARIS AT SEATAC, LLC, a Washington limited liability company ("Polaris") and ADARA AT SEATAC, LLC, a Washington limited liability company ("Adara"). Polaris and Adara may be collectively referred to as the "Parties" and individually referred to as a "Party" in this Agreement.

Polaris owns a parcel of property located in the City of SeaTac, King County, Washington, legally described on the attached Exhibit A (the "Polaris Parcel"). Adara holds a leasehold estate in a parcel of property located adjacent to the Polaris Parcel in the City of SeaTac, King County, Washington, legally described on the attached Exhibit B (the "Adara Parcel"), pursuant to a ground lease dated as of _____, 2020 (the "Ground Lease"), between Adara as ground lessee and the City of SeaTac ("Ground Lessor"). A Memorandum of Ground Lease was recorded in the real property records of King County, Washington, under Recording No. _____. Ground Lessor is the owner of the Adara Parcel. The Polaris Parcel and the Adara Parcel may be referred to collectively in this Agreement as the "Parcels."

The Parties desire to grant each other a reciprocal easement for ingress and egress over a portion of the Parcels as depicted on the attached Exhibit C (the "Access Area") for purposes of: (i) access between the Parcels and South 152nd Street (to the north), Military Road South (to the east), and South 154th Street (to the south); and (ii) the shared/joint use of the twelve (12) parking spots (the "Parking Spots") and the two (2) dumpster staging areas (the "Dumpster Staging Areas") located within the Access Area on the Polaris Parcel as depicted on the attached Exhibit D.

The Parties also desire to grant easements for: (i) certain utilities (sewer and water) that will be installed across the Polaris Parcel to serve the Adara Parcel; and (ii) the Stormwater Facilities (defined below) that will be installed on the Polaris Parcel to service both Parcels, including the maintenance and cost sharing associated with the Stormwater Facilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. All of the recitals above are incorporated by reference as though fully set forth in this Agreement.

2. Access Easement. Each Party hereby grants to the other Party, and their respective successors, assigns, agents, employees, tenants and invitees, a non-exclusive perpetual easement for ingress and egress and the passage of vehicles and pedestrians over that portion of the Parcels comprising the Access Area for purposes of: (i) access between the Parcels and South 152nd Street (to the north), Military Road South (to the east), and South 154th Street (to the south); and (ii) accessing the Parking Spots. Neither Party shall erect, construct or maintain any permanent wall, fence or barrier of any kind on the Access Area that would prevent or unreasonably impair the free access to and movement on the Access Area, unless such wall, fence or barrier is specifically consented to by the other Party.

3. Parking and Dumpster Staging Easement. Polaris hereby grants to Adara and its successors, assigns, agents, employees, tenants and invitees, a non-exclusive perpetual easement for the shared/joint use (with Polaris and its successors, assigns, agents, employees, tenants and invitees) of: (i) the twelve (12) Parking Spots located within the Access Area for the parking of vehicles; and (ii) the two (2) Dumpster Staging Areas located within the Access Area for the staging of dumpsters on trash collection days. The Parties may install signs or otherwise mark the Parking Spots as reserved for use by Polaris and Adara, and may install signs or otherwise mark the Dumpster Staging Areas as no parking zones. For the avoidance of doubt, even though Polaris and Adara shall have shared/joint use of the Dumpster Staging Area, each Party shall be solely responsible for contracting for, and paying the cost of, their own trash disposal.

4. Maintenance of Access Area. Each Party shall refrain from causing any damage to the Access Area, other than ordinary wear and tear consistent with the use and rights granted herein, and each Party shall immediately repair any damage caused by such Party (or its successors, assigns, agents, employees, tenants and invitees), at such party's sole cost and expense. Until completion of the initial development of the Adara Parcel (as evidenced by the issuance of a Certificate of Occupancy for the completed project), Polaris shall be solely responsible for maintaining the improvements in the Access Area in a safe, clean and good condition at its sole cost and expense. Following completion of the initial development of the Adara Parcel, Polaris shall continue to be solely responsible for maintaining the improvements in the Access Area in a safe, clean and good condition; provided, however, that following such development Adara and/or Adara's successors and assigns shall be responsible for one-half (1/2) of the on-going costs to maintain the Access Area in a safe, clean and good condition so that both Parties may both obtain the benefits of the Access Area and rights granted under the terms of this Agreement. Such cost to be shared and reimbursed to Polaris shall include, but not be limited to, repairing and/or resurfacing the asphalt/concrete/curbs, snow removal, and general clean-up necessary to maintain the Access Area in a safe, clean and good condition (hereinafter "Access Area Maintenance Costs"). Adara and/or Adara's successors and assigns shall reimburse Polaris for said Access Area Maintenance Costs within thirty (30) days after receipt of a billing. If Adara fails to pay any sum owed to Polaris within fifteen (15) days after such sum is due, Polaris may impose a late charge equal to ten percent (10%) of the sum due. Additionally, if Adara fails to pay any sum owed to Polaris within thirty (30) days after such sum is due, the unpaid sum (including any late charge) owed by Adara will thereafter bear interest at a rate of twelve percent (12%) per annum until paid. Any unpaid billing shall constitute a lien on the Adara Parcel and may be enforced in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law.

5. Pancake Chef Easement. Adara and Ground Lessor acknowledge that the Access Area is burdened by the Second Amended Easement Agreement that Polaris granted to 15201 Military Road South, LLC and Three S, Inc., d/b/a The Pancake Chef, which was recorded on May 7, 2020 under Recording No.

20200507000560 (the "Pancake Chef Easement"). Specifically, Adara and Ground Lessor acknowledge that the following provision in the Pancake Chef Easement burdens a portion of the Adara Parcel:

Ingress and Egress Easement. Grantor grants and conveys to Grantee a non-exclusive easement over and across the drive aisles on the Property, which will extend from Military Road South, South 154th Street, and South 152nd Street, for vehicular ingress and egress to the Restaurant Parking Area. Grantor shall designate the area to be used for such access from time to time and control traffic patterns so long as it does not reconfigure the parking spaces in the Restaurant Parking Area or unreasonably interfere with the vehicular access right granted by this easement.

Adara and Ground Lessor hereby consent to, and agree to abide by, the ingress and egress covenants and obligations set forth in the Pancake Chef Easement as if they were grantors thereunder.

6. Utilities Easement. Polaris hereby grants to Adara and to Adara's successors and assigns a non-exclusive perpetual easement to install, maintain and repair the sewer lines and water lines to be installed across the Polaris Parcel to serve the Adara Parcel, as depicted on the utility plan attached Exhibit E (the "Utilities"), together with the right of ingress and egress over the Polaris parcel as necessary to accomplish the same. This easement for the Utilities is not exclusive, and Polaris reserves unto itself and to the future owners of the Polaris Parcel the right to utilize the area above and around the Utilities, so long as such use does not obstruct, endanger or interfere with the Utilities and other rights granted herein. The parties acknowledge that upon completion and acceptance of the Utilities, Adara will dedicate the sewer lines to the Valley View Sewer District and the water lines to King County Water District No. 125 (the "Utilities Conveyance"). Until the Utilities Conveyance, Adara shall be solely responsible for maintaining the Utilities in a good and operable condition at its sole cost and expense. Consistent with Section 8 below, Adara shall promptly repair and restore any area of the Polaris Parcel that is damaged or disrupted in connection with the installation, maintenance, or repair of the Utilities, whether undertaken by Adara, the Valley View Sewer District, or King County Water District No. 125.

7. Stormwater Facilities Easement. Polaris hereby grants to Adara and to Adara's successors and assigns a non-exclusive perpetual easement for the privately maintained stormwater drainage and detention facilities, including, but not limited to, the pipes, swales, tanks, vaults, ponds and other engineered structures to be installed on the Polaris Parcel to manage and/or treat stormwater from the Parcels (the "Stormwater Facilities"). Each Party shall refrain from causing any damage to the Stormwater Facilities, other than ordinary wear and tear consistent with the use and rights granted herein, and each Party shall immediately repair any damage caused by such Party (or its successors, assigns, agents, employees, tenants and invitees), at such party's sole cost and expense. Until the completion of the initial development of the Adara Parcel (as evidenced by the issuance of a Certificate of Occupancy for the completed project), Polaris shall be solely responsible for maintaining the Stormwater Facilities in a good and operable condition at its sole cost and expense. Following completion of the initial development of the Adara Parcel, Polaris shall continue to be solely responsible for maintaining the Stormwater Facilities in a good and operable condition; provided, however, that following such development Adara and/or Adara's successors and assigns shall be responsible for one-half (1/2) of the on-going costs to maintain the Stormwater Facilities in a good and operable condition so that both Parties may both obtain the benefits of the Stormwater Facilities and rights granted under the terms of this Agreement. Such cost to be shared and reimbursed to Polaris shall include, but not be limited to, inspecting, maintaining and repairing the Stormwater Facilities in accordance with the Declaration of Stormwater Facility Maintenance Agreement recorded against the Polaris Parcel (hereinafter "Stormwater Facilities Maintenance Costs"). Adara and/or Adara's successors and assigns shall reimburse Polaris for said Stormwater Facilities Maintenance Costs within thirty (30) days after receipt of a billing. If Adara fails to pay any sum owed to Polaris within fifteen (15) days after such sum is due, Polaris may impose a late charge equal to ten percent (10%) of the sum due. Additionally, if

Adara fails to pay any sum owed to Polaris within thirty (30) days after such sum is due, the unpaid sum (including any late charge) owed by Adara will thereafter bear interest at a rate of twelve percent (12%) per annum until paid. Any unpaid billing shall constitute a lien on the Adara Parcel and may be enforced in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law.

8. Damage to Easement Areas/Utility Lines; Liens. Each Party shall refrain from causing any damage to the easement areas granted under this Agreement (including, without limitation, the utility lines covered by the easements), other than ordinary wear and tear consistent with the use and rights granted herein, and each Party shall immediately repair any damage caused by such Party (or its successors, assigns, agents, employees, tenants and invitees) at such Party's sole cost and expense. Each Party shall promptly pay or cause to be paid all contractors and all other persons furnishing labor, services or materials for construction within the easement areas granted under this Agreement, and shall keep the other Party's Parcel free and clear of all liens that could be imposed as a result of such construction.

9. Property Taxes. Each Party shall continue to be responsible for and pay (or cause to be paid) all taxes, including, without limitation, real estate taxes and special assessments, applicable to such Party's Parcel, regardless of the easements and interests granted or created by this Agreement.

10. Indemnification. Each Party (and each of their successors and assigns) shall indemnify, defend and hold the other Party (and the other Party's successors and assigns) harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from that Party's (or such Party's successors, assigns, agents, employees, tenants and invitees) use of the easement areas granted under this Agreement, unless caused by the gross negligence or willful misconduct of the other Party.

11. Insurance. Each Party, at its sole expense, shall maintain commercial general liability insurance with a minimum combined single limit of bodily injury, personal injury, and property damage coverage of \$2,000,000, insuring against all liability arising out of or in connection with such Parties' use of the other Parties' Parcel. Each Party, and Ground Lessor, must be named as an additional insured under the other Party's insurance policy. Each Party's insurance policy must be primary and noncontributory to any insurance maintained by either Party. All insurance must be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of the limits of liability, will operate in the same manner as if there were a separate policy covering each insured. All insurance maintained pursuant to this Agreement must include a waiver of any right of subrogation of the insurers thereunder against the applicable Party.

12. Not a Public Dedication. The easements established by this Agreement are for the benefit of and restricted solely to the use of the Parties, their successors, assigns, agents, employees, tenants and invitees and may be used only for the purposes described in this Agreement. Nothing contained in this Agreement will be deemed to be a public dedication of any portion of the Polaris Parcel or the Adara Parcel in the general public or for the general public or for any public purposes whatsoever.

13. Covenants Run with Land. The easements, benefits, and obligations contained in this Agreement: (i) will be deemed to be covenants that run with each of the Parcels (including Ground Lessor's fee interest in the Adara Parcel); (ii) will bind every person having any fee, leasehold or other interest in any portion of the Parcels at any time or from time-to-time to the extent that such portion is affected or bound by the covenant, restriction or provisions to be performed on such portion; and (iii) will inure to the benefit of and will be binding upon the Parties, and their respective successors and assigns as to their respective Parcels and to the benefit of mortgagees, lessees, and sublessees under mortgages, leases, and subleases covering the Parcels, or any portion thereof and beneficiaries and trustees under deeds of trust

covering the Parcels, or any portion thereof. Each and all of the easements and rights granted or created in this Agreement are appurtenances to the applicable portions of the Parcels, and none of such easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such portions. Without limiting any of the foregoing, the easements granted pursuant to this Agreement shall inure to the benefit of Ground Lessor so long as Ground Lessor holds fee simple title to the Adara Parcel and also shall benefit any successors or assigns of Ground Lessor that hold fee simple title to the Adara Parcel.

14. Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15. No Waiver. Failure to enforce any provision, restriction, covenant, remedy, or condition in this Agreement will not operate as a waiver of any such provision, restriction, covenant, remedy, or condition or of any other provisions, restrictions, covenants, remedies, or conditions.

16. Construction. Wherever used in this Agreement, unless the context otherwise provides, the singular form will include the plural, the plural will include the singular, and the use of any gender will include all genders. The section headings set forth in this Agreement are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of any section or provision of this Agreement.

17. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties will not, in any way or for any purpose become partners or joint venturers of the other.

18. Governing Law and Venue. This Agreement is governed by the laws of the State of Washington. The Parties specifically consent to jurisdiction and venue in King County, Washington.

19. Attorneys' Fees. In the event of any breach, default or violation by any Party of any terms of this Agreement or any dispute involving interpretation of this Agreement, the non-prevailing Party shall be responsible for and shall pay any and all reasonable attorneys' fees and costs, or expenses incurred by the prevailing Party by reason of such breach, default, violation or dispute, whether or not a legal action is filed, including those, if any, on appeal or in bankruptcy.

20. Counterparts. This Agreement may be executed in counterparts.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

22. Miscellaneous. Each exhibit referenced in this Agreement is incorporated into this Agreement. This Agreement may not be amended except by a writing signed by each Party, and (i) Polaris' investor member (identified in Section 24 below); and (ii) so long as the Ground Lease is in effect, Ground Lessor. No Party may assign its obligations under this Agreement without the prior written consent of the other Party, and so long as the Ground Lease is in effect, Ground Lessor; and each Party's rights under this Agreement are not severable from their respective fee/leasehold interest in the Parcels. Any purported assignment without each Party's prior written consent will be void. This Agreement may be executed in counterparts.

23. Ground Lessor. Notwithstanding any other provision of this Agreement, Ground Lessor is entering into this Agreement solely for the purpose of confirming that Ground Lessor's right, title and interest in and to the Adara Parcel are subject to and forever bound by the easements and other agreements

herein affecting the Adara Parcel. Ground Lessor shall have no liability whatsoever for performance of any obligations of any of Adara's under this Agreement and Polaris waives and releases any claim of any nature whatsoever against Ground Lessor for any default by Adara under this Agreement, except for Ground Lessor's breach of Section 5 above. Except for Ground Lessor's breach of Section 5 above, Adara hereby agrees to hold harmless, protect, indemnify and defend Ground Lessor from and against any loss, liability, cost or expense of any nature whatsoever incurred by Ground Lessor arising out of or in any way related to this Agreement.

24. Notice. Any notice that is required or permitted to be given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, or sent by prepaid, first class U.S. mail addressed as follows:

Polaris: Polaris at SeaTac, LLC
Attn.: Scott Morris, Inland Group
120 West Cataldo Avenue, Suite 100
Spokane, WA 99201
Telephone: (509) 891-5162

With copy to the Polaris' investor member at the address below, which party (and its successors and assigns) shall have the same notice and cure rights as Polaris:

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street, 17th Floor
Charlotte, NC 28288
Attn: Director of Tax Credit Asset Management

Adara: Adara at SeaTac, LLC
Attn.: Scott Morris, Inland Group
120 West Cataldo Avenue, Suite 100
Spokane, WA 99201
Telephone: (509) 891-5162

Ground Lessor: City of SeaTac
Attn.: City Manager
4800 S. 188th Street
SeaTac, WA 98188
Telephone: (206) 973-4800

Any party may change its address by notifying the other party of the change in the manner provided above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

POLARIS:

POLARIS AT SEATAC, LLC, a Washington
limited liability company

By: Polaris SeaTac Manager, LLC
Its: Manager

By: _____
Name: _____
Its: _____

ADARA:

ADARA AT SEATAC, LLC, a Washington limited
liability company

By: Adara SeaTac Manager, LLC
Its: Manager

By: _____
Name: _____
Its: _____

GROUND LESSOR:

CITY OF SEATAC:

By _____
Carl C. Cole, City Manager

Approved as to Form:

City of SeaTac Legal Department

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the Manager of Polaris SeaTac Manager, LLC, the Manager of Polaris at SeaTac, LLC, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My appointment expires: _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2020, before me personally appeared _____, to me known to be the Manager of Adara SeaTac Manager, LLC, the Manager of Adara at SeaTac, LLC, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

WITNESS my hand and official seal hereto affixed this _____ day of May, 2020.

Printed Name: Ellaine M. Wi
Notary Public in and for the State of
Washington, residing at SeaTac,
King County, Washington
My commission expires: 12/1/2021

EXHIBIT "A"

Polaris Parcel

Parcel A, Seatac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020, under Recording No. 20200501900001.

Situate in King County, Washington

EXHIBIT “B”

Adara Parcel

Parcel B, Seatac Center Lot Line Adjustment File No. SUB20-0002, recorded May 1, 2020, under Recording No. 20200501900001.

Situate in King County, Washington

DRAFT

EXHIBIT “C”

Access Area

DRAFT

EXHIBIT “D”

Map of Parking Spots and Dumpster Staging Areas

DRAFT

EXHIBIT “E”

Utility Plan

DRAFT

RESOLUTION NO. 20-006

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the City Manager to execute a Multi-Family Tax Exemption Agreement with Riverton Housing, LLC related to the proposed development at the Mayer Court Apartments site.

WHEREAS, RCW 84.14 and SMC 3.85 provide for a property tax exemption for the construction of multifamily housing; and

WHEREAS, the City has received an application for a multifamily tax exemption from Riverton Housing, LLC for the Mayer Court Apartments multifamily mixed-use development, that will create 117 new apartments in the City's 154th Street Station Area; and

WHEREAS, the Mayer Court Apartments project qualifies for an 8-year exemption pursuant to RCW 84.14.020 (1)(a)(ii)(A); and

WHEREAS, pursuant to SMC 3.85.070, the City Manager has approved the application and the agreement between the City and Riverton Housing, LLC, which must be entered into prior to the City issuing a Conditional Certificate of Tax Exemption;

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

Section 1. The City Manager is authorized to execute the Multi-Family Tax Exemption Agreement with Riverton Housing, LLC, in substantially similar form as attached hereto as Exhibit A.

PASSED this 26th day of May, 2020 and signed in
authentication thereof on this 26th day of May, 2020.

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

[MFTE Agreement—Mayer Court Apartments]

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT BETWEEN THE CITY OF SEATAC AND
RIVERTON HOUSING, LLC FOR THE
MAYER COURT APARTMENTS**

THIS MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT (“Agreement”) is entered into this ____ day of June, 2020, by and between the City of SeaTac, a Washington municipal corporation (the “City”) and Riverton Housing, LLC, a Washington limited liability company (the “Owner”).

RECITALS

WHEREAS, the City has an interest in increasing residential opportunities by stimulating construction of new multi-family housing in the South 154th Street Station Area, as designated in the City’s Comprehensive Plan (“154th Street Station Area”) to increase housing opportunities; and

WHEREAS, the City also seeks to achieve development densities that enhance the use of the community’s mass transit opportunities and the public investment in such opportunities and promote community development and fulfillment of the City’s South 154th Street Station Area Plan; and

WHEREAS, the City has, pursuant to the authority granted to it by RCW 84.14, designated the City’s Urban Center, as designated in the City’s Comprehensive Plan, as a Residential Targeted Area for the provision of either eight- or twelve-year limited multi-family property tax exemptions (“MFTE”) for qualifying multi-family residential housing; and

WHEREAS, the South 154th Street Station Area is located with the City’s Urban Center; and

WHEREAS, the City has, through Chapter 3.85 of the SeaTac Municipal Code (“SMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the King County Assessor that the property owner is eligible to receive a limited property tax exemption; and

WHEREAS, pursuant to SMC 3.85.060, the Owner submitted to the City a complete application, dated August 5, 2019, and subsequently revised on March 2, 2020 (the “Application”), for an eight-year MFTE for constructing 117 units of new multi-family residential housing located in the South 154th Street Station Area, to be referred to as the “Mayer Court Apartments” (the “Project”, more specifically described below); and

WHEREAS, pursuant to SMC 3.85.070, the City’s Community and Economic Development Director and the City Manager have determined that the Project, if completed as proposed, satisfies the requirements for an eight-year Final Certificate of Tax Exemption as required under Chapter 3.85 SMC and has approved the Owner’s Application; and

WHEREAS, the SeaTac City Council passed Resolution No. 20-____ approving this Agreement and the terms of the Project and eligibility for the MFTE under Chapter 3.85 SMC;

AGREEMENT

NOW, THEREFORE, the City and the Owner do mutually agree as follows:

1. Subject Property and Project.

- 1.1. The Property.** The Owner has submitted to the City preliminary site plans (City of SeaTac File No. SPR 19-0001) for a multi-family residential housing development located at generally at 15005 15025 Military Road South, in the City's South 154th Street Station Area (the "Property").
- 1.2. The Project.** The proposed Project on the Property is a multi-family development consisting of a six-story mixed-use building with 47 parking spaces in structured parking, 10,445 square feet of commercial space, and 105 residential units. The development also includes two sixplex apartment buildings and 85 surface parking spaces.

2. Conditional Certificate of Acceptance. Upon execution of this Agreement by all parties, the City shall issue the Owner a conditional certificate of acceptance of tax exemption ("Conditional Certificate"), which shall expire three (3) years from the date of City Council approval unless an extension is granted by the City pursuant to SMC 3.85.070 (D).

3. Final Certificate of Tax Exemption.

- 3.1. Project Requirements.** To qualify for a final certificate of tax exemption ("Final Certificate"), the Owner shall complete construction of the Project on the Property:
 - 3.1.1. in compliance with SMC 3.85.040;
 - 3.1.2. substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement;
 - 3.1.3. pursuant to all applicable Project permit conditions and requirements;
 - 3.1.4. in compliance with all other generally applicable local, state, and federal land use, environmental, development, and building regulations; and
 - 3.1.5. within the three-year time period as provided for on the Conditional Certificate, or within any extension thereof granted by the City.

- 3.2. Application for Final Certificate.** The Owner may request a Final Certificate upon completion of the Project and the City's issuance of either a temporary or permanent certificate of occupancy. Such request shall be submitted pursuant to the requirements of SMC 3.85.100.
- 3.3. Granting of Final Certificate.** The City shall review and either grant or deny the Owner a Final Certificate for the Project pursuant to SMC 3.85.100.
- 3.4. Annual Reporting.** Upon the City's granting of a Final Certificate, the Owner shall be responsible to comply with the annual certification and reporting requirements pursuant to SMC 3.85.110, in addition to any and all other reporting requirements of the King County Assessor's office, to maintain the tax exemption status.
- 3.5. Cancellation of Tax Exemption.** The tax exempt status of the Project may be cancelled, and the Final Certificate revoked, if the Property no longer qualifies for the tax exemption or for the reasons set forth in SMC 3.85.120.

4. General Provisions.

- 4.1. Statute References.** In this Agreement, unless the context otherwise requires, a reference to the SMC or other statute or law is a reference to that provision as extended, applied, amended, or enacted from time to time and includes any subordinate legislation.
- 4.2. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.
- 4.3. Amendment.** This Agreement may not be modified or amended except by writing signed by the parties and pursuant to SMC 3.85.080.
- 4.4. Assignment.** The Owner shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 4.5. No Waiver.** Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of

the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

- 4.6. Severability.** Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.
- 4.7. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by certified mail with postage prepaid to the address included in the signature block below, or to such other person or place as one party shall furnish to the other in writing. Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.
- 4.8. Governing Law/Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.
- 4.9. Attorney's Fees.** If any party initiates legal proceedings related to the validity, construction, enforcement, interpretation, or breach of this Agreement, the substantially prevailing party shall be entitled to all costs of such proceedings including reasonable attorney's fees. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.
- 4.10. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.
- 4.11. Recording.** Upon execution by all parties, the Owner shall timely record this Agreement against the Property with the King County Auditor at the sole expense of the Owner.
- 4.12. Authority.** Each individual executing this Agreement on behalf of the City and the Owner represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of each.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SEATAC

RIVERTON HOUSING, LLC

By: _____
Printed Name: Carl C. Cole
Title: City Manager
Date: May 20, 2020

By: _____
Printed Name: _____
Title: _____
Date: May 20, 2020

Approved as to Form:

City of SeaTac Legal Department

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

WITNESS my hand and official seal hereto affixed this _____ day of May, 2020.

Printed Name: Ellaine M. Wi
Notary Public in and for the State of
Washington, residing at SeaTac,
King County, Washington
My commission expires: 12/1/2021

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

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

WITNESS my hand and official seal hereto affixed this _____ day of May, 2020.

Printed Name: _____
Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____

RESOLUTION NO. 20-007

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Six-Year Transportation Improvement Program for the years 2021-2026.

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 2021-2026, 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 23rd day of June 2020 and signed in authentication thereof this

23rd day of June, 2020.

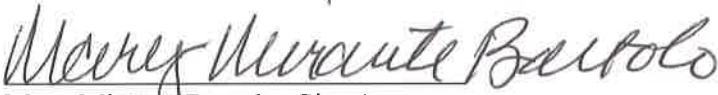
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Six-Year TIP 2021-2026]



Project No.
and

2021 - 2026 Transportation Improvement Plan

D - DESIGN
S - STUDY
ST -STREET PROJECT
ST-N - NON-MOTORIZED PROJECT

R/W - RIGHT OF WAY
C - CONSTRUCTION
MP - MISCELLANEOUS PROJECT

Priority	Project Title and Description		Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
ST-N#	Neighborhood Multi-Modal Transportation Improvement 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, 4.4A, 4.4B, 4.4C, 4.4D, 4.4E, 4.4F, 4.4G, 4.4H, 4.4I	Council Goal 1 PSRC MPP-G-1, T-1, 14, 15, 16, 23, 24
1	Annual projects to implement the Safe and Complete Streets Plan to construct pedestrian and bicycle facilities on selected streets. Projects shown in Table 4-5 in the TMP.			See TIP projects ST-141, ST-N34, and ST-N64	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	\$7,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	Goal 4.1, Policy 4.1A, 4.2S	Council Goal 1 PSRC MPP-G-1, T-1, 2, 14
2	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life, and overlay pavements that are structurally declining.			D/C	D/C	D/C	D/C	D/C	D/C		
MP-033	Commute Trip Reduction Program Annual Element	Citywide	\$0							Goal 4.1, Policy 4.1A, 4.1B	Council Goal 1 PSRC 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	\$1,200,000	\$200,000	\$200,000	\$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-015	34th Ave S	S 160th St to S 166th St	\$5,300,000	\$5,300,000						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
6	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, shared bicycle facilities, and sidewalks. Install traffic calming measures. Underground utility lines.			C (\$1,932,000 SRTS Grant)							
ST-N80	South 200 th Street Pedestrian and Bicycle Shared Pathway Project	Sidewalk/Pedestrian	\$600,000	\$600,000						Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.2R, 4.4A, 4.4C, 4.4D, 4.4E, 4.4G	Council Goal 1, 5 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 17, 18, 26
7	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 (\$400,000 Transportation Improvement Board Grant)							



Project No.
and

2021 - 2026 Transportation Improvement Plan

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C - CONSTRUCTION
MP - MISCELLANEOUS PROJECT

Priority	Project Title and Description		Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
ST-162	International Blvd Safety Improvements	Throughout Corridor	\$500,000	\$500,000						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
8	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							
STUDY	S 200th St Corridor Study	International Blvd to Military Rd S	\$50,000	\$50,000						Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.2R, 4.4D, 4.4E, 4.4G	Council Goal 1, 5 PSRC MPP-G-1, T-1, 14, 15, 16, 17, 18, 21, 23, 24, 26
9	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	\$50,000	\$50,000						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
10	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 ST-N39.			S							
ST-141	32nd Ave S	S 170th St to S 176th St	\$5,900,000	\$900,000	\$4,000,000	\$1,000,000				Goal 4.1, 4.4, Policy 4.1A, 4.3A, 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
11	Reconstruct roadway, construct drainage, curb, gutter, sharrows, and sidewalks.			D = \$500,000 R/W = \$400,000	C	C					
ST-N34	32nd Ave S and S 180th St	S 176th St to S 180th Pl; S 180th St to east terminus	\$2,350,000	\$350,000	\$2,000,000					Goal 4.1, 4.4, Policy 4.1A, 4.3A, 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
12	Improve intermittent pedestrian facilities and build new pedestrian facilities on S 180th St.			D = \$300,000 R/W = \$50,000	C						
ST-N64	S 176th St	International Blvd to 32nd Ave S	\$1,050,000	\$250,000	\$800,000					Goal 4.1, 4.4, Policy 4.1A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1 MPP-G-1, T-1, 14, 15, 16, 23, 24
13	Focus on improving pedestrian facilities along north side of S 176th St to provide better access to transit services along International Blvd.			D = \$200,000 R/W = \$50,000	C						



Project No.
and

2021 - 2026 Transportation Improvement Plan

D - DESIGN
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Priority	Project Title and Description		Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
ST-126	S 152nd St Improvements	30th Ave S to Military Rd	\$6,008,000		\$800,000	\$5,208,000				Goal 4.1, 4.2, 4.3, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.3A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1, 4 PSRC MPP-G-1, T-1, 14, 15, 16, 21, 23, 24, 26
14	Widen existing roadway and construct sidewalks, bicycle lanes, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.				D = \$600,000 R/W = \$200,000	C					
ST-161	S 200th St	International Blvd to Military Rd	\$300,000		300,000					Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.2R, 4.4D, 4.4E, 4.4G	Council Goal 1, 5 PSRC MPP-G-1, T-1, 14, 15, 16, 17, 18, 21, 23, 24, 26
15	Implement improvements based on S 200th St Corridor Plan.				D						
ST-N10	S 188th St	Military Rd to 46th Ave S	\$1,150,000		\$250,000	\$900,000				Goal 4.1, 4.4, Policy 4.1A, 4.4A, 4.4C, 4.4D, 4.4E	Goal 4.1, 4.4, Policy 4.1A, 4.4A, 4.4C, 4.4D, 4.4E
16	Improve existing pedestrian facility.				D = \$200,000 R/W = \$50,000	C					
ST-016	34th Ave S, Phase 2	S 166th St to S 176th St	\$14,497,000			\$1,197,000	\$6,650,000	\$6,650,000		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
17	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, shared bicycle facilities, and sidewalks. Install traffic calming measures. Underground utility lines.					D = \$996,000 (PSRC = \$861,540; City = \$134,460) R/W = \$201,,000	C	C			
ST-157	32nd Ave S Improvements	S 152nd St to S 154th St	\$3,200,000			\$300,000	\$900,000	\$2,000,000		Goal 4.1, 4.2, 4.3, 4.4, Policy 4.1A, 4.2J, 4.2H, 4.2P, 4.3A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1, 4 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 21, 23, 24, 26
18	Reconstruct and widen roadway; install curb, gutter, storm drainage, bicycle lanes, and sidewalk improvements.					D = \$150,000 R/W = \$150,000	D = \$300,000 C = \$600,000	C			
ST-164	S 154th St	32nd Ave S and SR 518 Westbound Off Ramp	\$1,129,000			\$250,000	\$879,000			Goal 4.1, 4.2 Policy 4.1A, 4.2H	Council Goal 4 PSRC MPP-G-1, T-1, 9, 14, 21, 26
19	Install traffic signal at new 32nd Ave S intersection. This is consistent with the S 154th St Station Area Plan. This project is conditioned on realignment of SR518 WB off-ramp to S 154th St by WSDOT.					D	C				
ST-158	30th Ave S Improvements	S 152nd St to S 154th St	\$2,000,000			\$200,000	\$800,000	\$1,000,000		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	Council Goal 1, 4 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 21, 23, 24, 26



Project No.
and

2021 - 2026 Transportation Improvement Plan

D - DESIGN

S - STUDY

ST -STREET PROJECT

ST-N - NON-MOTORIZED PROJECT

R/W - RIGHT OF WAY

C - CONSTRUCTION

MP - MISCELLANEOUS PROJECT

Priority	Project Title and Description	Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
20	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.				D = \$150,000 R/W = \$50,000	D = \$200,000 C = \$600,000	C			



Project No.
and

2021 - 2026 Transportation Improvement Plan

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MP - MISCELLANEOUS PROJECT

Priority	Project Title and Description		Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
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
21	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 34th 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	\$1,417,204				\$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
22	Construct new separated bikeway and improved pedestrian facility.						D	C			
ST-069	S 208th St	International Blvd to 28th/24th Ave S	\$1,650,000					\$350,000	\$1,300,000	Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.2R, 4.4A, 4.4C, 4.4D, 4.4E, 4.4G	Council Goal 1 PSRC MPP-G-1, T-1, 9, 14, 15, 16, 17, 18, 23, 24, 26
23	Reconstruct roadway to urban principal arterial with pedestrian and separated bicycle facilities.							D=\$200,000 R/W=\$150,000	D=\$300,000 C=\$1,000,000		
ST-140	S 216th St	I-5 to 35th Ave S	\$1,550,000					\$350,000	\$1,200,000	Goal 4.1, 4.2, 4.4, Policy 4.1A, 4.2J, 4.2P, 4.2R, 4.4A, 4.4C, 4.4D, 4.4E, 4.4G	Council Goal 1 PSRC MPP-G-1, T-1, 14, 15, 16, 23, 24, 26
24	Reconstruct roadway, install drainage, curb, gutter, sharrows, and sidewalks. Underground utility lines.							D=\$200,000 R/W=\$150,000	D=\$200,000 C=\$1,000,000		
ST-N22	S 152nd St	29th Ln S to 30th Ave S	\$800,000				\$200,000	\$600,000		Goal 4.1, 4.4, Policy 4.1A, 4.3A, 4.4A, 4.4C, 4.4D, 4.4E	Council Goal 1 MPP-G-1, T-1, 14, 15, 16, 21, 23, 24
25	Construct new pedestrian facility.						D = \$150,000 R/W = \$50,000	C			



Project No.
and

2021 - 2026 Transportation Improvement Plan

D - DESIGN
S - STUDY
ST -STREET PROJECT
ST-N - NON-MOTORIZED PROJECT

R/W - RIGHT OF WAY
C - CONSTRUCTION
MP - MISCELLANEOUS PROJECT

Priority	Project Title and Description		Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
ST-N53	S 152nd St	24th Ave S to 30th Ave S	\$2,000,000				\$200,000	\$800,000	\$1,000,000	Goal 4.1, 4.4, Policy 4.1A, 4.3A, 4.4A, 4.4D, 4.4E, 4.4G	Council Goal 1 MPP-G-1, T-1, 14, 15, 16, 21, 23, 24
26	Construct new separated bikeway and pedestrian facility.						D = \$150,000 R/W = \$50,000	D = \$200,000 C = \$600,000	C		
ST-044	S 198th St	International Blvd to 28th Ave S	\$920,000						\$920,000	Goal 4.1, 4.4, Policy 4.1A, 4.2P, 4.4A, 4.4E	PSRC MPP-G-1, T-1, 14, 26
27	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 = \$420,000 R/W = \$500,000		
ST-022	Military Rd S	S 128th St to S 150th St	\$250,000						\$250,000	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, 4 MPP-G-1, T-1, 14, 15, 16, 21, 23, 24, 26
28	Reconstruct and widen to provide for drainage, bicycle lanes, and pedestrian facilities. Construct left turn lanes at high volume intersections.								D		
MP-069	Federal Way Transit Extension	S 200th St to Federal Way	\$0							Goal 4.1, 4.5, 4.9, Policy 4.1A, 4.5A, 4.5D, 4.5F, 4.9B, 4.9C	Council Goal 1 PSRC MPP-G-1, T-1, 9, 14, 15, 21, 23, 24, 26
Other Agency	Sound Transit (ST) is extending light rail from the Angle Lake light rail station on S 200th St in SeaTac to the Federal Way Transit Center, a distance of about 7.6 miles. In addition to builing the light rail crossing of International Blvd, 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)						
MP-043.1	SR 509 Extension Phase 1	28th/24th Ave S to I-5	\$0							Goal 4.1, 4.2, 4.7, 4.9, Policy 4.1A, 4.2C, 4.2D, 4.2F, 4.2M, 4.9B	Council Goal 6 PSRC MPP-G-1, T-1, 9, 14, 17, 18, 26
Other Agency	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 two 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)					



Project No.
and

2021 - 2026 Transportation Improvement Plan

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R/W - RIGHT OF WAY
C - CONSTRUCTION
MP - MISCELLANEOUS PROJECT

Priority	Project Title and Description		Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
WSDOT	S 204th St/34th Ave S/S 208th St/S 206th St Connector Road		\$0								
Other Agency	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
Other Agency	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)							
		Total Costs	\$87,491,204	\$9,450,000	\$11,850,000	\$12,755,000	\$14,257,720	\$18,168,984	\$21,009,500		

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.	
4.2	Develop and maintain an arterial street and highway system that reduces regional and airport traffic on City arterials, and cost-effectively improves safety for all travel modes, manages congestion to reduce delays and the impacts of traffic diverting through neighborhoods, and enhances the look and feel of the City.	
4.2h	Work with WSDOT to revise the existing SR 518 interchange with International Boulevard and S. 154th Street consistent with the South 154th Station Area Plan and WSDOT’s SR 518 Route Development Plan (RDP).	
4.2j	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.	



Project No.
and

2021 - 2026 Transportation Improvement Plan

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Priority	Project Title and Description	Total SeaTac Project Cost	2021	2022	2023	2024	2025	2026	Comp Plan TE	Council/PSRC
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

2021 - 2026 Transportation Improvement Plan

- D - DESIGN

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ST -STREET PROJECT

ST-N - NON-MOTORIZED PROJECT
- R/W - RIGHT OF WAY

C - CONSTRUCTION

MP - MISCELLANEOUS PROJECT

Priority

Project Title and Description

Total SeaTac
Project Cost

2021

2022

2023

2024

2025

2026

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. 20-008

A RESOLUTION of the City Council of the City of SeaTac, Washington approving the alignment and extent of sanitary sewer and stormwater sewer easements within Grandview Park, and authorizing the City Manager to negotiate the compensation to be received for the value of the easements and the easements terms.

WHEREAS, it has been requested that the City of SeaTac grant sanitary and stormwater sewer easements through Grandview Park, in order to service the Kent School District's new Valley Elementary School; and

WHEREAS, it is appropriate for the City Council to authorize the alignment of these easements prior to the City Manager negotiating the easement terms; and

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

1. The City Council authorizes the alignment and extent of a sanitary sewer easement as legally described and depicted in Exhibit A.
2. The City Council authorizes the alignment and extent of a stormwater sewer easement as legally described and depicted in Exhibit B.
3. The City Manager or his designee is authorized to negotiate the compensation to be received for the value of the easements and the terms of the sanitary sewer and stormwater sewer easements, which shall be approved by the City Council at a later date.

PASSED this 23rd day of June, 2020 and signed in authentication thereof on this 23rd day of June, 2020.

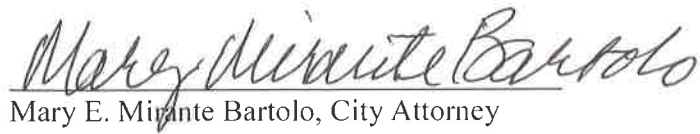
CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Grandview Park Easements]

SANITARY EASEMENT LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 25.00 FEET IN WIDTH HAVING 12.50 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT A FOUND TACK IN LEAD AT THE INTERSECTION OF THE CENTERLINE OF MILITARY ROAD AND THE NORTH LINE OF SAID SECTION 15, BEING CITY OF KENT CONTROL POINT NUMBER 8764, THENCE SOUTH $01^{\circ}46'03''$ WEST ALONG SAID CENTERLINE, A DISTANCE OF 223.26 FEET;
THENCE DEPARTING SOUTH $88^{\circ}13'57''$ EAST, A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF SAID MILITARY ROAD AND TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;

THENCE SOUTH $81^{\circ}25'38''$ EAST, A DISTANCE OF 276.72 FEET;
THENCE SOUTH $54^{\circ}21'30''$ EAST, A DISTANCE OF 128.22 FEET;
THENCE SOUTH $03^{\circ}17'45''$ EAST, A DISTANCE OF 235.94 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND A POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH A STRIP OF LAND 27.00 FEET IN WIDTH, HAVING 13.50 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "A",
THENCE SOUTH $63^{\circ}11'17''$ EAST, A DISTANCE OF 101.35 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B" AND A TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A STRIP OF LAND 28.00 FEET IN WIDTH, HAVING 14.00 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "B",
THENCE NORTH $89^{\circ}53'20''$ EAST, A DISTANCE OF 155.48 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C" AND A TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A STRIP OF LAND 34.00 FEET IN WIDTH, HAVING 17.00 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "C",
THENCE NORTH $89^{\circ}53'20''$ EAST, A DISTANCE OF 17.00 FEET;
THENCE SOUTH $89^{\circ}59'54''$ EAST, A DISTANCE OF 266.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D" AND A TERMINUS OF SAID CENTERLINE;

TOGETHER WITH STRIPS OF LAND 40.00 FEET IN WIDTH, HAVING 20.00 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "D",
THENCE NORTH $00^{\circ}25'19''$ EAST, A DISTANCE OF 20.15 FEET TO A TERMINUS OF SAID CENTERLINE;

AND ALSO BEGINNING AT SAID POINT "D",
THENCE SOUTH 00°25'19" WEST, A DISTANCE OF 19.72 FEET TO THE SOUTH LINE
OF THE NORTH 648.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SAID SECTION 15;
THENCE CONTINUING SOUTH 00°25'19" WEST, A DISTANCE OF 185.77 FEET TO A
POINT HEREINAFTER REFERRED TO AS POINT "E" AND A TERMINUS OF SAID
CENTERLINE;

TOGETHER WITH A STRIP OF LAND 25.00 FEET IN WIDTH, HAVING 12.50 FEET OF
SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "E",
THENCE SOUTH 00°25'19" WEST, A DISTANCE OF 12.50 FEET;
THENCE SOUTH 10°17'58" WEST, A DISTANCE OF 94.00 FEET;
THENCE SOUTH 00°54'44" WEST, A DISTANCE OF 241.00 FEET;
THENCE SOUTH 28°59'21" WEST, A DISTANCE OF 183.79 FEET TO A POINT
HEREINAFTER REFERRED TO AS POINT "F";
THENCE CONTINUING SOUTH 28°59'21" WEST, A DISTANCE OF 15.88 FEET;
THENCE NORTH 44°24'55" WEST, A DISTANCE OF 57.65 FEET;
THENCE SOUTH 89°51'12" WEST, A DISTANCE OF 157.76 FEET TO A POINT
HEREINAFTER REFERRED TO AS POINT "G" AND A TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A STRIP OF LAND 30.00 FEET IN WIDTH, HAVING 15.00 FEET OF
SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "F",
THENCE SOUTH 28°59'21" WEST, A DISTANCE OF 15.88 FEET;
THENCE SOUTH 04°17'49" EAST, A DISTANCE OF 241.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS POINT "H" AND A TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A STRIP OF LAND 40.00 FEET IN WIDTH, HAVING 20.00 FEET OF
SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "G",
THENCE SOUTH 89°51'12" WEST, A DISTANCE OF 112.50 FEET TO A TERMINUS OF
SAID CENTERLINE;

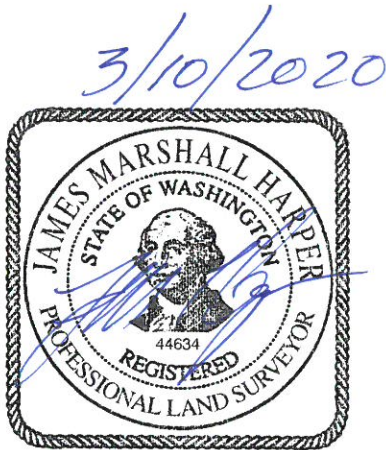
TOGETHER WITH A STRIP OF LAND 44.00 FEET IN WIDTH, HAVING 22.00 FEET OF
SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID POINT "H",
THENCE SOUTH 04°17'49" EAST, A DISTANCE OF 74.41 FEET TO A TERMINUS OF
SAID CENTERLINE;

THE SIDELINES OF THIS EASEMENT SHALL BE SO SHORTENED OR LENGTHENED TO TERMINATE AT ANGLE POINTS AND RIGHT OF WAY MARGINS OF MILITARY ROAD AND SOUTH 228TH STREET;

THE ABOVE DESCRIBED EASEMENT CONTAINS AN AREA OF 75,032 SQUARE FEET OR 1.7225 ACRES, MORE OR LESS;

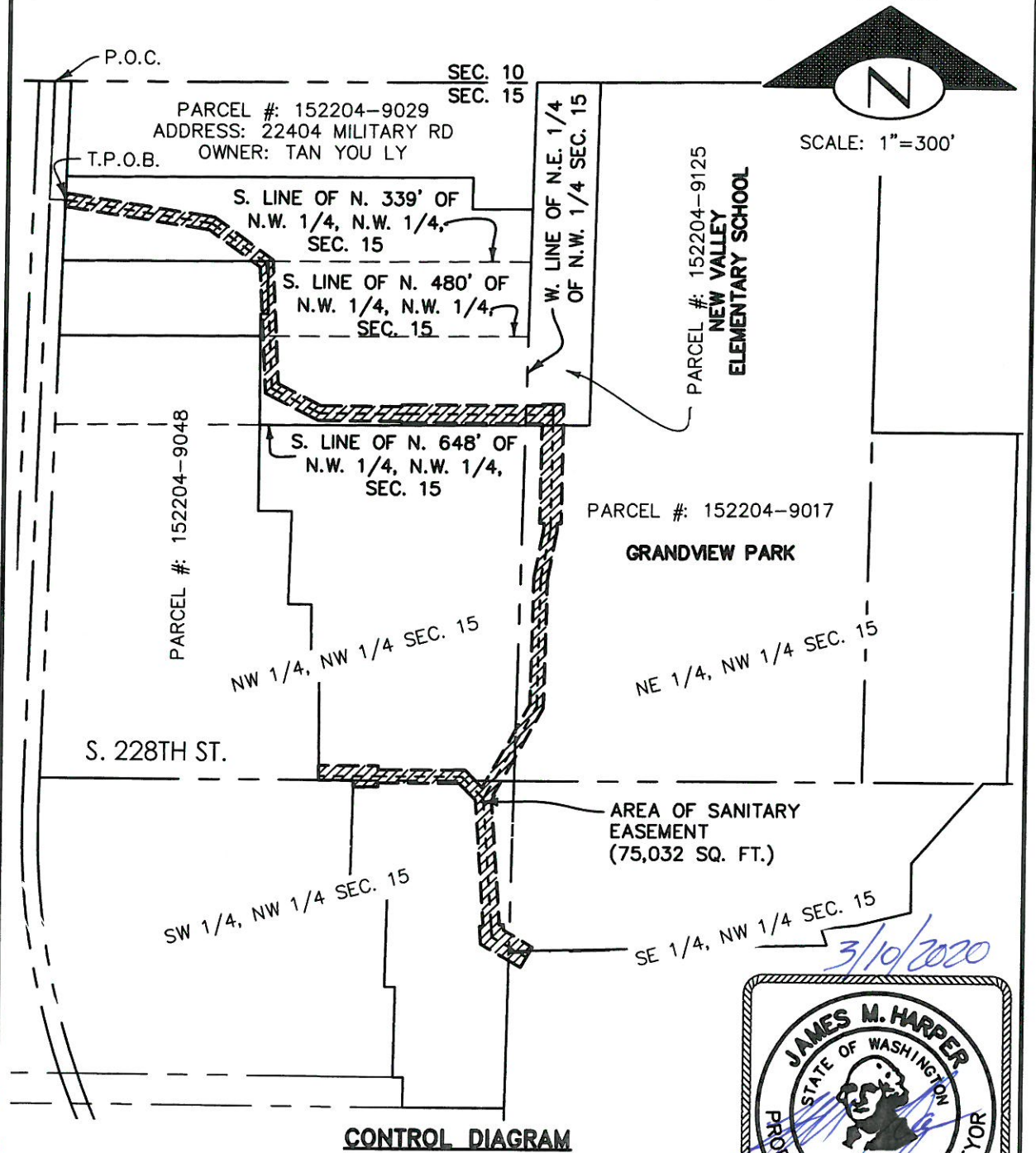
SITUATE IN THE CITY OF SEATAC, KING COUNTY, WASHINGTON.



KENT SCHOOL DISTRICT # 415
JAMES M. HARPER, P.L.S. NO. 44634
BRH JOB NO. 2018120.05
MARCH 9, 2020

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

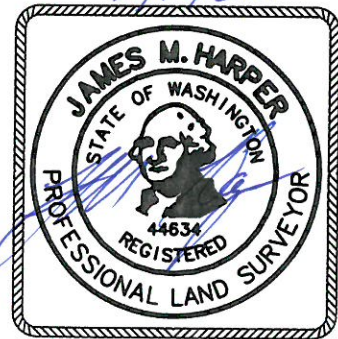
IN THE NORTH AND SOUTH HALF OF THE NW 1/4 SEC. 15, TWP. 22 N., RGE. 04 E., W.M.



LEGEND

P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING

SHEET 1 OF 4
DRAWN BY: JRM
CHECKED BY: JMH



SANITARY EASEMENT EXHIBIT
KENT SCHOOL DISTRICT # 415

SEATAC KING COUNTY WASHINGTON



BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS

2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513

(206) 323-4144
DATE: 03/04/2020
JOB NO.: 2018120.05

IN THE NORTH AND SOUTH HALF OF THE NW 1/4 SEC. 15, TWP. 22 N., RGE. 04 E., W.M.

SEC. 10
SEC. 15

NW 1/4 SEC. 15

NE 1/4 SEC. 15

P.O.C.
FOUND TACK IN
LEAD (CITY OF
KENT #8764)
VISITED 8/2018

PARCEL #: 152204-9029
ADDRESS: 22404 MILITARY RD
OWNER: TAN YOU LY

SCALE: 1"=150'



S01°46'03"W
223.26'
S88°13'57"E
30.00'

T.P.O.B.

MILITARY ROAD

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS
T.P.O.B. TRUE POINT OF BEGINNING

S. LINE OF N. 480' OF
N.W. 1/4, N.W. 1/4,
SEC. 15

S. LINE OF N. 339' OF
N.W. 1/4, N.W. 1/4,
SEC. 15

W. LINE OF N.E. 1/4
OF N.W. 1/4 SEC. 15

PARCEL #: 152204-9125
NEW VALLEY
ELEMENTARY SCHOOL

PARCEL #: 152204-9048

S. LINE OF N. 648' OF
N.W. 1/4, N.W. 1/4,
SEC. 15

POINT "A"
P.O.T.

POINT "B"
P.O.T.

POINT "C"
P.O.T.

POINT "D"
P.O.T.

POINT "E"
P.O.T.

POINT "F"
P.O.T.



3/10/2020

SHEET 2 OF 4

SANITARY EASEMENT EXHIBIT
KENT SCHOOL DISTRICT # 415
SEATAC KING COUNTY WASHINGTON



BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 03/04/2020
JOB NO.: 2018120.05

DRAWN BY: JRM
CHECKED BY: JMH

SHEET 3 OF 4
DRAWN BY: JRM
CHECKED BY: JMH



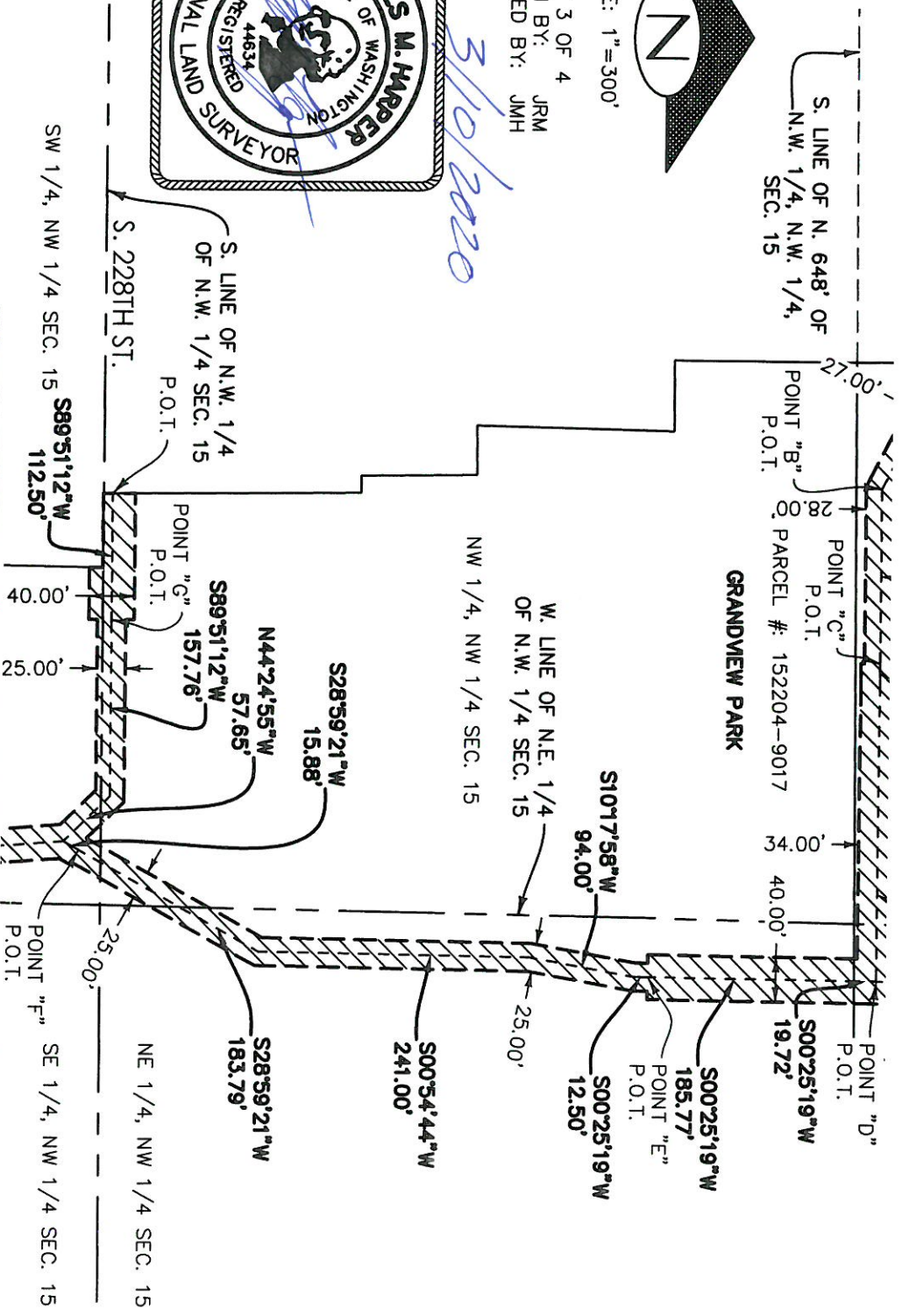
3/10/2020

SANITARY EASEMENT EXHIBIT
KENT SCHOOL DISTRICT # 415
SEATAC KING COUNTY WASHINGTON

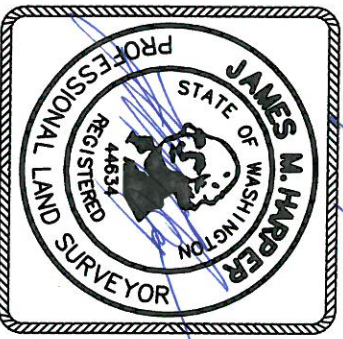
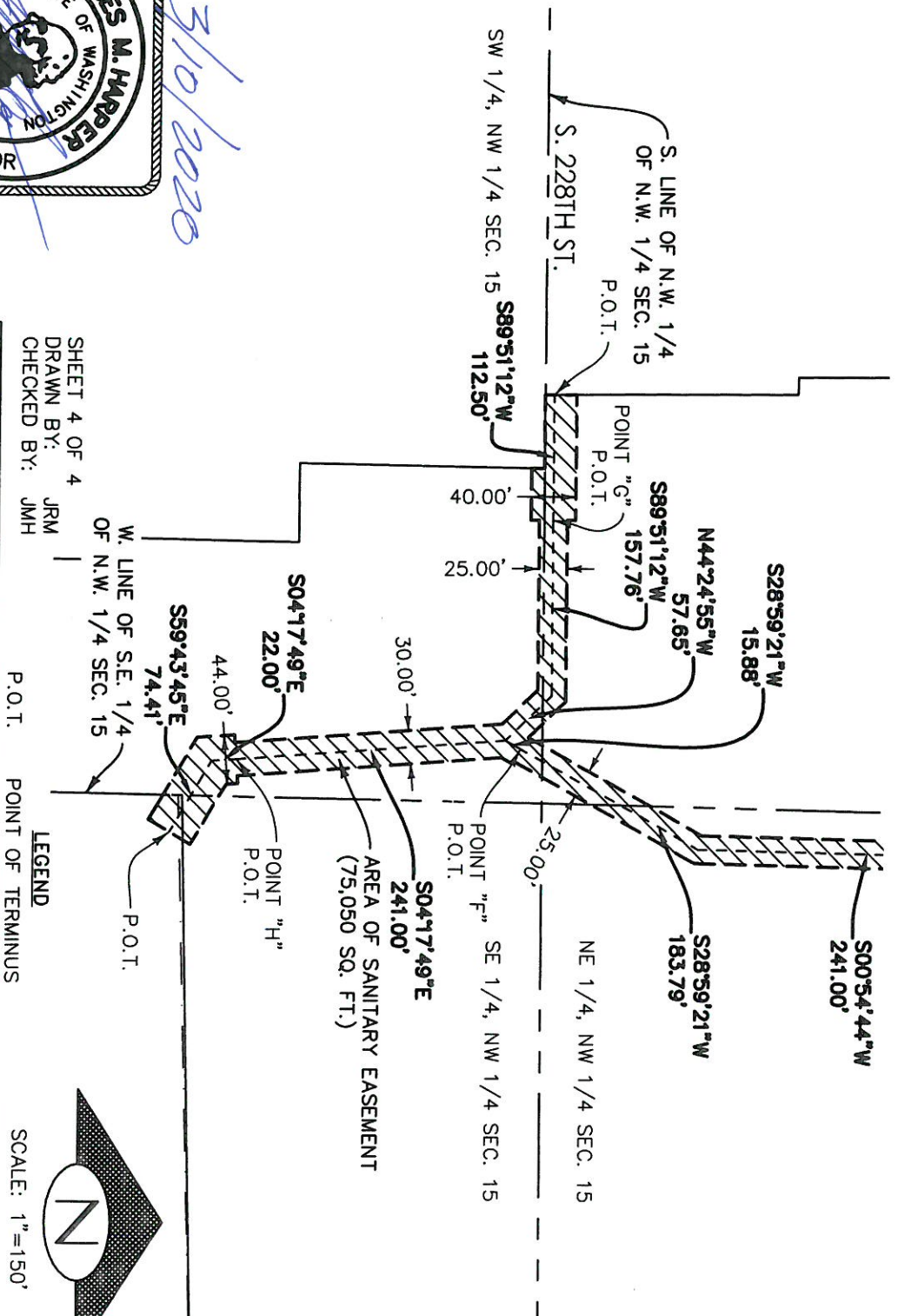
BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS

2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513

(206) 323-4144
DATE: 03/04/2020
JOB NO.: 2018120.05



IN THE NORTH AND SOUTH HALF OF THE NW 1/4 SEC. 15, TWP. 22 N., RGE. 04 E., W.M.



3/10/2020

SHEET 4 OF 4
DRAWN BY: JRM
CHECKED BY: JMH

P.O.T. POINT OF TERMINUS

SCALE: 1"=150'



SANITARY EASEMENT EXHIBIT
KENT SCHOOL DISTRICT # 415
SEATAC KING COUNTY WASHINGTON



BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 03/04/2020
JOB NO.: 2018120.05

STORM WATER EASEMENT LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20.00 FEET IN WIDTH AND HAVING 10.00 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

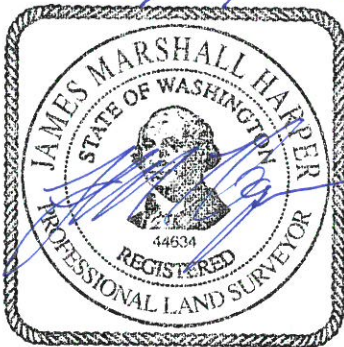
COMMENCING AT A FOUND TACK IN LEAD AT THE INTERSECTION OF THE CENTERLINE OF MILITARY ROAD AND THE NORTH LINE OF SAID SECTION 15, BEING CITY OF KENT CONTROL POINT NUMBER 8764, THENCE NORTH $89^{\circ}33'08''$ EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1023.60 FEET TO THE EAST LINE OF THE WEST 120.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTIER OF SAID SECTION 15;
THENCE DEPARTING SOUTH $00^{\circ}58'59''$ WEST ALONG SAID EAST LINE, A DISTANCE OF 497.95 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING NORTH $87^{\circ}07'37''$ EAST, A DISTANCE OF 252.86 FEET;
THENCE SOUTH $31^{\circ}22'14''$ EAST, A DISTANCE OF 215.52 FEET;
THENCE SOUTH $35^{\circ}42'59''$ EAST, A DISTANCE OF 263.52 FEET;
THENCE SOUTH $81^{\circ}02'37''$ EAST, A DISTANCE OF 355.40 FEET TO THE POINT OF TERMINUS OF THIS DESCRIPTION;

THE SIDELINES OF THIS EASEMENT SHALL BE SO SHORTENED OR LENGTHENED TO TERMINATE AT ANGLE POINTS, AND SAID WEST 120.00 FEET OF THE WEST HALF OF SAID SUBDIVISION;

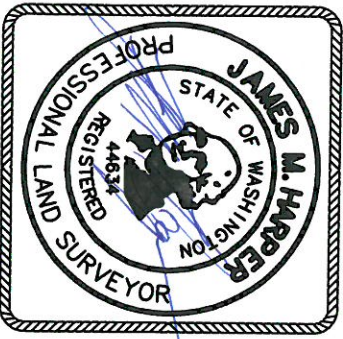
THE ABOVE DESCRIBED EASEMENT CONTAINS AN AREA OF 21,746 SQUARE FEET OR 0.4992 ACRE, MORE OR LESS;

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



KENT SCHOOL DISTRICT # 415
JAMES M. HARPER, P.L.S. NO. 44634
BRH JOB NO. 2018120.06
MARCH 9, 2020

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144



3/19/2020

PARCEL #: 152204-9048

MILITARY ROAD

P.O.C.
FOUND TACK IN LEAD
(CITY OF KENT #8764) VISITED 8/2018
PARCEL #: 152204-9029
ADDRESS: 22404 MILITARY RD
OWNER: TAN YOU LY

PARCEL #: 152204-9125
NEW VALLEY
ELEMENTARY SCHOOL

NW 1/4, NW 1/4 SEC. 15

PARCEL #: 152204-9017
GRANDVIEW PARK

NE 1/4, NW 1/4 SEC. 15

S00°58'59"W
497.95'

N. LINE NE 1/4,
NW 1/4 SEC. 15

SEC. 10
SEC. 15
E. LINE OF W. 120' OF
W. 1/2 OF NE 1/4 OF
NW 1/4 SEC. 15

AREA OF SANITARY
EASEMENT
(21,746 SQ. FT.)

P.O.B.

W. LINE NE 1/4,
NW 1/4 SEC. 15

S35°42'59"E
263.52'

S31°22'14"E
215.52'

P.O.T.

S81°02'37"E
355.40'

RIVERVIEW BLVD. S.

SCALE: 1"=300'



LEGEND
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

DRAWN BY: JRM
CHECKED BY: JMH

STORM WATER EASEMENT EXHIBIT
KENT SCHOOL DISTRICT #415
SEATAC KING COUNTY WASHINGTON



BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 3/9/2020
JOB NO.: 2018120.06

RESOLUTION NO. 20-009

A RESOLUTION of the City Council of the City of SeaTac, Washington, to initiate amendments to the Comprehensive Plan related to the Parks, Recreation and Open Space (PROS) Plan and associated policies as allowed through the official Comprehensive Plan Amendment Procedures' "Off-Year Exception" process.

WHEREAS, RCW 36.70A.130(2) specifies that a City's Comprehensive Plan may be amended no more frequently than once every year, except under certain circumstances, and

WHEREAS, pursuant to the authority granted by Resolution 97-001, and requirements of SMC 16A.25.040, the Director of the Community and Economic Development Department adopts procedures to serve as the City of SeaTac's official Comprehensive Plan Amendment Procedures, and

WHEREAS, the official Comprehensive Plan Amendment procedures establish a biennial Comprehensive Plan amendment cycle that considers proposals during odd numbered years, and

WHEREAS, the official Comprehensive Plan Amendment procedures allows City Council, by a full Council decision, to initiate proposals during even-numbered years as an "Off-Year Exception," if there is an identified need for the proposed amendments, and necessary resources available to accomplish the work, and

WHEREAS, the Parks, Recreation and Open Space (PROS) Plan was adopted in 2008, and

WHEREAS, updating the PROS Plan and related policies would help the City prioritize projects with future City budgets and fulfill compliance with the State of Washington Recreation and Conservation Office (RCO) for grant funding eligibility, and

WHEREAS, the Planning and Economic Development (PED) Committee reviewed the proposal to initiate amendments to the Comprehensive Plan related to the PROS Plan and associated parks and recreation policies at a duly-noticed open public meeting on June 25, 2020, and recommended adopting the Resolution to initiate the “Off-Year Exception” amendment process, and

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

Section 1. The SeaTac City Council initiates amendments to the Comprehensive Plan related to the PROS Plan and associated parks and recreation policies in the year 2020, as allowed through the official Comprehensive Plan Amendment Procedures’ “Off-Year Exception” process.

PASSED this 28th day of July, 2020, and signed in authentication thereof on this 28th day of July, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante-Bartolo, City Attorney

RESOLUTION NO. 20-010

A RESOLUTION of the City Council of the City of SeaTac,
Washington adopting the City of SeaTac jurisdictional annex of the
King County Regional Hazard Mitigation Plan Update.

WHEREAS, the City of SeaTac has exposure to natural, technological, and human-caused hazards that increase the risk to life, property, environment and the economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of King County, Cities, Towns and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the King County planning area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

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

Section 1. The City of SeaTac Jurisdictional Annex of the King County Regional Hazard Mitigation Plan (“RHMP”) update is hereby adopted.

Section 2. The City of SeaTac will use the adopted and approved portions of the RHMP to guide pre- and post-disaster mitigation of the hazards identified.

Section 3. The City of SeaTac will coordinate the strategies identified in the RHMP with

other planning programs and mechanisms under its jurisdictional authority.

Section 4. The City of SeaTac will continue to participate in the Planning Partnership as described by the RHMP.

Section 5. The City of SeaTac will help to promote and support the mitigation successes of all RHMP Planning Partners.

PASSED this 11th day of August, 2020 and signed in authentication thereof on this 11th day of August, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Adopt Jurisdictional Annex of KC RHMP]

RESOLUTION NO. 20-011

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 22nd day of September, 2020 and signed in authentication thereof on this 22nd day of September, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

City of SeaTac

City Council

Administrative

Procedures

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Section 1. Mayor and Deputy Mayor

- (A) **Chairperson - Mayor** - Per RCW 35A.13.030, biennially at the first meeting of the Council the members thereof by majority vote, shall choose a Chairperson from among their number. The Chairperson of the Council shall have the title of Mayor and shall preside at meetings of the Council. In addition to the powers conferred upon the Mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the Council. The Mayor shall be recognized as the head of the City for ceremonial purposes and by the Governor for purposes of military law. The Mayor shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law, and enforce order.
- (B) **Deputy Mayor (Mayor Pro Tempore)** - Per RCW 35A.13.035, biennially at the first meeting of the Council, the members thereof, by majority vote, shall choose one of their members as Deputy Mayor to serve in the absence or temporary disability of the Mayor. The Council may, as the need may arise, appoint any qualified Councilmember to serve as Deputy Mayor in the absence or temporary disability of the selected Mayor and ~~elected~~ Deputy Mayor.
- (C) **Councilmember** - In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.
- (D) **Selection of Mayor and Deputy Mayor –**
1.—Procedures for selecting officers are as follows:
- 1. Biennial Selection of Mayor and Deputy Mayor**
 - a. Biennially, at the first regular or special meeting of the new Council, Councilmembers will select a presiding officer from their number who will have the title of Mayor.**
 - b. Following the selection of the Mayor, there will be a selection for Deputy Mayor. The term of the Deputy Mayor will run concurrently with that of the Mayor.**
 - c. In addition to the powers conferred upon him/her as Mayor, he/she will continue to have all the rights, privileges and immunities of a member of the Council.**
 - 2. Nominations**
 - a. Either the outgoing Mayor (if that Councilmember is still on the Council) or the City Clerk will conduct the selection for Mayor.**
 - b. The outgoing Mayor or City Clerk will call for nominations.**
 - c. Each member of the City Council will be permitted to nominate one (1) person, and nominations will not require a second.**
 - a. If the current Mayor is nominated to be selected, the Mayor will turn the gavel over to the Deputy Mayor or City Clerk to complete the election process.**
 - d. A nominee who wishes to decline the nomination will do so at this time.**
 - e. Nominations are then closed.**

3. Voting

Council will vote on each nomination in the order they were made until a majority vote has been reached.

4. Ties

Should there be a tie, there will be another round of voting. Rounds will continue as necessary until a nominee receives the majority vote of members present.

5. The newly selected Mayor will conduct the selection for Deputy Mayor, and nominations will be made in the same manner described for the selection of the Mayor (see sections 2 – 4).

6. Vacancy

a. If a permanent vacancy occurs in the Office of Mayor or Deputy Mayor, the members of the Council at their next meeting will select a Mayor and/or Deputy Mayor using the procedure outlined above, from their number for the unexpired term.

i. If the Mayor position is open:

1. The current Deputy Mayor or City Clerk will conduct the selection.

2. If the Deputy Mayor is nominated to be the Mayor, the City Clerk will conduct the selection and the Deputy Mayor position will also be filled.

3. If the Deputy Mayor is not selected Mayor, they will complete their term as Deputy Mayor.

ii. If the Deputy Mayor position is open, the current Mayor or City Clerk will conduct the selection. The Mayor will complete their term as Mayor.

Section 2. Presiding Officer

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

discussion by Councilmembers, and announce the decision of the Council on all subjects. Procedural decisions made by the Mayor may be overruled by a majority vote of the Council.

Section 3. Council Committees and Representatives

- (A) The Mayor or a majority of the City Council may establish such Ad Hoc Committees as may be appropriate to consider special matters that require a special approach or emphasis. Such Ad Hoc Committees may be established and matters referred to them at Regular Council Meetings. The Mayor shall appoint Council representatives to intergovernmental Councils, Boards and Committees, including such Ad Hoc Committees.
- (B) Ad Hoc Council Committees shall consider matters referred to them. The Committee Chair shall report to the Council on the final findings of the Committee and shall provide interim status to the Council at a frequency determined by the Mayor. Committees may refer items to the Council with no Committee recommendation.
- (C) There are established the following five (5) Standing Committees of the City Council, that shall consist of not more than three (3) members each. The Mayor shall appoint the Chairperson and the membership of each Committee. In the event there is no quorum (two Councilmembers) for a scheduled meeting, any other Councilmember present may fill in as an alternate member in order to establish a quorum. Notice of meetings times, locations, and the agenda for any Standing Committee Meeting shall be posted to ensure compliance with RCW 42.30. The Standing Committees shall consider and may make policy and legislative recommendations to the City Council on items referred to the Committee by the Council or the City Manager. The Standing Committees are as follows:
 - (1) **Transportation and Public Works (T&PW) Committee**, which shall consider matters related to transportation policy, transportation projects, sidewalks, and utility issues.
 - (2) **Administration and Finance (A&F) Committee**, which shall consider matters related to administrative and procedural issues, financial issues, and contracts/negotiations.
 - (3) **Planning and Economic Development (PED) Committee**, which shall consider matters related to land use, development regulation issues, and economic development issues.
 - (4) **Public Safety and Justice (PS&J) Committee**, which shall consider matters related to police and fire issues, and parking and traffic related issues, and code compliance issues.
 - (5) **Parks and Recreation (P&R) Committee**, which shall consider matters related to parks, community services, and human services.

(D) The Chair of a Council Standing Committee shall issue a status report at the next Council

Meeting following the Committee Meeting. This includes items reviewed in which the committee recommendation is to not approve the item.

If the committee recommendation is to not move the item forward for Council action, any Councilmember may make a Motion under New Business for the City Council to consider the item at a future Council meeting. A second is required. If no second is received, the Motion dies and the committee recommendation stands.

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

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

Administrative or housekeeping items may be referred directly to a Regular Council Meeting Consent Agenda if recommended by a Standing Committee. An Agenda Bill will be required.

(F) See Exhibit C for a list of items that the City Council automatically referred to Standing Committees.

~~(G)~~ (G) — In addition to the five Standing Committees, the Council may create other advisory committees as appropriate. The chairperson, at his or her discretion, may call on a non-committee Councilmember to hear their comments on a subject that is being discussed.

(H) All remarks must be brief and relevant to the agenda subject and the Chair has the responsibility to keep remarks on track.

(I) In an effort to keep the meetings on schedule, the following efficiencies shall be followed:

1. The Chair is responsible for ensuring the meeting is on schedule.
2. Any extension to the meeting time should be agreed to by all committee members and should be the exception, not the norm.
3. The minute taker is also assigned as the ‘time keeper’ for each meeting.
4. The agenda should include specific time allocations (5:00 - 5:15 pm, etc.) for each agenda item to help assist the Committee with time management as appropriate.
5. Public comments will be limited only to the public comment portion of the meeting. However, committee members may request public comments throughout the committee meeting when an “expertise” comment is warranted. The Chair will decide whether these comments will be made. This should be the exception, not the norm.

6. If it is known prior to the meeting that a subject matter expert is required, the expert should be invited to attend and participate in the meeting.

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

(K) Parliamentary Procedures and Motions for Council Standing Committees:

Questions of parliamentary procedure not covered by this Chapter shall be governed by Robert's Rules of Order, Newly Revised (latest edition). When present, the City Attorney or Legal Department representative shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Committee meeting. Otherwise, such interpretations will be decided by the Chair.

(1) If a motion does not receive a second, it dies. Motions that do not need a second include: Nominations, withdrawal of motion by the person making the motion, agenda order, request for a roll call vote, and point of order or privilege.

(2) A motion that receives a tie vote is deemed to have failed.

(3) When making motions, be clear and concise and not include arguments for the motion within the motion.

(4) After a motion has been made and seconded, the committee members may discuss their opinions on the issue prior to the vote.

(5) If any committee members wishes to abstain from a vote on the motion, pursuant to the provisions of Section 9 hereof, that member shall so advise the Committee, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the member perceives a need to abstain, provided that, prior to the time that a member gives intent to abstain from an issue, the member shall confer with the City Attorney, or designee, to determine if the basis for the committee members' intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney or designee should occur prior to the meeting at which the subject matter would be coming before the committee. If that cannot be done, the member should advise the Committee that he/she has an "abstention question" that he/she would want to review with the City Attorney or designee, in which case, a brief recess would be afforded the member for that purpose.

(6) A motion may be withdrawn by the maker of the motion at any time without the consent of the committee.

(7) Debate of the motion only occurs after the motion has been moved and seconded.

(8) The Chair should repeat the motion prior to voting.

(9) In the event a reason exists to proceed in a manner inconsistent with these rules, a motion to Suspend the Rules is appropriate. Suspend the Rules requires a second, may neither be amended nor debated, and requires a two-thirds vote.

(L) Voting

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

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

Section 4. Meetings

(A) **Meetings declared open and public.** All meetings of the City Council and its Committees shall be open to the public and all persons shall be permitted to attend any meeting of these bodies.

(B) **Regular Meetings.** The City Council shall meet regularly on the second and fourth Tuesday of each month at 6:00 p.m. except if at any time any Regular Meeting falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced. The Council shall meet regularly, at least once a month.

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

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

(2) Lack of a quorum: In the event the City Manager and/or City Clerk are notified that a lack of a quorum (3 or fewer members in attendance) is anticipated, the meeting will automatically be cancelled and either the entire meeting will be rescheduled as

a Special Council Meeting or the items will be moved to a future Council Meeting as appropriate.

(3) Lack of agenda action items: In the event that an upcoming agenda will have no action items, the Mayor and City Manager will determine whether to cancel the meeting.

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

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

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

P&R Committee	First Thursday	4:00 p.m. – 5:30 p.m.
T&PW Committee	First Thursday 3 rd Thursday	5:30 p.m. – 6:30 p.m. 4:30 p.m. – 6:00 p.m.
A&F Committee	Second and Fourth Thursdays	4:00 p.m. – 6:00 p.m.
PS&J Committee	Second Thursday	6:00 p.m. – 7:30 p.m.
Sidewalk Advisory Committee	Third Thursday	6:00 p.m. – 7:00 p.m.
PED Committee	Fourth Thursday	64:00 p.m. – 75:30 p.m.
Airport Advisory Committee	Third Monday	6:00 p.m. – 7:30 p.m.

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

(F) **Executive Sessions.** The City Council may hold an Executive Session during any City Council meeting to consider certain matters as set forth in RCW 42.30.110, or as otherwise permitted by law. See Section 13. for more details.

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

(H) **Seating.** Members of the City Council will be seated at the Council table according to position number of Councilmembers, except that, at the Mayor's discretion, the Mayor may be seated at the center seat and the Deputy Mayor may be seated directly to the left of the Mayor.

(I) **Minutes.** Minutes of all meetings of the Council and its Standing Committees will be

included in the Regular Meeting Consent Agenda for consideration and approval. Regular Council Meetings shall be recorded and such recordings shall be maintained and kept for future reference, in accordance with the applicable records retention schedule.

Section 5. Format for Agendas for Council Meetings

- (A) The City Manager and the City Clerk will prepare a proposed agenda for all meetings of Council, which shall be approved by the Mayor or designee. After the proposed agenda has been approved, the City Clerk shall prepare the final Council packet, which shall be distributed.
- (B) The format of the Regular City Council Meeting agenda shall substantially be as follows:
 - (1) Call to Order.
 - (2) Roll Call.
 - (3) Pledge of Allegiance.
 - (4) Agenda Review – If there are any changes to the agenda since publication, the Mayor shall announce the changes.
 - (5) Public Comments.
 - (a) All speakers must sign up PRIOR to the start of the meeting.
 - (b) Individual comments shall be limited to three minutes in duration.
 - (c) Group comments shall be limited to ten minutes.
 - (i) To constitute a group, there must be four or more members, including the speaker, at the meeting.
 - (ii) Members of the group shall sign in as a group and identify the group's spokesperson.
 - (iii) Individuals identified as a part of the group will not be allowed to speak individually.
 - (d) No speaker may donate his or her time for speaking to another speaker.
 - (e) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.

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

- Introductions (including new City Employees)
- Awards
- Proclamations
- Confirmation of Mayoral Appointment (Certificates of Appointment)
- Certificates of Appreciation or Recognition
- Key City Issues and Requests for Direction (by City Manager, including review and/or referral of major Council ~~Information~~ Requests)
 - The City Manager will have the following options when requesting Council concurrence on referring items:
 - Request to refer items to a committee
 - Request to refer administrative or housekeeping items not requiring committee review, directly to the Regular Council Meeting as an Action Item or Consent Agenda item.

Requests to refer items directly to a Regular Council Meeting require the City Manager to provide a detailed reason for the request, in addition to Council concurrence.

Agenda Bills are required for any item referred directly to the Regular Council Meeting to provide details to Council and the public.

- Committee Updates (for items not included on the agenda) and review of proposed Council ~~Information~~ Requests (by City Council)

(7) Consent Agenda.

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

- Approval of vouchers.
- Approval of donations \$500 or greater to be received by the City.
- Approval of grants and grant \$50,000 or greater requests to be received by the City. Council approval of the grant acceptance also authorizes the City Manager to execute the contract.
- Approval of minutes.
- Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a previous Council Meeting.
- Enactment of administrative or housekeeping Ordinances, Resolutions, and Motions, when placed on the Consent Agenda by

Council concurrence of a City Manager request or referred by a Standing Council Committee

- Final Acceptance of public works projects within the authorized expenditure amount.
 - Under \$1 million in total cost – placed directly on the consent agenda, however the City Manager will provide the City Council with a brief written description of the project and a budget synopsis (performance to budget) with the City Council packet.
 - \$1 million or greater in total cost – placed directly on the consent agenda with a presentation made the same night at the beginning of the Regular Council Meeting to present before and after pictures prior to Consent Agenda action.
- Final Acceptance of in kind preservation, repair, or replacement projects within the authorized expenditure amount.
- Notwithstanding the above, any item may be removed from the Consent Agenda for consideration under unfinished business if so requested by any Councilmember.

(b) A motion at this time will be in order and Council will vote upon the Consent Agenda.

(8) Public Hearings.

- (a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:
- The City Manager or designee shall present the issue to the Council and respond to questions.
 - Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.
 - Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
 - The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if

appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

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

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

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

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

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

(11) Public Comments related to Unfinished Business.

- (a) Individual comments shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.
 - (12) Unfinished Business. This section shall include items removed from the Consent Agenda at the same meeting. The procedures that apply during this section shall be the same as those under Section 9, Action Items.
 - (13) New Business. The procedures that apply during this section shall be the same as those under Section 9, Action Items. If the City Council votes on any item under this Section, public comment shall be allowed, with individual comments limited to one minute in duration and group comments limited to two minutes in duration.
 - (14) Council Comments.
 - (15) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the meeting. The procedure for conduct of an Executive Session is set forth at Section 13 of these Administrative Procedures.
 - (16) Adjournment. Per Robert's Rules of Order, the Mayor, or designee, may adjourn the meeting without a motion as long as there is no further business to discuss.
- (C) The format of any Special Meeting shall be as follows:
- (1) Special Meetings are meetings in which the date and/or time are set outside of a regular schedule.
 - (2) Only the designated agenda item(s) shall be considered.
 - (3) The format will follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.
 - (4) The Mayor, in setting the agenda, will determine the need for, and length of, the public comment period, as well as the length of the comments. Public comments must be related to the items on the agenda and speakers must sign up PRIOR to the meeting.

Section 6. Miscellaneous Agenda Procedures

- (A) The City Council desires to provide adequate time for administration and staff analysis, fact finding and preparation.
 - (1) Except in extraordinary or unusual circumstances, all items that are not routine in

nature shall, when presented, include a completed Council agenda bill. The author of the agenda bill shall be responsible for attachments.

- (B) The Mayor or City Manager may affix an approximate time limit for each agenda item at the time of approval of the agenda.
- (C) All proposed Ordinances, Resolutions, and Motions shall be reviewed by the City Attorney to ensure they are in correct form prior to its final passage. All accompanying documents shall be available before Ordinances, Resolutions, and Motions can be passed.
- (D) Ordinances and Resolutions of the City Council shall be signed by the Mayor, City Attorney, and City Clerk (or their designees) upon Council approval.
- (E) A joint Resolution of the City Council and the Mayor may be proposed when:
 - (1) The subject of the Resolution is of broad City concern, and the subject contains Council policy and administrative procedure; or
 - (2) The subject of the Resolution is of ceremonial or honorary nature.
 - * Joint Resolutions will be subject to the voting rules and will be signed by the Mayor, City Attorney and City Clerk (or their designees). The Council may provide for all Councilmembers signing the joint Resolution enacted.
- (F) Councilmembers will inform the City Manager or City Clerk if they are unable to attend any Council Meeting. The City Clerk will announce any absences during roll call at a Regular Council Meeting. If there is no objection from the Council, the absence will be deemed excused and noted accordingly in the minutes.
- ~~(G) The City does not provide foreign language interpreters at City Council meetings. Any translation services provided by a member of the public to another member of the public shall be done in a manner that is not disruptive to the Council meeting or those in attendance.~~
- (HG) Placards or signs that support or oppose any ballot proposition or candidate for public office shall not be allowed (see RCW 42.17A.555). Any other placards or signs that are disruptive or impede another participant's view will not be allowed.
- (HI) No person(s) shall interrupt a Council meeting so as to render the orderly conduct of such meeting unfeasible. (RCW 42.30.050) The Mayor shall determine when this threshold has been met.
- (HJ) Use of electronic devices by Councilmembers during a City Council meeting should be limited so as not to disturb other Councilmembers or interfere with the conduct of the meeting.
- (KJ) Use of any technology that will introduce/capture information from the internet will generally be permitted during Committee meetings, and the Committee and Council

Comments sections of Regular or Special Council Meetings. However, in order to maintain the public record, use should be limited during other portions of the Regular or Special Council meetings.

Any connection to the internet by Councilmembers while in City facilities using City equipment must be from within the City's protected Wi-Fi, not from the unsecured public Wi-Fi. Do not connect to the secure Wi-Fi on personal devices.

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

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

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

The Mayor is privileged to consider requests to proclaim certain events or causes when such proclamations pertain to a City of SeaTac event, person, organization, or cause with local implications or pertain to an event, holiday, observance, organization or cause with National and local implications. The Mayor will consider requests that are timely, have potential relevance to a majority of the City of SeaTac's population, and either forward positive messages or call upon the support of the community.

The following guidelines and requirements apply to requests for consideration of proclamations:

1. Submit the request:
 - a. Councilmember. A Councilmember making the request must submit a completed Council Request Form, and submit a copy of the proposed proclamation along with the requested date of the proclamation.
 - b. Person(s) or organization. The person(s) or organization making the request must make the request via email to the City Clerk and submit a copy of the proposed proclamation, nature of the action requested (public proclamation or printed/signed and returned to the requestor) along with the requested date of the proclamation.
2. The request should be made at least two weeks in advance of the date of the requested Council meeting. The requested Council meeting date should be prior to the date of the proclamation.
3. The Mayor will determine if the proposed proclamation meets the intent of this policy.

4. The Mayor retains the right to decide if the proclamation will be issued and has the following options:
 - a. Approve the request and have the proclamation read at the City Council meeting by the Mayor or his/her designee. A representative may attend the meeting to accept the proclamation.
 - b. Approve the request and have the proclamation mailed to the requestor without being read at a meeting.
 - c. Deny the request and notify the requestor of the decision.
5. The Mayor retains the right to limit the number of proclamations at a Council Meeting.
6. The Mayor and appropriate staff retains the right to modify, edit, or otherwise amend the proposed proclamation to meet the requirements, needs, or policy determinations of the City/City Council.

Section 7. Speaking Procedures

- (A) Speaking procedure for agenda items under consideration is as follows:
- (1) A Councilmember desiring to speak shall address the Mayor or Presiding Officer and upon recognition shall confine him/ herself to the question under debate.
 - (2) Any member, while speaking, shall not be interrupted unless it is to call him/her to order.
 - (3) Any member shall have the right to challenge any action or ruling of the Mayor or Councilmember, as the case may be, in which case the decision of the majority shall govern.
 - (4) Any member shall have the right to question the City Manager on matters before the Council. Under no circumstances shall such questioning be conducted in a manner that would constitute a cross examination or an attempt to ridicule or degrade the individual being questioned.
 - (5) No Councilmember shall speak a second time upon the same motion before opportunity has been given each Councilmember to speak on that motion.
- (B) Procedures for addressing the Council shall be as follows:
- (1) Any person, with the permission of the Mayor, may address the Council.
 - (2) In addressing the Council, each person shall stand and, after recognition, give his/her name and address. All remarks shall be civil and respectful in tone and content, made to the Council as a body, and not to any individual member.

- (3) No person shall be permitted to enter into any discussion from the floor without first being recognized by the Mayor.
- (4) Any person making personal or impertinent remarks while addressing the Council shall be barred from further audience participation by the Mayor unless permission to continue is granted by a majority vote of the Council.

Section 8. Parliamentary Procedures and Motions

- (A) Questions of parliamentary procedure not covered by this Chapter shall be governed by Robert's Rules of Order, Newly Revised (latest edition).
 - (1) If a motion does not receive a second, it dies. Motions that do not need a second include: Nominations, withdrawal of motion by the person making the motion, agenda order, request for a roll call vote, and point of order or privilege.
 - (2) A motion that receives a tie vote is deemed to have failed.
 - (3) When making motions, be clear and concise and not include arguments for the motion within the motion.
 - (4) After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second.
 - (5) After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.
 - (6) If any Councilmember wishes to abstain from a vote on the motion, pursuant to the provisions of Section 9 hereof, that Councilmember shall so advise the City Council, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Councilmember perceives a need to abstain, provided that, prior to the time that a Councilmember gives advice of an intent to abstain from an issue, the Councilmember shall confer with the City Attorney to determine if the basis for the Councilmember's intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter would be coming before the City Council. If that cannot be done, the Councilmember should advise the City Council that he/she has an "abstention question" that he/she would want to review with the City Attorney, in which case, a brief recess would be afforded the Councilmember for that purpose.
 - (7) A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.

- (8) A motion to table is not debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds majority vote.
- (9) A motion to postpone to a certain time is debatable, amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special Council Meeting.
- (10) A motion to postpone indefinitely is debatable, not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- (11) A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- (12) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (13) Motions that cannot be amended include: Motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
- (14) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (15) Debate of the motion only occurs after the motion has been moved and seconded.
- (16) The Mayor or City Clerk should repeat the motion prior to voting.
- (17) In the event a reason exists to proceed in a manner inconsistent with these rules, a motion to Suspend the Rules is appropriate. Suspend the Rules requires a second, may neither be amended nor debated, and requires a two-thirds vote.
- (B) The City Clerk will take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law.
- (C) When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular Council Meeting.
- (D) The City Attorney shall decide all questions of interpretations of these rules and other

questions of a parliamentary nature which may arise at a Council Meeting. All cases not provided for in these rules shall be governed by Robert's Rules of Order, Newly Revised.

Section 9. Voting

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

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

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

Section 10. Council Relations with Staff

- (A) There will be mutual respect from both Councilmembers and staff of their respective roles and responsibilities when, and if expressing criticism in a public meeting. City staff acknowledges the Council as policy makers and the Councilmembers acknowledge staff as administering the Council's policies.
- (B) ~~Council Information Requests~~ Council Request Form (CRFIR):
- (1) The CRF is used for Aall requests by a Councilmember. ~~for information, statistics,~~

~~interpretations, answers , actions, or reports~~

(2) ~~The CRF~~ shall be directed to the Executive Assistant by means of hardcopy or electronic version (e-mail) of the ~~CIR-CRF~~. The Executive Assistant shall acknowledge receipt by e-mail.

(32) The City Manager shall forward the request to the appropriate Department Director for written or electronic response and to determine the estimated time or date for substantive response.

(43) The City Manager shall determine the appropriate level (see below):

(a) ~~“Major”~~ means any effort which is reasonably estimated to entail more than three hours of staff time.

(b) ~~“Significant”~~ means any effort which is reasonably estimated to entail one hour or more, but less than three hours, of staff time.

(c) ~~“Minor”~~ means any effort which is reasonably estimated to entail only an immediate response or less than one hour of staff time.

(54) The Executive Assistant will forward a copy of the request to the entire Council.

(65) Approval for action or referral to a Council Committee is requested at a Regular Council Meeting.

a. Major requests require approval/referral from a majority of the Council.

b. The City Manager may also ask for Council approval/referral of minor and significant requests at his/her discretion due to the nature of the request.

~~The City Manager will bring all major requests to the next Council meeting and ask for Council approval/referral.~~

c. Once an item has been referred to a Council Committee, the item will be closed as a ~~CIR-CRF~~ and processed through the Council committee process.

(C) All written material accumulated and/or prepared in response to an individual Councilmember shall be provided by the Executive Assistant, to all Councilmembers.

(D) Councilmembers shall not attempt to coerce or influence staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.

(E) The Council shall not attempt to change or interfere with the operating rules and practices of any City department.

Section 11. Media Relations

- (A) In an effort to provide a consistent message through all media platforms, the City's Government Relations and Communications Manager is deemed to be the City's single source contact for the media.

Consistent with state law, individual councilmembers can speak on how they voted on policy-level decisions. However, any questions on the City's position on an issue should be directed to the Government Relations and Communications Manager.

Guidelines for speaking to the media as an individual Councilmember:

- Do not speak on behalf of other Councilmembers, staff, or organizations, and specify to the media contact you are providing your personal viewpoint
 - Do not speculate on future actions or council "position" on any issue.
 - Only speak to facts, past council actions, upcoming schedules
- (B) The Mayor is the designated spokesperson for the entire Council on policy decisions already made by the Council but may not speculate about future policy decisions.
- (C) Report any media contacts or interviews to the City Manager and Government Relations and Communications Manager.

Section 12. Confidentiality¹

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

Section 13. Executive Sessions

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

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

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

- (B) The scheduling, notification, announcing, and conduct of an Executive Session during a Council Meeting, as permitted by Section 4(G) of these Administrative Procedures and applicable law, shall conform to the OPMA and shall comply with this Section.
- (C) Whenever possible, an Executive Session shall be noted on the Council Meeting agenda provided and posted pursuant to Section 5 of these Administrative Procedures. If deemed necessary by the Mayor or by action of the Council, an Executive Session may be called and added to the agenda during a Council Meeting. If an Executive Session is to be held during a Special Meeting, every effort shall be made to set forth the intent to hold an Executive Session on the notice of the Special Meeting as required by law.
- (D) Certain Council deliberations, discussions, considerations, reviews, evaluations, and final actions (“actions” as defined by the OPMA) are, by law, exempt from all provisions of the OPMA. Examples include the following: Proceedings concerned with business, occupation, or professional licenses and related disciplinary proceedings; deliberations following an appeal or other quasi-judicial matter; and collective bargaining strategy, positions, and proposals, as well as union grievance procedures and mediation. Nonetheless, the provisions of this Section 13- may be used to recess a Council Meeting to such an exempt proceeding just as if it were an Executive Session.
- (E) In addition to topics exempt from the OPMA, as described in Subsection (D), above, the OPMA permits discussion and consideration (but not “final action”) in an Executive Session closed to the general public for certain, limited, purposes. These limited purposes are summarized on Exhibit “A” to these Administrative Procedures, which is generally an extract from MRSC Report No. 39.
- (F) In event an Executive Session is necessary for any of the allowed purposes, the agenda, if possible, shall list the fact of the Executive Session and its purpose. Immediately prior to recessing to an Executive Session, the Mayor shall publicly announce the purpose of the Executive Session, generally in the following language, and shall state the estimated time of return of the Council to the open public meeting:
 - To consider the selection of a site or acquisition of real estate.
 - To consider the minimum price at which real estate will be offered for sale or lease.
 - To review negotiations on the performance of publicly bid contracts.
 - To evaluate complaints or charges against a public officer or employee.
 - To evaluate the qualifications of an applicant for public employment.
 - To review the performance of a public employee.
 - To evaluate the qualifications of a candidate or candidates for appointment to elective office.
 - To discuss with legal counsel matters relating to enforcement actions.
 - To discuss with legal counsel pending or potential litigation involving the City.

- (G) Executive Sessions require a controlled environment, therefore, when the Council is meeting in person, only Councilmembers physically present will be able to participate in the Executive Session.
- (H) Typically, the City Manager and City Attorney will attend Executive Sessions to assist the Council. Otherwise, however, attendance shall be limited to staff members and others whose input is necessary to the purpose of the Executive Session.
- (IH) No voting or other final action shall be taken during an Executive Session, except that consensus may be reached if confidentiality of such consensus is essential to the purpose of the Executive Session.
- (J) In event an Executive Session is not completed by the estimated time for return to the open public meeting, the Mayor, a Councilmember, or a staff member shall return to the open public meeting and shall announce that the Executive Session shall be extended to a stated time. Such an announcement shall not, however, be necessary if no members of the public remain in attendance at the open public meeting.
- (KJ) In event the Executive Session is concluded before the time that was stated for return to the open public meeting, the Council shall not reconvene in open session until the stated time. Such a waiting period shall not, however, be necessary if no members of the public remain in attendance at the open public meeting.

Section 14. Councilmember Travel & Expenses

- (A) When determined to be in the best interests of the City of SeaTac, Councilmembers may attend conferences and workshops within the City Council's total adopted budget limit. In matters of travel incident to attending conferences and meetings for City business and in incurring costs related thereto, Councilmembers shall comply with the current edition of the City of SeaTac Travel Policies, Regulations, and Procedures, attached as Exhibit B.

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

- (B) The Finance and Systems Department shall provide a quarterly summary of actual Council expenditures reported by each Councilmember. This summary will be used to assist the Council in monitoring the status of actual expenditures in comparison to the budgeted expenditures.

Section 15. Councilmember Equipment and Technology

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

Section 16. Virtual Meetings

- (A) In the event of an emergency, as declared by the Mayor, County Executive, Governor, or President of the United States, where in-person meetings are not possible, the City Council may use remote capabilities to host Virtual Meetings. As long as these meetings are held on the same day and time as a regular meeting, they will not be deemed as special meetings.
- (B) The meeting link will be emailed to the appropriate group (Council and staff only, unless outside presenters are being included) and the program will be made ready at least 15 minutes prior to the meeting to ensure all technology is working correctly. The link will not be forwarded to any other person without the approval of the meeting coordinator.
- (C) All meetings of the Council and Standing Committees will be livestreamed from the Council Chambers unless circumstances dictate otherwise (see the section on interviewing potential new CM's).
- (D) Council meetings will be audio recorded by the City Clerk and video recorded by the City's video recording company under contract at the time.
- (E) The chat function for the meeting program will be turned off prior to the meeting.
- (F) A call-in phone line will be provided for members of the public to listen to the meeting.
- (G) The City Council may receive remote oral and or email/text public comments.
 - a. Remote Oral Public Comment
 - i. Speakers must pre-register at least two hours prior to the meeting (a website link will be provided to register).
 - ii. An email will be sent to the speakers with instructions on joining the live meeting.
 - iii. Comments will be recorded and each speaker is allotted 3 minutes.
 - iv. The City Council will not respond to comments during the meeting. However, staff will contact the requestor at a later date.
 - v. Once comments are complete, speakers will leave the live meeting. However, they may continue to view and/or listen to the live meeting by accessing the live stream options and/or call-in line.
 - b. Written Public Comment

- i. Submit comments by email or text to PublicComment@seatacwa.gov at least two hours prior to the meeting.
 - ii. Comments will be provided to the City Council and mentioned by name and subject during the meeting.
 - iii. Written comments will be placed on the City's website for viewing after the meeting. Comments will be placed on the website in their entirety.
 - iv. Public comments submitted to an email address other than the one provided, or after the deadline, will not be included as part of the record.
- (H) Councilmembers must have video and audio capabilities and turn them on during the meeting whenever possible. Any participant (staff or presenter) in the meeting must turn on their video and audio when speaking, unless technical difficulties do not allow. Participants must attempt to contact IT in order to fix the problem prior to the meeting. If the issues cannot be resolved, then the participant must contact either the Mayor or the Chair of the meeting to let them know prior to the meeting.
- (I) The New Business section will be removed from the agenda when conducting a virtual meeting. New Business items should follow the CRF process so as to be as transparent and inclusive as possible.
- (J) Executive Sessions. Executive Sessions require a controlled environment, which cannot be guaranteed when conducting a virtual meeting from individual homes. Therefore, when an Executive Session is needed, all participants will be required to attend the Council meeting and Executive Session from various rooms at City Hall, to be assigned by the City Clerk and IT. If for some reasons City Hall is unavailable, another location will be made available.
- (K) The above sections related to Virtual Meetings, will also apply to Council Committees and Citizen Advisory Committees as applicable.
 - a. Each committee staff coordinator will choose the time that oral public comments sign-up and written public comments are due in order to accommodate back-to-back committee meetings and staff schedules. Once chosen, this time must stay consistent, outside of special meetings.

Section 17. Council Vacancy

- (A) Return of Materials and Equipment. During their service on the City Council, members may have acquired or been provided with equipment such as computers or other items which may entail a significant expense. These items are to be returned to the City at the conclusion of a member's term.
- (B) Filling Council Vacancies.
 - 1. Purpose. The purpose of this section is to provide guidance to the City Council when a Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until

certification of the next regular municipal election, to serve the remainder of the unexpired term.

(C) Appointment Process

1. Upon notification of an intent to vacate a position, or a vacant position occurs for any reason other than resignation, the City Council shall direct staff to begin the appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity.
2. The City Clerk's Office shall prepare a notice seeking applicants. This notice shall be included in any information outlets the City currently has, which could include website, blog, and email.
3. The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be accepted for two weeks from the first day of notification.
4. The applicant must (a) be a registered voter of the City of SeaTac on the day of application, and (b) have a one (1) year residency in the City of SeaTac prior to the date of appointment.
5. Applications received by the deadline date and time will be copied and circulated, by the City Clerk, to the Mayor and City Council.
6. The City Clerk shall prepare the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special City Council meeting.
7. The City Clerk shall notify applicants of the location, date and time of interviews.
8. Prior to the date and time of the interview meeting, the City Clerk shall accept one interview question from each Councilmember.

(D) Interview Meeting

1. This meeting will be open to the public, but conducted in such a way as to allow each candidate the same opportunity to speak but not have prior knowledge of the interview questions.
2. Interview questions must be kept as confidential as possible until the time of the interview. Therefore, if the interviews are conducted during a Special Council Meeting where the sole purpose is to conduct interviews and appoint, this meeting will not be live streamed, but will be recorded for future review by the public. If the interviews are conducted during a Council meeting where other action will be taken, only the portion for the interviews will not be live streamed.

3. Each interview of an applicant/candidate shall be no more than 20 minutes in length as follows:
- a. The applicant shall present his or her credentials to the City Council. (5 minutes)
 - b. The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same six questions, and will have 2 minutes to answer each question. (12 minutes)
 - c. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk. This will occur at a public meeting if time allows.
 - d. The Council may elect not to interview all of the applicants if the number exceeds ten (10) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms. The Councilmembers will review the applications and provide the City Clerk with their top 3 choices. The City Clerk will rank the applicants based on the Councilmember responses and provide the final interview list.
 - e. Voting.
 - i. Upon completion of the interviews, Councilmembers will convene into an Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations and votes taken by the Council shall be in open public session.
 - ii. The Mayor shall ask for nominations from the Councilmembers for the purpose of creating a group of candidates to consider. No second is needed.
 - iii. Nominations will be deemed closed by the Mayor when no other nominations are provided.
 - iv. Councilmembers may deliberate on such matters as criteria for selection and the nominated group of candidates.
 - v. The Mayor shall poll Councilmembers to ascertain that Councilmembers are prepared to vote.
 - vi. The Mayor will call for votes on candidates in the order they were nominated and until a nominee receives a majority vote.
 - vii. The Mayor shall declare the nominee receiving the majority vote as the new Councilmember and shall be sworn into office at the earliest

opportunity or no later than the next regularly scheduled City Council meeting.

- f. Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications prior to the vote being taken.
- g. If the City Council does not appoint a qualified person to fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to King County.
- h. In the event a vacancy occurs within one year of previous interviews, the City Council may fill the new vacancy using the previous pool of candidates. Council will agree to this by majority vote.
- i. Any portion of this section, or any section of the Admin Procedures, may be suspended during an emergency or if the Council is in favor of a different process by a two-thirds vote.

EXHIBIT A

TO THE SEATAC CITY COUNCIL ADMINISTRATIVE PROCEDURES

What are the allowed purposes for holding an Executive Session?

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

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

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

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

This provision has two elements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The City or prosecuting attorney or special legal counsel representing the City or County governing body must attend the Executive Session to discuss the

enforcement action or the litigation or potential litigation (presence of an attorney without such discussion is not sufficient);

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

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

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

EXHIBIT B

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

ARTICLE I: POLICY

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

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

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

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

511.60.43.031 Lodging
 511.60.43.032 Meals
 511.60.43.033 Transportation
 511.60.43.034 Mileage Reimbursements
 511.60.49.061 Registration

- E. Receipts, proof of payment documentation or certification in the case of no receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department within 15 days of the completion of travel.
- F. If an employee/official wishes to have his/her spouse, other family members or guests accompany him/her on any City related travel, the employee/official shall advise the City at the time the advanced travel request is made. The employee/official shall provide payment to the City of any costs for the spouse, family members or guests which would need to be submitted in advance to the sponsors of the convention, seminar or meeting so that no obligation by the City exists to provide such payment and that payments are received in a timely manner by the sponsor.
- G. If an employee/official requests travel arrangements to be made by the City, and payment is forwarded to the sponsor of the requested convention, seminar or meeting, or other travel arrangements are paid for by the City, and that employee/official fails, without good cause to attend the convention, seminar or meeting, the employee/official shall reimburse the City the amount paid by the City.

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

ARTICLE II: GENERAL

1. CONTROL OF TRAVEL

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

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

available. Preference shall not be given to any particular carrier or routing. If personal travel is combined with City-related business travel, the employee/official shall be responsible for paying the increase in airfare necessary to accommodate the personal part of the flight. In all cases, the City shall only pay the lowest available advance purchase coach class roundtrip airfare between Sea-Tac Airport and the City-related business destination(s). Such payment for personal travel shall accompany the City's payment to the vendor for the air travel ticket.

2. DIRECT PAYMENT TO VENDORS SUPPLYING SUBSISTENCE OR LODGING

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

ARTICLE III: MEALS AND LODGING

1. BASIS FOR REIMBURSEMENT - GENERAL

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

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

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

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

A. LODGING

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

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

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

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

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

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

B. MAXIMUM MEAL ALLOWANCES

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

MAXIMUM DAILY TOTAL....\$ 64.00

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

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

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

C. PRIVATE VEHICLE MILEAGE REIMBURSEMENT

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

ARTICLE IV: OTHER TRAVEL EXPENSES

1. **REIMBURSABLE TRANSPORTATION EXPENSES**

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance. Transportation cost shall be provided between City Hall and the site of the convention, seminar or meeting.

However, if the employee/official travels directly between their home and the site of a convention, seminar, or meeting, the employee shall be reimbursed the cost of roundtrip travel from either City Hall or from the employee/official's home, whichever is less. For example:

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

2. MULTIPLE ATTENDEES

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

3. MISCELLANEOUS TRAVEL EXPENSES

- A. Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the employee/official. Reimbursable expenses include, but are not limited to:
- (a) Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls. Under most circumstances, adequate ground transportation and shuttle services are available. These modes of transportation should be considered before renting a vehicle. For one person, a rental car is a very expensive mode of travel. As the number of persons sharing the ride increases, the more economical a rental car becomes. If there are no acceptable alternatives, motor vehicle rentals are reimbursable expenses with prior authorization as provided in Article I, Section C. Rental vehicles shall be used for official City business only, and only employees and officials covered by the City's insurance shall be authorized to drive any rented

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

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

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

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

6. Any tips or gratuities associated with personal expenses.

ARTICLE V: CITY CREDIT CARD USE

1. PURPOSE OF CITY CREDIT CARDS FOR TRAVEL EXPENSES

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

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

2. CREDIT CARD USE PROCEDURES

- A. The employee/appointed official shall present the *City of SeaTac Travel/Purchase Authorization and City Credit Card Form* with the Travel/Purchase Pre-Approval Section completed to the Accounting Supervisor (or designee) in the Finance Department to obtain a credit card. The City Manager is required to sign where provided in the Travel/Purchase Pre-Approval Section for Department Director travel and, in addition to Department Director approval, for all other employees where the estimated travel cost will exceed \$350.00. Department Directors are required to sign for all employees in their department. The City Manager shall be informed of any employee travel requiring an overnight stay.
- B. The employee/appointed official shall initial the City Credit Card logbook, acknowledging taking possession of the credit card. The employee/official is responsible for taking appropriate safety measures with the credit card while in his/her possession.
- C. A credit card number may be obtained from the Finance Department to purchase airline tickets and make lodging reservations over the telephone. A *City of SeaTac Travel/Purchase Authorization and City Credit Card Form* shall be completed and the required approval and signature obtained prior to the purchase of tickets or securing lodging reservations. If the tickets are purchased and/or the lodging is charged to the credit card by the hotel/motel a month or more in advance of the actual commencement of travel, the employee/official should complete the form and attach the receipts to it in order to expedite payment to the credit card company.

A second form should then be initiated and used for the expenses incurred during the actual period of travel, as these expenses will most likely be charged during a later billing period. Under no circumstances should a credit card number previously obtained from the Finance Department be used again without its use being recorded in the City Credit Card logbook in accordance with Section B above.

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

- H. Pursuant to RCW 42.24.115, the City shall establish a lien against an employee/official salary for any charges made with a City issued credit card that is not properly identified or is disallowed, unless paid by the employee/official prior to the date the credit card billing is due and payable.

ARTICLE VI: NO RECEIPT CERTIFICATION

1. MAXIMUM ALLOWABLE AMOUNT PER CALENDAR YEAR

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

EXHIBIT C

Topics Automatically Referred to Council Standing Committees

To improve timeliness and overall efficiency, the City Council previously referred the following topics to Standing Committees:

Administration & Finance Committee

- Financial Policies
- Audit Entrance or Exit Conferences
- Budget Amendments
- Discussion or matters related to the preparation of the budget process
- Council Administrative Procedures, option to review entire procedures when a portion has been referred
- Citizen Advisory Committees Ordinances, option to review entire ordinance when a portion has been referred
- Hotel/Motel Tax Advisory Committee Annual review
- Seattle Southside Regional Tourism Authority (SSRTA) Budget Review and Recommendation

Parks & Recreation Committee

- Any item recommended by the Community Services Advisory Committee, Arts, Culture and Library Advisory Committee, Senior Citizen Advisory Committee or Tree Board for Council action.
- Special Use Permits that require City Council action
- Addressing proposal from Special Interest groups
- Park Master Plans and program Needs Assessment
- Contracts for capital project – design and construction
- Agreements for park land and non-profit sport groups
- Discussion of new public events
- Section of SMC for parks such as 2:45.17.40, etc.
- Policies for human services and funding strategies.

Planning & Economic Development Committee

- Any item reviewed by the Planning Commission (PC) that has been forwarded by the PC for Council action.
- Comprehensive Plan issues
- Economic Development

Public Safety & Justice Committee

- SCORE
- Puget Sound RFA
- Police Statistical Reporting
- Red Light Cameras
- Municipal Court
- Sheriff's Office issues

- Security Contracts
- Permit Parking Program
- Regional Animal Services of King County (RASKC)
- School Resource Officer (SRO)
- Defense Attorney Contract
- Mailbox Replacement Program
- Code Compliance

Transportation & Public Works Committee

- Capital Improvement Program (CIP)
- Transportation Improvement Plan (TIP)
- Transportation Master Plan (TMP)
- Solid Waste contracts/agreements/services
- ROW standards and uses
- Franchise Agreements & Negotiations
- Outside agency capital projects within the City (WSDOT, ST, Airport etc)
- SWM Master Plan
- SWM CIP
- NPDES Permit

RESOLUTION NO. 20-012

A RESOLUTION of the City Council of the City of SeaTac, Washington, to finalize the 2020 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 13th day of October, 2020, and signed in authentication thereof on this 13th day of October, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

EXHIBIT A

2020 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP thru 6/30/2020

<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
5/9/2018	\$ 34.53	Jenna Frasca	Restitution
4/6/2018	\$ 100.00	Olivia Duron-Smith	Restitution
9/28/2017	\$ 250.00	Ronald Brosmer	Restitution
<u>TOTAL MUNICIPAL COURT</u>	<u>\$ 384.53</u>		

Finance Dept Records sent to UCP (7-1-16 thru 6-30-17)

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
115072	7/5/2016	\$ 27.77	Anh Hoang	Unclaimed
115147	7/5/2016	\$ 32.04	Linda Hilzer	Unclaimed
115199	7/5/2016	\$ 27.66	Somphone Kammaniphanh	Unclaimed
115204	7/5/2016	\$ 30.26	Terrance R Metcalf II	Mail Returned
115422	8/5/2016	\$ 26.10	Joseph Warzauf	Unclaimed
115501	8/19/2016	\$ 27.55	Bhutanese Youth of WA	Unclaimed
115679	9/2/2016	\$ 28.21	Danielle Novelo	Unclaimed
115700	9/2/2016	\$ 29.29	Kathleen O'Zey	Unclaimed
115735	9/2/2016	\$ 3.57	Tavaesina Maulupe	Unclaimed
116733	12/30/2016	\$ 31.07	Erin Vites	Unclaimed
116947	1/31/2017	\$ 66.54	Chad Steward	Unclaimed
116988	1/31/2017	\$ 23.85	Janis Simon	Unclaimed
116993	1/31/2017	\$ 3.64	Joseph Wright	Unclaimed
117055	1/31/2017	\$ 56.38	Timera Drake	Unclaimed
117078	1/31/2017	\$ 53.58	Zekariase R Woldselassie	Unclaimed
117343	3/3/2017	\$ 14.03	SeaTac Hardware	Unclaimed
117915	5/19/2017	\$ 60.76	Jared Gibson	Unclaimed
117916	5/19/2017	\$ 65.26	Jaron Danioth	Unclaimed
117976	5/19/2017	\$ 15.00	Soueyman Ba	Unclaimed
<u>TOTAL FINANCE DEPT</u>	<u>\$ 622.56</u>			

GRAND TOTAL **\$ 1,007.09**

RESOLUTION NO. 20-013

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 to facilitate the extension of SR-509.

WHEREAS, the City owns the lands that comprise Des Moines Creek Park; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has determined the need and proposes to extend SR-509 from South 188th Street within the City to Interstate 5 (Project); and

WHEREAS, the Project requires WSDOT to acquire from the City property from property that qualifies as 4(f) property pursuant to Section 4(f) of the Department of Transportation Act of 1966 (Recodified as 49 USC §303); and

WHEREAS, WSDOT has issued a Record of Decision to proceed with its Preferred Alternative and has secured project funding; and

WHEREAS, the City has agreed to facilitate WSDOT's right-of-way needs by way of a Letter of Agreement dated October, 2002; and

WHEREAS, WSDOT has authority to exchange lands pursuant RCW 47.12.063 and RCW 47.12.287, and the City has authority to exchange lands under RCW 39.33.010 and RCW 47.12.040;

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 Exchange 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.

PASSED this 13th day of October, 2020 and signed in
authentication thereof on this 13th day of October, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:

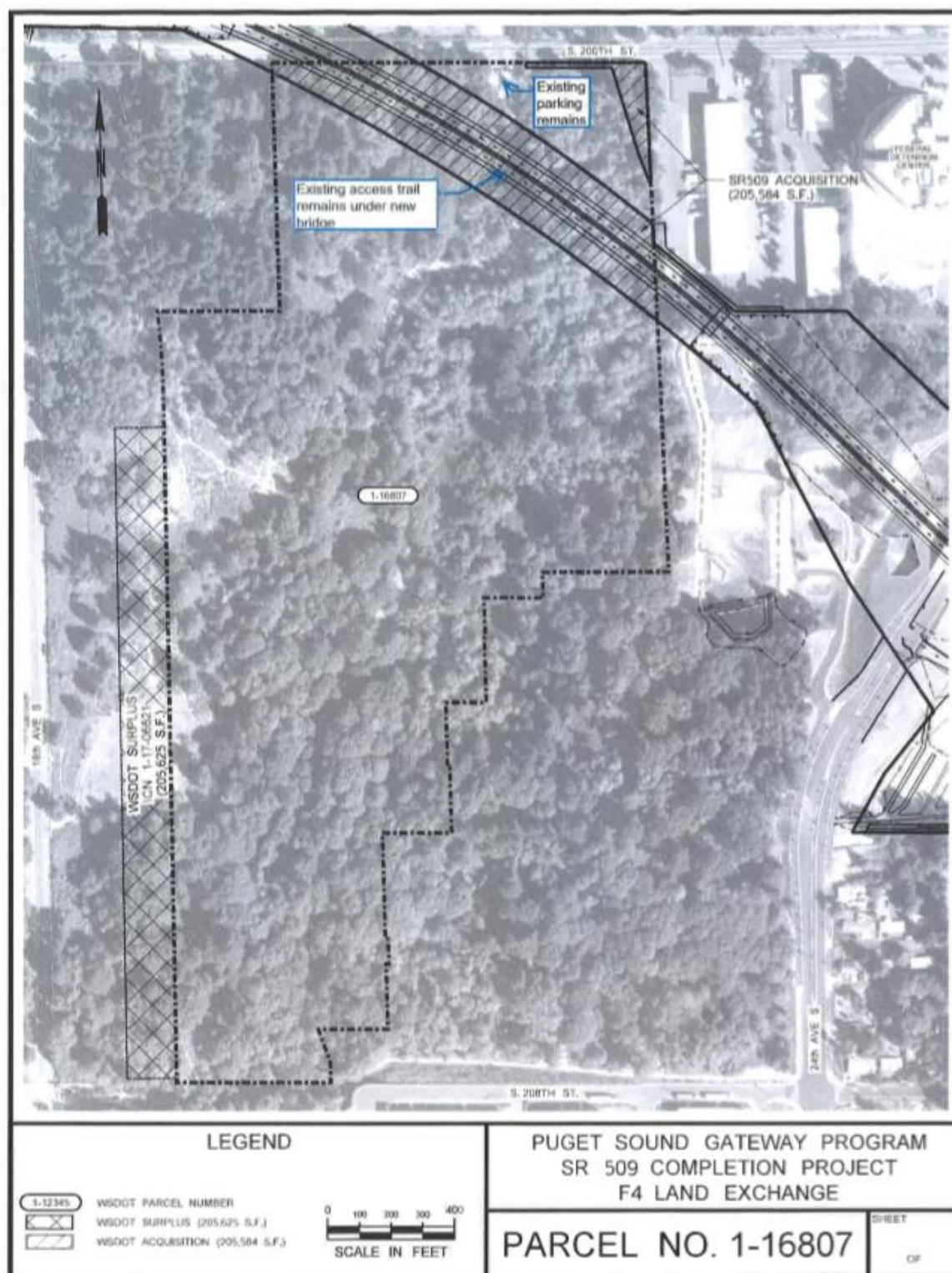

Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[WSDOT Land Exchange for SR-509]

Exhibit A



RESOLUTION NO. 20-014

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

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

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

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

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

1. That the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services is hereby amended as set forth on the attached "Exhibit A", which is incorporated herein by this reference.
2. This Resolution shall become effective on January 1, 2021.

PASSED this 10th day of November, 2020 and signed in authentication thereof
on this 10th day of November, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[2021 Schedule of Fees]

Exhibit A

CITY OF SEATAC



FEE SCHEDULE

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

Effective: January 1, 2021

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GENERAL GOVERNMENT AND MISCELLANEOUS

Animal Control

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

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

Consultant Fees

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

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

Copies and Records

a. Audio/Video recordings of a meeting(s)	Actual Cost
b. Copies - Black & White –from paper, electronic media, microfilm, etc., per page for 11 or more pages, 11x17 and under (As allowed by RCW 42.56.070(7), (8) and RCW 42.56.120) Includes photocopies of public records or printed copies of electronic public records	\$0.15
c. Copies - Color City Maps – 8 ½ x 11	\$1.00
d. Copies – Color - Maps, plans, other GIS products	\$3.50 per square foot
e. Copies - Black & White - Maps, other GIS products	\$1.00 per square foot
f. Copies or Printing – Vendor produced Requestor will be notified of estimated costs in advance	Actual Cost
g. Electronic records provided on electronic storage media	Actual Cost
h. Electronic files or attachments uploaded to email, cloud-based storage, or other means of electronic delivery	\$0.05/four (4) electronic files
i. Postage and/or mailing materials	Actual Cost
j. Scan paper copies to electronic format, per page for 11 or more pages.(As allowed by RCW 42.56.070(7), (8) and RCW 42.56.120) Includes public records scanned into electronic format (up to 11x17)	\$0.10
k. Service charge to prepare data compilations or provide customized electronic access services	Actual Cost
l. Transmission of public records in an electronic format	\$.10/GB
m. GIS staff time for filling requests (minimum 1 hour; then billed in 15-minute increments)	Standard hourly rate

Collection Agency Fees (Per Collection Agreement)	Actual Cost + 10%
Dishonored Checks (Per Bank Contract)	
a. Reasonable handling charge	\$25.00
b. Cost of collection (or face amount of check, whichever is lesser)	\$40.00
c. Interest from date of dishonor	12%
Additional damages in event of court action - court costs and attorney fees of three times the face amount of the check, or \$300.00, whichever is less.	
Electronic Vehicle Charging	\$2.00 per transaction
Hearing Examiner - Appeals and Hearings	
Add Fees for any copies of records the City has to make for an appeal case	
a. Examiner's charge for conducting hearing and issuing a decision	Actual Cost
b. Filing fee for appeal to Examiner	\$221.50
c. Filing fee for appeal from Examiner to City Council	\$664.00
Lost check/Re-issue Requested (vendor and/or employee; fee charged after 2nd request)	\$25.00
Standard Hourly Rate	
Applies to all City departments. This rate shall apply to required and/or agreed to requests for expedited inspections, reviews, or other requested city services	\$108.50
Standard Hourly Overtime Rate	
Applies to all City departments. Charged at one and one-half times the standard hourly rate, this rate shall apply to required and/or agreed to requests for expedited inspections, reviews, or other requested city services that are required outside of normal business hours. A four-hour minimum callback charge will apply	One and one half times the standard hourly rate (4 hr minimum)

DEVELOPMENT RELATED FEES

Home Owner and Occupant Fee Credit

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

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

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

MISCELLANEOUS	
Pre-application Meeting -Due at time of application	\$332.00
Pre-application Meeting Credit -Applied if permit is issued within 12 months of the Pre-Application meeting	50% of pre-application fee
Technology Fee	
Initial Fee on all applications, permits, or fees	\$5.50
Additionally, the fees below apply to the total valuation/cost of improvement of the project	
Valuation	
Up to \$500	\$5.50
\$501 to \$5,000	\$27.00
\$5,001 to \$10,000	\$54.50
\$10,001 to \$25,000	\$81.50
\$25,001 to \$50,000	\$108.50
\$50,001 to \$100,000	\$217.00
\$100,001 to \$500,000	\$325.50
\$500,001 and up	\$434.00

BUILDING SERVICES	
Building and Sign Permits (Technology Fee Applies)	
Valuation Amount	Permit Fee
\$1 - \$500	\$55.50
\$501 - \$2,000	\$55.50 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	\$132.50 for the first \$2,000 plus \$22.50 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001 - \$50,000	\$652.50 for the first \$25,000 plus \$16.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001 - \$100,000	\$1,063.00 for the first \$50,000 plus \$11.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 - \$500,000	\$1,635.00 for the first \$100,000 plus \$9.25 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001 - \$1,000,000	\$5,335.50 for the first \$500,000 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Over \$1,000,000	\$9,085.50 for the first \$1,000,000.00 plus \$5.20 for each additional \$1,000.00 or fraction thereof over \$1,000,000.00

Building and Sign Permits - Other Inspections & Fees (Technology Fee Applies)	
Permit	Fee
Adult Family Home - Application and Inspection	\$149.50
Demolition Permit	
a. For buildings 500 square feet or less	\$55.50
b. Minimum for buildings 500 sq ft or more	\$166.00
c. SEPA required for non-single family residence and any structure in excess of 4000 feet.	See LAND USE
Inspections for Which No Fee is Specifically Indicated - Per hour (minimum 1 hour)	Standard hourly rate
Inspections Outside the Normal Business hours (minimum 4 hours)	One and one half times the standard hourly rate
Manufactured Home - In a park or on a private property	\$343.00
Manufactured Home Pre-inspection - Per hour, plus mileage at IRS rate	Standard hourly rate
Modular Structure - Based on contract amount and computed from ICC Building Standard Fee Table	Valuation
Moving of a House	\$332.00
Outside Consultant - If required for plan checking and inspections	100% of actual cost to include a 10% administrative fee
Plan Review	65% of the permit fee
a. Outside structural plan review - If required	Additional 33% of the permit fee
Re-Roofing Permit - For a single-family residence is based upon valuation as determined by the contract amount, or computed at the fair market rate per square foot for the DIY projects	\$100.00 minimum or valuation
Re-Inspection - Per hour (minimum 1 hour)	Standard hourly rate
Washington State Surcharge (Per RCW 19.27.085)	
a. Residential building permits	\$6.50 each permit plus \$2.00 per residential unit after the first unit
b. Commercial building permits	\$25.00 each permit plus \$2.00 per residential unit after the first unit

Electrical Permits (Technology Fee Applies)	
Electrical-Single Family Residence (SFR)	
New construction SFR dwelling - includes a garage	Valuation
Garages, pools, spas, outbuildings	\$135.50
Low voltage systems	\$72.50
Meter/mast repair	\$89.00
Noise remedy permit	\$121.50
Electrical (Commercial and Multi Family)	
Valuation Amount	Fee
\$250.00 or less	\$59.50
\$251.00 - 1,000.00	\$59.50 plus 5% of cost over \$250.00
\$1,001.00 - 5,000.00	\$97.50 plus 1.9% of cost over \$1,000.00
\$5,001.00 – 50,000.00	\$173.00 plus 1.69% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$932.00 plus 1.23% of cost over \$50,000.00
\$250,001.00 - 1,000,000.00	\$3,395.00 plus .87% of cost over \$250,000.00
\$1,000,001.00 and up	\$9,920.00 plus .52% of cost over \$1,000,000.00
a. In addition to the permit fee, when plan review is required, a plan review fee must be paid at the time of permit application equal to 25% of the permit fee with a minimum of the standard hourly rate	
b. Additional plan review, if required by changes, additions, and/or revisions to plans will be charged the standard hourly rate (minimum 1 hour)	
Electrical -Other Inspections and Fees	
Carnivals	
a. Base fee	\$98.50
b. Each concession	\$13.00
Consultants Fee - If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspection or Plan Review - Not specified elsewhere	Standard hourly rate
Inspections for Which No Fee is Specifically Indicated (minimum 1 hour)	Standard hourly rate
Inspections Outside Normal Business Hours (minimum 4 hours)	One and one half times the standard hourly rate
Manufactured/Mobile Home Service - Does not include garage or outbuildings	\$88.00
Re-inspection Fees (minimum 1 hour).	Standard hourly rate
Temporary Service – Residential, per hour	Standard hourly rate

Mechanical Permits (Technology Fee Applies)	
Mechanical-Single Family Residence (SFR)	
New construction single family dwelling*	\$187.50
New construction installation/existing dwelling* (existing dwelling with no existing ducting or venting)	\$187.50
<i>*Gas piping included in the above permits</i>	
Mechanical - Additions and Remodels to Single Family Residence	
Each new or replaced appliance/equipment, (furnaces, water heaters, exhaust fans, etc.)*	\$71.50
More than two new or replaced appliances/equipment, (furnaces, water heaters, exhaust fans, etc.) *	\$187.50
Gas piping (no equipment or appliances)	\$66.00
<i>*Gas piping included in the above permits</i>	
Mechanical - Multi-Family and Commercial	
Valuation Amount	Fee
\$250.00 or less	\$50.00
\$251.00 - 1,000.00	\$50.00 plus 4% of cost over \$250.00
\$1,001.00 - 5,000.00	\$80.50 plus 1.52% of cost over \$1,000.00
\$5,001.00 - 50,000.00	\$142.00 plus 1.44% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$788.00 plus 1% of cost over \$50,000.00
\$250,000.00 - 1,000,000.00	\$2,809.50 plus .82% of cost over \$250,000.00
\$1,000,001.00 and up	\$8,979.50 plus .42% of cost over \$1,000,000.00
Mechanical - Plan Review Fee	
Plan Review Fee - Is equal to 40% of the Mechanical Permit Fee	
Additional Plan Review - If required by changes, additions, and/or revisions to plans, charged at the standard hourly rate (minimum 1 hour)	
Mechanical-Other Inspections and Fees	
Consultants Fee - If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspections for Which No Fee is Specifically Indicated (minimum 1 hour)	Standard hourly rate
Inspections Outside Normal Business Hours (minimum 4 hours)	One and one half times the standard hourly rate
Re-inspection Fees (minimum 1 hour)	Standard hourly rate

Plumbing Permits (Technology Fee Applies)	
Plumbing-Single Family Residence (SFR)	
New construction SFR Plumbing Permit	\$187.50
Plumbing- Additions and Remodels to Single Family Residence	
Adding one to five fixtures	\$68.50
Adding six to ten fixtures	\$121.50
Over ten fixtures	\$187.50
Plumbing - Multi-Family and Commercial	
Valuation Amount	Fee
\$250.00 or less	\$50.00
\$251.00 - 1,000.00	\$50.00 plus 4% of cost over \$250.00
\$1,001.00 - 5,000.00	\$80.50 plus 1.52% of cost over \$1,000.00
\$5,001.00 – 50,000.00	\$142.00 plus 1.44% of cost over \$5,000.00
\$50,001.00 - 250,000.00	\$788.00 plus 1% of cost over \$50,000.00
\$250,000.00 - 1,000,000.00	\$2,809.50 plus .82% of cost over \$250,000.00
\$1,000,001.00 and up	\$8,979.50 plus .42% of cost over \$1,000,000.00
Plan Review Fee -equal to 40% of the Plumbing Permit Fee	
Additional Plan Review - If required by changes, additions, and/or revisions to plans, charged at the standard hourly rate (minimum 1 hour)	
Plumbing-Other Inspections and Fees	
Consultants Fee- If required for plan checking and inspections	100% of actual cost plus a 10% administrative fee
Inspections for Which No Fee is Specifically Indicated	Standard hourly rate
Inspections Outside Normal Business Hours (minimum 4 hours)	One and one half times the Standard hourly rate
Re-inspection Fees (minimum 1 hour)	Standard hourly rate

ENGINEERING REVIEW	
Right of Way Use Permits (Technology Fee Applies)	
Application	Fee
Class A (Non-residential zones)	\$217.00
Class A (Residential zones)	\$108.50
Class B	\$217.00
Class C all residential driveways	\$217.00
Class C and Class D (Non-Franchise)	\$382.00
Class D (Franchise)	\$426.50
Class E (Haul)	\$197.50
Application Review	Fee
Class A (Non-residential zones)	Standard hourly rate
Class A (Residential zones)	One hour (at standard hourly rate)
Class B	Standard hourly rate
Class C Residential driveways less < 30 feet width	Standard hourly rate
Class C and Class D (Non-Franchise) with:	
a. Engineering plans with drainage facilities	\$1,128.00
b. Engineering plans without drainage facilities	\$300.50
c. Re-submittal, each occurrence	\$117.00
Plus hourly fee	Standard hourly rate
d. Revision to previously approved plans	\$196.50
Plus hourly fee	Standard hourly rate
Class D (Franchise)	Standard hourly rate
Class E (Haul) with:	
a. Engineering and traffic control plans	\$352.50
b. Re-submittal, each occurrence	\$117.00
Plus hourly fee	Standard hourly rate
c. Revision to previously approved plans	\$196.50

Daily Use (Inspection)	Fee
Class A (Non-residential zones)	Standard hourly rate
Class A (Residential zones)	No Fee
Class B	Standard hourly rate
Class C and Class D (Non-Franchise)	
a. Construction (Performance Bond) Inspection	
Cost of improvement	Fee
\$0 - 30,000.00	\$127.00 + \$68.50/\$1000 Cost
\$30,001.00 - 120,000.00	\$1,267.00 + \$30.50/\$1000 Cost
\$120,001.00 - or more	\$3,967.00 + \$8.00/\$1000 Cost
b. Maintenance Bond Inspection (Final, 6 mo., & 1 yr.)	
Cost of improvement	Fee
\$0 - 30,000.00	\$77.00 + \$11.00/\$1000 Cost
\$30,001.00 - 120,000.00	\$272.00 + \$4.50/\$1000 Cost
\$120,001.00 - or more	\$572.00 + \$2.00/\$1000 Cost
Class D	Standard hourly rate
Class E	Standard hourly rate

Clearing/Grading/Drainage Permit Fees (STE Permits)	
STE for Single Family Residential (SFR)	
Application Fee	\$513.50
Plan Review Fee	\$1,027.00
Inspection Fee	\$513.50
Additional inspections attributable to permittee's action or inaction (per inspection)	Standard hourly rate
STE for all other Permits	
Application Fee	\$672.50
Initial Plan Review Fee	\$1,480.50
Construction (Performance Bond) Inspection Fee	
Cost of improvement	Fee
\$0 - 30,000.00	\$127.00 + \$68.50/\$1000 Cost
\$30,001.00 - 120,000.00	\$1,267.00 + \$30.50/\$1000 Cost
\$120,001.00 - or more	\$3,967.00 + \$8.00/\$1000 Cost
Maintenance Bond Inspection Fee (Final, 6 mo., & 1 yr.)	
Cost of improvement	Fee
\$0 - 30,000.00	\$77.00 + \$11.00/\$1000 Cost
\$30,001.00 - 120,000.00	\$272.00 + \$4.50/\$1000 Cost
\$120,001.00 - or more	\$572.00 + \$2.00/\$1000 Cost

Final Grading Plan Review Fees (STE Permit)

Shall be calculated by adding the application amounts from Final Grading Plan Review, Final Clearing Plan Review and if applicable, Final Drainage Plan Review-Commercial; provided the maximum plan review fee shall not exceed \$35,000.00

Final Grading Plan Review Table

Volume	Base	Per 100 cu.yds.
0-50 cu. yds.	Flat fee	\$169.00
51- 10,000 cu. yds.	\$169.00	\$16.00
10,001 to 50,000 cu. yds.	\$1,569.00	\$2.00
50,001 cu. yds., and more	\$1,813.50	\$1.51

Final Clearing Plan Review Table

Disturbed Area	Base	Per 100 cu.yds.
Up to 1/2 1 acre	\$66.50	\$301.00
1/2 2 to 10 acres	\$142.00	\$225.50
11 acres and more	\$4,444.00	\$73.50

Final Drainage Plan Review- Commercial Table

Disturbed area	Amount
0-1/2 acre site	\$904.50
1/2-1 acre site	\$1,130.00
1-5 acre site	\$1,809.50
More than 5 acre site	\$4,749.00

Other Engineering Inspections and Fees (Technology Fee Applies)	
Commercial Traffic Circulation Review	
a. On-site review only, no right-of-way improvements	\$181.00
b. On-site and right-of-way improvements review	\$543.50
c. Review for compliance with SEPA conditions	\$181.00
Concurrency Application & Review	One hour (at standard hourly rate)
Plan Revision Fee	
a. Each occurrence	\$217.00
b. Plus additional hourly fee	Standard hourly rate
Permit Renewal Fee	50% of standard application fee
Related Inspections and Other Services	Standard hourly rate
Reclamation Bond Release Inspection	\$204.00
Standard Bonding Rate	
The standard performance bonding rate is set at 120% of the cost of the uncompleted work to be bonded.	120%
Transportation Impact Fees	
Applies to all new development and increase in P.M. peak hour trips resulting from redevelopment.	See Schedule of Transportation Impact Fees to determine fee amount
Variance - Temporary Noise	\$221.50
Variance - Engineering Review	\$505.00

LAND USE	
Applications and Fees (Technology Fee Applies)	
Accessory Dwelling Unit	\$139.00
Binding Site Plan	
a. Preliminary	\$4,338.50
b. Final	\$2,711.50
Comprehensive Plan Amendment	\$2,323.50
Comprehensive Plan- Printed Copy	\$66.00
Conditional Use Permits (CUP)	
a. Minor	\$2,439.50
b. Major	\$4,536.00
Consultant Review and Confirmation Fee - For Wetland Consultant, GeoTech Consultant, Arborist, WCF, etc.	100% of actual cost plus a 10% administrative fee
Critical Areas Public Utility Exception	\$1,541.00
Critical Areas Reasonable Use Exception	\$1,541.00
Development Agreement	\$8,508.50
Inspections or Reviews - Not otherwise covered	Standard hourly rate
Long Plat	
a. Preliminary	\$8,696.00
b. Final	\$6,804.00
Lot Line Adjustment	\$1,361.50
Mobile Home Park Closure-Plus any other actual costs	\$1,627.00
MultiFamily Property Tax Exemption (MFTE)	
a. Application fee	\$1,212.00
b. Contract amendment	\$606.00
c. Extension of conditional certificate	\$606.00
Other Plans and Planning Documents - Per page for 10 or more pages	See Copies and Records
Planned Unit Developments (PUD)	
a. Preliminary	\$9,293.50
b. Final	\$4,536.00
Re-addressing Re-imbursement - To neighbor(s) for cost of re-addressing of house (if required)	\$110.50 per house
SEPA - Environmental Checklist	\$2,411.50
SEPA - E.I.S. Preparation	Actual cost
Separate Lot Determination	\$459.00
Shoreline Exemption	\$221.50

Shoreline Substantial Development Permit	
Valuation Amount	Fee
Up to \$10,000.00	\$407.00
\$10,001.00 to \$100,000.00	\$1,245.00
\$100,001.00 to \$500,000.00	\$3,402.50
\$500,001.00 to \$1,000,000.00	\$7,523.50
\$1,000,001.00 +	\$12,480.50
Short Plats -Preliminary	\$4,160.00
Short Plat - Final	\$2,434.00
Preliminary Site Plan Review	\$974.00
Special Home Occupation Permit	\$403.50
Technology Fee	See MISCELLANEOUS
Temporary Use Permit	\$192.00
Text Amendment to Title 14, 15, 16, or 18 of the SeaTac Municipal Code	\$3,795.50
Variance - Planning	
a. Administrative	\$1,499.00
b. Other	\$3,153.00
Wireless Communications Facilities	
Macro Facility	Based on permit type in SMC 15.480.030 (B)
Small Wireless Facility Permit	
a. Up to 5 facilities on existing poles	\$500.00
b. More than initial 5 on existing poles, per pole	\$100.00
c. New or replacement pole, per pole	\$1,000.00
Eligible Facilities Request	\$505.00
Zoning Code Departure	\$205.50
Zoning Code Interpretation Letter	\$260.50
Zoning Compliance Letter	\$453.50
Zone Reclassification (Rezone) application	\$7,800.00

BUSINESS LICENSES

The City of SeaTac partners with State of Washington Business Licensing Service (BLS) to administer its City Licenses

General Business License Fees

Type	Frequency	Fee
Registration Only	Annual	\$0.00
Home Occupation	Annual	\$50.00
Out of City	Annual	\$150.00

Commercial License Fees-use the table below:

Number of Full-Time Employees	Frequency	Fee
0-10 FTE	Annual	\$100.00
11-50 FTE	Annual	\$250.00
51-100 FTE	Annual	\$1,500.00
101-500 FTE	Annual	\$4,750.00
501-1000 + FTE	Annual	\$9,500.00

Non-Profit 501(c)3 Registration

Type	Frequency	Fee
Registration	Annual	\$0.00

Other Licenses

Type	Frequency	Fee
Pawnbroker license	Annual	\$500.00
Solicitor or canvasser license (as provided in SMC)	Annual	\$75.00
Vehicle for hire license - Through King County as adopted by SMC 5.15	Per King County Code 6.64	

FIRE SERVICES	
PUGET SOUND REGIONAL FIRE AUTHORITY (RFA)	
Operational Permits	
International Fire Code 105.6 as modified by SMC	
Initial Fees for:	
a. Hazardous Material Permit	\$184.50
b. High Pile Combustible Material Storage Permit	\$143.00
c. All Other Permits	\$121.50
Renewal Fees for:	
a. Hazardous Materials Permit	\$159.50
b. High Pile Combustible Material Storage Permit	\$127.00
c. All Other Permits	\$106.50
Construction Permits	
International Fire Code 105.7 as modified by SMC	
Plan Review Fees	
Use Building Services, Building and Sign Permit Fee Valuation Table	65% of Permit Fee
Permit Fees	
Use Building Services, Building and Sign Permit Fee Valuation Table	100% of Permit Fee
Fee for Residential Tank Removal	\$75.00
Other Inspections and Fees	
Additional plan review requiring changes, additions or revisions to plans (1 hour minimum)	Standard hourly rate
Business license inspection (1/2 hour minimum)	Standard hourly rate
Expedited review (1 hour minimum)	Standard hourly rate
Inspections for which no fee is specifically indicated (1 hour minimum)	Standard hourly rate
Inspections outside the normal business hours	Contact Puget Sound RFA
Re-inspections (1 hour minimum)	Standard hourly rate
Request for Code Modification or Alternative Method (2 hour minimum)	Standard hourly rate

MUNICIPAL COURT

Administrative Fees

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

Copy Fees

a. Court Recordings (Per CD)	\$21.50
b. Other copy fees	See GENERAL GOVERNMENT AND MISCELLANEOUS

Filing Fees

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

SeaTac Community Center

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

Valley Ridge Community Center

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

Valley Ridge Park

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

Angle Lake Park

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

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

POLICE SERVICES

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

PUBLIC WORKS

Street Vacation

Street vacation application	\$1,106.50
Street vacation processing	\$1,106.50

Franchise Fees

Franchise Application	\$4,735.50 + Cost to Publish
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RESOLUTION NO. 20-015

A RESOLUTION of the City Council of the City of SeaTac,
Washington, amending the City's Financial Policies and
repealing Resolution 18-017.

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

WHEREAS, changes have been made to the financial policies adopted by Resolution 18-017; and

WHEREAS, the City Council deems it appropriate to repeal Resolution 18-017 and adopt the revised financial policies through the Resolution; and

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

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

WHEREAS, these financial policies were discussed at the City Council Macro Budget Workshop on July 10, 2020 and the City Council Budget Workshop #1 on October 6, 2020;

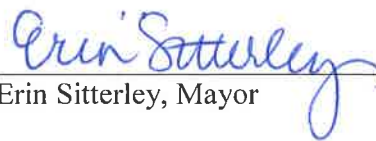
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

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

Section 2. Resolution 18-017 is hereby repealed.

PASSED this 10th day of November, 2020, and signed in authentication
thereof on this 10th day of November, 2020.

CITY OF SEATAC


Erin Sitterley, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Financial Policies and Repeal Resolution 18-017]

Exhibit A

City of SeaTac Financial Policies

Revised November 10, 2020

Adopted November 13, 2018

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BASIC POLICY STATEMENT

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

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

APPLICATION AND ADMINISTRATION

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

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

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

LINES OF AUTHORITY

City Council

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

Council Committees

- a. The Administration & Finance Committee (A&F) has the authority to perform reviews of the organization's financial activity.

City Manager

1. The City Manager has primary oversight responsibility for ALL budget expenditures.
2. The City Manager may authorize transfers between individual appropriations within any one department or fund (SMC 3.40.110).
3. The City Manager shall serve on the Investment Committee (SMC 3.41.010).

Departments

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

Finance Department

- a. The Finance Department (Finance) is responsible for coordinating the overall preparation and administration of the City's budget and Capital Improvement Program. Finance assists department staff in identifying budget problems, formulating solutions and alternatives, and implementing any necessary corrective actions.
- b. The Finance Director will exercise a secondary oversight responsibility for ALL budget expenditures. This includes responsibility for both technical errors and errors of judgment, which shall be brought immediately to the attention of the responsible department head and the City Manager.

- c. The Finance Director shall serve on the Investment Committee (SMC 3.41.010).

GENERAL BUDGET POLICIES

Budget Preparation

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

Downturns

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

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

Budget Amendments

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

Decision Cards

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

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

RESERVE POLICIES

General Fund

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

Enterprise Funds

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

Capital Funds

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

Replacement Funds

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

Special Revenue Funds

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

REVENUE POLICIES

General Policy

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

Budgeting

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

Taxes

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

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

Fees

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

Monitoring/Reporting

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

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

EXPENDITURE POLICIES

General Policy

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

Budgeting

Operating/On-Going

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

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

One-Time/Capital

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

PURCHASING AND EXPENDITURE CONTROL

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

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

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICIES

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

DEBT

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

INVESTMENTS

1. The City's Investment practices shall be in accordance with SMC 3.41 and the Investment Policy.

OTHER POLICES

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

1. Grant Application & Acceptance (CW-016)
2. Cost Allocation
3. Interfund Loans
4. Purchasing Policies and Procedures (SMC 3.31)
5. Travel Expense Policy
6. Use of City Credit Cards (CW-007)
7. Cash Receipting and Cash Handling Procedures
8. Continuing Property (CW-012)
9. Investment Policy (SMC 3.41)