

ORDINANCE NO. 24-1001

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the professional services contract with DKS Associates for the 2024 Transportation Master Plan Update project and amending the City's 2023-2024 Biennial Budget.

WHEREAS, Ordinance 23-1015 authorized \$796,600 in funding for the 2024 Transportation Master Plan Update project; and

WHEREAS, the 2024 Transportation Master Plan project includes a task for the consultant to provide expertise in determining the appropriate bicycle and pedestrian facilities along 34th Avenue South, from South 166th Street to South 176th Street in support, alignment, and coordination with ST-016, 34th Ave S ; and

WHEREAS, additional work was identified to increase travel demand model accuracy throughout the entire jurisdiction and to develop a street section that accommodates access for multiple travel modes for the 34th Avenue South, South 166th Street to South 176th Street project; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional expenditure authority and appropriation for the 2024 Transportation Master Plan Update Project.

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

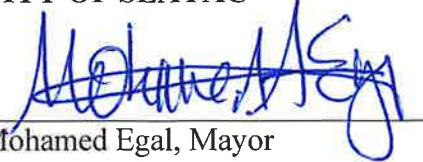
Section 1. The City's 2023-2024 Biennial Budget shall be amended by increasing expenditures in the Transportation CIP Fund (307) by \$18,680 to fund additional efforts for the 2024 Transportation Master Plan project.

Section 2. The City Manager is authorized to execute an amendment to the professional services contract with DKS Associates for the development and delivery of the 2024 Transportation Master Plan.

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

ADOPTED this 9th day of January, 2024 and signed in authentication thereof this 9th
day of January, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: January 20, 2024]

[2024 Transportation Master Plan Update Project – Amendment to professional services contract]

ORDINANCE NO. 24-1002

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to amend a professional services contract with Perteet, Inc. for design of the South 204th Street Improvements Project (Public Works Project ST-134), and amend the City's 2023-2024 Biennial Budget.

WHEREAS, the City of SeaTac implements a transportation improvement program, which identifies capital improvement projects for the City's transportation network; and

WHEREAS, the South 204th Street Improvements Project ("Project"), Public Works Project ST-134, which is part of the City's transportation improvement program, will be designed in 2023, 2024, and 2025; and

WHEREAS, funding for the design efforts is needed in 2024, by increasing expenditures in the Transportation CIP Fund (#307) by \$454,323;

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

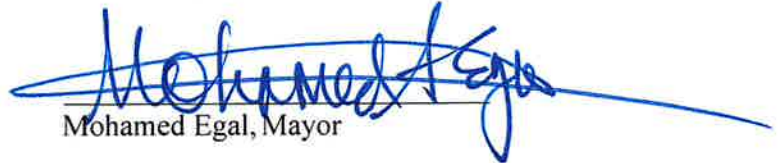
Section 1. The City's 2023-2024 Biennial Budget shall be amended by increasing expenditures in the Transportation CIP Fund (#307) by \$454,323 to fund design efforts for the South 204th Street Improvements Project.

Section 2. The City Manager is authorized to execute a contract amendment with Perteet, Inc., in the amount of \$754,323 for the design of the South 204th Street Improvements Project (Public Works Project ST-134).

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

ADOPTED this 23rd day of January, 2024, and signed in authentication
thereof on this 23rd day of January, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: February 3, 2024]

[S. 204th Street Improvements Project and Budget Amendment]

ORDINANCE NO. 24-1003

AN ORDINANCE of the City Council of the City of SeaTac,
Washington, amending the 2023-2024 Biennial Budget revenue and
expenditures.

WHEREAS, the Administration and Finance Committee, on February 1, 2024,
reviewed the proposed amendment submitted by the City Manager and Finance and Systems
Director which details recommended changes in various revenue and expenditure line items in
the 2023-2024 Biennial Budget; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial
Budget to provide additional appropriation authority to fund certain expenditures identified in
Exhibit A;

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

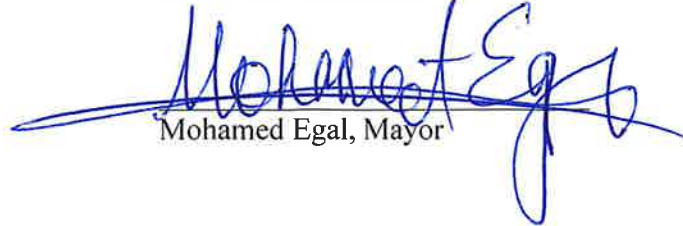
Section 1. A listing of the adjustment requests is included by line item, amount, and fund as
shown in the attached Exhibit A. Decision Cards providing detailed descriptions are included
as Exhibit C.

Section 2. The 2023-2024 Biennial Budget for the City of SeaTac, covering the period from
January 1, 2023, through December 31, 2024, is hereby amended with a total 2024 ending
fund balance in the amount of \$109.9 million for all budgeted funds. The City's 2023-2024
biennial budget is attached as Exhibit B, and includes budgeted revenues and expenditures for
the 2023-2024 biennium in the amounts and for the purposes shown separately and in the
aggregate totals for all such funds as displayed.

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

ADOPTED this 27th day of February, 2024, and signed in authentication
thereof on this 27th day of February, 2024.

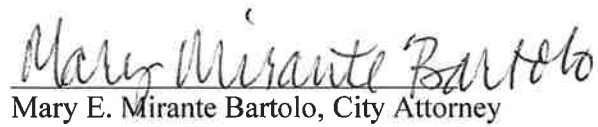
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 03.09.24]

[2023-2024 Biennial Budget Amendment Ordinance]

EXHIBIT A

2023-2024 Biennial Budget Amendment

Revenue

001	001.334.02.70.001
	001.337.07.00.020
	001.341.49.00.000
301	301.337.07.00.016
307	307.334.03.81.017
501	501.397.90.00.001

2023-2024
TOTAL
\$100,000
\$80,788
\$199,762
\$258,196
\$4,000,000
\$8,000
\$4,646,746

WA Rec & Consv NSP Trail Repairs
Grandview Fence RPR - KC Parks Levy
Port Reimbursement - Criminal Paralegal & JSS DCs
BMX Track Lighting - KC Parks Levy
Airport Station Area Urban - TIB
Transfer In - 501 Fund (Recreation Trailer DC)

Expenditures

FUND

BAR#

001	001.000.02.512.51.XX.XXX
	001.000.02.512.51.31.008
	001.000.02.512.51.49.053
	001.000.02.512.51.43.033
	001.000.02.512.51.49.061
	001.000.06.515.35.XX.XXX
	001.000.06.515.30.31.008
	001.000.06.515.30.35.000
	001.000.06.515.30.42.028
	001.000.06.515.30.49.053
	001.000.08.521.20.49.053
	001.000.08.554.30.41.022
	001.000.10.576.80.XX.XXX
	001.000.10.576.80.31.008
	001.000.10.576.80.31.018
	001.000.10.576.80.35.000
	001.000.10.576.80.42.028
	001.000.10.576.80.43.031
	001.000.10.576.80.43.032
	001.000.10.576.80.43.033
	001.000.10.576.80.49.053
	001.000.10.576.80.49.061
	001.000.10.576.80.48.000
	001.000.10.576.80.48.000
	001.000.10.573.90.45.000
	001.000.10.597.90.00.001
	001.000.13.558.50.XX.XXX
	001.000.13.558.50.31.008
	001.000.13.558.50.31.018
	001.000.13.558.50.35.000
	001.000.13.558.50.42.028
	001.000.13.558.50.43.031
	001.000.13.558.50.43.032
	001.000.04.518.88.48.050
	001.000.13.558.50.49.053
	001.000.13.558.50.49.061

General Fund (001) Total

2023-2024
TOTAL
\$88,725
\$300
\$440
\$100
\$700
\$99,067
\$150
\$4,000
\$780
\$300
\$197,500
\$6,000
\$73,003
\$500
\$600
\$1,000
\$1,200
\$700
\$1,200
\$500
\$300
\$700
\$80,788
\$100,000
-\$8,000
\$8,000
\$126,159
\$200
\$500
\$2,800
\$600
\$600
\$256
\$150
\$655
\$500
\$790,973

Description

Salaries & Benefits (JSS Port DC)
Office & Operating Supplies (JSS Port DC)
Subscriptions (JSS Port DC)
Transportation (JSS Port DC)
Registration (JSS Port DC)
Salaries & Benefits (Criminal Paralegal DC)
Office & Operating Supplies (Criminal Paralegal DC)
Small Tools & Equip (Criminal Paralegal DC)
Telephone (Criminal Paralegal DC)
Subscriptions (Criminal Paralegal DC)
Subscriptions (Flock Safety DC)
Animal Control Services
Salaries & Benefits (Tree & Natural Areas DC)
Office & Operating Supplies (Tree & Natural Areas DC)
Uniforms & Safety Clothing (Tree & Natural Areas DC)
Small Tools & Minor Equip (Tree & Natural Areas DC)
Telephone (Tree & Natural Areas DC)
Lodging (Tree & Natural Areas DC)
Meals (Tree & Natural Areas DC)
Transportation (Tree & Natural Areas DC)
Subscriptions (Tree & Natural Areas DC)
Registration (Tree & Natural Areas DC)
Repairs & Maintenance (Grandview Fence Install)
Repairs & Maintenance (NSP Trail Repairs)
Operating Rentals & Leases (Recreation Trailer DC)
Transfer Out - 501 Fund (Recreation Trailer DC)
Salaries & Benefits (Commercial Plans Examiner DC)
Office Supplies (Commercial Plans Examiner DC)
Uniforms & Safety Clothing (Commercial Plans Examiner DC)
Small Tools & Equip (Commercial Plans Examiner DC)
Telephone (Commercial Plans Examiner DC)
Lodging (Commercial Plans Examiner DC)
Meals (Commercial Plans Examiner DC)
SW Maint & Support (Commercial Plans Examiner DC)
Subscriptions (Commercial Plans Examiner DC)
Registration (Commercial Plans Examiner DC)

EXHIBIT A

2023-2024 Biennial Budget Amendment

102	102.000.11.542.30.XX.XXX	\$193,460	Salaries & Benefits (Maint. Ops Workers DC)
	102.000.11.542.30.31.008	\$100	Office & Operating Supplies (Maint. Ops Workers DC)
	102.000.11.542.30.31.018	\$1,000	Uniforms & Safety Clothing (Maint. Ops Workers DC)
	102.000.11.542.30.35.000	\$600	Small Tools & Equip (Maint. Ops Workers DC)
	102.000.11.542.30.42.028	\$1,512	Telephone (Maint. Ops Workers DC)
	102.000.11.542.30.43.032	\$400	Meals (Maint. Ops Workers DC)
	102.000.11.542.30.43.033	\$500	Transportation (Maint. Ops Workers DC)
	102.000.11.542.30.49.061	\$1,000	Registration (Maint. Ops Workers DC)
	Street Fund (102) Total	\$198,572	
301	301.000.04.518.88.35.000	\$2,700	Small Tools & Equipment (JSS Port DC)
	301.000.04.518.88.35.000	\$3,000	Small Tools & Equipment (Tree & Natural Areas DC)
	301.000.04.518.88.35.000	\$2,500	Small Tools & Equipment (Criminal Paralegal DC)
	301.000.04.518.88.35.000	\$2,500	Small Tools & Equipment (Commercial Plans Examiner DC)
	301.000.10.594.75.62.003	\$163,499	Community Center HVAC Replacement
	301.000.10.594.76.63.223	\$258,196	Lighting at BMX Track
	Municipal CIP Fund (301) Total	\$432,395	
307	307.000.11.599.99.65.602	\$4,000,000	Airport Station Area Improvements
	Transportation CIP Fund (307) Total	\$4,000,000	
501	501.000.11.594.48.64.097	\$8,000	Tools & Equipment (Recreation Trailer DC)
	Equipment Rental Fund (501)	\$8,000	
	Grand Total - ALL FUNDS	\$5,429,940	

CITY OF SEATAC, WASHINGTON
2023-2024 BIENNIAL BUDGET: EXHIBIT B

2/27/2024

2023-2024 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 303,073,895					
FUND		BEGINNING BALANCE	REVENUES & OTHER SOURCES	EXPENDITURE APPROPRIATION	ENDING BALANCE
001	General Fund	\$ 40,874,342	\$ 97,656,463	\$ 108,738,450	\$ 29,792,354
102	Street Fund	9,127,607	21,268,887	13,597,632	\$ 16,798,862
105	Port ILA	13,049,905	3,066,578	3,171,751	\$ 12,944,732
106	Transit Planning	410,101	570,960	151,045	\$ 830,016
107	Hotel/Motel Tax	11,331,778	3,859,200	3,267,846	\$ 11,923,132
108	Building Management	3,727,788	566,022	578,336	\$ 3,715,474
111	Des Moines Creek Basin ILA	4,320,685	710,700	3,404,445	\$ 1,626,940
112	Affordable Housing Sales Tax	221,408	297,290	378,000	\$ 140,698
113	ARPA Grant	68,336	6,379,861	6,340,471	\$ 107,726
114	Restricted Public Safety Fund	-	376,514	120,400	\$ 256,114
207	SCORE Bond Servicing	390,871	287,863	283,063	\$ 395,671
301	Municipal Capital Improvements	19,345,703	6,866,625	15,693,087	\$ 10,519,241
306	Facility Construction CIP	3,750,367	104,300	1,271,439	\$ 2,583,228
307	Transportation CIP	18,602,849	10,129,447	20,799,507	\$ 7,932,789
308	Light Rail Station Areas CIP	3,030,848	120,750	842,666	\$ 2,308,932
403	SWM Utility	7,006,547	8,532,000	9,619,720	\$ 5,918,827
404	Solid Waste & Environmental	1,467,037	872,900	688,586	\$ 1,651,351
501	Equipment Replacement	2,259,169	2,422,194	4,214,661	\$ 466,702
TOTAL BIENNIAL BUDGET		\$ 138,985,341	\$ 164,088,554	\$ 193,161,105	\$ 109,912,791

General Fund (001)
Decision Cards

City of SeaTac Decision Card

Title: Judicial Support Specialist Fund(s): General Fund (001) Amount: \$ 92,965	Department: Court Director: Gail Cannon Program: Port of Seattle Date Prepared: 01/02/2024 Preparer: Gail Cannon
Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Description: *(Provide a brief overview of what is being requested)*

The Municipal Court is requesting an additional FTE (Full Time Employee), to cover Port of Seattle cases.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

- 2080 hours is the total number of hours for a 1.0 FTE working 40hrs per week.
- A total of 1790.70 hours was spent on Port cases by the Judicial Support Specialists.
- 1790.70 hours divide by 2080 hours = .86 of 1 FTE which was spent on Port cases.
- When you compare SeaTac's case filings of 2944 for 2022 vs Port case filings of 2633 divided by Judicial Support Specialist. Port of Seattle has 1 FTE handling 2633 cases a year, as to SeaTac case 1 FTE is handling around 981 cases a year.
- Port of Seattle Judicial Support Specialist is handling almost 1.5 times more cases than SeaTac Judicial Support Specialist.
- When requesting a new FTE court does not go by hours. They generally go by number of cases being handled. It is extremely difficult for staff to capture all the hours they are working on a particular case. This position would be funded by Port of Seattle.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Continue business as usual.

City Goal: *(Identify how this request works towards the City's Goals):*

Increase Connectivity and Safety
Build Effective and Accountable Government.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
	One-Time Costs		2,700
	On-Going Costs		90,265
Total Expenditures		\$ 0	\$ 92,965
Revenues:			
	Grant <i>(Identify Grant)</i>		
	Other <i>(Identify)</i>		92,965
Total Revenues		\$ 0	\$ 92,965
Total Request (Net):		\$ 0	\$ 0

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Judicial Support Specialist

Position Title (Provided by HR) : Judicial Support Specialist

Salary Range (Provided by HR) : 41

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

The Judicial Support Specialist enter all case types, such as criminal, traffic and parking citations into the Judicial Information System (JIS) which requires verifying personal identification information. Update JIS with information with dispositions, hearings held, sentencing conditions, warrants, no contact orders, domestic violence orders, and probation entries. Schedule hearings including arraignment, pretrial, readiness, trial, sentencing/reviews, mitigation, contested, show cause, and motions. Prepared court calendars and notify any parties related to case by subpoena or summons. Process continuance requests and notify all parties involved. Schedule and coordinate interpreters for non-English speaking defendants, victims and witnesses. Maintain the financial records for the municipal court, including money receipted for infractions and violations, bail and time payments. Create accounts receivable, set payment schedules and monitor and apply payments in accordance with court procedures and jurisdiction. Collect, docket, receipt and balance money received by the court. Balance cash drawer at daily.

		2023	2024
Total Salary (<i>provided by Finance</i>)			54,921
Total Benefits (<i>provided by Finance</i>)			33,804
Subtotal Salary and Benefits		\$ 0	\$ 88,725
BARS			
Office Supplies	XXX.XX.31.008	0	300
Uniform & Safety Clothing	XXX.XX.31.018	0	0
Office Furniture &	XXX.XX.35.000	0	0
Equipment Computer &	301 FUND		2,700
Hardware Telephone			
Cell Phone Purchase	XXX.XX.35.000	0	0
Cell Phone Service Charges	XXX.XX.42.028	0	0
Software Subscriptions	XXX.XX.49.053		440
Training & Conferences			
Lodging	XXX.XX.43.031	0	0
Meals	XXX.XX.43.032	0	0
Transportation	XXX.XX.43.033		100
Registration	XXX.XX.49.061		700
Vehicle			
Vehicle Purchase	501 FUND	0	0
Equipment Rental Charges (<i>provided by Public Works</i>)	XXX.XX.45.002	0	0
Other (<i>specify</i>) :			
Subtotal Associated Costs		\$ 0	\$ 4,240
TOTAL:		\$ 0	\$ 92,965

City of SeaTac Decision Card

Title: Criminal Paralegal	Department: Legal
Fund(s): General (001)	Director: Mary Mirante Bartolo
Amount: \$ 106,797	Program: Criminal Prosecution
Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Prepared: 01/05/2024
	Preparer: Cindy Corsilles

Description: *(Provide a brief overview of what is being requested)*

A second Criminal Paralegal position is requested. This position will perform the same function as the current criminal paralegal position: i.e., assist the two criminal prosecutors in all matters related to the prosecution of misdemeanor crimes and civil infractions committed within the City of SeaTac and on Port of Seattle properties.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

In October 2021, the City entered into an interlocal agreement (ILA) with the Port of Seattle (POS) to provide prosecution and court services. Since the implementation of the ILA, POS Police yearly criminal case filings are as follow: November-December 2021: 35 cases; year 2022: 495 cases, year 2023: 727 cases.

POS criminal cases filings increased the Criminal Division caseload by 82%. This is based on a full calendar year calculation: in 2022, SeaTac Police case filings were 603 vs. 495 POS case filings. This compelled the City to hire a second criminal prosecutor. While the City hired an additional prosecutor in response to the new POS caseload, the Legal Department has not yet added paralegal support to process the new filings.

As required by the ILA, the Legal Department has been tracking the personnel hours spent on POS cases in order to perform an annual reconciliation associated with personnel cost. Overall, the data shows:

In 2022, Criminal Division personnel (prosecutors, DV advocate, paralegals, analyst) provided a combined total of 2,117.33 working hours to prosecute POS cases. 834.75 of these work hours were performed by paralegals. (see attachment 1)

In 2023, the Criminal Division personnel collectively spent 2,932.32 work hours (727 criminal cases) on POS cases. Of these work hours, 1,025.97 were performed by paralegals. (see attachment 2)

In addition to the POS's increased case filings, the number of cases from within the City of SeaTac have also increased. In 2019, SeaTac police has filed 317 cases in comparison to 603 cases filed in 2022. The Criminal Division anticipates this number to also increase by the end of 2023 based on the State Supreme Court's decision in State v. Blake, which made possession of controlled substance such as cocaine, methamphetamine, and heroin a misdemeanor, and are prosecutable in municipal courts. It's evident that the current criminal paralegal workload has significantly increased. As a result, the office is experiencing backlog and oversight issues. The Legal Department tried to re-distribute the work to other employees by having the civil paralegal position cover some of the work overflow. However, this system of coverage kept the civil paralegal from completing her own duties. Currently, the extra workload is covered by a temporary paralegal, but this is not sustainable. The Legal Department needs a paralegal on a permanent basis to fill this need.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Alternative: Continue contracting with temp. agencies for paralegal services to avoid a backlog of criminal cases.

Risk:

1. Criminal cases will not be prosecuted in a timely manner, quality of work/work product will suffer, which may compromise public safety and because of which liability may become an issue.
2. Continuing to use a temp agency to fill-in the needs of the Department is not cost effective and sustainable.
3. It will inevitably result in employee burn-out.

City Goal: *(Identify how this request works towards the City's Goals):*

Having an adequately staffed prosecution team will continue to allow the City to provide quality service to the community, ensure public safety and accountability.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs	General Fund (001)/301 Fund		6,500
On-Going Costs	General Fund (001)		100,297
Total Expenditures		\$ 0	\$ 106,797
Revenues:			
Grant <i>(Identify Grant)</i>			
Other <i>(Identify)</i>	Port Reimbursement		106,797
Total Revenues		\$ 0	\$ 106,797
Total Request (Net):		\$ 0	\$ 0

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Criminal Paralegal

Position Title (*Provided by HR*) : Paralegal 1

Salary Range (*Provided by HR*) : 47

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

The criminal paralegal will perform the duties and responsibilities as outlined in the job description of the current criminal paralegal. This position will work concurrently with the other criminal paralegal and will directly support the two criminal prosecutors and DV advocate. The responsibilities will include, but not be limited to: providing discovery, managing a heavy criminal case load using various software and electronic case management systems, and gathering police reports and relevant evidence to assist in the successful prosecution of criminal cases. This position will coordinate with witnesses, crime victims, municipal court personnel, law enforcement agencies (such as SeaTac Police, King County Sheriff, Port Police, TSA, Border Patrol, etc.). The position will also file criminal complaints and answer inquiries from the public.

	2023	2024
Total Salary (<i>provided by Finance</i>)		63,686
Total Benefits (<i>provided by Finance</i>)		35,381
Subtotal Salary and Benefits	\$ 0	\$ 99,067
BARS		
Office Supplies	XXX.XX.31.008	150
Uniform & Safety Clothing	XXX.XX.31.018	0
Office Furniture &	XXX.XX.35.000	3,000
Equipment Computer &	301 FUND	2,500
Hardware Telephone		
Cell Phone Purchase	XXX.XX.35.000	1,000
Cell Phone Service Charges	XXX.XX.42.028	780
Software Subscriptions	XXX.XX.49.053	300
Training & Conferences		
Lodging	XXX.XX.43.031	0
Meals	XXX.XX.43.032	0
Transportation	XXX.XX.43.033	0
Registration	XXX.XX.49.061	0
Vehicle		
Vehicle Purchase	501 FUND	0
Equipment Rental Charges (<i>provided by Public Works</i>)	XXX.XX.45.002	0
Other (<i>specify</i>) :		
Subtotal Associated Costs	\$ 0	\$ 7,730
TOTAL:	\$ 0	\$ 106,797

ATTACHMENT 1

Jan22-Dec22 Paralegal (and Legal Analyst) Port Hours

Month	Paralegal I	Paralegal II	Legal Analyst *	Monthly Total	Infraction hours (paralegal only)
January	38	10	15	63	
February	25	10	15	50	2.25
March	29.25	43.25	15	87.5	
April	10.25	26.5	15	51.75	8.25
May	10	28.75	15	53.75	12
June	10	25	15	50	1
July	10	50	15	75	5.25
August	14.25	18.75	15	48	4.25
September	11.5	41	15	67.5	3
October	14.25	37.5	15	66.75	1.5
November	15.5	46	15	76.5	3.75
December	15.75	72.25	15	103	.75
Total Hours for Year 2022:				792.75 criminal hours	42 infraction hours

Combined hours performed by the paralegals on criminal and infraction (Port) cases are 834.75

Calculation:

- **2080 hours is the total number of hours for a 1.0 FTE working 40hrs per week.**
- A total of 834.75 hours was spent on Port cases by the paralegals and legal analyst*.
- Thus: 834.75 hours divide by 2080 hours = 0.401, meaning that 40% of a 1.0 FTE was spent on Port cases.

*Legal analyst hours spent on Port cases were included because the task performed by the legal analyst related to Port cases, should have been performed by a paralegal. However, in the first year, the legal analyst helped structure the billing metrics and monthly data collection to support the paralegal.

ATTACHMENT 2

Jan 23 –December 23 Paralegal Port Hours

Month	Paralegal I	Paralegal II	Paralegal Temporary	Monthly Total Hours	Add: Infraction hours
January	1.25	63	0	64.25	6.75
February	5.5	58	0	63.5	5.25
March	7.25	100.25	0	107.5	5.25
April	27.75	44.5	24	96.25	2.25
May	41.5	1.75	49	92.25	1.5
June	28.75	3	23.25	55	3
July	69	1.75	44.5	115.25	3
August	65	3.75	24.5	93.25	
September	64	4.25	24.5	92.75	
October	43.75	2.5	33.5	79.45	
November	43.75	1	23	67.75	
December	39.75	1	30.75	71.5	

Combined hours performed by the paralegals on criminal and infraction (Port) cases are 1,025.97

Calculation:

- In 2023 1,025.97 hours were spent by the paralegals on Port Cases
- Infraction hours between July-December were included in the monthly hours reported
- 1,025.97 hours divide by 2080 hours (equivalent to 1.0 FTE) = 0.493.
- Thus, roughly **50% of a 1.0 FTE was spent on Port cases.**

City of SeaTac Decision Card

Title: Flock Safety Fund(s): General Fund (001) Amount: \$ 197,500	Department: Police Director: Chief Smithmeyer Program: Flock (new)
Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Prepared: 12/21/2023 Preparer: Chief Smithmeyer

Description: *(Provide a brief overview of what is being requested)*

Installing and maintaining the Flock safety system as an investigative tool. The goal of this program is to reduce crime in the City of SeaTac as well as a feeling of overall safety for our community members.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

This nation has seen a significant increase in violent crime over the last couple of years. Our region as well as the City of SeaTac has also been impacted by the increase of crime. The increase of violent crime, human trafficking, and significant property crimes erodes our communities feeling of safety and security. The complexity of investigations has also increased due to social media, electronics, video and evidence handling. Our BIPOC community is disproportionately affected by crime, especially those in poverty.

The Flock safety system is a strong investigative tool aimed at assisting law enforcement with the apprehension of dangerous criminals. The Flock safety system does this by deploying cameras in strategic, fixed locations. These cameras indiscriminately take photographs of vehicles and their license plates as they pass by. This information is stored for 30 days unless a vehicle has been identified as one used in a crime. This footage then becomes evidence and a case number is attached. The Flock safety systems can be accessed by law enforcement personnel in an effort to investigate serious criminal activity and has been very successful in our region. The cities of Des Moines's, Tukwila, and Kent are currently utilizing the Flock safety system with tremendous success and amazing results.

Having additional cameras deployed throughout the city of SeaTac would significantly increase investigative leads on serious crimes. Criminal activity has a symbiotic relationship throughout all of our neighboring cities. Criminals frequently perform crimes through multiple jurisdictions. Working in collaboration with the jurisdictions bordering the city of SeaTac would be an excellent force multiplier for the SeaTac Police Department. The Flock system will benefit the City of SeaTac by providing an additional investigative tool to assist us in solving a wide variety of criminal activity. This will lead to more arrests and getting violent criminals off of our streets. This will promote safety and security in our community. The ongoing cost (\$93,500) of the Flock safety system can be paid for out of the police departments current budget without increasing the contract costs.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

There are no alternatives to this request. The Flock system is a unique law enforcement investigation tool that is highly effective at helping solve violent crimes and assist with a variety of other law enforcement issues. These issues would include Amber and Silver alerts.

City Goal: *(Identify how this request works towards the City's Goals):*

The Flock safety system works towards the City's goals of promoting our neighborhoods and increasing safety.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs	001 Fund		104,000
On-Going Costs	001 Fund		93,500
Total Expenditures		\$ 0	\$ 197,500
Revenues:			
Grant (<i>Identify Grant</i>)			
Other (<i>Identify</i>)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 197,500

City of SeaTac Decision Card

Title: Tree and Natural Areas Management Program (1 RPT)	
Fund(s): General Fund (001)	Department: Parks and Recreation
Amount: \$ 82,703	Director: Mary Tuttle
	Program: Tree and Natural Areas
	Date Prepared: 09/14/2023
Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Preparer: Mary Tuttle

Description: *(Provide a brief overview of what is being requested)*

Regular PT Arborist, who will assist the Parks and Recreation Department in the development of a City-Wide Tree and Natural Areas Management Program, provide training and tree assessment/ inventory City wide.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

The Department is responsible for the management of all trees and natural areas inside Parks and Open spaces. Currently, North SeaTac Park is the only park with a restoration plan; the forested area inside SeaTac Des Moines Creek trail is in need of a comprehensive forest management plan and nature based+ stormwater education program plans. In addition, the Parks Operations unit partners with the Highline SeaTac Botanical Garden Foundation to maintain a variety of species gardens, as well as create new gardens per the Botanical Garden Master Plan. Staff predominately take their guidance from the Foundation, since there is no one internally with this expertise. Staff assigned to the garden would be able to get clearer direction if there were a trained arborist with the City . There are two parks identified to host natural species and pollinator gardens, where nature based education programs would be ideal; this position would guide that work too.

The City has a desire to maintain the health of current tree and plant species in right of way areas, as well as increase the overall tree canopy across SeaTac.

Parks Operations staff are well trained in the care of our park spaces, and it has been identified there is a need for specific training for natural areas and plant species health. The Parks Operations team has not historically provided nature based or stormwater education or community outreach specific to the development of natural areas, and desires to provide this for community.

This position will be essential in assisting the City in preserving, enhancing and sustaining its current tree canopy, identifying gap areas and tree species that will thrive when planted, as well as developing canopy coverage and natural area restoration goals.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Contracting with a consulting arborist for concerns related tto tree hazards, which is already what the City does. This current contract does not include staff training, public outreach, program development, guidance on restoring natural areas, sustainability or forest management plans, nor does it include identifying which species might be best to plant given climate change factors. Staff are unaware of contractors in the region who perform work outside of tree hazard assessment.

City Goal: *(Identify how this request works towards the City's Goals):*

EXPAND GREEN & PUBLIC SPACES – Enhance the community by maintaining and improving parks and community spaces.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs	001 Fund		4,000
On-Going Costs	001 Fund		78,703
Total Expenditures		\$ 0	\$ 82,703
Revenues:			
Grant (<i>Identify Grant</i>)			
Other (<i>Identify</i>)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 82,703

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Tree and Natural Area Management Program

Position Title (Provided by HR) : Regular PT Urban Forrester

Salary Range (Provided by HR) : 54

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

- Assess current tree canopy conditions and develops tree canopy goals; provide recommendations for species that will thrive in all areas across SeaTac.
- Provides education to staff to assist with assessment and evaluation tools for plant species.
- Education for staff in proper tree pruning techniques, tree removal and planting.
- Provides education to the public for native tree selection and care/ maintenance of plant species.
- Works with community to develop nature based education program plan.
- Provides recommendations for building out a natural resources team for program implementation to include conservation and sustainability.
- Provides education to current "gardener" position inside the Highline SeaTac Botanical Garden.
- Develop a forest management plan and urban tree canopy plan.

	2023	2024
Total Salary (<i>provided by Finance</i>)		50,027
Total Benefits (<i>provided by Finance</i>)		22,976
Subtotal Salary and Benefits	\$ 0	\$ 73,003
BARS		
Office Supplies	XXX.XX.31.008	500
Uniform & Safety Clothing	XXX.XX.31.018	600
Office Furniture &	XXX.XX.35.000	
Equipment Computer &	301 FUND	3,000
Hardware Telephone		
Cell Phone Purchase	XXX.XX.35.000	1,000
Cell Phone Service Charges	XXX.XX.42.028	1,200
Software Subscriptions	XXX.XX.49.053	300
Training & Conferences		
Lodging	XXX.XX.43.031	700
Meals	XXX.XX.43.032	1,200
Transportation	XXX.XX.43.033	500
Registration	XXX.XX.49.061	700
Vehicle		
Vehicle Purchase	501 FUND	
Equipment Rental Charges (<i>provided by Public Works</i>)	XXX.XX.45.002	
Other (<i>specify</i>) :		
Subtotal Associated Costs	\$ 0	\$ 9,700
TOTAL:	\$ 0	\$ 82,703

City of SeaTac Decision Card

Title: Recreation Trailer for Special Events Fund(s): Equipment Rental (501)/001 Fund Amount: \$ 8,000	Department: Parks & Recreation Director: Mary Tuttle Program: Special Events Date Prepared: 01/03/2024 Preparer: Jessica Ramirez
Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Description: *(Provide a brief overview of what is being requested)*

This is for the purchase of a 6x10 enclosed cargo trailer, which would be used to support outdoor events. The trailer would hold supplies needed for all events produced by the Parks and Recreation Department.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

With the increase in public offerings through the Special Events unit, the need for supplies has expanded. In addition to the more traditional hands- on activities, banners, marketing materials and swag commonly used at events, larger items such as sound systems, tables, chairs, portable stages and generators are necessary.

Park Operations staff provide a great deal of support through transporting supplies; Park Ops staff also assist with set up and tear down at each event. It is an expectation the Special Events Coordinator would connect with the assigned parks staff in order to ensure everything arrives on time and at one time; event schedules change, depending on the type of event, which means working with a variety of Parks staff.

Currently, items are unable to be stored in one place, which requires multiple stops at various locations for Park Ops staff. Tear- down of an event runs the risk of missing or mis-placed items; moving multiple items to multiple storage locations can result in damage to the larger items. Having all of the supplies stored in one place, with staff using an inventory list, will allow for greater efficiency, as all event supplies will be managed in one contained space.

Maintenance cost is estimated at \$1,000/ year; future trailer replacement is estimated to be between \$10,000 - \$12,000 and on an 8 - 10 year replacement cycle.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

If funding is not approved for the trailer, the Recreation team will continue to store supplies in various locations. Staff time constraints are the primary draw back to this approach; with the increase in events and park patrons visiting park sites, staff could have to choose between supporting an event and supporting a park site.

City Goal: *(Identify how this request works towards the City's Goals):*

Promote Neighborhoods + Expand Green & Public Spaces.
 Staff anticipate such an ammentiy would allow for greater stewardship of assets, because the risk of missing or damaged supplies would be reduced, greater efficiency of staff, simply due to trip reductions in hauling around supplies and also allow for Events staff to have greater confidence in supplies arriving to one place, at the same time.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs	Equipment Rental Fund (501)		8,000
On-Going Costs			
Total Expenditures		\$ 0	\$ 8,000
Revenues:			
Grant <i>(Identify Grant)</i>			
Other <i>(Identify)</i>	Transfer In - General Fund		8,000
Total Revenues		\$ 0	\$ 8,000
Total Request (Net):		\$ 0	\$ 0

City of SeaTac Decision Card

Title: Commercial Plans Examiner Fund(s): General Fund (001) Amount: \$ 134,920	Department: CED Director: Evan Maxim Program: Construction Permits
Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Prepared: 11/27/2023 Preparer: MK. McGee

Description: *(Provide a brief overview of what is being requested)*

Create a Commercial Plans Examiner position to: 1) ensure the City meets its obligations for review of Port of Seattle projects, 2) create additional capacity for review of large commercial projects, and 3) create increased capacity for training of existing staff, code development, and succession planning.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

See attached memo

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

If funding is not approved, staff will continue to use available personnel to engage in reviews. Permitting service levels will continue to decline as permit volumes increase; it is likely that some development projects will be delayed in permitting. Staff training and expertise will be minimized, which may affect the City's ability to perform quickly and maintain accuracy with changing code requirements. The City will struggle, and may fail, to fulfill its quality assurance obligations under the POS ILA.

City Goal: *(Identify how this request works towards the City's Goals):*

Build Effective & Accountable Government - this goal is supported by the efficient use of staff resources to effectively enforce building codes and engage in quality assurance review and inspection of the airport facilities.

Promote our Neighborhoods and Create & Preserve Housing - these goals are supported through the issuance of timely permits that allow for residential and commercial growth in SeaTac.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs	001 Fund		5,300
On-Going Costs	001 Fund		129,620
Total Expenditures		\$ 0	\$ 134,920
Revenues:			
Grant (Identify Grant)			
Other (Identify)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 134,920



MEMORANDUM COMMUNITY & ECONOMIC DEVELOPMENT

Date: 9/25/2023
To: Carl Cole, City Manager
Gwen Voelpel, Deputy City Manager
From: Evan Maxim, Director of Community & Economic Development
CC: Mary Kate McGee, Building Services Manager
Doug Powell, Building Services Supervisor
Subject: Decision Card: Commercial Plans Examiner

Summary

CED is seeking City Manager authorization to submit a decision card to create a Commercial Plans Examiner. There are three reasons for creating this position:

1. Ensure that the City fulfills its obligations under the 2018 Interlocal Agreement (ILA) with the Port of Seattle (POS). The POS capital improvement plan budget indicates that there will be about \$4.6 billion in aviation related projects between now and 2027.
2. The number of large, complicated development projects that require significant technical review and result in an increased demand for inspections is increasing.
3. Improve the building services management capacity to allow for increased training of less experienced staff, engagement in code development, and succession planning.

Analysis

During the preparation of the 2023-2024 biennial budget, CED prepared a decision card (attached) to create a commercial plans examiner position. The Commercial Plans Examiner position will allow some work duties to be shifted partially, or fully, from the Building Services Supervisor position. The Commercial Plans Examiner will also create additional needed capacity for building reviews and inspections.

2018 ILA with Port of Seattle

The City conducts quality assurance plan reviews and inspections under the 2018 ILA with the POS. In late 2022, the POS approved a [capital improvement plan budget](#) (ref. p. 166) for the period between 2023-2027 to construct \$4.6 billion in airport improvements. Pursuant to the ILA, the POS pays the City for quality assurance review and inspections; the payment covers quality assurance plan reviews and inspections for up to \$300 million in valuation in POS projects. For 2023, the City anticipates at least \$281,071 in payment; on September 7, 2023, permit values were \$300,787,224¹.

The POS capital improvement plan budget indicates aviation projects in 2023 through 2027 ranging between \$785 million to \$1.05 billion. It is unclear at present when the POS will require additional plan review and inspection services; possibly as soon as 2024. This is the first year in the past five years that the POS will exceed \$300 million in capital projects. Consequently, it appears likely that additional plan review and inspection capacity will be required starting in 2024.

Project volume and complexity

Plan review of large, complicated building projects is conducted primarily by the Building Services Supervisor. The Building Services Supervisor, in addition to conducting the plan review, is also responsible for

¹ The annual payment is adjusted by CPI-W (originally \$226,000). The POS pays an additional \$550 for quality assurance review / inspections per million over \$300 million.

coordinating the structural reviews with our third-party peer reviewer and preparing the plans for permit issuance. During construction, the Building Services Supervisor is also engaged in the building inspections as needed.

Prior to 2016, most of the development in SeaTac was single-family residential and small commercial tenant improvements. Since then, SeaTac has seen a significant increase in urban development. This type of development requires more support for developers and design professionals, more complex plan review and inspections, and more coordination with City staff and contractors. Throughout this shift we have maintained high touch (friendly and helpful) customer service for residents while gaining a reputation for a high level of customer service for higher profile projects.

Mixed-use and commercial development inspections take longer and there are more of them when compared to typical single-family inspections. A single inspection on a mixed-use building can take up to 2.5 hours. Each mixed-use building can have over 600 inspections, not including courtesy site visits. All of this is significantly more time and labor than most single-family dwellings where the average number of inspections is around 11-15 inspections, which typically require less than 30 minutes to complete.

At present, CED is engaged in the review / inspection of fourteen large, complicated projects². Another fifteen large, complicated projects³ are either under land use review or appear to be moving forward from pre-application to land use applications.

Capacity

The Building Services Manager and Building Services Supervisor report that they are regularly working 50+ hours a week to keep up with the current workload. Both positions also report that there is very little, or no time spent on planning, organizing, training, or general division management. There is no additional capacity for increased review of the \$4.6 billion Port of Seattle projects or for the ongoing increases in new construction.

If approved, the proposed Commercial Plans Examiner position would assume the primary responsibility for commercial plan reviews and inspections. All staff would be able to return to a normal workload. The Building Services Supervisor would have a secondary role for this work. The Building Services Supervisor would focus on increased Port of Seattle quality assurance, training, management, and coordinating structural reviews with our third-party peer reviewer. The Building Services Manager would focus on overall division management, supervision of the code compliance team, and code development.

² Cymbaulk, SeaTac Home 2 Suites Hotel, Angle Lake Family Housing, SeaTac Self-Storage, Tyee Highschool, Hanover Apartments fire repair, Maywood buildings A&B, SeaTac Townhomes, SeaTac Airport Apartments and Hotel, Amelia, GMC Apartments, and Adara.

³ Candlewood hotel, Angle Lake Apartments, International Blvd Redevelopment (Mall of Africa), Victoria Townhomes, Firs MHP redevelopment, Delta Hotel, African Diaspora Cultural Anchor Village, Sebo Townhomes, Angle Lake MHP redevelopment, Motel 6 Apartment conversion, Affordable Cottages, Jordon re-zone, Master Park Lot A, S. 200th LLC, and Tarmac Heights Apartments.

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Commercial Plans Examiner

Position Title (Provided by HR) : Commercial Plans Examiner

Salary Range (Provided by HR) : 58

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

Under the direction of the Building Services Supervisor, this position will perform complex plans examination and inspection duties; review commercial, industrial, and single and multi-family residential project plans, and inspections, related documents, and permits for compliance with building, mechanical, plumbing, energy, and local ordinances; check plans and specifications to assure complete submittal of required information; provide technical support and guidance to other building division staff; attend pre-application meetings, as assigned; inspect construction sites, installation methods, and materials during construction to assure compliance with codes and regulations.

	2023	2024
Total Salary (<i>provided by Finance</i>)		83,563
Total Benefits (<i>provided by Finance</i>)		42,596
Subtotal Salary and Benefits	\$ 0	\$ 126,159
BARS		
Office Supplies	XXX.XX.31.008	200
Uniform & Safety Clothing	XXX.XX.31.018	500
Office Furniture &	XXX.XX.35.000	2,700
Equipment Computer &	301 FUND	2,500
Hardware Telephone		
Cell Phone Purchase	XXX.XX.35.000	100
Cell Phone Service Charges	XXX.XX.42.028	600
Software Subscriptions	XXX.XX.49.053	655
Training & Conferences		
Lodging	XXX.XX.43.031	600
Meals	XXX.XX.43.032	256
Transportation	XXX.XX.43.033	0
Registration	XXX.XX.49.061	500
Vehicle		
Vehicle Purchase	501 FUND	0
Equipment Rental Charges (<i>provided by Public Works</i>)	XXX.XX.45.002	0
Other (<i>specify</i>) : Bluebeam Maint (001.000.04.518.88.48.050)		150
Subtotal Associated Costs	\$ 0	\$ 8,761
TOTAL:	\$ 0	\$ 134,920

Street Fund (102)

Decision Cards

City of SeaTac Decision Card

Title: Two Public Works Maintenance Operations Workers
Fund(s): Street Fund (102)
Amount: \$ 198,572

Department: PW
Director: Will Appleton
Program: Streets Maintenance

Date Prepared: 01/04/2024

Preparer: Bryan Chappell

Mandatory? ☐ Yes ☒ No

Description: *(Provide a brief overview of what is being requested)*

Two (2) additional Maintenance Operations Workers assigned to Streets.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

See Attached Justification.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Significantly reduce service levels within the rights-of-way. This alternative would result in the majority of staff efforts to focus on safety within the ROW at the expense of functionality and appearance. Hire a contractor to perform elements of maintenance and operations that are currently done in house such as vegetation management or street surface and sidewalk repairs. Risks are primarily associated with costs and possible consequences of losing in-house capabilities and the impact to service levels.

City Goal: *(Identify how this request works towards the City's Goals):*

Increase connectivity and safety within our transportation network. Better preserve and maintain our transportation infrastructure for the well being and benefit of our residents, businesses, environment and visitors. A clean, highly functional transportation network serving all modes of transportation also works to promote our neighborhoods by providing safe, enjoyable and functional infrastructure that encourages residents to explore their City and its businesses.

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs	Street Fund (102)	0	600
On-Going Costs	Street Fund (102)	0	197,972
Total Expenditures		\$ 0	\$ 198,572
Revenues:			
Grant (Identify Grant)			
Other (Identify)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 198,572

Maintenance Operations Worker Decision Card Justification:

An analysis of the past several years of work activities shows that additional staffing is needed for street maintenance and operations to maintain minimum service levels and provide acceptable service levels into the future. Minimum service levels mean maintaining a citywide pavement rating index of 72 (Good), maintaining a clean looking ROW, providing functional/safe sidewalks, responding to citizen concerns within 2 working days, responding to emergency call outs 24/7, performing snow and ice operations competently and safely throughout events, maintaining ROW vegetation and site distances, replacing damaged street trees, meeting NPDES permit requirements, and performing maintenance projects as needed.

Public Works is requesting two (2) additional full-time employees within the Maintenance and Operations Division. SeaTac's growth, expanding infrastructure within the ROW including landscaping and lighting, increased expectations around health, safety and appearance requires that additional Maintenance and Operations Staff be brought on board to ensure that we can meet minimum levels of service today and into the future.

Operations and Maintenance workplans are developed each year with a focus on ensuring that we perform those tasks necessary within the ROW to ensure minimum functionality and safety. Current staffing levels do not allow for fully completing minimum workplans, which has been the case for the last 2-years. Currently, the 102 Street Fund has six (6) field staff which are responsible for approximately fifty-five (55) job related task activities associated with pavement preservation, vegetation management, irrigation maintenance, litter/graffiti removal, guard rail maintenance, sidewalk maintenance and replacement, and street/pedestrian lighting. Also included in this body of work is responding to ROW-related service requests from our community. The following is a summary of available hours, workplan hours necessary to meet minimum service levels and actual hours worked by streets field staff for 2022 through 2024.

<u>Year</u>	<u>Available Hours¹</u>	<u>Workplan Hours²</u>	<u>Hours Worked³</u>
2022	10,938 HRs	Not Determined	7,877 HRs
2023	10,938 HRs	Not Determined	9,333.5 HRs
2024	10,938 HRs	14,413 HRs	TBD

1 - Available Hours: 6-FTE staff, 2080 hrs per person per year, minus 11 holidays and 4 weeks of combined leave, 1,823 HRs

2- Workplan Hours: Estimated number of staff workhours to efficiently perform maintenance and operations within the ROW necessary to meet minimum levels of service.

3- Hours Worked: Actual number of hours worked by streets staff as reported on timesheet. Does not include overtime or seasonal hours worked.

At current staffing levels:

- Surface water maintenance and operations staff have been required to spend approximately 1,400 hours in 2022 and over 1,000 hours in 2023 assisting street operations and maintenance to maintain minimum levels of service within the ROW. This directly reduces maintenance activities associated with our stormwater system.
- Public Works is not able to independently manage extended snow and ice events, without volunteers from other divisions/departments. Events that exceed a duration of several days are at risk of being impacted by staff shortages even with volunteer staff from other departments assisting. Without volunteers, we currently cannot fully staff all trucks for the city's snow and ice response plan (driver plus spotter).
- Unexpected absences significantly impact both day-to-day operations and even more so, planned special projects that require minimum staffing levels to complete.
- The division is not able to take advantage of training opportunities above and beyond what is required to maintain minimum skill levels/competencies and required certifications.
- The division will not have the personnel needed to address infrastructure repair and maintenance needs now being identified through our asset management program. The exact scope and scale of this new body of work remains unclear but is expected to add significantly to our future workload.
- The entire division is subject to increased stress daily simply trying to ensure that minimum service levels are provided. In short, every day is a challenge which is not sustainable.

Additional staffing will allow Operations to:

- Expand our pavement preservation program to help achieve the established pavement rating condition score level of 72. As of 2020, the pavement preservation rating condition is 66. Our pavement preservation program will allow for the employment of multiple strategies that will be integrated to extend pavement life.
- Maintain gravel shoulders and sidewalks more effectively. Specifically starting a sidewalk grinding and replacement program to allow for safer pedestrian traffic within the city in addition to providing proper maintenance on our pervious concrete sidewalks.
- The proposed additional staff will increase the Departments ability to adequately staff snow and ice events and ensure a high level of service for the community.
- Better maintain overhead vegetation and start a tree replacement program for damaged trees in the city's center road median and tree wells in sidewalks.
- Adequately maintain the city's stormwater system which is adding infrastructure with each annual overlay, CIP project and private development that installs frontage improvements.

SeaTac's continued growth, construction of complete streets and increased expectations around the health, safety and appearance of our community all support the need for increasing full-time staffing within maintenance and operations to maintain minimum service levels today and into the future. Should the City elect to assume street lighting from PSE and Seattle City Light and/or sign maintenance responsibilities currently contracted out to King County Streets, additional staffing beyond the two positions would be needed.

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Two Public Works Maintenance Operations Workers

Position Title (Provided by HR) : Maintenance Operations Worker

Salary Range (Provided by HR) : 44

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

The Maintenance Worker 1 classification is a skilled journey level position under the direction of a Public Works Maintenance Operations Supervisor or Maintenance Operations Lead. The employee occupying this position will perform field work for the maintenance and repair of City rights-of-way including streets, sidewalk, landscaping and lighting with little or no supervision. This position is cross trained to perform duties as needed to meet workload demand across the division.

	2023	2024
Total Salary (provided by Finance)	0	118,266
Total Benefits (provided by Finance)	0	75,194
Subtotal Salary and Benefits	\$ 0	\$ 193,460

BARS

Office Supplies	XXX.XX.31.008	100
Uniform & Safety Clothing	XXX.XX.31.018	1,000
Office Furniture &	XXX.XX.35.000	500
Equipment Computer &	301 FUND	
Hardware Telephone		
Cell Phone Purchase	XXX.XX.35.000	100
Cell Phone Service Charges	XXX.XX.42.028	1,512
Software Subscriptions	XXX.XX.49.053	
Training & Conferences		
Lodging	XXX.XX.43.031	
Meals	XXX.XX.43.032	400
Transportation	XXX.XX.43.033	500
Registration	XXX.XX.49.061	1,000
Vehicle		
Vehicle Purchase	501 FUND	
Equipment Rental Charges (provided by Public Works)	XXX.XX.45.002	

Other (specify) :

Subtotal Associated Costs	\$ 0	\$ 5,112
TOTAL:	\$ 0	\$ 198,572

ORDINANCE NO. 24-1004

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending certain sections of Chapter 5.35 of the SeaTac Municipal Code relating to fireworks.

WHEREAS, on May 9, 2023, the City Council adopted Ordinance 23-1013, codified in Chapter 5.35 of the SeaTac Municipal Code, which permits the retail sale of consumer fireworks subject to the issuance of proper permits; and

WHEREAS, the City Council received feedback from staff members with recommendations that would improve the application, review, and issuance process of permits for the retail sales of fireworks; and

WHEREAS, the City Council agrees that the following amendments will improve the application, review, and issuance process of permits for the retail sales of the fireworks; and

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

Section 1. SeaTac Municipal Code 5.35.030 (A) is hereby amended as set forth in Exhibit A.

Section 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provision to other persons or circumstances shall not be affected.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage, as required by law.

Adopted this 27th day of February, 2024, and signed in authentication thereof on this 27th day of February, 2024.

CITY OF SEATAC



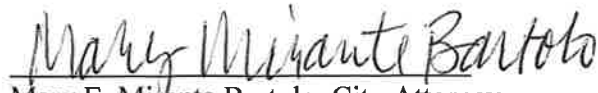
Mohamed Egal, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: March 28, 2024]

[Amend SMC 5.35 re: Fireworks]

EXHIBIT A

SeaTac Municipal Code 5.35.030

5.35.030 Sales - Application and Permit.

A. Temporary Fireworks Stands. Retail sales of fireworks shall be permitted only from within temporary fireworks stands, and sale from any other building or structure is prohibited.

Temporary stands shall be subject to the following conditions:

1. Any person, firm or corporation engaging in the retail sale of any fireworks within the city limits of SeaTac shall obtain a City business license in accordance with SMC Chapter 5.05.
2. Applications for temporary fireworks stand permits shall be made to the City pursuant to the process for a temporary use permit under SMC 15.475 and must be accompanied by the appropriate application fee in accordance with the fee schedule as required under SMC Chapter 5.05. ~~In 2023, applications may be filed between June 8, 2023 through June 21. In 2024, and every year thereafter, Complete permit~~ applications may be ~~filed-submitted to the City only during the period~~ between April 15 and June 1 through May 1 of the year for which the permit is sought.
3. Any issued permit shall be used only by the designated permittee and shall be nontransferable. Each awarded permit authorizes no more than one vending location.
4. The maximum number of permits issued by the City in any year shall not exceed four (4). During the first week of May, four (4) complete applications will be selected by lottery from the pool of applications received. ~~Applications shall be reviewed on a first-come first-served basis.~~

ORDINANCE NO. 24-1005

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute an amendment to the professional services contract with Otak, Inc. for the SeaTac 2044 Major Comprehensive Plan Update project and amending the City's 2023-2024 Biennial Budget.

WHEREAS, Ordinance 22-1016 authorized \$500,000 in funding for the SeaTac 2044 Major Comprehensive Plan Update project; and

WHEREAS, on April 11, 2023, the City Council awarded the professional services contract for the management for the SeaTac 2044 Major Comprehensive Plan Update project to Otak, Inc.; and

WHEREAS, the SeaTac 2044 Major Comprehensive Plan Update project included a task for Otak, Inc., to complete a Best Available Science review to assess the need for potential updates and amendments to the SeaTac Municipal Code pertaining to critical areas; and

WHEREAS, based on that assessment, staff has determined that additional technical support and environmental expertise is needed to complete the amendments identified in the Best Available Science review; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional expenditure authority and appropriation for the SeaTac 2044 Major Comprehensive Plan Update project.

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

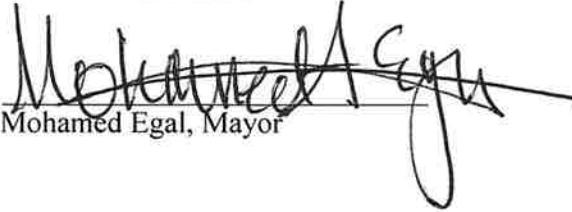
Section 1. The City's 2023-2024 Biennial Budget shall be amended by increasing expenditures in the General Fund (001) by \$74,700 to fund additional efforts for the SeaTac 2044 Major Comprehensive Plan Update project.

Section 2. The City Manager is authorized to execute an amendment to the professional services contract with Otak, Inc. for the development and delivery of the SeaTac 2044 Major Comprehensive Plan Update project.

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

ADOPTED this 12th day of March, 2024, and signed in authentication thereof on this 12th day of March, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 3/23/2024]

ORDINANCE NO. 24-1006

AN ORDINANCE of the City Council of the City of SeaTac,
Washington, amending the 2023-2024 Biennial Budget revenue and
expenditures.

WHEREAS, the Administration and Finance Committee, on March 7, 2024, reviewed the proposed amendment submitted by the City Manager and Finance Director which details recommended changes in expenditure line items and authorizes additional FTE's in the 2023-2024 Biennial Budget; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional appropriation authority to fund certain expenditures identified in Exhibit A;

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

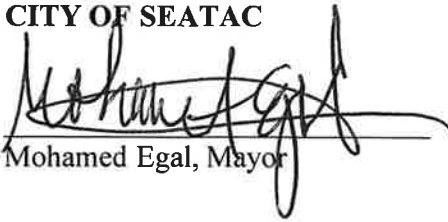
Section 1. A listing of the adjustment requests is included by line item, amount, and fund as shown in the attached Exhibit A. Decision Cards providing detailed descriptions are included as Exhibit C.

Section 2. The 2023-2024 Biennial Budget for the City of SeaTac, covering the period from January 1, 2023, through December 31, 2024, is hereby amended with a total 2024 ending fund balance in the amount of \$109.8 million for all budgeted funds. The City's 2023-2024 biennial budget is attached as Exhibit B, and includes budgeted revenues and expenditures for the 2023-2024 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed.

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

ADOPTED this 26th day of March, 2024, and signed in authentication
thereof on this 26th day of March, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 04.06.24]

[2023-2024 Biennial Budget Amendment Ordinance]

EXHIBIT A
2023-2024 Biennial Budget Amendment

Revenue

2023-2024
TOTAL
\$0

Expenditures

FUND #

BARS#

2023-2024

TOTAL

Description

001 001.000.10.573.90.41.000

\$20,000

Professional Services

General Fund (001) Total

\$20,000

Grand Total - ALL FUNDS

\$20,000

CITY OF SEATAC, WASHINGTON
2023-2024 BIENNIAL BUDGET: EXHIBIT B

3/26/2024

2023-2024 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 303,073,895

FUND		BEGINNING BALANCE	REVENUES & OTHER SOURCES	EXPENDITURE APPROPRIATION	ENDING BALANCE
001	General Fund	\$ 40,874,342	\$ 97,656,463	\$ 108,833,150	\$ 29,697,654
102	Street Fund	9,127,607	21,268,887	13,597,632	\$ 16,798,862
105	Port ILA	13,049,905	3,066,578	3,171,751	\$ 12,944,732
106	Transit Planning	410,101	570,960	151,045	\$ 830,016
107	Hotel/Motel Tax	11,331,778	3,859,200	3,267,846	\$ 11,923,132
108	Building Management	3,727,788	566,022	578,336	\$ 3,715,474
111	Des Moines Creek Basin ILA	4,320,685	710,700	3,404,445	\$ 1,626,940
112	Affordable Housing Sales Tax	221,408	297,290	378,000	\$ 140,698
113	ARPA Grant	68,336	6,379,861	6,340,471	\$ 107,726
114	Restricted Public Safety Fund	-	376,514	120,400	\$ 256,114
207	SCORE Bond Servicing	390,871	287,863	283,063	\$ 395,671
301	Municipal Capital Improvements	19,345,703	6,866,625	15,693,087	\$ 10,519,241
306	Facility Construction CIP	3,750,367	104,300	1,271,439	\$ 2,583,228
307	Transportation CIP	18,602,849	10,129,447	20,799,507	\$ 7,932,789
308	Light Rail Station Areas CIP	3,030,848	120,750	842,666	\$ 2,308,932
403	SWM Utility	7,006,547	8,532,000	9,619,720	\$ 5,918,827
404	Solid Waste & Environmental	1,467,037	872,900	688,586	\$ 1,651,351
501	Equipment Replacement	2,259,169	2,422,194	4,214,661	\$ 466,702
TOTAL BIENNIAL BUDGET		\$ 138,985,341	\$ 164,088,554	\$ 193,255,805	\$ 109,818,091

EXHIBIT C

City of SeaTac Decision Card

Title: Angle Lake Lifeguard Program
Fund(s): ARPA (113)
Amount: \$ 0

Department: Parks & Recreation
Director: Mary Tuttle
Program: Angle Lake Lifeguard

Date Prepared: 02/14/2024

Preparer: Nicole Jones

Mandatory? ☐ Yes ☒ No

Description: *(Provide a brief overview of what is being requested)*

For authorization for additional lifeguards (8) and an Aquatic Coordinator to lead the seasonal positions and aquatic program at Angle Lake. To oversee public activities; ensure patron safety and maintain equipment and grounds.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

See attached.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

The risk is not having a strong lead at Angle Lake for the seasonal staff or someone at the level to ensure certifications are current if necessary. There is also the risk of not having enough lifeguards for coverage during the week.

City Goal: *(Identify how this request works towards the City's Goals):*

Increase Safety

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs			
On-Going Costs	ARPA (113)		
Total Expenditures		\$ 0	\$ 0
Revenues:			
Grant (Identify Grant)			
Other (Identify)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 0

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Angle Lake Lifeguard Program

Position Title (Provided by HR) : Aquatic Coordinator

Salary Range (Provided by HR) : \$35.56-\$45.52

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

Oversee aquatic activities at Angle Lake Park; ensure activities are proper and appropriate.
Develop and train safety events.
Ensure all staff are current on all required licenses and certifications.
Lead, train, and evaluate staff; ensure efficient and effective utilization of program resources.
Oversee the scheduling of the lifeguards to staff the swim area.
Work with Recreation Supervisor to establish, update and revise aquatic emergency procedures according to city policy.
Recommend purchases of essential aquatic safety equipment.
Provide high quality customer service to all patrons.

	2023	2024
Total Salary (provided by Finance)		29,985
Total Benefits (provided by Finance)		982
Subtotal Salary and Benefits	\$ 0	\$ 30,967

BARS

Office Supplies	XXX.XX.31.008
Uniform & Safety Clothing	XXX.XX.31.018
Office Furniture &	XXX.XX.35.000
Equipment Computer &	301 FUND
Hardware Telephone	
Cell Phone Purchase	XXX.XX.35.000
Cell Phone Service Charges	XXX.XX.42.028
Software Subscriptions	XXX.XX.49.053
Training & Conferences	
Lodging	XXX.XX.43.031
Meals	XXX.XX.43.032
Transportation	XXX.XX.43.033
Registration	XXX.XX.49.061
Vehicle	
Vehicle Purchase	501 FUND
Equipment Rental Charges (provided by Public Works)	XXX.XX.45.002

Other (specify) :

Subtotal Associated Costs	\$ 0	\$ 0
TOTAL:	\$ 0	\$ 30,967

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Angle Lake Lifeguard Program

Position Title (*Provided by HR*) : Lifeguards (8)

Salary Range (*Provided by HR*) : \$27.10 - \$34.69

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

Monitor aquatic activities at Angle Lake beach; ensure activities are proper and appropriate. Provide a safe environment for the public; supervise swimmers; render assistance and first-aid to accident and injury victims; rescue persons in distress; maintain order and discipline.
Maintain aquatic equipment in good working order; ensure the beach is kept neat, clean and litter free.
Provide high quality customer service to all patrons.
Provide information to the public concerning aquatic program policies, regulations, and schedules.

2023

Total Salary (*provided by Finance*) 16,068

Total Benefits (*provided by Finance*) 477

Subtotal Salary and Benefits \$ 0 \$ 16,545

BARS

Office Supplies XXX.XX.31.008

Uniform & Safety Clothing XXX.XX.31.018

Office Furniture & XXX.XX.35.000

Equipment Computer & 301 FUND

Hardware Telephone

Cell Phone Purchase XXX.XX.35.000

Cell Phone Service Charges XXX.XX.42.028

Software Subscriptions XXX.XX.49.053

Training & Conferences

Lodging XXX.XX.43.031

Meals XXX.XX.43.032

Transportation XXX.XX.43.033

Registration XXX.XX.49.061

Vehicle

Vehicle Purchase 501 FUND

Equipment Rental Charges (*provided by Public Works*) XXX.XX.45.002

Other (*specify*) :

Subtotal Associated Costs \$ 0 \$ 0

TOTAL: \$ 0 \$ 16,545

For authorization for additional lifeguards (8) and an Aquatic Coordinator to lead the seasonal positions and aquatic program at Angle Lake. To oversee public activities; ensure patron safety and maintain equipment and grounds.

The current positions that are authorized are a Beach Manager (.25FTE), 2 Assistant Beach Managers .50 FTE total), and 4 lifeguard positions (.83 FTE total). After consulting Aquatic Manager/Supervisors at the cities of Covington, Renton, Federal Way, and Evergreen Aquatic Center it is recommended to shift the staffing pattern in order to ensure coverage and safety at the beach.

The table below lists total costs for the Angle Lake Lifeguard Program with all positions and salary ranges. The amount proposed is covered by the \$270,000 currently budgeted in the ARPA Grand Fund.

[illegible]

Alternatives:

The risk is not having a strong lead at Angle Lake for the seasonal staff or someone at the level to ensure certifications are current if necessary. There is also the risk of not having enough lifeguards for coverage during the week.

City Goal:

Increase Safety

City of SeaTac Decision Card

Title: Drone Show Program
Fund(s): General Fund (001)
Amount: \$ 20,000

Department: Parks & Recreation
Director: Mary Tuttle
Program: Drone Show

Date Prepared: 02/15/2024

Preparer: Mary Tuttle

Mandatory? ☐ Yes ☒ No

Description: *(Provide a brief overview of what is being requested)*

Conversion from the traditional fire works display at Angle Lake into a Drone Show.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

There is already \$20,000 identified for a traditional fireworks display; this Decision Card is asking for both approval of the program and an additional \$20,000 for a total cost of the program at \$40,000.

Staff intention is that this concept be the new model for a 4th of July display, moving forward.

See attachment for complete details.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Forgo a show all together. Angle Lake is classified as non-navigable, and it would be going against the court decisions (Snively v. State 1932 & Snively vs. Jaber 1956) to hold the traditional fireworks show.

City Goal: *(Identify how this request works towards the City's Goals):*

PROMOTE OUR NEIGHBORHOODS
EXPAND GREEN & PUBLIC SPACES
INCREASE CONNECTIVITY & SAFETY

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs			
On-Going Costs	General Fund (001)		20,000
Total Expenditures		\$ 0	\$ 20,000
Revenues:			
Grant (<i>Identify Grant</i>)			
Other (<i>Identify</i>)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 20,000

Fourth of July Drone Show Program Narrative

02_22_2024

Background:

Historically, the Fourth of July in SeaTac was celebrated as a traditional fireworks display. In 2023, the cost of the display was \$25,000, \$5,000 of which was a donation made by the Angle Lake Shore Club (ALSC). Additionally, ALSC also donated the use of privately owned boats, barges, and numerous hours of volunteer time. ALSC residents were instrumental in securing access to a vacant property (previously a mobile home park/lot) whereupon the fireworks could be loaded onto three barges, towed by boats, and then attached to eco-blocks located in various positions around the lake.

The City provided additional resources, which included patrol boats to secure the perimeter around the firework barges, fireworks permitting, and a safety plan that included a contingency for dealing with unintended or errant discharge of the fireworks.

The traditional fireworks display model requires two days of prep on the SeaTac staff end, and staff must be present at the loading zone at all times; additionally, the load site must be secured overnight with perimeter fencing or security as well as a portable toilet.

According to Placer AI data, July 4, 2023, logged 8,000 park visits by park patrons, with an average length of stay between 3-4 hours. The primary zip codes reported for park patrons were 98198 and 98188, followed by 98032 and additional zip codes within South King County.

Justification / Community Benefit

Cities are beginning to convert from traditional fireworks displays into drone show displays; this has already happened in King County with the City of Des Moines for their Fourth of July event and the City of Seattle, who provided a drone show for New Year's Eve. SeaTac staff would like to implement a drone show for 2024, with 200 drones, which was recommended by the two operators who responded to SeaTac staff queries.

The drone show will be approximately 15 – 16 minutes long and include music choreographed to the drone movement, which will be broadcast at the park for patrons from the sound stage.

Staff have received initial clearance from the FAA and SeaTac Control Tower to pursue a permit, which the drone operator will submit.

Staff time and City resources would be reduced, as the drone supplier does not require staff to be present during installation, and the operator provides all the equipment.

We would use Valley Ridge Field, which is closed to the public each Fourth of July to prevent field damage. The field would be used as a staging area for the drones. Additionally, a portion of 188th Street would be closed 10 minutes before and 10 minutes after the show to move the drones from the field to the lake.

The operator has asked for a practice run in the weeks leading up to the show to ensure Fourth of July operations go smoothly. This means that on the practice night, 188th Street would also need to be closed for 10 minutes before and 10 minutes after the run-through at the lake.

In our discussion with the Emergency Management Coordinator, they expressed support for the drone show based on their increased concern about the potential for fire danger caused by errant fireworks.

Below are considerations that drive staff's recommendation for a drone show instead of a traditional fireworks display:

1. There is a development planned for the vacant property (previously a mobile home park), which has been used for loading the fireworks onto the barges. The planned development will include housing and beach access for residents, thus eliminating our ability to use it as the loading and launching pad for the traditional fireworks display.

The privately owned barges, which serve as floating docks, need to go through a registration and permitting process because removing them from a fixed dock and towing them behind a motorized boat turn them into "Personal Watercraft" requiring registration under RCW 79A.60.010 and under RCW 88.02.

Staff attempted unsuccessfully to identify an owner/operator who owns a licensed barge and can load the fireworks from the Angle Lake Boat Ramp onto their licensed barge. The vendor who provided the 2023 fireworks display responded that they could not provide this equipment or locate a licensed barge either.

Lastly, even if the Angle Lake boat ramp or dock were considered at some point in the future for fireworks loading, there would be impacts to park patrons through the complete closure of the beach, boat ramp, and a portion of the parking lot, as well as lower park, due to the requirement for a 50 – 100-yard safety perimeter. Considering the park's draw on the Fourth of July and the desire to keep all park amenities open on a crowded day, staff do not believe this is a viable option.

Since this arrangement depends on many factors outside of the City's control, such as the continuing availability of the RV lot, a donation from a private club, and privately owned boats and barges, the failure of any of these factors would render the fireworks display problematic or impossible.

2. The traditional fireworks display also requires the perimeter of the display to be secured including establishing a free zone of between a 50 – 100-yard radius (depending on height and type of firework) around each of the three barges. This safety zone effectively restricts the adjacent lake property owners from using any and all portions of the waterway during the fireworks display. Since the Washington Supreme Court adjudicated Angle Lake to be a non-navigable lake, the City must refrain from interfering with the use of the lake by any of the owners of the lake property during any city-organized event.¹

¹ *Snively v. State*, 167 Wn. 385 (1932), *Snively v. Jaber*, 48 Wn.2d 815 (1956)

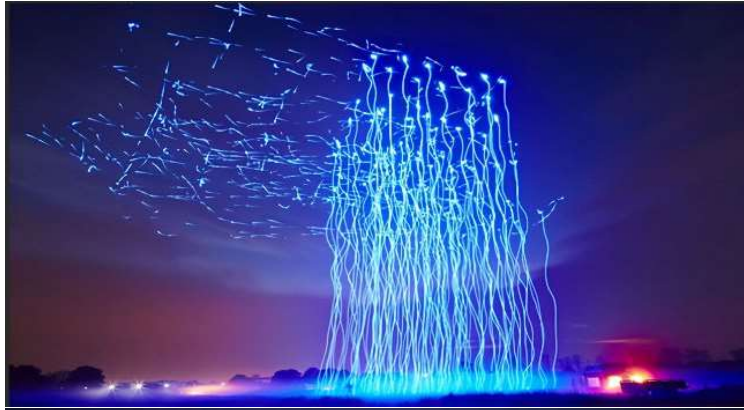
3. Benefits to the SeaTac community would include:

- a. Ability to celebrate the Fourth of July from Angle Lake with a light display that is sensitive to climate change and the increased fire danger within our region.
- b. Elimination of air pollution through cessation of toxic chemical release and plastic litter falling into the lake.
- c. Elimination of noise pollution that is harmful to pets and people, especially veterans and those suffering from PTSD, which can be triggered by traditional fireworks displays.
- d. Increased level of safety from the danger of errant explosions.

There is \$20,000 inside the 2024 budget, for a traditional fireworks display. This Decision Card will be asking for an additional \$20,000 for a total of \$40,000 to support a drone show.

Examples of Drone Show Images





ORDINANCE NO. 24-1007

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 3.31 of the SeaTac Municipal Code related to Purchasing.

WHEREAS, the City Council passed Ordinance No. 23-1010, amending the City's Purchasing Code to increase the City Manager's signing authority to make purchases, execute contracts, and accept grants when the value does not exceed \$100,000; and

WHEREAS, Ordinance No. 23-1010 also amended the procedures for handling purchases, executing contracts, and accepting grants exceeding \$100,000, but not exceeding \$150,000, and providing a one-year review period; and

WHEREAS, the City Council has determined it is appropriate to amend the City's Purchasing Code;

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

Section 1. Section 3.31.050 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.050 Cost Threshold--Contract Approval Levels and Contract Amendments.

A. The following approval levels are designed for all contracts and agreements. Contracts, agreements, and purchases that require additional budget appropriations must be approved by the City Council, regardless of amount.

1. Contracts and agreements not exceeding \$1~~50~~,000 may be approved by the City Manager or designee without City Council approval.

~~2. Contracts and agreements exceeding \$100,000, but not exceeding \$150,000, shall be reported on the Consent Agenda, for City Council approval.~~

~~i. This is for a trial period of one year from the effective date of this Ordinance at which time this amount will be reviewed by the City Council.~~

~~23.~~ Contracts and agreements exceeding \$150,000 shall be presented to the City Council for approval as referred by the Council Standing Committee or City Council.

B. The approval process for contract amendments, except contract amendments for public works, is set forth in this Subsection.

1. The City Manager or designee may execute an amendment without City Council approval,

provided that the amendment:

- i. Extends the time of completion for a project. Such an extension can be for up to six months; and/or
- ii. Provides for a cost increase that does not exceed 10% of the original contract cost or \$1~~50~~0,000, whichever is less, and such cost increase does not require additional budget appropriations; or
- iii. The total value of the contract does not exceed \$1~~50~~0,000 after the cost increase.

C. The approval process for amendments to public works contracts exceeding \$150,000 in value (including change orders) is set forth in this Subsection.

1. The City Manager or designee may execute an amendment to a public works contract, including change orders, without City Council approval, provided that the amendment or change order does not increase the cost of the original contract amount beyond any contingency authorized by the City Council when the contract was awarded.

Section 2. Section 3.31.190 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.190 Acceptance of Grants, Lease or Rental of City Facilities and Contracts for which City Receives Payment.

The City Manager or designee, on behalf of the City, is granted the authority to accept grants, lease or rent City facilities, or let any contract in which the City receives either monetary or nonmonetary payment for material, equipment, services, or supplies under such terms and conditions the City Manager deems is in the best interest of the City and does not interfere with public use; provided that annual payment to the City for any such lease, rental agreement, or contract does not exceed one hundred fifty thousand dollars (\$1~~50~~0,000) in value.

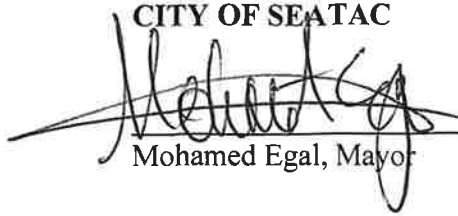
Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state or federal laws, codes, rules, or regulations, or Ordinance numbering and section/subsection numbering.

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

ADOPTED this 26th day of March, 2024, and signed in authentication thereof on this 26th day of March, 2024.

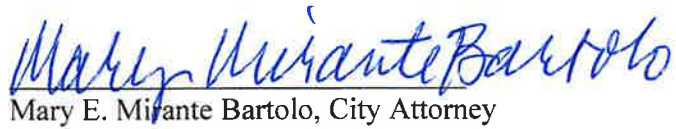
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 04.06.24]

[SMC 3.31 - Purchasing]

ORDINANCE NO. 24-1008

AN ORDINANCE of the City of SeaTac, Washington, amending Chapter 15.600 of the SeaTac Municipal Code related to sign regulations; by amending sections 15.600.005, 15.600.010, 15.600.015, 15.600.020, 15.600.030, 15.600.040, 15.600.050, repealing sections 15.600.060, 15.600.070, 15.600.080, 15.600.090, 15.600.100, 15.600.150, 15.600.160, 15.600.180, adding new sections 15.600.060, 15.600.070, 15.600.080, 15.600.090, 15.600.100, 15.600.110, renumbering sections 15.600.190 and 15.600.200, establishing severability, and establishing an effective date.

WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, including commercial and non-commercial signs, and imposes a high standard of scrutiny on any regulation that targets the content of speech; and

WHEREAS, in 2015, the US Supreme Court issued a decision in *Reed v. Town of Gilbert*, wherein the court held that a town sign code that treats various categories of signs differently based on the information they convey violates the First Amendment and is a content-based regulation of speech; and

WHEREAS, the City wishes to update its sign code to ensure compliance with *Reed v. Town of Gilbert* and other recent state and federal court cases, including *Contest Promotions v. City and County of San Francisco* and *Reagan National Advertising v. City of Austin* (2021); and

WHEREAS, the City desires to update its existing sign code consistent with the United States Supreme Court's decisions with content-neutral provisions that address time, place, and manner restrictions; and

WHEREAS, the City has identified a number of additional provisions that would benefit from being updated in order to improve clarity and simplify administration; and

WHEREAS, on December 15, 2023 City staff properly and timely transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for expedited review and comment, pursuant to RCW 36.70A.106, and no comments have been received to date; and

WHEREAS, on January 2, 2024 a SEPA threshold Determination of Non-significance was issued for the proposed amendments and no comments were received nor was an appeal filed; and

WHEREAS, the Planning Commission held numerous meetings in 2023 and an open public hearing on the amendment on January 16, 2024 and recommended approval of the proposed code amendments to Council; and

WHEREAS, on February 15, 2024 the Planning and Economic Development Committee of the Council recommended approval of the regulations as amended by the Planning Commission; and

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

Section 1. Section 15.600.005 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.005 Purpose

C. This code aims to address emerging trends in electronic message sign technologies and provide regulations that facilitate the use of such technologies while ensuring protection of motorists and pedestrians from the hazards of glare, startling bursts of light, and the use of virtual movement and animation intended to attract driver attention, to hold driver gaze, and/or to otherwise distract drivers from the safe operation of their vehicles. The code's intent is to protect neighborhoods, surrounding development and the night sky from nuisance factors associated with such glare, movement and animation of electronic message signs.

D. This chapter is not intended to and shall not be interpreted to restrict noncommercial speech on the basis of its content, viewpoint, or message. No part of this chapter shall be construed to favor commercial speech over non-commercial speech.

Section 2. Section 15.600.010 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.010 Authority, and Application and Exemptions

A. The provisions of this chapter shall apply to all exterior signs visible from public or private streets, and all signs in the interior of a building intended to be viewed from the exterior within the jurisdictional limits of the City, regardless of the type or nature.

~~B. All signs not specifically defined and allowed or exempted by this code are prohibited.~~

C. Permits shall be required of all signs nine (9) square feet or greater in surface area, and illuminated or electronic signs of any size. Nonilluminated signs less than nine (9) square feet in surface area are not required to obtain a permit but must meet all requirements of this code.

C. Any classification of signs in this chapter which purports to permit commercial speech by reason of its content or identity of the sign user, or otherwise, shall be interpreted to allow noncommercial speech on the sign.

D. To the extent that any provision of this chapter is ambiguous, the term shall be interpreted not to regulate speech on the basis of the content of the message.

E. All signs not specifically defined and allowed or exempted by this code are prohibited.

F. The following are exempted from the regulations and requirements of this chapter, but may be subject to regulation under other provisions of the SMC:

1. Traffic or pedestrian control signs or signals, signs in the public right-of-way indicating scenic or historic points of interest, or signs which are erected or placed by or on the order of a public officer in the performance of public duty;
2. Signs required by law;
3. Noncommercial public service signs, providing such signs are nonilluminated, nonelectronic, do not exceed eight (8) square feet in surface area and six (6) feet in height, and are limited to one (1) sign per street frontage;
4. Official public notices, official court notices or official sheriff's notices;
5. The flag of a government and other political or special purpose flags that are not intended to contribute to a commercial advertising display;
6. Plaques, tablets or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, which are nonilluminated, and which do not exceed three (3) square feet in surface area;
7. Nonilluminated "No Trespassing," "No Dumping," "No Parking," "Private Property," "Fire Lane," "Handicapped Parking," and other on-site informational signs, which shall not exceed three (3) square feet in surface area;
8. Holiday and community special event decorations that do not display a commercial message;
9. Sandwich-board signs worn by a person while walking the public ways of the City;
10. Existing theater marquees (monument and/or building-mounted);
11. Signs when internal to the site and not visible or legible at the ground level from public rights-of-way, parks, public easements, and public walkways.
12. Public art, such as murals of a non-commercial nature that do not conform to the definition of "sign."

~~C. Permits shall be required of all signs nine (9) square feet or greater in surface area, and illuminated or electronic message signs of any size. Nonilluminated signs less than nine (9) square feet in surface area are not required to obtain a permit, but must meet all requirements of this code. (Ord. 15-1018 § 1)~~

Section 3. Section 15.600.015, Definitions, of the SeaTac Municipal Code is hereby amended and all other definitions and images in this section remain the same:

15.600.015 Definitions.

In addition to the land use definitions in Chapter 15.105 SMC, the following definitions apply to this chapter; for any term defined in this section that is also defined in SMC Title 15, the definition in this section shall control. Words not defined herein shall have their common and ordinary meaning.

Aerial Displays

Signs in this category include balloons, pennants, spinners, strings of flags, streamers, tubes, and other devices affected by the movement of the air or other atmospheric or mechanical means.

Animation

Movement or the appearance of movement of a sign display through the use of patterns of lights, changes in color or light intensity, computerized special effects, video display, or through any other method; except for the scrolling of a static message or scene onto or off a sign board in one (1) direction per message. Note that animation is prohibited per SMC ~~15.600.120(D)~~ 15.600.090(D), Prohibited Signs.

Area of Facade

The area of that continuous front, side or back surface, including doors and windows, but excluding any roof area and structures or elevators or air-conditioning equipment thereon; provided, that in the case of a roof sign, the surface area of the facade shall be the area of that continuous front, side or back surface immediately beneath the roof, including doors and windows, but excluding the roof area and structures for elevators or air conditioning thereon.

Awning

~~A roof like cover that projects from the wall of a building for the purpose of shielding a door or window from the elements. See Figure: AWNING.~~

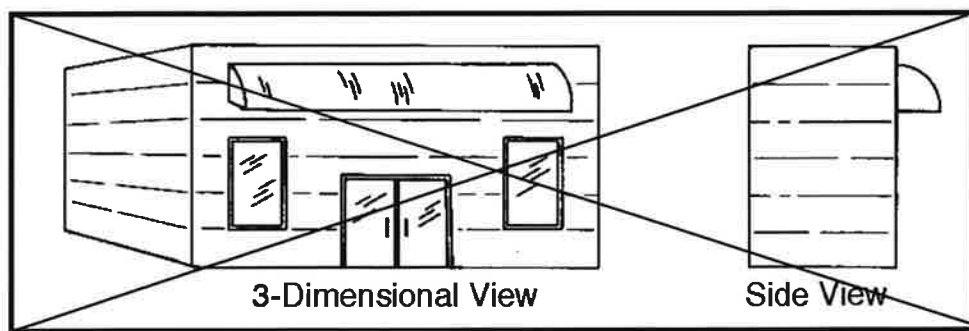


Figure: AWNING

Awning Sign

Any sign erected upon, or against, an awning, which is a roof-like cover that projects from the wall of a building for the purpose of shielding a door or window from the elements.



Figure: AWNING SIGN

Billboard

Generally, a large permanent outdoor advertising sign, containing a message, ~~commercial or otherwise~~, unrelated to the use or activity on the property on which the sign is located, ~~and which is customarily leased for commercial purposes, but not including attached directional signs (not within the billboard face) as defined herein.~~ The approximate sizes of the billboard faces range from twelve (12) to fourteen (14) feet in height and twenty four (24) to forty eight (48) feet in width. The sign area is generally larger than that of a freestanding sign, and is pole-mounted.

Building-Mounted Sign

A single or multiple faced sign of a permanent nature, made of rigid material, attached to the facade of a building or the face of a marquee. A sign affixed to or erected against the wall of a building. Included in this definition are signs of a commercial nature painted directly on a wall.

Canopy

~~A freestanding structure affording protection from the elements to persons or property thereunder.~~

Canopy-Mounted Sign

Any sign or awning erected upon or against a canopy, which is a freestanding structure affording protection from the elements to persons or property thereunder.

Commercial Sign

Any sign, display, or device designed, intended or used to encourage or promote purchase or use of goods or services.

~~Community Use~~

~~A public community center, library, museum, park, City Hall, fire station or other public use operated for the benefit of the community.~~

Construction Sign

~~An informational sign which identifies the architect, engineers, contractors and other individuals or firms involved with the construction of a building, or announcing the character of the building or enterprise, which is erected during the building construction period.~~

Dawn to Dusk

~~That time of the day between sunrise and sunset.~~

Directional Sign

~~A single or double faced~~ Any sign not exceeding nine (9) square feet in surface area that is designed for the purpose of to guide or direct providing direction and/or orientation for pedestrian or vehicular traffic to an area, place or convenience.

A. — Interior Directional Sign

~~Directional signs oriented to the interior of a site and at least thirty (30) feet from the right of way, or not readable from the street.~~

B. — Perimeter Directional Sign

~~Directional signs oriented to and readable from the street.~~

Electronic Message Sign

An electronic changeable copy sign containing a that displays information with alphanumeric characters, including keyboard generated punctuation and symbols, and static images, graphics, logos, or symbols and which may consist of a pattern of lights using different combinations of light-emitting diodes (LEDs), fiber optics, and light bulbs, or other technology capable of displaying static images, graphics, logos, and symbols that can be changed by electrical, electronic or computerized process. See SMC 15.600.130 15.600.080, Electronic Message Signs, for requirements regarding electronic message signs.

Foot Candle

A unit of light density incident on a plane (assumed to be horizontal unless otherwise specified), and measurable with an illuminance meter, a.k.a light meter.

Freestanding Sign

A sign permanently mounted directly into the ground, or supported by one or more poles posts, pylons columns, braces or a solid base other vertical structures or supports, and not attached to or dependent for support from any building. Freestanding signs include those signs otherwise known as “pedestal signs,” “pole signs,” “pylon signs,” and “monument signs.”

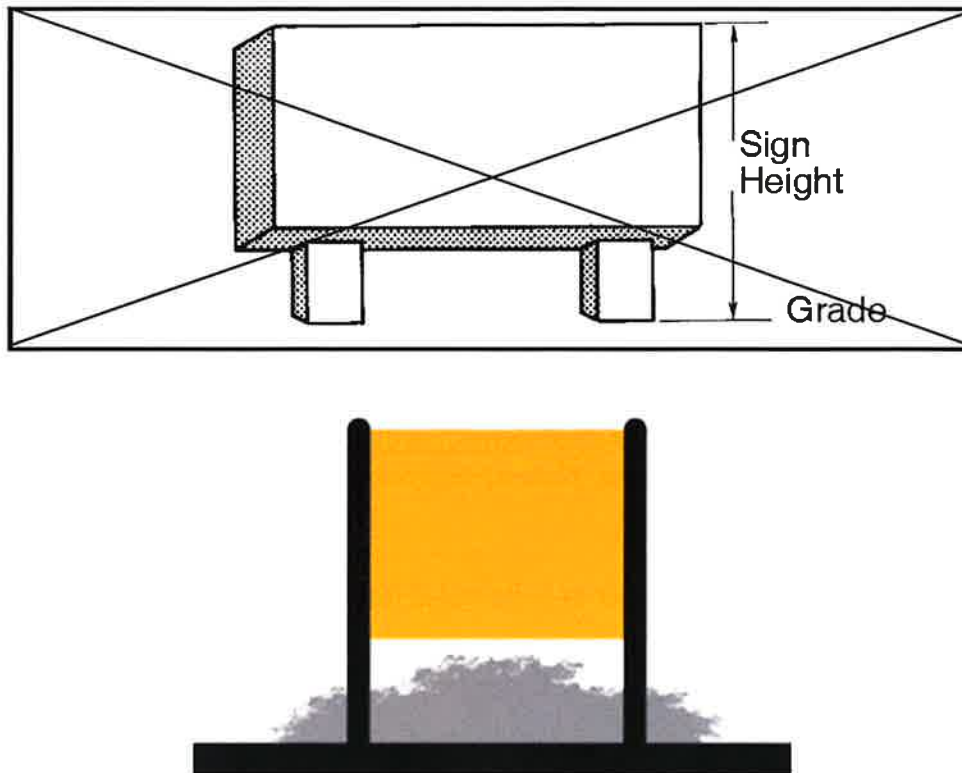


Figure: FREESTANDING SIGN

Holographic Display

Any display that creates a three (3) dimensional image through projection. (Note: Holographic displays are prohibited by SMC ~~15.600.120(F)~~ 15.600.090(F), Prohibited Signs.)

Informational Sign

~~A single or double faced small sign of a noncommercial nature not exceeding nine (9) square feet in surface area without advertising,~~ intended primarily for the convenience of the public or to ensure the orderly operation of the site, including but not limited to signs designating restrooms, address numbers, hours of operation, business directories, help wanted, public telephone, instructions regarding parking. Also included are property control and warning signs such as "no trespassing," "no dumping," etc.

A. ~~Interior Informational Sign~~

~~Informational signs oriented to the interior of a site and at least thirty (30) feet from the right-of-way or not readable from the street.~~

B.—Perimeter Informational Sign

Informational signs oriented to and readable from the street.

Marquee

A permanent roof-like structure extending from part of a wall of a building a maximum of six (6) feet and supported solely by the building.

Marquee Sign

Any sign that forms part of or is integrated into a marquee, which is a permanent roof-like projecting structure attached to a building, and that does not extend above the height or beyond the limits of such marquee. Also considered an extension of a building-mounted sign.



Figure: ~~MARQUEE~~/MARQUEE SIGN

Message

In an electronic message sign, a set of sequential displays that convey related information about a product, service or company.

Monument Sign

A type of freestanding ground-mounted, fixed sign that is above ground level and is with a height ranging from five (5) to fifteen (15) feet above the average ground elevation. The base (not included in the sign surface area calculation) is attached to the ground as a wide base of solid construction, by means of a wide base of solid appearance, with no open space between the sign and the ground.

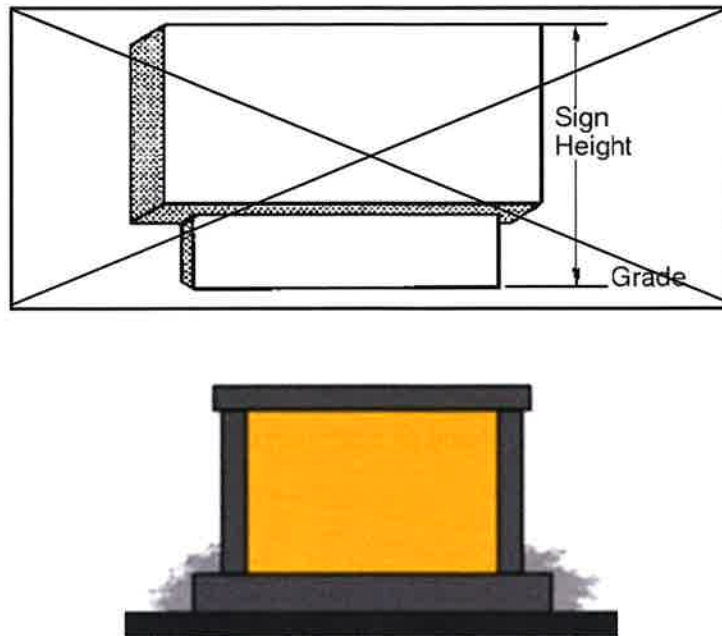


Figure: MONUMENT SIGN

Mural

A design or representation, without letters, numbers, or trademarked graphics, that is painted or drawn on the exterior of a structure facade that does not advertise a business, product, service, or activity of the business contained within the building or structure. A mural may have the signature of the person painting the sign, or copyright ownership of the mural painting.

Mural Sign

A design, or representation with letters, numbers, or trademarked graphics, that is painted or drawn on the exterior of a structure facade that advertises the business, product, service, or activity contained within the building or structure. A mural sign will include the name of the business or activity being conducted within the building or structure. Off premises mural signs are not permitted.

Neighborhood Unit

A section or area within a multi-family development:

A.—Where the section or area is geographically different or separated from other sections or areas in the development; or

B.—Where the dwelling units have characteristics distinguishing them from the dwelling units in other sections or areas of the development.

Noncommercial Public Service Sign

Noncommercial signs devoted to religious, charitable, cultural, governmental or educational messages.

Noncommercial Sign

A sign which contains no message, statement, or expression related to commercial interests. Noncommercial signs include, but are not limited to, signs expressing political views, religious views, or information about and/or announcements of public agencies.

Office Building

An office building as defined by the City of SeaTac Zoning Code.

Parapet

That portion of a building wall which extends above the roof of the building on all building facades (see Figure: PARAPET).

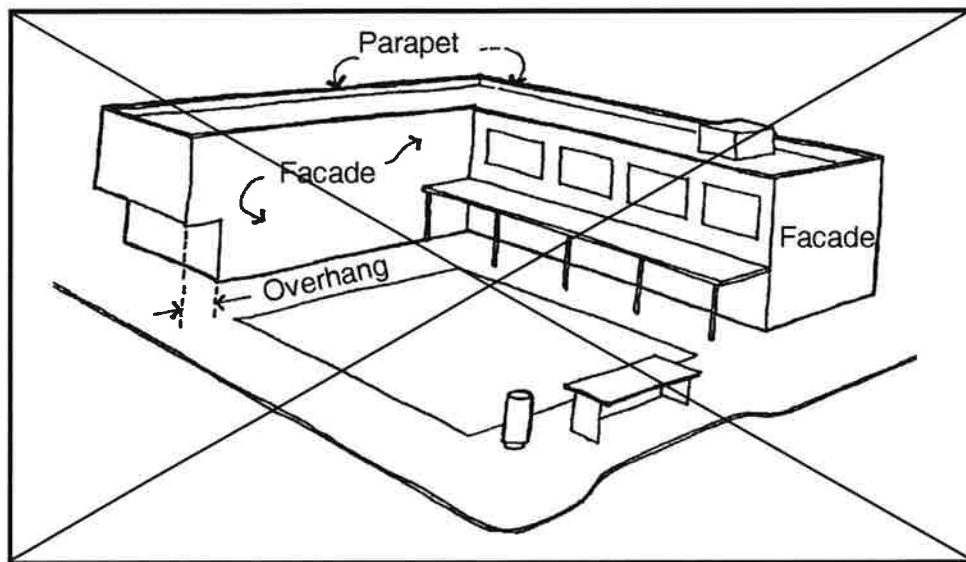


Figure: PARAPET

Parapet Sign

Any sign erected upon the parapet of a building, which is that portion of a building wall which extends above the roof of the building on all building facades; not to exceed the height of any roof structures housing building/ventilation equipment.

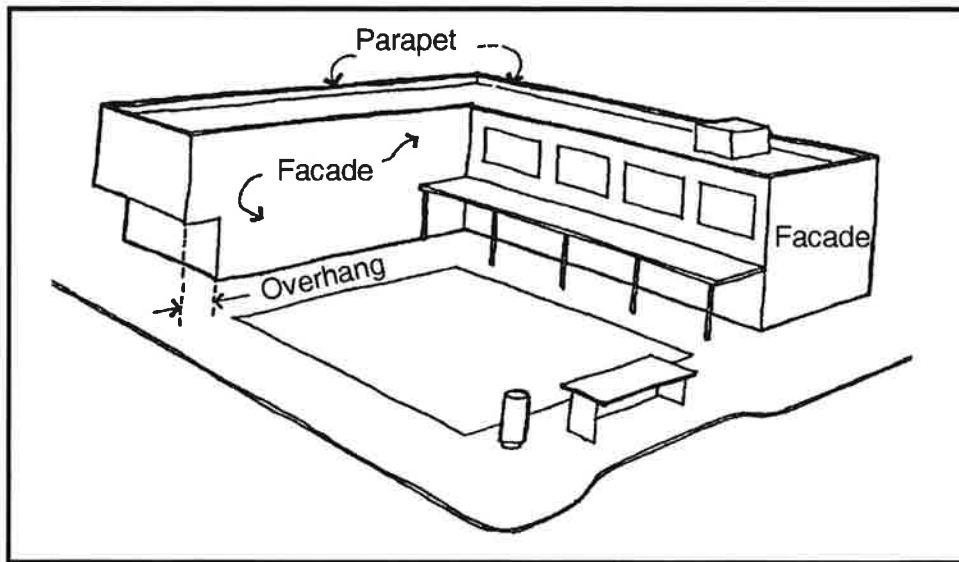


Figure: PARAPET

Pennants

A triangular tapering flag made of any lightweight fabric or other nonrigid material suspended in a series from a rope, wire, or string.

Penthouse

A structure on top of a building roof which houses an elevator shaft or similar form.

Permanent Sign(s)

All permitted monument/freestanding and building-mounted signs (see SMC 15.600.030, Commercial/Office/Industrial Zone Classification Signs and 15.600.040, Multi-Family Residential Zone Classification Signs).

Political Sign

Signs advertising a candidate or candidates for public elective office or a political party, or signs urging a particular vote on a public issue decided by ballot.

Porte-Cochere Sign

Any sign erected upon a porte-cochere, which is a A covering structure projecting horizontally from and attached to a building, affording protection from the elements; typically used for loading and unloading of vehicles.

Primary Sign(s)

~~All permitted permanent monument/freestanding and building-mounted signs (see SMC 15.600.030, Commercial/Office/Industrial Zone Classification Signs and 15.600.040, Multi-Family Residential Zone Classification Signs).~~

Scrolling

The vertical movement of a static message or display on an electronic message sign.

Secondary Signs

~~Allowable signage not falling within the definition of a primary sign; includes directional and informational signs, as well as temporary signs and displays (see SMC 15.600.070, Secondary Signage).~~

Sign

~~All surfaces/structures (permitted, exempt, or prohibited) regulated by this chapter that have letters, figures, design, symbols, trademark or devices intended to attract attention to any activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise whatsoever.~~

Any communication device, structure, or fixture which is intended for commercial or non-commercial use; using graphics, written copy, letters, numbers, figures, symbols, logos, or registered trademarks. Painted wall designs or patterns which do not represent a product, service or registered trademark, and which do not identify the user, are not considered signs.

Sign Copy

Any combination of letters, numerals, words, symbols, pictures, emblems or other characters that constitute a message in either permanent or removable form.

Sign, Off-Premises

~~A Any sign which displays a message relating to a use of property or sale of goods or services at a location other than that on which the sign is located that directs attention to a business, commodity, service, activity or entertainment not conducted, sold or offered upon the premises where the sign is located.~~

Sign, On-Premises

~~A Any sign which displays a message which is directly related to the use of the property on which it is located carries advertisements incidental to a lawful use of the premises on which it is located, including signs indicating the business transacted at, services rendered, or goods sold or produced on the premises, or name of the person, firm or corporation occupying the premises.~~

Single-Occupancy Building

~~A commercial building or structure with one (1) major enterprise. A building is classified as "single-occupancy" only if:~~

~~A. It has only one (1) occupant;~~

~~B. It has no wall in common with another building; and~~

~~C. It has no part of its roof in common with another building.~~

~~Subdivision Signs~~

~~Signs used to identify a land development of a residential nature.~~

~~Streamer~~

~~A long narrow strip of lightweight fabric or other material suspended in a series from a rope, wire, or string.~~

~~Surface Area~~

~~See "Area or Surface Area of Sign."~~

~~Surface Area of Facade~~

~~The area of that continuous front, side or back surface, including doors and windows, but excluding any roof area and structures or elevators or air conditioning equipment thereon; provided, that in the case of a roof sign, the surface area of the facade shall be the area of that continuous front, side or back surface immediately beneath the roof, including doors and windows, but excluding the roof area and structures for elevators or air conditioning thereon.~~

~~Temporary Freestanding Sign~~

~~A nonpermanent sign securely attached to the ground, intended for use for a limited period of time. A sign structure or device used for the display of messages or images, which is easily installed and removed and which is not intended or suitable for long-term or permanent display due to the sign construction, materials, placement, or installation. Any sign not covered by this definition is a permanent sign and must comply with the applicable permanent sign regulations.~~

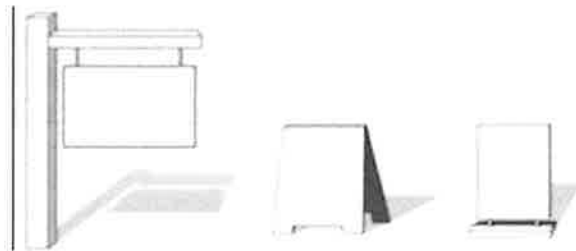


Figure: EXAMPLES OF TEMPORARY SIGNS

Section 4. Section 15.600.020 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.020 General Sign Provisions

A. Requirements Applicable to All Signs.

1. Structural Requirements. The structure and erection of signs within the City shall be governed by the adopted Uniform Sign Code and Building Code. Compliance with the Uniform Sign Code and Building Code shall be a prerequisite to issuance of a sign permit under SMC 15.600.110, Permits and Fees.

2. Electrical Requirements. Electrical requirements for signs within the City shall be governed by Chapter 13.180 SMC, Electrical Code. Compliance with the Electrical Code shall be required by every sign utilizing electrical energy as a prerequisite to issuance of a sign permit under SMC 15.600.170, Permits and Fees.

3. Sign Illumination. Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to avoid undue brightness, glare, or reflection of light on private or public property in the surrounding area, and so as to avoid unreasonably distracting pedestrians or motorists. "Undue brightness" is illumination in excess of that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street. Additionally, electronic signs shall meet the standards of SMC 15.600.080, Electronic Message Signs.

4. Sign Maintenance. All signs, including signs heretofore installed, shall be constantly maintained in a state of security, safety, repair and professional appearance. If any sign is found not to be so maintained or is insecurely fastened or otherwise dangerous, it shall be the duty of the owner and/or occupant of the premises on which the sign is fastened to repair or remove the sign within five (5) days after receiving notice from the City Manager or designee. The premises surrounding a monument sign shall be free and clear of rubbish and any landscaping area free of weeds.

5. Sign Obstructing View or Passage. No sign shall be located so as to physically obstruct any door, window or exit from a building. No sign shall be located so as to be hazardous to a motorist's ingress or egress, or visibility of traffic flow during ingress or egress, from parking areas of any way open to the public. All signs shall comply with SMC 15.400.350, Sight Distance Requirements.

6. Landscaping for Monument Signs. All permanent monument signs shall include, as part of their design, general landscaping and curbs about their base to prevent automobiles from hitting the sign-supporting structure and to improve the overall appearance of the installation.

7. Sign Inspection. All sign users shall permit the periodic inspection of their signs by the City upon City staff request.

8. Conflicting Provisions. Whenever two (2) provisions of this code overlap or conflict with regard to size or placement of a sign, the more restrictive provision shall apply.

AB. Number of Primary Permanent Signs.

1. **Primary Permanent** signage, consisting of monument/freestanding signage and facade/building-mounted signage, is allowed within the commercial/industrial/office zones,

multi-family zones, and for ~~churches, schools and community~~ non-commercial uses in the single-family residential zones as described in SMC 15.600.030, Commercial/Office/Industrial Zone Classification Signs, 15.600.040, Multi-Family Residential Zone Classification Signs, and 15.600.050, Single-Family Residential Zone Classification Signs. Within these zoning classifications, only one (1) ~~monument~~/freestanding sign is allowed per site, ~~as described in subsection (B) of this section.~~ See subsection C of this section for a definition of “site”. Each business shall also be allowed the facade signage described within SMC 15.600.030(B)(2) or 15.600.040(B)(2).

2. Where a site has multiple street frontages, one (1) ~~monument~~/freestanding sign shall be allowed on each street frontage, providing that there shall be a minimum of one hundred ~~forty~~ (100) (150) feet between each freestanding sign, drawn in a straight line between the closest edges of the signs.

3. In a residential site of one hundred (100) dwelling units or greater, where the dwelling units are clustered into defined neighborhoods ~~units~~, only one (1) ~~monument~~/freestanding sign shall be allowed to identify each neighborhood unit containing at least thirty-five (35) residential dwelling units.

C. Monument Sign Design. Any monument sign must be “integrated” (that is, all elements of the sign must be incorporated in a single design).

1. Monument signs shall include design elements that effectively frame the sign on both faces. Alternatively, signs that have a substantial framing element on one side may meet this provision.

2. Monument signs shall integrate a top, middle, and bottom element. The top could include a distinctive sign cap and/or include the name of a multi-tenant center. The middle can include a consistent framing technique for an individual sign or multiple signs in a multi-tenant center. The bottom could include a distinctive base design with special materials and/or design.

Signs less than six feet tall are exempt from this provision.

3. Monument signs shall include durable high-quality materials such as stone, brick, concrete, or steel and a design that relates to and/or complements the design of on-site buildings and/or is coordinated with other site design elements (such as distinctive lighting, monuments, wayfinding signs).

4. All permanent monument signs shall include, as part of their design, general landscaping and curbs about their base to prevent automobiles from hitting the sign-supporting structure and to improve the overall appearance of the installation.

5. Posts or other supports must be architecturally covered, painted, or otherwise treated to prevent weathering, and to coordinate with the design of the sign.

D. Setbacks.

1. Interior lots (as per SMC 15.110.030): Five (5) feet from the front property line; ten (10) feet from the side property lines.
2. Corner lots: Five (5) feet from all property lines.
3. A sign may be set back between zero (0) feet and five (5) feet from the front property line, provided the applicant provides justification and documented proof that the sign's placement will not hinder vision clearance (as per SMC 15.400.350) for existing and future development on the site.

B E. Site. A site shall be considered to be the largest applicable area of the following:

1. A single business located on one (1) or more tax parcels;
2. Multiple uses sharing the area of one (1) or more tax parcels, whether in a multiple-occupancy building, a multiple-building complex, or other common use of a parcel for business operations.

~~C. **Secondary Signage.** Secondary signage shall be allowed in commercial/industrial/office zones, multi-family zones, and for churches, schools and community uses in the single-family residential zones as described in SMC 15.600.070, Secondary Signage.~~

~~D. **Informational Signs.** Informational signs are not included in the number of primary signs so long as the following conditions are met:~~

~~1. **Interior Informational Sign.** Informational signs oriented to the interior of a site and at least thirty (30) feet from the right of way or not readable from the street.~~

~~a. The sign shall not exceed nine (9) square feet in surface area.~~

~~2. **Perimeter Informational Sign.** Informational signs oriented to and readable from the street.~~

~~a. The sign shall not exceed three (3) square feet in surface area, and the number of perimeter informational signs shall not exceed one (1) per street frontage.~~

~~Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director.~~

~~3. The sign shall be located on the subject site, and meet all other standards of the code.~~

D E. Directional Signs. Directional signs are not included in the number of primary permanent signs so long as the following conditions are met:

~~1. **Interior Directional Sign.** Directional signs oriented to the interior of a site and at least thirty (30) feet from the right of way, or not readable from the street.~~

~~a. The sign shall not exceed nine (9) square feet in surface area.~~

~~2. **Perimeter Directional Sign.** Directional signs oriented to and readable from the street.~~

- ~~a. The sign shall not exceed six (6) sixteen (16) square feet in surface area;~~
- ~~b. Business identification shall comprise no more than twenty-five percent (25%) of the sign;~~
- ~~c. The number of perimeter directional signs shall not exceed one (1) per entrance to a site, except that two (2) such directional signs shall be allowed if necessary for safety and oriented to traffic approaching the entrance from two (2) different directions.~~

~~Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director.~~

1. The sign shall not exceed nine (9) square feet in surface area.

- a. Business identification shall comprise no more than twenty-five percent (25%) of the sign.

2. The number of directional signs shall not exceed one (1) per entrance to a site, except that two (2) directional signs shall be allowed if necessary for safety and oriented to traffic approaching the entrance from two (2) different directions.

Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director.

3. The sign is located on the premises to which the sign is intended to guide or direct pedestrian or vehicular traffic, and meets all other standards of the code. If a directional sign is portable, or constructed of nonrigid materials, it is subject to the limitations on number and placement of portable and banner signs per this section, except that an interior directional sign only may be portable in excess of the limits on portable signs if necessary for orderly site operations see SMC 15.600.070, Temporary Sign Standards, for requirements regarding temporary signs.

4. Where a property lacks direct street frontage, an off-premises directional sign may be approved through a variance process described in SMC ~~15.600.200~~ 15.600.130, Variance from Sign Code.

D G. Street Identification. Each enterprise, including each building in a multiple building complex, shall display and maintain on-premises street address number identification.

E H. Each Sign Complete. In no case shall any sign contain a letter, word, or phrase that is continued onto another sign.

Section 5. Section 15.600.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.030 Commercial/Office/Industrial Zone Classification Signs

A. General.

- 2. Illumination.** ~~Monument/freestanding~~ Freestanding and building-mounted signs in the commercial/office/industrial zones may be illuminated through internal and external

illumination; provided, that such illumination does not create glare on adjacent properties or traffic corridors, and that the following conditions are met:

- b. **External Illumination.** If external illumination is used, documentation shall be provided that clearly shows that light or glare from the external illumination will not impact traffic corridors or adjacent properties. ~~The type of external illumination shall be approved by the Director prior to issuance of a sign permit.~~

B. Standards.

1. **Monument and Freestanding Signs.** ~~Any monument or freestanding sign must be "integrated," that is, all elements of the sign must be incorporated in a single design. Auxiliary projections or attachments not a part of a single design are prohibited. Poles or other supports must be architecturally covered, painted, or otherwise treated to prevent weathering, and to coordinate with the design of the sign.~~

a. ~~Setbacks.~~

i. ~~Interior lots: Five (5) feet from the front property line; ten (10) feet from the side property lines. Exception: Signs may be set back between zero (0) and five (5) feet from the front property line and five (5) feet from the side property line subject to the criteria contained in SMC 15.600.060, Signage—Zero (0) to Five (5) Feet Front Property Line Setback Criteria.~~

ii. ~~Corner lots: Five (5) feet from all property lines. Exception: Signs may be set back between zero (0) and five (5) feet from the front property line subject to the criteria contained in SMC 15.600.060, Signage—Zero (0) to Five (5) Feet Front Property Line Setback Criteria.~~

~~Sign projections shall not obstruct any access points as required in SMC 15.400.350, Sight Distance Requirements.~~

b a. Maximum height: Fifteen (15) feet.

e b. Maximum surface area:

ii. The size of electronic monument or freestanding signs is limited by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

2. **Building-Mounted Signs (Including Parapet, Awning, Marquee, Porte-Cochere, and Canopy-Mounted Signs).** The surface area of any building-mounted sign shall not exceed the figures derived from the following schedule. The size of electronic message signs for building-mounted signs is limited by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

- b. Unused sign surface area for a facade may be used by any tenant or user within the same multiple occupancy building if: the display of the sign is necessary to reasonably identify and locate the use, and the provisions of this code do not provide the use with adequate sign display options.

i. ~~The applicant files with the City a written statement signed by the tenant or user permitted to utilize that sign area under this code permitting the applicant to utilize the unused sign surface area that is directly related to the tenant.~~

ii. ~~The display of a sign on that facade by the secondary sign user will not create a significant adverse impact on dependent sign users of that facade.~~

iii. ~~The display of a secondary sign is necessary to reasonably identify and locate the use, and the provisions of this code do not provide the use with adequate sign display options.~~

c. **Sign Height —Parapet Signs.** The height of any building-mounted/~~canopy sign or parapet~~ sign shall not extend above the highest exterior wall of the building. ~~Additionally, no parapet can be extended above the highest roof ventilation structure.~~

g. Any sign mounted to the facade of a freestanding canopy structure or the facade of a porte-cochere extending more than six (6) feet from a building shall not exceed ~~thirty (30) inches~~ 70 percent of the width or in height, of the fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and structure.

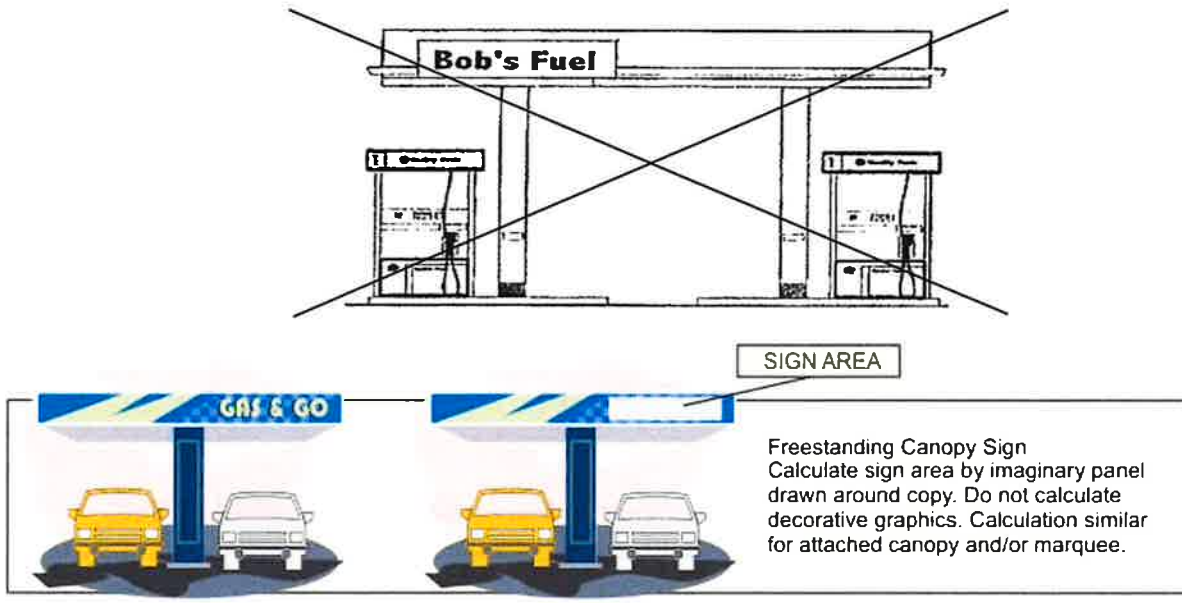


Figure: CANOPY SIGN

h. Window signs shall be considered building-mounted signs for the purposes of this section, and shall be counted as part of the aggregate sign surface area allowed. Window signs shall not be mounted between three (3) feet and seven (7) feet of floor level on any floor of a building, unless such signage does not obstruct visibility through the majority of the window.

~~j. The width of any decorative lighting strip or accent shall be considered to extend six (6) inches beyond the limits of the actual strip, or accent, where the light flow is unencumbered in that direction.~~

~~k. In no case may the maximum sign surface area permitted on a building facade be exceeded.~~

Section 6. Section 15.600.040 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.040 Multi-Family Residential Zone Classification Signs

A. **General.** This section applies to:

1. Multiple-family buildings and any commercial use, church, school or community use located in the T, UM, UH, CB, RBX, UL, NB, I and O/C/MU zone classifications.
3. See SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs, for separate size and other limitations regarding electronic signs.

B. **Standards.**

1. **Monument and Freestanding Signs.** The following limits shall apply to monument and freestanding signs:

~~a. Setback: Five (5) feet from the property line. Exception: Signs may be set back between zero (0) and five (5) feet from the front property line subject to the criteria contained in SMC 15.600.060, Signage—Zero (0) to Five (5) Feet Front Property Line Setback Criteria.~~

~~b~~ a. Maximum sign height:

- i. Fifteen (15) feet – ~~primary~~ permanent sign.
- ~~ii. Six (6) feet – neighborhood unit sign.~~

~~e~~ b. Maximum surface area:

- v. See SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs, for size limitations on electronic signs;
- ~~vi. Twenty (20) square feet for neighborhood unit signs.~~

~~d~~ c. **Design.** Any monument sign must be “integrated” (that is, all elements of the sign must be incorporated in a single design). Auxiliary projections or attachments not a part of a single design are prohibited, except under the following circumstances:

~~Auxiliary projections or attachments shall be reviewed and approved by the Director.~~

2. **Building-Mounted Signs (Including Parapet, Awning, Marquee, Porte-Cochere, and Canopy-Mounted Signs).** The surface area of any building-mounted sign shall not

exceed the figures derived from the following schedule. The size of electronic building-mounted signs is limited by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

Additionally, the following conditions apply:

b. Unused sign surface area for a facade may be used by any tenant or user within the same multiple occupancy building, if: the display of the sign is necessary to reasonably identify and locate the use, and the provisions of this code do not provide the use with adequate sign display options.

~~i. The applicant files with the City a written statement signed by the tenant or user permitted to utilize that sign area under this code permitting the applicant to utilize the unused sign surface area.~~

~~ii. The display of a sign on that facade by the nondependent sign user will not create a significant adverse impact on dependent sign users of that facade.~~

~~iii. The display of the nondependent sign is necessary to reasonably identify the use, and the provisions of this code do not provide the use with adequate sign display options.~~

c. **Sign Height —Parapet Signs.** The height of any building-mounted/~~canopy or parapet~~ sign shall not extend above the highest exterior wall of the building. ~~Additionally, no parapet can be extended above the highest roof ventilation structure.~~

e. Any building-mounted sign, ~~including any marquee sign, or awning sign attached to a building,~~ shall not project more than six (6) feet from the face of the building to which the sign is attached. Any structural supports shall be an integral part of the design or concealed from view.

h. Window signs shall be considered building-mounted signs for the purposes of this section, and shall be counted as part of the aggregate sign surface area allowed. Window signs shall not be mounted between three (3) feet and seven (7) feet of floor level on any floor of a building, unless such signage does not obstruct visibility through the majority of the window.

i. Decorative lighting including neon and other accent lighting, and lighted canopy or wall panels, shall be considered a building-mounted sign for the purposes of this section, and shall be counted as part of the aggregate sign surface area allowed. The width of any decorative lighting strip or accent shall be considered to extend six (6) inches beyond the limits of the actual strip or accent.

~~j. The width of any exposed neon sign, and any decorative or accent lighting where the light flow is unencumbered by a cover shall be considered to extend six (6) inches beyond the limits of the actual sign, strip, or accent, where the light flow is unencumbered in that direction.~~

k. ~~In no case may the maximum sign surface area permitted on a building facade be exceeded. (Ord. 15-1018 § 1)~~

Section 7. Section 15.600.050 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.050 Single-Family Residential Zone Classification Signs

~~C. Each subdivision, development of five (5) or more units in a townhouse zone, or senior citizen multi-family complex is permitted a monument/freestanding sign at its major entrances, not to exceed thirty-five (35) square feet per face and a total of seventy (70) square feet.~~

~~D. Churches, schools, community uses, and agricultural crop sales located within the UL and T zones shall be allowed the signage described and regulated under SMC 15.600.040, Multi-Family Residential Zone Classification Signs, and 15.600.070, Secondary Signage.~~

~~E~~ C. Any home occupation shall be allowed the signage described and regulated in SMC 15.465.500(C), Home Occupations.

~~F~~ D. Any daycare facility, bed and breakfast, short-term rental, or specialized instruction school (other than a specialized instruction school located at a former school district facility) within the UL or T zones shall be allowed a nine (9) square foot sign.

~~G~~ E. Electronic message signs are not allowed, except as permitted by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

~~H~~ F. Internally illuminated signs are not allowed except as permitted and regulated by SMC 15.600.040, Multi-Family Residential Zone Classification Signs, for churches, schools, and community uses ~~and agricultural crop sales~~.

~~I. One (1) temporary freestanding sign is allowed while a property is for sale, for rent, or under construction, per SMC 15.600.070(D)(3)(b).~~

~~J. Portable off-premises signs on private property no more than four (4) square feet in surface area and two (2) feet in height are allowed with the permission of the owner, if such signs are authorized under SMC 15.600.070(E)(4), grand opening/special events, SMC 15.600.080, Political Signs, SMC 15.600.090, Real Estate Signs, and SMC 15.600.100, Garage and Yard Sale Signs. (Ord. 15-1018 § 1)~~

Section 8. Section 15.600.060 of the SeaTac Municipal Code is hereby repealed.

Section 9. A new Section 15.600.060 is hereby added to the SeaTac Municipal Code:

15.600.060 Noncommercial Speech Sign Standards

Noncommercial speech signs do not promote commercial products or services. The content of such signs is not regulated, but is subject to the following requirements:

A. The sign area of all noncommercial speech signs on a lot shall not exceed thirty-two (32) square feet.

B. The maximum height is limited to six (6) feet.

C. Noncommercial speech signs that do not comply with the requirements of this section shall be subject to the permit requirements, sign area, setback and other provisions of this chapter. All noncommercial speech signs shall comply with general sign regulations per SMC 15.600.020.

D. For requirements regarding temporary noncommercial speech signs, see SMC 15.600.070, Temporary Sign Standards.

Section 10. Section 15.600.070 of the SeaTac Municipal Code is hereby repealed.

Section 11. A new Section 15.600.070 is hereby added to the SeaTac Municipal Code:

15.600.070 Temporary Sign Standards

A. General.

1. All temporary signs are subject to the placement, size, and height requirements of this chapter, and the requirements in the underlying zone. The content of temporary signs is not regulated.

2. No sign permit is required for temporary signs.

B. Materials. Temporary signs shall be made of any durable material, and the sign face shall be of rigid or flexible construction, unless otherwise required by this section.

C. Illumination. Temporary signs shall not be directly illuminated or be provided with any electric service.

D. Standards.

1. The sign area of individual temporary signs shall not exceed nine (9) square feet, except a single on-premise temporary sign may be as large as thirty-two (32) square feet.

2. The maximum height of a temporary sign is six (6) feet.

3. Signs may be displayed for a period not to exceed 180 days, except for when the sign is related to an event or a specific date, in which case it shall be removed within fourteen (14) days following the event or specific date.

4. Temporary signs shall not be permanently attached to the ground, a building, or to any other structure, other than what is necessary to secure it to prevent theft, wind damage or safety problems.

5. Temporary signs attached to building walls shall not be placed in a manner that obstructs any door, fire department sprinkler connection, or address numbers.

6. Temporary signs shall not be placed on the roof of a building, or affixed to a permanent sign or its structure, tree, utility pole, or street sign.

7. Aerial displays are permitted for specific promotions or events but shall be removed seven (7) days after the promotions or events end. However, in no case shall an aerial display be displayed for more than twenty-eight (28) days.

8. **Banners.** A banner may have a sign area of up to thirty-two (32) square feet. The height of banners shall not exceed the height of the building or fence to which they are attached.

a. For buildings or tenant spaces with an exterior wall width greater than thirty-two (32) feet in width, the maximum size of a banner shall be up to one (1) square foot of banner area for every one (1) linear foot of exterior wall space per tenant/business space, up to a maximum size of one hundred (100) square feet.

b. If the banner is strung between support posts, the maximum height shall not exceed fifteen (15) feet, as measured from the existing ground level to the top of the banner.

c. These limitations do not apply to city-owned banners affixed to city property.

E. General Location Provisions.

1. With the exception of public right-of-way, temporary signs shall only be located on public or private property with the property owner's permission.

2. Temporary signs shall not be placed in any public park, trail, open space, or other public space, except for those signs placed or authorized by the government, agency, or organization that owns or maintains the land.

3. No part of a temporary sign may overhang a paved roadway, sidewalk, bicycle path, parking space, driveway, loading area, or wheelchair access.

4. Temporary signs shall not be placed within any roadway median, traffic circle, traffic island, or roundabout.

5. Temporary signs in the public right-of-way shall be located at least five (5) feet from any other temporary sign.

6. Temporary signs in the public right-of-way shall be located at least 25 feet from traffic signs, signals, wayfinding signs, and other traffic control devices erected by the city or other public authority.

7. Off-premise, commercial temporary signs may only be located in the right-of-way adjacent to the commercial premises.

Section 12. Section 15.600.080 of the SeaTac Municipal Code is hereby repealed.

Section 13. A new Section 15.600.080 is hereby added to the SeaTac Municipal Code:

15.600.080 Electronic Message Signs

Electronic message signs shall be allowed, provided they comply with the following requirements:

A. Size and Location.

1. Freestanding/Monument Signs.

a. That portion of the sign that constitutes the electronic changeable display shall be allowed as follows:

<u>Zone</u>	<u>Maximum Electronic Portion of Sign</u>	<u>Maximum Total Size of Sign</u>
<u>CB, CB-C, O/CM, I, RBX</u>	<u>55 sf</u>	<u>85 sf</u>
<u>NB</u>	<u>25 sf</u>	<u>85 sf</u>
<u>Non-Commercial Uses in UL, T, UM, UH, O/C/MU, P</u>	<u>Not allowed</u>	<u>35 sf not on an arterial</u>
	<u>Not allowed</u>	<u>60 sf on a minor/collector arterial</u>
	<u>25 sf</u>	<u>85 sf on a principal arterial</u>
<u>Commercial Uses in O/C/MU, T, UM, UH</u>	<u>Not allowed</u>	<u>35 sf</u>
	<u>Not allowed</u>	<u>60 sf on a minor/collector arterial</u>
	<u>25 sf</u>	<u>85 sf on a principal arterial</u>
<u>Multi-Family Uses in T, O/CM, UM, UH</u>	<u>Not allowed</u>	<u>35 sf</u>

2. Building-Mounted Signs.

a. Building-mounted electronic message signs are not allowed in the following zones: UL, T, O/C/MU, UM, UH, P, NB.

b. In all other zones, a site or property may be allowed a maximum of fifty-five (55) square feet of building-mounted electronic changeable display per street frontage.

C. Light Levels.

1. All signs shall incorporate photocell/light sensors, with automatic dimming technology that appropriately adjusts to ambient light conditions and the means to immediately turn off the display if it malfunctions or if for some reason it is not complying with the regulations in this Section.

2. Maximum brightness levels for electronic message signs in all zones shall not exceed 0.3 foot candles above ambient light as measured using a foot candle meter at a preset distance depending on sign size. Measurement distance shall be determined using the following calculation: the square root of the product of the sign area times 100. Example using a 12 square foot sign: $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.

4. All electronic message signs shall be designed to prevent light trespass into the sky.

D. Residential Zones.

1. Electronic message signs shall not be allowed within any dwelling or home occupation in any residential zone.

2. Businesses, churches or schools are allowed electronic message signs providing that:

a. They comply with subsections (A) through (C)(1) and (C)(3) of this section;

b. Electronic displays in residential zones shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

Section 14. Section 15.600.090 of the SeaTac Municipal Code is hereby repealed.

Section 15. A new Section 15.600.090 is hereby added to the SeaTac Municipal Code:

15.600.090 Prohibited Signs

The following signs or displays are prohibited, unless otherwise approved by this chapter. Prohibited signs are subject to removal by the City at the owner's or user's expense. Any existing sign which is prohibited upon the effective date of this code shall be removed within six (6) months of notification from the City except as provided in SMC 15.600.100, Nonconforming Signs, regarding nonconforming signs.

A. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal, or which bear the words "stop," "caution," "danger," "warning," or similar words;

B. Signs which, by reason of their size, location, movement, content, coloring or manner of illumination, may be confused with or construed as a traffic control sign, signal or device, or the light of any emergency (police, fire or ambulance) or radio equipment vehicle, or which obstruct the visibility of any traffic or street sign or signal device;

C. Signs which rotate or have a part(s) which move or revolve except the movement of the hands of a clock;

D. Signs that display animation;

E. Any display or sign not specifically allowed by the sign code, including, but not limited to, strings of lights; ribbons; spinners, twirlers or propellers; flashing, rotating or blinking lights, chasing or scintillating lights; fluttering or moving lights or other illuminating device which has a changing light density or color; lasers; strobes or lights with stroboscopic effect; displays or lights that imitate the appearance of explosions or fireworks; flares; balloons; bubble machines and similar devices of a carnival nature, or containing elements creating sound or smell. Exception: Certain of these devices are permitted on a limited basis for grand openings of new businesses under SMC 15.600.070(D);

G. Signs identifying, or window signs advertising activities, products, businesses or services which have been discontinued for more than sixty (60) days on the premises upon which the signs are located, and any window signs in excess of the amount of wall signage allowed, or mounted between three (3) feet and seven (7) feet above floor level and obstructing the view through a the majority of the window;

H. Private signs on utility poles as prohibited by RCW 70.54.090;

I. Billboards except those qualifying as nonconforming signs pursuant to SMC 15.600.100, Nonconforming Signs;

J. Roof signs, except as allowed through a variance process by SMC 15.600.130(G)(5);

K. Signs attached to or placed on a vehicle or trailer on public or private property; provided, however, this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business, or advertising a vehicle for sale if such sign is placed inside the vehicle.

L. Any sign that impedes free ingress and egress from any door, window, or exit way required by building and fire codes, or blocks pedestrian access to transit or to/from parked vehicles.

Section 16. Section 15.600.100 of the SeaTac Municipal Code is hereby repealed.

Section 17. A new Section 15.600.100 is hereby added to the SeaTac Municipal Code:

15.600.100 Nonconforming Signs

A. **Applicability.** This section applies to the maintenance, repair, as appropriate, and removal of nonconforming signs. "Nonconforming sign" means a sign that was legally established, but no longer conforms to the current sign standards of this chapter.

1. **Loss of Nonconforming Status.** A nonconforming sign shall immediately lose its nonconforming status if:

a. The sign is altered in any way in structure or height which is not in compliance with the standards of this chapter; or

b. The sign is relocated to a position which is not in compliance with the standards of this chapter; or

c. The sign is replaced; provided, that this replacement refers to structural replacement, not change of "copy," panel or lettering; or

d. Any new permanent sign is erected or placed in connection with the enterprise using the nonconforming sign; or

e. The loss of legal nonconforming status takes place upon any change in land use or occupancy, or a change in business name, and the sign shall be brought into conformity. Such nonconforming signs shall, within ninety (90) days, be brought into conformity with this code or be removed.

Upon any of the above-referenced circumstances taking place, any permit or designation for what had been a nonconforming sign shall become void. The Administrator shall notify the sign user, sign owner or owner of the property upon which the sign is located of cancellation of the permit or designation and the sign shall immediately be brought into compliance with this chapter and a new permit secured or shall be removed.

B. Illegal Signs. An illegal sign is any sign which does not comply with the requirements of this chapter within the City limits as they now or hereafter exist and which is not eligible for characterization as nonconforming under this section.

C. Nonconforming Sign Maintenance and Repair. Nothing in this section shall relieve the owner or user of a nonconforming sign or owner of the property on which the nonconforming sign is located from the provisions of this code regarding safety, maintenance and repair of signs, nor from any provisions on prohibited signs, contained in SMC 15.600.090, Prohibited Signs; provided, however, that any repainting, replacement of “copy,” panels and/or lettering, cleaning, and other normal maintenance or repair of the sign or sign structure shall not modify the sign or structure in any way which is not in compliance with the requirements of this code, or the sign will lose its nonconforming status (subsection ~~(B)(6)~~ (A)(1) of this section).

Section 18. Section 15.600.110 of the SeaTac Municipal Code is hereby repealed.

Section 19. A new Section 15.600.110 is hereby added to the SeaTac Municipal Code:

15.600.110 Permits and Fees

A. Permit Requirements. No sign governed by the provisions of this code that is illuminated or electronic or is greater than nine (9) square feet in surface area shall be erected, altered or relocated by any person, firm or corporation from and after the date of adoption of this code without a permit issued by the City. No permit is required for a non-illuminated sign of nine (9) square feet or less surface area, but such signs must otherwise comply with this code.

B. Permit Applications. Applications for permits shall contain the name and address of the owner and user of the sign, the name and address of the owner of the property on which the sign is to be located, the location of the sign structure, drawings or photographs showing display faces with the proposed message and design accurately represented as to size, area, proportion, and color, and such other pertinent information as the Code Administrator of this code may require to ensure compliance with this code and other applicable ordinances. Permit applications shall be available for inspection by the public upon request.

C. Expiration of Permits. A sign permit shall become null and void if the work for which the permit was issued has not been completed within one (1) year of its issuance.

D. Permit Exceptions. No new permit shall be required:

1. For repainting, cleaning or other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign structure or content is not modified in any way;
2. For the changing of the advertising copy or message on an approved reader board or theater marquee, during the period of amortization.

E. Notice of Permit Denial – Reasons. When a sign permit is denied by the Code Administrator, he shall give written notice of the denial to the applicant, together with a brief written statement of the reasons for the denial.

Section 20. Section 15.600.150 of the SeaTac Municipal Code is hereby repealed.

Section 21. Section 15.600.160 of the SeaTac Municipal Code is hereby repealed.

Section 22. Section 15.600.180 of the SeaTac Municipal Code is hereby repealed.

Section 23. Section 15.600.190 of the SeaTac Municipal Code is hereby renumbered to read as follows:

15.600.190 15.600.120 Administration, Enforcement and Sign Removal

Section 24. Section 15.600.200 of the SeaTac Municipal Code is hereby renumbered and amended to read as follows:

15.600.200 15.600.130 Variance from Sign Code

G. **Limitation of Authority.** The Hearing Examiner may not grant a variance to:

5. **Roof Signs.** Notwithstanding SMC ~~15.600.120~~ 15.600.090, Prohibited Signs, a roof sign may be allowed through a variance process provided the following criteria are met in addition to the decision criteria listed under subsection (F) of this section:

c. No other ~~primary~~ permanent signage exists or shall be allowed for the site;

6. **Off-Premises Signs.** Notwithstanding SMC ~~15.600.120~~ 15.600.090, Prohibited Signs, an off-premises sign may be allowed through a variance process provided the following criteria are met in addition to the decision criteria listed under subsection (F) of this section:

a. For a ~~primary~~ permanent sign:

i. ~~Primary~~ Permanent signage cannot be located on the site.

Section 25. Section 15.600.210 of the SeaTac Municipal Code is hereby repealed.

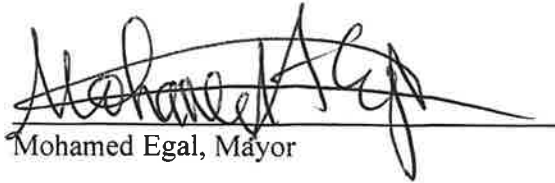
Section 26. Corrections. Upon approval of the City Attorney's Office, the City Clerk and the Code Reviser are authorized to make necessary corrections without altering intent, including the correction of clerical errors, references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 13. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 14. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 26th day of March, 2024, and signed in authentication thereof on this 26th day of March, 2024.

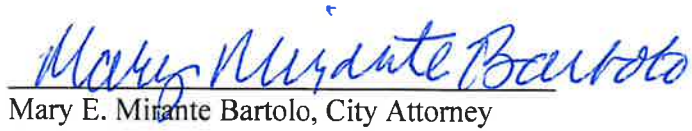
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 04.06.24]

ORDINANCE NO. 24-1009

An ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a contract with JLL, Inc to provide owner's representative services associated with the SeaTac Civic Center project and amending the 2023-2024 biennial budget.

WHEREAS in 2020, the City contracted with ARC Architects to evaluate the long-term viability and suitability of the existing City Hall and the Maintenance Facility with the goal of serving the community for the next 40 years; and

WHEREAS in 2021, ARC Architects delivered the results of these evaluations to City staff; and

WHEREAS in 2021, the Administration and Finance Committee reviewed the architect's preliminary recommendations for City Hall and the Maintenance Facility to improve safety and replace aging and inadequate systems; and

WHEREAS in an August 2022 Council Study Session, the Council reviewed the options for City Hall including the option to construct a Civic Campus inclusive of a new City Hall ("Civic Campus"); and

WHEREAS, the 2023-2024 Biennial Budget included three hundred thousand dollars (\$300,000) to perform a feasibility study for a Civic Campus; and

WHEREAS, the City Council recognize the value of pursuing a Civic Campus to provide community benefits to include increasing accessibility from collocating similar community and municipal services, providing community open space, creating civic meeting spaces, and creating opportunities to develop mixed use buildings, including potential commercial and retail uses in addition to municipal and community-based services; and

WHEREAS, the scope and expertise necessary to pursue a Civic Campus will require the creation of a Limited-term Project Manager position and the services of a consulting firm to function as Owner's Representative; and

WHEREAS, Resolution 23-007 adopted September 12, 2023, authorized the City Manager to site, design and construct a Civic Campus and in support of this effort create a Limited-term Special Capital Project Manager position and select a consultant to act the owner's representative;

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

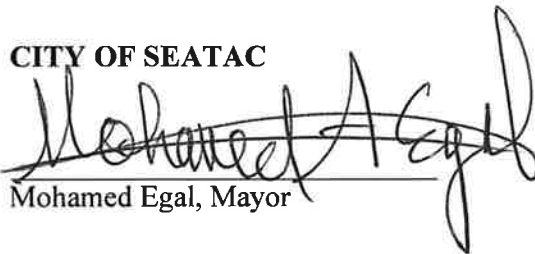
Section 1. The City Manager is authorized to execute a contract with JLL, Inc. in the amount of \$347,100 for owner's representative services associated with the SeaTac Civic Campus Project for Phase 1.

Section 2. The 2023-2024 Biennial Budget shall be amended to increase expenditures in the Facility Construction CIP Fund (#306) by \$47,100, General Fund (#001) by \$128,820 and the Municipal Capital Improvements Fund (#301) by \$2,500 to fully fund Project expenditures.

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

ADOPTED this 26th day of March, 2024, and signed in authentication thereof on this 26th day of March, 2024.

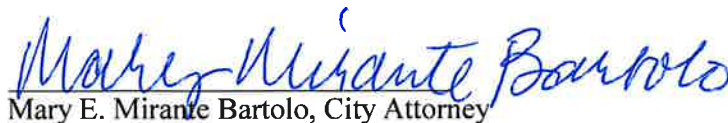
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 04.06.24]

ORDINANCE NO. 24-1010

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a contract with Bulpin Consulting Services for On-Call Real Property and Right-of-Way Management services, and amend the City's 2023-2024 Biennial Budget.

WHEREAS, the City of SeaTac implements a transportation improvement program, which identifies capital improvement projects for the City's transportation network; and

WHEREAS the Airport Station Area Pedestrian Improvements ("Project"), Public Works Project ST-141, which is part of the City's transportation improvement program, is currently in design and the Right-of-Way Acquisition phase; and

WHEREAS the incumbent City's Real Property Analyst serves an essential role in performing work needed for the successful completion the Right-of-Way Acquisition phase; and

WHEREAS contracting with the incumbent Real Property Analyst to continue their role on the Project and providing supplemental on-call services related to Real Property and Right-of-Way Management provides value to the City.

WHEREAS additional funding for an on-call Real Property and Right-of-Way Management service contract is needed in 2024 resulting in increasing the professional services budget expenditure amount in the Streets Fund (#102) by \$140,000.

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

Section 1. The City's 2023-2024 Biennial Budget shall be amended by increasing expenditures in the Streets Fund (#102) by \$140,000 to fund an on-call Real Property and Right-of-Way Management service contract.

Section 2. The City Manager is authorized to execute a contract with Bulpin Consulting Services, in the amount of \$140,000 for an on-call Real Property and Right-of-Way Management service contract for the Project and other on-call related tasks.

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

ADOPTED this 23rd day of April, 2024, and signed in authentication thereof on this 23rd day of April, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 05/04/2024]

[Bulpin Consulting Services]

ORDINANCE NO. 24-1011

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2023-2024 Biennial Budget revenue and expenditures.

WHEREAS, the Administration and Finance Committee, on June 6, 2024, reviewed the proposed amendment submitted by the City Manager and Finance Director which details recommended changes in expenditure line items and authorizes additional FTE's in the 2023-2024 Biennial Budget; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional appropriation authority to fund certain expenditures identified in Exhibit A;

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

Section 1. A listing of the adjustment requests is included by line item, amount, and fund as shown in the attached Exhibit A. Decision Cards providing detailed descriptions are included as Exhibit C.

Section 2. The 2023-2024 Biennial Budget for the City of SeaTac, covering the period from January 1, 2023, through December 31, 2024, is hereby amended with a total 2024 ending fund balance in the amount of \$109.3 million for all budgeted funds. The City's 2023-2024 biennial budget is attached as Exhibit B, and includes budgeted revenues and expenditures for the 2023-2024 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed.

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

ADOPTED this 25th day of June, 2024, and signed in authentication thereof on this 25th day of June, 2024.

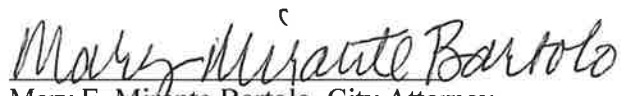
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: July 6, 2024]

[2023-2024 Biennial Budget Amendment Ordinance]

EXHIBIT A
2023-2024 Biennial Budget Amendment

Revenue

		2023-2024	
		TOTAL	
001	001.345.83.00.015	\$150,000	Plan Review - Prof Services
102	102.334.03.60.000	\$15,141	Commute Trip Reduction Grant - WSDOT
113	113.332.92.10.000	\$450,000	ARPA Coronavirus Local Allocation
307	307.333.20.20.023	\$100	FHWA/PSRC Grant for S 34th PHII
403	403.334.03.10.007	\$28,729	SW Capacity Grant
404	404.334.03.10.001	\$5,141	LSWFA Local Solid Waste Fin Assistance
501	501.334.03.10.007	\$51,271	SW Capacity Grant
		\$700,382	

Expenditures

FUND #	BARS#	2023-2024	Description
		TOTAL	
001	001.000.09.525.60.49.053	\$9,135	Subscriptions (Crisis Track DA Software DC)
	001.000.10.521.50.31.001	\$300	Janitorial Supplies (Polaris Substation)
	001.000.10.521.50.31.008	\$2,500	Office & Operating Supplies (Polaris Substation)
	001.000.10.521.50.41.034	\$4,500	Janitorial Services (Polaris Substation)
	001.000.10.521.50.41.047	\$800	Fire/Security Monitoring (Polaris Substation)
	001.000.10.521.50.44.003	\$3,016	Property Taxes (Polaris Substation)
	001.000.10.521.50.47.039	\$2,400	Water (Polaris Substation)
	001.000.10.521.50.47.040	\$1,200	Sewer (Polaris Substation)
	001.000.10.521.50.47.041	\$2,000	Electricity (Polaris Substation)
	001.000.10.521.50.48.000	\$3,500	Repairs & Maintenance (Polaris Substation)
	001.000.10.571.20.XX.XXX	-\$56,913	Salaries & Benefits (Aquatics)
	001.000.13.558.51.49.000	\$20,000	Miscellaneous Services (CC Fees)
	001.000.13.558.60.41.000	\$150,000	Professional Services (Environmental Review)
	001.000.13.558.60.49.061	\$10,000	Registration
	General Fund (001)	\$152,438	
113	113.000.11.595.20.61.001	\$450,000	Airport Station Area Ped Project (Lay Down DC)
	ARPA Grant Fund (113)	\$450,000	
114	114.000.08.521.20.49.003	\$81,567	Narcotic Seizure State Fund Expenditures
	114.000.08.521.21.35.000	\$31,716	Small Tools & Equip (Innovative Law)
	114.000.08.521.25.31.008	\$5,000	Office & Operating Supplies
	114.000.08.521.25.35.000	\$70,043	Small Tools & Equipment
	Restricted Public Safety Fund (114)	\$188,326	
306	306.000.10.594.21.62.001	\$32,000	Police Community Outreach Center
	306.000.10.594.90.00.000	\$6,000	General Fund Overhead
	Facility Construction Fund (306)	\$38,000	
308	308.000.10.594.90.00.000	\$6,000	General Fund Overhead
	Light Rail Station Areas CIP Fund (308)	\$6,000	
Grand Total - ALL FUNDS		\$834,764	

CITY OF SEATAC, WASHINGTON
2023-2024 BIENNIAL BUDGET: EXHIBIT B

6/25/2024

2023-2024 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 303,774,277					
FUND		BEGINNING BALANCE	REVENUES & OTHER SOURCES	EXPENDITURE APPROPRIATION	ENDING BALANCE
001	General Fund	\$ 40,874,342	\$ 97,806,463	\$ 109,114,408	\$ 29,566,396
102	Street Fund	9,127,607	21,284,028	13,737,632	\$ 16,674,003
105	Port ILA	13,049,905	3,066,578	3,171,751	\$ 12,944,732
106	Transit Planning	410,101	570,960	151,045	\$ 830,016
107	Hotel/Motel Tax	11,331,778	3,859,200	3,267,846	\$ 11,923,132
108	Building Management	3,727,788	566,022	578,336	\$ 3,715,474
111	Des Moines Creek Basin ILA	4,320,685	710,700	3,404,445	\$ 1,626,940
112	Affordable Housing Sales Tax	221,408	297,290	378,000	\$ 140,698
113	ARPA Grant	68,336	6,829,861	6,790,471	\$ 107,726
114	Restricted Public Safety Fund	-	376,514	308,726	\$ 67,788
207	SCORE Bond Servicing	390,871	287,863	283,063	\$ 395,671
301	Municipal Capital Improvements	19,345,703	6,866,625	15,695,587	\$ 10,516,741
306	Facility Construction CIP	3,750,367	104,300	1,356,539	\$ 2,498,128
307	Transportation CIP	18,602,849	10,129,547	20,799,507	\$ 7,932,889
308	Light Rail Station Areas CIP	3,030,848	120,750	848,666	\$ 2,302,932
403	SWM Utility	7,006,547	8,560,729	9,619,720	\$ 5,947,556
404	Solid Waste & Environmental	1,467,037	878,041	688,586	\$ 1,656,492
501	Equipment Replacement	2,259,169	2,473,465	4,214,661	\$ 517,973
TOTAL BIENNIAL BUDGET		\$ 138,985,341	\$ 164,788,936	\$ 194,408,989	\$ 109,365,289

Exhibit C

City of SeaTac Decision Card

Title: Crisis Track Damage Assessment Software

Fund(s): General Fund (001)

Amount: \$ 9,135

Program: Emergency Management

Department: Fire Services/PW

Director: Will Appleton

New Program? ☐ Yes ☒ No

(If Yes, Program Inventory Sheet Required)

Date Prepared: 05/17/2024

Preparer: Wilfredo Lugo

Mandatory? ☐ Yes ☒ No

Description: *(Provide a brief overview of what is being requested)*

3 year subscription for Crisis Track Damage Assessment Software provided by Geopliant LLC.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

In the event of a disaster or incident, Crisis Track will allow the city ECC to quickly gain situational awareness of damages in the city as well as facilitate the FEMA required Preliminary Damage Assessments. In addition it provides us the ability to track personnel, equipment, and materials used during an incident allowing for efficient tracking of labor hours and equipment usage rates for FEMA reimbursement.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

We can continue to track emergency costs on paper which increases labor costs.

City Goal: *(Identify how this request works towards the City's Goals):*

Increase Connectivity and Safety - In an emergency situation quick access and processing of information is imperative to getting the City back to normal.

Funding Detail:

		2023	2024
	Fund(s)/Source	Amount	Amount
Expenditures: One-Time Costs On-Going Costs			
	General Fund (001)		9,135
	Total Expenditures	\$ 0	\$ 9,135
Revenues:			
Grant (<i>Identify Grant</i>)			
Other (<i>Identify</i>)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 9,135

City of SeaTac

Decision Card

Title: Park Operations & Natural Resources Supervisor

Fund(s): General Fund (001)

Amount: \$ 0

Program: Park Maintenance

Department: Parks & Recreation

Director: Mary Tuttle

New Program? ☐ Yes ☒ No

(If Yes, Program Inventory Sheet Required)

Date Prepared: 05/09/2024

Preparer: Michael Fitzpatrick

Mandatory? ☐ Yes ☒ No

Description: (Provide a brief overview of what is being requested)

Requesting the addition of a second supervisor position within the Park Operations division to assist with employee oversight, planning, scheduling and coordinating maintenance activities within the division. If approved, this FTE position would be recruited fall of 2024 with anticipated start date of January, 2025.

Justification: (Explain why this is being requested and/or how the request will benefit the City):

Currently, there is one Park Operations Supervisor who has thirteen (13) direct reports. The recommended number of direct reports is no more than eight (8) employees per supervisor. Parks operate daily from dawn to dusk, and with all park amenities included are staffed from 6:30am - 10pm, 7 days/ week.

During the spring through early fall months, Park Operations Workers serve the public in parks for 120 hours/ week; the off-peak season includes 100 hours/ week. A second Supervisor would allow Park Operations Workers greater access to a supervisor and provide support to weekend staff and park stewards/ volunteer groups.

Recent risk and safety reviews performed by an outside consultant have led to recommendations the Department provide additional oversight in the Park Operations division. In consultation with HR and Legal Departments, there are concerns related to risk, as weekend Park Operations Workers currently do not have a supervisor present at any point over the weekend.

The Department also envisions adding a second supervisor would allow for more meaningful development of maintenance staff, who are expressing the desire to further their own careers.

The Park Operations division is also in the beginning stages of natural resources programming, which includes attention to urban forest restoration, and executing effective forest management plans, conservation, and City-wide tree canopy initiatives, as well as increased trail maintenance, sustainability, environmental education, pollinator gardens, pea patches and recruiting and supporting park stewardship volunteers.

This supervisory position will come with a new division alignment; there will be two units inside the Park Operations Division, with one work group focused primarily on park maintenance, athletic fields and specialty assets, such as BMX and Disc Golf and the second group's primary focus will be on natural areas, volunteer management and urban forestry, in addition to assigned park sites.

The community has repeatedly expressed a desire for an increased emphasis on managing natural resources not only in parks but throughout the city. Parks and Recreation staff see this position as a crucial step in being able to meet the community's desire. Many current grants available for urban forest restoration work require an Urban Forester and a Supervisor position inclusive of having a background in urban forestry. If approved, the requested Park Operations and Natural Resources Supervisor position will complement the work of the Urban Forester position previously approved by SeaTac City Council in 2024.

Approval of a second Park Operations Supervisor will align the division for anticipated continued growth in the coming years. New park assets such as the spray park at Riverton Heights Park and the new trailhead at SeaTac Des Moines Creek Park will increase maintenance demands at those locations. Adding a second Park Operations Supervisor in 2025 will create additional capacity to hire additional Park Operations Workers when needed as the new park amenities are completed.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

One possible alternative would be to not approve the proposed position and continue division functions with one supervisor. This is a risk to the city as both HR and Legal Departments have advised additional supervision is needed due to the number of Park Operations Workers reporting to one supervisor and a lack of weekend supervision. Additionally, executing work plans created by the Urban Forester would also be difficult due to the current Park Operations Supervisor workload.

City Goal: *(Identify how this request works towards the City's Goals):*

EXPAND GREEN & PUBLIC SPACES – Enhance the community by maintaining and improving parks and community spaces.

The addition of this position will help ensure the natural resources related work is adequately supported by supervisory staff that will work closely with assigned Park Operations Workers to provide oversight and execute work plans. This position will also provide supervision of weekend staff as SeaTac Parks operate 7-days a week.

Funding Detail:

		2023	2024
Fund(s)/Source		Amount	Amount
Expenditures:			
	One-Time Costs		
	On-Going Costs		
Total Expenditures		\$ 0	\$ 0
Revenues:			
Grant (Identify Grant)			
	Other (Identify)		
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 0

New Position Request Worksheet

(Required for all Decision Cards requesting a new position)

Title of Associated Decision Card: Parks & Natural Resources Supervisor

Position Title (Provided by HR) : Parks & Natural Resources Supervisor

Salary Range (Provided by HR) : 57

☒ **Regular Full-Time** ☐ **Regular Part-Time** ☐ **Seasonal/Temp**

Limited Term Position? ☐ **Yes** ☒ **No** **If Yes, Term:**

Primary Duties/Responsibilities:

1. Plans, directs, and coordinates scheduling, assigned park maintenance activities, trails, city wide tree canopy plan, forest management plans, volunteer stewardship, environmental education, landscapes, and buildings located on those assigned properties

2. Supervise designated staff, assign tasks, provide appropriate training, review employees' work processes and products, provide coaching/counsel to employees as needed, review and approve timesheets and leave requests, complete performance evaluations, recommend disciplinary action, participate in recruitment process for new employees and promotional positions.

3. Performs routine inspections of parks, open space areas, trails, and park structures to evaluate preventative and future maintenance needs; assure safe, efficient conditions and operations. Monitor grounds and park facility repairs, including water features and water spray parks that require specialized maintenance; assure repairs and daily operation; comply with King County Public Health Aquatic Facility standards

		Year 1	Year 2
Total Salary (provided by Finance)			
Total Benefits (provided by Finance)			
Subtotal Salary and Benefits		\$ 0	\$ 0
BARS			
Office Supplies	XXX.XX.31.008		
Uniform & Safety Clothing	XXX.XX.31.018		
Office Furniture & Equipment	XXX.XX.35.000		
Computer & Hardware	301.000.04.518.88.35.000		
Telephone			
Cell Phone Purchase	XXX.XX.35.000		0
Cell Phone Service Charges	XXX.XX.42.028		
Software Subscriptions	XXX.XX.49.053		
Training & Conferences			
Lodging	XXX.XX.43.031		
Meals	XXX.XX.43.032		
Transportation	XXX.XX.43.033		
Registration	XXX.XX.49.061		
Vehicle			
Vehicle Purchase	501.000.11.594.48.64.095		
Equipment Rental Charges	XXX.XX.45.002		
(provided by Public Works)			
Microsoft Office 365 Subscripton	001.000.04.518.88.48.050		
(required for all employees)			
Other (specify) :			
Subtotal On-Going Costs		\$ 0	\$ 0
Subtotal One-Time Costs		\$ 0	\$ 0
Subtotal Associated Costs		\$ 0	\$ 0
TOTAL:		\$ 0	\$ 0

City of SeaTac

Decision Card

Title: Airport Station Area Pedestrian Project Lay Down Yard

Fund(s): ARPA Fund (113)

Amount: \$ 450,000

Program: Capital Improvements

Department: Public Works

Director: William Appleton

New Program? ☐ Yes ☒ No

(If Yes, Program Inventory Sheet Required)

Date Prepared: 5/6/24

Preparer: William Appleton

Mandatory? ☐ Yes ☒ No

Description: (Provide a brief overview of what is being requested)

Use of ARPA funds for the purchase of a dilapidated single family property, adjacent to the Airport Station Area Pedestrian Improvement Project, for use as a construction lay down yard.

Justification: (Explain why this is being requested and/or how the request will benefit the City):

Purchase of the property located at 3204 S. 173rd Street will benefit the City in the following ways: 1) it is in an ideal location for use as a temporary construction lay down yard and the use of the property for this purpose will result in the removal of a dilapidated structure cleanup of the site; 2) having a lay down yard within the project limits will help reduce construction related impacts on the surrounding residents and businesses; 3) contractors bidding the project are likely to provide better prices knowing that a lay down yard is within the project footprint; 4) upon completion of the project, the highest and best use of the property can be identified and acted upon by the City or sold off to our development community.

The owner of the property is a willing and motivated seller and a formal appraisal has been completed; the opinion of value is \$300,000. \$350,000 is requested to cover all costs associated with the purchase of the property and \$100,000 is being requested to cover the costs of demolition and site cleanup/preparation.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Do not acquire the property and leave it up to the contractor to secure a lay down yard location as needed for the project. Under this scenario, the subject property will likely continue to remain vacant and a source of both police, code enforcement and safety related problems.

City Goal: *(Identify how this request works towards the City's Goals):*

Increase Connectivity and Safety - Allows for a more cost effective approach to constructing the Airport Station Area Pedestrian Project while minimizing impacts to our residents and businesses. Addresses safety, code and policing issues associated with the property.

Expand Green & Public Spaces - Provides an opportunity to enhance our community by allowing for a future park or community space to be developed following the completion of the capital project.

Funding Detail:

		2023	2024
	Fund(s)/Source	Amount	Amount
Expenditures: One-Time Costs On-Going Costs	ARPA Grant Fund (113)		450,000
Total Expenditures		\$ 0	\$ 450,000
Revenues:			
Grant (<i>Identify Grant</i>)			
Other (<i>Identify</i>)			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 450,000

Ordinance 24-1012

An Ordinance of the City Council of the City of SeaTac, Washington amending Chapter 5.15 of the SeaTac Municipal Code adopting by reference Chapter 6.65 of the King County Code relating to the regulation of For-Hire Transportation, Transportation Network Companies drivers, and vehicles; and authorizing the City Manager to enter into an Interlocal Agreement.

WHEREAS, King County has jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements, for-hire driver's licenses and for-hire driver's permits, transportation network company licenses, and transitional regional dispatch agency and regional dispatch agency licenses; and

WHEREAS, in 2023, King County adopted a new Chapter under King County Code (KCC) to update and modernize the regulations and create a regional licensing model for companies, drivers, and vehicles; and

WHEREAS, this Chapter of KCC applies to taxicab associations, for-hire vehicle companies, taxicabs, for-hire vehicles, and drivers of those vehicles and while regulation of transportation network companies, transportation network company drivers, or transportation network company endorsed vehicles remains in KCC Chapter 6.64; and

WHEREAS, KCC's new Chapter is established to formally begin the transition to new technology via smart taximeters systems, to provide greater flexibility for individual companies to implement more competitive fare strategies such as dynamic pricing; and

WHEREAS, the City of SeaTac desires to continue to obtain King County's assistance and authority to regulate in matters relating to For Hire vehicles, transportation and business licenses by adopting by reference the new Chapter of KCC under Chapter 6.65 pursuant to King County Ordinance 19700.

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

Section 1. Chapter 5.15.020 of the SeaTac Municipal Code is hereby amended to read as follows:

5.15.020 Licensing and regulation of ~~taxicab and for-hire vehicles.~~ For-Hire Transportation – Transportation Network Companies, Vehicles, and Drivers.

The following sections of Chapters 6.64 and 6.65 of the King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the word “County” and the words “King County” shall refer to the City and references to violations of the County code or County ordinances shall be deemed to be references to violations of City ordinances.:

- 6.64.005 — Purpose.
- 6.64.007 — Scope of Authority.
- 6.64.010 — Definitions.
- 6.64.015 — Interlocal Agreement.
- 6.64.025 — Fees.
- 6.64.200 — Service organization registration.
- 6.64.210 — Color scheme.
- 6.64.220 — Independent color scheme.
- 6.64.300 — Taxicab and for hire license required.
- 6.64.310 — Application.
- 6.64.320 — Required documents.
- 6.64.330 — Applicant requirements.
- 6.64.340 — Vehicle requirements.
- 6.64.350 — Insurance required.
- 6.64.360 — Certificate of safety.
- 6.64.370 — Vehicle standards.
- 6.64.380 — Taxicab and for hire vehicle license expiration.
- 6.64.390 — Taxicab and for hire vehicle license plate.
- 6.64.400 — Taximeter.
- 6.64.420 — Taxicab and for hire owner — Responsibilities.
- 6.64.430 — Standards for denial — Taxicab for hire vehicle owner.
- 6.64.440 — Standards for suspension/revocation — Taxicab or for hire vehicle owner.
- 6.64.450 — Destruction, replacement, retirement of a taxicab.
- 6.64.460 — Surrender of vehicle license.
- 6.64.500 — For hire driver’s license required.
- 6.64.510 — Application.
- 6.64.520 — Investigation.
- 6.64.530 — Qualifications.
- 6.64.540 — Temporary permit.
- 6.64.550 — Application null and void.
- 6.64.560 — Medical certification.
- 6.64.570 — Training program.
- 6.64.580 — Written examination.
- 6.64.590 — Driving record.
- 6.64.600 — Standards for denial of a license — For hire driver.

~~6.64.610—Standards for suspension/revocation—For hire driver.~~
~~6.64.620—License issuance.~~
~~6.64.630—License expiration—For hire driver.~~
~~6.64.640—For hire drive operating standards.~~
~~6.64.650—Vehicle safety standards.~~
~~6.64.660—Conduct standards.~~
~~6.64.670—Taxicab meter/rates standards.~~
~~6.64.680—Driver passenger relations standards.~~
~~6.64.690—Soliciting and cruising standards.~~
~~6.64.695—Taxi zone standards.~~
~~6.64.700—Taxicab—Maximum number.~~
~~6.64.710—Transfer of permit.~~
~~6.64.720—Industry reporting.~~
~~6.64.730—Response times.~~
~~6.64.740—Annual report.~~
~~6.64.750—Determination of fare and number of licenses.~~
~~6.64.760—Rates.~~
~~6.64.770—Rate study.~~

Section 2. The City Manager is hereby authorized to enter into an Interlocal Agreement with King County related to For-Hire transportation regulation and to replace the 1998 Interlocal Agreement (Agreement #97-A120), in substantially the same form as set forth in attached exhibit “A”.

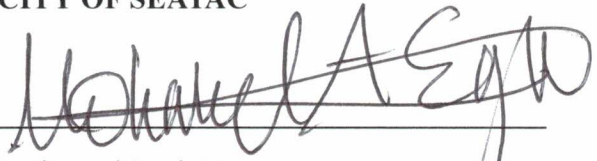
Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. Upon approval of the City Attorney’s Office, the City Clerk and the Code Reviser are authorized to make necessary corrections without altering the intent, including the correction of scrivener’s/clerical errors, references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering, section/subsection numbers, and any references thereto.

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

ADOPTED this 23rd day of July, 2024, and signed in authentication thereof on this 23rd day of July, 2024.

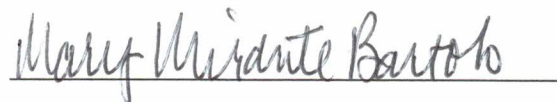
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: August 3, 2024]

[For-Hire Transportation]

Exhibit A

INTERLOCAL AGREEMENT BETWEEN King County and the City of SeaTac for For-Hire Transportation regulatory Services

THIS AGREEMENT is made between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of SeaTac, a public agency in the State of Washington, hereinafter referred to as "Agency," under authority of Chapter 39.34, Chapter 46.72 RCW, Chapter 46.72B RCW, and Chapter 81.72 of the Revised Code of Washington and collectively referred to as "Parties."

WHEREAS, the County has jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements (hereinafter referred to as "vehicle endorsements"), for-hire driver's licenses and for-hire driver's permits, transportation network company licenses (hereinafter referred to as "company licenses"), and transitional regional dispatch agency and regional dispatch agency licenses (hereinafter referred to as "agency licenses"), to enforce the laws and regulations concerning the same within its boundaries, and has provided for-hire transportation regulatory services to local jurisdictions for many years; and

WHEREAS, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature; and

WHEREAS, it is desirable, to adequately protect the interests of the County and the Agency and the public, to provide for a uniform, regional system of licensing for-hire transportation services; and

WHEREAS, the County and its employees are well-qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of for-hire transportation services; and

WHEREAS, the City of SeaTac desires to participate in a regional approach to the licensing and enforcement of laws relating to for-hire transportation services and seeks to obtain the assistance of the County to provide these services; and

WHEREAS, the County is ready, willing, and able to assist the Agency in matters relating to the licensing and enforcement of laws relating to regulation of for-hire transportation services; and

WHEREAS, the entities previously regulated under Chapter 6.64 King County Code are now going to be regulated under Chapter 6.64 King County Code and Chapter 6.65 King County Code, and this Agreement is being updated to reflect that change; and

WHEREAS, the Parties intend for this Agreement to replace the previous interlocal agreement dated December 30, 1997 under Agreement number 97-A120.

NOW THEREFORE, the County and Agency hereby agree:

Section 1. Term of Agreement

This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, unless either party provides thirty (30) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the thirty (30) days. This Agreement may be immediately terminated by the County for lack of appropriation authority by providing written notice to the Agency.

Section 2. Agency Responsibilities

The Agency shall:

- a. Promptly enact an ordinance that adopts by reference Chapter 6.64 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.65 of the King County Code, hereinafter "the Agency Ordinances").
- b. Promptly enact an ordinance that adopts by reference Chapter 6.65 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.64 of the King County Code, hereinafter "the Agency Ordinances").
- c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the King County Records and Licensing Services Division Director, hereinafter referred to as "Division Director," of the Agency's intention otherwise.
- d. Promptly review any revisions to Chapter 6.65 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.65 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Division Director of the Agency's intention otherwise.
- e. Delegate to the County the following:
 - i. The power to enforce the terms of the Agency Ordinances, including the power to issue, deny,

restrict, suspend, or revoke vehicle medallions, vehicle endorsements, for-hire driver's licenses, for-hire driver's permits, regional for-hire driver's licenses and enhanced regional for-hire driver's licenses, company licenses, and agency licenses issued thereunder; and

- ii. Conduct administrative appeals of those County licensing and permitting determinations made, and enforcement actions taken on behalf of the Agency. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the Agency unless either the Agency or the County determines that the particular matter shall be heard by the Agency.

Nothing in this Agreement is intended to divest the Agency of authority to issue notices of violation and court citations for violations of Agency ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or the Agency.

Section 3. County Responsibilities

The County Records and Licensing Services Division shall act as the Agency's agent in performing the following in accordance with enabling ordinances and administrative procedures:

- a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Ordinances pertaining to for-hire transportation services, including the operation and maintenance of a unified, regional system to license and regulate for-hire transportation services;
- b. The provision of such service, the standards of performance, the discipline of County employees, and all other matters incident to the performance of such services and the control of personnel so employed shall remain with the County;
- c. The County shall promptly advise the Agency of any revisions to Chapter 6.64 or Chapter 6.65 of the King County Code and of any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 or Chapter 6.65 of the King County Code after this Agreement is signed.
- d. The services provided by the County pursuant to this Agreement do not include legal services to the Agency, which shall be provided by the Agency at Agency expense.

Section 4. Compensation and Method of Payment

- a. The County shall retain all fines and fees collected pursuant to the licensing of for-hire transportation services. No additional compensation will be due from the Agency.
- b. The Parties agree that all fines levied by a court of competent jurisdiction or civil penalties assessed by the Division Director for violation of the Agency Ordinances regulating for-hire transportation services shall become the property of the County.

Section 5. Mutual Covenants

The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. All County persons rendering services hereunder shall be for all purposes employees of the County, although they may from time-to-time act as commissioned officers of the Agency; and
- b. The County contact person for the Agency regarding all issues that may arise under this Agreement, including but not limited to citizen complaints, service requests and general information on for-hire transportation services is the Division Director or the successor division's director.

Section 6. Dispute Resolution

In the event of a dispute between the Parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Division Director shall be final and conclusive in all respects.

Section 7. Indemnification and Hold Harmless.

- a. Agency Held Harmless. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the County, its officers, agents, and employees, or any of them and in the performance of the County's obligations pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers,

agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. County Held Harmless. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, action, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the Agency, its officers, agents, and employees, or any of them and in the performance of the Agency's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- c. Concurrent Negligence. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying part and its actors.
- d. Liability Related to Agency Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Agency from any liability or responsibility that arises in whole or in part as a result of the application of Agency Ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the Agency to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Agency ordinance or Agency Ordinances, policy, rule or regulation is at issue, the Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Agency, the County, or both, the Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- e. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and

complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 8. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.

Section 9. Administration

This Agreement shall be administered by the Division Director or the Division Director's designee, and the Mayor or the Mayor's designee.

Section 10. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties.

Section 11. Records

This Agreement is a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW. The records and documents with respect to all matters covered by this Agreement shall be subject to the Public Records Act and the Records Retention Act, chapter 40.14 RCW.

Section 12. Complete Expression of Agreement

This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 13. Survivability

Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 7 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective on the last date entered below.

SIGNATURES ON NEXT PAGE

///

///

///

///

KING COUNTY

AGENCY OF _____

King County Executive

Agency Executive

Date

Date

Attest:

Agency Clerk

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney Date

SeaTac Attorney

Date

ORDINANCE NO. 24-1013

AN EMERGENCY ORDINANCE of the City Council of the City of SeaTac, Washington, approving the hiring of four additional lifeguards and amending the City's 2023-2024 Biennial Budget.

WHEREAS, the City of SeaTac desires to provide an effective Summer Lifeguard Program at Angle Lake Park, offering a safe place for community to swim; and

WHEREAS, the City Council approved using AARPA funds to support the program at the November 23, 2023 Council meeting; and

WHEREAS, the hiring of Aquatics staff, including a Coordinator, Assistant Beach Manager and twelve lifeguards, was approved at the March 26, 2024 Council Meeting; and

WHEREAS, Angle Lake Park's attendance has increased overall by 47% since 2023, and the daily swimming area attendance is running between 275 - 300 people per hour during evenings and weekends and up to 400 people during peak times; and

WHEREAS, it is required per Red Cross Safety Guidelines for lifeguard programs to adhere to a specific ratio of guards to number of swimmers in the water; and

WHEREAS, the current guard to swimmer ratio is often outside of Red Cross Safety Guidelines; and

WHEREAS, hiring four more lifeguards will ensure safe, effective and compliant aquatic operations for the remainder of the 2024 summer season; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional appropriation authority to hire four more guards for the Summer Lifeguard Program; and

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

WASHINGTON, DO ORDAIN as follows:

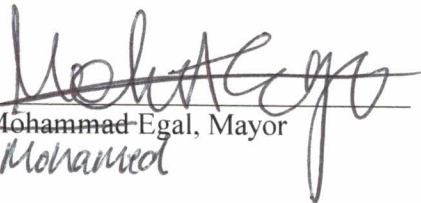
Section 1. The City of SeaTac Parks and Recreation Department is approved to hire four additional lifeguards as part of the Summer Lifeguard Program.

Section 2. The City's 2023-2024 Biennial Budget is amended to reflect an increase in expenditures in the ARPA/SLFRF Fund #113 by \$40,000, in order to fund the additional guards needed for the Summer Lifeguard Program.

Section 3. The City Council declares that an emergency exists requiring the adoption of this Ordinance for the protection of public health, safety, welfare, and peace. This Ordinance shall take effect and be in full force immediately upon its adoption.

ADOPTED this 23rd day of July, 2024, and signed in authentication thereof
on this 23rd day of July, 2024.

CITY OF SEATAC


Mohammad Egal, Mayor
Mohammed

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary Mirante Bartolo, City Attorney

[Effective Date: 07/23/2024]

[Summer Lifeguard Program]

ORDINANCE NO. 24-1014

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing and providing for the acquisition of certain properties for the City street/road system specifically for the Airport Station Pedestrian Improvements project (Public Works CIP ST-141); declaring public use and necessity for specific land and property to be condemned; authorizing the City Attorney to file a Petition for condemnation in King County Superior Court; and authorizing payment therefore from the City's 307 Transportation Capital Improvement Plan Fund.

WHEREAS, the Airport Station Pedestrian Improvement project ("PROJECT") will consist of building pedestrian and roadway improvements along 32nd Avenue South between South 170th Street and South 180th Street, South 180th Street east of 32nd Avenue South, and South 176th Street between International Boulevard and 32nd Avenue South and more specifically the construction of curbs, gutters, sidewalk, bike lane, upgrades to storm drainage infrastructure, street lighting, landscaping, and paving; and

WHEREAS, certain easements, lands, and properties must be acquired in order to provide the necessary rights-of-way for construction and operation of the PROJECT; and

WHEREAS, public use and necessity require that the property and property rights herein identified be condemned, appropriated, and taken for public use for PROJECT purposes as it may now or hereafter declare in the public interest; and

WHEREAS, in the event that negotiated acquisition is not fully successful in advance of the anticipated commencement of construction, it is essential that the City initiate condemnation proceedings; and

WHEREAS, notice of the planned final action set forth herein was provided in accordance with RCW 8.25.290;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Acquisition. Easements or real property identified and depicted in Exhibit A, which are attached and made a part of this Ordinance, is necessary to the public use for the Airport Station Pedestrian Improvements project (Public Works CIP ST-141).

Section 2. Reservation. Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for its system of streets and roads, and utility improvements therein. The City reserves the right to acquire other or different properties for the PROJECT.

Section 3. Prosecution. The City's Legal Department, at the direction of the City Attorney, is hereby authorized to commence condemnation proceedings, pursuant to law. In conducting said condemnation proceedings, the City's Legal Department and/or City Manager is hereby authorized to enter into any agreements necessary to effectuate the property acquisition described in the Ordinance, including any stipulations necessary for the purpose of minimizing damages, including but not limited to, the modification of the interest to be acquired by the City. The Public Works Director, in consultation with the City's Legal Department, is authorized to make minor amendments to the legal description and depiction of easements or real property being acquired by the City as described in Exhibit A, as may be necessary to correct scrivener's errors and/or to conform the legal description to the precise boundaries of the property required for the PROJECT.

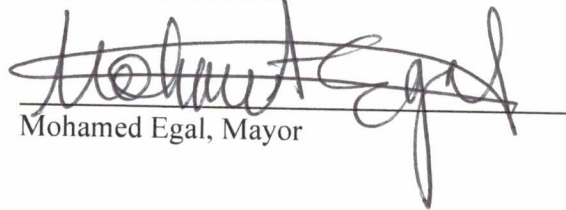
Section 4. Funding. Compensation to be paid to the owners of the previously mentioned property and costs of litigation shall be paid from the City's 307 Transportation CIP Fund.

Section 5. Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 6. Effective Date. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 23rd day of July , 2024, and signed in authentication thereof on this 23rd day of July , 2024.

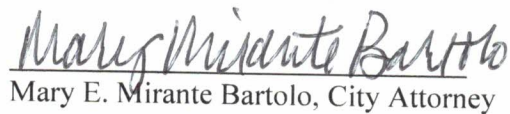
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: August 3, 2024]

[Airport Station Pedestrian Improvement Project (Public Works CIP ST-141)]

VICINITY MAP

Airport Station Pedestrian Improvement Affected Parcels

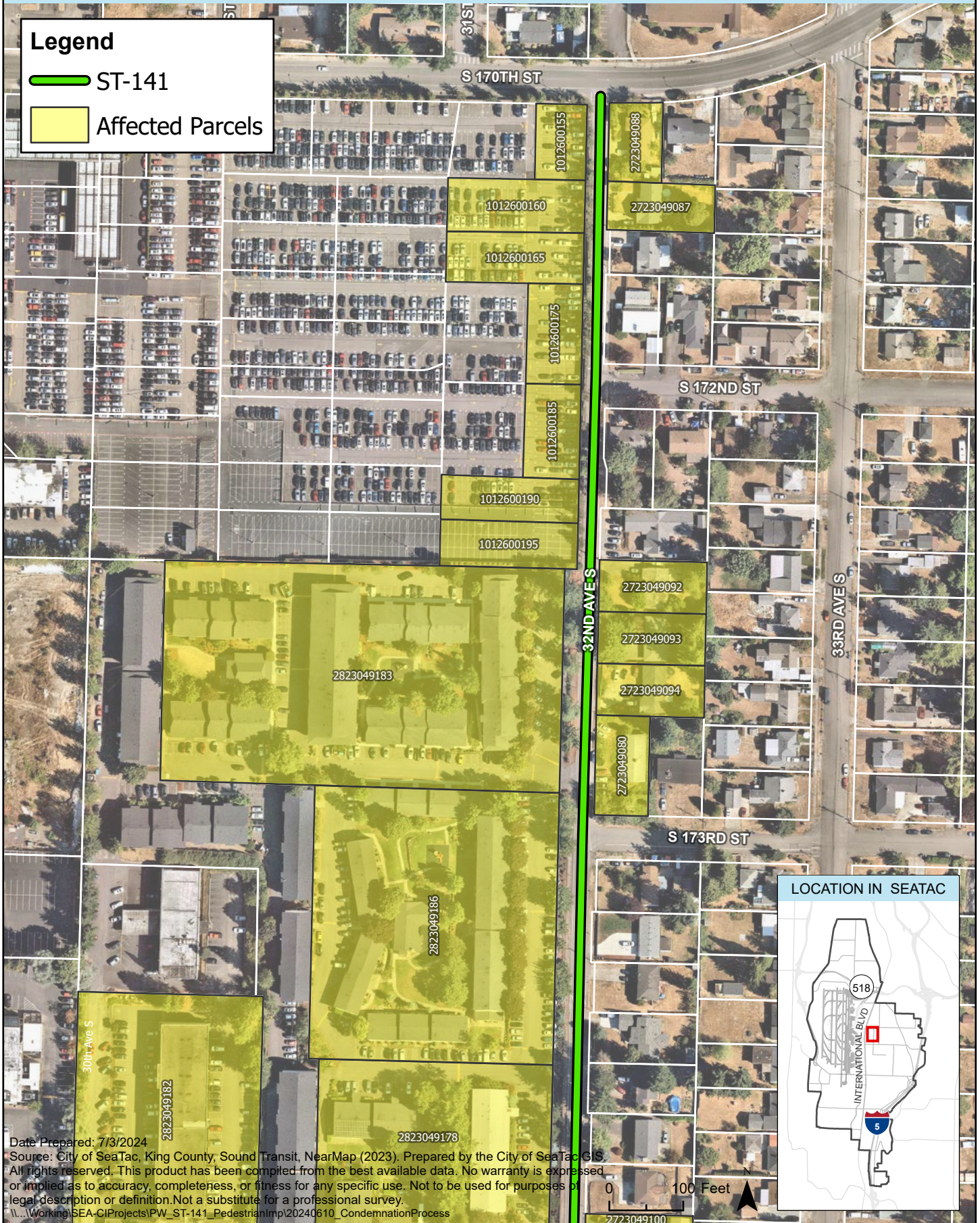
City of SeaTac



Legend

ST-141

Affected Parcels



Date Prepared: 7/3/2024

Source: City of SeaTac, King County, Sound Transit, NearMap (2023). Prepared by the City of SeaTac GIS.

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

\\...Working\SEA-CIP\Projects\PW_ST-141_PedestrianImp\20240610_CondemnationProcess

VICINITY MAP

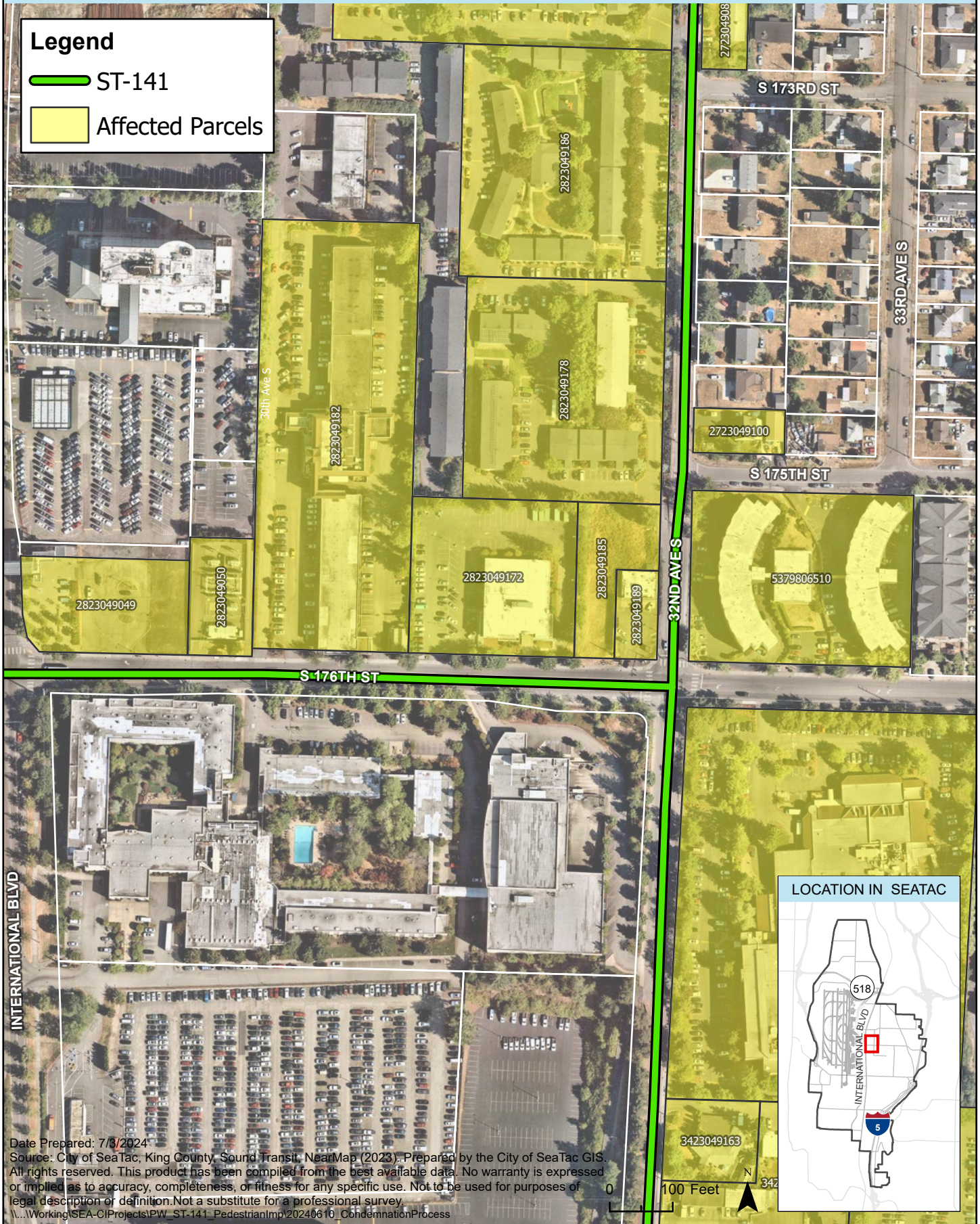
Airport Station Pedestrian Improvement Affected Parcels

City of SeaTac



Legend

- ST-141
- Affected Parcels



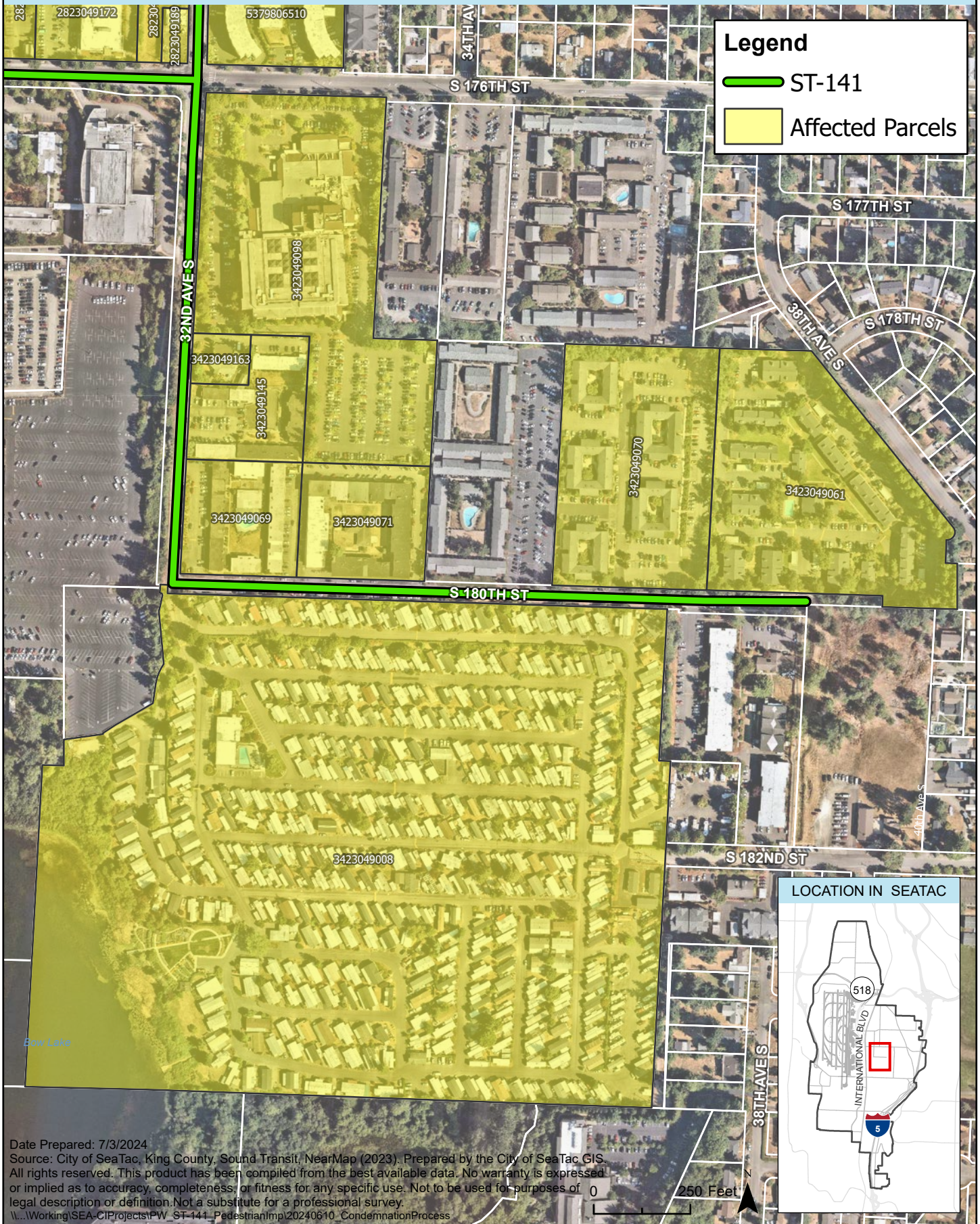
Date Prepared: 7/3/2024

Source: City of SeaTac, King County, Sound Transit, NearMap (2023). Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.
 \\...Working\SEA-CIP\Projects\PW_ST-141_PedestrianImp\20240610_CondemnationProcess

VICINITY MAP

Airport Station Pedestrian Improvement Affected Parcels

City of SeaTac



Date Prepared: 7/3/2024

Source: City of SeaTac, King County, Sound Transit, NearMap (2023). Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.
 \\...Working\SEA-C\Projects\PW_ST-141_PedestrianImp\20240610_CondemnationProcess

EXHIBIT _____
PARCEL NO. 101260-0155
RIGHT OF WAY ACQUISITION

THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 1,575 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 777844, DATED AUGUST 13, 2020)

LOT 2, BLOCK 3, BOWMONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55 OF
PLATS, PAGE 16, RECORDS OF KING COUNTY, WASHINGTON.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

S 170TH ST

EXISTING RIGHT OF WAY \angle
N 88°59'05" W N 88°58'59" W $L=337.92'$ $R=573.15'$
 $\Delta=33°46'50"$

RIGHT OF WAY
AREA = 1575 S.F.±

③
TAX LOT NUMBER
101260-0155

PROPERTY LINE

TAX LOT NUMBER
101260-0160

EXISTING RIGHT OF WAY
N 01°13'37" E
SECTION 28
SECTION 27

32ND AVE S

15.00'

30'
ROW



N.T.S.

DATE: APRIL 24, 2023

FILE: 3.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT ____
PARCEL 101260-0155
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 101260-0160
RIGHT OF WAY ACQUISITION

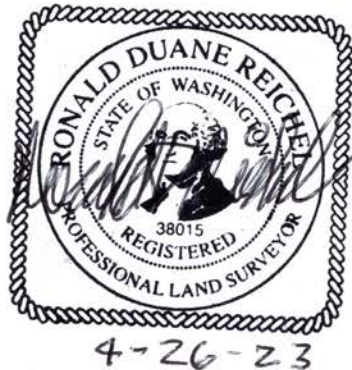
THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 1,050 SQUARE FEET, MORE OR LESS.

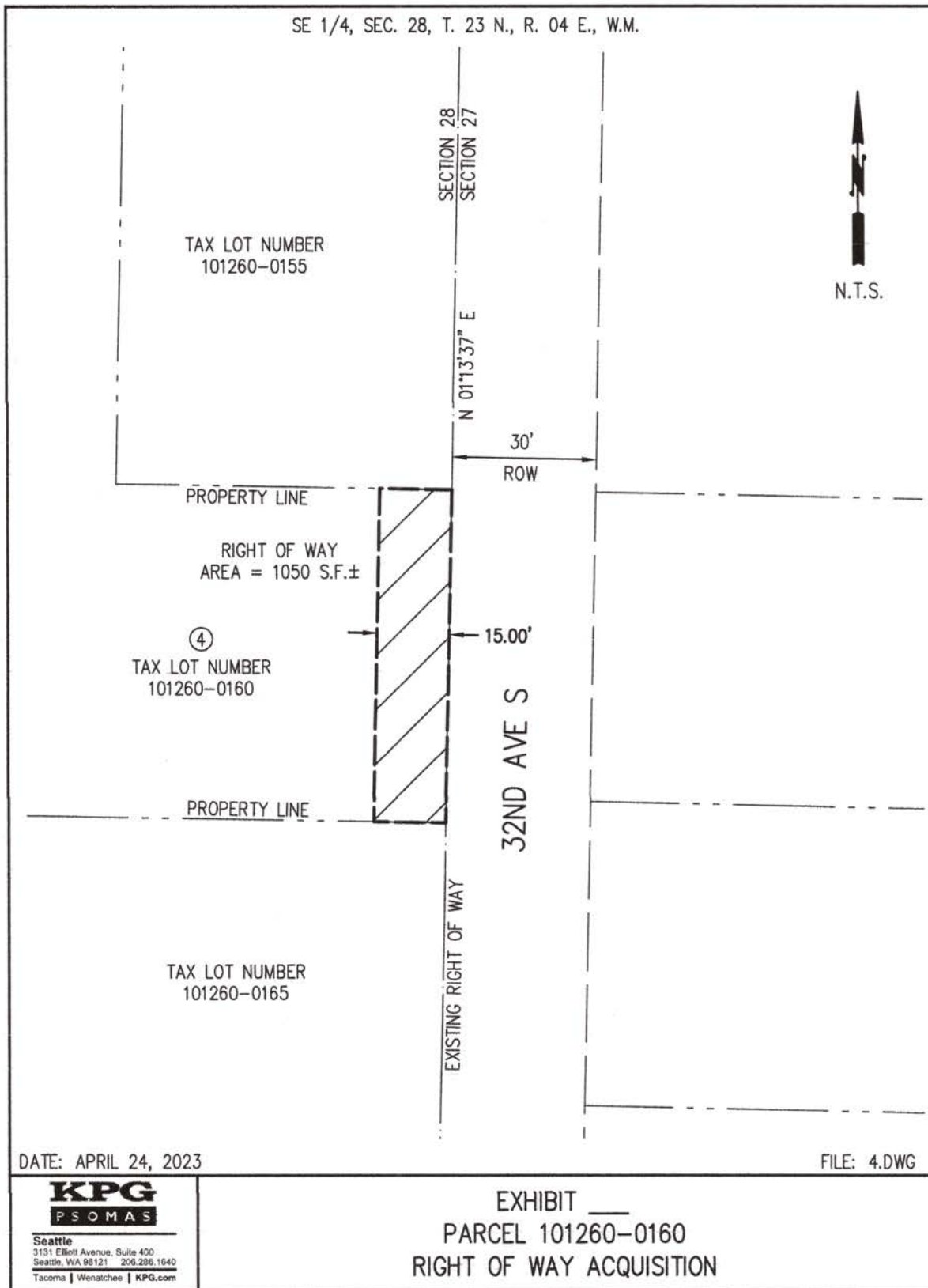
PARCEL "A":

(PER FILE NUMBER 20010628002593, KING COUNTY, WASHINGTON RECORDS, DATED JUNE 26, 2001)

LOT 3 IN BLOCK 3 OF BOWMONT TERRACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 55 OF PLATS AT PAGE(S) 16, RECORDS OF KING COUNTY, WASHINGTON.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 24, 2023

FILE: 4.DWG

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Seattle, WA 98121 206.286.1640
Tacoma Wenatchee KPG.com

EXHIBIT ____
PARCEL 101260-0160
RIGHT OF WAY ACQUISITION

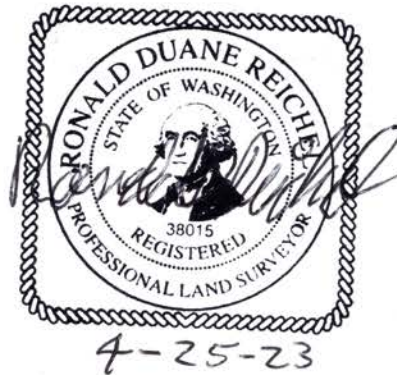
EXHIBIT _____
PARCEL NO. 101260-0165
RIGHT OF WAY ACQUISITION

THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 1,050 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 777847, DATED AUGUST 13, 2020)

LOT 4, BLOCK 3, BOWMONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55 OF
PLATS, PAGE 16, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED 31ST PL S. DISCLOSED BY ORDINANCE RECORDED UNDER
RECORDING NO. 20041122001279.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

TAX LOT NUMBER
101260-0160

SECTION 28
SECTION 27

N 01°13'37" E

PROPERTY LINE

RIGHT OF WAY
AREA = 1050 S.F.±

⑤
TAX LOT NUMBER
101260-0165

30'
ROW

15.00'

32ND AVE S

PROPERTY LINE

EXISTING RIGHT OF WAY

TAX LOT NUMBER
101260-0175



N.T.S.

DATE: APRIL 24, 2023

FILE: 5.DWG

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Seattle, WA 98121 206.286.1640
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EXHIBIT ____
PARCEL 101260-0165
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 101260-0175
RIGHT OF WAY ACQUISITION

THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 2,057 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 777849, DATED AUGUST 13, 2020)

LOT 6, BLOCK 3, BOWMONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55 OF
PLATS, PAGE 16, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED 172ND STREET. DISCLOSED BY ORDINANCE RECORDED
UNDER RECORDING NO. 20071211001899.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

TAX LOT NUMBER
101260-0165

SECTION 28
SECTION 27

PROPERTY LINE

RIGHT OF WAY
AREA = 2057 S.F.±

⑥
TAX LOT NUMBER
101260-0175

PROPERTY LINE

PROPERTY LINE

TAX LOT NUMBER
101260-0185

EXISTING RIGHT OF WAY

15.00'

30'
ROW

32ND AVE S

S 172ND ST

EXISTING RIGHT OF WAY C

N 01°13'37" E



N.T.S.

DATE: APRIL 24, 2023

FILE: 6.DWG

KPG
PSOMAS

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3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT _____
PARCEL 101260-0175
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 101260-0185
RIGHT OF WAY ACQUISITION

THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

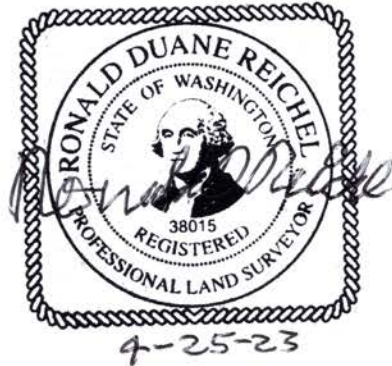
CONTAINING 1899 SQUARE FEET, MORE OR LESS.

PARCEL "A":

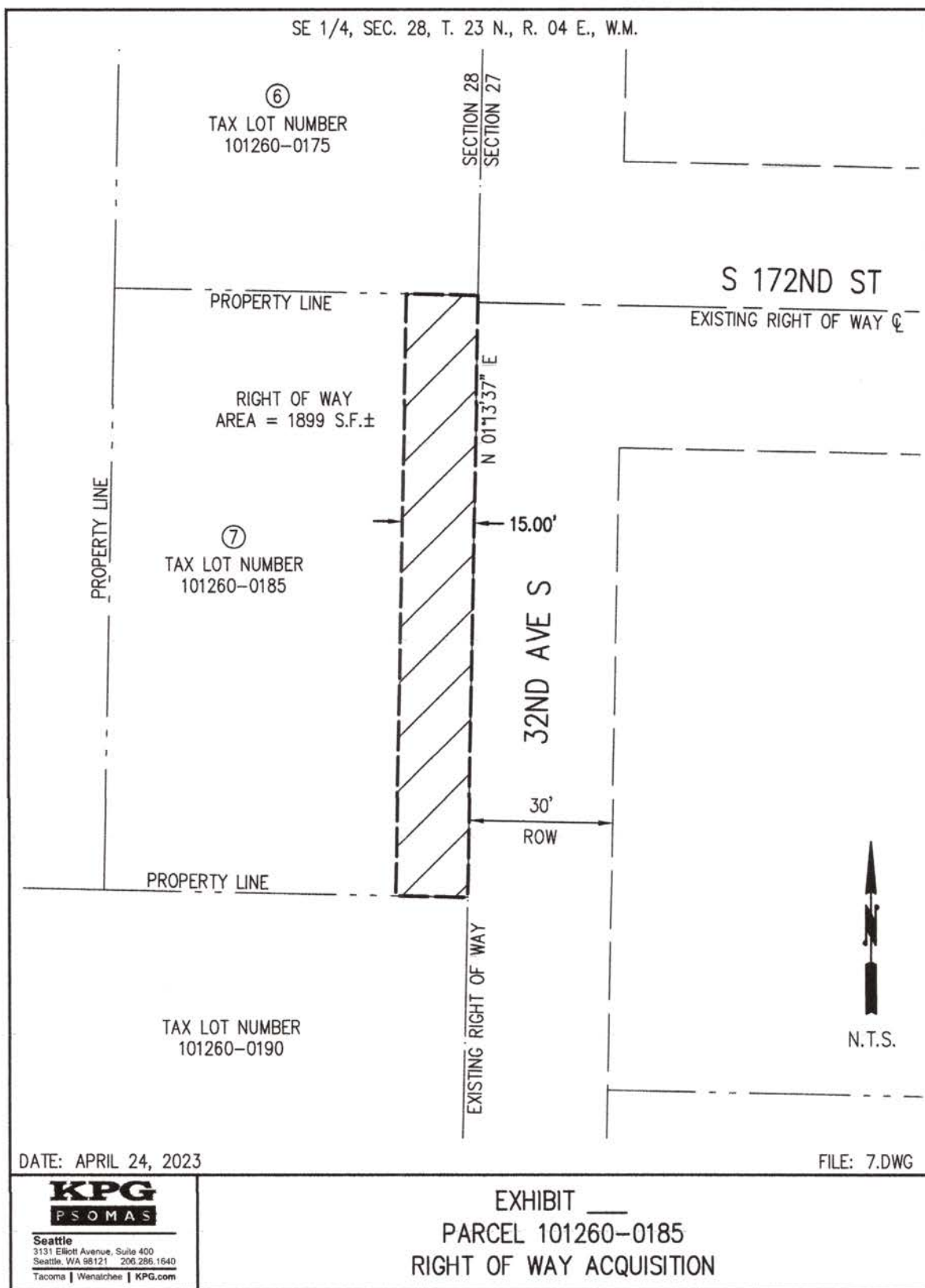
(PER STEWART TITLE COMPANY ORDER NO. 777857, DATED AUGUST 13, 2020)

LOT 2, BLOCK 4, BOWMONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55 OF PLATS, PAGE 16, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED 172ND STREET. DISCLOSED BY ORDINANCE RECORDED UNDER RECORDING NO, 20071211001899.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 24, 2023

FILE: 7.DWG

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Seattle, WA 98121 206.286.1640
Tacoma Wenatchee KPG.com

EXHIBIT ____
PARCEL 101260-0185
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 101260-0190
RIGHT OF WAY ACQUISITION

THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 900 SQUARE FEET, MORE OR LESS.

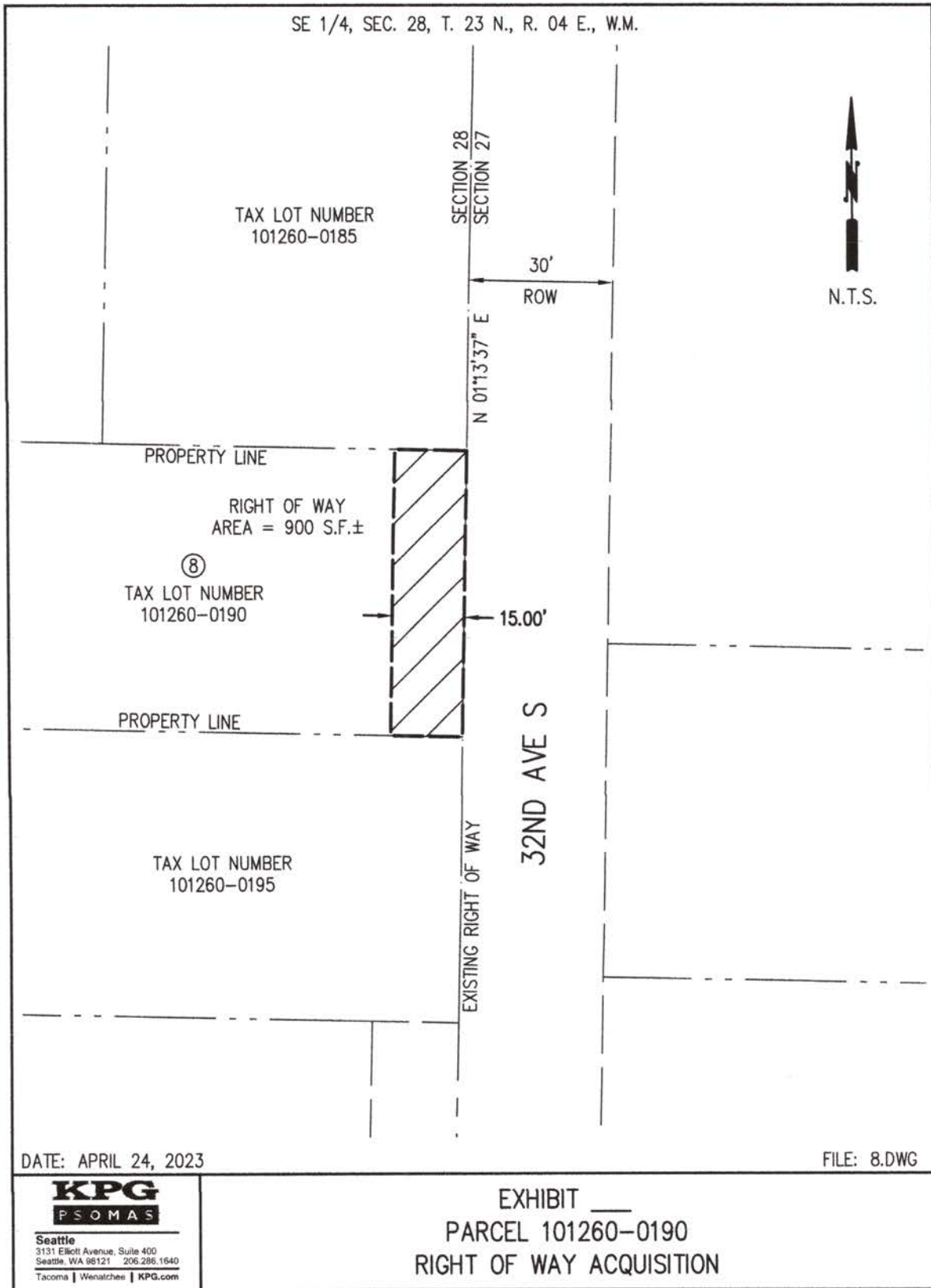
PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 777859, DATED AUGUST 13, 2020)

LOT 3, BLOCK 4, BOWMONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55 OF
PLATS, PAGE 16, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED 31ST STREET S. DISCLOSED BY ORDINANCE RECORDED
UNDER RECORDING NO, 20071211001899.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 24, 2023

FILE: 8.DWG

KPG
PSOMAS

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3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.296.1640
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EXHIBIT ____
PARCEL 101260-0190
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 101260-0195
RIGHT OF WAY ACQUISITION

THE EAST 15.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

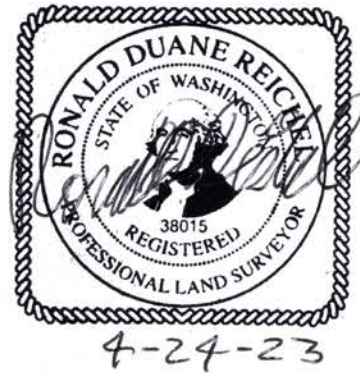
CONTAINING 900 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777860, DATED AUGUST 13, 2020)

LOTS 11 AND 12, BLOCK 2 AND LOT 4, BLOCK 4, BOWMONT TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55 OF PLATS, PAGE 16, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED 31ST PLACE S, DISCLOSED BY ORDINANCE RECORDED UNDER RECORDING NO, 20071211001899



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

TAX LOT NUMBER
101260-0190

30'
ROW

RIGHT OF WAY
AREA = 900 S.F.±

⑨
TAX LOT NUMBER
101260-0195

15.00'

32ND AVE S

TAX LOT NUMBER
282304-9183

EXISTING RIGHT OF WAY

EXISTING RIGHT OF WAY @ N 01°13'37" E



DATE: APRIL 21, 2023

FILE: 9.DWG

KPG
PSOMAS

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3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT ____
PARCEL 101260-0195
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 282304-9183
TEMPORARY CONSTRUCTION EASEMENT

THE SOUTH 35.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING EAST OF A LINE THAT IS 35.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH.

CONTAINING 595 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777863, DATED OCTOBER 26, 2020)

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 28;
THENCE NORTH 01°13'23" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1,318.22 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF THE PLAT OF BOWMONT TERRACE, AS PER PLAT RECORDED IN VOLUME 55 OF PLATS, PAGE 16, RECORDS OF KING COUNTY;
THENCE NORTH 88°47'53" WEST, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°47'53" WEST, A DISTANCE OF 540.00 FEET;
THENCE SOUTH 01°13'23" WEST, A DISTANCE OF 297.58 FEET;
THENCE SOUTH 88°25'29" EAST, A DISTANCE OF 540.00 TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND LYING 18 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 28;
THENCE NORTH 01°13'23" EAST, A DISTANCE OF 301.00 FEET TO THE TRUE POINT OF BEGINNING.

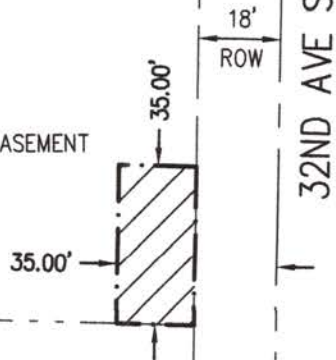


SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



⑩
TAX LOT NUMBER
282304-9183

TEMPORARY CONSTRUCTION EASEMENT
AREA = 595 S.F.±



TAX LOT NUMBER
282304-9186

S 173RD ST

DATE: APRIL 21, 2023

FILE: 10.DWG

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PSOMAS

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Seattle, WA 98121 206.286.1640
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EXHIBIT ____
PARCEL 282304-9183
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 282304-9186
TEMPORARY CONSTRUCTION EASEMENT

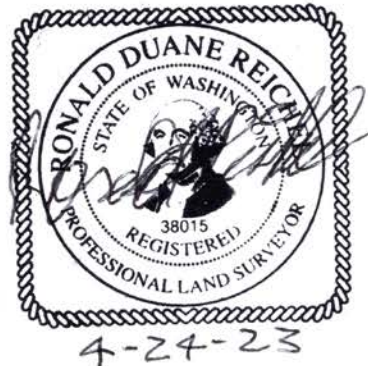
THE SOUTH 240.50 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING EAST OF A LINE THAT IS 20.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH.

CONTAINING 481 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777864, DATED SEPTEMBER 9, 2020)

THE NORTH 370.00 FEET IN WIDTH OF THE SOUTH 1017.00 FEET IN WIDTH OF THE WEST 331.00 FEET IN WIDTH OF THE EAST 349.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



⑪
TAX LOT NUMBER
282304-9186

TEMPORARY CONSTRUCTION EASEMENT
AREA = 481 S.F.±

240.50'

EXISTING RIGHT OF WAY

EXISTING RIGHT OF WAY

32ND AVE S

N 01°13'37" E

20.00'

18'
ROW

PROPERTY LINE

TAX LOT NUMBER
282304-9178

DATE: APRIL 21, 2023

FILE: 11.DWG

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EXHIBIT ____
PARCEL 282304-9186
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 282304-9178
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER BEING ON THE WESTERLY MARGIN OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID WESTERLY MARGIN, 250.00 FEET;

THENCE NORTH 88° 46' 23" WEST, 2.00 FEET TO A LINE THAT IS 20.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 105.80 FEET;

THENCE NORTH 88° 46' 23" WEST, 3.00 FEET TO A LINE THAT IS 23.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 34.10 FEET;

THENCE SOUTH 88° 46' 23" EAST, 3.00 FEET TO SAID LINE THAT IS 20.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 110.11 FEET TO THE NORTH LINE OF SAID PARCEL "A";

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTH LINE, 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 602 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777861, DATED SEPTEMBER 9, 2020)

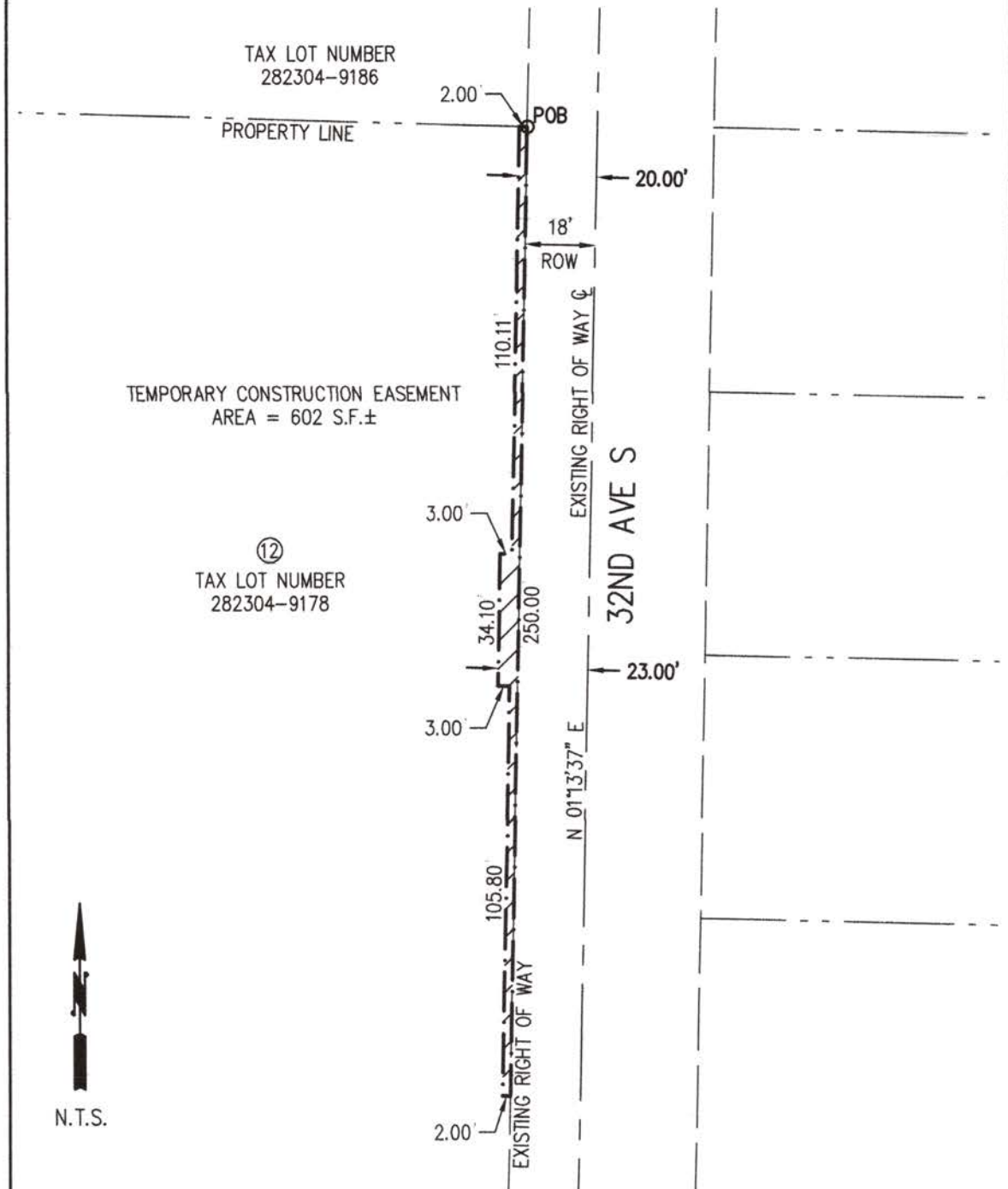
THE EAST 338 FEET OF THE NORTH 355 FEET OF THE SOUTH 647 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD BY DEEDS RECORDED UNDER RECORDING NOS. 5746663 AND 9505040893.



4-24-23

SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 21, 2023

FILE: 12.DWG

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EXHIBIT ____
PARCEL 282304-9178
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 282304-9185
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ON THE WESTERLY MARGIN OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID WESTERLY MARGIN, 59.09 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88° 46' 23" WEST, 4.00 FEET TO A LINE THAT IS 24.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 47.89 FEET TO THE BOUNDARY OF SAID TRACT AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 192 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, SAID CORNER BEING ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTHERLY MARGIN, 36.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01° 34' 45" EAST, 0.50 FEET TO A LINE THAT IS 42.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 25.00 FEET TO THE BOUNDARY OF SAID TRACT AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 13 SQUARE FEET, MORE OR LESS.

TOTAL RIGHT OF WAY ACQUISITION CONTAINING 205 SQUARE FEET, MORE OR LESS.

TRACT:

(PER CHICAGO TITLE COMPANY ORDER NO. 94645-06, DATED DECEMBER 22, 2017)

PARCEL A:

THE NORTHERLY 250.00 FEET OF THE SOUTHERLY 292.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE WESTERLY 515.00 FEET THEREOF; AND

13-ROW.DOCX

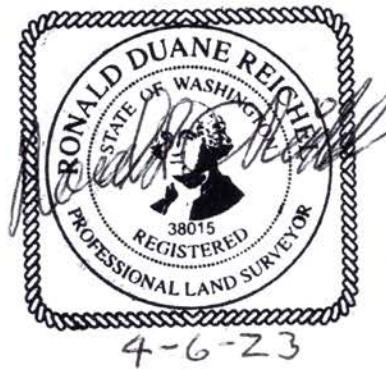
EXCEPT THE EASTERLY 88.00 FEET OF THE SOUTHERLY 155.00 FEET THEREOF; AND

EXCEPT THE EAST 20 FEET THEREOF.

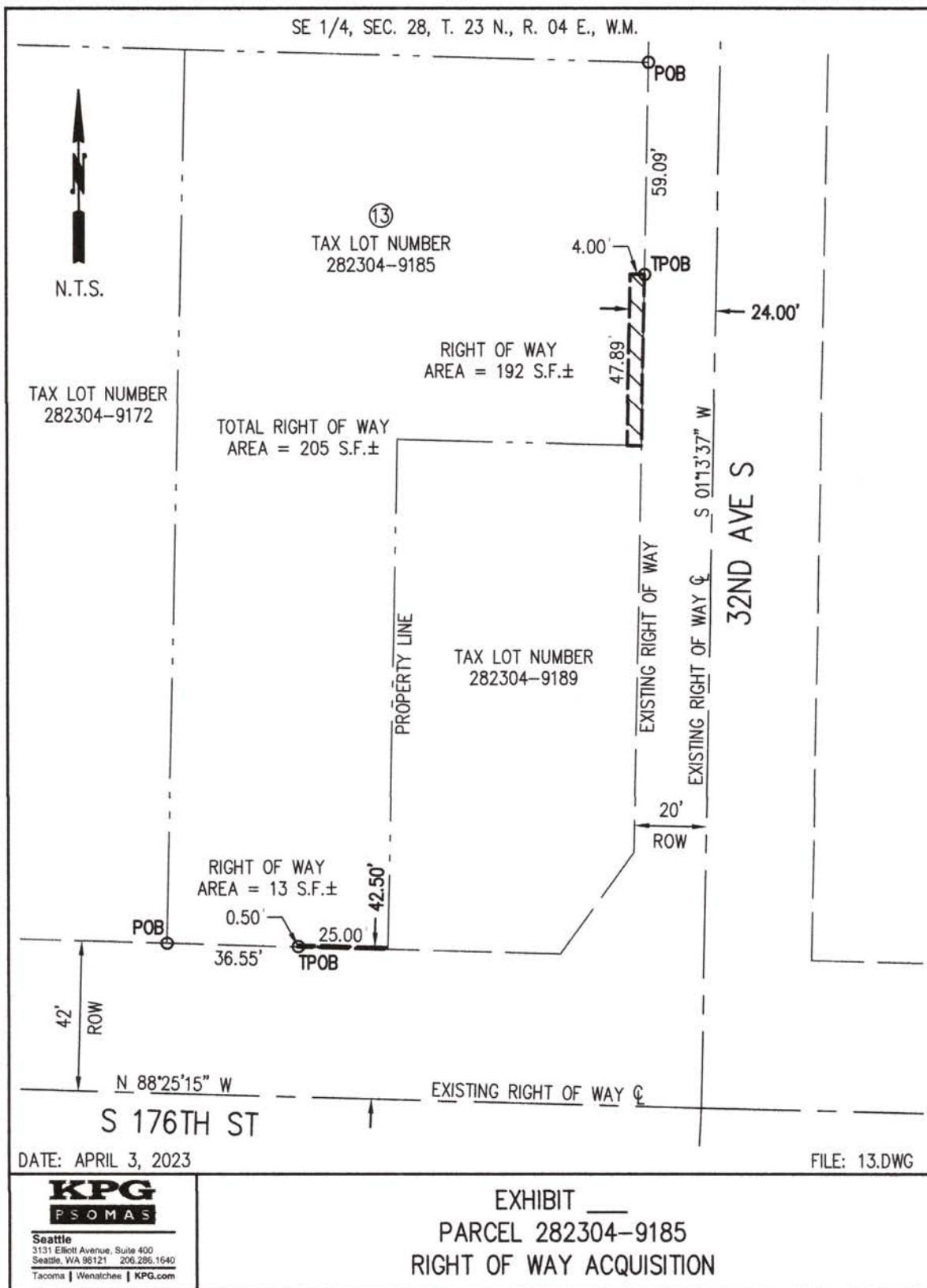
PARCEL B:

THE NORTH 12 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THE NORTHERLY 155.00 FEET IN WIDTH OF THE SOUTHERLY 197.00 FEET IN WIDTH OF THE EAST 88.00
FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 20 FEET THEREOF.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 3, 2023

FILE: 13.DWG

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EXHIBIT _____
PARCEL 282304-9185
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 282304-9185
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ON THE WESTERLY MARGIN OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID WESTERLY MARGIN, 59.09 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88° 46' 23" WEST, 4.00 FEET TO A LINE THAT IS 24.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 47.89 FEET TO THE BOUNDARY OF SAID TRACT;

THENCE NORTH 88° 25' 15" WEST ALONG SAID BOUNDARY, 6.50 FEET TO A LINE THAT IS 30.50 FEET WESTERLY TO AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 9.18 FEET;

THENCE NORTH 88° 46' 23" WEST, 5.00 FEET TO A LINE THAT IS 35.50 FEET WESTERLY TO AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 42.00 FEET;

THENCE NORTH 88° 46' 23" WEST, 5.00 FEET TO A LINE THAT IS 40.50 FEET WESTERLY TO AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 55.88 FEET TO THE NORTH LINE OF SAID TRACT;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTH LINE, 20.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,700 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, SAID CORNER BEING ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTHERLY MARGIN, 36.55 FEET;

THENCE NORTH 01° 34' 45" EAST, 0.50 FEET TO A LINE THAT IS 42.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 25.00 FEET TO THE BOUNDARY OF SAID TRACT;

THENCE NORTH 01° 13' 37" EAST ALONG SAID BOUNDARY, 2.50 FEET TO A LINE THAT IS 45.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 61.55 FEET TO THE WEST LINE OF SAID TRACT;

THENCE SOUTH 01° 20' 04" WEST ALONG SAID WEST LINE, 3.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 172 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1,872 SQUARE FEET, MORE OR LESS.

TRACT:

(PER CHICAGO TITLE COMPANY ORDER NO. 94645-06, DATED DECEMBER 22, 2017)

PARCEL A:

THE NORTHERLY 250.00 FEET OF THE SOUTHERLY 292.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE WESTERLY 515.00 FEET THEREOF; AND

EXCEPT THE EASTERLY 88.00 FEET OF THE SOUTHERLY 155.00 FEET THEREOF; AND

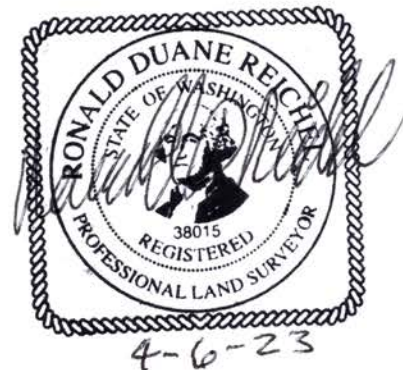
EXCEPT THE EAST 20 FEET THEREOF.

PARCEL B:

THE NORTH 12 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHERLY 155.00 FEET IN WIDTH OF THE SOUTHERLY 197.00 FEET IN WIDTH OF THE EAST 88.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 20 FEET THEREOF.



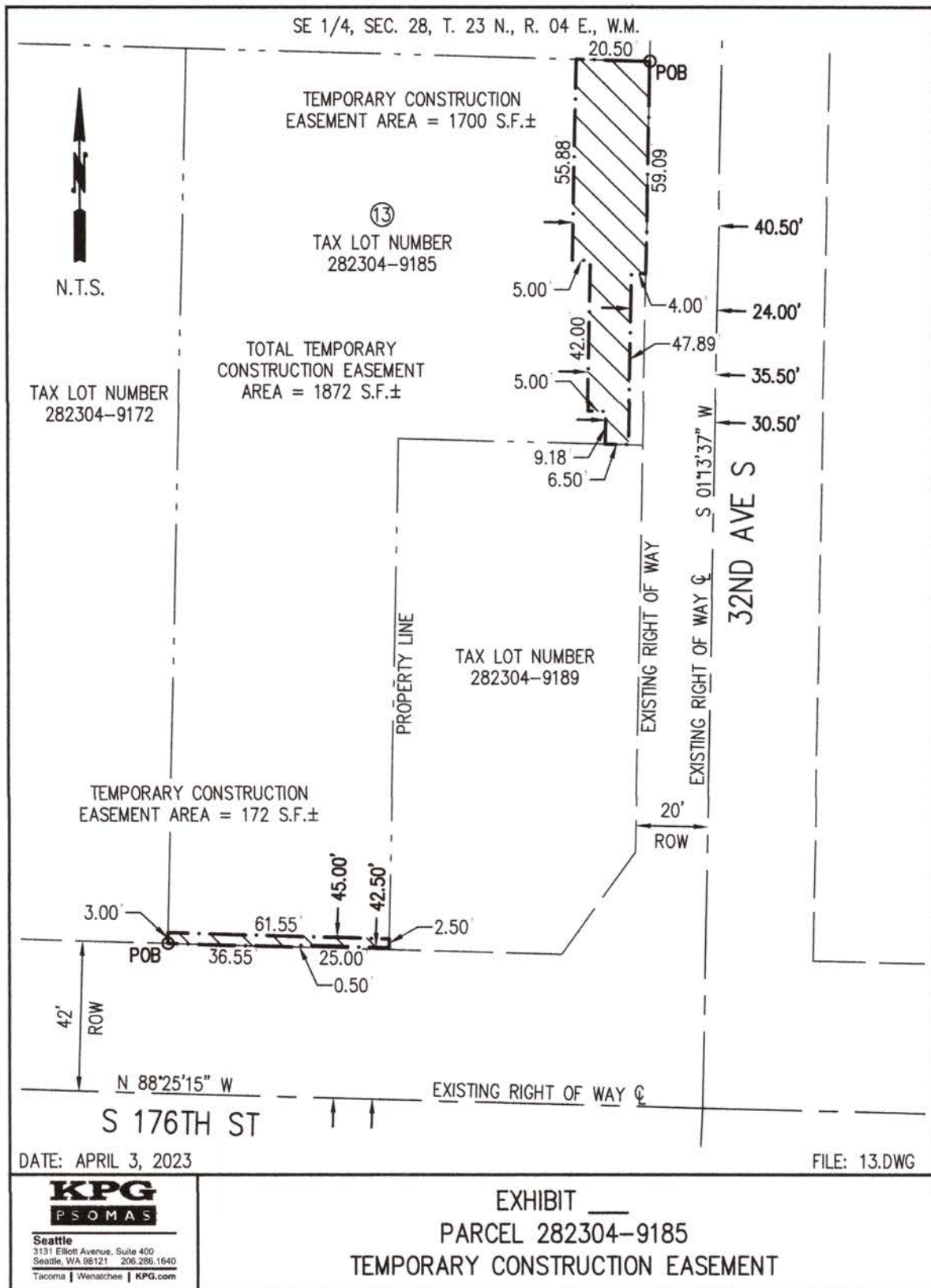


EXHIBIT _____
PARCEL NO. 282304-9189
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EASTERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 24.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 118.05 FEET TO A LINE THAT IS 1.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE WESTERLY MARGIN OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 35° 55' 57" WEST ALONG SAID PARALLEL LINE, 30.23 FEET TO THE NORTHERLY MARGIN OF SOUTH 176TH STREET AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 497 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 9.78 FEET;

THENCE SOUTH 01° 34' 45" WEST, 0.50 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 176TH STREET AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 5 SQUARE FEET, MORE OR LESS.

TOTAL RIGHT OF WAY ACQUISITION CONTAINING 502 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777869, DATED AUGUST 24, 2020)

THE NORTHERLY 155.00 FEET IN WIDTH OF THE SOUTHERLY 197.00 FEET IN WIDTH OF THE EAST 88.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF SEATAC DISCLOSED BY RECORDING NOS. 9601310109 AND 9601310110;

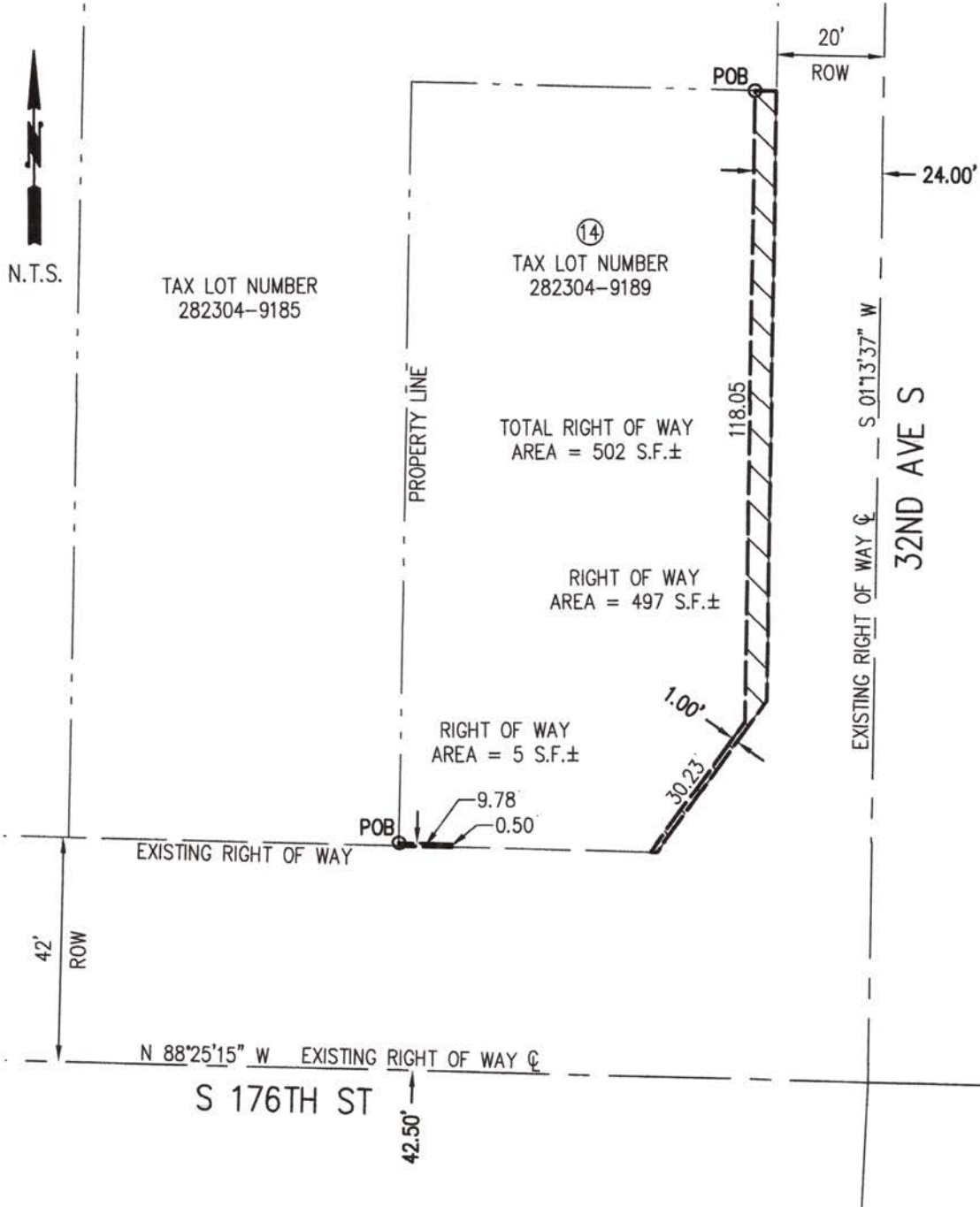
AND EXCEPT THE NORTHERLY 12 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHERLY 155 FEET IN WIDTH OF THE SOUTHERLY 197 FEET IN WIDTH OF THE EAST 88 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.



4-6-23

SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 3, 2023

FILE: 14.DWG

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EXHIBIT _____
PARCEL 282304-9189
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 282304-9189
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 24.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 118.05 FEET TO A LINE THAT IS 1.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE WESTERLY MARGIN OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 35° 55' 57" WEST ALONG SAID PARALLEL LINE, 30.23 FEET TO THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID NORTHERLY MARGIN, 46.79 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 13' 37" EAST ALONG SAID WEST LINE, 7.00 FEET TO A LINE THAT IS 49.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 33.45 FEET TO A LINE THAT IS 16.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE WESTERLY MARGIN OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 35° 55' 57" EAST ALONG SAID PARALLEL LINE, 20.29 FEET TO A LINE THAT IS 43.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 13.10 FEET;

THENCE SOUTH 88° 46' 23" EAST, 5.00 FEET TO A LINE THAT IS 38.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 38.00 FEET;

THENCE SOUTH 88° 46' 23" EAST, 10.00 FEET TO A LINE THAT IS 28.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 68.06 FEET TO SAID NORTH LINE OF PARCEL "A";

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTH LINE, 4.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID PARCEL "A" LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 9.78 FEET;

THENCE SOUTH 01° 34' 45" WEST, 0.50 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 176TH STREET AND TERMINUS OF SAID DESCRIBED LINE.

TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1,698 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777869, DATED AUGUST 24, 2020)

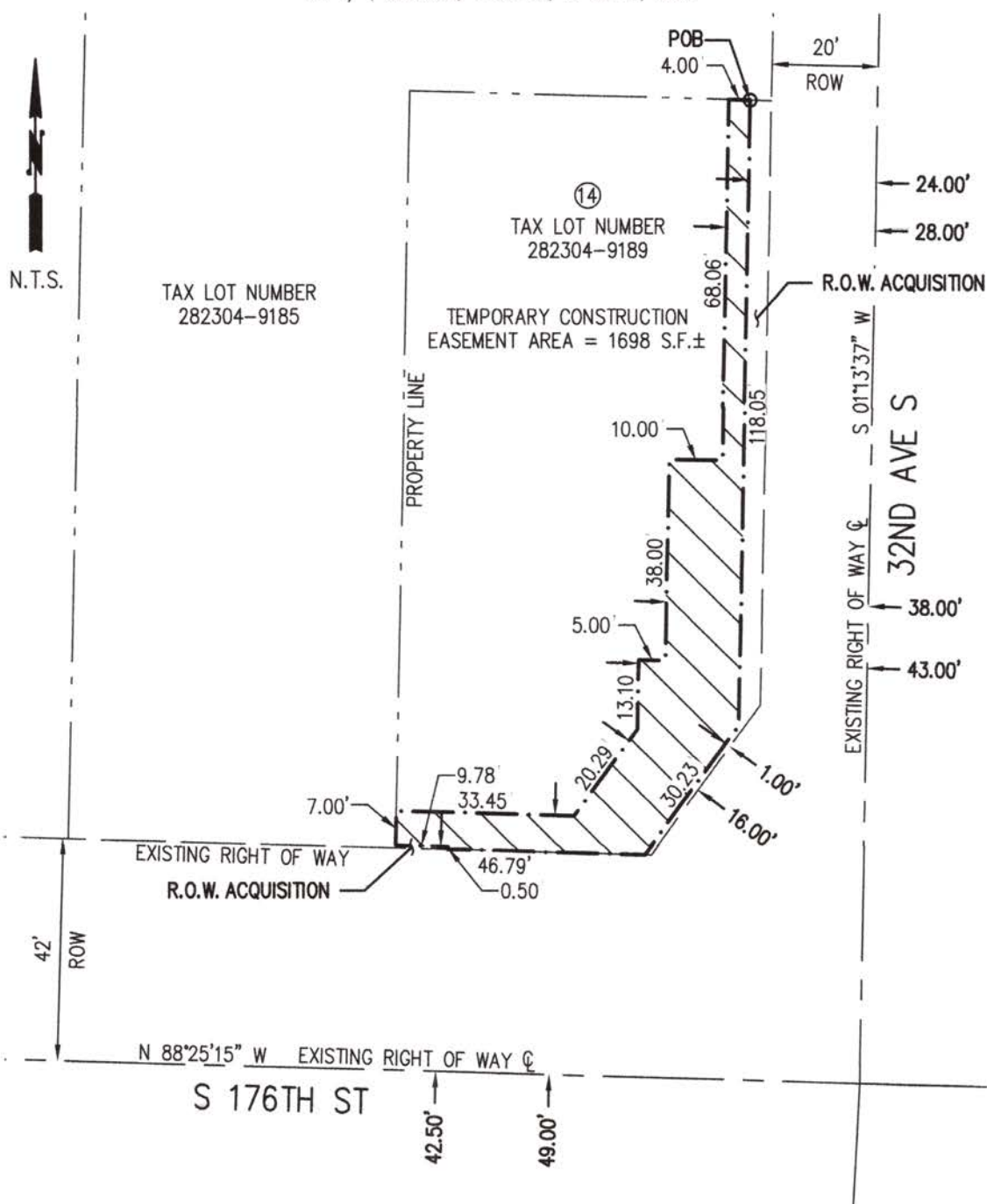
THE NORTHERLY 155.00 FEET IN WIDTH OF THE SOUTHERLY 197.00 FEET IN WIDTH OF THE EAST 88.00 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF SEATAC DISCLOSED BY RECORDING NOS. 9601310109 AND 9601310110;

AND EXCEPT THE NORTHERLY 12 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THE NORTHERLY 155 FEET IN WIDTH OF THE SOUTHERLY 197 FEET IN WIDTH OF THE EAST 88 FEET IN WIDTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: APRIL 3, 2023

FILE: 14.DWG

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EXHIBIT _____
PARCEL 282304-9189
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 282304-9172
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER BEING ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTHERLY MARGIN, 29.49 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A";

THENCE NORTH 01° 34' 45" EAST, 1.50 FEET TO A LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 29.50 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 01° 20' 04" WEST ALONG SAID WEST LINE, 1.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 44 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE SOUTH 88° 25' 15" ALONG THE NORTHERLY MARGIN OF SOUTH 176TH STREET, 70.91 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01° 34' 45" EAST, 1.50 FEET TO A LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 76.48 FEET;

THENCE SOUTH 01° 34' 45" WEST, 1.50 FEET TO SAID NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID NORTHERLY MARGIN, 76.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 115 SQUARE FEET, MORE OR LESS.

TOTAL RIGHT OF WAY ACQUISITION AREA CONTAINING 159 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER RAINIER TITLE ORDER NO. 801679, DATED NOVEMBER 10, 2021)

THE NORTH 250 FEET OF THE SOUTH 292 FEET OF THE EAST 265 FEET
OF THE WEST 515 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH,
RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON.

15-ROW.DOCX

Page 1 of 1
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TACOMA · SEATTLE



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



N.T.S.

PROPERTY LINE

TAX LOT NUMBER
282304-9182

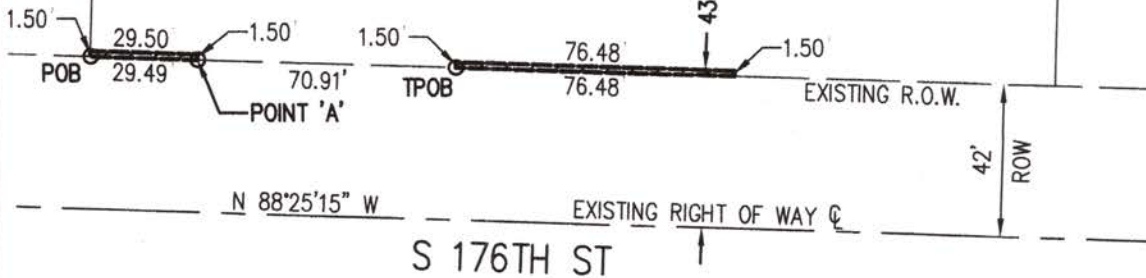
TAX LOT NUMBER
282304-9185

(15)
TAX LOT NUMBER
282304-9172

TOTAL RIGHT OF WAY
AREA = 159 S.F.±

RIGHT OF WAY
AREA = 44 S.F.±

RIGHT OF WAY
AREA = 115 S.F.±



DATE: APRIL 4, 2023

FILE: 15.DWG

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EXHIBIT ____
PARCEL 282304-9172
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 282304-9172
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 29.50 FEET;

THENCE SOUTH 01° 34' 45" WEST 1.50 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" ALONG SAID NORTHERLY MARGIN, 70.91 FEET;

THENCE NORTH 01° 34' 45" EAST, 1.50 FEET TO SAID LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 35.53 FEET;

THENCE NORTH 01° 34' 45" EAST, 7.00 FEET TO A LINE THAT IS 50.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 22.00 FEET;

THENCE SOUTH 01° 34' 45" WEST, 7.00 FEET TO SAID LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 18.95 FEET;

THENCE SOUTH 01° 34' 45" WEST, 1.50 FEET TO SAID NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID NORTHERLY MARGIN, 14.55 FEET;

THENCE NORTH 01° 34' 45" EAST, 9.50 FEET TO A LINE THAT IS 51.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 56.50 FEET;

THENCE SOUTH 01° 34' 45" WEST, 7.00 FEET TO A LINE THAT IS 44.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 74.02 FEET;

THENCE NORTH 01° 34' 45" EAST, 15.50 FEET TO A LINE THAT IS 60.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 37.93 FEET;

THENCE SOUTH 01° 34' 45" WEST, 14.00 FEET TO A LINE THAT IS 46.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST, 23.00 FEET TO SAID WEST LINE OF PARCEL "A";

THENCE SOUTH 01° 20' 04" WEST ALONG SAID WEST LINE, 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,184 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER BEING ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID NORTHERLY MARGIN, 35.50 FEET;

THENCE NORTH 01° 34' 45" EAST, 5.00 FEET TO A LINE THAT IS 47.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 16.00 FEET;

THENCE SOUTH 01° 34' 45" WEST, 2.00 FEET TO A LINE THAT IS 45.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 19.49 FEET TO THE EAST LINE OF SAID PARCEL "A";

THENCE SOUTH 01° 20' 04" WEST, 3.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 138 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1,322 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER RAINIER TITLE ORDER NO. 801679, DATED NOVEMBER 10, 2021)

THE NORTH 250 FEET OF THE SOUTH 292 FEET OF THE EAST 265 FEET OF THE WEST 515 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON.



4-12-13

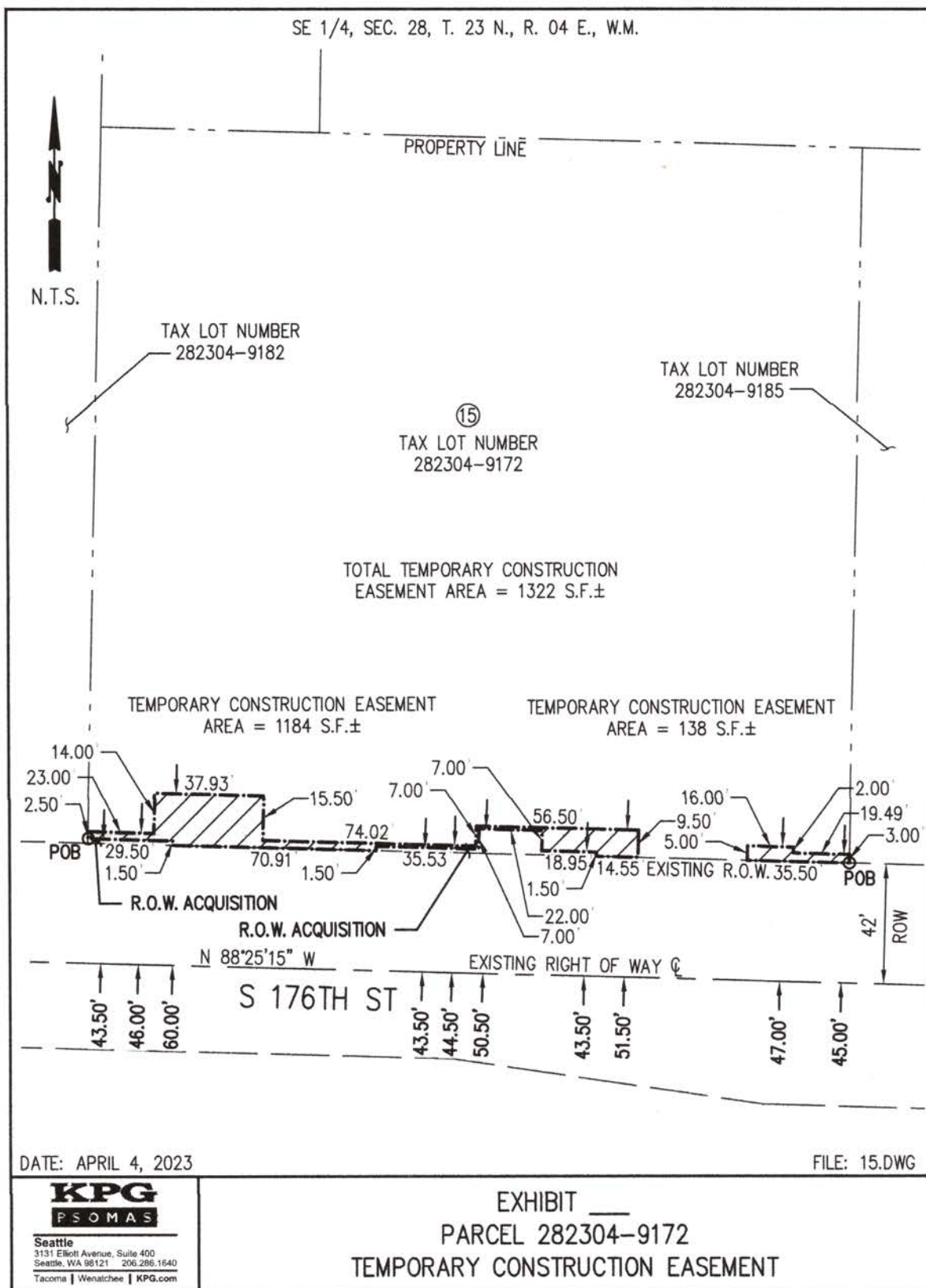


EXHIBIT _____
PARCEL NO. 282304-9172
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER BEING ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" ALONG SAID NORTHERLY MARGIN, 100.41 FEET;

THENCE NORTH 01° 34' 45" EAST, 1.50 FEET TO A LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 35.53 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 22.00 FEET;

THENCE NORTH 01° 34' 45" EAST, 7.00 FEET TO A LINE THAT IS 50.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 22.00 FEET;

THENCE SOUTH 01° 34' 45" WEST, 7.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 154 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER RAINIER TITLE ORDER NO. 801679, DATED NOVEMBER 10, 2021)

THE NORTH 250 FEET OF THE SOUTH 292 FEET OF THE EAST 265 FEET OF THE WEST 515 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



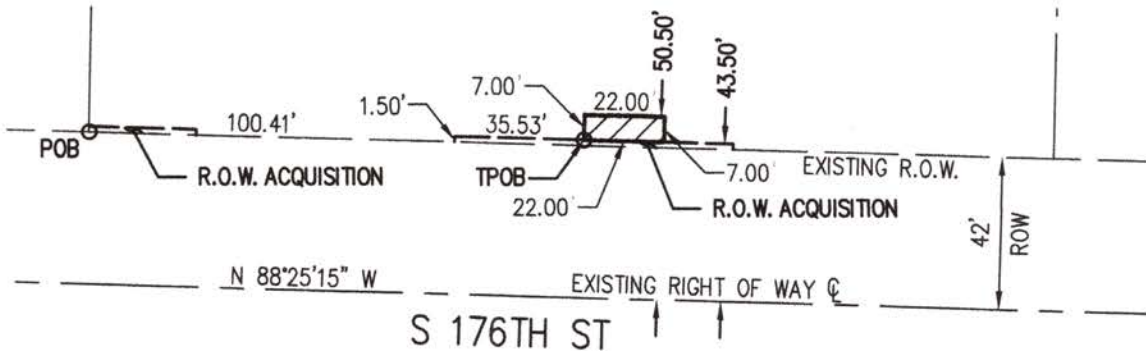
N.T.S.

TAX LOT NUMBER
282304-9182

TAX LOT NUMBER
282304-9185

⑮
TAX LOT NUMBER
282304-9172

UTILITY EASEMENT
AREA = 154 S.F.±



DATE: APRIL 4, 2023

FILE: 15.DWG

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PSOMAS

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Seattle, WA 98121 206.286.1640
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EXHIBIT ____
PARCEL 282304-9172
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 282304-9182
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID NORTHERLY MARGIN, 3.66 FEET;

THENCE NORTH 01° 34' 45" EAST, 1.50 FEET TO A LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 3.65 FEET TO THE EAST LINE OF SAID TRACT;

THENCE SOUTH 01° 20' 04" WEST ALONG SAID EAST LINE, 1.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 5 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783099, DATED OCTOBER 22, 2020)

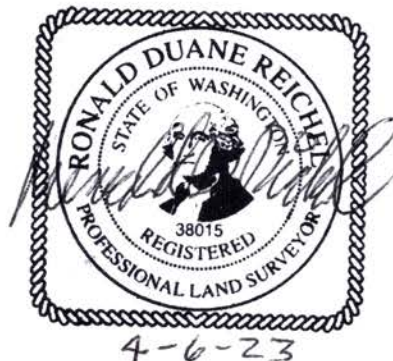
PARCEL A:

THE WEST 250 FEET OF THE NORTH 280 FEET OF THE SOUTH 322 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5746663;

PARCEL B:

THE WEST 250 FEET OF THE NORTH 407 FEET OF THE SOUTH 729 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON



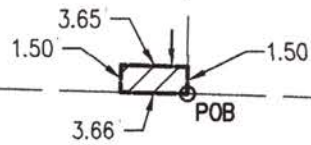
SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

①⑥
TAX LOT NUMBER
282304-9182

TAX LOT NUMBER
282304-9172



RIGHT OF WAY
AREA = 5 S.F.±



42'
ROW

EXISTING RIGHT OF WAY C

N 88°25'15" W

S 176TH ST

43.50'

DATE: APRIL 5, 2023

FILE: 16.DWG

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EXHIBIT ____
PARCEL 282304-9182
RIGHT OF WAY ACQUISITION

EXHIBIT ____
PARCEL NO. 282304-9182
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND A LINE THAT IS 43.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 3.65 FEET;

THENCE SOUTH 01° 34' 45" WEST, 1.50 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID NORTHERLY MARGIN, 246.35 FEET TO THE WEST LINE OF SAID TRACT;

THENCE NORTH 01° 20' 04" EAST, 4.50 FEET TO A LINE THAT IS 46.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 3.00 FEET;

THENCE SOUTH 01° 34' 45" WEST, 2.50 FEET TO A LINE THAT IS 44.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 91.50 FEET;

THENCE NORTH 01° 34' 45" EAST, 1.00 FEET TO A LINE THAT IS 45.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 6.00 FEET;

THENCE SOUTH 01° 34' 45" WEST, 2.50 FEET TO A LINE THAT IS 42.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 84.00 FEET;

THENCE NORTH 01° 34' 45" EAST, 3.50 FEET TO A LINE THAT IS 46.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 65.52 FEET TO SAID EAST LINE OF TRACT;

THENCE SOUTH 01° 20' 04" WEST ALONG SAID EAST LINE, 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 513 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783099, DATED OCTOBER 22, 2020)

PARCEL A:

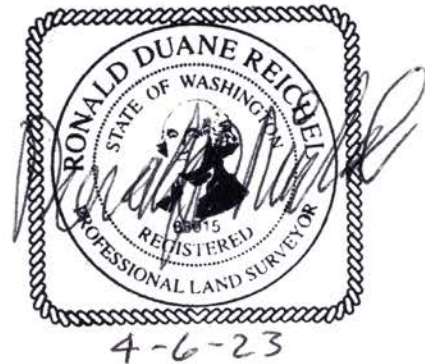
THE WEST 250 FEET OF THE NORTH 280 FEET OF THE SOUTH 322 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

16-TCE.DOCX

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5746663;

PARCEL B:

THE WEST 250 FEET OF THE NORTH 407 FEET OF THE SOUTH 729 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

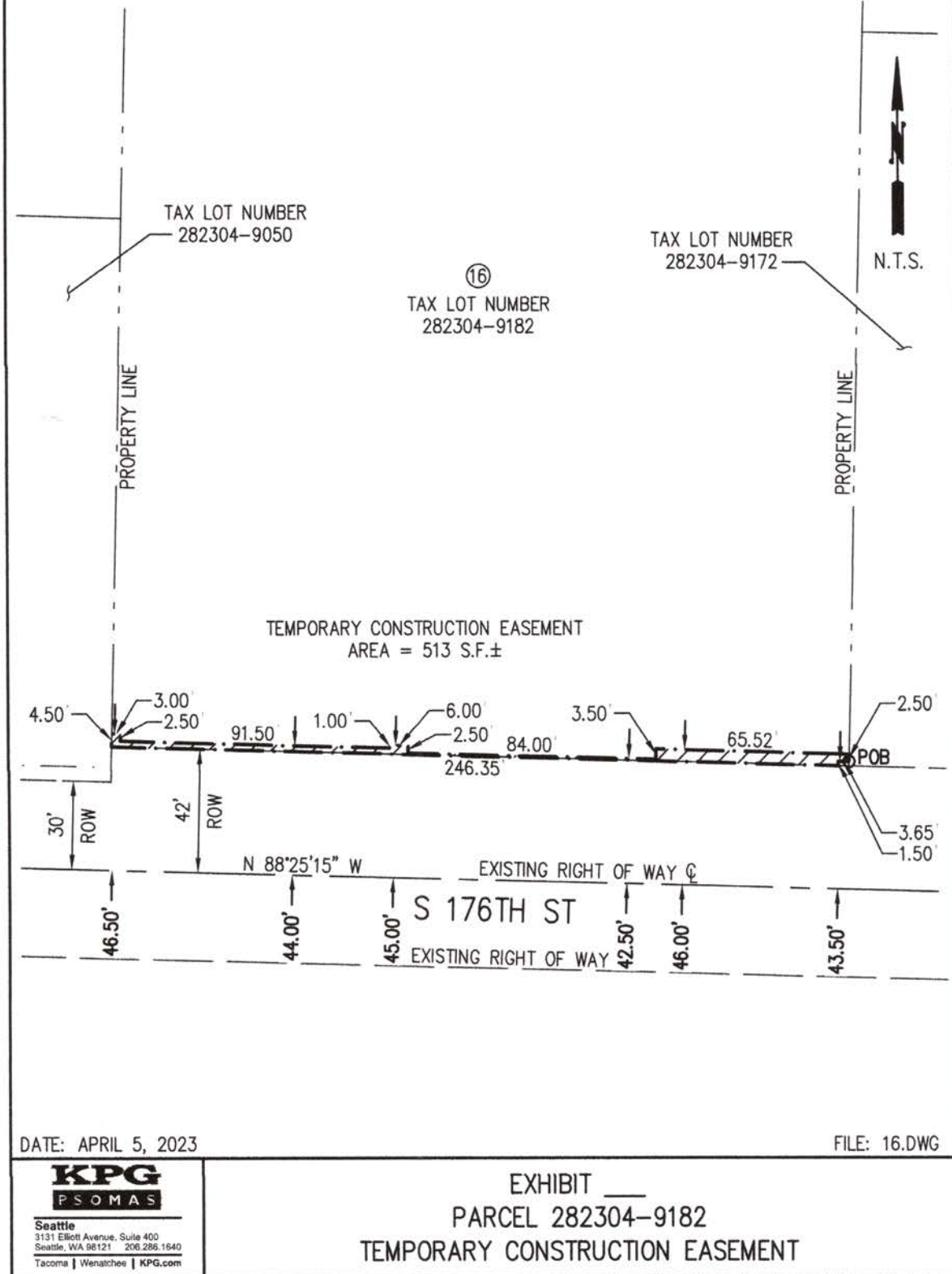


EXHIBIT _____
PARCEL NO. 282304-9050
RIGHT OF WAY ACQUISITION

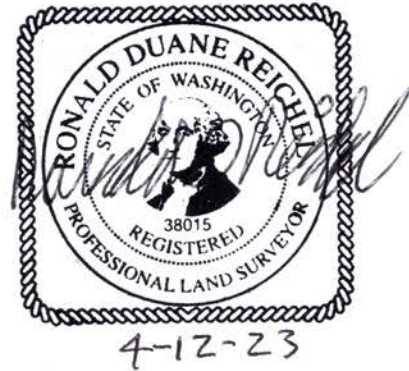
THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING SOUTH OF A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET.

CONTAINING 1,023 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777866, DATED SEPTEMBER 9, 2020)

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 0°37' EAST 792.5 FEET ALONG THE EASTERLY LINE OF SAID SUBDIVISION;
THENCE SOUTH 89°50' WEST 101.92 FEET TO A POINT NORTH 89°50' EAST 230 FEET FROM THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°50' EAST 101.82 FEET;
THENCE SOUTH 0°37' EAST 494.64 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE NORTH LINE OF THE COUNTY ROAD;
THENCE WESTERLY ALONG THE COUNTY ROAD 102.34 FEET TO A POINT 230 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH TO THE TRUE POINT OF BEGINNING;
EXCEPT THE NORTH 180 FEET MEASURED ALONG THE EAST LINE.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



PROPERTY LINE

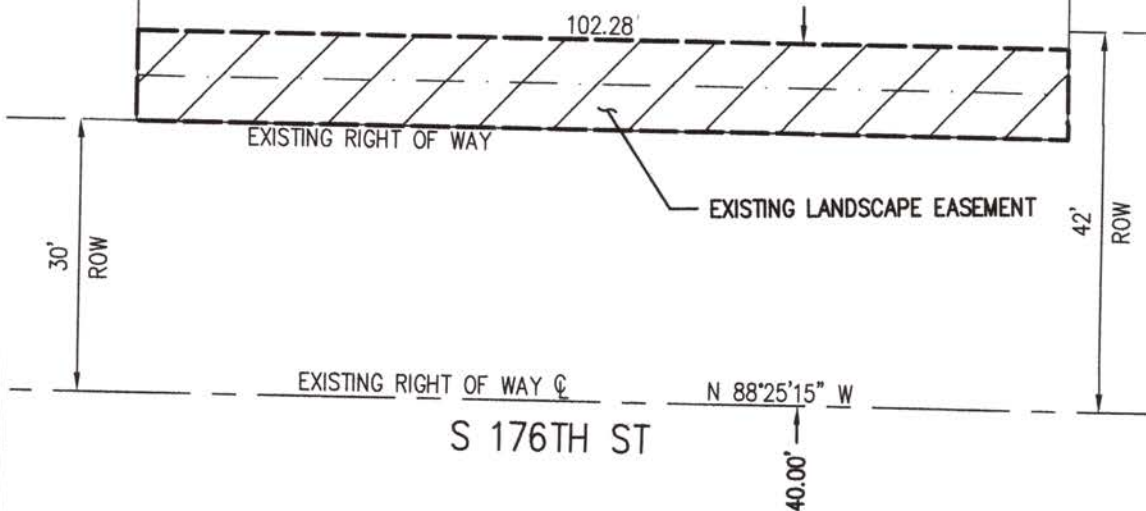
TAX LOT NUMBER
282304-9049

⑪
TAX LOT NUMBER
282304-9050

TAX LOT NUMBER
282304-9182

PROPERTY LINE

RIGHT OF WAY
AREA = 1023 S.F.±



DATE: APRIL 5, 2023

FILE: 17.DWG

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Seattle, WA 98121 206.286.1640
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EXHIBIT ____
PARCEL 282304-9050
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 282304-9050
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTH OF A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET AND SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 44.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 99.27 FEET;

THENCE NORTH 01° 34' 45" EAST, 2.50 FEET TO A LINE THAT IS 46.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 2.99 FEET TO THE EAST LINE OF SAID PARCEL "A" AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 417 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777866, DATED SEPTEMBER 9, 2020)

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 0°37' EAST 792.5 FEET ALONG THE EASTERLY LINE OF SAID SUBDIVISION;

THENCE SOUTH 89°50' WEST 101.92 FEET TO A POINT NORTH 89°50" EAST 230 FEET FROM THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION AND THE TRUE POINT OF BEGINNING;

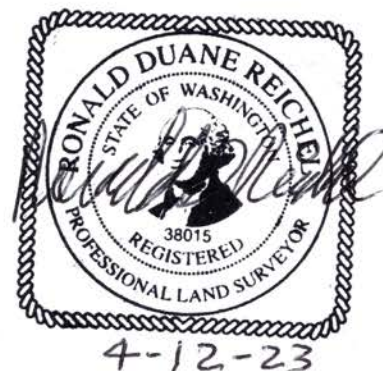
THENCE NORTH 89°50' EAST 101.82 FEET;

THENCE SOUTH 0°37' EAST 494.64 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE NORTH LINE OF THE COUNTY ROAD;

THENCE WESTERLY ALONG THE COUNTY ROAD 102.34 FEET TO A POINT 230 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE NORTH TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 180 FEET MEASURED ALONG THE EAST LINE.



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

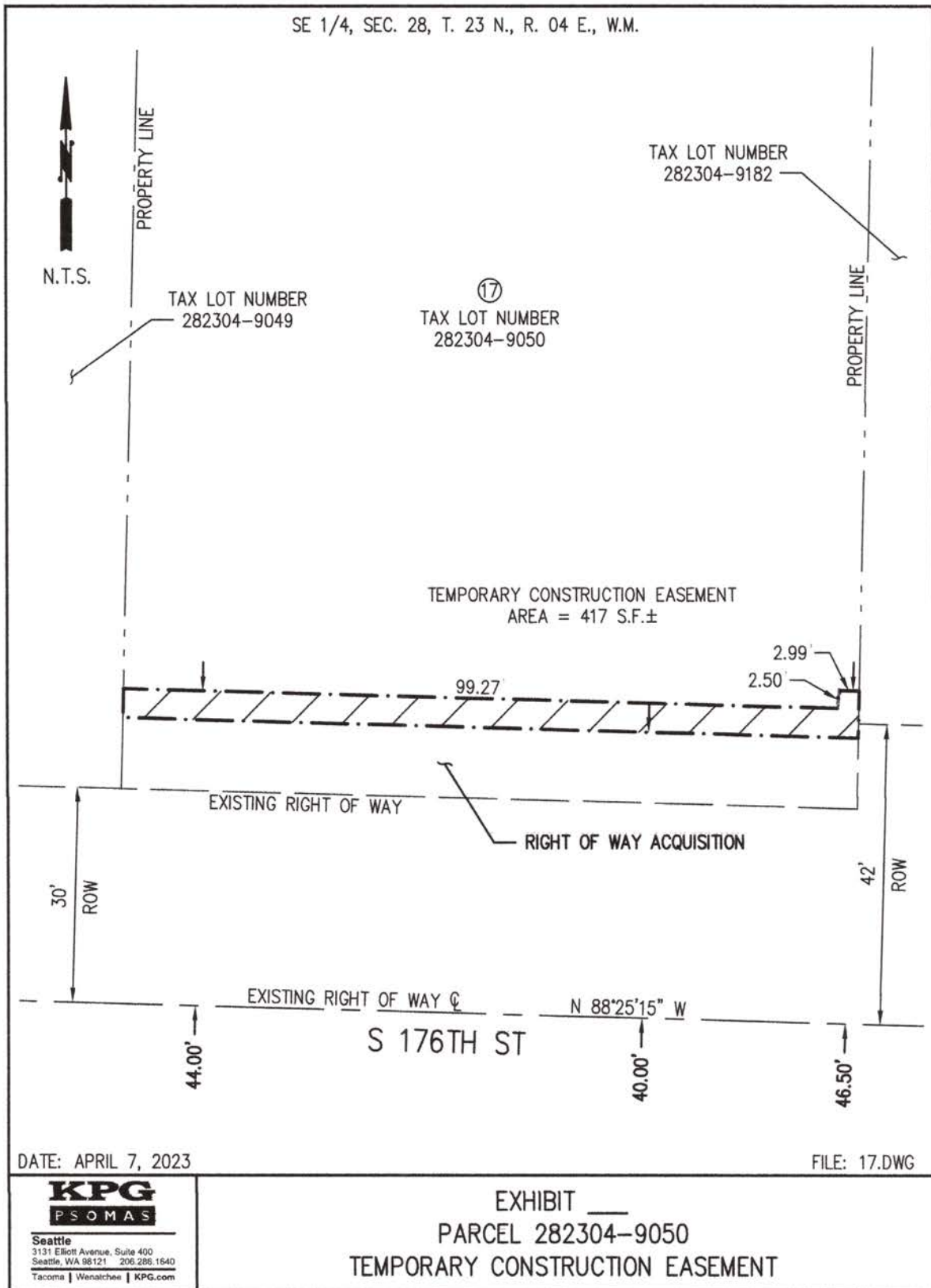


EXHIBIT _____
PARCEL NO. 282304-9049
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING SOUTHERLY OF A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET.

CONTAINING 2,413 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 783097, DATED OCTOBER 22, 2020)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE ROAD NO. 1 (HIGHWAY 99) AND THE NORTH LINE OF THE COUNTY ROAD (SOUTH 176TH STREET);

THENCE SOUTH 88°24'53" EAST, 131.78 FEET;

THENCE NORTH 01°24'32" EAST, 150 FEET;

THENCE NORTH 88°24'53" WEST, 140.03 FEET TO THE EAST LINE OF STATE ROAD NO. 1;

THENCE SOUTH 01°44'15" EAST, 150.25 FEET, TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE ROAD NO. 1 (HIGHWAY 99) AND THE NORTH LINE OF THE COUNTY ROAD (SOUTH 176TH STREET);

THENCE SOUTH 88°24'53" EAST, 131.78 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 88°24'53" EAST, 140 FEET;

THENCE NORTH 01°24'32" EAST, 150 FEET;

THENCE NORTH 88°24'53" WEST, 140 FEET;

THENCE SOUTH 01°24'32" WEST, 150 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF STATE ROAD NO. 1 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 95-2-19000-6;



4-3-23

SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.

TAX LOT NUMBER
282304-9193

TAX LOT NUMBER
282304-9050

(18)
TAX LOT NUMBER
282304-9049

RIGHT OF WAY
AREA = 2413 S.F.±

246.56'

40.00'

S 176TH ST

N 88°25'15" W

EXISTING RIGHT OF WAY C

30'
ROW

SR 99/INTERNATIONAL BLVD

N 01°44'15" W

EXISTING RIGHT OF WAY C

N 01°44'15" W

N.T.S.

DATE: MARCH 30, 2023

FILE: 18.DWG

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Seattle, WA 98121 206.286.1640
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EXHIBIT ____
PARCEL 282304-9049
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 282304-9049
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL "A" AND A LINE THAT IS 41.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 40.00 FEET;

THENCE SOUTH 01° 24' 10" WEST, 1.50 FEET TO A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 131.53 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A";

THENCE NORTH 01° 34' 45" EAST, 4.00 FEET TO A LINE THAT IS 44.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 35.50 FEET;

THENCE NORTH 01° 34' 45" EAST, 11.50 FEET TO A LINE THAT IS 55.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 53.00 FEET;

THENCE SOUTH 01° 34' 45" WEST, 11.50 FEET TO SAID LINE THAT IS 44.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 25' 15" EAST ALONG SAID PARALLEL LINE, 83.02 FEET TO SAID EAST LINE OF PARCEL "A";

THENCE SOUTH 01° 24' 10" WEST ALONG SAID EAST LINE, 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,236 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE NORTH 88° 25' 15" WEST ALONG SAID LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 176TH STREET, 64.09 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88° 25' 15" WEST ALONG SAID PARALLEL LINE, 10.94 FEET TO THE EASTERLY MARGIN OF STATE ROUTE 99 (INTERNATIONAL BOULEVARD);

THENCE NORTH 45° 07' 50" WEST ALONG SAID EASTERLY MARGIN, 15.55 FEET;

THENCE CONTINUING ALONG SAID EASTERLY MARGIN NORTH 10° 50' 39" WEST, 5.00 FEET;

THENCE NORTH 79° 09' 21" EAST, 7.50 FEET;

THENCE SOUTH 10° 50' 39" EAST, 2.69 FEET;

18-TCE.DOCX

THENCE SOUTH 45° 07' 50" EAST, 21.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 167 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1,403 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 783097, DATED OCTOBER 22, 2020)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE ROAD NO. 1 (HIGHWAY 99) AND THE
NORTH LINE OF THE COUNTY ROAD (SOUTH 176TH STREET);

THENCE SOUTH 88°24'53" EAST, 131.78 FEET;

THENCE NORTH 01°24'32" EAST, 150 FEET;

THENCE NORTH 88°24'53" WEST, 140.03 FEET TO THE EAST LINE OF STATE ROAD NO. 1;

THENCE SOUTH 01°44'15" EAST, 150.25 FEET, TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE ROAD NO. 1 (HIGHWAY 99) AND THE
NORTH LINE OF THE COUNTY ROAD (SOUTH 176TH STREET);

THENCE SOUTH 88°24'53" EAST, 131.78 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 88°24'53" EAST, 140 FEET;

THENCE NORTH 01°24'32" EAST, 150 FEET;

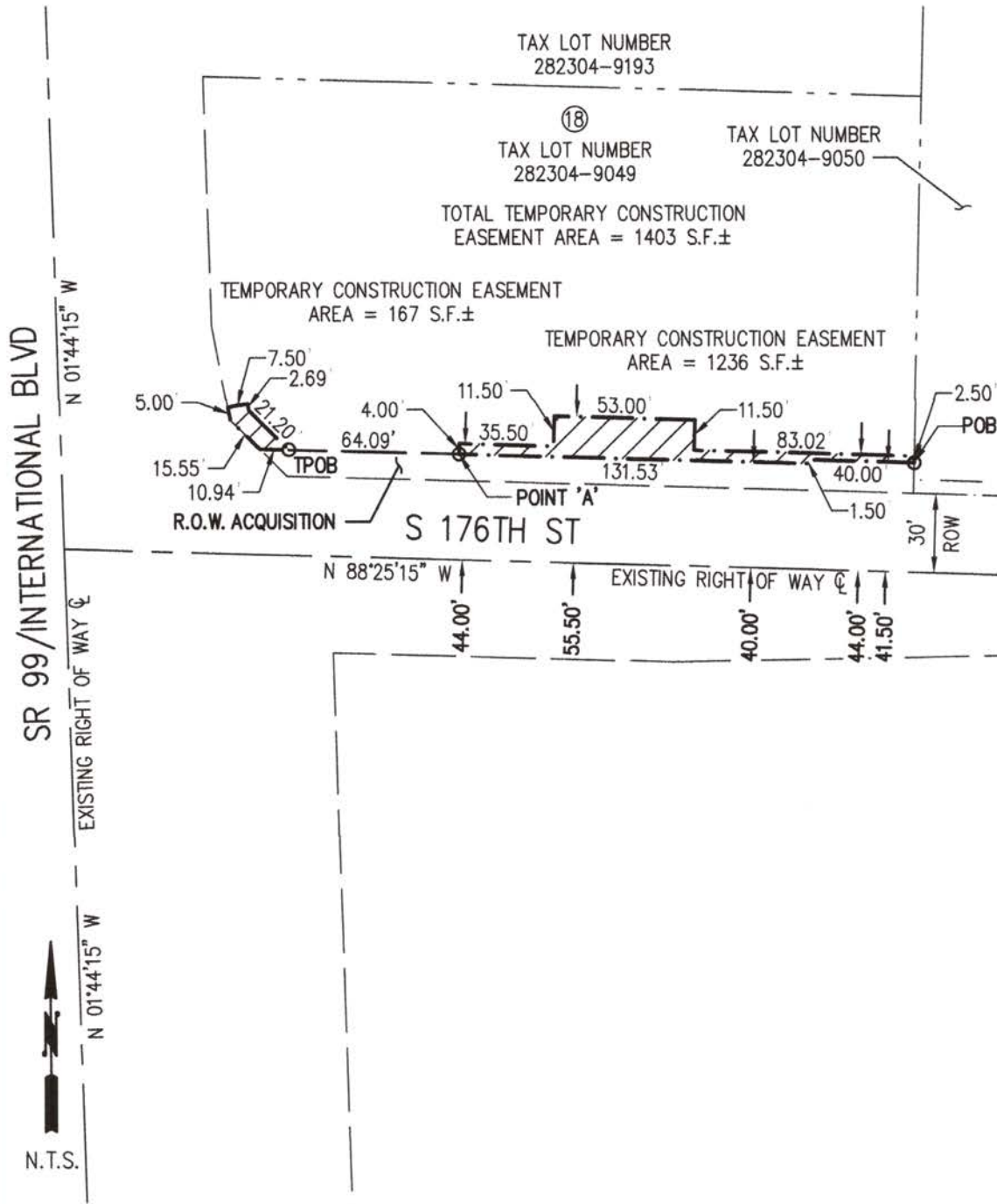
THENCE NORTH 88°24'53" WEST, 140 FEET;

THENCE SOUTH 01°24'32" WEST, 150 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF STATE ROAD NO. 1 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE
NO. 95-2-19000-6;



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: MARCH 30, 2023

FILE: 18.DWG

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EXHIBIT _____
PARCEL 282304-9049
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 282304-9049
UTILITY EASEMENT

THE EASTERLY 40.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING NORTHERLY OF A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET AND SOUTHERLY OF A LINE THAT IS 41.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE.

CONTAINING 60 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 783097, DATED OCTOBER 22, 2020)

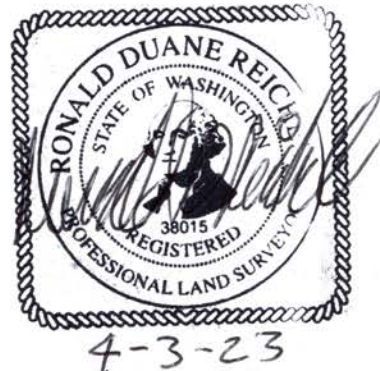
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE ROAD NO. 1 (HIGHWAY 99) AND THE NORTH LINE OF THE COUNTY ROAD (SOUTH 176TH STREET);
THENCE SOUTH 88°24'53" EAST, 131.78 FEET;
THENCE NORTH 01°24'32" EAST, 150 FEET;
THENCE NORTH 88°24'53" WEST, 140.03 FEET TO THE EAST LINE OF STATE ROAD NO. 1;
THENCE SOUTH 01°44'15" EAST, 150.25 FEET, TO THE POINT OF BEGINNING;

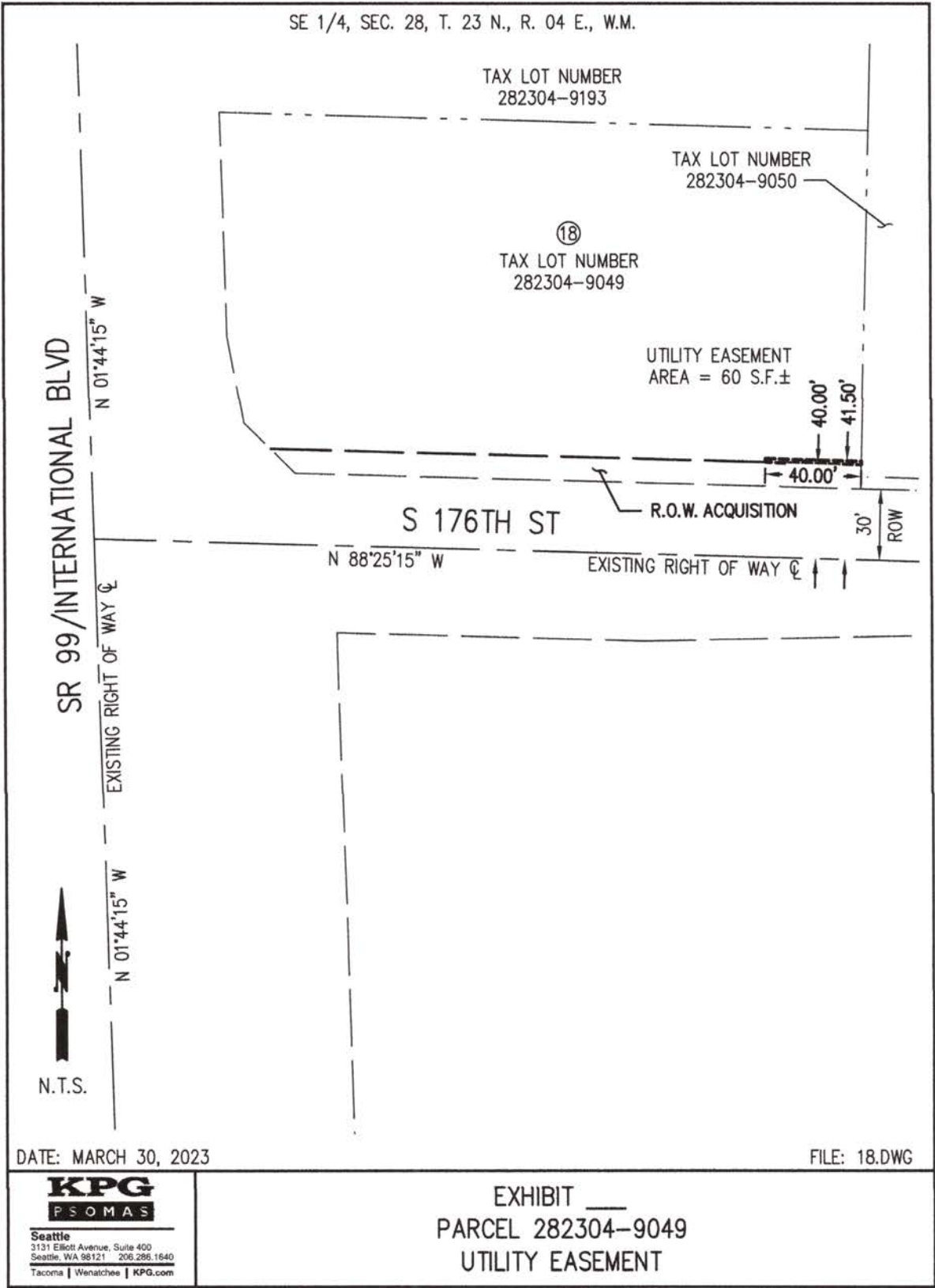
TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE ROAD NO. 1 (HIGHWAY 99) AND THE NORTH LINE OF THE COUNTY ROAD (SOUTH 176TH STREET);
THENCE SOUTH 88°24'53" EAST, 131.78 FEET, TO THE POINT OF BEGINNING;
THENCE SOUTH 88°24'53" EAST, 140 FEET;
THENCE NORTH 01°24'32" EAST, 150 FEET;
THENCE NORTH 88°24'53" WEST, 140 FEET;
THENCE SOUTH 01°24'32" WEST, 150 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF STATE ROAD NO. 1 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 95-2-19000-6;



SE 1/4, SEC. 28, T. 23 N., R. 04 E., W.M.



DATE: MARCH 30, 2023

FILE: 18.DWG

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EXHIBIT ____
PARCEL 282304-9049
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9008
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING 30.00 FEET EASTERLY OF THE WEST LINE OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, AND 37.00 FEET SOUTHERLY OF THE CENTERLINE OF SOUTH 180TH STREET.

CONTAINING 450 SQUARE FEET, MORE OR LESS.

TRACT:

(PER FIDELITY NATIONAL TITLE COMPANY ORDER NO. 20372369, DATED NOVEMBER 18, 2015)

PARCEL A:

THE EASTERLY 300 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;
EXCEPT ROADS;

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE NORTH 88°31'34" WEST 20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTH 3°04'28" WEST ALONG SAID WEST MARGIN 8.50 FEET;

THENCE NORTH 88°31'34" WEST 249.20 FEET;

THENCE DUE SOUTH 466 FEET, MORE OR LESS, TO A POINT 15 FEET SOUTH OF THE NORTH SHORE LINE OF BOW LAKE;

THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE WEST LINE OF THE EAST 300 FEET THEREOF;

THENCE NORTH 3°04'28" EAST ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SUBDIVISION;

THENCE SOUTH 88°31'34" EAST 280.12 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT ROADS;

ALSO EXCEPT THE EAST 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

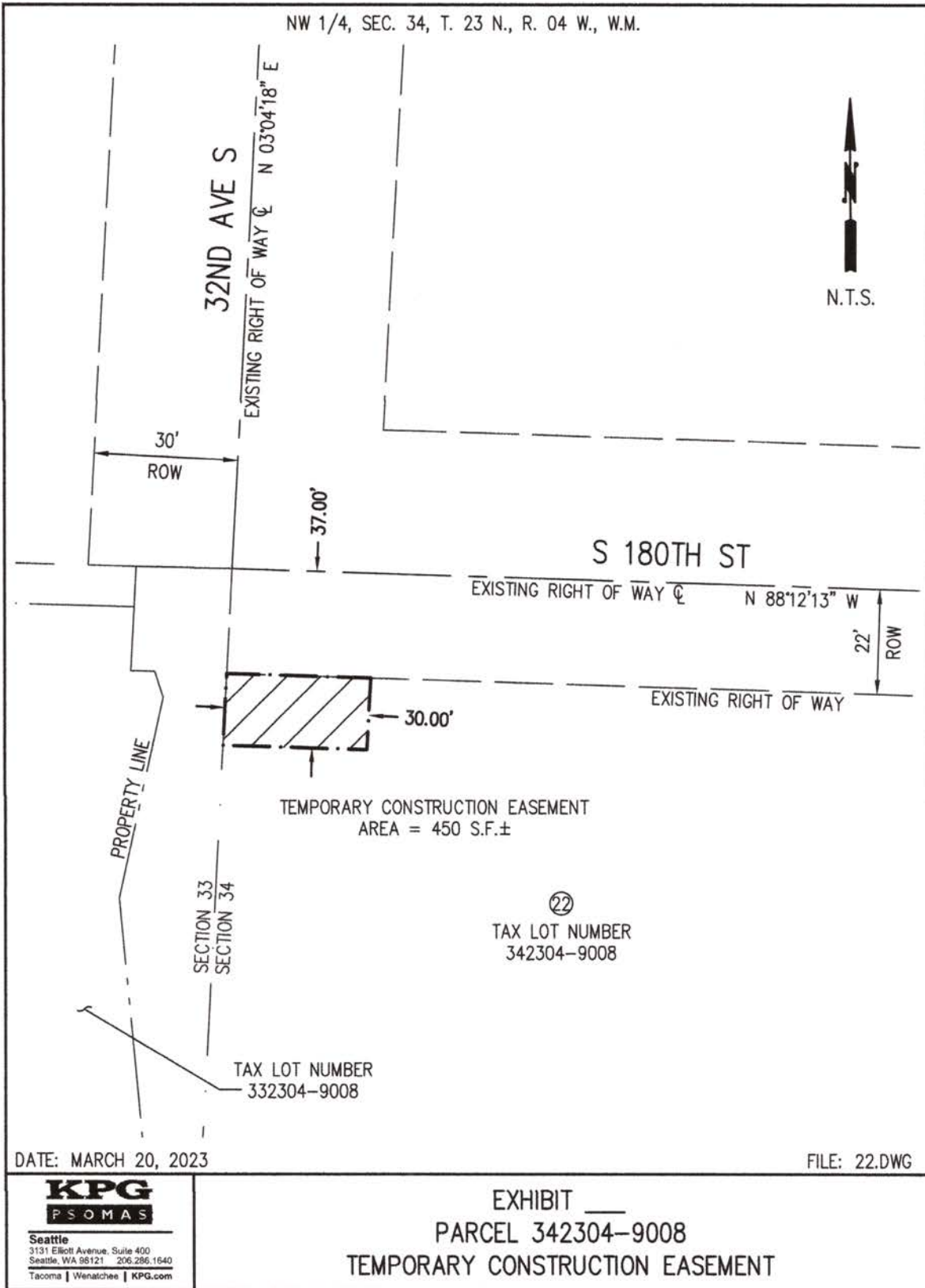
EXCEPT THE SOUTH 242 FEET THEREOF;

ALSO EXCEPT THE NORTH 22 FEET THEREOF CONVEYED TO KING COUNTY FOR SOUTH 180TH STREET BY DEED RECORDED UNDER RECORDING NUMBER 6710157.



3-27-23

NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.



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EXHIBIT _____
PARCEL 342304-9008
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9008
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING 30.00 FEET EASTERLY OF THE WEST LINE OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, AND 37.00 FEET SOUTHERLY OF THE CENTERLINE OF SOUTH 180TH STREET.

CONTAINING 450 SQUARE FEET, MORE OR LESS.

TRACT:

(PER FIDELITY NATIONAL TITLE COMPANY ORDER NO. 20372369, DATED NOVEMBER 18, 2015)

PARCEL A:

THE EASTERLY 300 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT ROADS;

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 88°31'34" WEST 20 FEET TO THE WEST MARGIN OF 32ND AVENUE SOUTH AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 3°04'28" WEST ALONG SAID WEST MARGIN 8.50 FEET;
THENCE NORTH 88°31'34" WEST 249.20 FEET;
THENCE DUE SOUTH 466 FEET, MORE OR LESS, TO A POINT 15 FEET SOUTH OF THE NORTH SHORE LINE OF BOW LAKE;
THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE WEST LINE OF THE EAST 300 FEET THEREOF;
THENCE NORTH 3°04'28" EAST ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 88°31'34" EAST 280.12 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT ROADS;

ALSO EXCEPT THE EAST 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 242 FEET THEREOF;

ALSO EXCEPT THE NORTH 22 FEET THEREOF CONVEYED TO KING COUNTY FOR SOUTH 180TH STREET BY DEED RECORDED UNDER RECORDING NUMBER 6710157.



NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.

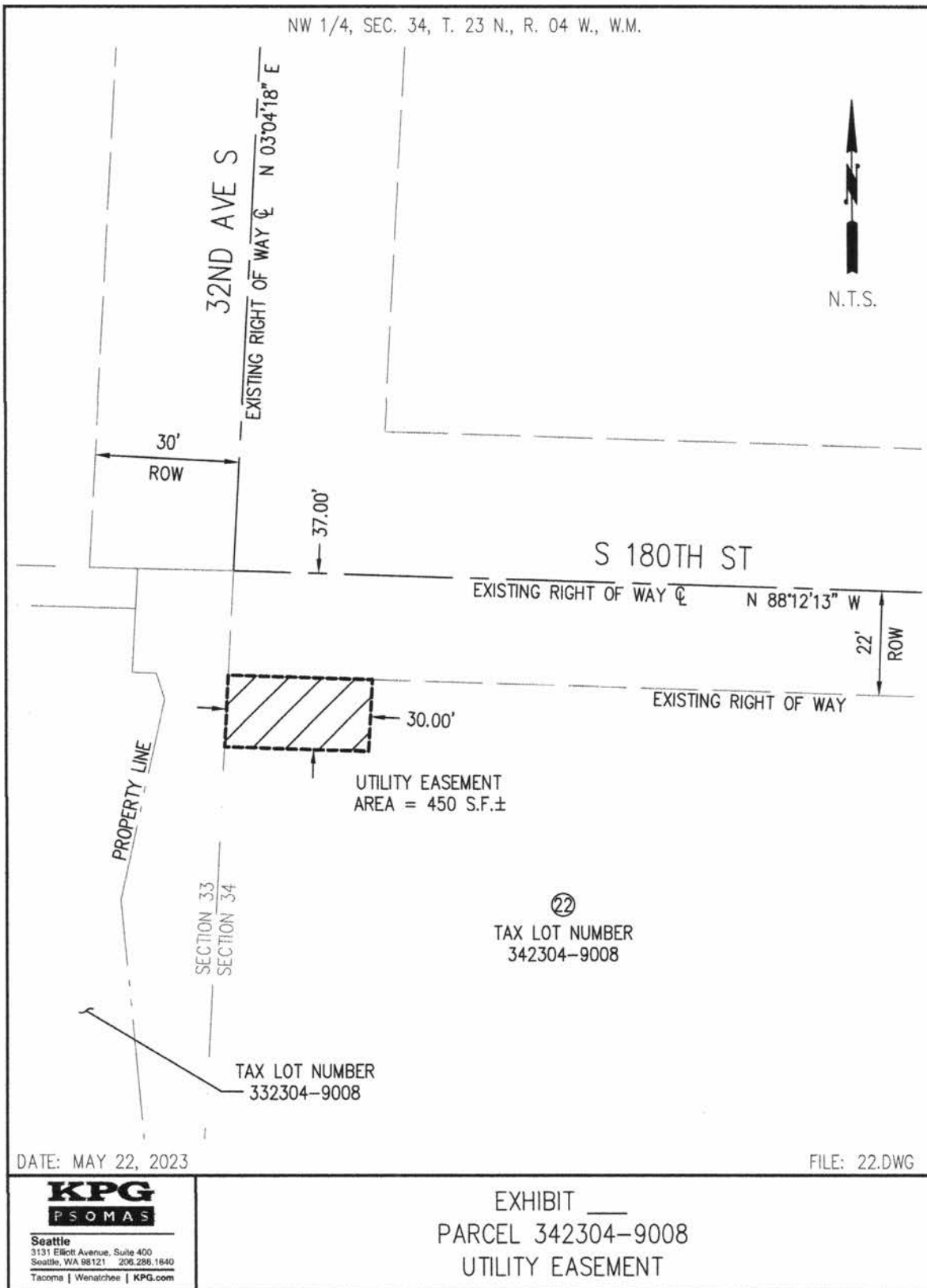


EXHIBIT _____
PARCEL NO. 342304-9070
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT AND A LINE THAT IS 32.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 316.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 23.00 FEET;

THENCE NORTH 01° 47' 47" EAST, 9.00 FEET TO A LINE THAT IS 41.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 23.00 FEET;

THENCE SOUTH 01° 47' 47" WEST, 9.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 207 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783109, DATED OCTOBER 23, 2020)

PART 1 OF PARCEL A:

THE WEST 68.39 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 30 FEET FOR SOUTH 178TH STREET;
AND EXCEPT THE SOUTH 30 FEET FOR SOUTH 180TH STREET, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6616736;
TOGETHER WITH THAT PORTION OF VACATED SOUTH 178TH STREET ADJOINING, WHICH WOULD ATTACH BY OPERATION OF LAW;

PART 2 OF PARCEL A:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE SOUTH 30 FEET FOR SOUTH 180TH STREET, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 7609070611;



NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.

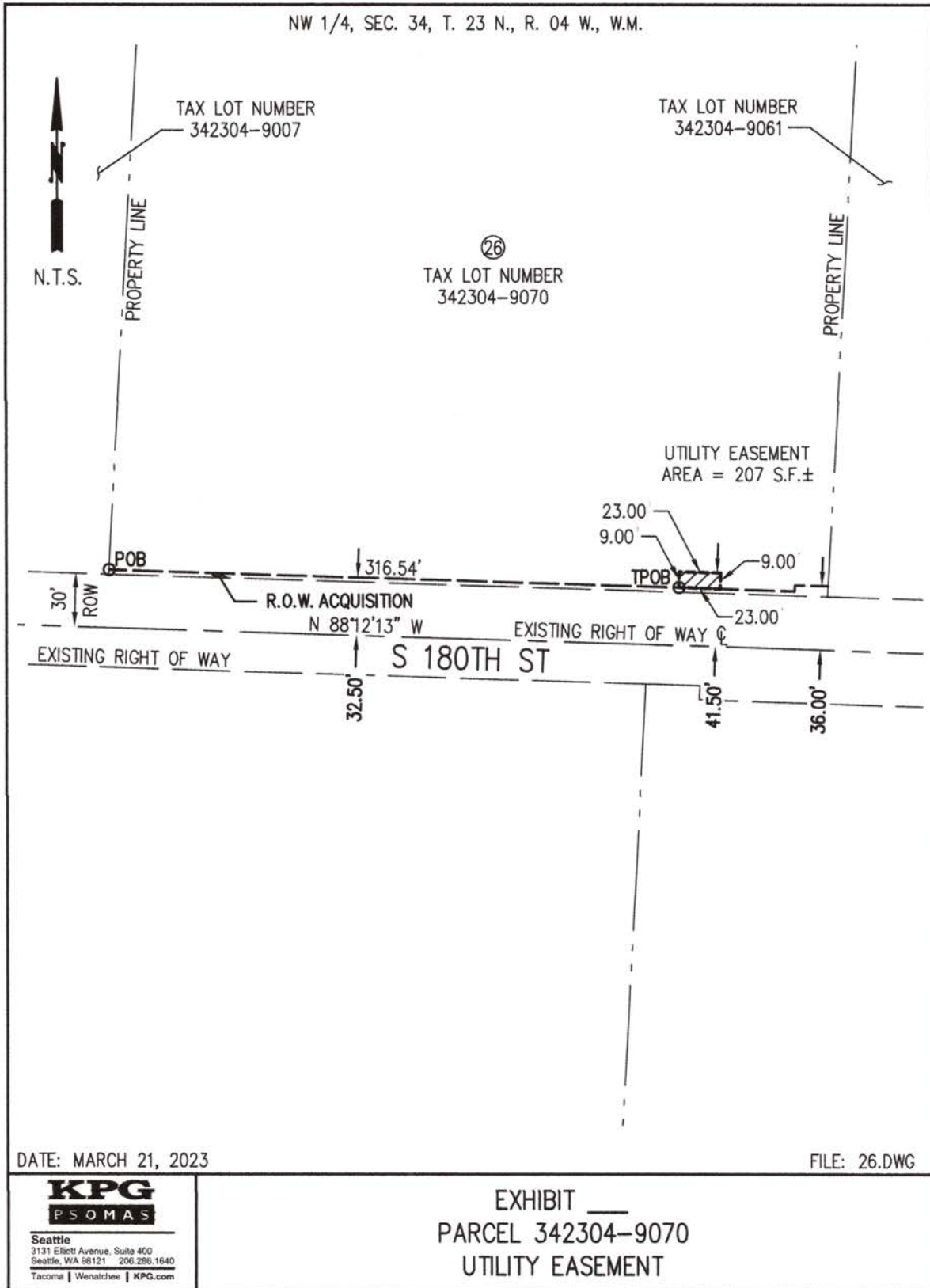


EXHIBIT _____
PARCEL NO. 342304-9071
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT AND A LINE THAT IS 31.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 83.78 FEET;

THENCE SOUTH 01° 47' 47" WEST, 1.50 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 180TH STREET AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 126 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND A LINE THAT IS 32.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 5.51 FEET;

THENCE SOUTH 01° 47' 47" WEST, 2.00 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 180TH STREET AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 11 SQUARE FEET, MORE OR LESS.

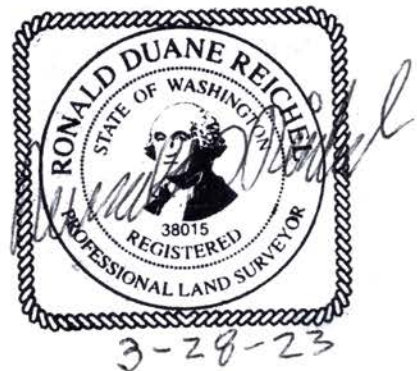
TOTAL RIGHT OF WAY ACQUISITION CONTAINING 137 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEY TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NOS. 5842742 AND 6337465



NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.

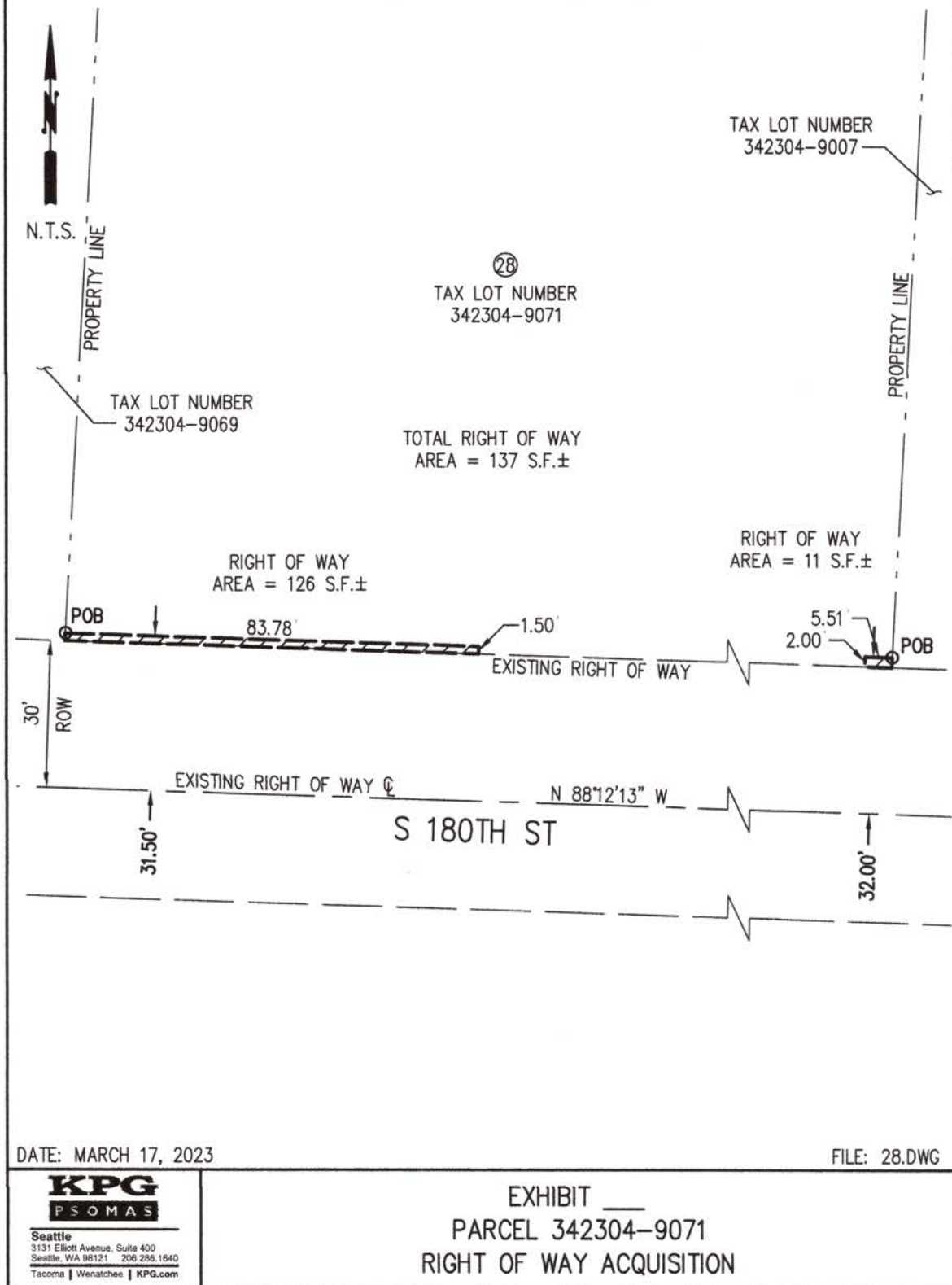


EXHIBIT _____
PARCEL NO. 342304-9071
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT AND A LINE THAT IS 31.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 83.78 FEET;

THENCE SOUTH 01° 47' 47" WEST, 1.50 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID NORTHERLY MARGIN, 7.75 FEET;

THENCE NORTH 01° 47' 47" EAST, 3.00 FEET TO A LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST, ALONG SAID PARALLEL LINE, 78.31 FEET;

THENCE NORTH 01° 47' 47" EAST, 8.00 FEET TO A LINE THAT IS 41.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 8.00 FEET;

THENCE SOUTH 01° 47' 47" WEST, 8.00 FEET TO SAID LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 5.18 FEET TO SAID WEST LINE OF TRACT;

THENCE SOUTH 03° 05' 05" WEST ALONG SAID WEST LINE, 1.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 213 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND A LINE THAT IS 32.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 5.51 FEET;

THENCE SOUTH 01° 47' 47" WEST, 2.00 FEET TO THE NORTHERLY MARGIN OF SAID SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID NORTHERLY MARGIN, 10.42 FEET;

THENCE NORTH 01° 47' 47" EAST, 5.00 FEET TO A LINE THAT IS 35.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 16.00 FEET TO SAID EAST LINE OF TRACT;

THENCE SOUTH 03° 05' 52" WEST ALONG SAID EAST LINE, 3.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 69 SQUARE FEET, MORE OR LESS.

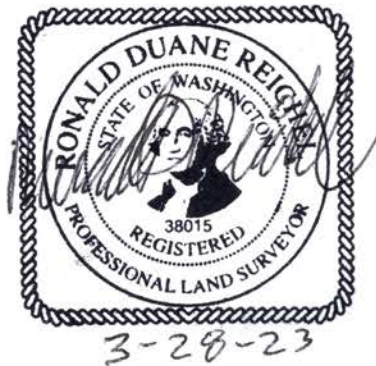
TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 282 SQUARE FEET, MORE OR LESS.

TRACT:

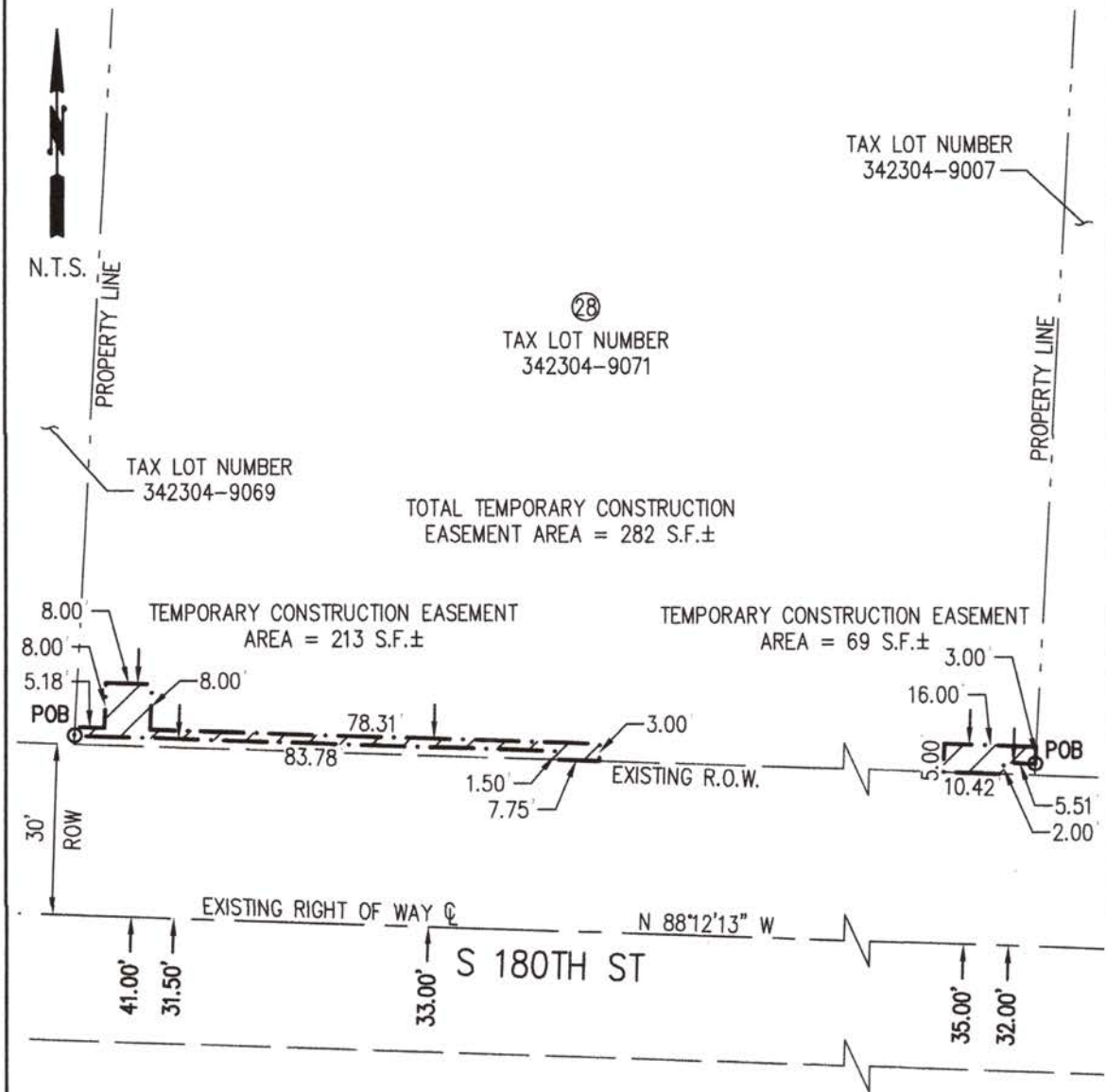
(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEY TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NOS. 5842742 AND 6337465



NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.



DATE: MARCH 17, 2023

FILE: 28.DWG

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EXHIBIT _____
PARCEL 342304-9071
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9069
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING WEST, SOUTHWEST, AND SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 38.64 FEET;

THENCE SOUTH 86° 55' 42" EAST, 3.50 FEET TO A LINE THAT IS 39.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 183.36 FEET;

THENCE NORTH 86° 55' 42" WEST, 3.50 FEET TO SAID LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 63.47 FEET;

THENCE SOUTH 42° 33' 57" EAST, 11.71 FEET TO A LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 192.02 FEET;

THENCE SOUTH 01° 47' 47" WEST, 1.50 FEET TO A LINE THAT IS 31.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 94.55 FEET TO THE EAST LINE OF SAID TRACT AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 3,201 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

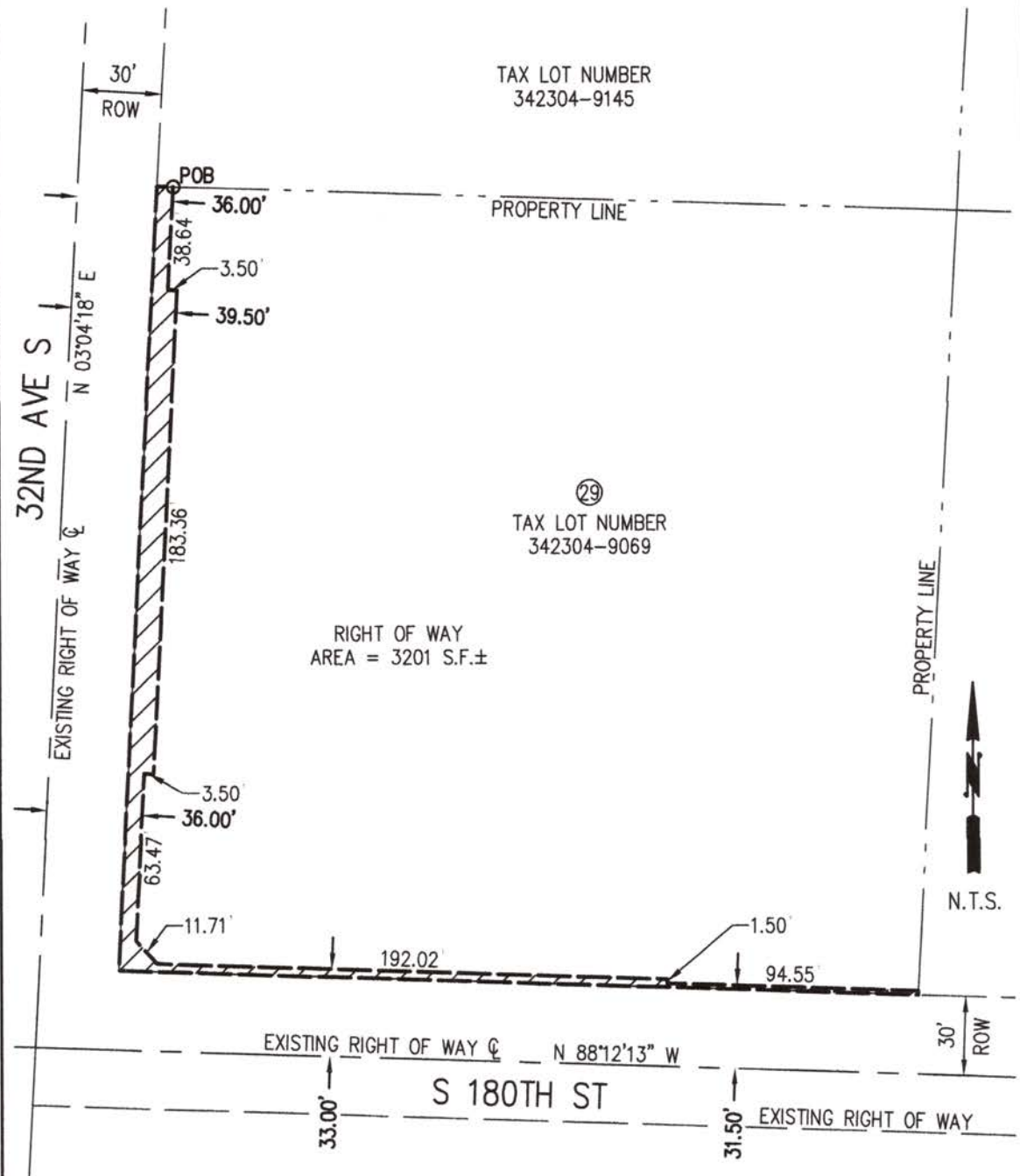
THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NOS. 5564410 AND 6337465;



3-28-23

NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.



DATE: MARCH 22, 2023

FILE: 29.DWG

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EXHIBIT _____
PARCEL 342304-9069
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 342304-9069
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT AND A LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 88° 16' 28" EAST ALONG SAID NORTH LINE, 5.00 FEET TO A LINE THAT IS 52.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 215.52 FEET;

THENCE SOUTH 86° 55' 42" EAST, 19.50 FEET TO A LINE THAT IS 72.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 61.91 FEET;

THENCE SOUTH 88° 12' 13" EAST, 1.50 FEET;

THENCE SOUTH 01° 47' 47" WEST, 16.00 FEET TO A LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 29.49 FEET;

THENCE NORTH 42° 33' 57" WEST, 11.71 FEET TO A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 44.14 FEET;

THENCE SOUTH 88° 12' 13" EAST, 9.00 FEET TO A LINE THAT IS 45.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 26.01 FEET;

THENCE NORTH 86° 55' 42" WEST, 2.50 FEET TO A LINE THAT IS 42.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 5.18 FEET;

THENCE NORTH 86° 55' 42" WEST, 3.00 FEET TO A LINE THAT IS 39.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 171.31 FEET;

THENCE NORTH 86° 55' 42" WEST, 3.50 FEET TO A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 30.14 FEET;

THENCE SOUTH 88° 16' 28" EAST, 11.50 FEET TO SAID LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 8.50 FEET TO THE POINT OF BEGINNING. CONTAINING 5,398 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND A LINE THAT IS 31.50 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 94.55 FEET;

THENCE NORTH 01° 47' 47" EAST, 1.50 FEET TO A LINE THAT IS 36.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 140.03 FEET;

THENCE NORTH 01° 47' 47" EAST, 7.00 FEET TO A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 8.00 FEET;

THENCE NORTH 01° 47' 47" EAST, 9.00 FEET TO A LINE THAT IS 49.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 5.57 FEET;

THENCE SOUTH 01° 47' 47" WEST, 8.50 FEET TO A LINE THAT IS 40.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 155.00 FEET;

THENCE SOUTH 01° 47' 47" WEST, 4.00 FEET TO A LINE THAT IS 36.50 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 39.23 FEET;

THENCE SOUTH 01° 47' 47" WEST, 3.50 FEET FEET TO SAID LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 42.82 FEET TO SAID EAST LINE OF TRACT;

THENCE SOUTH 03° 05' 05" WEST ALONG SAID EAST LINE, 1.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,475 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 6,873 SQUARE FEET, MORE OR LESS.

TRACT:

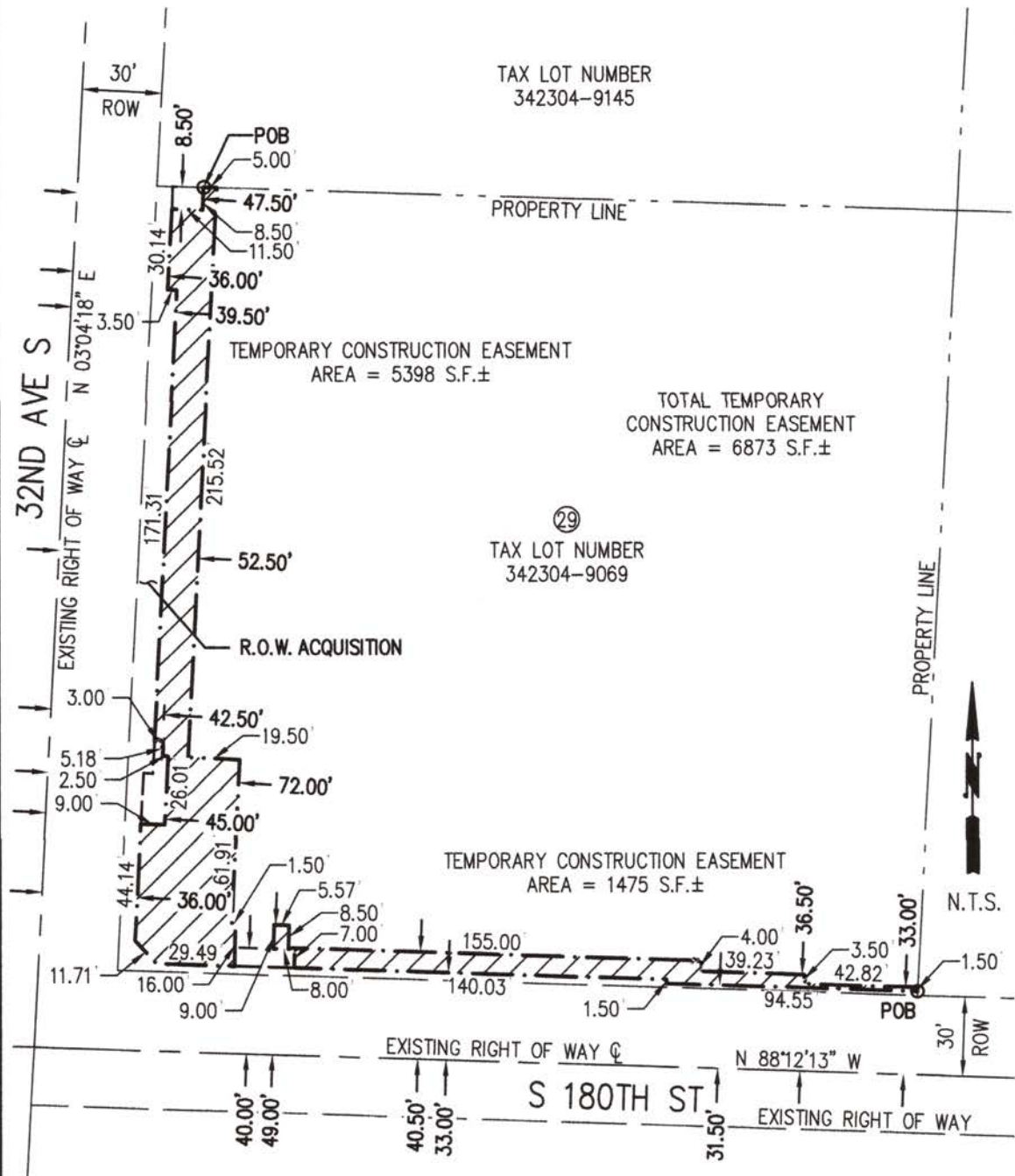
(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NOS. 5564410 AND 6337465;



NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.



DATE: MARCH 27, 2023

FILE: 29.DWG

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P S O M A S

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Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT ____
PARCEL 342304-9069
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9069
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 38.64 FEET;

THENCE SOUTH 86° 55' 42" EAST, 3.50 FEET TO A LINE THAT IS 39.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 171.31 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A";

THENCE CONTINUING SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 12.05 FEET;

THENCE NORTH 86° 55' 42" WEST, 3.50 FEET TO SAID LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 63.47 FEET;

THENCE SOUTH 42° 33' 57" EAST, 11.71 FEET TO A LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 29.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01° 47' 47" EAST, 16.00 FEET TO A LINE THAT IS 49.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 14.50 FEET;

THENCE SOUTH 01° 47' 47" WEST, 9.00 FEET TO A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 180TH STREET;

THENCE SOUTH 88° 12' 13" EAST ALONG SAID PARALLEL LINE, 8.00 FEET;

THENCE SOUTH 01° 47' 47" WEST, 7.00 FEET TO SAID LINE THAT IS 33.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 180TH STREET;

THENCE NORTH 88° 12' 13" WEST ALONG SAID PARALLEL LINE, 22.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 288 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE CONTINUING SOUTH 03° 04' 18" WEST ALONG SAID LINE THAT IS 39.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 12.05 FEET;

THENCE NORTH 86° 55' 42" WEST, 3.50 FEET TO SAID LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 19.33 FEET;

THENCE SOUTH 88° 12' 13" EAST, 9.00 FEET TO A LINE THAT IS 45.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 26.01 FEET;

THENCE NORTH 86° 55' 42" WEST, 2.50 FEET TO A LINE THAT IS 42.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 5.18 FEET;

THENCE NORTH 86° 55' 42" WEST, 3.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 226 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THAT PORTION OF THE NORTH 8.50 FEET OF SAID TRACT LYING WEST OF A LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH AND EAST OF A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE.

CONTAINING 98 SQUARE FEET, MORE OR LESS.

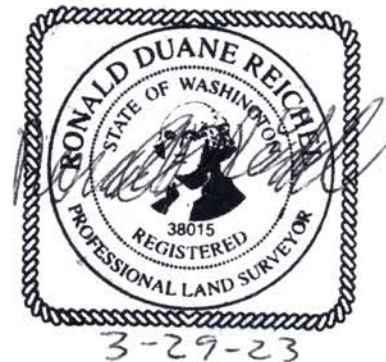
TOTAL UTILITY EASEMENT CONTAINING 612 SQUARE FEET, MORE OR LESS.

TRACT:

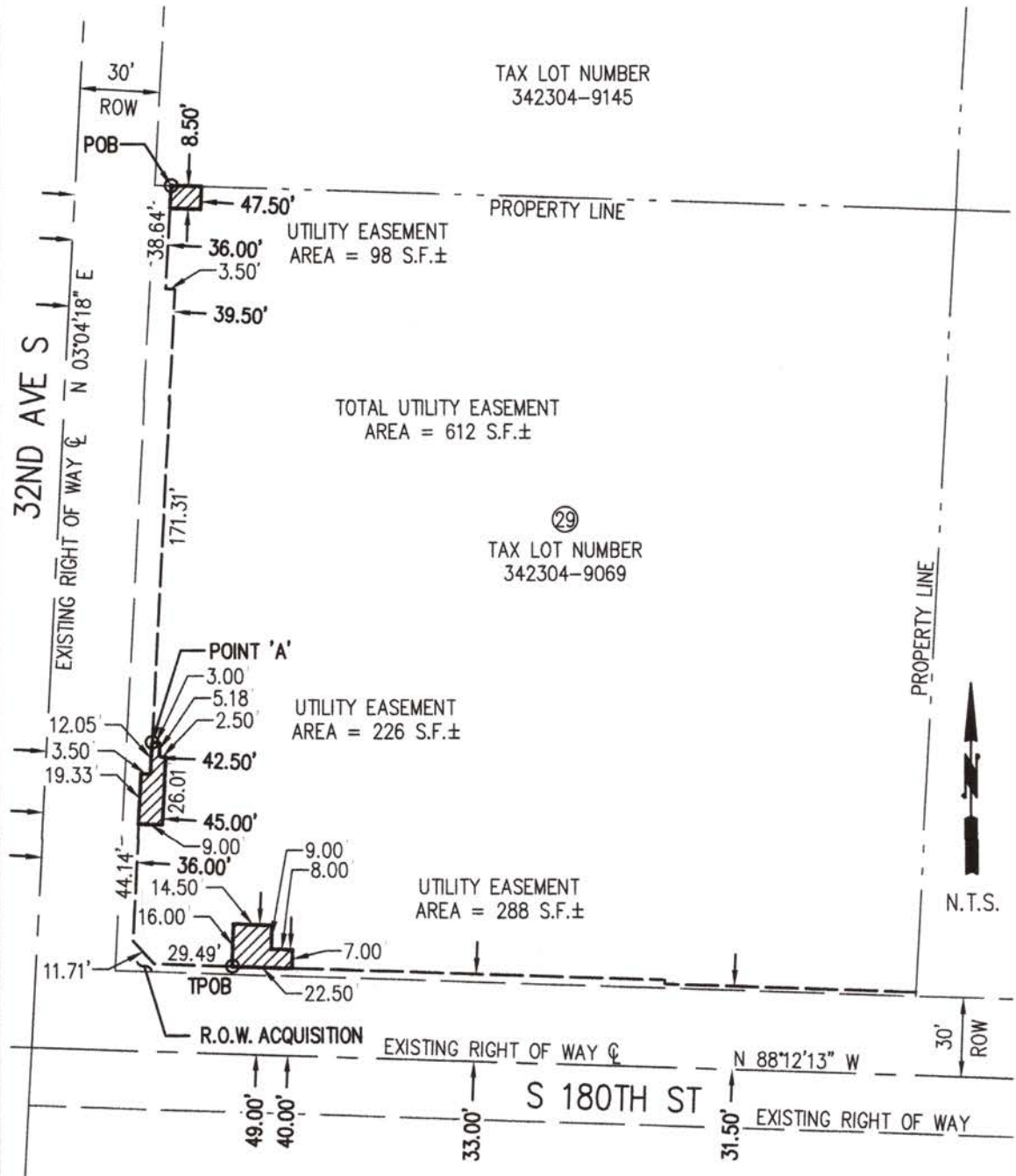
(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NOS. 5564410 AND 6337465;



NW 1/4, SEC. 34, T. 23 N., R. 04 W., W.M.



DATE: MARCH 22, 2023

FILE: 29.DWG

KPG
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3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma Wenatchee KPG.com

EXHIBIT _____
PARCEL 342304-9069
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9145
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 167.38 FEET;

THENCE SOUTH 86° 55' 42" EAST, 2.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 29.49 FEET TO THE NORTH LINE OF SAID TRACT AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 1,240 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 130 FEET OF THE WEST 180 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET THEREOF FOR 32ND AVENUE SOUTH, THE EASTERLY MARGIN OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 5158269



4-24-23

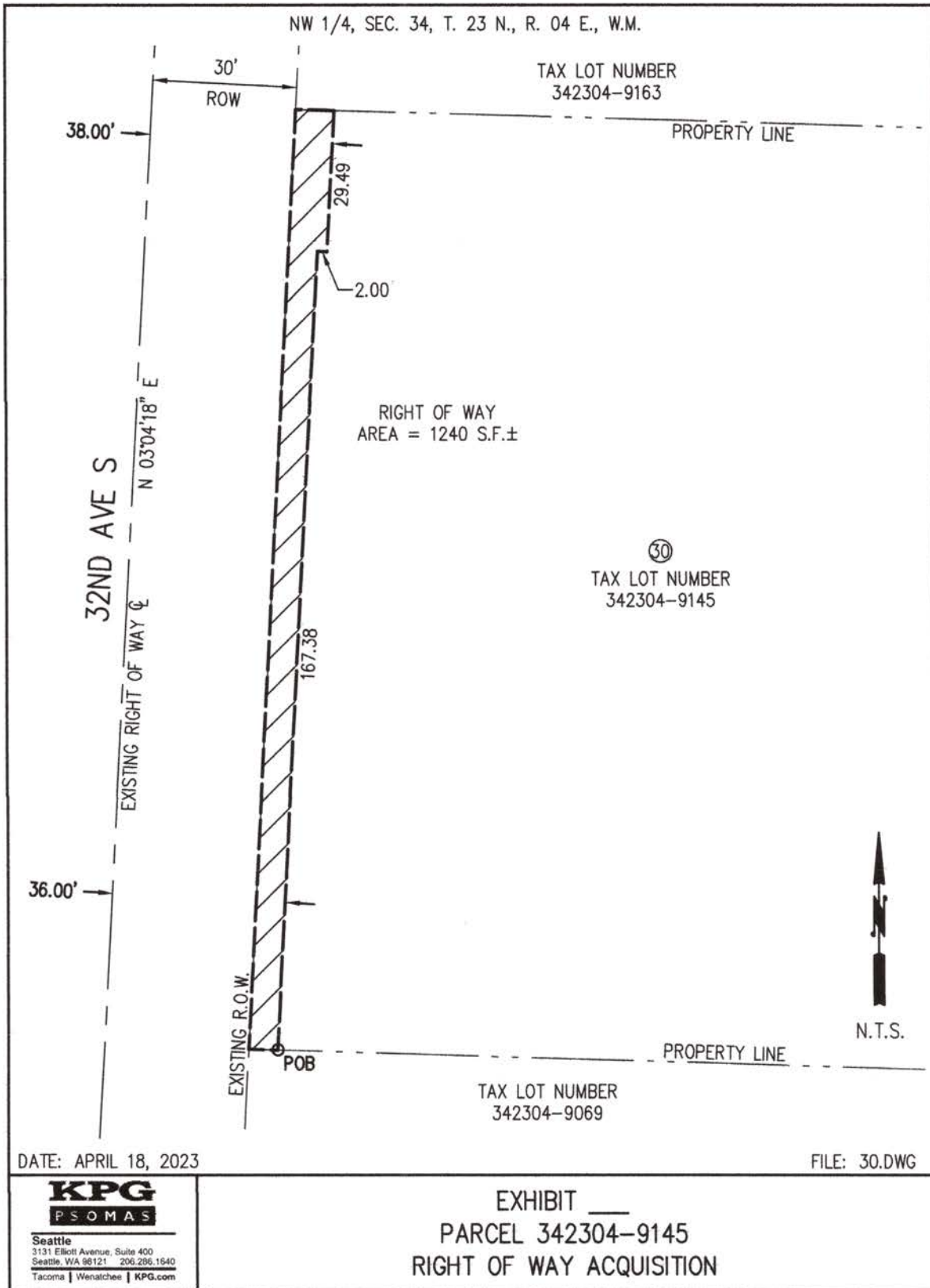


EXHIBIT _____
PARCEL NO. 342304-9145
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 36.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 41.05 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A"

THENCE SOUTH 86° 55' 42" EAST, 5.50 FEET TO A LINE THAT IS 41.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 41.05 FEET;

THENCE NORTH 86° 55' 42" WEST, 5.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 226 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 31.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 27.00 FEET;

THENCE SOUTH 86° 55' 42" EAST, 6.00 FEET TO A LINE THAT IS 42.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 27.00 FEET;

THENCE NORTH 86° 55' 42" WEST, 6.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 162 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE OF SAID TRACT AND A LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 36.06 FEET;

THENCE SOUTH 86° 55' 42" EAST, 2.50 FEET TO A LINE THAT IS 50.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 36.00 FEET TO SAID SOUTH LINE OF TRACT;

THENCE NORTH 88° 16' 28" WEST ALONG SAID SOUTH LINE, 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 90 SQUARE FEET, MORE OR LESS.

TOTAL UTILITY EASEMENT CONTAINING 478 SQUARE FEET, MORE OR LESS.

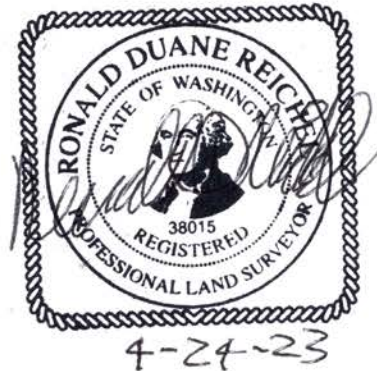
TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

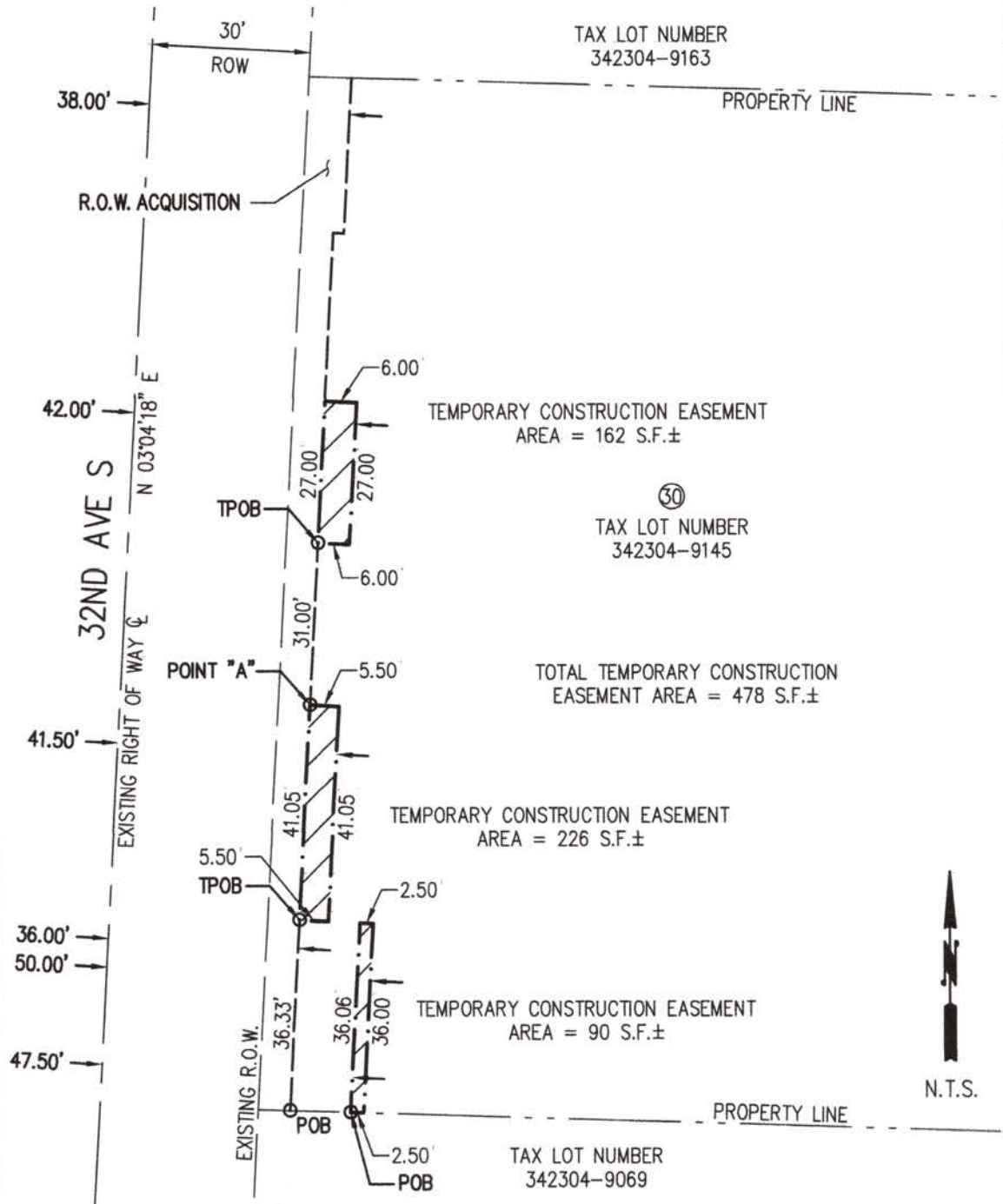
THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 130 FEET OF THE WEST 180 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET THEREOF FOR 32ND AVENUE SOUTH, THE EASTERLY MARGIN OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 5158269



NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.



DATE: APRIL 18, 2023

FILE: 30.DWG

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3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma Wenatchee KPG.com

EXHIBIT _____
PARCEL 342304-9145
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9145
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 36.33 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A";

THENCE SOUTH 86° 55' 42" EAST, 11.50 FEET TO A LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 36.06 FEET TO SAID SOUTH LINE OF TRACT;

THENCE NORTH 88° 16' 28" WEST ALONG SAID SOUTH LINE, 11.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 416 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 41.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 31.00 TO A POINT HEREINAFTER DESCRIBED AS POINT "B"

THENCE SOUTH 86° 55' 42" EAST, 9.00 FEET TO A LINE THAT IS 45.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 31.00 FEET;

THENCE NORTH 86° 55' 42" WEST, 9.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 279 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "B";

THENCE NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 27.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 32.00 FEET;

THENCE SOUTH 86° 55' 42" EAST, 9.00 FEET TO SAID LINE THAT IS 45.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 32.00 FEET;

THENCE NORTH 86° 55' 42" WEST, 9.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 288 SQUARE FEET, MORE OR LESS.

TOTAL UTILITY EASEMENT CONTAINING 983 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

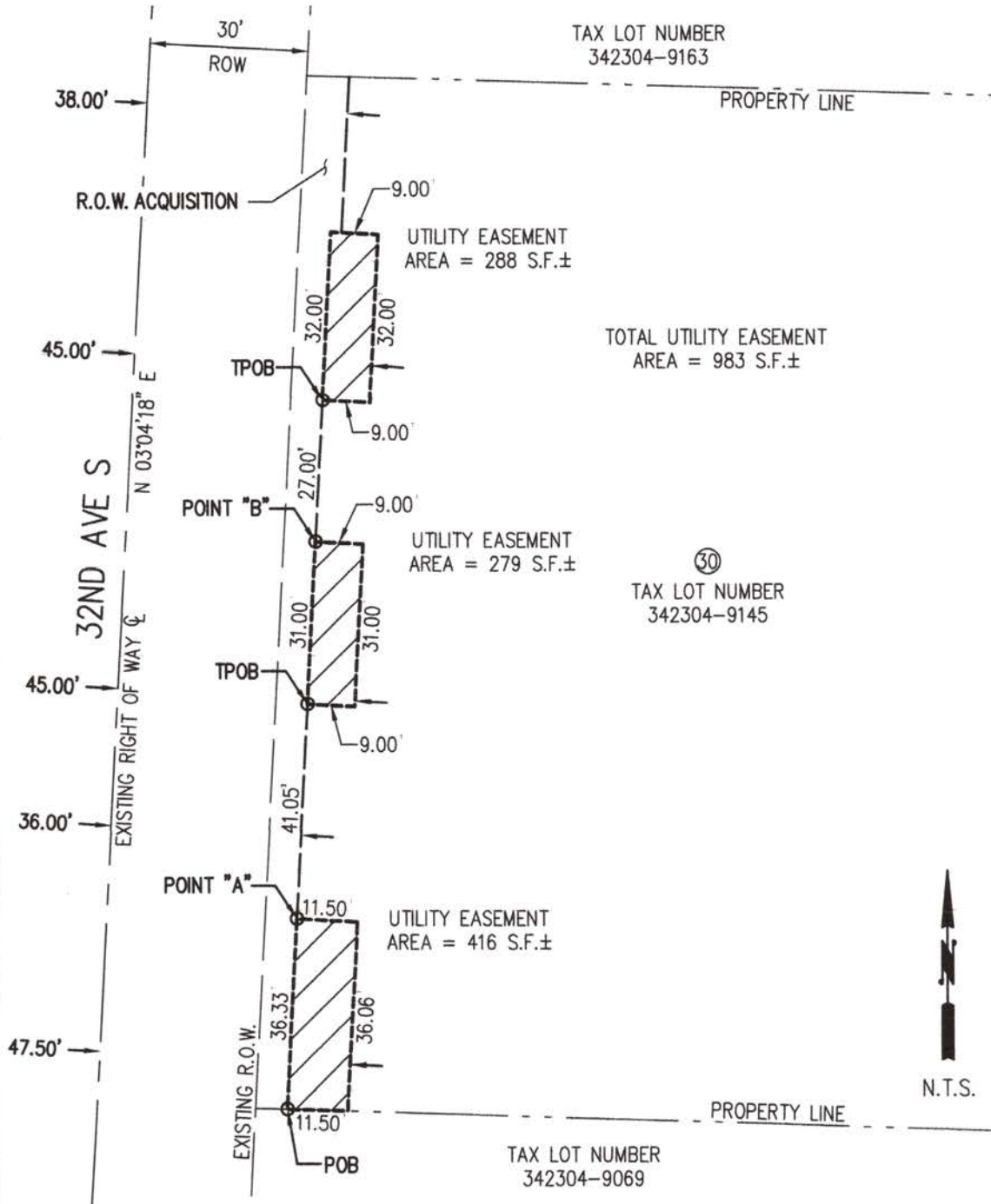
EXCEPT THE NORTH 130 FEET OF THE WEST 180 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET THEREOF FOR 32ND AVENUE SOUTH, THE EASTERLY MARGIN OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 5158269



4-24-23

NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.



DATE: APRIL 18, 2023

FILE: 30.DWG

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Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT ____
PARCEL 342304-9145
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9163
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 23.90 FEET;

THENCE SOUTH 86° 55' 42" EAST, 2.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 106.09 FEET TO THE SOUTH LINE OF SAID TRACT AND THE TERMINUS OF SAID DESCRIBED LINE.

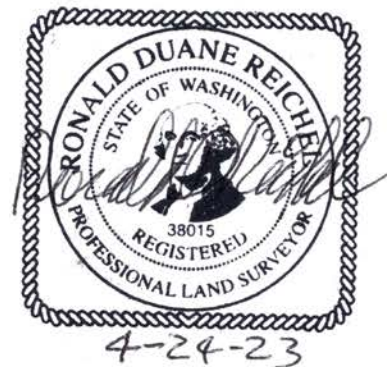
CONTAINING 992 SQUARE FEET, MORE OR LESS.

TRACT:

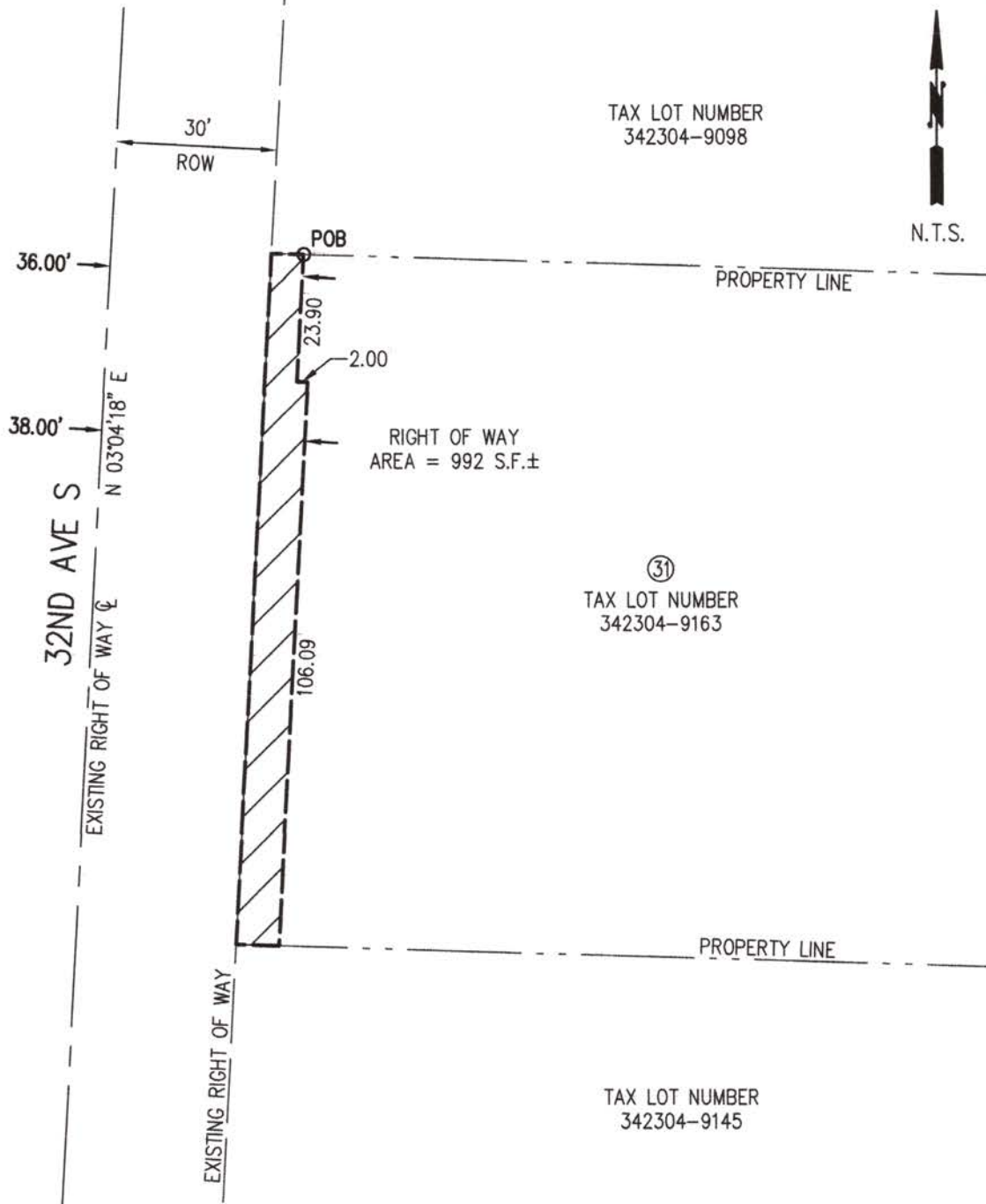
(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

THE NORTH 130 FEET OF THE WEST 180 FEET OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET THEREOF FOR 32ND AVENUE SOUTH, THE EASTERLY MARGIN OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 5158269



NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.



DATE: APRIL 20 2023

FILE: 31.DWG

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Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT ____
PARCEL 342304-9163
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 342304-9163
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 17.90 FEET;

THENCE SOUTH 86° 55' 42" EAST, 2.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 63.90 FEET;

THENCE SOUTH 86° 55' 42" EAST, 9.00 FEET TO A LINE THAT IS 47.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 82.07 FEET TO SAID NORTH LINE OF TRACT;

THENCE NORTH 88° 20' 43" WEST ALONG SAID NORTH LINE, 11.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 774 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

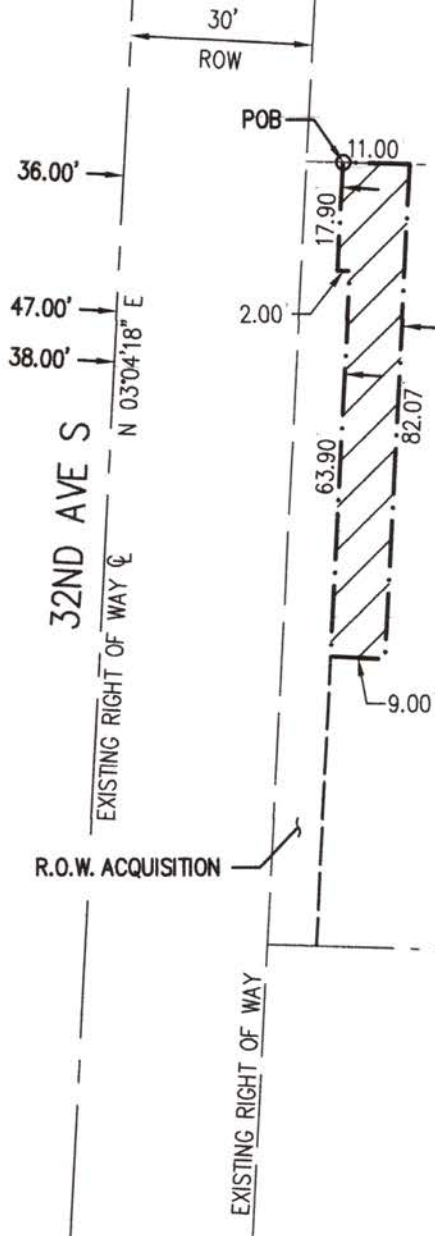
THE NORTH 130 FEET OF THE WEST 180 FEET OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET THEREOF FOR 32ND AVENUE SOUTH, THE EASTERLY MARGIN OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 5158269



NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.

TAX LOT NUMBER
342304-9098



TEMPORARY CONSTRUCTION EASEMENT
AREA = 774 S.F.±

③
TAX LOT NUMBER
342304-9163

R.O.W. ACQUISITION

PROPERTY LINE

TAX LOT NUMBER
342304-9145

DATE: APRIL 20 2023

FILE: 31.DWG

KPG
PSOMAS

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Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT ____
PARCEL 342304-9163
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9163
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 17.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 6.00 FEET;

THENCE SOUTH 86° 55' 42" EAST, 2.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 6.00 FEET;

THENCE NORTH 86° 55' 42" WEST, 2.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12 SQUARE FEET, MORE OR LESS.

TRACT:

(PER STEWART TITLE COMPANY ORDER NO. 783104, DATED OCTOBER 15, 2020)

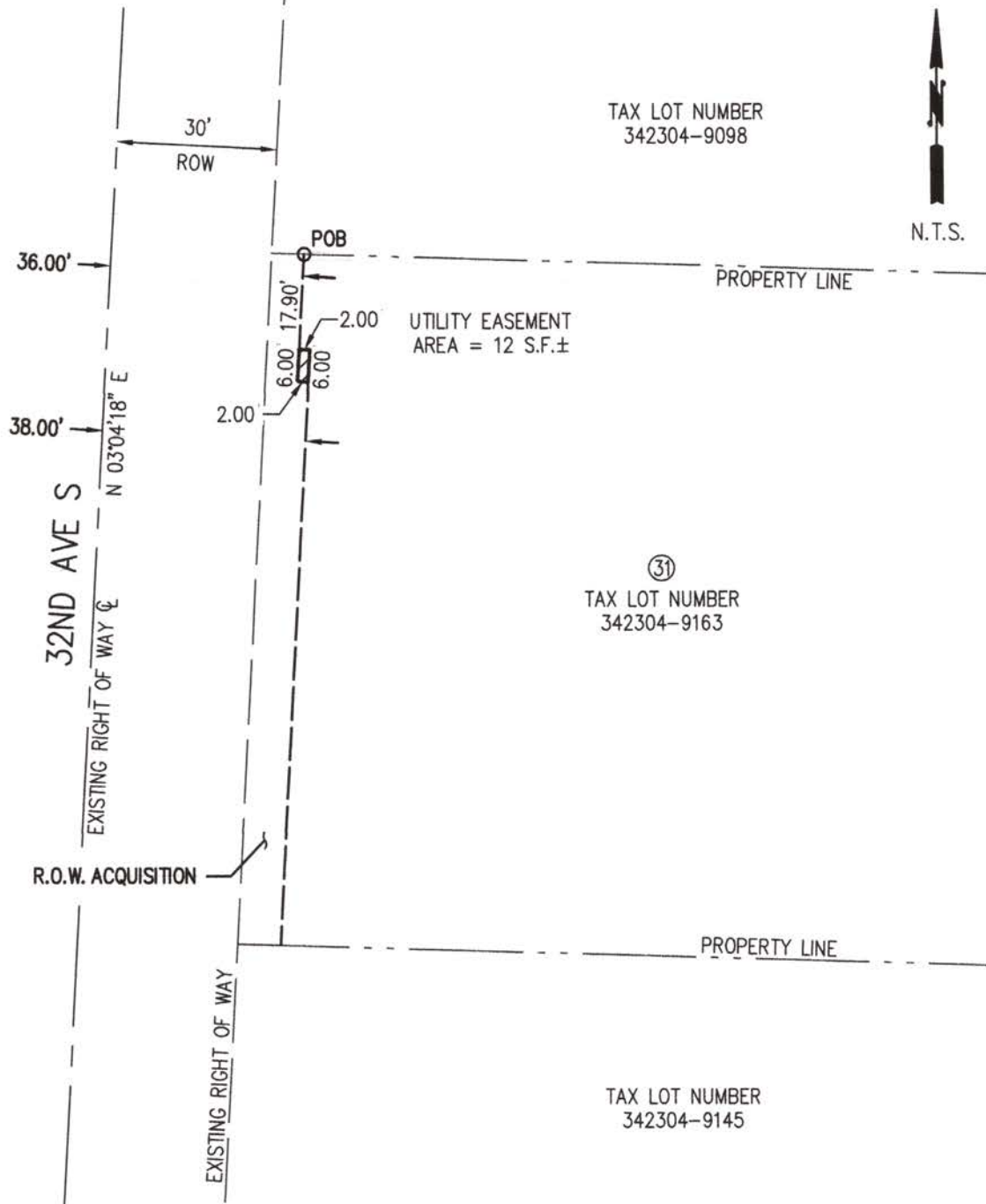
THE NORTH 130 FEET OF THE WEST 180 FEET OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET THEREOF FOR 32ND AVENUE SOUTH, THE EASTERLY MARGIN OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 5158269



4-24-23

NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.



DATE: APRIL 20 2023

FILE: 31.DWG

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EXHIBIT ____
PARCEL 342304-9163
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9098
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A SOUTHERLY BOUNDARY OF SAID PARCEL "A" AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 41.53 FEET;

THENCE SOUTH 86° 55' 42" EAST, 3.00 FEET TO A LINE THAT IS 39.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 114.87 FEET;

THENCE NORTH 86° 55' 42" WEST, 1.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 439.01 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 86° 55' 42" EAST, 20.00 FEET, AN ARC DISTANCE OF 30.83 FEET TO A LINE THAT IS 39.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 36' 51" EAST ALONG SAID PARALLEL LINE, 58.20 FEET;

THENCE NORTH 66° 23' 24" EAST, 20.60 TO THE SOUTHERLY MARGIN OF SAID SOUTH 176TH STREET;

THENCE NORTH 88° 29' 12" WEST ALONG SAID SOUTHERLY MARGIN OF SOUTH 176TH STREET, 104.03 FEET TO SAID EASTERLY MARGIN OF 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID EASTERLY MARGIN, 623.69 FEET TO SAID SOUTHERLY BOUNDARY OF PARCEL "A";

THENCE SOUTH 88° 20' 43" EAST ALONG SAID SOUTHERLY BOUNDARY, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,867 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 783102, DATED OCTOBER 26, 2020)

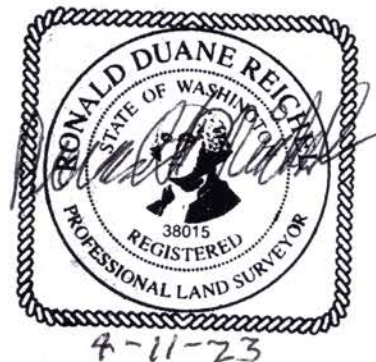
THE WEST 3/4THS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF;

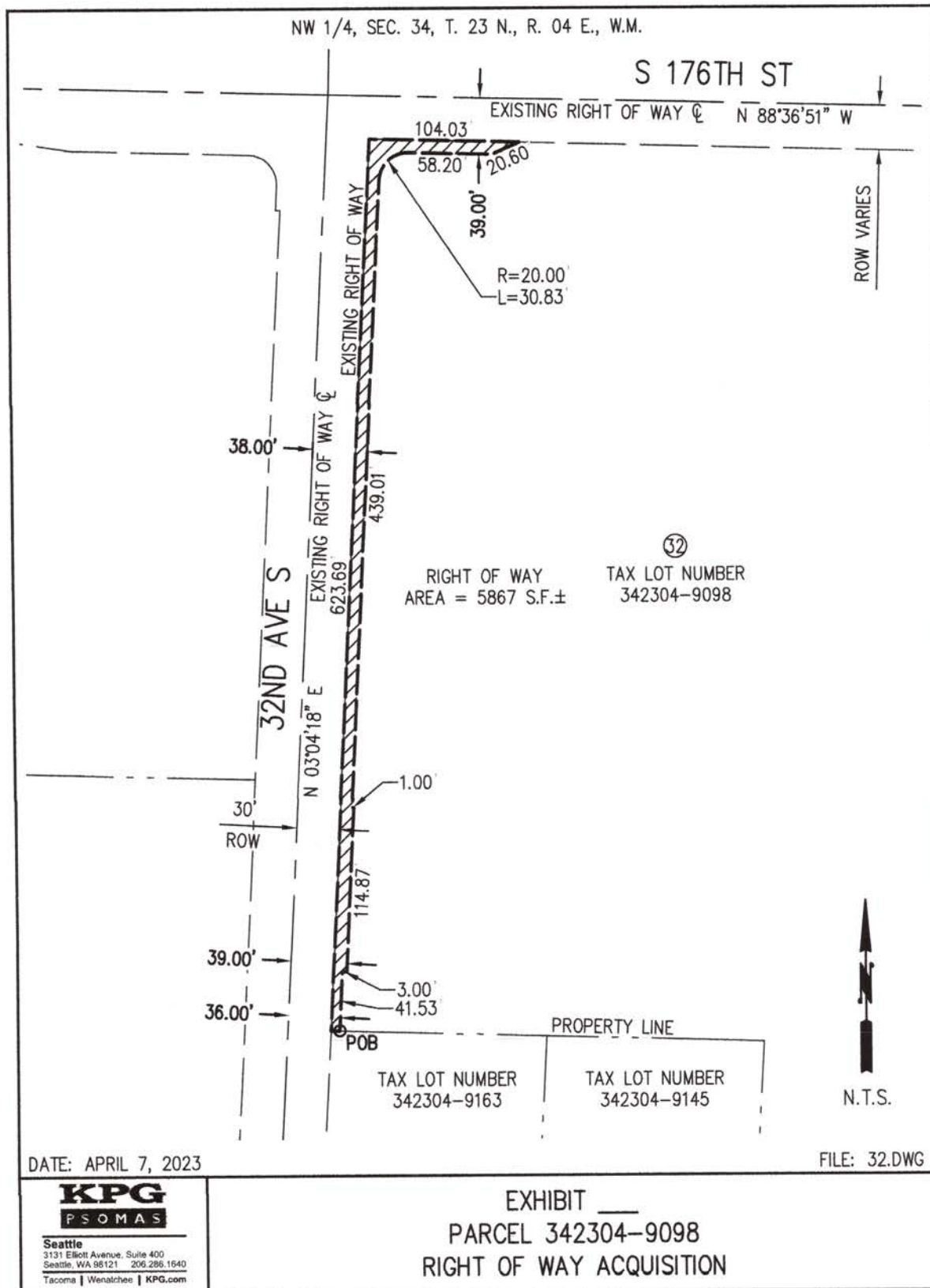
AND EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD;

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

32-ROW.DOCX



NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.



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EXHIBIT ____
PARCEL 342304-9098
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 342304-9098
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A SOUTHERLY BOUNDARY OF SAID PARCEL "A" AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 41.53 FEET;

THENCE SOUTH 86° 55' 42" EAST, 3.00 FEET TO A LINE THAT IS 39.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 16.06 FEET;

THENCE SOUTH 88° 20' 43" EAST, 7.00 FEET TO A LINE THAT IS 46.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 28.01 FEET;

THENCE NORTH 88° 20' 43" WEST, 7.00 FEET TO SAID LINE THAT IS 39.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 70.81 FEET;

THENCE NORTH 86° 55' 42" WEST, 1.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 22.72 FEET;

THENCE SOUTH 86° 55' 42" EAST, 10.00 FEET TO A LINE THAT IS 48.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 58.99 FEET;

THENCE NORTH 86° 55' 42" WEST, 10.00 FEET TO SAID LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 306.66 FEET;

THENCE SOUTH 86° 55' 43" EAST, 9.50 FEET TO A LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 42.99 FEET;

THENCE NORTH 86° 55' 43" WEST, 9.50 FEET TO SAID LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 7.64 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 86° 55' 42" EAST, 20.00 FEET, AN ARC DISTANCE OF 30.83 FEET TO A LINE THAT IS 39.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 176TH STREET;

THENCE SOUTH 88° 36' 51" EAST ALONG SAID PARALLEL LINE, 58.20 FEET;
THENCE NORTH 66° 23' 24" EAST, 20.60 TO THE SOUTHERLY MARGIN OF SAID SOUTH 176TH STREET;
THENCE SOUTH 88° 29' 12" EAST ALONG SAID SOUTHERLY MARGIN, 58.88 FEET;
THENCE SOUTH 01° 30' 48" WEST, 2.00 FEET;
THENCE NORTH 88° 29' 12" WEST, 20.00 FEET;
THENCE SOUTH 01° 30' 48" WEST, 11.00 FEET;
THENCE NORTH 88° 29' 12" WEST, 36.50 FEET;
THENCE SOUTH 01° 30' 48" WEST, 5.50 FEET;
THENCE NORTH 88° 29' 12" WEST, 83.90 FEET TO A LINE THAT IS 53.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;
THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 75.38 FEET;
THENCE NORTH 86° 55' 42" WEST, 7.00 FEET TO A LINE THAT IS 46.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;
THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 60.29 FEET;
THENCE SOUTH 86° 55' 42" EAST, 22.00 FEET TO A LINE THAT IS 68.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;
THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 35.00 FEET;
THENCE NORTH 86° 55' 42" WEST, 22.00 FEET TO SAID LINE THAT IS 46.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;
THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 182.86 FEET;
THENCE SOUTH 86° 55' 42" EAST, 12.00 FEET TO A LINE THAT IS 58.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;
THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 72.99 FEET;
THENCE NORTH 86° 55' 42" WEST, 6.00 FEET TO A LINE THAT IS 52.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;
THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 178.73 FEET TO SAID SOUTHERLY BOUNDARY OF PARCEL "A";
THENCE NORTH 88° 20' 43" WEST ALONG SAID SOUTHERLY LINE, 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,355 SQUARE FEET, MORE OR LESS.

PARCEL "A":

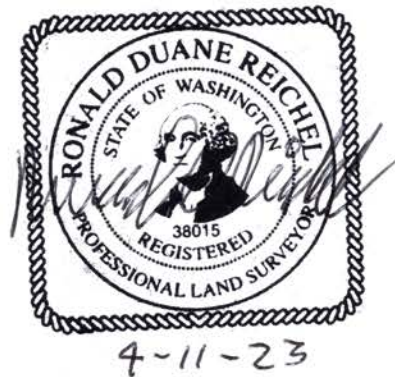
(PER STEWART TITLE COMPANY ORDER NO. 783102, DATED OCTOBER 26, 2020)

THE WEST 3/4THS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD;

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.



NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.

S 176TH ST

R.O.W. ACQUISITION

EXISTING RIGHT OF WAY CL

EXISTING RIGHT OF WAY E

32ND AVE S

TAX LOT NUMBER 342304-9098

TAX LOT NUMBER 342304-9163

TAX LOT NUMBER 342304-9145

PROPERTY LINE

POB

DATE: APRIL 7, 2023

FILE: 32.DWG

EXHIBIT _____

PARCEL 342304-9098

TEMPORARY CONSTRUCTION EASEMENT

FILE: 32.DWG



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Seattle, WA 98121 206.286.1640

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EXHIBIT ____
PARCEL 342304-9098
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 342304-9098
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A SOUTHERLY BOUNDARY OF SAID PARCEL "A" AND A LINE THAT IS 36.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 41.53 FEET;

THENCE SOUTH 86° 55' 42" EAST, 3.00 FEET TO A LINE THAT IS 39.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 16.06 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A";

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 39.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 98.81 FEET;

THENCE NORTH 86° 55' 42" WEST, 1.00 FEET TO A LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 03° 04' 18" EAST ALONG SAID PARALLEL LINE, 22.72 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "B";

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 365.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 42.99 FEET;

THENCE SOUTH 86° 55' 43" EAST, 9.50 FEET TO A LINE THAT IS 47.50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 42.99 FEET;

THENCE NORTH 86° 55' 43" WEST, 9.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 408 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 39.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 28.01 FEET;

THENCE SOUTH 88° 20' 43" EAST, 7.00 FEET TO A LINE THAT IS 46.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 28.01 FEET;

32-UTIL.DOCX

THENCE NORTH 88° 20' 43" WEST, 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 196 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "B";

THENCE NORTH 03° 04' 18" EAST ALONG SAID LINE THAT IS 38.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH, 58.99 FEET;

THENCE SOUTH 86° 55' 42" EAST, 10.00 FEET TO A LINE THAT IS 48.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 03° 04' 18" WEST ALONG SAID PARALLEL LINE, 58.99 FEET;

THENCE NORTH 86° 55' 42" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 590 SQUARE FEET, MORE OR LESS.

TOTAL UTILITY EASEMENT CONTAINING 1,194 SQUARE FEET, MORE OR LESS.

PARCEL "A":

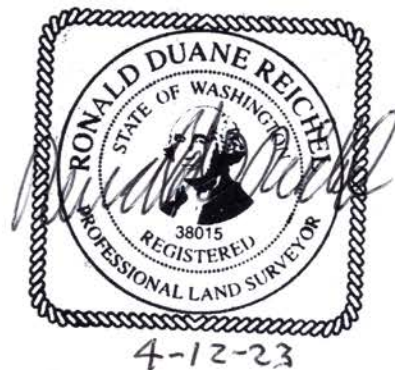
(PER STEWART TITLE COMPANY ORDER NO. 783102, DATED OCTOBER 26, 2020)

THE WEST 3/4THS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

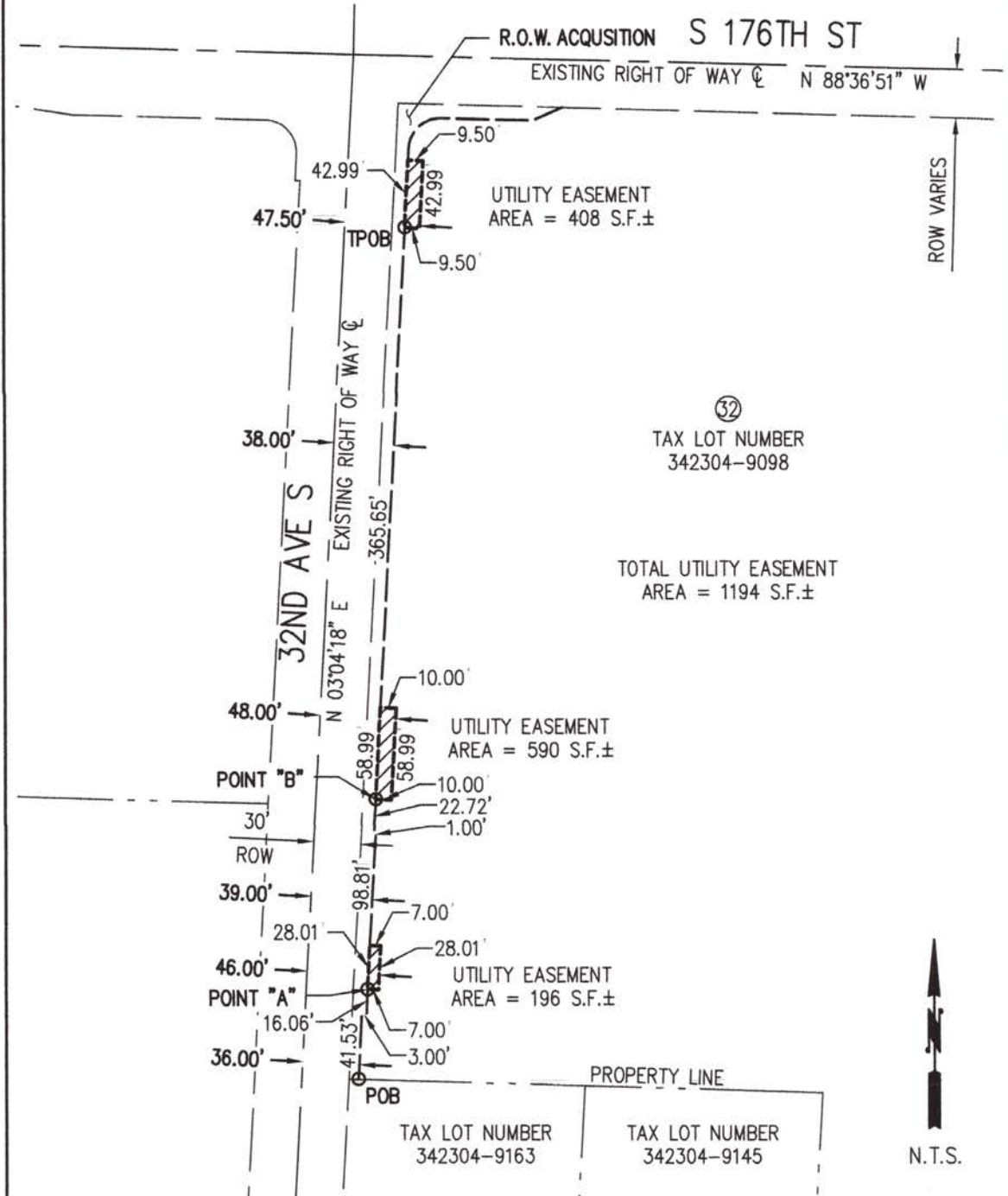
EXCEPT THE NORTH 30 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD;

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.



NW 1/4, SEC. 34, T. 23 N., R. 04 E., W.M.



DATE: APRIL 7, 2023

FILE: 32.DWG

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EXHIBIT _____
PARCEL 342304-9098
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 537980-6510
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 35.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 242.81 FEET;

THENCE SOUTH 31° 15' 39" EAST, 33.51 FEET TO A POINT ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET LYING NORTH 88° 36' 51" WEST, 23.00 FEET FROM THE EASTERLY MARGIN OF SAID 32ND AVENUE SOUTH, SAID POINT ALSO BEING THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 1,609 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777871, DATED AUGUST 13, 2020)

BEGINNING AT A POINT NORTH 0°03'48" WEST 30 FEET AND SOUTH 89°46'52" EAST 30 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTH 0°03'48" WEST 284.13 FEET;

THENCE SOUTH 89°59'10" EAST 352.78 FEET;

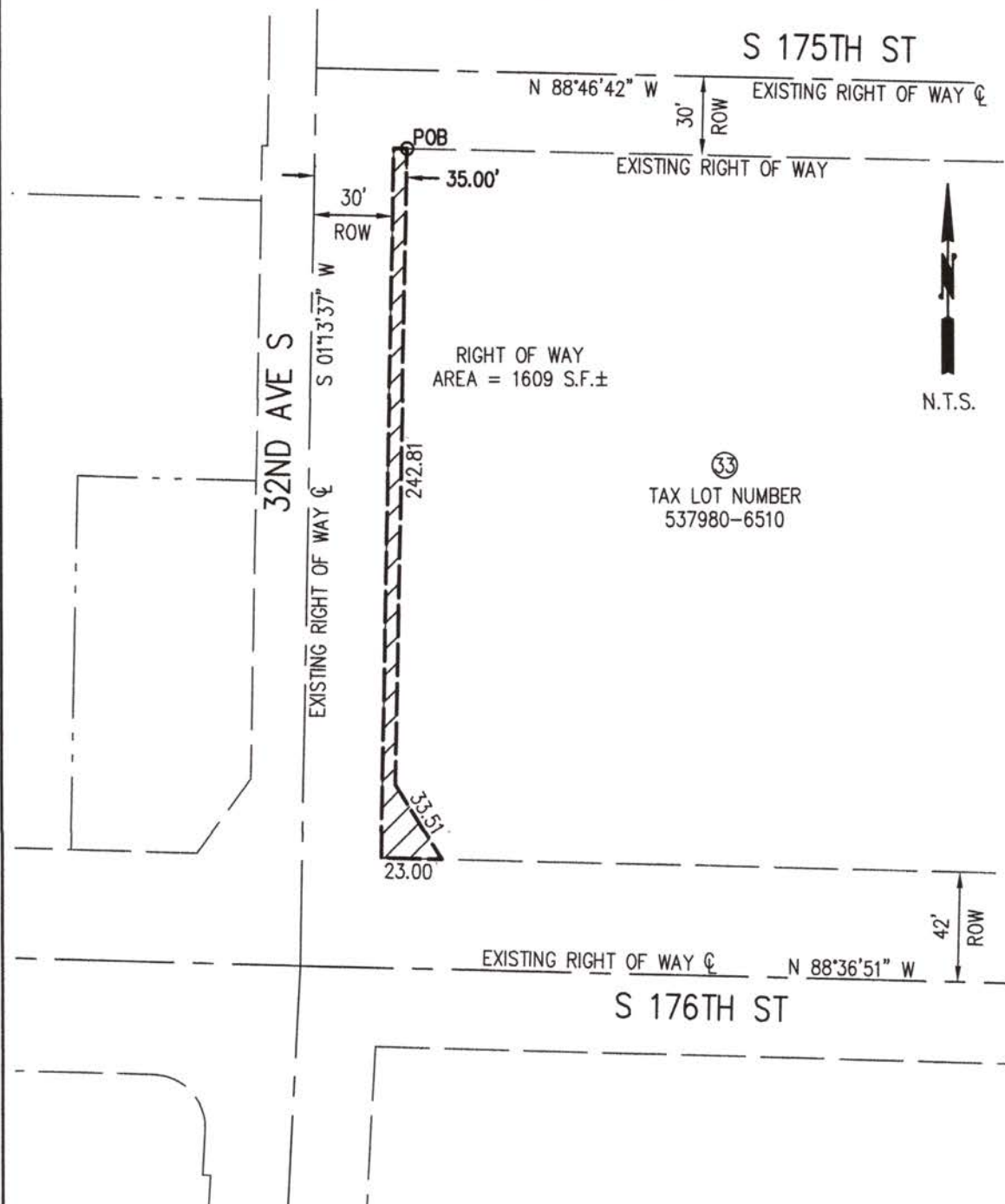
THENCE SOUTH 0°03'48" EAST 285.40 FEET;

THENCE NORTH 89°46'52" WEST 352.78 FEET TO THE POINT OF BEGINNING, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 12 FEET DEEDED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5861222;



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: MARCH 31, 2023

FILE: 33.DWG

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EXHIBIT ____
PARCEL 537980-6510
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 537980-6510
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 35.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 239.38 FEET;

THENCE SOUTH 88° 46' 23" EAST, 3.50 FEET TO A LINE THAT IS 38.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 8.93 FEET;

THENCE SOUTH 31° 15' 39" EAST, 27.00 FEET TO TO A POINT ON THE NORTHERLY MARGIN OF SOUTH 176TH STREET LYING NORTH 88° 36' 51" WEST, 23.00 FEET FROM THE EASTERLY MARGIN OF SAID 32ND AVENUE SOUTH;

THENCE SOUTH 88° 36' 51" EAST ALONG SAID NORTHERLY MARGIN, 106.19 FEET;

THENCE NORTH 01° 23' 09" EAST, 2.00 FEET TO A LINE THAT IS 44.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 176TH STREET;

THENCE NORTH 88° 36' 51" WEST ALONG SAID PARALLEL LINE, 90.20 FEET TO A LINE THAT IS 69.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 15.58 FEET;

THENCE NORTH 88° 36' 51" WEST, 15.00 FEET TO A LINE THAT IS 54.00 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF 32ND AVENUE SOUTH;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 253.50 FEET TO SAID NORTH LINE OF PARCEL "A";

THENCE NORTH 88° 46' 42" WEST ALONG SAID NORTH LINE, 19.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,318 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777871, DATED AUGUST 13, 2020)

BEGINNING AT A POINT NORTH 0°03'48" WEST 30 FEET AND SOUTH 89°46'52" EAST 30 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTH 0°03'48" WEST 284.13 FEET;

THENCE SOUTH 89°59'10" EAST 352.78 FEET;

THENCE SOUTH 0°03'48" EAST 285.40 FEET;

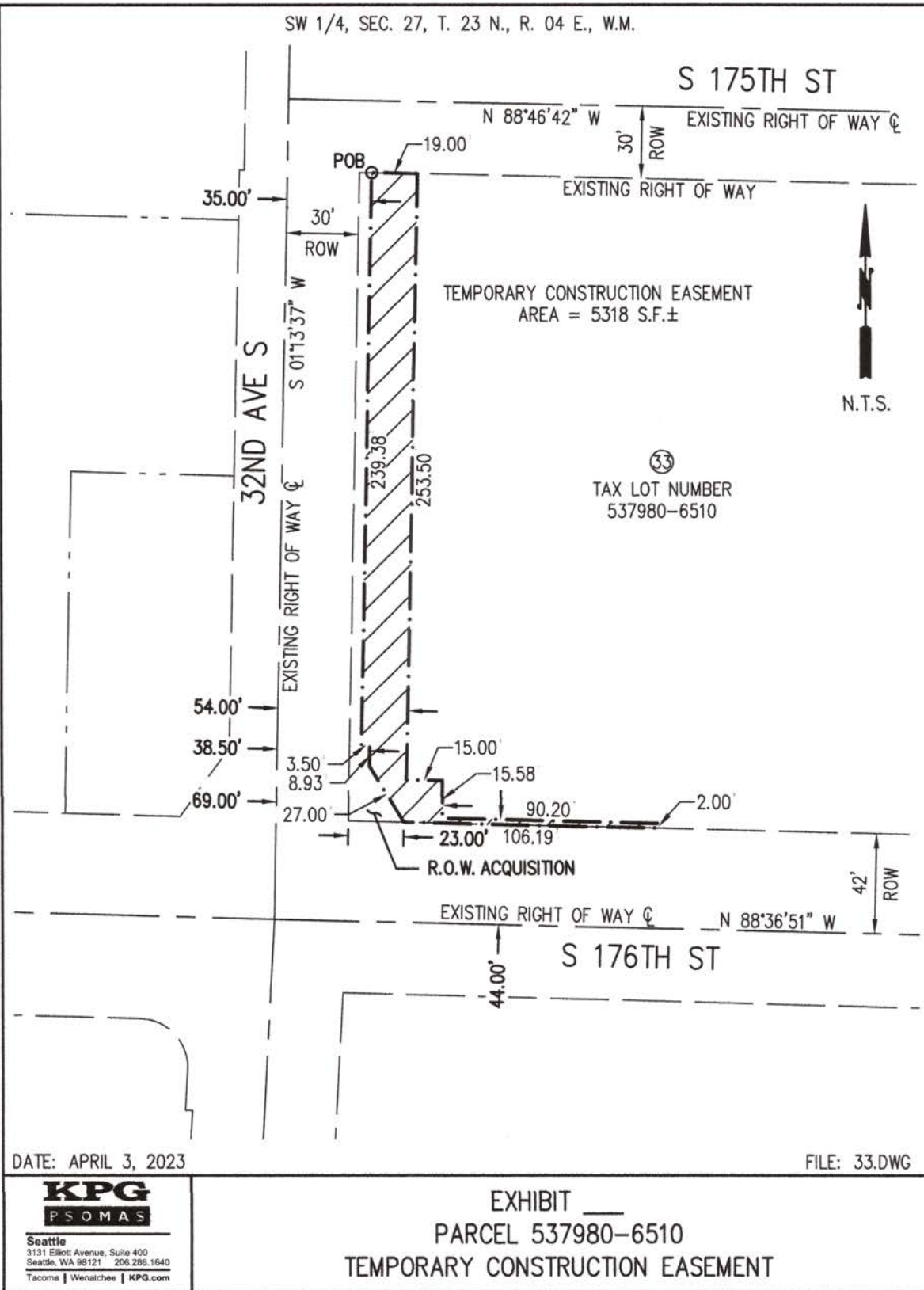
THENCE NORTH 89°46'52" WEST 352.78 FEET TO THE POINT OF BEGINNING, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 12 FEET DEEDED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5861222;

33-TCE.DOCX



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: APRIL 3, 2023

FILE: 33.DWG

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EXHIBIT ____
PARCEL 537980-6510
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 537980-6510
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 35.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 239.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01° 13' 37" WEST, 3.43 FEET;

THENCE SOUTH 31° 15' 39" EAST, 6.52 FEET TO A LINE THAT IS 38.50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 32ND AVENUE SOUTH;;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 8.93 FEET;

THENCE NORTH 88° 46' 23" WEST, 3.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 22 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 777871, DATED AUGUST 13, 2020)

BEGINNING AT A POINT NORTH 0°03'48" WEST 30 FEET AND SOUTH 89°46'52" EAST 30 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTH 0°03'48" WEST 284.13 FEET;

THENCE SOUTH 89°59'10" EAST 352.78 FEET;

THENCE SOUTH 0°03'48" EAST 285.40 FEET;

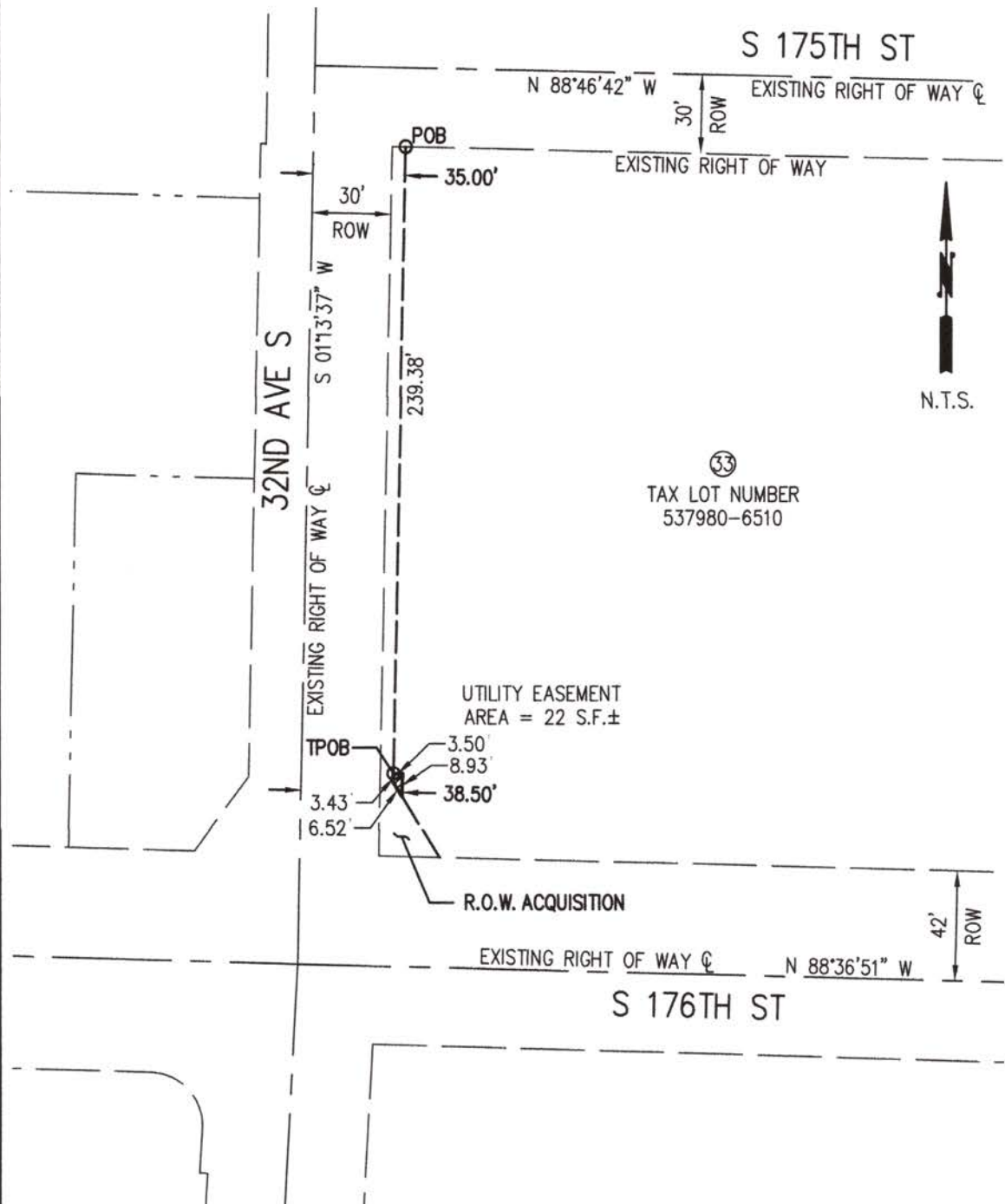
THENCE NORTH 89°46'52" WEST 352.78 FEET TO THE POINT OF BEGINNING, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 12 FEET DEEDED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5861222;



4-3-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: MARCH 31, 2023

FILE: 33.DWG

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EXHIBIT ____
PARCEL 537980-6510
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 272304-9080
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF A LINE THAT IS 35.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

CONTAINING 675 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777745, DATED JULY 30, 2020)

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WEST LINE THEREOF 1516.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

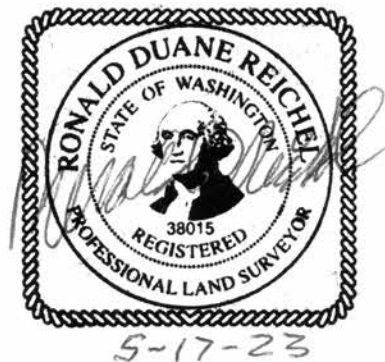
THENCE SOUTH 0°03'48" EAST 135 FEET TO THE NORTH LINE OF SOUTH 173RD STREET;

THENCE ALONG SAID NORTHERLY STREET LINE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWE'S TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 0°02'38" WEST ALONG SAID WEST LINE OF SAID PLAT 135 FEET TO A POINT SOUTH 89°59'10" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°59'10" WEST 145.5 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS A PORTION OF LOTS 13 AND 14 IN BLOCK 35 OF MCMICKEN, AN UNRECORDED PLAT)



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.

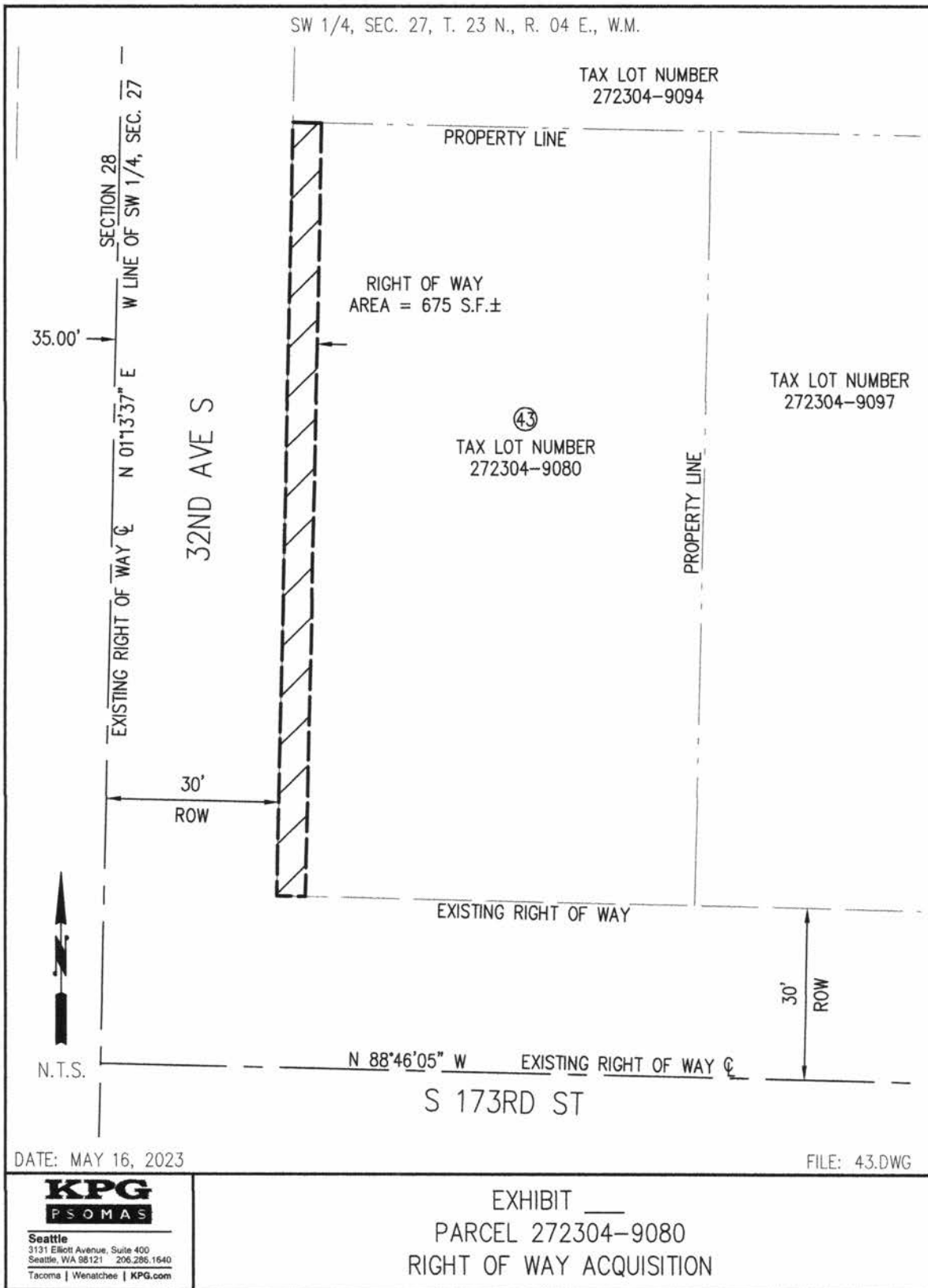


EXHIBIT _____
PARCEL NO. 272304-9080
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 35.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 37.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 74.14 FEET;

THENCE SOUTH 88° 46' 23" EAST, 15.00 FEET TO A LINE THAT IS 42.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 11.29 FEET;

THENCE NORTH 88° 46' 05" WEST, 15.00 FEET TO SAID LINE THAT IS 37.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 44.56 FEET TO A LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 173RD STREET AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 429 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777745, DATED JULY 30, 2020)

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WEST LINE THEREOF 1516.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

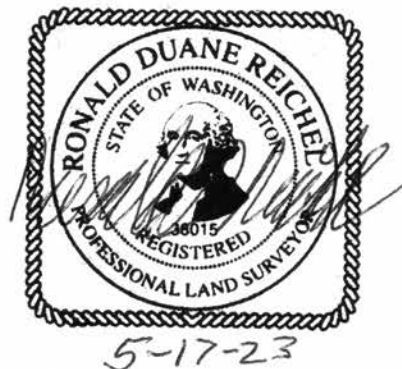
THENCE SOUTH 0°03'48" EAST 135 FEET TO THE NORTH LINE OF SOUTH 173RD STREET;

THENCE ALONG SAID NORTHERLY STREET LINE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWE'S TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON;

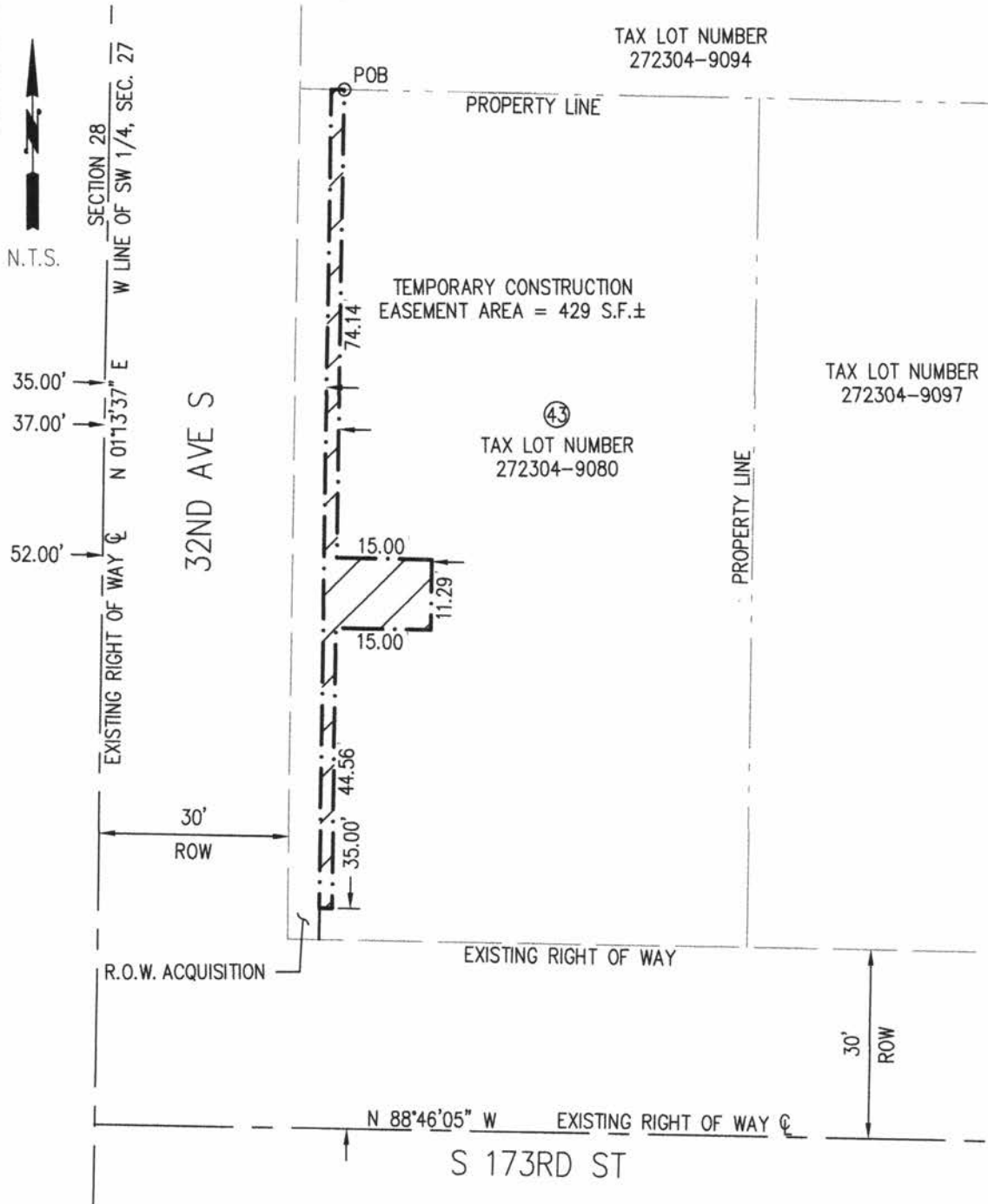
THENCE NORTH 0°02'38" WEST ALONG SAID WEST LINE OF SAID PLAT 135 FEET TO A POINT SOUTH 89°59'10" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°59'10" WEST 145.5 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS A PORTION OF LOTS 13 AND 14 IN BLOCK 35 OF MCMICKEN, AN UNRECORDED PLAT)



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: MAY 16, 2023

FILE: 43.DWG

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EXHIBIT ____
PARCEL 272304-9080
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 272304-9080
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF A LINE THAT IS 37.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, EAST OF A LINE THAT IS 35.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, AND SOUTH OF A LINE THAT IS 35.00 NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 173RD STREET.

CONTAINING 10 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777745, DATED JULY 30, 2020)

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WEST LINE THEREOF 1516.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°03'48" EAST 135 FEET TO THE NORTH LINE OF SOUTH 173RD STREET;

THENCE ALONG SAID NORTHERLY STREET LINE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWE'S TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 0°02'38" WEST ALONG SAID WEST LINE OF SAID PLAT 135 FEET TO A POINT SOUTH 89°59'10" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°59'10" WEST 145.5 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS A PORTION OF LOTS 13 AND 14 IN BLOCK 35 OF MCMICKEN, AN UNRECORDED PLAT)



5-17-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.

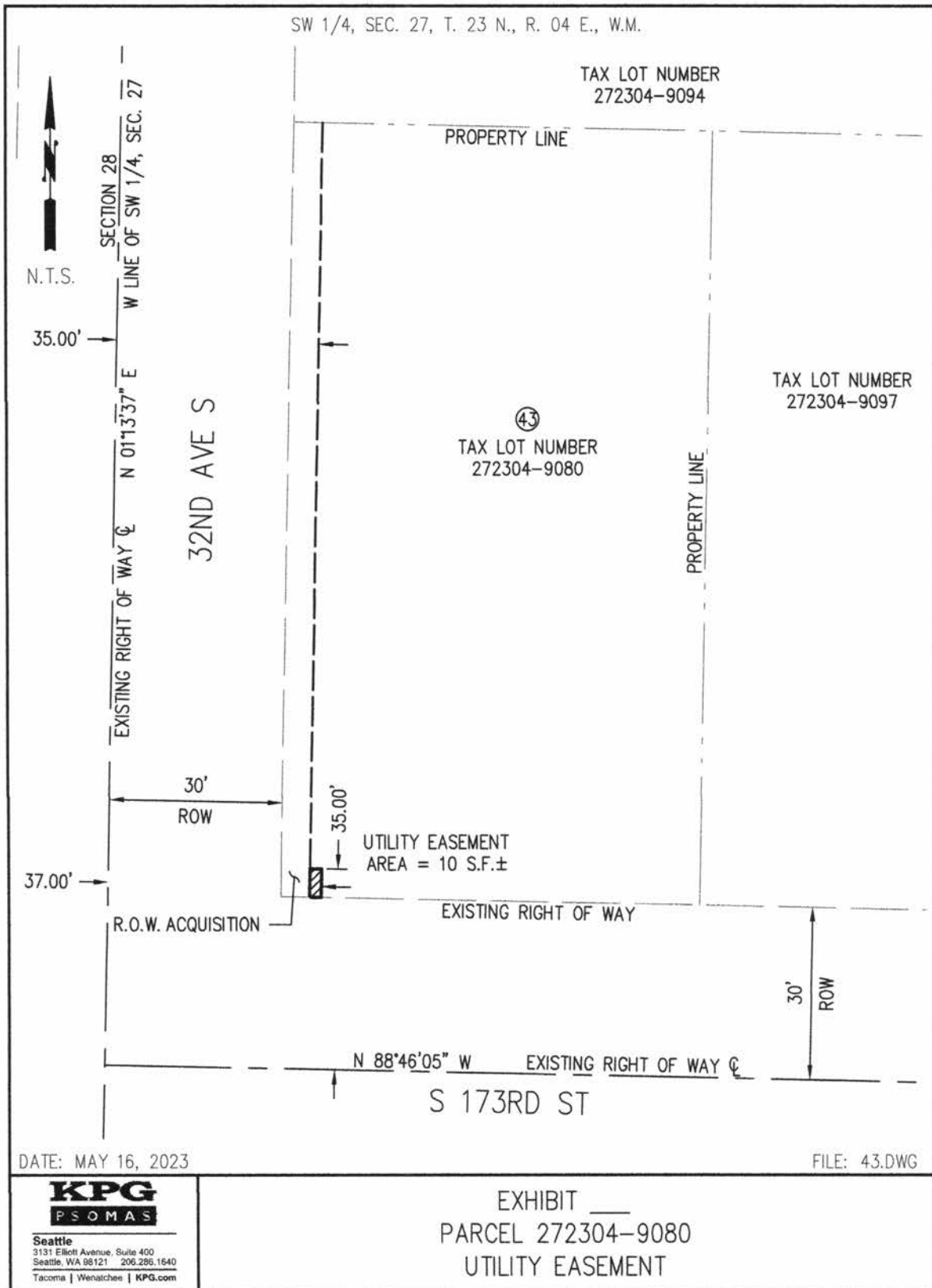


EXHIBIT _____
PARCEL NO. 272304-9094
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 35.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 20.24 FEET;

THENCE SOUTH 88° 46' 23" EAST, 1.50 FEET TO A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 49.76 FEET TO THE NORTH LINE OF SAID PARCEL "A" AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 425 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777830, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,446.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

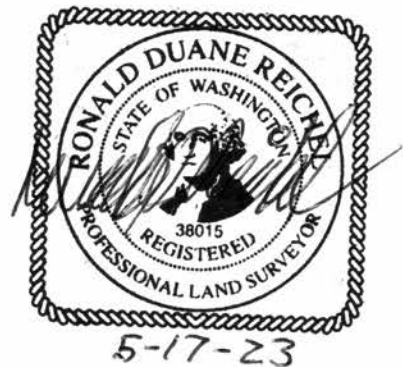
THENCE SOUTH 0°03'48" EAST 70 FEET;

THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;

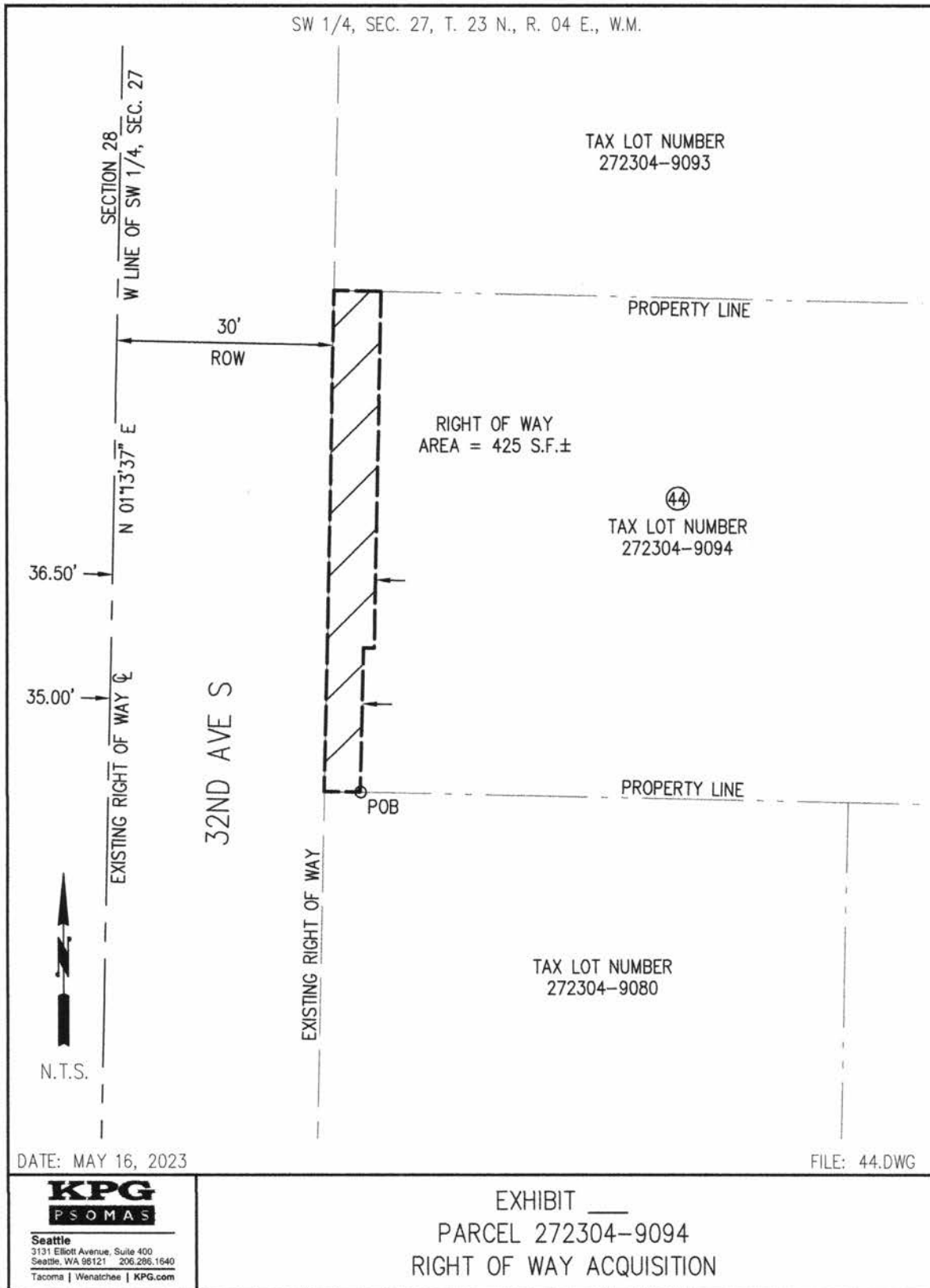
THENCE NORTH 0°02'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT 70 FEET;

THENCE NORTH 89°59'10" WEST 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS THE SOUTH 70 FEET OF THE NORTH 140 FEET OF LOTS 13 AND 14, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, UNRECORDED, LYING WEST OF THE PLAT OF LOWES TERRACE NO. 2);



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



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EXHIBIT ____
PARCEL 272304-9094
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 272304-9094
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 35.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 20.24 FEET;

THENCE SOUTH 88° 46' 23" EAST, 1.50 FEET TO A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 16.26 FEET TO A LINE THAT IS 33.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL "A";

THENCE SOUTH 88° 46' 05" EAST ALONG SAID PARALLEL LINE, 8.00 FEET TO A LINE THAT IS 44.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 7.89 FEET;

THENCE SOUTH 88° 46' 23" EAST, 10.50 FEET TO A LINE THAT IS 55.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 44.39 FEET TO SAID SOUTH LINE OF PARCEL "A";

THENCE NORTH 88° 46' 05" WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 788 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777830, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,446.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°03'48" EAST 70 FEET;

THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;

THENCE NORTH 0°02'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT 70 FEET;

THENCE NORTH 89°59'10" WEST 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS THE SOUTH 70 FEET OF THE NORTH 140 FEET OF LOTS 13 AND 14, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, UNRECORDED, LYING WEST OF THE PLAT OF LOWES TERRACE NO. 2);



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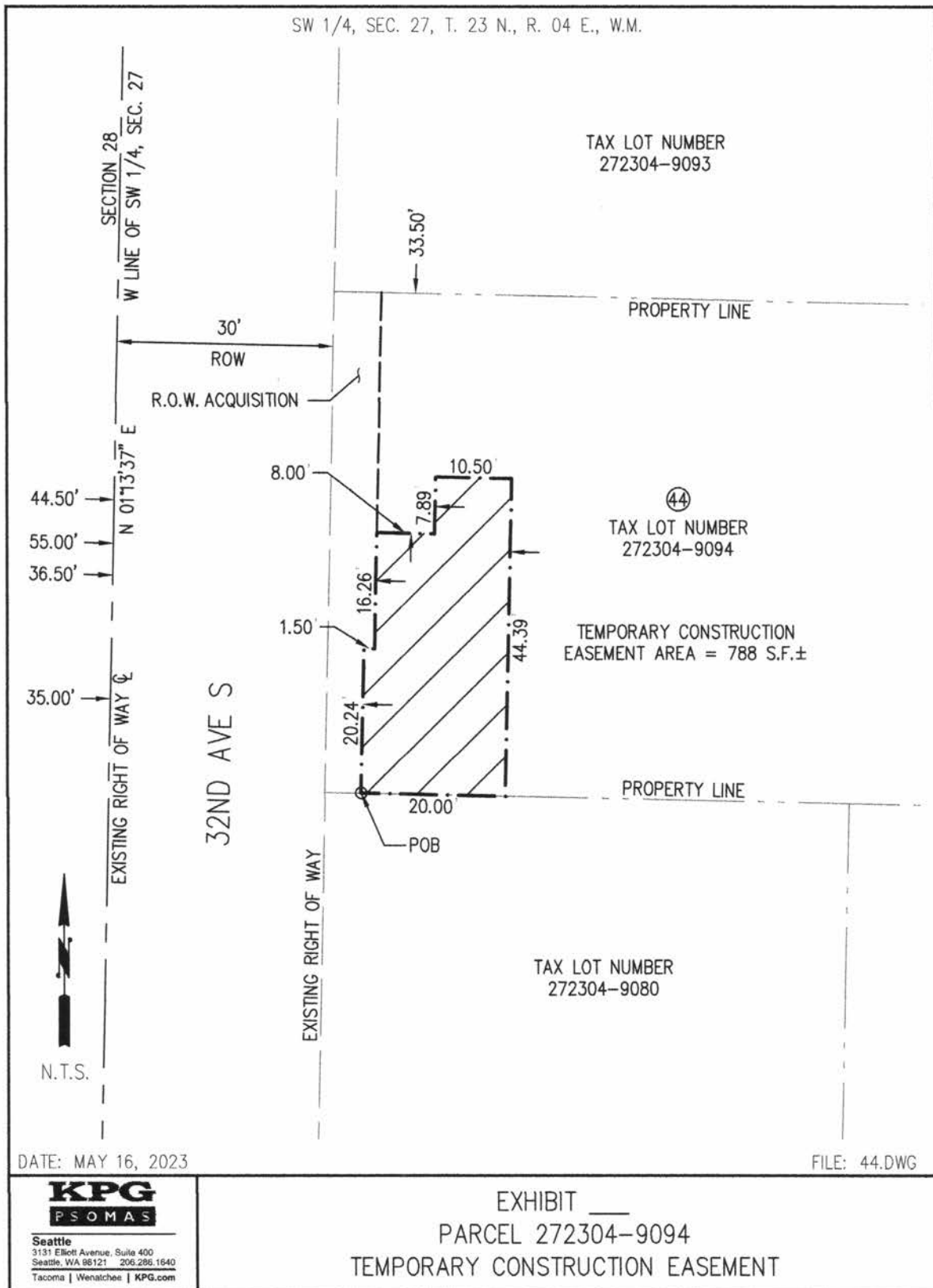


EXHIBIT _____
PARCEL NO. 272304-9094
UTILITY EASEMENT

THE NORTH 33.50 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND WEST OF A LINE THAT IS 44.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE;

CONTAINING 268 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 777830, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,446.96 FEET;
THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'48" EAST 70 FEET;
THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°02'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT 70 FEET;
THENCE NORTH 89°59'10" WEST 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS THE SOUTH 70 FEET OF THE NORTH 140 FEET OF LOTS 13 AND 14, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, UNRECORDED, LYING WEST OF THE PLAT OF LOWES TERRACE NO. 2);



5-17-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.

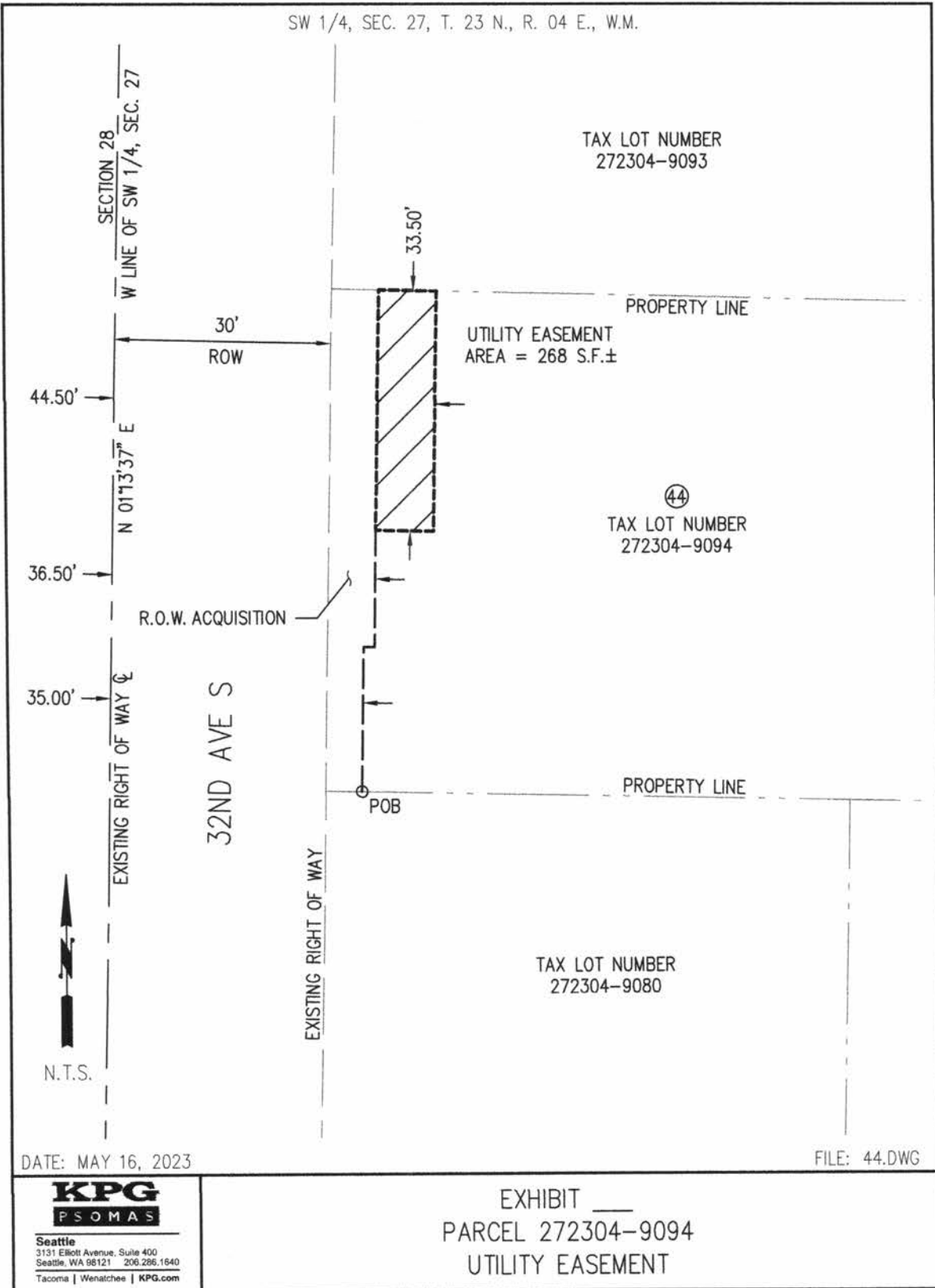


EXHIBIT _____
PARCEL NO. 272304-9093
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

CONTAINING 455 SQUARE FEET, MORE OR LESS.

PARCEL "A":

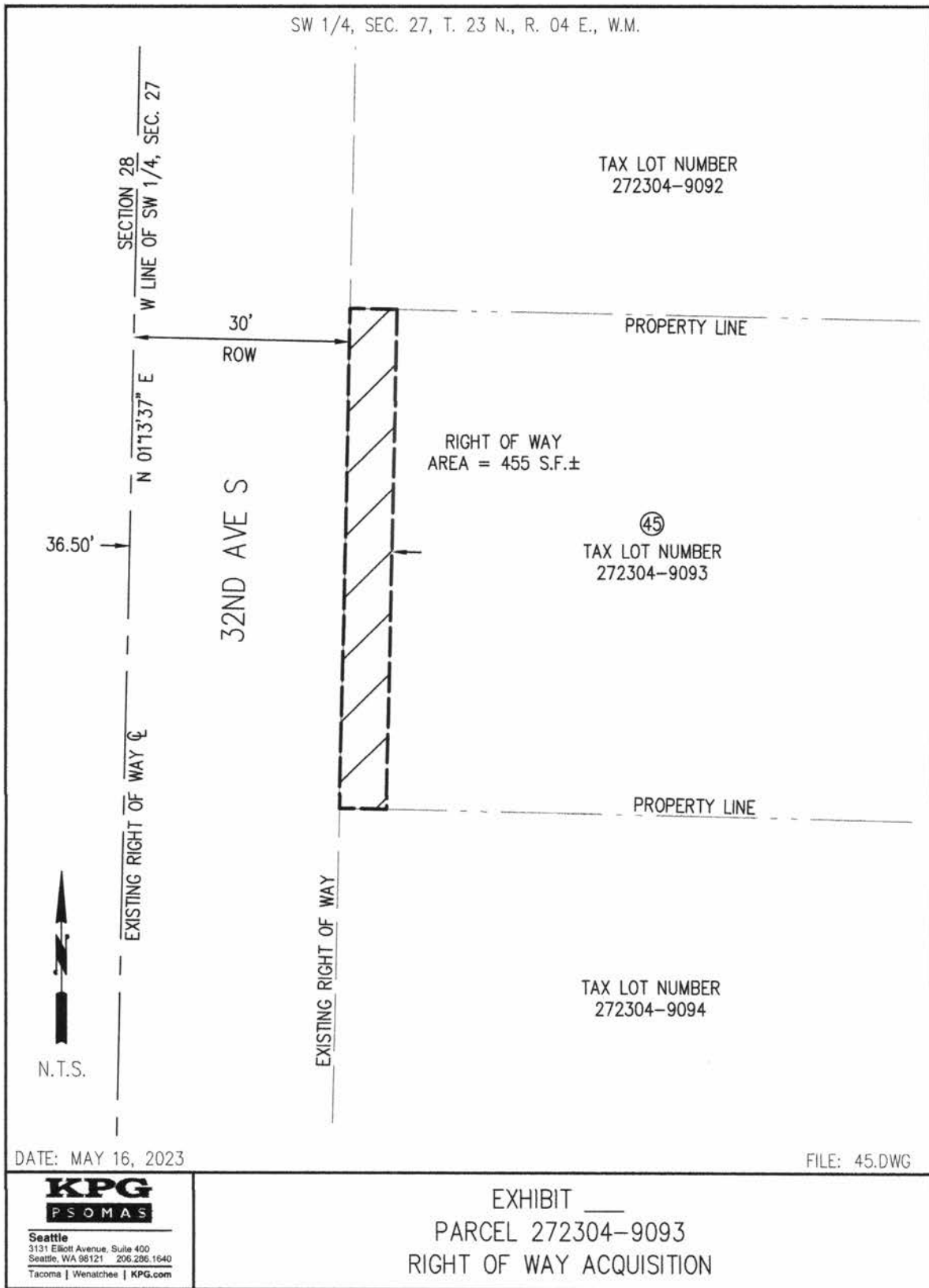
(PER STEWART TITLE COMPANY ORDER NO. 777818, DATED AUGUST 7, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,376.96 FEET;
THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'48" EAST 70 FEET;
THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 39 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°02'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT 70 FEET;
THENCE NORTH 89°59'10" WEST 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;



5-17-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



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PARCEL 272304-9093
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 272304-9093
TEMPORARY CONSTRUCTION EASEMENT

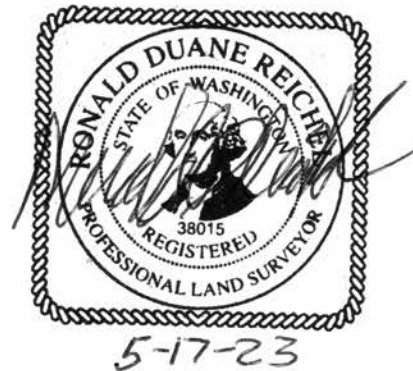
THE SOUTH 20.00 FEET OF THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND WEST OF A LINE THAT IS 52.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE.

CONTAINING 310 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777818, DATED AUGUST 7, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,376.96 FEET;
THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'48" EAST 70 FEET;
THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 39 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°02'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT 70 FEET;
THENCE NORTH 89°59'10" WEST 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;



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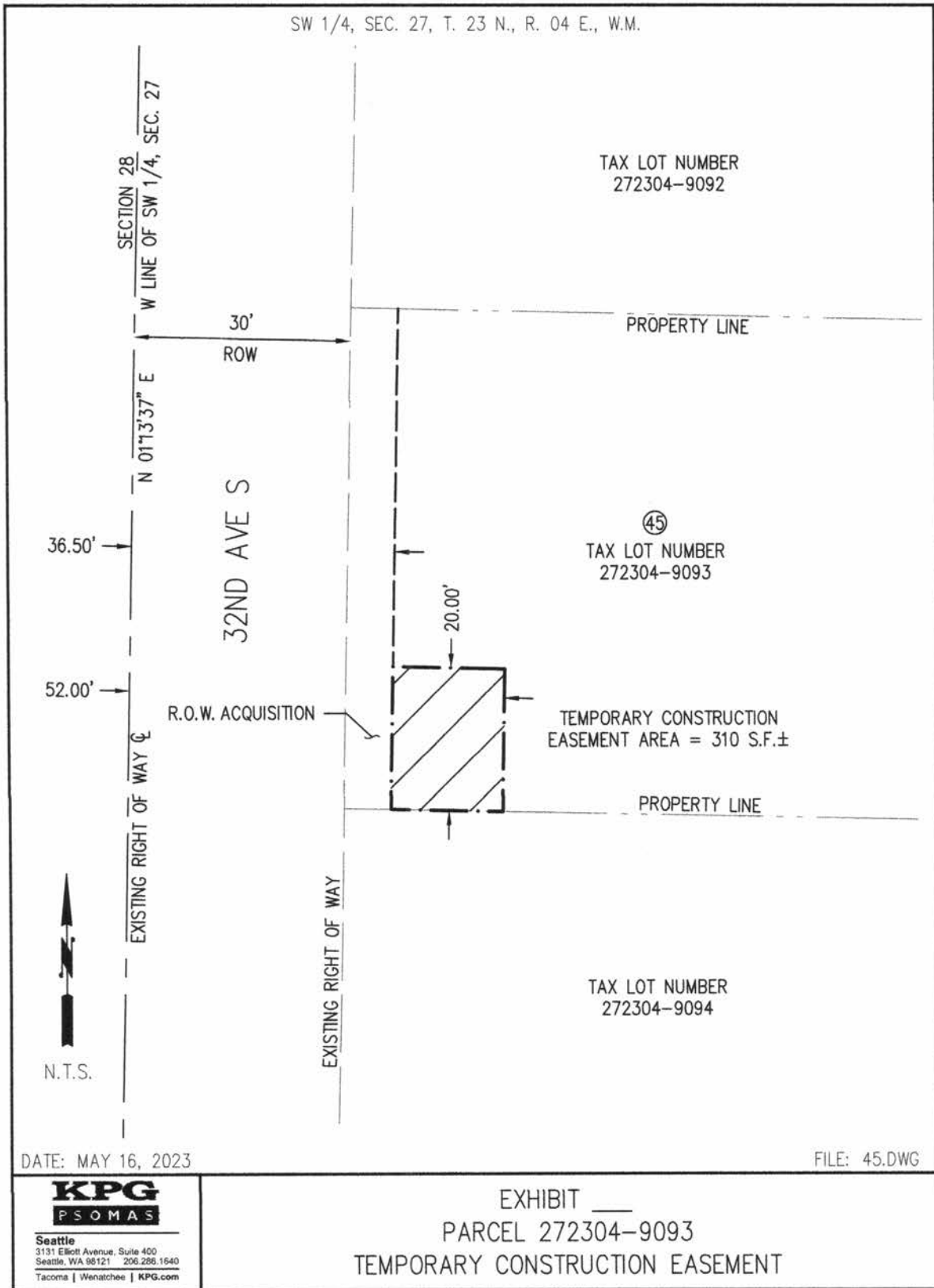


EXHIBIT _____
PARCEL NO. 272304-9092
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

CONTAINING 455 SQUARE FEET, MORE OR LESS.

PARCEL "A":

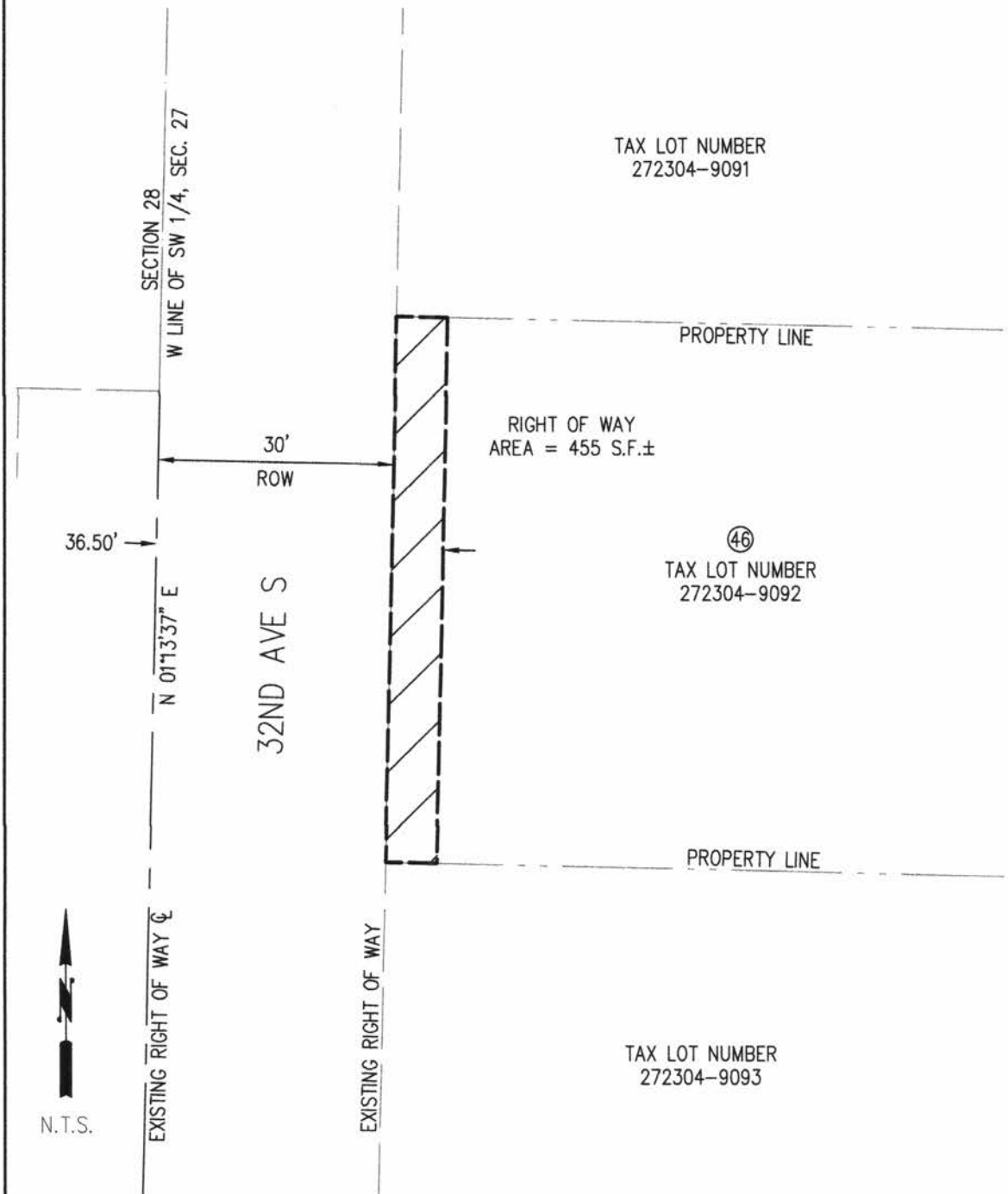
(PER STEWART TITLE COMPANY ORDER NO. 777807, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 1,306.96 FEET;
THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'48" EAST 70 FEET;
THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 39 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°03'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT, 70 FEET;
THENCE NORTH 89°59'10" WEST, A DISTANCE OF 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE SOUTH 70 FEET OF LOTS 1 AND 2, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, LYING WEST OF LOWES TERRACE NO. 2).



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: MAY 16, 2023

FILE: 46.DWG

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EXHIBIT ____
PARCEL 272304-9092
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 272304-9092
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND WEST OF A LINE THAT IS 40.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE.

CONTAINING 245 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777807, DATED AUGUST 5, 2020)

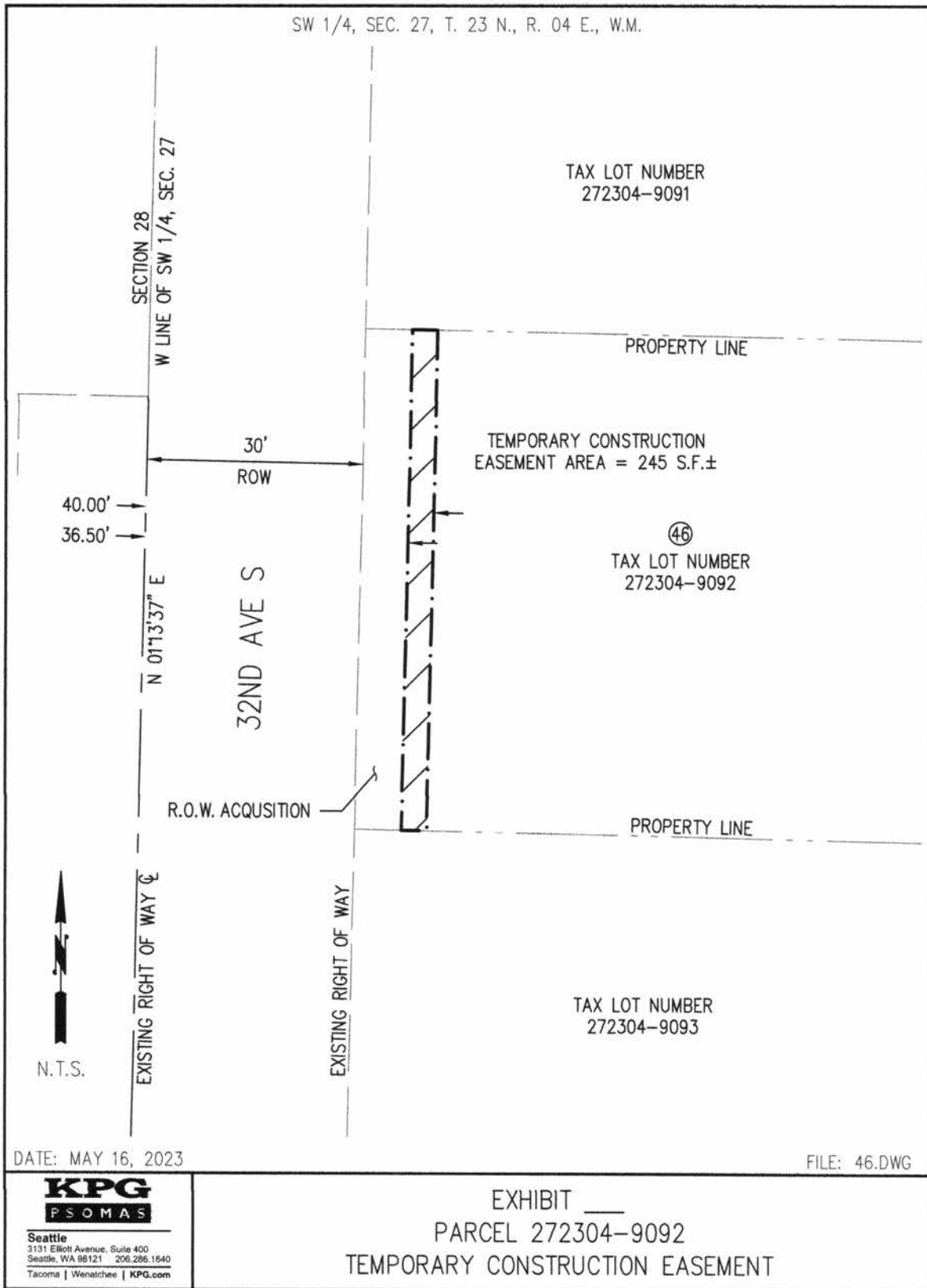
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 1,306.96 FEET;
THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'48" EAST 70 FEET;
THENCE SOUTH 89°59'10" EAST 145.5 FEET, MORE OR LESS, TO THE WEST LINE OF LOWES TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 39 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°03'38" WEST ALONG SAID WESTERLY LINE OF SAID PLAT, 70 FEET;
THENCE NORTH 89°59'10" WEST, A DISTANCE OF 145.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE SOUTH 70 FEET OF LOTS 1 AND 2, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, LYING WEST OF LOWES TERRACE NO. 2).



5-17-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



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EXHIBIT ____
PARCEL 272304-9092
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 272304-9089
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 37.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 52.47 FEET;

THENCE NORTH 15° 28' 21" WEST, 15.66 FEET TO A LINE THAT IS 32.50 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 67.53 FEET TO THE NORTH LINE OF SAID PARCEL "A" AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 607 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777759, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,101.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°03'48" EAST 135 FEET;

THENCE SOUTH 89°59'10" EAST 70 FEET;

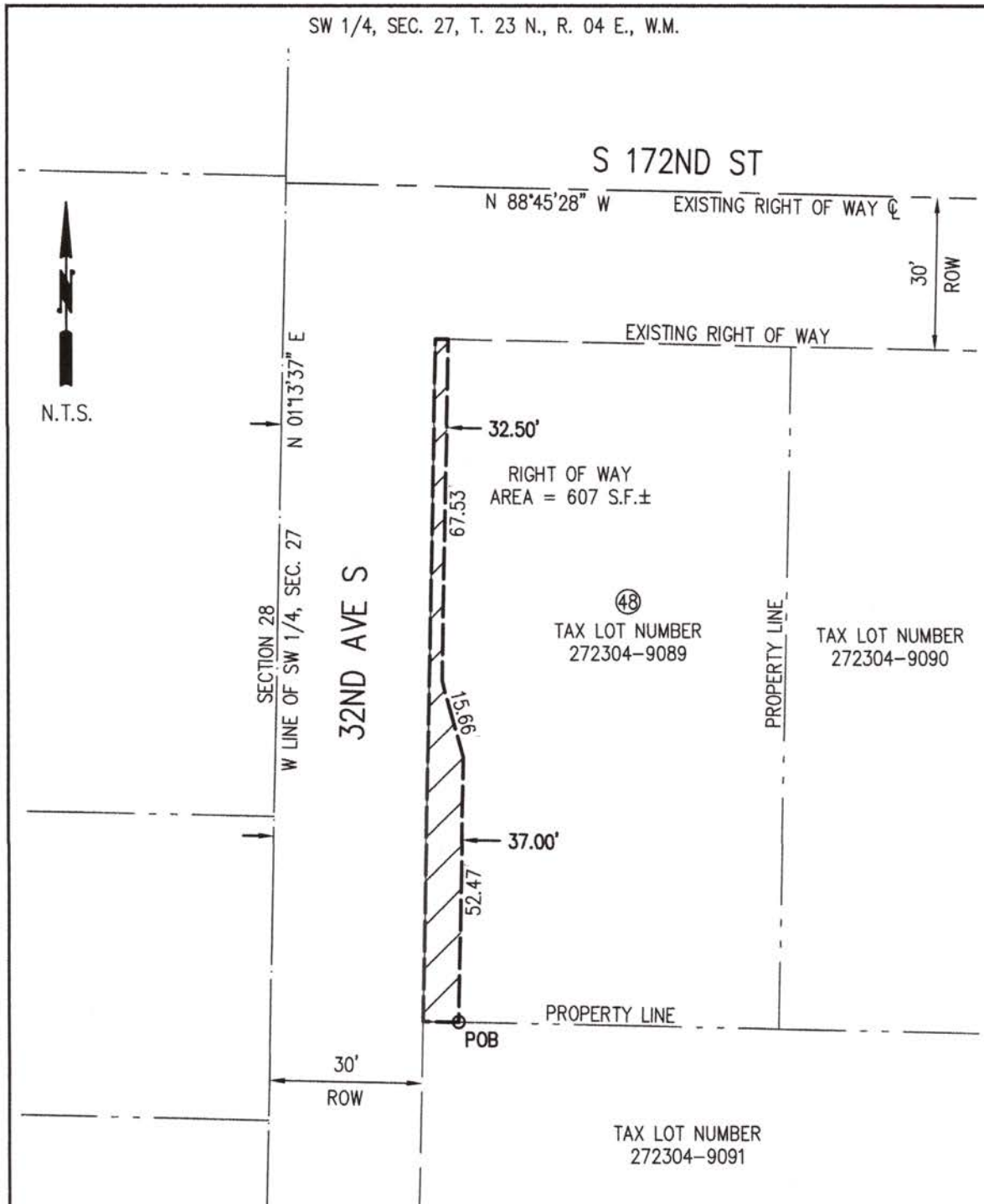
THENCE NORTH 0°02'38" WEST 135 FEET;

THENCE NORTH 89°59'10" WEST 70 FEET TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE NORTH 135 FEET OF LOT 1, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, ACCORDING TO THE UNRECORDED PLAT THEREOF);



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: APRIL 25, 2023

FILE: 48.DWG

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EXHIBIT ____
PARCEL 272304-9089
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 272304-9089
TEMPORARY CONSTRUCTION EASEMENT

THAT NORTH 23.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 32.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND WEST OF A LINE THAT IS 53.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27.

CONTAINING 472 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777759, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,101.96 FEET;

THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

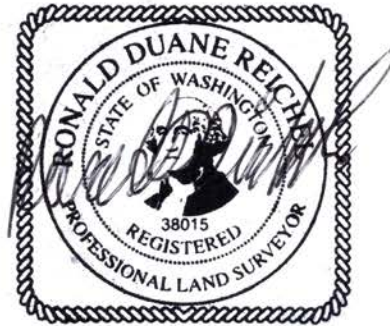
THENCE SOUTH 0°03'48" EAST 135 FEET;

THENCE SOUTH 89°59'10" EAST 70 FEET;

THENCE NORTH 0°02'38" WEST 135 FEET;

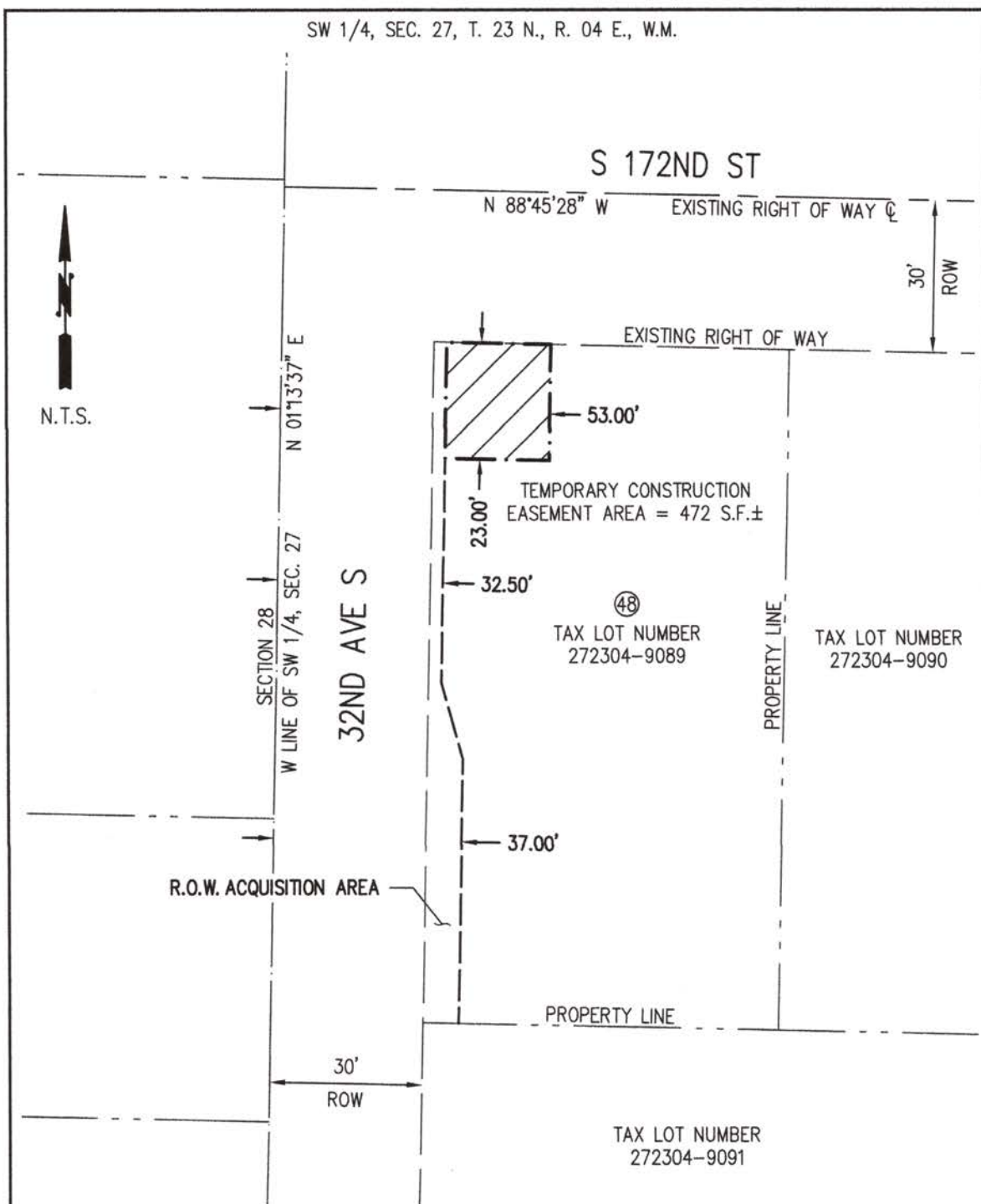
THENCE NORTH 89°59'10" WEST 70 FEET TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE NORTH 135 FEET OF LOT 1, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, ACCORDING TO THE UNRECORDED PLAT THEREOF);



5-1-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



DATE: APRIL 25, 2023

FILE: 48.DWG

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EXHIBIT ____
PARCEL 272304-9089
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 272304-9089
UTILITY EASEMENT

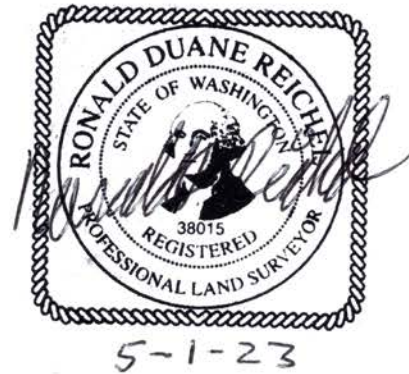
THAT SOUTH 18.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 37.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND WEST OF A LINE THAT IS 45.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27;

CONTAINING 144 SQUARE FEET, MORE OR LESS.

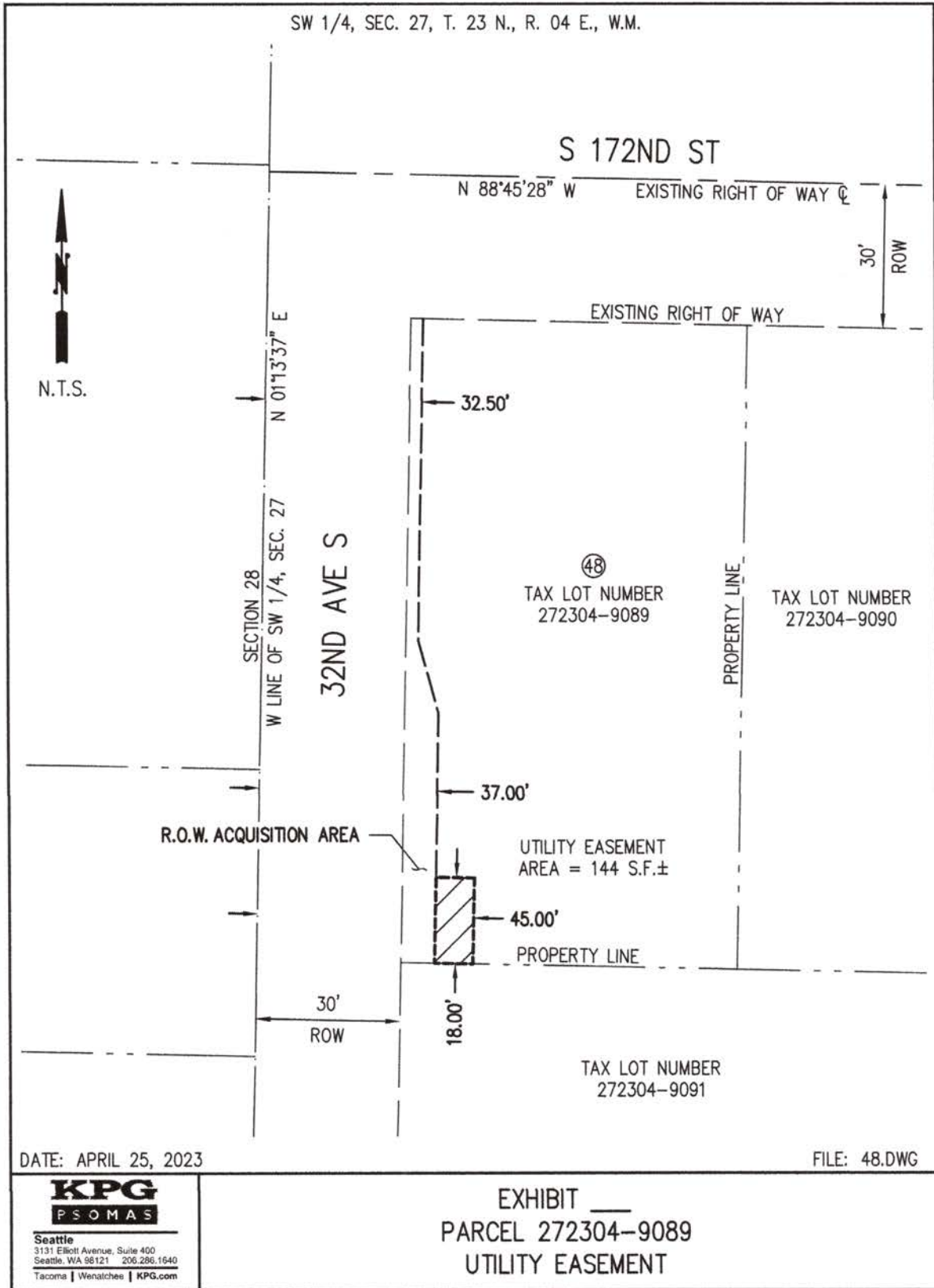
PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777759, DATED AUGUST 5, 2020)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 0°03'48" EAST ALONG THE WESTERLY LINE THEREOF 1,101.96 FEET;
THENCE SOUTH 89°59'10" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 0°03'48" EAST 135 FEET;
THENCE SOUTH 89°59'10" EAST 70 FEET;
THENCE NORTH 0°02'38" WEST 135 FEET;
THENCE NORTH 89°59'10" WEST 70 FEET TO THE TRUE POINT OF BEGINNING;
(BEING KNOWN AS THE NORTH 135 FEET OF LOT 1, BLOCK 35, MCMICKEN HEIGHTS DIVISION 4, ACCORDING TO THE UNRECORDED PLAT THEREOF);



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



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EXHIBIT ____
PARCEL 272304-9089
UTILITY EASEMENT

EXHIBIT _____
PARCEL NO. 272304-9087
RIGHT OF WAY ACQUISITION

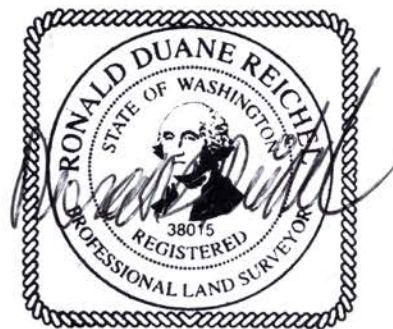
THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

CONTAINING 422 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777754, DATED AUGUST 3, 2020)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING ON THE SOUTH LINE OF SOUTH 170TH STREET, AS SHOWN ON LOWES TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON, AT A POINT 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;
THENCE SOUTH 00°03'48" EAST ALONG THE EAST LINE OF 32ND AVENUE SOUTH 105.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°03'48" EAST ALONG SAID EAST LINE 65.00 FEET;
THENCE SOUTH 89°59'10" EAST TO WEST LINE OF BLOCK 10 OF SAID PLAT;
THENCE NORTH 00°02'46" WEST ALONG SAID WEST LINE 65.00 FEET;
THENCE NORTH 89°59'10" WEST TO THE POINT OF BEGINNING.



5-2-23

SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



SECTION 28
SECTION 27

N 01°13'37" E

30'
ROW

EXISTING RIGHT OF WAY

TAX LOT NUMBER
272304-9088

36.50'

32ND AVE S

W LINE NW 1/4, SW 1/4, SEC. 27

PROPERTY LINE

RIGHT OF WAY
AREA = 422 S.F.±

53

TAX LOT NUMBER
272304-9087

PROPERTY LINE

TAX LOT NUMBER
272304-9086

DATE: APRIL 25, 2023

FILE: 53.DWG

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EXHIBIT ____
PARCEL 272304-9087
RIGHT OF WAY ACQUISITION

EXHIBIT _____
PARCEL NO. 272304-9087
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING EAST OF A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 39.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 44.03 FEET;

THENCE SOUTH 88° 46' 23" EAST, 4.00 FEET TO A LINE THAT IS 43.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 6.33 FEET;

THENCE NORTH 88° 46' 23" WEST, 4.00 FEET TO SAID LINE THAT IS 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 14.64 FEET TO THE NORTH LINE OF SAID PARCEL "A" AND TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 188 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777754, DATED AUGUST 3, 2020)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING ON THE SOUTH LINE OF SOUTH 170TH STREET, AS SHOWN ON LOWES TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON, AT A POINT 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE SOUTH 00°03'48" EAST ALONG THE EAST LINE OF 32ND AVENUE SOUTH 105.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°03'48" EAST ALONG SAID EAST LINE 65.00 FEET;

THENCE SOUTH 89°59'10" EAST TO WEST LINE OF BLOCK 10 OF SAID PLAT;

THENCE NORTH 00°02'46" WEST ALONG SAID WEST LINE 65.00 FEET;

THENCE NORTH 89°59'10" WEST TO THE POINT OF BEGINNING.



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.



SECTION 28
SECTION 27

N 01°13'37" E

EXISTING RIGHT OF WAY

30'
ROW

R.O.W. ACQUISITION AREA

43.00'

36.50'

39.00'

W LINE NW 1/4, SW 1/4, SEC. 27

32ND AVE S

TAX LOT NUMBER
272304-9088

PROPERTY LINE

14.64
4.00
6.33
4.00

53
TAX LOT NUMBER
272304-9087

TEMPORARY CONSTRUCTION EASEMENT
AREA = 188 S.F.±

PROPERTY LINE

POB

TAX LOT NUMBER
272304-9086

DATE: APRIL 25, 2023

FILE: 53.DWG

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EXHIBIT ____
PARCEL 272304-9087
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT _____
PARCEL NO. 272304-9088
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 95.11 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 88° 46' 23" EAST, 10.00 FEET, AN ARC DISTANCE OF 14.74 FEET TO THE SOUTHERLY MARGIN OF SOUTH 170TH STREET AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 703 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777755, DATED AUGUST 3, 2020)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SOUTH 170TH STREET, AS SHOWN ON LOWES TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, RECORDS OF KING COUNTY AUDITOR, AT A POINT 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE SOUTH 00°03'48" EAST ALONG THE EAST LINE OF 32ND AVENUE SOUTH 105.00 FEET;

THENCE SOUTH 89°59'10" EAST 72.00 FEET;

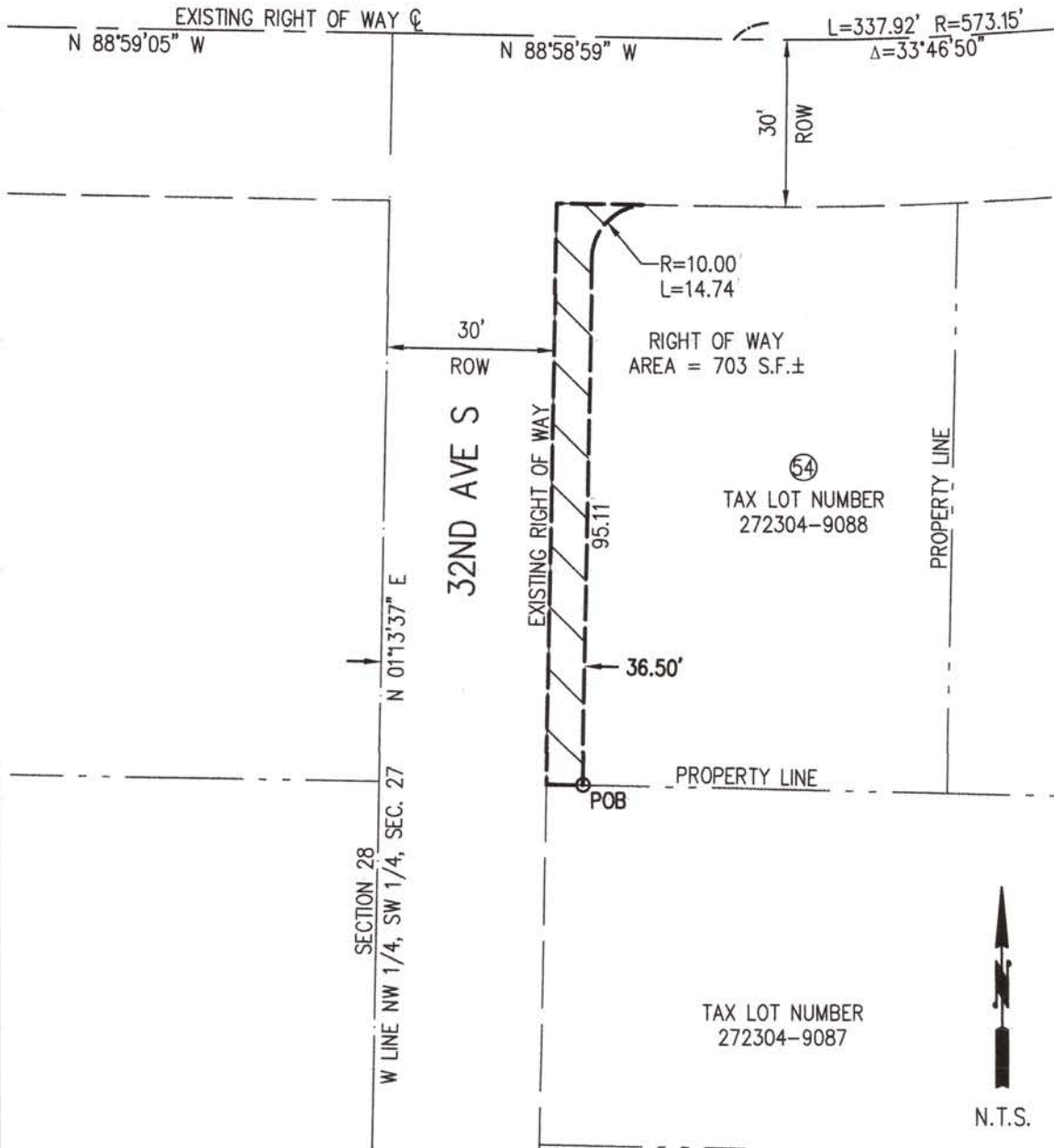
THENCE NORTH 00°03'48" WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHERLY LINE OF SOUTH 170TH STREET;

THENCE WESTERLY ALONG SAID SOUTHERLY TO THE POINT OF BEGINNING.



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.

S 170TH ST



DATE: APRIL 24, 2023

FILE: 54.DWG

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EXHIBIT _____
PARCEL 272304-9088
RIGHT OF WAY ACQUISITION

EXHIBIT
PARCEL NO. 272304-9088
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "A" AND A LINE THAT IS 36.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 01° 13' 37" EAST ALONG SAID PARALLEL LINE, 95.11 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 88° 46' 23" EAST, 10.00 FEET, AN ARC DISTANCE OF 14.74 FEET TO THE SOUTHERLY MARGIN OF SOUTH 170TH STREET;

THENCE SOUTH 88° 58' 59" EAST ALONG SAID SOUTHERLY MARGIN, 0.91 FEET;

THENCE SOUTH 01° 01' 01" WEST, 2.46 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 00° 51' 58" WEST, 7.50 FEET, AN ARC DISTANCE OF 11.73 FEET TO A LINE THAT IS 39.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 44.89 FEET;

THENCE SOUTH 88° 46' 23" EAST, 5.00 FEET TO A LINE THAT IS 44.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 19.00 FEET;

THENCE NORTH 88° 46' 23" WEST, 5.00 FEET TO SAID LINE THAT IS 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE SOUTH 01° 13' 37" WEST ALONG SAID PARALLEL LINE, 31.22 FEET TO SAID SOUTH LINE OF PARCEL "A";

THENCE NORTH 88° 45' 28" WEST ALONG SAID SOUTH LINE, 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 367 SQUARE FEET, MORE OR LESS.

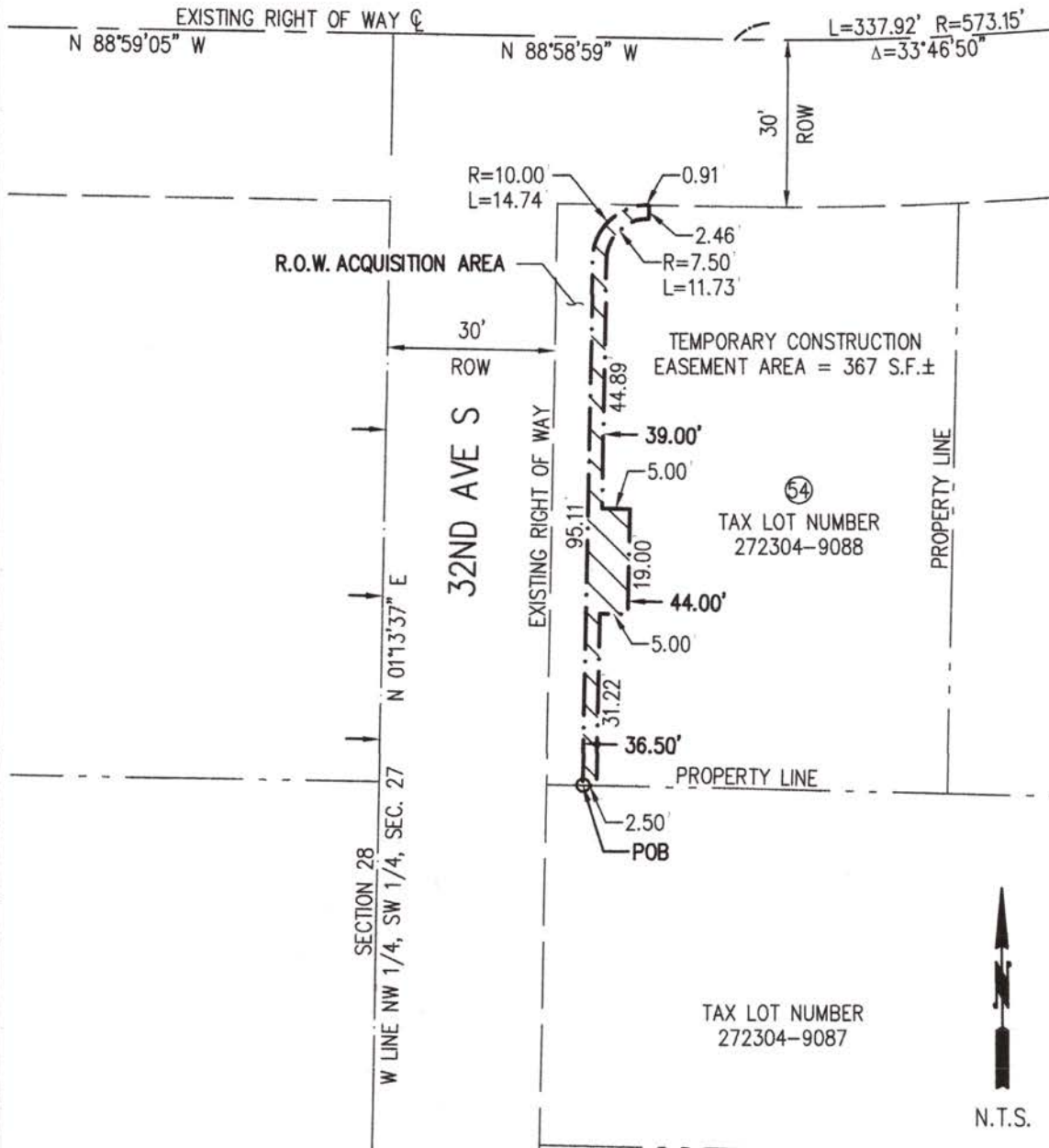
PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 777755, DATED AUGUST 3, 2020)
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SOUTH 170TH STREET, AS SHOWN ON LOWES TERRACE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 12, RECORDS OF KING COUNTY AUDITOR, AT A POINT 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;
THENCE SOUTH 00°03'48" EAST ALONG THE EAST LINE OF 32ND AVENUE SOUTH 105.00 FEET;
THENCE SOUTH 89°59'10" EAST 72.00 FEET;
THENCE NORTH 00°03'48" WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHERLY LINE OF SOUTH 170TH STREET;
THENCE WESTERLY ALONG SAID SOUTHERLY TO THE POINT OF BEGINNING



SW 1/4, SEC. 27, T. 23 N., R. 04 E., W.M.

S 170TH ST



DATE: APRIL 25, 2023

FILE: 54.DWG

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EXHIBIT _____
PARCEL 272304-9088
TEMPORARY CONSTRUCTION EASEMENT

ORDINANCE NO. 24-1015

AN ORDINANCE of the Council of the City of SeaTac, Washington granting a non-exclusive franchise to New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (“AT&T”) authorizing limited use of the public road right-of-way in the City of SeaTac, Washington.

WHEREAS, New Cingular Wireless PCS, LLC (“AT&T”) owns and operates telecommunications facilities, as defined under Chapter 5.25 of the SeaTac Municipal Code (“SMC”); and

WHEREAS, AT&T has applied to the City of SeaTac, Washington, for a non-exclusive franchise to construct, maintain, operate, replace and repair telecommunications facilities in, on, across, over, along, under, and/or through public rights-of-way within the City of SeaTac; and

WHEREAS, the Washington State Constitution, by and through its general grant of police power, and Section 36.55.010 of the Revised Code of Washington authorize counties to grant franchises for use of public rights-of-way; and

WHEREAS, Section 35A.47.040 RCW and Chapter 5.25 of the SeaTac Municipal Code specify requirements for franchises in the City of SeaTac rights-of-way; and

WHEREAS, a franchise is a legislative authorization to use public rights-of-way, however, actual construction and activities in the rights-of-way will also be subject to approved right-of-way use permits after review of specific plans; and

WHEREAS, the SeaTac City Council held a public hearing on July 23, 2024, to solicit comments from the public and to consider whether to grant the requested franchise to AT&T; and

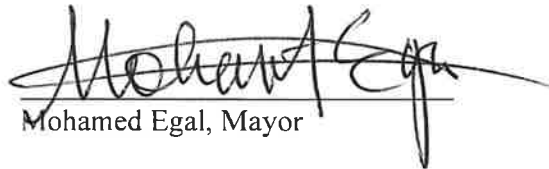
WHEREAS, it has been found to be in the public interest that a franchise, authorizing use of public rights-of-way for wireless telecommunications facilities, be granted to AT&T.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

- Section 1.** The City Council hereby grants a telecommunications franchise to New Cingular Wireless PCS, LLC ("AT&T") authorizing limited use of the public road rights-of-way in substantially similar form as set forth in the Franchise Agreement attached as Exhibit A.
- Section 2.** The City Manager is authorized to execute the Franchise Agreement in substantially similar form as attached hereto as Exhibit A.
- Section 3.** This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 10th day of September, 2024, and signed in authentication thereof on this 10th day of September, 2024.

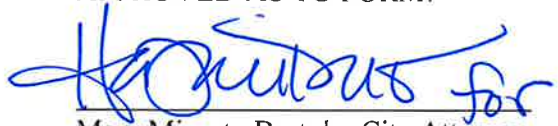
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary Mirante Bartolo, City Attorney
HA Dao, Sr. Asst. City Attorney
[Effective date: 9/21/24]

[Non-exclusive Franchise Agreement for New Cingular Wireless PCS, LLC ("AT&T")]

ATTACHMENT A

After Recording Return to:

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

Grantor:	City of SeaTac
Grantee:	New Cingular Wireless PCS, LLC
Tax Account No:	Not Assigned
Legal Description:	City of SeaTac
Ref. # of Docs. Affected:	N/A
Document Title:	An Ordinance of SeaTac City Council Granting a Non-exclusive Franchise Authorizing Limited Use of Public Road Rights-of-Way in the City of SeaTac, Washington to New Cingular Wireless PCS, LLC

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Section 1. Grant of Franchise

1.1 Pursuant to Sections 35A.11.020 and 35A.47.040 of the Revised Code of Washington (“RCW”) the City of SeaTac, a political subdivision of the State of Washington (the “City”), hereby grants to New Cingular Wireless PCS, LLC, a Delaware limited liability company (the “Grantee”), a non-exclusive franchise to use those portions of the City’s rights-of-way described in Section 1.3 below, for the purposes described in Section 1.2 below, subject to compliance with all applicable provisions of the SeaTac Municipal Code (“SMC” or “City Code”), City policies and the terms and conditions contained in this franchise ordinance (the “Franchise”).

1.2 This Franchise grants the Grantee the right, privilege and authority to use portions of the Public Rights-of-Way (as such term is defined below) of the City for the sole purposes of constructing, digging, maintaining, operating, replacing, upgrading, removing, restoring and repairing its wireless telecommunications facilities and uses incidental thereto (the “Permitted Use”) and for no other purpose or use whatsoever. Grantee hereby warrants that it expects to provide the following services within the City: small cell network consisting of a collection of interrelated Small Cell Facilities designed to deliver personal wireless services. The term “Public Rights-of-Way” or “Rights-of-Way” as used in this Franchise shall mean all public streets, roads, ways, or alleys of the City as now or hereafter laid out, platted, dedicated or improved. Pursuant to this Franchise, the Grantee is authorized to install, locate, construct, operate, maintain, use, replace, restore, upgrade and/or remove such equipment and facilities as may be reasonably necessary or convenient for the conduct of the Permitted Use (the “Grantee Facilities”), in, on, across, over, along, under or through certain Public Rights-of-Way of the City, subject to all applicable provisions of the SeaTac Municipal Code (including any City Engineering Standards), the City’s Comprehensive Plan, Sections 35A.11.020 and 35A.47.070 RCW, and the terms and conditions of City right-of-way use permits issued pursuant to the SMC and Section 4 of this Franchise. This Franchise merely authorizes the Grantee to occupy and use the Public Rights-of-Way at issue, and does not transfer, convey or vest any easement, title, servitude, or other real property interest in or to any Public Right-of-Way or portion thereof in or to the Grantee.

1.3 This Franchise covers all Public Rights-of-Way located within the City of SeaTac as now or hereafter laid out, platted, dedicated or improved.

Section 2. Non-exclusive Franchise

2.1 This Franchise is granted upon the express condition and understanding that it shall be a non-exclusive franchise which shall not in any manner prevent or hinder the City from granting to other parties, at other times and under such terms and conditions as the City, in its sole discretion, may deem appropriate, other franchises or similar use rights in, on, to, across, over, upon, along, under or through any Public Rights-of-Way. Owners, whether public or private, of any authorized facilities or equipment installed in, on, across, over, along, under, and/or through a Public Right-of-Way prior to the construction and/or installation of Grantee’s Facilities in the same location, shall have preference as to positioning and location of their facilities. The position and location of all Grantee’s Facilities in the Public Rights-of-Way shall be subject to the authority of the City Engineer.

2.2 This Franchise shall in no way prevent, inhibit or prohibit the City from using any of the Public Rights-of-Way covered or affected by this Franchise, nor shall this Franchise affect the City's jurisdiction, authority or power over any of them, in whole or in part. The City expressly retains its power to make or perform any and all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacations of, or to any of the Public Rights-of-Way as the City may, in its sole and absolute discretion, deem fit, including the dedication, establishment, maintenance and/or improvement of new Public Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 3. Term; Early Termination

3.1 The initial term of the Franchise shall be for a period of approximately five (5) years (the "Initial Term"), beginning on the Effective Date (as such term is defined in Section 32 of this Franchise) of the Franchise, and continuing until September 30, 2029 (the "Initial Term Expiration Date"), unless earlier terminated, revoked, or modified pursuant to the provisions of this Franchise. So long as Grantee is not in default pursuant to Section 23 of this Franchise, Grantee may extend the Franchise for an additional five (5) years (the "Extension Term") by providing written notice to City at least six (6) months prior to the Initial Term Expiration Date. Upon receipt of Grantee's written notice to extend, the City shall review Grantee's status under this Franchise and confirm within 90 (ninety) days either (1) Grantee's extension, or (2) the status of any outstanding default pursuant to Section 23 of this Franchise. The Initial Term and the Extension Term are collectively referred to in this Franchise as the "Term."

3.2 If any federal, state, or local laws or regulations and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly reopen the terms of this Franchise in order to make amendments as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

3.3 Grantee may terminate the Franchise for any reason or no reason in Grantee's sole discretion upon thirty (30) days written notice to the City, in which case Grantee shall remove Grantee Facilities within ninety (90) days of termination of the Franchise or, with the approval of the City Engineer, abandon in place such equipment, as provided in Section 14.

Section 4. Regulation of Use; Permits Required

4.1 The installation, location, maintenance, operation, relocation, removal or any other work related to any of the Grantee Facilities occurring in, on, across, over, along, under, and/or through any Public Right-of-Way covered by this Franchise, shall be performed in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the use of adjacent property, whether such property is public or private.

4.2 The Grantee shall not commence any work within Public Rights-of-Way until a right-of-way use permit authorizing such work has been issued by the City pursuant to the SMC. In addition to any standards of performance imposed by this Franchise, any and all work performed

by Grantee pursuant to this Franchise shall be performed in accordance with all City Codes and standards applicable to such work, including the City-approved plans and specifications for the work, and the terms and conditions of any right-of-way use permit and/or other permits and/or approvals required under the SMC in order to accomplish the work (e.g., lane closure or road detour permits). Grantee understands and acknowledges that some or all of Grantee's activities may require additional project permits and approvals under City land use codes and development regulations, and Grantee accepts full responsibility for obtaining and complying with same.

4.3 The Grantee shall be responsible for the timely completion of outstanding work upon expiration of City issued permits related to this Franchise.

4.3 In addition to any criteria set forth in Chapter 5.25 of the SMC, the City Engineering Standards, and the City's utility accommodation policies, in reviewing the Grantee's application for any right-of-way use permit pursuant to this Franchise, the City Engineer may, but is not required to, apply the following criteria in reviewing proposed utility routes and in the issuance, conditioning, or denial of such permit:

- (i) the capacity of the Public Rights-of-Way at issue to accommodate the proposed Grantee Facilities;
- (ii) the capacity of the Public Rights-of-Way at issue to accommodate additional utility, cable, telecommunications, or other public facilities if the right-of-way use permit is granted;
- (iii) the damage or disruption, if any, to public or private facilities, improvements, service, travel, or landscaping if the right-of-way use permit is granted;
- (iv) the public interest in minimizing the cost and disruption of construction within the Public Rights-of-Way at issue, including, but not limited to, coordination with future utility installation or City projects;
- (v) recent and/or proposed construction and/or improvements to the Public Rights-of-Way at issue;
- (vi) the availability of alternate routes, locations, and/or methods of construction or installation for the proposed Grantee Facilities, including, but not limited to, whether other routes are preferred; and
- (vii) whether the Grantee has received all requisite licenses, certificates, and authorizations from applicable federal, state, and local agencies with jurisdiction over the activities proposed by the Grantee.

4.4 Prior to commencing any work in a critical area as defined by City Code, the Grantee shall comply with all applicable requirements of the City's critical areas regulations, and shall obtain any and all required permits and approvals. The granting of this Franchise shall in no way relieve the Grantee from its responsibility for avoiding "take" of any threatened or endangered species as defined by the Endangered Species Act of 1973, 16 U.S.C. § 1531, et seq., as amended, in the performance of any work authorized by this Franchise and/or any right-of-way use permits.

Section 5. Emergency Work

5.1 Should any of the Grantee Facilities in the Public Rights-of-Way break or become damaged such that an immediate danger to the property, life, health or safety of any individual is presented, or should any site upon which the Grantee is engaged in construction or maintenance activities pursuant to this Franchise for any reason be in such a condition that an immediate danger to the property, life, health or safety of any individual is presented, the Grantee shall immediately take such measures as are reasonably necessary to repair the Grantee Facilities at issue or to remedy the dangerous conditions on the site at issue so as to protect the property, life, health or safety of individuals. In the event of an emergency described above, the Grantee may take corrective action immediately, without first applying for or obtaining any permits or other authorizations that might otherwise have been required by the City Code and/or this Franchise. However, the emergency provisions contained in this Section 5 shall not relieve the Grantee from its obligation to obtain any permits necessary for the corrective actions taken, and the Grantee shall apply for all such permits by the next business day after the emergency. In the event of any emergency described in this Section 5, the Grantee shall also notify the City of the emergency as soon as may be reasonably feasible after the Grantee discovers the emergency (such notice may be telephonic or email communication), but no later than the next business day.

Section 6. Compliance with Applicable Laws; Performance Standards

6.1 The Grantee shall at all times during the Term of the Franchise undertake the Permitted Use in compliance with all federal, state and local laws, rules and regulations (including, but not limited to, the City's comprehensive plan, zoning code, and other development regulations) that are applicable to any and all work or other activities performed by Grantee pursuant to or under authority of the Franchise.

6.2 During any period of installation, maintenance, operation, relocation, removal or any other work related to any of the Grantee Facilities subject to this Franchise, Grantee shall use industry accepted best-practices to ensure that, to the extent reasonably feasible, such work does not impede: (i) public use of the Public Rights-of-Way at issue for vehicular and pedestrian transportation; (ii) construction and/or maintenance within Public Rights-of-Way and other authorized facilities, equipment and improvements; (iii) the operation, maintenance or improvement by the City of the Public Rights-of-Way or other public property impacted by Grantee's work; or (iv) use of the Public Rights-of-Way for other governmental purposes.

6.3 During any periods of construction within the Public Rights-of-Way, the Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by the City Code, the City Engineering Standards, or the laws of the State of Washington, including, but not limited to, RCW 39.04.180 for the construction of trench safety systems.

6.4 Before the Grantee commences any work under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys, Grantee shall reference all such monuments and markers using a method or methods approved by the City Engineer, and a complete set of reference notes for monument and other ties shall be filed with the City prior to the commencement of construction. Reference points shall be so located that they will not be disturbed during Grantee's operations. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions

permit, as directed by the City Engineer, and to federal, state and local standards. All costs incurred pursuant to this Section 6.4 shall be borne by Grantee.

6.5 If the Grantee shall at any time plan to make excavations in any area covered by the Franchise, the Grantee shall, upon receipt of a written request to do so, provide an opportunity for the City and/or any other grantees or authorized users of the Public Right-of-Way at issue to participate in such excavation, and shall coordinate the location and installation of its Grantee Facilities with the City or such other grantees or authorized entities, PROVIDED THAT, Grantee need not permit the City or any other parties to participate in an excavation if the City Engineer reasonably determines that any of the following are true:

- (i) such joint use would unreasonably delay the performance of Grantee's work;
- (ii) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint use; or
- (iii) valid safety reasons exist for denying a request for such joint use.

6.6 If the Grantee shall at any time plan to include communication facilities in furtherance of the Permitted Use, the Grantee shall provide an opportunity for the City to enter into negotiations for shared use of such communication facilities, and shall coordinate negotiation of shared use of its communication facilities with the City if such shared use is reasonably feasible; PROVIDED THAT, Grantee need not permit the City to participate in shared use of communication facilities if any of the following are true, in the reasonable judgment of the City and the Grantee:

- (i) such shared use would unreasonably delay the performance of Grantee's work;
- (ii) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions, including but not limited to allocation of costs amongst various parties, for accomplishing such shared use;
- (iii) valid safety reasons exist for denying a request for such shared use and/or the proposed facilities of the third party are in conflict with the best practices employed by the Grantee; or
- (iv) the installation of communication facilities is for the purpose of an emergency action to protect the property, life, health or safety of individuals.

Section 7. Restoration of Public Rights-of-Way

7.1 Promptly after completing any work in, on, under, over, across or upon any Public Rights-of-Way, including, but not limited to any excavation, installation, construction, relocation, maintenance, repair or removal of any Grantee Facilities, Grantee shall, at Grantee's sole cost and expense, restore the Public Rights-of-Way and any adjacent affected areas to a like condition or better, or as otherwise required by the City Engineering Standards. Grantee shall also comply with any and all restoration conditions contained in applicable permits or approvals, and the City Engineer shall have final authority to determine in each instance of restoration whether adequate restoration has been performed, reasonable wear and tear excepted.

Section 8. Record Plans, Record Drawings, and Records of Grantee Facility Locations

8.1 The Grantee shall maintain adequate records to document obligations performed under this Franchise. The Grantee agrees and covenants that it shall, within 120 days after completion of any construction project involving a Public Right-of-Way, provide to the City, at no cost to the City, a copy of all as-built plans, maps and records revealing the approximate final locations and conditions of the Grantee Facilities located within such Public Right-of-Way. Additionally, the City may, at any time, deliver a written request to the Grantee for copies of maps and records showing the approximate location of all or any portion of the Grantee Facilities. In such event, the Grantee shall, within thirty (30) days after receipt of the request, provide the City, at no cost to the City, with copies of the requested record plans, record drawings and other records within a reasonable time after receiving the City's request for same. The City shall have the right to review the Grantee's records regarding the subject matter of this Franchise at reasonable times, upon reasonable notice. The right to review records shall last for two (2) years from the expiration or earlier termination of this Franchise. In addition to the maps and records of the Grantee Facility locations, the Grantee shall provide the City, upon the City's request, with copies of records of construction, maintenance, operation, inspections, or regulatory compliance for all Grantee Facilities subject to this Franchise as may be deemed necessary by the City, in its sole discretion, to manage the city roads, Public Rights-of-Way, or other property, or to protect the public health, safety, and welfare. Nothing in this Section 8 shall be construed to require Grantee to violate state or federal law concerning customer privacy, nor shall this Section 8 be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

8.2 If the Grantee considers any portion of its records provided to the City, whether in electronic or hard copy form, to be protected from disclosure under law, the Grantee shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Public Records Act, Chapter 42.56 RCW, to inspect or copy the information so identified by the Grantee and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligations shall be to notify the Grantee: (a) of the request; and, (b) of the date that such information will be released to the requester unless the Grantee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Grantee fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified. The City has, and by this section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the Act. The City shall not be liable to the Grantee for releasing records not clearly identified by the Grantee as confidential or proprietary. The City shall not be liable to the Grantee for any records that the City releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Section 9. Relocation of Grantee Facilities

9.1 The Grantee agrees and covenants that it will promptly, and with as much written notice as is feasible under the circumstances (but in event less than one hundred twenty (120) days), at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from the Public Rights-of-Way any Grantee Facilities when the City Engineer determines after full and fair consideration that such a relocation is necessary for any of the following reasons: (i) traffic conditions; (ii) public safety; (iii) dedications of new Public Rights-of-Way and the establishment and/or improvement thereof; (iv) widening and/or improvement of existing Public Rights-of-Way;

(v) vacations of Public Rights-of-Way; (vi) freeway construction; (vii) change or establishment of road grade; or, (viii) the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, PROVIDED that the Grantee shall generally have the privilege to temporarily bypass, in the authorized portion of the same Public Right-of-Way, upon approval by the City Engineer, any Grantee Facilities required to be temporarily disconnected or removed; AND FURTHER PROVIDED that if the City pays for or reimburses the relocation costs of another wireless telecommunications provider, under substantially similar circumstances, it shall pay for or reimburse a proportionate share of Grantee's relocation costs. In the event of a conflict between this Section 9 and the specific terms of any existing real property interests and rights owned by the Grantee, such as a utility easement or other servitude, the terms of this Section 9 shall be subject to the specific terms of the real property interests and rights owned by the Grantee unless and until those rights are extinguished or amended: (i) by mutual agreement; (ii) pursuant to a judicial condemnation order; (iii) by negotiated sale of said property rights between Grantee and the City in-lieu of condemnation; or, (iv) by any other lawful means.

9.2 Upon the request of the City and in order to facilitate City improvements to Public Rights-of-Way, the Grantee agrees to locate and, if reasonably determined necessary by the City, to excavate and expose, at its sole cost and expense, portions of the Grantee Facilities for inspection so that the location of the facilities may be taken into account in the improvement design.

9.3 Grantee shall, upon reasonable prior written request of any non-governmental person or entity holding a permit issued by the City to move any structure, temporarily move its facilities to allow the moving of such structure, PROVIDED: (i) Grantee may impose a reasonable charge on the permittee for the movement of Grantee's Facilities and such person or entity agrees in writing to pay such charge; (ii) Grantee is granted a permit by the City for such work if a permit is needed; and, (iii) Grantee is given not less than one hundred and twenty (120) business days notice to arrange for such temporary relocation, EXCEPT in any case where the City Engineer determines Grantee Facilities are not reasonably movable.

9.4 Where the City imposes conditions or requirements on a third party development requiring the relocation of any Grantee Facilities, the City shall not be responsible for paying any costs related to such relocation. Nothing in this Franchise is intended or shall be construed to prohibit the Grantee from assessing on such person or entity, other than the City, the costs of relocation as a condition of such relocation.

9.5 To assist Grantee with anticipating relocations of Grantee Facilities related to City improvements to the Public Rights-of-Way, upon request, the City will provide the Grantee with copies of the most recently adopted Six-Year Transportation Improvement Program and Annual Construction Program.

9.6 If the City determines that a City project necessitates the relocation of existing Grantee Facilities, the parties shall proceed as follows:

- (i) The City shall provide the Grantee at least one hundred twenty (120) days written notice prior to the commencement of the construction phase of the City project at issue,

PROVIDED, that under the following circumstances the City need only provide the Grantee with written notice as soon as may be reasonably practicable: (a) in the event of an emergency posing a threat to public safety, health or welfare; (b) in the event of an emergency beyond the control of the City and which will result in adverse financial consequences to the City; or, (c) where the need to relocate the Grantee Facilities could not reasonably have been anticipated by the City.

- (ii) The City shall provide the Grantee with copies of pertinent portions of the designs and specifications for the City project as well as a proposed new location for the Grantee Facilities at least ninety (90) days prior to the commencement of the construction phase of the City project to enable Grantee to promptly relocate such Grantee Facilities. Upon request of the Grantee, thirty percent (30%), sixty percent (60%), and ninety-percent (90%) design plans shall be provided to the Grantee. The City and the Grantee shall, upon the request of either party, meet to discuss the plans, specifications and schedule of the City project at issue at a mutually agreed time in a location determined by the City.
- (iii) After receipt of such notice and such plans and specifications, the Grantee shall complete relocation of its facilities within the Public Right-of-Way at least ten (10) days prior to commencement of the construction phase of the City project at no charge, cost or expense to the City, unless otherwise agreed to within a separate agreement executed by both Parties. Relocation shall be accomplished in such a manner as to accommodate the City's project. In the event of an emergency, the Grantee shall relocate the Grantee Facilities at issue within a time period reasonably specified by the City Engineer.
- (iv) The City and the Grantee may, for each individual City project, enter into an agreement for costs incurred by the City for relocation of Grantee's Facilities and associated work tied to the relocation.
- (v) In the event of an emergency, the Grantee shall relocate the Grantee Facilities at issue within a time period reasonably specified by the City Engineer.

9.7 The Grantee may, after receipt of written notice requesting a relocation of any Grantee Facilities in accordance with Section 9.6, submit to the City proposed written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the City project. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration but the final decision is the sole discretion of the City. Where, upon the request of the Grantee, the City incurs additional costs in performing any maintenance, operation, or improvement of or to public facilities due to measures taken by the City to avoid damaging or to otherwise accommodate one or more Grantee Facilities, the Grantee shall reimburse the City for the full amount of such additional costs promptly upon receiving the City's invoice for same. In the event the City ultimately determines that there is no reasonable or feasible alternative to relocation, the Grantee shall relocate the Grantee Facilities at issue as otherwise provided in this Section 9.

9.8 The provisions of this Section 9 shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of any Grantee Facility by any person or entity other than the City, where the facilities to be

constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay any City projects. The Grantee shall provide certified record drawings (or as-built drawings) detailing the location of Grantee's Facilities within the Public Right-of-Way required to be relocated or removed for the purpose of the non-City project.

9.9 Should relocation be required for a City project pursuant to this Section 9, the Grantee shall be responsible for timely relocation of the Grantee Facilities at issue and the coordination of such relocation with the City (or the City's contractor for the City project). The Grantee shall be fully responsible for the costs of any delays to City projects resulting from relocations of any Grantee Facilities. The Grantee shall indemnify, defend and hold harmless the City from and against any and all claims, lawsuits, or damages, including those brought by a contractor of the City engaged in a City project, arising out of or caused in whole or in part by the location or relocation of one or more Grantee Facilities, as more fully set forth in Section 16 of this Franchise, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of the City or its employees, contractors or agents.

Section 10. Undergrounding of Grantee Facilities

10.1 The undergrounding requirements of this Section 10 shall apply where the Grantee Facilities consist of cable or any other facilities, equipment or systems which are reasonably capable of being placed underground. Where the Grantee Facilities consist of antennae or other facilities, equipment or systems which are required to remain above ground in order to be functional, the terms and conditions of this Section 10 shall not apply.

10.2 In any area of the City in which there are no aerial facilities other than antennae or other facilities required to remain above ground in order to be functional, or in any area in which telephone, electric power wires or other cables have been placed underground, the Grantee shall not be permitted to erect poles or to run or suspend wires, cables or other similar facilities thereon, but shall lay all such wires, cables or other facilities underground in the manner required by the City. The Grantee acknowledges and agrees that, even if the City does not require the undergrounding of all or any portion of the Grantee Facilities at the time the Grantee applies for the applicable right-of-way use permit, the City may, at any time in the future, and in the City's reasonable discretion, require the Grantee to convert all or any portion of the aerial Grantee Facilities to underground installation at the Grantee's sole cost and expense, if such undergrounding is feasible and reasonably practicable.

10.3 Whenever the City requires the undergrounding of the aerial facilities in any area of the City, the Grantee shall underground the aerial Grantee Facilities in that area of the City in the manner specified by the City, if such undergrounding is feasible and reasonably practicable, and concurrently with the other affected facilities. Where other facilities are present or proposed and involved in the undergrounding project, the Grantee shall only be required to pay its fair share of common costs borne by all facilities, in addition to the costs specifically attributable to the undergrounding of the Grantee Facilities. "Common costs" shall include necessary costs not specifically attributable to the installation or undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on

the basis of the number and size of the Grantee Facilities being installed or undergrounded in comparison to the total number and size of all other utility facilities being installed or undergrounded.

Section 11. Maintenance of Grantee Facilities

11.1 The Grantee shall maintain all Grantee Facilities in good condition and repair, in accordance with industry accepted best practices. This also includes any graffiti removal from Grantee's Facilities.

11.2 The Grantee shall take necessary steps to maintain a reasonably clear area around all Grantee Facilities installed above-ground within Public Rights-of-Way. A minimum of five (5) feet of clearance will be maintained around each such object so as to provide clear visibility from the roadway for City operations and maintenance. Prior to using any chemical sprays within the Public Rights-of-Way to control or kill weeds and brush, the Grantee must obtain the City's permission. The City may limit or restrict the types, amounts, and timing of applications provided such limitations or restrictions are not in conflict with State law governing utility right-of-way maintenance.

Section 12. Hazardous Materials

12.1 The City understands and agrees that the Permitted Use contemplated by the Grantee involves the use by Grantee of certain chemicals and/or materials within the Public Rights-of-Way that are classified as hazardous or otherwise harmful to life, health and/or safety (any such chemical or material, a "Hazardous Material") under one or more applicable federal, state or local laws, rules, regulations or ordinances (collectively, the "Hazardous Materials Laws"). The Grantee shall be permitted to use such Hazardous Materials within the Public Rights-of-Way as are reasonably necessary for the Grantee's conduct of the Permitted Use and which are customary for the industry in which the Grantee is engaged, PROVIDED, however, that the Grantee's use of any such Hazardous Materials within the Public Rights-of-Way shall at all times be undertaken in full compliance with all Hazardous Materials Laws, including any orders or instructions issued by any authorized regulatory agencies.

12.2 The Grantee covenants and agrees that it will neither cause nor permit, in any manner, the release, seepage or spill of any Hazardous Material upon, into, under, over, across or through any Public Right-of-Way or property adjacent thereto, whether public or private, in violation of any applicable Hazardous Materials Law. Any such release, seepage or spill of any Hazardous Material within the Public Rights-of-Way that is in violation of any applicable Hazardous Materials Law and is caused by Grantee or its directors, officers, agents, employees or contractors, is, referred to as "Release."

12.3 Should a Release occur, the Grantee shall immediately upon receiving notice thereof provide written notice of the Release to the City and the Washington State Department of Ecology. The Grantee agrees it shall indemnify, defend and hold the City, its elected and appointed officials, employees, agents and volunteers (collectively, the "City Parties") harmless from and against any and all claims, lawsuits, actions, judgments, awards, penalties, fines and other damages (including,

but not limited to, reasonable attorneys' fees and costs) incurred or suffered by any of the City Parties, to the extent the Release is caused by any act or omission of Grantee or its directors, officers, agents, employees or, contractors (collectively, the "Grantee Parties") within Public Rights-of-Way or property adjacent thereto, whether public or private. Grantee shall be responsible, at its sole cost and expense, for completely cleaning up and remediating, as required by any governmental agency having jurisdiction, any Release caused by any Grantee Party within Public Rights-of-Way or property adjacent thereto, whether public or private. Notwithstanding the Grantee's obligation to completely remediate same, in the event of any Release by a Grantee Party, the City may (but need not), in the interest of protecting the health, safety, welfare and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to contain, clean up or remediate the Release at issue. Should the City choose to take any actions pursuant to the preceding sentence, the City shall be entitled to repayment from the Grantee of any and all reasonable costs and expenses incurred by the City in performing such actions.

12.4 Should the Grantee cause a Release as described in Section 12.3 above, failure to promptly comply with all orders or instructions lawfully issued by any authorized regulatory agencies regarding clean-up and remediation shall constitute a material breach of this Franchise, and the City Council may terminate or suspend the Franchise in accordance with Section 23.

Section 13. Dangerous Conditions, Authority for City to Abate

13.1 Whenever the Grantee's excavation, construction, installation, relocation, maintenance, repair, abandonment, or removal of Grantee Facilities authorized by this Franchise has caused or contributed to a condition that, in the reasonable opinion of the City Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, City property or private property, the City Engineer may direct the Grantee to remedy the condition or danger to the satisfaction of the City Engineer, within a specified period of time and at the Grantee's sole cost and expense.

13.2 In the event that the Grantee fails or refuses to promptly take the actions directed by the City Engineer, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, in accordance with Section 13.1 above, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent roads, or road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and the Grantee shall be liable to the City for actual costs and expenses incurred by the City in performing such actions.

Section 14. Removal of Grantee Facilities; Abandonment of Grantee Facilities

14.1 In no event may all or any portion of the Grantee's Facilities located in, on, under, over, across or through the Public Right-of-Way be abandoned or temporarily abandoned in place by the Grantee. In the event of any unauthorized abandonment of all or any portion of the deactivated or abandoned Grantee Facilities by the Grantee, the City may, at its election, and in addition to any other remedies or enforcement options available to the City under this Franchise, at law or in equity, remove all or any portion of the deactivated or abandoned Grantee Facilities on behalf of

the Grantee and restore the Public Rights-of-Way following such removal. Should the City choose to perform any such removal and restoration activities on the Grantee's behalf, the City may dispose of the removed Grantee Facilities in any manner it deems fit and in accordance with applicable laws, and the Grantee shall be liable to the City for all costs and expenses incurred by the City in performing such removal and restoration activities.

Section 15. Fees, Compensation for Use of Public Rights-of-Way and Taxes

15.1 The Grantee shall be subject to all permit fees allowed by law associated with activities undertaken within Public Rights-of-Way through the authority granted to the Grantee by this Franchise or under applicable provisions of the City Code.

15.2 Grantee shall pay itemized costs and expenses incurred by the City in the examination and report of the proposed franchise as set forth in the currently adopted fee schedule (SeaTac Municipal Code 11.10.1000). Grantee shall remit payment to the City within sixty (60) - days of receiving billing invoice. Failure by Grantee to remit payment within sixty (60) days shall constitute a failure to comply with the Franchise. Additionally, the failure by the Grantee to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made. Furthermore, any late payment shall also accrue interest computed at the rate of twelve percent (12%) per annum from the sixtieth day.

15.3 In addition, the Grantee shall promptly reimburse the City for any and all documented costs the City reasonably and necessarily incurs in response to an emergency involving any Grantee Facilities. The Grantee shall also promptly reimburse the City, upon submittal by the City of an itemized billing, for the Grantee's proportionate share of all actual, identified costs and expenses incurred by the City in repairing any City facility (including City right-of-way), or altering such City facility if at the Grantee's request, as the result of the presence of any Grantee Facilities in the Public Right-of-Way. Such costs and expenses shall include, but not be limited to, the Grantee's proportionate share of the costs of City personnel assigned to review construction plans or to oversee or engage in any work in the Public Right-of-Way as a result of the emergency and the presence of the Grantee Facilities in the Public Right-of-Way. Any and all costs will be billed on an actual cost basis. The billing may be on an annual or project basis, but the City shall provide the Grantee with the City's itemization of costs at the conclusion of each project for informational purposes.

Section 16. Hold Harmless and Indemnification

16.1 Grantee agrees to indemnify, defend, and hold harmless any City Party (as such term is defined in Section 12 above) from any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of the acts or omissions of any of the Grantee Parties (as such term is defined in Section 12 above) in the use of a Public Right-of-Way pursuant to this Franchise, except to the extent caused by the sole negligence or willful misconduct of any City Party. This covenant of indemnification shall include, but not be limited to, any and all claims, demands, liability, suits, and judgments arising out of the placement of Grantee's existing utility fixtures and any and all third party claims, demands, liability, suits, and judgments arising out of any of the Grantee Parties' failure to

complete all utility related adjustments, relocations, repairs, or work in accordance with this Franchise and the work plan and schedule agreed to by the City and Grantee, except to the extent caused by the sole negligence or willful misconduct of any City Party. In the event of liability for damages arising out of bodily injury to persons, death or property damage caused by or resulting from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence.

16.2 In the event the City incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 16 against Grantee, all such fees, expenses, and costs shall be recoverable from Grantee to the extent the City prevails in such enforcement action.

16.3 It is specifically and expressly understood that, solely to the extent required to enforce the indemnification, defense and hold harmless obligations contained in this Section 16, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees. This waiver has been mutually negotiated by the parties.

16.4 The City shall give Grantee timely written notice of the matter of any claim or of the commencement of any such action, suit or other proceeding covered by the indemnification, defense and hold harmless obligations contained in this Section 16. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the right and duty to defend, settle or compromise any claims arising hereunder and the City shall cooperate fully therein.

16.5 The City's permitting approval, inspection, lack of inspection, or acceptance of any work performed by the Grantee Parties in connection with work authorized on Grantee Facilities, pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise, shall not be grounds for avoidance of any of the indemnification, defense and hold harmless obligations contained in this Section 16.

16.6 The indemnification, defense and hold harmless obligations contained in this Section 16 shall survive the expiration, abandonment or termination of this Franchise.

Section 17. Limitation of City Liability

17.1 The City's administration of this Franchise shall not be construed to create the basis for any liability on the part of the City Parties, except for the City's sole negligence or willful misconduct. Neither party will be liable under this Franchise for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

Section 18. Insurance

18.1 Insurance Requirements

A. Insurance Required

- i. Grantee shall carry and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Grantee or its employees. The Grantee shall pay the costs of such insurance. The Grantee shall endeavor to require all contractors and subcontractors while working hereunder to obtain and maintain substantially the same coverage as required of Grantee, and furnish separate certificates of insurance from each contractor as evidence of compliance with the insurance requirements of this Franchise.
- ii. The Grantee is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Grantee to comply with the insurance requirements stated herein shall constitute a material breach of this Franchise.
- iii. Each required insurance policy shall be written on an “occurrence” basis.
- iv. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

B. Risk Assessment by Grantee

By requiring such insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Grantee under this Franchise, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Grantee. The Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

C. Limits of Insurance. Coverage shall be at least as broad as and with limits of the following, which may be satisfied through a combination of primary and umbrella or excess liability coverage:

- (i) General Liability
Insurance Services Office form number (CG 00 01) or its substantial equivalent covering COMMERCIAL GENERAL LIABILITY including XCU coverage: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$5,000,000 general aggregate limit.
- (ii) Automobile Liability
Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the appropriate coverage provided by

symbols 2, 7, 8 or 9, or its substantial equivalent for COMMERCIAL AUTOMOBILE LIABILITY covering all owned, non-owned and hired vehicles: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.

(iii) Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington. Qualified self-insurance is allowed.

(iv) Stop Gap/Employers Liability

Coverage shall be at least as broad as the indemnification, protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy: \$1,000,000.

D. Limits of Insurance - Construction Period

Prior to commencement of construction and until construction is complete and approved by the Grantee and the City, the Grantee shall cause the construction contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. The cost of such insurance shall be paid by the Grantee and/or any of the Grantee's contractor/subcontractors. The Grantee shall cause the construction contractor and related professionals to maintain limits no less than the following, which limits may be satisfied through a combination of primary and umbrella or excess liability coverage:

- (i) Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$5,000,000 general aggregate.
- (ii) Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) If doing design or engineering work, Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
- (iv) Workers Compensation: Statutory requirements of the state of residency.
- (v) Stop Gap or Employers Liability Coverage: \$1,000,000.

E. Other Insurance Provisions

The insurance policies required in this Franchise are to contain, or be endorsed to contain, the following provisions:

(i) All Liability Policies except Professional and Workers' Compensation.

- a. The City, its officers, officials, and employees, shall be included as additional insureds by endorsement as their interest may appear under this

Franchise and with respect to liability caused in whole or in part by activities performed by or on behalf of the Grantee/contractor in connection with this Franchise. Such coverage shall include Products-Completed Operations.

- b. To the extent of the Grantee's/contractor's negligence, the Grantee's/contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, or agents shall not contribute with the Grantee's insurance or benefit the Grantee in any way.
- c. The Grantee's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(ii) All Policies

Upon receipt of notice from its insurer, Grantee shall provide the City with thirty (30) days prior written notice of cancellation or non-renewal of any required coverage if not replaced.

F. Acceptability of Insurers

Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A-VII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Grantee shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with appropriate certificates and blanket additional insured endorsements, for approval.

G. Verification of Coverage

The Grantee shall furnish the City with certificates of insurance and blanket additional insured endorsements required by this Franchise. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on ACROD forms.

H. Subcontractors

The Grantee shall endeavor to require all subcontractors while working hereunder to obtain and maintain substantially the same coverage with substantially the same limits as required of Grantee and provide certificates of insurance and additional insured endorsements from each subcontractor; provided, however, this provision may be satisfied by contractors' insurance policies which meet such insurance requirements and insure the activities of their subcontractors in lieu of separate subcontractor insurance policies.

I. Insurance Review

In consideration of the duration of this Franchise, the parties agree that the Insurance section herein, at the discretion of the City Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the City Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. The City must provide 30 days written notice of any changes in insurance requirements.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the Grantee. Any failure by the City to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

18.2 Grantee shall furnish the City with original certificates and blanket additional insured endorsements evidencing the insurance requirements of the Grantee before commencement of the work.

18.3 In satisfaction of the insurance requirements set forth in this Section 18, Grantee may self-insure against such risks in such amounts as are consistent with good utility practice. Grantee shall provide the City with reasonable written evidence that Grantee is maintaining such self-insurance.

Section 19. Performance Security

19.1 Before undertaking any work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, the Grantee shall, upon the request of the City through its permit process, provide a security device in a sum to be set and approved by the City Engineer in accordance with City Code. Grantee may, upon approval of the City Engineer, provide a Franchise security device or Franchise bond to cover all work performed by Grantee under this Franchise in such amount as the City Engineer deems adequate.

Section 20. Annexation

20.1 If any Public Right-of-Way, or portion thereof, is incorporated into the limits of any city or town, it shall not be subject to the terms of this Franchise.

Section 21. Vacation

21.1 If any Public Right-of-Way, or portion thereof, is vacated, it shall not be subject to the terms of this Franchise. The City may retain a utility easement as allowed under RCW 36.87.140 when a Public Right-of-Way, or portion thereof, is vacated. The Grantee may request the City retain a utility easement; however in no case shall the City be obligated to retain such an easement. The City shall not be liable for any damages or loss to the Grantee by reason of such vacation and termination.

Section 22. Assignment

22.1 Neither this Franchise nor any interest therein shall be leased, sold, partitioned, transferred, assigned, disposed of, or otherwise subject to a change in the identity of the Grantee (each such activity, a "Transfer"), in whole or in part, in any manner, without the prior written consent of the City Council, which consent will not be unreasonably withheld, delayed or conditioned. Should any such Transfer be approved by the City, then each and every one of the provisions, conditions, regulations and requirements contained in this Franchise shall be binding upon the approved transferee beginning on the date of the Transfer, and all privileges, as well as all obligations and liabilities of the Grantee shall inure to such transferee equally as if such transferee was specifically mentioned wherever the Grantee is named herein. Notwithstanding the foregoing, Grantee may, without consent of the City, assign its interest in this Franchise to any person or entity controlling, controlled by, or under common control with Grantee as of the date of such assignment.

22.2 In the case of a Transfer to secure indebtedness, whether by mortgage or other security instrument, the City's consent shall not be required unless and until the secured party elects to realize upon the collateral. The Grantee shall provide prompt, written notice to the City, of any assignment to secure indebtedness.

22.3 Any attempt by Grantee to Transfer this Franchise in violation of this Section 22 shall constitute a material breach by Grantee.

22.4 The parties agree and acknowledge that, notwithstanding anything in this Franchise to the contrary, certain equipment deployed by Grantee in the Public Rights-of-Way pursuant to this Franchise may be owned and/or operated by Grantee's third-party wireless carrier customers ("Carriers") and installed and maintained by Grantee pursuant to license agreements between Grantee and such Carriers. Such equipment shall be treated as Grantee's Facilities for all purposes under this Franchise provided that (i) Grantee remains responsible and liable for all performance obligations under the Franchise with respect to such equipment; (ii) the City's sole point of contact regarding such equipment shall be Grantee; and (iii) Grantee shall have the right to remove and relocate the equipment.

22.5 Notwithstanding any provision in this Franchise to the contrary, Grantee shall have the right to assign this Franchise to any parent, subsidiary, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Grantee, or to any entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets of Grantee that are subject to this Franchise.

Section 23. Termination, Revocation, and Forfeiture

23.1 If the Grantee, following written notice from the City of any breach of the Franchise and at least thirty (30) days thereafter to cure such breach: (i) defaults on any material term or condition of this Franchise and all applicable notice and cure periods have expired and such default is continuing; (ii) willfully violates or fails to comply with any of the provisions of this Franchise; or, (iii) through willful misconduct or gross negligence fails to heed or comply with any notice

given the Grantee by the City under the provisions of this Franchise, then the Grantee shall, at the election of the City Council, forfeit all rights conferred hereunder and the Franchise may be terminated by the City Council. Grantee may terminate this Franchise for convenience, with sixty (60) days written notice to the City. Upon termination for any such cause, all rights of the Grantee granted hereunder or under any right-of-way use permit shall cease, and the Grantee shall within sixty (60) days of such termination remove or, with approval of the City Engineer, abandon in place all of the Grantee Facilities from the Public Rights-of-Way in accordance with Section 14 above.

Section 24. Remedies to Enforce Compliance; No Waiver

24.1 In lieu of termination, revocation or forfeiture as provided in Section 23, and without prejudicing any of its other legal rights and remedies, the non-defaulting party may elect to obtain an order from the Superior Court or other court, tribunal, or agency having competent jurisdiction compelling the non-defaulting party to comply with the provisions of this Franchise and to recover damages and costs incurred by the non-defaulting party by reason of the non-defaulting party's failure to comply. In addition to any other remedy provided herein, the non-defaulting party reserves the right to pursue any remedy to compel or force the non-defaulting party and/or its permitted successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the non-defaulting party shall not prevent the non-defaulting party from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

24.2 Failure of the non-defaulting party to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the non-defaulting party from pursuing such right or remedy at any future time.

24.3 Nothing in this Franchise is or was intended to confer third-party beneficiary status on any person or entity to enforce the terms of this Franchise.

Section 25. City Ordinances and Regulations - Reservation of Police Power

25.1 Nothing in this Franchise shall restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise, including, but not limited to, any ordinances adopted under the City's police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations, including design standards, and utility accommodation policies, the location, elevation, manner of construction, and maintenance of any Grantee Facilities located within any Public Right-of-Way, and the Grantee shall promptly conform with all such regulations, unless compliance would cause the Grantee to violate other requirements of law. In the event of a conflict between the regulatory provisions of this Franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 26. Eminent Domain, Powers of the People

26.1 This Franchise is subject to the power of eminent domain and the right of the City Council or the people acting for themselves through initiative or referendum to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 27. Survival and Force Majeure

27.1 Until such time as all of the Grantee Facilities have been removed from the Public Rights-of-Way in accordance with Section 14.1 above, or have been deactivated or abandoned in place in accordance with Sections 14.2 and 14.3 above, all of the provisions, conditions and requirements contained in the following sections of this Franchise shall survive the expiration, revocation, forfeiture or early termination of the Franchise: (i) Section 4 (Regulation of Use; Permits Required); (ii) Section 5 (Emergency Work); (iii) Section 6 (Compliance with Applicable Laws; Performance Standards); (iv) Section 7 (Restoration of Public Rights-of-Way); (v) Section 8 (Record Plans, Record Drawings, and Records of Grantee Facility Locations); (vi) Section 10 (Undergrounding of Grantee Facilities); (vii) Section 12 (Hazardous Materials); (viii) Section 13 (Dangerous Conditions, Authority for City to Abate); (ix) Section 14 (Removal of Grantee Facilities; Abandonment of Grantee Facilities); (x) Section 15 (Fees, Compensation for Use of Public Rights-of-Way and Taxes); (xi) Section 16 (Hold Harmless and Indemnification); (xii) Section 17 (Limitation of City Liability); (xiii) Section 18 (Insurance); (xiv) Section 19 (Performance Security); and, (xv) Section 24 (Remedies to Enforce Compliance; No Waiver).

27.2 After such time as all Grantee Facilities have been either removed from the Public Rights-of-Way or abandoned/deactivated in place to the City's satisfaction pursuant to Section 14 above, only the following provisions shall survive the expiration or earlier termination of the Franchise: (i) Section 8 (Record Plans, Record Drawings, and Records of Grantee Facility Locations); (ii) Section 12 (Hazardous Materials); (iii) Section 16 (Hold Harmless and Indemnification); and (iv) Section 17 (Limitation of City Liability).

27.3 If the Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason of a Force Majeure, then Grantee's performance shall be excused during a Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform its obligations in an orderly and expedited manner using industry accepted best practices. Grantee's performance shall not be excused by economic hardship nor by the misfeasance or malfeasance of its directors, officers, or employees.

27.4 For the purposes of this Franchise, "Force Majeure" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen) that delays or prevents performance by the Grantee of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the Grantee and shall include, without limitation; all of the following events and circumstances: (i) acts of nature, including volcanic eruption, landslide, earthquake, flood, lightning, tornado or other unusually severe storm or environmental conditions, perils of the sea, wildfire or any other natural disaster; (ii) acts of public enemies, armed conflicts, act of foreign enemy, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade,

insurrection, riot, civil disturbance, revolution or sabotage; (iii) any form of compulsory government actions, acquisitions or condemnations, changes in applicable law, export or import restrictions, customs delays, rationing or allocations; (iv) accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantine or criminal acts; (v) inability, after the use of commercially reasonable efforts, to obtain from any governmental authority any permit, approval, order, decree, license, certificate, authorization or permission to the extent required by applicable law; (vi) inability, after the use of commercially reasonable efforts, to obtain any consent or approval required by the Franchise; and, (viii) third-party litigation contesting all or any portion of the Franchise or Grantee's rights under this Franchise.

Section 28. Governing Law and Stipulation of Venue

28.1 This Franchise and all use of Public Rights-of-Way granted herein shall be governed by the laws of the State of Washington, unless preempted by federal law. Any action relating to this Franchise shall be brought in the Superior Court of Washington for King County, Maleng Regional Justice Center, or in the case of a federal action, the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

Section 29. Severability

29.1 If any section, sentence, clause, phrase or provision of this Franchise or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, phrase or provision of this Franchise nor the application of the provision at issue to any other person or entity.

Section 30. Notice and Emergency Contact

30.1 Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

CITY OF SEATAC
Attn.: Public Works Department
4800 S. 188th Street
SeaTac, WA 98188-8605

New Cingular Wireless PCS, LLC
Attn.: Network Real Estate Administration
Re: Cell Site #: _____
Name: City of SeaTac(WA)
Fixed Asset #: _____
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

WITH A COPY TO:

City of SeaTac
Attn.: Legal Department
4800 S. 188th Street
SeaTac, WA 98188

WITH A COPY TO:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Dept. - Network Operations
Re: Cell Site #: _____
Name: City of SeaTac (WA)
Fixed Asset #: _____

208 S. Akard Street
Dallas, TX 75202-4206

The Grantee shall also provide the City a current emergency contact name (or title) and phone number available 24-hours a day, seven days a week. The Grantee shall promptly notify the City of any change in the notice address or emergency contact (or title) and phone number.

EMERGENCY CONTACT:

Jared Chapin, Mobility Operations Manager
Telephone No.: (800) 832-6662
Email:

Section 31. Acceptance

31.1 Within ninety (90) days after the passage and approval of this Franchise by the City Council, the Franchise may be accepted by the Grantee by its filing with the City Council an unconditional written acceptance thereof. Failure of the Grantee to so accept the Franchise within said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall automatically cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

Section 32. Effective Date

32.1 This Franchise shall take effect, if at all, on the date on which the last of the following conditions has been met (the "Effective Date"): (i) ten (10) days have passed since the City Manager executed this Franchise, or this ordinance was otherwise enacted; (ii) the Grantee executes a copy of this Franchise and returns it to the City Council within the time provided in Section 31 above; (iii) the Grantee presents to the City acceptable evidence of insurance as required in Section 18 above; and (iv) the Grantee pays all applicable fees as set forth in Section 15 above.

ACCEPTANCE:

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, New Cingular Wireless PCS, LLC covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the City of SeaTac, SeaTac Municipal Code, and this Franchise.

DATED this _____ day of July, 2024.

**NEW CINGULAR WIRELESS PCS,
LLC**, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Printed Name: _____
Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Grantee returned a signed copy of this Franchise to the City Council within the time provided in Section 31; (2) the Grantee has presented to the City acceptable evidence of insurance as required in Section 18 of this Franchise; and, (3) the Grantee has paid all applicable processing costs and fees as set forth in Section 15 of this Franchise.



Protecting Health and Safety

The health and safety of consumers is a top priority for the wireless industry. Here's what you should know about radiofrequency (RF) energy and wireless devices.

Read What the Experts Say:

- World Health Organization
- American Cancer Society
- National Institutes of Health – National Cancer Institute
- Federal Communications Commission (FCC)
- Food and Drug Administration

What is RF Energy?

Many devices we use every day—baby monitors, Wi-Fi routers, and garage door openers—transmit information using radio waves. These radio waves emit energy commonly referred to as RF energy.

Experts agree that wireless devices have not been shown to pose a public health risk.

The weight of scientific evidence shows no known health risk to humans from RF energy emitted by wireless devices, including smartphones. This evidence includes numerous, independent analyses of peer-reviewed studies conducted over several decades by national and international organizations.

Federal government statistics show the number of brain tumors have decreased since mobile phones were widely introduced in the 1980s while the number of mobile phones and sites has increased significantly, by a factor of 325 and 140, respectively.

Cellular equipment operates within safety limits.

RF energy from antennas used in cellular transmissions, including 5G small cells, result in exposure levels well below FCC safety limits. These limits are based on recommendations from the scientific community and expert non-government organizations. The widely accepted scientific consensus is that towers, small cells, antennas, and other cellular infrastructure pose no known hazard to nearby residents—and as the FCC notes, “the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote.”

FCC regulations protect health and safety.

All wireless devices sold in the U.S. must go through a rigorous approval process to ensure they meet the science-based guidelines set by the FCC. These guidelines—based on internationally-recognized scientific organizations—set limits for the maximum amount of RF exposure from wireless devices and include a significant margin of safety. (Christopher C. Davis Testimony, 2018) Wireless devices and antennas operate well under FCC thresholds. (Christopher C. Davis Testimony, 2018)

New 5G networks emit less RF energy.

Next-generation 5G devices operate on millimeter wave spectrum which, after decades of studies, is subject to the same FCC regulatory regime described above. (Letter from Dr. Kenneth R. Foster to Shreveport City Council, April 28, 2018) Because of the nature of millimeter wave spectrum, 5G devices operate at the same or lower RF levels than today's 4G networks. (Andrew H. Thatcher, Common Radiofrequency Emissions, 2016)

Typical exposure to 5G infrastructure—such as small cells attached to phone poles or the sides of buildings—is comparable to Bluetooth devices and baby monitors. (Christopher C. Davis, Typical Far-Field RF Exposures Compared to FCC Maximum (MPE), 2018) Any hazards “would require exposure to RF energy at levels far above anything that would be possible with ordinary cellular telephone equipment.” (Foster letter, 2018)

Expert voices

“Based on our ongoing evaluation of this issue and taking into account all available scientific evidence we have received, **we have not found sufficient evidence that there are adverse health effects** in humans caused by exposures at or under the current radiofrequency energy exposure limits. Even with frequent daily use by the vast majority of adults, we have not seen an increase in events like brain tumors.”

– Director of the FDA’s Center for Devices and Radiological Health (2018)

“[T]he RF waves given off by **cell phones don’t have enough energy to damage DNA directly or to heat body tissues**. Because of this, it’s not clear how cell phones might be able to cause cancer.”

– American Cancer Society (2018)

“We have relied on decades of research and hundreds of studies to have the most complete evaluation of radiofrequency energy exposure. This information has informed the FDA’s assessment of this important public health issue, and given us the confidence that the **current safety limits for cell phone radiofrequency energy exposure remain acceptable for protecting the public health**. ... [T]he totality of the available scientific evidence continues to not support adverse health effects in humans caused by exposures at or under the current radiofrequency energy exposure limits.”

– Director of the FDA’s Center for Devices and Radiological Health (2018)

More information is available at cellphonehealthfacts.com.

Agencies and organizations that shape U.S. regulations:

- Institute of Electrical and Electronics Engineers (IEEE)
- National Council on Radiation Protection and Measurements
- International Commission on Nonionizing Radiation Protection

ORDINANCE NO. 24-1016

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2023-2024 Biennial Budget revenue and expenditures.

WHEREAS, the Administration and Finance Committee, on September 5, 2024, reviewed the proposed amendment submitted by the City Manager and Finance Director which details recommended changes in expenditure line items and authorizes additional FTE's in the 2023-2024 Biennial Budget; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional appropriation authority to fund certain expenditures identified in Exhibit A;

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

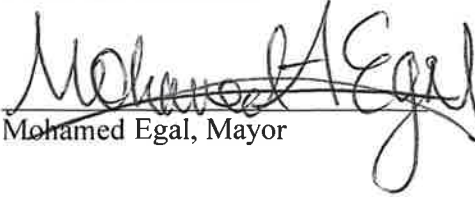
Section 1. A listing of the adjustment requests is included by line item, amount, and fund as shown in the attached Exhibit A. Decision Cards providing detailed descriptions are included as Exhibit C.

Section 2. The 2023-2024 Biennial Budget for the City of SeaTac, covering the period from January 1, 2023, through December 31, 2024, is hereby amended with a total 2024 ending fund balance in the amount of \$109.5 million for all budgeted funds. The City's 2023-2024 biennial budget is attached as Exhibit B, and includes budgeted revenues and expenditures for the 2023-2024 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed.

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

ADOPTED this 24th day of September, 2024, and signed in authentication thereof on this 24th day of September, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: October 5, 2024]

[2023-2024 Biennial Budget Amendment Ordinance]

EXHIBIT A

2023-2024 Biennial Budget Amendment

Revenue

001 001.334.01.20.003
001.337.07.00.021
113 113.332.92.10.000
113.332.92.10.000

2023-2024
TOTAL
\$257,607
\$45,000
\$1,194,120
\$40,000
\$1,536,727

Therapeutic Court - AOC
Support Senior Ctr - KC Adult Services
ARPA Coronavirus Local Allocation
ARPA Coronavirus Local Allocation (Lifeguards ORD24-1013)

Expenditures

FUND

BARS#

001 001.000.01.511.60.41.000
001.000.01.511.60.43.032
001.000.02.523.39.31.100
001.000.02.523.39.35.000
001.000.02.523.39.41.100
001.000.04.514.23.41.018
001.000.08.521.21.31.100
001.000.10.571.23.31.008
001.000.10.571.23.31.013
001.000.10.571.23.41.000
001.000.10.571.23.41.009

Total General Fund (001)

112 112.000.13.551.00.41.000

Total Affrd Housing & Sales Tax (112)

113 113.000.03.518.80.41.000

Total ARPA Grant Fund (113)

Grand Total - ALL FUNDS

2023-2024
TOTAL
\$5,000
\$3,100
\$25,000
\$10,000
\$12,000
\$25,000
\$3,000
\$1,920
\$27,660
\$9,840
\$5,580
\$128,100
\$28,112
\$28,112
\$1,194,120
\$1,194,120
\$1,350,332

Description

Professional Services
Meals
Recovery Support (Therapeutic Court)
Office & Operating Supplies (Therapeutic Court)
Treatment Services (Therapeutic Court)
Accounting & Auditing
Gun Lock Program Supplies (Lock Box Pilot Program)
Office & Operating Supplies (Senior Meals Grant)
Food Supplies (Senior Meals Grant)
Professional Services (Senior Meals Grant)
Rec. Professional Services (Senior Meals Grant)

Professional Services (MSC Rental Assistance)

Human Centered Website Redesign DC

CITY OF SEATAC, WASHINGTON
2023-2024 BIENNIAL BUDGET: EXHIBIT B

9/24/2024

2023-2024 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 305,311,004					
FUND		BEGINNING BALANCE	REVENUES & OTHER SOURCES	EXPENDITURE APPROPRIATION	ENDING BALANCE
001	General Fund	\$ 40,874,342	\$ 98,109,070	\$ 109,242,508	\$ 29,740,903
102	Street Fund	9,127,607	21,284,028	13,737,632	\$ 16,674,003
105	Port ILA	13,049,905	3,066,578	3,171,751	\$ 12,944,732
106	Transit Planning	410,101	570,960	151,045	\$ 830,016
107	Hotel/Motel Tax	11,331,778	3,859,200	3,267,846	\$ 11,923,132
108	Building Management	3,727,788	566,022	578,336	\$ 3,715,474
111	Des Moines Creek Basin ILA	4,320,685	710,700	3,404,445	\$ 1,626,940
112	Affordable Housing Sales Tax	221,408	297,290	406,112	\$ 112,586
113	ARPA Grant	68,336	8,063,981	8,024,591	\$ 107,726
114	Restricted Public Safety Fund	-	376,514	308,726	\$ 67,788
207	SCORE Bond Servicing	390,871	287,863	283,063	\$ 395,671
301	Municipal Capital Improvements	19,345,703	6,866,625	15,695,587	\$ 10,516,741
306	Facility Construction CIP	3,750,367	104,300	1,356,539	\$ 2,498,128
307	Transportation CIP	18,602,849	10,129,547	20,799,507	\$ 7,932,889
308	Light Rail Station Areas CIP	3,030,848	120,750	848,666	\$ 2,302,932
403	SWM Utility	7,006,547	8,560,729	9,619,720	\$ 5,947,556
404	Solid Waste & Environmental	1,467,037	878,041	688,586	\$ 1,656,492
501	Equipment Replacement	2,259,169	2,473,465	4,214,661	\$ 517,973
TOTAL BIENNIAL BUDGET		\$ 138,985,341	\$ 166,325,663	\$ 195,799,321	\$ 109,511,684

Exhibit C

City of SeaTac

Decision Card

Title: Human Centered Services for Website Redesign

Fund(s): ARPA (113)

Amount: \$ 0

Program: Digital Content Management

Department: CMO

Director: Kyle Moore

New Program? ☐ Yes ☒ No

(If Yes, Program Inventory Sheet Required)

Date Prepared: 05/23/2024

Preparer: Brion Humenay

Mandatory? ☐ Yes ☒ No

Description: *(Provide a brief overview of what is being requested)*

The website redesign initiative is aimed at enhancing user experience and accessibility for diverse audiences. To achieve these goals, it is being proposed to adopt a Human-Centered Design approach, which involves understanding end users, engaging them throughout the design process, considering the holistic experience, and fostering interdisciplinary collaboration. The end-goal is to provide a user-centric website that facilitates better accessibility to City information, programs and services.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

See attached materials.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

The City allocated \$202,850 for a website redesign as part of the 2023-2024 budget. If the funding for the human-centered design approach is not approved, the City will proceed with redeveloping the website using the existing resources and appropriations.

City Goal: *(Identify how this request works towards the City's Goals):*

Build Effective and Accountable Government - A human-centered webpage will help the City disseminate information about City programs and services, help develop community engagement and interest in City activities, facilitate community coordination and collaboration, and enable the City to reach more of its underserved constituents by utilizing best user-centric practices.

Funding Detail:

		2023	2024
Expenditures:	Fund(s)/Source	Amount	Amount
	One-Time Costs		1,194,120
	On-Going Costs		
Total Expenditures		\$ 0	\$ 1,194,120
Revenues:			
	Grant <i>(Identify Grant)</i>		1,194,120
	Other <i>(Identify)</i>		
Total Revenues		\$ 0	\$ 1,194,120
Total Request (Net):		\$ 0	\$ 0



MEMORANDUM

To: Administration and Finance Committee
Through: Kyle Moore, Interim City Manager
From: Brion Humenay, Senior Management Analyst
Date: September 5, 2024
Re: Human Centered Website Redesign

Purpose

In today's digital era, it's crucial for municipalities to offer a seamless online platform that enhances the experience for residents and businesses seeking access to city programs and services. A well-designed city website not only improves accessibility and convenience but also fosters transparency, efficiency, and broader outreach, ultimately bolstering engagement with the community.

To address this need, the City's website redesign project proposes adopting a Human-Centered Design (HCD) approach. This approach prioritizes user experience, ensuring that every visitor to the website has a positive interaction. By embracing HCD, the city aims to elevate citizen engagement and cultivate a more positive perception of city services among locals.

Background

The City of SeaTac relies primarily on its public website as its main communication platform. Between February 21 and May 20 of this year, the website attracted over 530,000 user visits, reflecting typical traffic patterns and underscoring the website's significance for residents in search of city-related information, programs, or services. However, the current website hasn't been updated since 2016 and is considered outdated.

To address this issue, the 2023-2024 Biannual Budget allocated \$202,850 for procuring a new software system to replace the existing website. Part of this budget was designated to secure two new web programs: govDelivery and EngagementHQ. GovDelivery enhances outreach by enabling the City to engage with a wider audience through an efficient email delivery system. EngagementHQ, on the other hand, tailors engagement efforts to reach underserved and hard-to-reach members of the SeaTac community, ensuring their voices are equally heard in city matters.

What is Human Centered Design?

Human-centered design is an approach to software configuration and implementation that prioritizes the needs, preferences, and experiences of the end-users throughout the design process. It involves understanding the users' perspectives, engaging them in the design process, considering the entire process, testing, and iterating solutions based on their feedback. HCD

emphasizes empathy, creativity, and iterative prototyping to create products, services, or systems that are intuitive, effective, and meaningful for the users.

Next Steps

City staff have thoroughly assessed multiple vendors capable of providing the required services. Among them is Anthrotech, which distinguished itself through its exceptional approach for the implementation of these services. Anthrotech, is a woman-owned business established in 1997, specializes in design work for government agencies, nonprofits, and socially impactful enterprises. Pending approval, the City staff intend to engage Anthrotech through professional services agreement.

Anthrotech has outlined a quote for services that also details their design process for implementation of a city website (See Appendix A).

Fiscal Impacts

Staff are requesting that \$1,194,120 of used SLFRF (ARPA) funds be appropriated to contract for Human Centered Design services. At present, the City has \$1,745,000 in unallocated SLFRF funds that need to be obligated before December 31, 2024. If SLFRF funds are not obligated by this deadline, the City will need to return the unallocated funds back to the US Treasury.

Alternatives

In the 2023-2024 Biennial Budget, \$202,850 was allocated to procure a software system for replacing the current City website. The website redesign project is currently underway, and will move forward with or without this supplementary funding. However, without the allocated funds, the responsibility for design and configuration will shift to City staff, potentially resulting in a less optimal and efficient product for website users.

City Goals

BUILD EFFECTIVE & ACCOUNTABLE GOVERNMENT

By allocating resources to enhance services aimed at crafting a more efficient and pleasant product for our community, the city aims to foster greater interaction with community members by enhancing accessibility, convenience, transparency, efficiency, and outreach.



ANTHRO-TECH HUMAN-CENTERED DESIGN SERVICES

Estimates for the Website Redesign

Prepared for: Kyle Moore, City of SeaTac

August 25, 2023

anthrotech

Overview

The City of SeaTac wants to redesign its website to better serve its diverse audiences and connect them with City information and services. The improved website needs to:

- Be highly usable; help customers accomplish their tasks effectively, efficiently, and with satisfaction
- Offer clear pathways for all key audience top tasks
- Feature easy to understand, customer-centric content
- Be responsive to various digital devices (adaptive, mobile responsive)
- Be visually pleasing and engaging
- Support the City of SeaTac's business, branding, and communication goals
- Follow accessibility best practices (Web Content Accessibility Guidelines, WCAG 2.1 AA Standards)
- Be easily and effectively maintained by a modern Content Management System

Below we include services and draft estimates for redesigning the website using the human-centered design approach. The Human-Centered Design process is a proven and data-driven process that takes the guesswork out of creating great customer experiences by involving customers or users at all stages in the design process. When practicing human-centered design, we:

- Understand end users
- Engage with users throughout
- Consider the entire experience
- Iterate frequently
- Test and revise solutions
- Collaborate across disciplines

These principles are reflected in the recommended activities below. Please note that this is not a formal proposal with detailed estimates. Following the City's review of this initial estimate, we'd recommend an additional discovery session to validate assumptions and fine-tune our understanding of scope to submit a formal detailed estimate.

Activities

1. Discovery and Planning

The discovery and planning phase forms the foundation for a successful project. During this phase, we gather information that we will use throughout the project to make decisions, involve users, and meet business goals. We will better understand the users of the website through a user survey, which will inform user personas. A discovery session with internal stakeholders will focus on capturing internal perspectives and determine business, branding, and usability goals. A baseline usability study of the existing website and a review of peer websites to uncover potential new features and content rounds out this phase. With the insights from the discovery and planning phase in hand, we can refine the detailed workplan for the remaining phases that is based on the current realities of the users' and organization's needs.

Activities

- Discovery and onboarding
- User survey
- Personas
- Peer website review
- Baseline usability study
- Refine roadmap

2. Content

In the content design and information architecture phase, we conduct a comprehensive analysis of the website's existing content. This involves categorizing and structuring the content to ensure logical organization and easy access. By establishing a clear content hierarchy, users can quickly locate the information they need, resulting in improved user satisfaction. This phase also includes defining navigation menus and content layouts, setting the foundation for a streamlined user experience. Effective information architecture reduces user frustration, enhances site usability, and simplifies content maintenance. By using card sort and tree test methodologies, we will ensure the information architecture is informed by users' mental models.

Activities

- Voice and tone guide
- Content inventory and audit
- Editorial style guide
- Information architecture sitemap
- Content models and taxonomy
- Content improvement and migration plan
- Content templates
- Content support: Office hours, sample content rewrites
- **Converting documents to web forms (not included)**
- Training: Writing for the web and accessibility

3. Brand Design

During the brand design phase, we iteratively design the new visual identity, starting with identifying the business and user perceptions and desires for the brand. Next, we develop drafts of a new logo and style tiles to represent the direction of the brand's visual identity. A focus group will help validate and solidify brand direction. Our risk reducing process includes gathering feedback from representative users. This allows us to find and address perception problems early before brand visual design and voice and tone principles are complete.

Activities

- Brand design discovery
- Brand design workshop
- Brand focus group

4. Customer Research and Testing

Customer research and testing form a crucial part of our process. We engage in in-depth research to gain insights into the target audience's behaviors, preferences, and pain points. These insights inform the design of interactive prototypes that simulate the user experience. These prototypes are subjected to rigorous usability testing, where representative users navigate through the website and provide feedback. These will be inclusive studies, where we invite a diverse group of participants, including people with disabilities. This iterative testing process helps us find and fix usability problems early before development is completed and the site is launched.

Activities

- Card sort study
- Tree test study
- Prototype usability study
- Pre-launch usability study

5. UX and Visual Design

During the design phase, we iteratively design the new web site. UX and visual design, together with the information architecture, provide the blueprint for build out of the new website. Our team works on wireframes and interactive mockups that illustrate the user journey and interface functionality. Through collaboration with content, accessibility, and research, our goal is to develop a website that ensures seamless interaction, prioritizing user needs while maintaining a visually coherent design.

Activities

- Wireframes
- Prototype for usability studies
- Document template design
- Visual style guide
- Design mockups and interaction design annotations
- Development support
- Pre-launch UI review

6. Accessibility

Web accessibility is a crucial consideration in ensuring that the website is usable by a wide range of individuals, including those with disabilities. We adhere to established accessibility standards to create an inclusive online environment. By implementing accessible design practices, we aim to provide an equitable user experience for the diverse needs of the site's audience.

Activities

- Template accessibility annotation and advising
- Accessibility reviews
- Accessibility advising (not included)

7. Governance

Effective content governance is vital for maintaining a relevant and up-to-date website. We work to establish guidelines and processes for managing content creation, publication, and updates. The goal is to ensure the website remains a valuable resource by facilitating consistent and timely content updates that reflect the city's evolving objectives.

Activities

- Content governance framework and process

8. Organizational Change Management

Organizational change management support will help everyone in the organization understand the big picture project vision, gather necessary stakeholder feedback, and facilitate proactive communication with the web advisory board, departments, key stakeholders, and staff. After foundational key informant interviews and analysis, we will confirm our understanding of stakeholders with a communications and engagement plan. The organizational change manager will support execution of the activities in this plan in collaboration with the City of SeaTac. This ensures a consistent voice and regular beat of updates for impacted stakeholders. This proactive approach aims to foster a positive reception of the redesigned website within the organization.

Activities

- Key informant interviews
- Develop OCM plan, gather feedback and iterate
- Present OCM approach
- OCM: Execute on plan, high-touch relationship building, key message creation in various channels as per OCM plan, pilot and iterate as needed
- Steering meetings
- Sponsor check-ins
- Core team collaboration

9. Development (TBD)

During the development phase, the content management system is installed and the redesigned website is coded. Before launching the site, the WaTech and the City of SeaTac will perform QA testing to ensure the site is functioning well.

Activities

- WaTech development (not included)
- Training and rollout

10. PM and Consulting Support

Effective project management and ongoing consulting is a crucial part of our website redesign projects. We know how to immerse ourselves in every detail of the project and deliver projects on time and within budget, and have successfully done so for dozens of state, county, and federal website redesigns of varying scope and complexity since the company was founded in 1997.

Activities

- Project management
- Recruitment and honoraria

Estimates (draft)

Activities	Estimate
1. Discovery and Planning <ul style="list-style-type: none">• Discovery and onboarding• User survey• Personas• Peer website review• Baseline usability study• Refine roadmap	\$111,000
2. Content <ul style="list-style-type: none">• Voice and tone guide• Content inventory and audit• Editorial style guide• Information architecture sitemap• Content models and taxonomy• Content improvement and migration plan• Content templates• Content support: Office hours, sample content rewrites• Converting documents to web forms (not included)• Training: Writing for the web and accessibility	\$161,000
3. Brand Design <ul style="list-style-type: none">• Brand design discovery• Brand design workshop• Brand focus group	\$53,000
4. Customer Research and Testing <ul style="list-style-type: none">• Card sort study• Tree test study• Prototype usability study• Pre-launch usability study	\$109,000

5. UX and Visual Design <ul style="list-style-type: none"> • Wireframes • Prototype for usability studies • Document template design • Visual style guide • Design mockups and interaction design annotations • Development support • Pre-launch UI review 	\$123,000
6. Accessibility <ul style="list-style-type: none"> • Template accessibility annotation and advising • Accessibility reviews • Accessibility advising (not included) 	\$20,000
7. Governance <ul style="list-style-type: none"> • Content governance framework and process 	\$34,000
8. Organizational Change Management <ul style="list-style-type: none"> • Key informant interviews • Develop OCM plan, gather feedback and iterate • Present OCM approach • OCM: Execute on plan, high-touch relationship building, key message creation in various channels as per OCM plan, pilot and iterate as needed • Steering meetings • Sponsor check-ins • Core team collaboration 	\$191,000
9. Development <ul style="list-style-type: none"> • WaTech development (not included) • Training and rollout 	TBD
10. Project Management <ul style="list-style-type: none"> • Project management tasks throughout engagement 	\$167,000

Recruitment & Honoraria (billed at cost) <ul style="list-style-type: none"> Recruitment and honoraria for survey (\$10 x 200 participants) Baseline usability study recruitment (\$250 x 17 participants, \$350 x 3 participants with disabilities) Baseline usability study honoraria (\$125 x 20 participants) Prototype usability study recruitment (\$250 x 20 participants) Prototype usability study honoraria (\$125 x 20 participants) Pre-launch usability study recruitment (\$250 x 17 participants, \$350 x 3 participants with disabilities) Pre-launch usability study honoraria (\$125 x 20 participants) Card sort and tree test incentives (\$1,000) <p>These estimates are based on current rates. We will provide a quote based on final recruitment criteria and study details. If the quote is more than this estimate, we will request access to contingency to cover the difference.</p>	\$26,100
PROJECT TOTAL	\$995,100
20% Contingency A 20% contingency is added to all estimates to cover unexpected costs such as requirement and scope changes during the project. This is only billed if used and requires written approval from the City of SeaTac to use.	\$199,020
Total including contingency	\$1,194,120

WaTech will add a 1.5% vendor management fee this agreement. It will be billed monthly along with the vendor billing as a separate line item.

About Anthro-Tech

Anthro-Tech is a human-centered design consultancy focused on government agencies, nonprofits, and enterprises with a social impact mission. We help organizations gain a deep understanding of their customers through research to design products and services that are usable, useful, and make a positive impact on people's every-day lives.

Over the past 20 years, we've partnered with many organizations to transform how they engage their customers, including dozens of county, state, and federal government organizations, global foundations, and fortune 500 clients.

Anthro-Tech was founded in 1997. We are a woman-owned business with offices and user experience labs in Olympia and Seattle, Washington. We are driven by our purpose – *to build a great business that makes things better for people.*



PREPARED BY

anthrotech

ANTHRO-TECH.COM

360.584.9151

1107 HARRISON AVENUE NW

OLYMPIA WA 98502

500 UNION STREET, #402

SEATTLE WA 98101



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City of SeaTac Decision Card

Title: Community Outreach Vehicle

Fund(s): 113 ARPA/501 Fund

Amount: \$ 0

Program: Community Outreach and Education

Department: CMO

Director: Kyle Moore

New Program? ☐ Yes ☒ No

(If Yes, Program Inventory Sheet Required)

Date Prepared: 07/23/2024

Preparer: Brion Humenay

Mandatory? ☐ Yes ☒ No

Description: (Provide a brief overview of what is being requested)

Re-appropriation of budgeted ARPA funds for a Community Engagement Van with storage capacity for community outreach materials and videography equipment.

Justification: (Explain why this is being requested and/or how the request will benefit the City):

Improving community engagement is vital for building a sense of belonging and cooperation in the City. Currently, City outreach staff use their personal vehicles to attend community events. This practice not only creates potential liability for the City but also hampers efficiency, as personal vehicles aren't well-suited for securely transporting engagement equipment like cameras, drones, and tables. Investing in a dedicated vehicle designed specifically for community engagement can greatly enhance the effectiveness and scope of these initiatives in the following ways:

1. Increased Accessibility: A dedicated vehicle can serve as a mobile hub for outreach activities, bringing services and engagement opportunities directly to neighborhoods and residents.
2. Increased Efficiency: A dedicated vehicle allows staff to plan for and store various materials that can always be on hand for any upcoming engagement event. This enables staff to spend time planning for the best engagement strategies for each event, rather than spending time thinking through the logistical setup for the event.
3. Enhanced Outreach: The mobility of a vehicle allows for dynamic outreach strategies, such as pop-up events, mobile clinics, and informational sessions at various community locations. This flexibility enables the City to reach a broader audience and engage with residents in their own familiar environments, making them more receptive to participating in local initiatives.
4. Community Cohesion: A visible and accessible community engagement vehicle demonstrates the City commitment to fostering dialogue and collaboration with residents. It serves as a symbol of proactive governance and responsiveness to community needs, thereby enhancing trust and cooperation between local government and the public.
5. Emergency Response and Preparedness: During an emergency event, a well-equipped vehicle can serve as a distribution point for essential supplies and information, thereby strengthening the City's emergency preparedness and response capabilities.

The appropriate yearly costs for maintaining this vehicle are \$8,500. This can be broken down by:

- Annual replacement cost	\$4,000
- Overhead	\$3,000
- Fuel	\$500
- Insurance	\$1,000

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Do not invest in a community outreach vehicle. Staff will continue to use their personal vehicles to attend community events and manage equipment as effectively as possible until a different option becomes available.

City Goal: *(Identify how this request works towards the City's Goals):*

BUILD EFFECTIVE & ACCOUNTABLE GOVERNMENT
Increase community trust through better community engagement, collaboration, and transparency.

As stated above, the dedicated community engagement vehicle works to increase community trust through improved accessibility, efficiency, outreach, and cohension.

Funding Detail:		2023	2024
Expenditures:	Fund(s)/Source	Amount	Amount
	One-Time Costs	ARPA Grant Fund	80,000
	On-Going Costs		
Total Expenditures		\$ 0	\$ 80,000
Revenues:			
	Grant (Identify Grant)		
	Other (Identify)	ARPA Grant Fund (budget transfer)	80,000
Total Revenues		\$ 0	\$ 80,000
Total Request (Net):		\$ 0	\$ 0

ORDINANCE NO. 24-1017

AN ORDINANCE of the Council of the City of SeaTac, Washington granting a non-exclusive franchise to Seattle SMSA Limited Partnership (d/b/a Verizon Wireless, or “Verizon”) authorizing limited use of the public road right-of-way in the City of SeaTac, Washington.

WHEREAS, Seattle SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) has applied to the City of SeaTac (the “City”) for a non-exclusive franchise to construct, maintain, operate, replace and repair telecommunications facilities in, on, across, over, along under, and/or through public rights-of-way within the City; and

WHEREAS, Section 35A.47.040 RCW and Chapter 5.25 of the SeaTac Municipal Code specify requirements for franchises in the City of SeaTac rights-of-way; and

WHEREAS, a franchise is a legislative authorization to use public rights-of-way, however, actual construction and activities in the rights-of-way will also be subject to approved permits after review of specific plans; and

WHEREAS, the SeaTac City Council held a public hearing on 9/10/24 to solicit comments from the public and to consider whether to grant the requested franchise; and

WHEREAS, it has been found to be in the public interest that a franchise, authorizing use of public rights-of-way for wireless telecommunications facilities, be granted;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

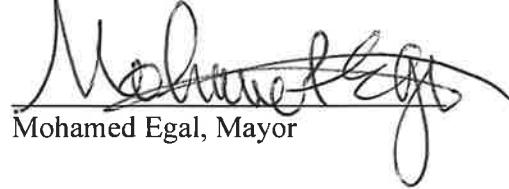
Section 1. The City Council hereby grants a telecommunications franchise to Seattle SMSA Limited Partnership (d/b/a Verizon Wireless, or “Verizon”) authorizing limited use of the public road rights-of-way in substantially similar form as set forth in the Franchise Agreement attached as Exhibit A.

Section 2. The City Manager is authorized to execute the Franchise Agreement in substantially similar form as attached hereto as Exhibit A.

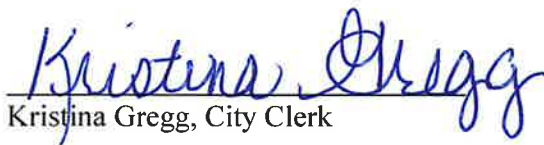
Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 24th day of September, 2024, and signed in authentication thereof on this 24th day of September, 2024.

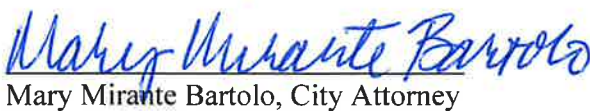
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

APPROVED AS TO FORM:


Mary Mirante Bartolo, City Attorney

Effective date: October 5, 2024

[Franchise Agreement – Verizon Small Cellular Wireless]

ORDINANCE NO. 24-1018

An ORDINANCE of the City Council of the City of SeaTac,
Washington, amending the 2023-2024 biennial budget to provide
additional funding for the SeaTac Civic Campus Project.

WHEREAS in 2020, the City contracted with ARC Architects to evaluate the long-term viability and suitability of the existing City Hall and the Maintenance Facility with the goal of serving the community for the next 40 years; and

WHEREAS in 2021, ARC Architects delivered the results of these evaluations to City staff; and

WHEREAS in 2021, the Administration and Finance Committee reviewed the architect's preliminary recommendations for City Hall and the Maintenance Facility to improve safety and replace aging and inadequate systems; and

WHEREAS in an August 2022 Council Study Session, the Council reviewed the options for City Hall including the option to construct a Civic Campus inclusive of a new City Hall ("Civic Campus"); and

WHEREAS, the City Council recognize the value of pursuing a Civic Campus to provide community benefits to include increasing accessibility from collocating similar community and municipal services, providing community open space, creating civic meeting spaces, and creating opportunities to develop mixed use buildings, including potential commercial and retail uses in addition to municipal and community-based services; and

WHEREAS, the Civic Campus Project is underway and additional project funding is needed for community outreach, site selection and financial planning services associated with the next phase of the Project;

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

Section 1. The City Manager is authorized to enter into a Phase 2 (Acquisition Transaction Management & Project Bond Planning) contract with our owner representative, JLL as well as other professional services contracts as necessary to advance the Civic Campus project through site acquisition.

Section 2. The 2023-2024 Biennial Budget shall be amended to increase expenditures in the Facility Construction CIP Fund (#306) by \$679,000, and the General Fund (#001) by \$75,000 to fully fund anticipated project expenditures.

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

ADOPTED this 24th day of September, 2024, and signed in authentication thereof on
this 24th day of September, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: October 5, 2024]

ORDINANCE NO. 24-1019

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to enter into a contract with the Congolese Integration Network for Migrant Housing Services to provide emergency shelter and hotel stays and limited short-term rental subsidies, creating a temporary limited term human services coordinator position, and amending the City's 2023-2024 Biennial Budget.

WHEREAS, approximately 100 people seeking asylum currently reside in SeaTac and need housing and supportive services; and,

WHEREAS, the asylum seekers currently residing in SeaTac are housed in hotel rooms that will not be available after October 31, 2024, leaving the asylum seekers homeless on November 1; and,

WHEREAS, the asylum seekers currently residing in SeaTac need culturally responsive case management services; and,

WHEREAS, in June of 2024, the City applied for five million dollars (\$5,000,000) in grant funding from the Washington Office of Refugee and Immigrant Assistance to provide culturally responsive case management services and housing to the asylum seekers; and,

WHEREAS, on July 1, 2024, the City was awarded seven hundred and fifty thousand dollars (\$750,000) in grant funding from the Washington Office of Refugee and Immigrant Assistance for migrant housing; and,

WHEREAS, the grant funding will be available for expenses incurred by the City of SeaTac from October 1, 2024 through June 30, 2025, subject to the terms of the grant agreement with the Washington Office of Refugee and Immigrant Assistance; and,

WHEREAS, the City of SeaTac has negotiated a contract with the Congolese Integration Network for Migrant Housing Services to provide emergency shelter and hotel stays and limited short-term rental subsidies; and,

WHEREAS, a temporary limited term human services coordinator position is needed for the duration of the grant funding to support required administration and oversight of the grant funding; and,

WHEREAS, on October 10, 2024, the Park and Recreation Committee, a subcommittee of the SeaTac City Council, recommended acceptance of the grant funding and approval of the contract, and further recommended creation of the temporary limited term human services coordinator position; and,

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to incorporate seven hundred and fifty thousand dollars (\$750,000) in grant revenues from Washington State and seven hundred and fifty thousand dollars (\$750,000) in expenditures for migrant housing.

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

Section 1. The City's 2023-2024 Biennial Budget is amended by increasing revenues and expenditures in the General Fund (001) by \$750,000 in order to fund a temporary term limited human services coordinator position and a contract with the Congolese Integration Network for Migrant Housing Services to provide emergency shelter and hotel stays and limited short-term rental subsidies.

Section 2. The City Manager is authorized to sign a contract with the Congolese Integration Network for Migrant Housing Services to provide emergency shelter and hotel stays and limited short-term rental subsidies.

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

ADOPTED this 22nd day of October, 2024, and signed in authentication thereof on this 22nd day of October, 2024.


CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney
HA DAO, Sr. Asst. City Attorney

[Effective Date: November 2, 2024]

[Congoles Integration Network Contract]

ORDINANCE NO 24-1020

AN ORDINANCE of the City Council of the City of SeaTac, Washington, setting the 2025 property tax levy, and establishing the amount to be levied by taxation in 2025 on the assessed valuation of the property of the City.

WHEREAS, the City Council of the City of SeaTac has considered its budget for calendar year 2025 as part of its 2025-2026 Biennial Budget development process; and

WHEREAS, RCW 84.52 requires that, upon fixing the amount of property taxes to be levied, the City Clerk shall certify the same to the Clerk of the King County Council; and

WHEREAS, RCW 84.55 as amended in 1997 by Referendum 47, requires a statement of any increased tax in terms of both dollar amount and percentage change from the previous year; and

WHEREAS, the King County Assessor, has submitted an estimated assessed valuation of all taxable property situated within the boundaries of the City equal to \$8,987,923,296; and

WHEREAS, the SeaTac City Council, after reviewing and duly considering all relevant evidence and testimony presented, determined that the City of SeaTac requires a regular levy in the amount of \$19,445,610, the amount is based on King County Assessor 2024 estimates [$\$2.164/1000 * \8.987 Billion AV] plus any increase for the amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest;

WHEREAS, as required by State laws, a public hearing on the City's property tax levy authorization was properly noticed and held on November 19, 2024;

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

SECTION 1. Estimated Amount to be Collected by Ad Valorem Taxation.

The amount of revenue to be collected by the City in the fiscal year 2025 by taxation on the assessed valuation of all taxable property situated within the boundaries of the City is estimated to be the sum of \$19,445,610.

SECTION 2. Increase in Property Tax Revenue From the Previous Year.

The 2025 regular levy amount includes increases from (1) new construction and improvements to property, (2) increase in the value of state-assessed property, and (3) amounts authorized by law as a result of any annexations that have occurred, as well as applicable refunds (\$114,038) already made and (4) an increase in the regular property tax levy from the previous year of Zero (\$0), or zero percent (0.0%).

SECTION 3. Effective Date.

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

ADOPTED this 26th day of November, 2024 and signed in authentication thereof on
this 26th day of November, 2024.

CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: December 7, 2024] -

[2025 Ad Valorem Property Tax Levy]

ORDINANCE NO. 24-1021

AN ORDINANCE of the City Council of the City of SeaTac,
Washington, adopting the City's 2025-2026 Biennial Budget.

WHEREAS, the City Council has considered the various department budget requests at a series of public meetings, has heard and made adjustments to the Preliminary Budget as presented by the Interim City Manager; and

WHEARAS, the City Council has reviewed and accepted the corrections presented on the Errata sheet and those corrections have been incorporated into the Preliminary Budget; and

WHEREAS, the City budget set forth anticipated revenues and expenditures for the forthcoming years; and

WHEREAS, the City Council has published notification in advance of a public hearing and held a public hearing on November 19, 2024, at the Special City Council meeting to provide an opportunity for public input; and

WHEREAS, State Law, Chapter 35A.34 RCW requires the adoption of a budget prior to beginning of the next fiscal year;

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

Section 1. The 2025-2026 Biennial Budget for the City of SeaTac, covering the period from January 1, 2025, through December 31, 2026, is hereby adopted with a total 2026 ending fund balance in the amount of \$143.4 million for all budgeted funds. The City's 2025-2026 biennial budget by fund is attached as Exhibit A and includes budgeted revenues and expenditures for the 2025-2026 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed.

Section 2. The 2025-2030 Capital Improvement Plan (CIP) is incorporated as part of the City's 2025-2026 Biennial Budget. The first two years of the CIP were reviewed as part of the setting of the City's 2025-2026 Biennial Budget, and the revenues and expenditures for the 2025-2026 biennium are incorporated in Exhibit A.

Section 3. The 2025-2026 Salary Schedule, which is attached as Exhibit B, is incorporated as part of the City's 2025-2026 Biennial Budget.

Section 4. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 10th day of December, 2024, and signed in
authentication thereof on this 10th day of December, 2024.


CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney
HA DAO, Ex. Asst. City Attorney

[Effective Date: December 21, 2024]

[2025-2026 Biennial Budget Ordinance]

CITY OF SEATAC, WASHINGTON
2025-2026 BIENNIAL BUDGET: EXHIBIT A

2025-2026 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 366,151,216					
FUND		BEGINNING BALANCE	REVENUES & OTHER SOURCES	EXPENDITURE APPROPRIATION	ENDING BALANCE
001	General Fund	\$ 47,208,580	\$ 116,152,803	\$ 123,868,829	\$ 39,492,553
102	Street Fund	20,876,830	28,686,820	14,892,722	\$ 34,670,928
105	Port ILA	13,291,687	3,454,600	3,691,412	\$ 13,054,875
106	Transit Planning	950,944	91,070	30,179	\$ 1,011,835
107	Hotel/Motel Tax	13,519,872	5,402,000	8,876,230	\$ 10,045,642
108	Building Management	3,989,730	927,600	612,574	\$ 4,304,756
111	Des Moines Creek Basin ILA	5,208,205	855,600	238,259	\$ 5,825,546
112	Affordable Housing Sales Tax	137,057	314,890	334,890	\$ 117,057
113	ARPA Grant	34,002	4,371,720	3,860,885	\$ 544,837
114	Restricted Public Safety Fund	452,649	194,000	112,400	\$ 534,249
207	SCORE Bond Servicing	427,368	316,138	283,138	\$ 460,368
301	Municipal Capital Improvements	22,973,714	7,749,170	18,518,680	\$ 12,204,204
306	Facility Construction CIP	2,740,919	243,350	-	\$ 2,984,269
307	Transportation CIP	13,111,417	23,002,677	31,473,772	\$ 4,640,322
308	Light Rail Station Areas CIP	3,167,497	240,000	1,006,225	\$ 2,401,272
403	SWM Utility	8,641,046	8,969,220	10,853,881	\$ 6,756,385
404	Solid Waste & Environmental	1,970,443	1,419,000	776,050	\$ 2,613,393
501	Equipment Replacement	2,579,134	2,479,465	3,361,602	\$ 1,696,997
TOTAL BIENNIAL BUDGET		\$ 161,281,093	\$ 204,870,123	\$ 222,791,728	\$ 143,359,488

CITY OF SEATAC
2025 Salary Schedule
Effective 1/1/2025

All Non-Rep Changes & updates from last year are reflected here. The annual rate on this table is rounded via Excel.

3.6% COLA for AFSCME and Non-Represented

CLASSIFICATIONS	RANGE	A STEP A STEP	B STEP B STEP	C STEP C STEP	D STEP D STEP	E STEP E STEP	F STEP F STEP
Recreation Leader 3 (part-time)	25	\$21,932.1	\$23,042.4	\$24,208.9	\$25,434.5	\$26,722.1	\$28,074.9
		\$3,801.56	\$3,994.02	\$4,196.22	\$4,408.65	\$4,631.84	\$4,866.32
		\$45,619	\$47,928	\$50,355	\$52,904	\$55,582	\$58,396
	26	\$22,480.4	\$23,618.5	\$24,814.2	\$26,070.4	\$27,390.2	\$28,776.8
		\$3,896.60	\$4,093.87	\$4,301.12	\$4,518.87	\$4,747.63	\$4,987.98
		\$46,759	\$49,126	\$51,613	\$54,226	\$56,972	\$59,856
	27	\$23,042.4	\$24,208.9	\$25,434.5	\$26,722.1	\$28,074.9	\$29,496.2
		\$3,994.02	\$4,196.22	\$4,408.65	\$4,631.84	\$4,866.32	\$5,112.68
		\$47,928	\$50,355	\$52,904	\$55,582	\$58,396	\$61,352
	28	\$23,618.5	\$24,814.2	\$26,070.4	\$27,390.2	\$28,776.8	\$30,233.6
		\$4,093.87	\$4,301.12	\$4,518.87	\$4,747.63	\$4,987.98	\$5,240.50
		\$49,126	\$51,613	\$54,226	\$56,972	\$59,856	\$62,886
	29	\$24,208.9	\$25,434.5	\$26,722.1	\$28,074.9	\$29,496.2	\$30,989.5
		\$4,196.22	\$4,408.65	\$4,631.84	\$4,866.32	\$5,112.68	\$5,371.51
		\$50,355	\$52,904	\$55,582	\$58,396	\$61,352	\$64,458
	30	\$24,814.2	\$26,070.4	\$27,390.2	\$28,776.8	\$30,233.6	\$31,764.2
		\$4,301.12	\$4,518.87	\$4,747.63	\$4,987.98	\$5,240.50	\$5,505.80
		\$51,613	\$54,226	\$56,972	\$59,856	\$62,886	\$66,070
	31	\$25,434.5	\$26,722.1	\$28,074.9	\$29,496.2	\$30,989.5	\$32,558.3
		\$4,408.65	\$4,631.84	\$4,866.32	\$5,112.68	\$5,371.51	\$5,643.44
		\$52,904	\$55,582	\$58,396	\$61,352	\$64,458	\$67,721
	32	\$26,070.4	\$27,390.2	\$28,776.8	\$30,233.6	\$31,764.2	\$33,372.3
		\$4,518.87	\$4,747.63	\$4,987.98	\$5,240.50	\$5,505.80	\$5,784.53
		\$54,226	\$56,972	\$59,856	\$62,886	\$66,070	\$69,414
Parking Compliance Officers	33	\$26,722.1	\$28,074.9	\$29,496.2	\$30,989.5	\$32,558.3	\$34,206.6
Recreation Attendant		\$4,631.84	\$4,866.32	\$5,112.68	\$5,371.51	\$5,643.44	\$5,929.14
		\$55,582	\$58,396	\$61,352	\$64,458	\$67,721	\$71,150
	34	\$27,390.2	\$28,776.8	\$30,233.6	\$31,764.2	\$33,372.3	\$35,061.8
		\$4,747.63	\$4,987.98	\$5,240.50	\$5,505.80	\$5,784.53	\$6,077.37
		\$56,972	\$59,856	\$62,886	\$66,070	\$69,414	\$72,928
	35	\$28,074.9	\$29,496.2	\$30,989.5	\$32,558.3	\$34,206.6	\$35,938.3
		\$4,866.32	\$5,112.68	\$5,371.51	\$5,643.44	\$5,929.14	\$6,229.31
		\$58,396	\$61,352	\$64,458	\$67,721	\$71,150	\$74,752
Custodian	36	\$28,776.8	\$30,233.6	\$31,764.2	\$33,372.3	\$35,061.8	\$36,836.8
		\$4,987.98	\$5,240.50	\$5,505.80	\$5,784.53	\$6,077.37	\$6,385.04
		\$59,856	\$62,886	\$66,070	\$69,414	\$72,928	\$76,620
Administrative Assistant 1	37	\$29,496.2	\$30,989.5	\$32,558.3	\$34,206.6	\$35,938.3	\$37,757.7
		\$5,112.68	\$5,371.51	\$5,643.44	\$5,929.14	\$6,229.31	\$6,544.66
		\$61,352	\$64,458	\$67,721	\$71,150	\$74,752	\$78,536
	38	\$30,233.6	\$31,764.2	\$33,372.3	\$35,061.8	\$36,836.8	\$38,701.6
		\$5,240.50	\$5,505.80	\$5,784.53	\$6,077.37	\$6,385.04	\$6,708.28
		\$62,886	\$66,070	\$69,414	\$72,928	\$76,620	\$80,499
Parks Operations Worker 1	39	\$30,989.5	\$32,558.3	\$34,206.6	\$35,938.3	\$37,757.7	\$39,669.2
		\$5,371.51	\$5,643.44	\$5,929.14	\$6,229.31	\$6,544.66	\$6,875.99
		\$64,458	\$67,721	\$71,150	\$74,752	\$78,536	\$82,512
	40	\$31,764.2	\$33,372.3	\$35,061.8	\$36,836.8	\$38,701.6	\$40,660.9
		\$5,505.80	\$5,784.53	\$6,077.37	\$6,385.04	\$6,708.28	\$7,047.89
		\$66,070	\$69,414	\$72,928	\$76,620	\$80,499	\$84,575
Administrative Assistant 2	41	\$32,558.3	\$34,206.6	\$35,938.3	\$37,757.7	\$39,669.2	\$41,677.4
Judicial Support Specialist		\$5,643.44	\$5,929.14	\$6,229.31	\$6,544.66	\$6,875.99	\$7,224.09
		\$67,721	\$71,150	\$74,752	\$78,536	\$82,512	\$86,689

CLASSIFICATIONS	RANGE	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
	42	\$33,372.3	\$35,061.8	\$36,836.8	\$38,701.6	\$40,660.9	\$42,719.4
		\$5,784.53	\$6,077.37	\$6,385.04	\$6,708.28	\$7,047.89	\$7,404.69
		\$69,414	\$72,928	\$76,620	\$80,499	\$84,575	\$88,856
Accounting Technician - AR	43	\$34,206.6	\$35,938.3	\$37,757.7	\$39,669.2	\$41,677.4	\$43,787.3
Accounting Technician - AP		\$5,929.14	\$6,229.31	\$6,544.66	\$6,875.99	\$7,224.09	\$7,589.80
Park Operations Worker 2		\$71,150	\$74,752	\$78,536	\$82,512	\$86,689	\$91,078
Maintenance Operations Worker	44	\$35,061.8	\$36,836.8	\$38,701.6	\$40,660.9	\$42,719.4	\$44,882.0
Facilities Maintenance Worker 1		\$6,077.37	\$6,385.04	\$6,708.28	\$7,047.89	\$7,404.69	\$7,779.55
		\$72,928	\$76,620	\$80,499	\$84,575	\$88,856	\$93,355
Community Court Coordinator	45	\$35,938.3	\$37,757.7	\$39,669.2	\$41,677.4	\$43,787.3	\$46,004.1
Permit Coordinator		\$6,229.31	\$6,544.66	\$6,875.99	\$7,224.09	\$7,589.80	\$7,974.04
Recreation Program Specialist		\$74,752	\$78,536	\$82,512	\$86,689	\$91,078	\$95,688
Administrative Assistant 3	46	\$36,836.8	\$38,701.6	\$40,660.9	\$42,719.4	\$44,882.0	\$47,154.2
		\$6,385.04	\$6,708.28	\$7,047.89	\$7,404.69	\$7,779.55	\$8,173.39
		\$76,620	\$80,499	\$84,575	\$88,856	\$93,355	\$98,081
Judicial Support Specialist - Lead	47	\$37,757.7	\$39,669.2	\$41,677.4	\$43,787.3	\$46,004.1	\$48,333.0
Paralegal 1		\$6,544.66	\$6,875.99	\$7,224.09	\$7,589.80	\$7,974.04	\$8,377.72
		\$78,536	\$82,512	\$86,689	\$91,078	\$95,688	\$100,533
Facilities Maintenance Worker - Lead	48	\$38,701.6	\$40,660.9	\$42,719.4	\$44,882.0	\$47,154.2	\$49,541.3
Human Resources Associate		\$6,708.28	\$7,047.89	\$7,404.69	\$7,779.55	\$8,173.39	\$8,587.17
Paralegal 2		\$80,499	\$84,575	\$88,856	\$93,355	\$98,081	\$103,046
Payroll Coordinator							
Victim Advocate							
GIS Technician	49	\$39,669.2	\$41,677.4	\$43,787.3	\$46,004.1	\$48,333.0	\$50,779.9
Information Systems Technician		\$6,875.99	\$7,224.09	\$7,589.80	\$7,974.04	\$8,377.72	\$8,801.85
Park Operations - Lead		\$82,512	\$86,689	\$91,078	\$95,688	\$100,533	\$105,622
Permit Coordinator - Senior							
Code Compliance Officer	50	\$40,660.9	\$42,719.4	\$44,882.0	\$47,154.2	\$49,541.3	\$52,049.4
Engineering Technician		\$7,047.89	\$7,404.69	\$7,779.55	\$8,173.39	\$8,587.17	\$9,021.89
GIS Analyst		\$84,575	\$88,856	\$93,355	\$98,081	\$103,046	\$108,263
Public Works Plans Examiner/Inspector							
Surface Water Compliance Specialist							
Accounting Analyst	51	\$41,677.4	\$43,787.3	\$46,004.1	\$48,333.0	\$50,779.9	\$53,350.6
Maintenance Operations - Lead		\$7,224.09	\$7,589.80	\$7,974.04	\$8,377.72	\$8,801.85	\$9,247.44
Special Events & Volunteer Coordinator		\$86,689	\$91,078	\$95,688	\$100,533	\$105,622	\$110,969
Deputy City Clerk							
Multimedia Video Specialist	52	\$42,719.4	\$44,882.0	\$47,154.2	\$49,541.3	\$52,049.4	\$54,684.4
		\$7,404.69	\$7,779.55	\$8,173.39	\$8,587.17	\$9,021.89	\$9,478.63
		\$88,856	\$93,355	\$98,081	\$103,046	\$108,263	\$113,744
Planner - Associate	53	\$43,787.3	\$46,004.1	\$48,333.0	\$50,779.9	\$53,350.6	\$56,051.5
Case Management Specialist		\$7,589.80	\$7,974.04	\$8,377.72	\$8,801.85	\$9,247.44	\$9,715.59
Operations System Analyst		\$91,078	\$95,688	\$100,533	\$105,622	\$110,969	\$116,587
Information Systems Technician - Senior							
Community Outreach Strategist	54	\$44,882.0	\$47,154.2	\$49,541.3	\$52,049.4	\$54,684.4	\$57,452.8
Digital Communications Strategist		\$7,779.55	\$8,173.39	\$8,587.17	\$9,021.89	\$9,478.63	\$9,958.48
Human Resources Analyst		\$93,355	\$98,081	\$103,046	\$108,263	\$113,744	\$119,502
Human Services Coordinator							
IS Business Analyst							
Public Works Program Coordinator							
Judicial Support Supervisor		\$46,004.1	\$48,333.0	\$50,779.9	\$53,350.6	\$56,051.5	\$58,889.1
Plans Examiner / Building Inspector 2	55	\$7,974.04	\$8,377.72	\$8,801.85	\$9,247.44	\$9,715.59	\$10,207.44
Public Works Plans Examiner/Inspector - Senior		\$95,688	\$100,533	\$105,622	\$110,969	\$116,587	\$122,489
Recreation Program Supervisor							
Executive Assistant	56	\$47,154.2	\$49,541.3	\$52,049.4	\$54,684.4	\$57,452.8	\$60,361.3
GIS Administrator		\$8,173.39	\$8,587.17	\$9,021.89	\$9,478.63	\$9,958.48	\$10,462.63
Legal Analyst		\$98,081	\$103,046	\$108,263	\$113,744	\$119,502	\$125,552
Mental Health Co-Responder							
Parks Operations Supervisor	57	\$48,333.0	\$50,779.9	\$53,350.6	\$56,051.5	\$58,889.1	\$61,870.4
Web Content Supervisor		\$8,377.72	\$8,801.85	\$9,247.44	\$9,715.59	\$10,207.44	\$10,724.20

CLASSIFICATIONS	RANGE	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
		\$100,533	\$105,622	\$110,969	\$116,587	\$122,489	\$128,690
Accounting Analyst - Senior	58	\$49,5413	\$52,0494	\$54,6844	\$57,4528	\$60,3613	\$63,4171
Civil Engineer - Associate		\$8,587.17	\$9,021.89	\$9,478.63	\$9,958.48	\$10,462.63	\$10,992.30
Commercial Plans Examiner		\$103,046	\$108,263	\$113,744	\$119,502	\$125,552	\$131,908
Economic Development Strategist - Senior							
Grant Administrator							
Human Resources Analyst - Senior							
Management Analyst							
Plans Examiner / Electrical Inspector							
Real Property Analyst							
Budget Analyst	59	\$50.7799	\$53.3506	\$56.0515	\$58.8891	\$61.8704	\$65.0025
Senior Planner		\$8,801.85	\$9,247.44	\$9,715.59	\$10,207.44	\$10,724.20	\$11,267.11
Special Capital Project Manager		\$105,622	\$110,969	\$116,587	\$122,489	\$128,690	\$135,205
Technical Project Manager							
Human Services Manager	60	\$52,0494	\$54,6844	\$57,4528	\$60,3613	\$63,4171	\$66,6276
Information Systems Administrator		\$9,021.89	\$9,478.63	\$9,958.48	\$10,462.63	\$10,992.30	\$11,548.79
		\$108,263	\$113,744	\$119,502	\$125,552	\$131,908	\$138,585
Recreation Manager	61	\$53.3506	\$56.0515	\$58.8891	\$61.8704	\$65.0025	\$68.2933
		\$9,247.44	\$9,715.59	\$10,207.44	\$10,724.20	\$11,267.11	\$11,837.50
		\$110,969	\$116,587	\$122,489	\$128,690	\$135,205	\$142,050
Building Services Supervisor	62	\$54,6844	\$57,4528	\$60,3613	\$63,4171	\$66,6276	\$70,0006
City Clerk		\$9,478.63	\$9,958.48	\$10,462.63	\$10,992.30	\$11,548.79	\$12,133.44
Civil Engineer - Senior		\$113,744	\$119,502	\$125,552	\$131,908	\$138,585	\$145,601
Principal Planner							
Public Works Inspection Supervisor							
Public Works Maintenance Supervisor - Stormwater							
Public Works Maintenance Supervisor - Streets & Fleets							
	63	\$56.0515	\$58.8891	\$61.8704	\$65.0025	\$68.2933	\$71.7506
		\$9,715.59	\$10,207.44	\$10,724.20	\$11,267.11	\$11,837.50	\$12,436.78
		\$116,587	\$122,489	\$128,690	\$135,205	\$142,050	\$149,241
Management Analyst - Senior	64	\$57,4528	\$60,3613	\$63,4171	\$66,6276	\$70,0006	\$73,5444
Prosecuting Attorney		\$9,958.48	\$10,462.63	\$10,992.30	\$11,548.79	\$12,133.44	\$12,747.70
		\$119,502	\$125,552	\$131,908	\$138,585	\$145,601	\$152,972
GIS Manager	65	\$58,8891	\$61,8704	\$65,0025	\$68,2933	\$71,7506	\$75,3830
		\$10,207.44	\$10,724.20	\$11,267.11	\$11,837.50	\$12,436.78	\$13,066.39
		\$122,489	\$128,690	\$135,205	\$142,050	\$149,241	\$156,797
Facilities Manager	66	\$60,3613	\$63,4171	\$66,6276	\$70,0006	\$73,5444	\$77,2676
Permit Center Manager		\$10,462.63	\$10,992.30	\$11,548.79	\$12,133.44	\$12,747.70	\$13,393.05
Planning Manager		\$125,552	\$131,908	\$138,585	\$145,601	\$152,972	\$160,717
Government Relations & Communications Manager	67	\$61,8704	\$65,0025	\$68,2933	\$71,7506	\$75,3830	\$79,1993
		\$10,724.20	\$11,267.11	\$11,837.50	\$12,436.78	\$13,066.39	\$13,727.88
		\$128,690	\$135,205	\$142,050	\$149,241	\$156,797	\$164,735
Building Official	68	\$63,4171	\$66,6276	\$70,0006	\$73,5444	\$77,2676	\$81,1793
Economic Development Manager		\$10,992.30	\$11,548.79	\$12,133.44	\$12,747.70	\$13,393.05	\$14,071.07
Engineering Review Manager		\$131,908	\$138,585	\$145,601	\$152,972	\$160,717	\$168,853
Engineering Manager							
Court Administrator	69	\$65,0025	\$68,2933	\$71,7506	\$75,3830	\$79,1993	\$83,2088
Maintenance & Operations Manager		\$11,267.11	\$11,837.50	\$12,436.78	\$13,066.39	\$13,727.88	\$14,422.85
Treasury Operations Manager		\$135,205	\$142,050	\$149,241	\$156,797	\$164,735	\$173,074
	70	\$66,6276	\$70,0006	\$73,5444	\$77,2676	\$81,1793	\$85,2890
		\$11,548.79	\$12,133.44	\$12,747.70	\$13,393.05	\$14,071.07	\$14,783.42
		\$138,585	\$145,601	\$152,972	\$160,717	\$168,853	\$177,401
	71	\$68,2933	\$71,7506	\$75,3830	\$79,1993	\$83,2088	\$87,4212
		\$11,837.50	\$12,436.78	\$13,066.39	\$13,727.88	\$14,422.85	\$15,153.01
		\$142,050	\$149,241	\$156,797	\$164,735	\$173,074	\$181,836
Assistant City Attorney - Senior	72	\$70,0006	\$73,5444	\$77,2676	\$81,1793	\$85,2890	\$89,6067
Parks & Recreation Deputy Director		\$12,133.44	\$12,747.70	\$13,393.05	\$14,071.07	\$14,783.42	\$15,531.83
		\$145,601	\$152,972	\$160,717	\$168,853	\$177,401	\$186,382
City Engineer	73	\$71,7506	\$75,3830	\$79,1993	\$83,2088	\$87,4212	\$91,8469

CLASSIFICATIONS	RANGE	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
		\$12,436.78	\$13,066.39	\$13,727.88	\$14,422.85	\$15,153.01	\$15,920.13
		\$149,241	\$156,797	\$164,735	\$173,074	\$181,836	\$191,042
	74	\$73.5444	\$77.2676	\$81.1793	\$85.2890	\$89.6067	\$94.1431
		\$12,747.70	\$13,393.05	\$14,071.07	\$14,783.42	\$15,531.83	\$16,318.13
		\$152,972	\$160,717	\$168,853	\$177,401	\$186,382	\$195,818
	75	\$75.3830	\$79.1993	\$83.2088	\$87.4212	\$91.8469	\$96.4966
		\$13,066.39	\$13,727.88	\$14,422.85	\$15,153.01	\$15,920.13	\$16,726.08
		\$156,797	\$164,735	\$173,074	\$181,836	\$191,042	\$200,713
	76	\$77.2676	\$81.1793	\$85.2890	\$89.6067	\$94.1431	\$98.9091
		\$13,393.05	\$14,071.07	\$14,783.42	\$15,531.83	\$16,318.13	\$17,144.24
		\$160,717	\$168,853	\$177,401	\$186,382	\$195,818	\$205,731
	77	\$79.1993	\$83.2088	\$87.4212	\$91.8469	\$96.4966	\$101.3818
		\$13,727.88	\$14,422.85	\$15,153.01	\$15,920.13	\$16,726.08	\$17,572.84
		\$164,735	\$173,074	\$181,836	\$191,042	\$200,713	\$210,874
	78	\$81.1793	\$85.2890	\$89.6067	\$94.1431	\$98.9091	\$103.9163
		\$14,071.07	\$14,783.42	\$15,531.83	\$16,318.13	\$17,144.24	\$18,012.16
		\$168,853	\$177,401	\$186,382	\$195,818	\$205,731	\$216,146
Community & Economic Development Director	79	\$83.2088	\$87.4212	\$91.8469	\$96.4966	\$101.3818	\$106.5142
Finance Director		\$14,422.85	\$15,153.01	\$15,920.13	\$16,726.08	\$17,572.84	\$18,462.47
Human Resources Director		\$173,074	\$181,836	\$191,042	\$200,713	\$210,874	\$221,550
Information Systems Director							
Parks & Recreations Director							
Public Works Director							
Deputy City Manager	80	\$85.2890	\$89.6067	\$94.1431	\$98.9091	\$103.9163	\$109.1771
		\$14,783.42	\$15,531.83	\$16,318.13	\$17,144.24	\$18,012.16	\$18,924.03
		\$177,401	\$186,382	\$195,818	\$205,731	\$216,146	\$227,088

Ordinance 24-1022

Comprehensive Plan

Effective 1/1/2025

This document is too large to attach it as one document. Below are the links to sections of the document:

1. [Ordinance & Exhibit A – Volume 1](#)
2. [Exhibit A – Volume 2, Chapters 1 – 4](#)
3. [Exhibit A – Volume 2, Chapter 5](#)
4. [Exhibit A – Volume 2, Chapters 6 – 11](#)
5. [Exhibit B](#)
6. [Exhibits C & D, Attachments, Presentation, Agenda Bill, Ordinance Summary](#)