

RESOLUTION NO. 3552

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Chief Executive Officer to execute an Interlocal Agreement (2005 ILA) with the City of SeaTac to establish a mutual and cooperative system for exercising their respective jurisdictional authority regarding land use, surface water management, interagency cooperation and development commitments, and material hauling provisions for Port haul projects greater than 100,000 cubic yards.

WHEREAS, as municipal corporations, the Port of Seattle and the City of SeaTac each have statutory authority to address common subjects such as planning, land use and zoning, transportation, surface water management, critical areas, police and other matters, and both parties are governed by the State Environmental Policy Act (SEPA) and have lead agency authority to the extent provided in the SEPA rules, and

WHEREAS, the Port owns and operates Seattle-Tacoma International Airport (Sea-Tac Airport), which is located primarily within the SeaTac City limits, and

WHEREAS, the Port and the City entered into an Interlocal Agreement (1997 ILA) dated September 4, 1997, along with Amendment #1 dated December 14, 1999, Amendment #2 dated December 15, 1999, Amendment #3 dated December 5, 2000 and Amendment #4 dated December 26, 2001, and

WHEREAS, the 1997 ILA expires on September 4,2007, and

WHEREAS, the parties previously entered into other agreements subsequent to the 1997 ILA, which include a settlement agreement dated May 24, 1999 (concerning routing of 911 emergency calls); agreement letter between the Airport Director and City Manager dated July 5, 2000 (concerning implementation of the Port's \$10 million landscape commitment); ILA dated January 1,2001 (concerning surface water management and building code administration); development agreement dated December 14,2001 (concerning development of borrow sites #3 and #4); development agreement dated April 23,2002 (concerning development of 55 acres of Port property adjacent to North SeaTac Park); and an ILA dated September 29,2004 (concerning building and fire code review for projects located within the jurisdictional boundaries of the Port and the City), and

WHEREAS, pursuant to the Interlocal Cooperation Act, Chap. 39.34 RCW, both parties desire to terminate the 1997 ILA and enter into a new ILA (2005 ILA) in order to jointly establish a mutual and cooperative system for exercising their respective jurisdictional authority to avoid disputes or potential claims and to obtain fair and equitable resolution of any potential disputes or claims.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle


that:

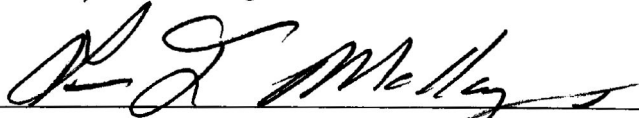
Section 1 The Chief Executive Officer is hereby authorized to execute the 2005 ILA in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

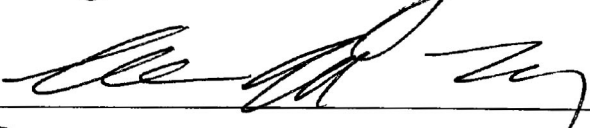
Section 2 The Chief Executive Officer, or his designee, is authorized to take all necessary actions to fulfill the terms of the 2005 ILA.

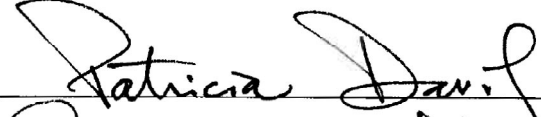
Section 3 A copy of the final executed ILA shall be attached to this Resolution as Exhibit B and incorporated herein by this reference.

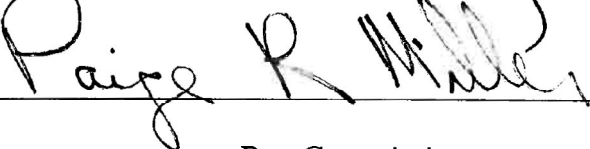
ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 22nd day of November, 2005, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.











Port Commissioners

10/19/05 Exhibit A to Resolution No. 3552



2005 Interlocal Agreement (ILA-2)

_____, 2005



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**** *To be added at final draft* ****

EXHIBITS

Exhibit A:	Land Use
Exhibit B:	Surface Water Management (SWM)
Exhibit C:	Interagency Cooperation & Development Commitments
Exhibit D:	Material Hauling Provisions for Port Haul Projects greater than 100,000 cubic yards

THIS INTERLOCAL AGREEMENT ("Agreement" or "ILA") is entered into effective the ____ day of _____, 2005 between the PORT OF SEATTLE ("Port"), a Washington municipal corporation, and the CITY OF SEATAC ("City"), a Washington municipal corporation.

RECITALS

A. WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties desire to enter into a new agreement with one another in order to jointly establish a mutual and cooperative system for exercising their respective jurisdictional authority to avoid disputes or potential claims and to obtain fair and equitable resolution of any potential disputes or claims.

B. WHEREAS, the Port owns and operates Seattle-Tacoma International Airport ("Sea-Tac Airport"), which is located primarily within the City limits.

C. WHEREAS, as municipal corporations, the City and Port each have statutory authority to address common subjects such as planning, land use and zoning, transportation, surface water management, critical areas, police and other matters. Both parties are governed by the State Environmental Policy Act and have lead agency authority to the extent provided in the SEPA rules.

D. WHEREAS, the parties previously entered into an Inter-Local Agreement ("ILA") dated September 4, 1997, along with Amendment #1 dated December 14, 1999, Amendment #2 dated December 15, 1999, Amendment #3 dated December 5, 2000 and Amendment #4 dated December 26, 2001.

E. WHEREAS, the ILA expires on September 4, 2007.

F. WHEREAS, both parties desire to terminate the ILA dated September 4, 1997 and enter into a new ILA in order to continue to develop a cooperative relationship between the parties and to update the ILA to reflect current conditions.

G. WHEREAS, the parties previously entered into other agreements subsequent to the 1997 ILA, which include a settlement agreement dated May 24, 1999 (concerning routing of 911 emergency calls); agreement letter between the Airport Director and City Manager dated July 5, 2000 (concerning implementation of the Port's \$10 million landscape commitment); ILA dated January 1, 2001 (concerning surface water management and building code administration); development agreement dated December 14, 2001 (concerning development of borrow sites #3 and #4); development agreement dated April 23, 2002 (concerning development of 55 acres of Port property adjacent to North SeaTac Park); and an L A dated September 29, 2004 (concerning building and fire code review for projects located within the jurisdictional boundaries of the Port and the City).

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Port and City agree as follows

1. Cooperation and Implementation of Agreement. The City and Port each shall take appropriate actions to implement this Agreement. The parties shall use all reasonable good faith efforts to implement this Agreement and avoid disputes.

2. Land Use and Zoning. The City and Port adopt the planning, land use and zoning provisions set forth in Exhibit A hereto and shall implement the same. Both parties acknowledge that the Airport's 2005 Comprehensive Development Plan (CDP) is under development, and that mitigation of environmental impacts of the CDP will be addressed in the programmatic and project-specific stages of the CDP environmental process. Both parties further acknowledge that it is important City concerns of CDP implementation be addressed in the earliest stages. The Port agrees to notify the City at least three months prior to the issuance of any environmental documents or determination about any planned construction of any CDP project, and agrees to collaboratively work with the City to identify and resolve City concerns. Where differences may remain regarding the approach to be used in the proposed CDP to minimize ramifications on the City, the Dispute Resolution process described in Section 13 shall apply.

3. Surface Water Management. The City and Port adopt the surface water management provisions set forth on Exhibit B hereto and shall implement the same.

4. Critical Areas. The City and Port adopt the critical area regulations for application to Port projects as set forth in the Development Standards included as Attachment 5 to Exhibit A.

5. Transportation. The City and Port adopt the transportation provisions set forth as part of Exhibit C.

6. State Environmental Policy Act. The City and Port shall follow the lead agency rules as set forth in the SEPA rules, WAC 197-11-922-948. The parties acknowledge the Port generally will be the lead agency for Port-initiated projects. Any disputes shall be resolved by the Department of Ecology as provided in WAC 197-11-946.

7. Public Safety.

7.1 Police Jurisdiction & Authority. The City and Port each have their respective authority and jurisdiction to establish police forces. The parties may further agree to joint or individual coverage of Port-owned or operated properties within the City consistent with their respective authority over those properties. E-911 calls will be routed in accordance with the parties'

arbitrated settlement agreement dated May 24, 1999.

7.2 Police Emergency Planning & Operations. The parties may also participate in joint emergency planning and operations and related homeland security issues.

7.3 Fire: The City and Port have already entered into a number of Mutual and Automatic Aid Agreements which establish their mutual commitments and roles for assisting in fire calls and other emergencies. For purposes of this ILA, the parties desire to identify their existing agreements for convenience only. The parties may mutually agree to amend or enter into new agreements without amending this ILA. The existing agreements are:

- Automatic Mutual Response Agreement, December 31, 1992
- Agreement for Appointment of Agent and Authorization to Enter into Mutual Aid Agreement for Implementation of Mutual Fire Resources Plan, December 1992
- Interlocal Agreement Concerning Building and Fire Code Review for Projects Located within the Jurisdictional Boundaries of the Port of Seattle and the City of SeaTac, September 29, 2004.

8. Material Haul. The City and Port adopt the material hauling provisions for Port Haul Projects greater than 100,000 cubic yards as set forth in Exhibit D.

9. Master Plan & Comprehensive Development Plan (CDP) Interagency Cooperation & Development Commitments. The parties adopt the interagency cooperation and development commitments set forth in Exhibit C for the projects included in the Port's Airport Master Plan Update adopted August 1, 1996 ("Port Master Plan") and in the Port's Draft Comprehensive Development Plan (CDP) dated on or about October 10, 2005. Project review for the Port's Master Plan and Comprehensive Development Plan Projects (defined in Attachment A-1 to Exhibit A) is covered by ¶ 2.3 of Exhibit A ("Project Implementation and Development Regulations").

10. Term of Agreement. This Agreement shall be binding on the parties for a term of ten (10) years. Either party may request review of the Agreement upon notifying the other party in writing. Upon receipt of such notice, the parties shall promptly and in good faith meet to discuss any revisions to this Agreement desired by either party. The procedures and standards set forth in this Agreement, including all of the Exhibits, shall be applicable during the term of the Agreement. Neither the Port nor City shall modify or add new conditions to those set forth in this Agreement during the term of this Agreement unless either (a) the parties have mutually agreed to those changes, or (b) either party, after discussion with the other party and a public

hearing, determines in good faith that changes are required to respond to a serious threat to public health or safety.

11. Extension of Terms of Agreement of 2001 and 2004 ILAs. Both parties agree that the terms of the ILAs dated January 1, 2001 (concerning surface water management and building code administration) and September 29, 2004 (concerning building and fire code review for projects located within the jurisdictional boundaries of the Port and the City) shall be extended by separate action to run concurrent with the term of this current ILA, subject to the terms and conditions in Exhibit B, "surface water management" and Exhibit A "land use."

12. Net Benefit. The Parties desire to work together to further enhance their partnership and to maximize the regional and local economic benefits of growth in air travel activity at the Airport. It is the intent of both parties that this agreement shall have net neutral impact on City revenues for item that are addressed herein, including, but not limited to, City parking tax and surface water management (SWM) fees. For general economic development, the parties shall work cooperatively to strive for a net positive impact on City revenues.

13. Dispute Resolution. The following Dispute Resolution provisions shall apply to any disputes between the parties concerning Exhibit A (Land Use), Exhibit B (Surface Water Management), Exhibit C Interagency Cooperation & Development Commitments), or Exhibit D (Material Hauling).

13.1 Party Consultation. Either party may invoke the Dispute Resolution procedures of this Agreement. The City Manager (or his/her designee) and the Aviation Division Managing Director (or his/her designee) along with any staff or consultants, shall meet within seven (7) days after request from either party. This seven (7) day time period may be extended for an additional seven (7) days at the request of either party.. The parties shall present their proposed resolution of the dispute at a meeting of the Joint Advisory Committee (JAC). The JAC shall consider the recommendation and may adopt the recommendation or propose an alternative means of resolving the dispute. Any solution adopted by the JAC may be adopted by the City Council and Port Commission. If the dispute is not resolved by the elected bodies, the parties may agree to additional meetings or may select an arbitrator to resolve the dispute. (Disputes that are subject to the primary jurisdiction of another tribunal such as the Central Puget Sound Growth Management Hearings Board are not subject to these Dispute Resolution provisions.)

13.2 Selection of an Arbitrator. The parties may agree upon an arbitrator to hear the dispute. If the parties cannot agree upon an arbitrator within seven (7) days after the conclusion of Party Consultation, then either party may seek appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall be experienced in the particular subject matter of the dispute and shall not be an employee or a consultant of either party. Potential providers of arbitration services include, but are not limited to the following:

the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR), and Washington Arbitration and Mediation Services (WAMS).

13.3 Arbitration Rules. The rules shall be the King County Local Rules for Mandatory Arbitration, unless the parties agree to alternative rules.

13.4 Arbitration Procedure and Decision. The arbitrator shall establish the procedures and allow presentations of written or oral materials. The arbitrator shall render his or her decision within thirty (30) days of the date when the parties select the arbitrator. The parties may agree to extend the time period for the arbitrator's consideration and issuance of a decision concerning the dispute. The arbitrator's decision shall be in writing, shall provide findings and conclusions for resolution of the dispute and shall be binding. Judgment on the arbitrator's award may be entered by the King County Superior Court. The parties shall share equally the costs of the arbitration, but each party shall pay its own attorney's fees and costs.

13.5 Other Disputes. If a dispute arises between the parties that is not subject to these Dispute Resolution procedures, then either party may enforce this Agreement by legal action filed before an appropriate legal tribunal.

14. General Provisions.

14.1 Binding Agreement; Authority. The terms and conditions of this Agreement are binding on both parties. Each party represents and warrants it has the authority and has undertaken all actions necessary to authorize this as a binding agreement.

14.2 Amendment. Any amendment to this Agreement shall be in writing signed by both parties.

14.3 Governing Law. This Agreement shall be governed by the laws of the State of Washington.

14.4 Interpretation; Severability; Changes in Law. This Agreement is intended to be interpreted to the full extent authorized by law as an exercise of each party's authority to enter into agreements. If any provisions of this Agreement are declared unenforceable or invalid by a court of law, then the parties shall diligently seek to modify this Agreement (or seek the court's determination of whether and how the Agreement is to be modified if the parties cannot reach agreement) consistent with the parties' intent to the maximum extent allowable under law and consistent with the court decision. If there are changes in applicable law, court decisions, or federal regulations or interpretations that make either party's performance of this Agreement impossible or infeasible, then the parties shall diligently seek to modify this Agreement consistent with the parties' intent and consistent with the good faith obligations set forth in Section 15.3.

14.5 Coordination; Notice. Each party shall designate in writing a contact person for implementation of this Agreement. Any notice or demand under this Agreement shall be in writing and either (a) delivered personally, (b) sent by facsimile transmission with confirmation and an additional copy mailed first class, or (c) deposited in the U.S. mail, certified mail, postage prepaid, return receipt requested, and addressed to the designated contact person.

14.6 Cooperation. The parties shall seek in good faith and reasonably to reach agreements and otherwise implement this Agreement.

14.7 Time of Essence. Time is of the essence of this Agreement in every provision hereof. Unless otherwise stated, "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

14.8 Headings. The headings are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

14.9 Exhibits. Exhibits A through D attached hereto are incorporated herein by this reference.

15. Relationship of City Code to this Agreement. The parties acknowledge this Agreement is generally intended to govern land use, surface water management, transportation, and material haul, and that the city codes and ordinances do not govern these matters during the term of this Agreement, unless the Agreement otherwise provides for the application of specific City or Port standards.

16. Good Faith. Each party will use good faith in implementing and maintaining the other party's interests as reflected in this Agreement. If, notwithstanding such good faith, there is a change in law, then the provisions of Section 14.4 shall apply.

17. Shared Legislative Strategies. Each party will share proposed legislative strategies in advance of state and federal legislative sessions in order to consider opportunities for mutual support.

DATED effective on the last signature below.

Dated: _____

PORT OF SEATTLE, a Washington municipal corporation

By: _____

Its: _____

Dated: _____

CITY OF SEATAC, a Washington municipal corporation

By: _____

Its: _____

NOTES

Check that the following are addressed within the exhibits:

- a Business Park Zone, STMC Ch. 15.11 through 15.16, 15.18, 15.22 and Title 16 (regarding clean light industrial and lot coverage--see Attachment A- regarding light industrial/manufacturing and Attachment A- regarding lot coverage, loading/service yards;
- a Critical Area Regulations, STMC Ch. 15.30 (see Attachment A-);
- a City SWM Code, STMC Ch. 3.60 and 12.30 (Exhibit B, but Port expressly reserves the right to appeal the SWM fees as described in Exhibit B);
- a City Transportation Impact Fees, STMC Ch. 11.15 (which apply to non-airport projects but which will not be applied to airport projects except on a retroactive basis after funding decisions are made under the Joint Transportation Study, Attachment A-4.; Exhibit C);

- City Parking Tax, STMC Ch. 3.70 (Exhibit C);
- Street Vacation Code, STMC Ch. 11.05.090 (Exhibit C);
- Codes applicable to borrow pits and construction measures, STMC Ch. 13.11 (Grading Code) (Exhibit C, Exhibit A, ;
- Material Haul Enforcement and Fees, STMC Ch. 11.10 and Resolution 97-014 regarding fees and charges (Exhibit D, ¶ 1.8.7 and 2).

EXHIBIT A

LAND USE AGREEMENT

The City and Port desire to coordinate their land use planning, project development and permitting by implementing this Land Use Agreement.

1. Cooperative Comprehensive Planning and Economic Development.

1.1 General. The Port and City shall engage in cooperative comprehensive planning to jointly address issues related to the Port's Airport properties and activities and the City's economic development, land use and related goals. The cooperative planning shall strive for consistency between the City's Comprehensive Plan, and the Port's 1997 Master Plan and the 2005 Airport Comprehensive Development Plan (CDP) (and related portions of the Puget Sound Regional Council's regional planning decisions). The coordinated comprehensive planning activities shall include:

1.1.1 Land Uses. The City and Port shall adopt one comprehensive plan designation ("Airport Use") and two zoning designations for Port owned property, ("Aviation Operations" and "Aviation Commercial"). This comprehensive plan designation is identified on the City Comprehensive Plan, the two zones are identified on the City Zoning Map and the list of allowed uses within each zoning designation is identified in Attachment A-2. All property acquired in the future may be designated "Airport Use" in the City Comprehensive Plan and zoned either "Aviation Operations" or "Aviation Commercial" pursuant to the amendment processes contained in this Exhibit A. The City and the Port may enter into site specific development agreements, which may reduce or expand allowable land uses within the applicable zone (such as the 55 acre agreement and the Borrow 3 Agreement). A noise contour overlay map will be included in the City's Comprehensive Plan to foster Airport compatible land use planning and shall be used to guide land use decisions within the City. Existing Part 150 noise guidelines shall be incorporated into the policies.

1.1.2 Advance Notification of Land Use Actions. In keeping with the "no surprises" policy between the Port and the City, the Port shall notify the City of planned property acquisitions and land use plans on a regular basis and as needed. The Port shall provide project notice of Port actions consistent with Sec. 2.2.1.3 and shall review each proposal with the City at a Port Design Review Committee (PDRC) meeting. The City shall notify the Port of any proposal to use Port property in North SeaTac Park, well in advance of taking

any action on the proposal. The City shall receive Port approval for proposed land uses or construction prior to granting a permit to all North SeaTac Park users.

1.1.3 Noise Planning. The Port and City will utilize the Part 150 Planning Process for evaluating and incorporating noise compatibility measures, upon FAA approval, into appropriate Port and City plans, policies, and related land use maps and regulations.

1.1.4 Aviation Hazards. To promote safety for City residents, employees, and visitors, and for air passengers, the City and Port will cooperate on land use planning to enhance the safe landing, take-off, and maneuvering of aircraft. The City will consider adopting development regulations that restrict, or mitigate the impacts of, uses that create the following aviation hazards, with a focus on such uses in runway approach areas:

- high intensity lighting that makes it difficult for pilots to distinguish between airport lights and other lights;
electrical interference with navigational signals or radio communication between the airport and aircraft;
glare in the eyes of pilots using the airport;
- smoke, dust or other particulates that would impair visibility for aircraft;
storage of highly flammable or explosive materials in the runway approaches,
bird-strike hazards; or other hazards which may endanger the landing, takeoff, or maneuvering of aircraft

The City shall notify developers of the need to obtain a written certification of compliance from the Federal Aviation Administration (FAA) for proposed structures that penetrate FAA's notification criteria as outlined in Federal Aviation Regulation (FAR) Part 7460, "Notice of Proposed Construction or Alteration."

The City shall also coordinate with the Port on considering potential ways to modify proposed project plans to eliminate or reduce hazardous wildlife attractants for the following types of uses:

- environmental/fisheries/wildlife habitat restoration
- waste disposal handling facilities
- stormwater management facilities
- wetland mitigation/enhancement projects
- golf courses

1.2 Economic Development Opportunities. Some properties owned by the Port within the City are away from the airfield and present opportunities for aviation related commercial development. The Port and City worked together through the New Economic Strategy Triangle Study (NEST) to identify economically feasible land uses for these properties. The parties shall continue to work together through the SeaTac Economic Partnership (STEP), the Southwest King County Economic Development Initiative, and other joint planning efforts to advance future development of these properties.

1.3 Adoption and Reservation of Rights.

1.3.1 Adoption.

1.3.1.1 General. The Port adopted its Master Plan update on August 1, 1996, by Resolution 3212 (as amended). The Port updated and refined the Master Plan in its Draft Comprehensive Development Plan dated October 12, 2005. The City adopted its Growth Management Act (GMA) Comprehensive Plan in December 1994, with amendments in each subsequent year.

1.3.1.2 Reservation of Rights. The parties are voluntarily undertaking cooperative planning in order to resolve their land use jurisdictional disputes. In order to implement terms of this agreement, the parties delegate to each other the discretionary legal authority that each enjoys to undertake comprehensive planning, create zones for particular land uses, determine which land uses are appropriate within those zones, and administer the International Building Codes. Both parties shall cooperate in good faith to avoid appeals or litigation, but neither party waives or concedes any legal rights with respect to its independent legal authority or the application of the Growth Management Act, Chap. 36.70A RCW, Revised Airports Act, Chap. 14.08 RCW, Airport Zoning Act, Chap. 14.12 RCW, Port District enabling statutes such as Chap. 53.04 and .08 RCW or City of SeaTac Municipal Code,.

2. Zoning/Land Use/Development Regulations.

2.1 The Comprehensive Plan designation of "Airport Use" and the zoning designations of "Aviation Operations" and "Aviation Commercial" shall be depicted in the City of SeaTac Comprehensive Plan and Zoning Map. The parties recognize that the Growth Management Act, Chap. 36.70A RCW and the City of SeaTac Municipal Code require the City to adhere to certain legal procedures when amending its comprehensive plan, zoning code and regulatory controls to

change the designations for Port-owned property. In order to allow the City to comply with these legal requirements and satisfy the terms of this Interlocal Agreement, that the City shall conduct these processes for newly-acquired Port properties or for those Port properties where these zoning designations may be changed.

The parties recognize that adoption of comprehensive plan and zoning designations by the City are discretionary actions under the Growth Management Act for which the City is responsible. However, by agreeing that the City shall follow these processes with respect to Port property, the Port does not waive or concede any of its legal remedies to enforce the terms of this agreement, except as otherwise noted in this Exhibit.

2.2 Project Implementation and Development Regulations.

2.2.1 Allowed Land Uses on Existing Port Property. The Port and City hereby establish a system for construction and development of the allowed land uses in the AVO and AVC zones as defined in Attachment A-2:

2.2.1.1 Port Initiation and Permitting. The Port shall control the development of airport and non-airport uses listed in Attachment A-3 on its property. The Port shall administer the permitting for development on Port property pursuant to the terms of the 2001 Interlocal Agreement between the Port and the City. The Port will confer with the City about project development as described below (**Sec 2.2.1.3 through 2.2.1.5**). The Port shall also administer the permitting for demolition and grading on its property related to development of airport uses.

2.2.1.2 Code Enforcement. The Port Aviation Building Official will enforce the current building codes and development standards throughout the Airport. Building Department staff will identify and ensure correction of code deficiencies on routine facility walk-throughs, assisted by Facilities and Infrastructure, Maintenance, Project Management, and Tenant Management staff and various consultants that are routinely hired for specific projects. The City of SeaTac may notify the Aviation Building Official regarding code enforcement issues and may notify the Aviation Maintenance Department regarding any maintenance concerns that may arise.

The City of SeaTac Building Division shall enforce its current building codes and development standards for non-Airport uses on Port property, as identified by Attachment A-3. The City Building Division staff, assisted by appropriate City staff, will identify code deficiencies on routine facility

walk-throughs. All Building Code and development standard deficiencies shall be forwarded to the Port for their comment. The Port's comments shall be incorporated into any correction notices by the City if the Port's comments are consistent with the City's correction notices.

2.2.1.3 Project Notice. The Port shall provide a "Project Notice" to the City for each proposed action by the Port using the format set forth in Attachment A-4 (including a full description of compliance with pre-approved development standards). Project Notice shall be sent as early as possible (e.g. initial listing on Port's spread sheet tracking if sufficient detail exists), but in any event no later than the Port's preparation of a SEPA checklist for the project or the Port's determination the action is not covered by SEPA (e.g. categorical exemption).

2.2.1.4 Development Review. The Port will schedule a Port Development Review Committee (PDRC) meeting to discuss the project with representatives of several City departments, prior to permitting to assure that the Port and City agree that applicable standards have been applied to the proposed project. Attachment A-3 sets forth the process that the parties shall follow for review of Port permitted projects.

2.2.1.5 Development Standards. All Port projects within the City shall comply with the development standards set forth in Attachment A-4. If either of the parties believe that the standards in Attachment A-4 are not satisfied, then "Joint Consultation" shall take place under ¶ 2.2.2, subject to more specific requirements for the Port Master Plan and Comprehensive Development Plan (CDP) Projects on Port property in ¶2.2.1.6.

Regardless of any other language contained in this ILA, no development or construction activity (including clearing or grading) shall occur on any of the 'L-shaped Property' area until a Letter of Agreement concerning a residential buffering plan and street vacations has been formally agreed to by both the City of SeaTac and the Port of Seattle, as noted in Exhibit C, Section 1.5.

Any proposed amendments to, or variances/departures from, the development standards in Attachment A-4 shall be jointly reviewed and approved by the Port and the City. The Port shall provide the City a copy of the proposed amendments at least 60 days before the adoption of these amendments. The City shall provide their written response to the proposed amendment (either approval, approval with modifications, or denial) within 30 days of receipt of the proposed amendments. If the

parties cannot agree to the text of the proposed amendments, then "Joint consultation" shall take place under 2.2.2.

2.2.1.6 Port Master Plan and Comprehensive Development Plan (CDP) Projects. The interagency cooperation and development commitments measures set forth in Exhibit C to this Agreement provide complete community relief and mitigation measures for the Port's Master Plan Projects (as listed in Attachment A-1), subject to the following:

- (a) For those Master Plan and CDP Projects identified as eligible for joint consultation on Attachment A-1, Joint Consultation may take place if the prerequisites under ¶ 2.2.2.1 otherwise apply; and
- (b) For those Master Plan and CDP Projects on Attachment A-1 that are identified as not eligible for joint consultation, no Joint Consultation shall take place and no additional community relief or mitigation shall be required, but the Port shall implement, after notice and consultation with the City, construction measures such as traffic control and protection of City rights-of-way or facilities. If the Port and City do not agree on these construction measures, then the Dispute Resolution procedures set forth in Section 12 of the ILA shall apply.

2.2.1.7 City Business License. The Port of Seattle acknowledges that the City of SeaTac has imposed a business licensing requirement on all persons conducting business within city limits, which limits specifically include the Seattle-Tacoma International Airport. Although the City will be responsible for enforcing all business license requirements, the Port of Seattle agrees to notify its tenants and contractors of this requirement and that they may apply for such license at the City of SeaTac Finance Department.

2.2.2 "Joint Consultation." Joint Consultation shall be conducted as follows:

2.2.2.1 Prerequisite. Joint Consultation shall be required in the following two circumstances: (i) if the Port proposes to change the zoning designation of a property from "Aviation Commercial" to "Aviation Operations" or (ii) where the impacts of a development or other Port activity meet the prerequisites set forth in the remainder of this paragraph (note: projects identified in the Port's 1997 Master Plan Update and CDP may or may not be eligible for joint consultation – see Attachment A-1).

Joint Consultation may be used in other circumstances, as referenced in Exhibit A.

2.2.2.2 Procedure.

Either the Port or City may convene a Joint Consultation by delivering written notice to the other setting forth the party's good faith determination of all of the following prerequisites:

- (a) The Port's proposed project will have a probable, direct significant adverse impact on non-Port property; and
- (b) The impacts will not be adequately mitigated by the pre-approved development standards (Attachment A-5), the interagency cooperation provisions of Exhibit C or mitigation incorporated into the proposed project.
- (c) The impacts are related to elements of the environmental specified under SEPA.

Within seven (7) days after such notice, the City Manager (or his/her designee) and the Aviation Division Director (or his/her designee), along with any staff or technical persons either party desires, shall meet, consult and seek resolution of any disputes by application of the criteria set forth in ¶ 2.2.2.3 below.

2.2.2.3 Consultation Criteria. The Port shall incorporate City-requested mitigation if the mitigation: (a) is attributable to the impact of the proposed action as identified in ¶ 2.2.2.1; (b) will have a demonstrable benefit; (c) will not result in unreasonable costs to implement; (d) does not materially impair the functioning of the Airport or the integration of the proposed use into existing Airport facilities; and (e) is not a federal conflict ("federal conflict" means the mitigation requested is expressly precluded or preempted by federal or state regulation, or places the Port in noncompliance with federal directives for Airport operation. The City has the burden of showing the existence of the Prerequisites a, b, and c (q2.2.2.1) and consultation criteria (a) and (b). The Port has the burden of showing consultation criteria (c), (d), and (e).

2.2.2.4 Dispute Resolution. If a dispute is not resolved at the Joint Consultation meeting, or within such additional time as the parties may approve, then the dispute shall be resolved through the Dispute Resolution procedures as set forth in Section 12 of the Interlocal Agreement.

2.3 Expansion of Port Uses and Property.

2.3.1 New Use on Existing Port-owned Property : The parties recognize that the Growth Management Act, Chap. 36.70A RCW and the City of SeaTac Municipal Code require the City to adhere to certain legal procedures when amending its zoning map and regulatory controls to change the designations for Port-owned property. In order to allow the City to comply with these legal requirements and satisfy the terms of this Interlocal Agreement that the City shall conduct these processes for Port properties where the zoning designations will be changed.

The parties recognize that adoption of zoning designations and regulatory controls by the City are discretionary actions under the Growth Management Act for which the City is responsible. However, by agreeing that the City shall follow these processes with respect to Port property, the Port does not waive or concede any of its legal remedies to enforce the terms of this agreement.

2.3.1.1 Shift Aviation Commercial to Aviation Operation. For a proposed change in the use of Port property from "Aviation Commercial" to "Aviation Operation," then (a) Joint Consultation shall apply under ¶2.2.2, (b) the City's Comprehensive Plan and Zoning map and agreed uses on Attachment A-2 may be amended for that property pursuant to ¶2.1.1, and (c) the property may be developed pursuant to ¶ 2.2. The parties acknowledge certain changes from "Aviation Commercial" to "Aviation Operation" could be major improvements or capacity changes at the Airport. Consequently, the scope and extent of mitigation shall correspondingly reflect the scope and magnitude of the change in use. For example, if the change in use involves expansion of a runway, major addition of cargo facilities, a new terminal, or other major changes, then the mitigation package done through Joint Consultation shall reflect the significance of the change in use. [Note: The interagency cooperation and development commitments package in Exhibit C reflects the scope and magnitude of the third runway and related 1997 Master Plan Projects.] Further, the parties acknowledge major improvements or capacity changes at the Airport may trigger review by the Puget Sound Regional Council, amendment of the regional transportation plan or other legal requirements, including RCW Ch. 47.80. Both parties shall have full ability to participate in any such process involving Airport expansion or facilities. The Joint Consultation under Section 2.2.2 of this Exhibit is in addition to such other participation, and this Agreement does not limit a party's rights in other processes.

2.3.1.2 Port proposed Non-Airport Use. If the Port proposes to develop or use its existing property for a non- Airport use not listed in Attachment A-2, then the Port shall submit applications to the City of SeaTac and the City will administer the permit process.

2.3.1.3 Other Non-Airport Use on Port-owned Property. For Non-Airport projects proposed by any applicant other than the Port, the City shall not issue a permit unless it has received written approval for that project from the Port. All Port tenants, including subleases and government agencies, must acquire written approval from the Port for any project to be located on Port property. All development on Port property shall comply with federal and state laws, including federal directives for Airport operation.

The City of SeaTac shall administer and implement the Uniform Codes (building, mechanical and plumbing), the electrical code, and the SeaTac Municipal code on all Non- Airport Use projects on Port owned property for which the City has not delegated its permitting authority to the Port (as listed in Attachment A-2). All applicants shall submit an application and plans to the City and follow the plan review process outlined in Attachment A-3. Under the terms of the 2004 ILA, the Port and the City shall cooperatively review the building plans, conduct inspections and issue permits. The Port shall be responsible for fire code review for both projects and annual inspections, but shall coordinate its fire code project review with the City's project review.

The City shall provide six copies of each application and conceptual plan to the Airport Building Department (ABD) for review by appropriate airport departments and the Port will provide its comments within 10 business days of receipt. The City shall meet with the Port to discuss its comments on the application. The City shall also provide at least six copies of construction plans to the ABD. Within 10 business days of its receipt of these construction plans, the Port shall provide its written comments to the City. The City shall incorporate the Port comments on the construction plans as requirements of the building permit.

The parties anticipate that the Port's comments on projects will focus upon areas such as:

- 1) Aviation hazards such as wildlife attraction from landscaping and standing water, height, glare, smoke or radio interference;
- 2) stormwater management;

- 3) impact, damage, or cost to adjacent Port property, airport operations, or ongoing airport projects; and/or
- 4) consistency with Port fire and safety standards.

If the parties disagree about Port comments concerning a building permit application, conceptual plan or construction plan, the City shall not approve the building permit for the project until the parties resolve their differences, provided that such differences are resolved within the State-mandated timeframes of Chap. 36.70.B RCW. (See Sec 12 Dispute Resolution) If either of the parties disagrees about the interpretation of the building or fire code provided by a building or fire code official, they shall resolve their differences in the manner provided for in the latest version of the state building or fire code.

2.3.1.4 Statutory Interpretation If ILA Terminates. The land uses specified in Attachment A-3 shall not bind or waive either party's right to interpret "airport" uses under state law in the event this ILA terminates.

2.3.2 New Port Property. The following procedures shall apply if the Port desires to acquire property, except for the residential properties located east of Des Moines Memorial Drive adjacent to S. 196th St. and S. 196th Place. These properties are land acquisition for mitigation of the new parallel runway. For purposes of this Agreement, once the property is acquired, these properties shall be rezoned to Aviation Commercial and subject to the procedures of Section 2.2.

2.3.2(a) Allowed Land Uses. The parties agree that the land uses identified in Attachment A-2 are appropriate in the "Airport Use" comprehensive plan designation and in either the "Aviation Operations" or "Aviation Commercial" zones, as allocated in Attachment A-2. When the Port acquires property for a use identified in Attachment A-2, the parties will follow the process described below under "Consistent Zoning" and "Inconsistent Zoning." The Port shall reserve the right to apply the EPF process only to uses not listed in Attachment A-2. In the rare circumstance where the proposed use is not listed in Attachment A-2, the parties shall work cooperatively to determine whether the proposed use is an Airport Use. If the parties agree that the proposed use is an Airport Use, then the procedures in 2.3.2 shall apply. If the parties cannot agree that the proposed use is an Airport Use, then the parties shall go through Dispute Resolution.

2.3.2.1 Consistent Zoning. When the Port acquires property and plans to use it for any of the uses identified in Attachment A-2, that is consistent with the underlying City zone the Port shall make an application and City shall undertake

the Growth Management Act processes to change the comprehensive plan designation to "Airport Use" and to change the zoning designation to either "Aviation Operations" or "Aviation Commercial. Once this process is complete, the City shall amend the Comprehensive Plan and Zoning Map.

2.3.2.2 Inconsistent Zoning. When the Port acquires property and plans to use it for a use that is inconsistent with the underlying City zone, then the parties shall undertake the amendment processes set forth in this Exhibit, to change the comprehensive plan designation to "Airport Use" and to change the zoning designation to either "Aviation Operations" or "Aviation Commercial. If the City adopts the proposed amendments, then the City may amend the Comprehensive Plan and Zoning Map accordingly and the development of the property shall be governed by sections 2.2, 2.3.1.2 and Attachment A-2 as applicable. As a condition of rezone approval, the City has the discretion to impose additional mitigation pursuant to section 2.3.3.

2.3.3 Additional Procedures. The following additional procedures shall apply if an amendment is required to change the zoning from Aviation Commercial to Aviation Operations (§ 2.3.1.1) or if the Port acquires property with City zoning that is inconsistent with the Port's proposed use. (§2.3.2.2). The City Manager and the Aviation Division Director, or their staff representatives, shall meet to discuss appropriate mitigation and other matters. If the issues cannot be fully resolved by these Port and City staff members, a Mitigation Committee shall be convened by the parties consisting of two City Council members and two Port commissioners, and appropriate staff. The Mitigation Committee shall develop recommendations for the expanded uses and mitigation, which may include consideration of the Joint Consultation criteria in 2.2.2.3.

The parties acknowledge expansion of the Airport may involve major improvements or capacity changes at the Airport. Consequently, the scope and extent of mitigation shall correspondingly reflect the scope and magnitude of probable significant adverse environmental impacts. For example, if the change in use involves expansion of a runway, major addition of cargo facilities, a new terminal (other than the north terminal as provided in the Port's Master Plan), or other major changes, then the mitigation package done through Joint Consultation shall reflect the significance of the change in use. [Note: Refer to Attachment A-1 to determine if a project included in the 1997 Airport Master Plan Update or Comprehensive Development Plan (CDP) is eligible for joint consultation or not.] Further, the parties acknowledge major improvements or capacity changes at the Airport may trigger review by the Puget Sound Regional Council, amendment of or consistency with the regional transportation plan or other legal requirements,

including Chap. 47.80 RCW. Both parties shall have full ability to participate in any such processes involving Airport expansion or facilities.

If the City Manager and Aviation Director reach consensus, or the Mitigation Committee reaches a consensus, a report and recommendation(s) shall be issued within sixty (60) days of the first meeting between the City Manager and Aviation Division Director or of the Mitigation Committee being convened (which time will be extended if additional information is reasonably required or if agreed to by both parties). The City Council and the Port Commission shall make a decision thereon within the following thirty (30) days (unless this time period is extended by mutual agreement) and formalize an agreement regarding the agreed upon mitigations. In any event, if a mitigated determination of non-significance (MDNS) or environmental impact statement (EIS) is to be issued, the mitigations recommended by the City Manager and Aviation Division Director or Mitigation Committee, and agreed to by the City Council and Port Commission, shall be incorporated by the Port into the draft MDNS or EIS prior to their issuance. If the Mitigation Committee does not reach consensus, then a report shall be prepared and delivered to the City Council and Port Commission within sixty (60) days of the Mitigation Committee being convened (which time will be extended if mutually agreed to by both parties). This report shall indicate the areas of agreement and the outstanding issues. If the Port issues a SEPA decision for a Port project subject to review by the Mitigation Committee, the Port will not formally adopt this decision until the Mitigation Committee report has been delivered to the City Council and the Port Commission.

ATTACHMENTS:

- Attachment A-1 - List of Airport Master Plan (Updated from 1997 ILA) and Comprehensive Development Plan (CDP) Projects
- Attachment A-2 Allowed Land Uses and permit Administration in the "Aviation Operations" and "Aviation Commercial" Zones
- Attachment A-3 -Port and City Development Review Process and Standard Format for Project Notice
- Attachment A-4 - Development Standards for Port Projects
- Attachment A-5 -Critical Area Mitigation Approved as Part of Port Master Plan Projects that are not eligible for Joint Consultation
- Attachment A-6 -Map of City Business Park Zones

Attachment A-7 -Map of City of SeaTac's City Center and Urban Center boundaries

ATTACHMENT A-1

AIRPORT MASTER PLAN AND COMPREHENSIVE DEVELOPMENT PLAN PROJECTS

The 1997 City of Sea-Tac and Port of Seattle Interlocal Agreement (ILA) identified a package of community relief and mitigation measures for projects in the Port's 1997 Airport Master Plan Update and in the Port's Draft Comprehensive Development Plan (CDP) dated on or about October 10, 2005. The table below lists the current status of the Master Plan and CDP projects and whether they are eligible for joint consultation under the 2005 ILA. Any projects not listed in the table shall be eligible for joint consultation.

Master Plan Projects (from 1997 ILA)	Eligible for Joint Consultation
1 Acquisition of land for the new parallel (third) runway	No
2 Relocation of Airport Surface Radar (ASR) and Airport Surface Detection Equipment (ASDE)	No
3 Relocation of S. 154/156 th St. around new runway end	No
4 Construction of new parallel runway and associated taxiways	No
5 Extension of Runway 34R by 600 feet	No
6 Development of the Runway Safety Area (RSA) embankments	No
7 Relocation of S. 154/156th St. around 16L and 16R RSAs	No
8 Improvements to the Main Terminal roadway and recirculation roads, including a partial connection to the South Access Roadway and a ramp roadway from the upper level roadway to the airport exit.	No
9 Expansion of the main parking garage to the South, North and East	No
10 Construction of the overnight aircraft parking apron (<i>midfield location</i>)	No
11 Expansion or redevelopment of the cargo facilities in the north cargo complex (<i>on airfield, south of SR 518</i>)	No
12 Site preparation at South Aviation Support Area (SASA) site for displaced facilities	No
13 Development of a ground support equipment location at SASA	No
14 Development of general aviation/corporate aviation facilities in SASA or north airfield location	No
15 Development of a new airport maintenance building and demolition of existing facility	Yes (1)
16 Development of on airport hotel, convention and/or conference	No

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	facility immediately adjacent and providing direct physical access to passenger terminal facilities	
17	Development of the Des Moines Creek Development Area (Borrow site 1 – portion of site within the City of SeaTac)	Yes
18	Dual Taxiway 34R	No
19	Construction of the South Link roadway and closure of the S. 182 nd Street access	Yes
20	Additional expansion of the main parking garage (to the north)	No
21	Expansion of the north employee parking lot (North of SR 518) to 6,000 stalls including improvements to the intersection of S. 154 th /24 th Ave. S.	No
22	Construction of second phase of overnight apron (<i>midfield location</i>)	No
23	Development of the first phase of the North Terminal (south pier), development of the ramps off SR 518 near 20 th Ave. S. and intersection improvements to S. 160 th St. to address surface transportation issues associated with the closure of S. 170 th St. to through traffic	Yes (2)
24	Construct first phase of the North Unit Terminal parking structure for public and rental cars	No
25	Development of the North Unit Terminal Roadways	Yes
26	Interchange near 20 th Ave. S / SR 518 for access to cargo complex	No
27	Relocate Airport Rescue & Firefighting Facility (ARFF) to north	No
28	Additional improvements to the South Access Roadway connector	Yes
29	Relocation of the United Maintenance complex to SASA	Yes
30	Continued expansion of north cargo facilities (<i>on airfield south of SR 518 & north of SR 518 on the "L-shaped" parcel and potential expanded "L-shaped" parcel</i>)	Yes (3)
31	Expansion of North Unit Terminal (North Pier)	No
32	Complete connectors to South Access Roadway (to eventual SR 509 Extension and South Access)	Yes
33	Additional Expansion of north employee lot to 6,700 stalls	No
34	55 Acre Development (development agreement to be renegotiated)	No
35	Expand North Unit Terminal parking structure for public parking	No
CDP Projects		
1	160 th Loop (related to #33)	No
2	NB Expressway Relocation (related to #31)	No

3	Sound Transit Light Rail	No
4	Des Moines Creek 1 Dev. (related to #26)	No
5	55 acre Development	Yes
6	Borrow 3 development or sale	Yes
7	POS Maintenance Facility Relocation (related to #23)	Yes
8	USPS relocation	Yes (1)
9	Upper Terminal Drive Widening (5 th Lane) & New Recirculation Ramp from Upper Drive (related to #10, 27)	No
10	South Employee Parking Lot	Yes
11	Aircraft Remain Overnight (RON) Parking Hardstands	No
12	North Cargo Development Bridge	Yes
13	North Cargo Development Property Phase 1 (L-Shaped Parcel) (related to #17,38,44)	No
14	SB Expressway /Air Cargo Rd. Relocation	Yes (2)
15	Gate Gourmet Demolition	No
16	NESPA #1 Development (Lora Lake Property in Burien)	Yes (2)
17	South Link to 188 th St. (related to #10)	Yes (2)
18	Northend Belly Cargo (On Doug Fox)	Yes
19	United Cargo Demolition	No
20	Commercial Development along 28 th Ave.	Yes
21	Transipler Redevelopment	No
22	Alaska Site Development	No
23	Federal Express Expansion	No
24	Lower Dr. Recirculation Ramps	No
25	South Airport Development Area, Bridge and Access (related to #19, 21,37)	Yes
26	RON Development	No
27	ARFF Relocation (related to #35)	Yes (1)
28	North Satellite Expansion	No
29	South Satellite Expansion	No
30	Main Terminal and Concourse Expansion (related to # 31,39)	No
31	Taxiway, Apron and GSE storage Improvements (related to #30)	No
32	South Access (related to #36,41)	Yes
33	AA Garage Expansion	No
34	APM move to Rental Car Facility	No
35	Garage Access Structure Road	No
36	Secondary ARFF Station	No

37	Ground Transportation Taxi Holding Lot	No
38	Fire Department Training Area	No

Footnotes

1. Potential joint consultation only if the relocated facility is outside the Aviation Operations zone shown in Attachment A-2
2. Potential joint consultation only for roadways
3. Potential joint consultation only for potential expanded "L-shaped parcel

ATTACHMENT A-2

**ALLOWED LAND USES AND PERMIT ADMINISTRATION IN THE
"AVIATION OPERATIONS" AND "AVIATION COMMERCIAL" ZONES**

Land Use	Allowed in AVO	Allowed in AVC	Permit administratio
AIRPORT USE/AIRPORT PERMITS			
Runways, taxiways, & safety areas	Yes		Port
Aircraft ramp & parking areas	Yes		Port
Airfield lighting	Yes		Port
Aviation navigation, communication & landing	Yes		Port
Aids for airport and aircraft operations	Yes	Yes	Port
Airfield control towers & FAA air traffic control facilities	Yes		Port
Passenger terminal facilities, including passenger and baggage handling, ticketing, security checkpoints, waiting areas, restrooms, aircraft loading gates, restaurants, conference facilities, newsstands, gift shops, and other commercial activities providing goods and services for the traveling public	Yes		Port
Designated airfield safety areas, clear zones, & runway protection zones	Yes	Yes	Port
Aircraft run-up areas	Yes		Port
Aircraft fueling systems	Yes		Port
Airfield crash/fire/rescue (ARFF) facilities, including staff quarters & offices	Yes		Port
Facilities for the maintenance of aircraft	Yes		Port
Facilities for the maintenance of airline equipment	Yes		Port
Facilities for the maintenance of airport & airfield facilities	Yes		Port
Airfield security facilities such as fencing, gates, guard stations, etc.	Yes (a)	Yes (a)	Port
Parking and storage for airfield ground service equipment (GSE)	Yes (A)		Port
Inter-terminal transfer facilities for people, baggage, & cargo (P)	Yes (A)	Yes (A)	Port

Land Use	Allowed in AVO	Allowed in AVC	Permit administration
Other aviation activities or facilities whose location within the <u>AVO</u> zone is fixed by function by FAA requirements	Yes		Port
Other aviation activities or facilities whose location within the <u>AVC</u> zone is fixed by function by FAA requirements related to the operation of the airport		Yes	Port
Facilities for the maintenance of airline & airfield equipment and of airport & airfield facilities, provided that maintenance of heavy equipment (e.g. Fuel trucks, runway snowplows) shall be permitted only in the AVO zone and is directly related to the operation of the airport		Yes	Port
Parking and storage for airline and airfield ground service equipment (GSE), provided that parking and storage for heavy equipment (e.g. Fuel trucks, runway snowplows) shall be permitted only in the AVO zone and is directly related to the operation of the airport directly related to the operation of the airport		Yes	Port
Air cargo aircraft loading and unloading	Yes		Port
Airfield infrastructure	Yes		Port
Airport access roadways	Yes		Port
Airfield service roads and access improvements to those roads	Yes (a)	Yes (a)	
Meteorological equipment	Yes	Yes	Port
Communications equipment, if directly related to the <u>operation</u> of the airport	Yes	Yes	Port
Public transportation facilities related to the <u>operation</u> of the airport	Yes	Yes	Port
Roadways and public transportation facilities that provide access to the airport for its customers , commercial vehicles and ground transportation services		Yes	Port
Utilities serving uses permitted in the	Yes	Yes	Port

Land Use	Allowed in AVO	Allowed in AVC	Permit administration
zone			
Parking facilities immediately adjacent and providing direct physical access to passenger terminal facilities	Yes	Yes	Port
Air cargo warehousing and customer service facilities with direct airfield access or delivery to secure areas of the airport	Yes	Yes	Port
Controlled storage of hazardous wastes generated by permitted uses and temporarily stored prior to disposal in accordance with federal and state regulations)	Yes (A)		Port
Wholesale sales and distribution facilities with direct airfield access, or delivery to secure area of the airport.		Yes	Port
Retail sales inside AOA	Yes		Port
Warehousing and distribution facilities, excluding truck terminals, with direct airfield access or delivery to secure areas of the airport.		Yes	Port
NON-AIRPORT USE/CITY PERMITS			
Public transportation facilities (to be owned and operated another agency)	Yes	Yes	City or by separate interlocal agreement
Infrastructure and utilities serving uses permitted in <u>other</u> zones or areas	Yes	Yes	City
Other hotels , convention and conference facilities (permitted use only if approved by the City Council, on a case-by-case basis)		Yes	City
Commercial parking not connected to the terminal		Yes	City
Air cargo warehousing and customer service facilities.	Yes	Yes	City
Reasonable accessory office and staff facilities independent of uses permitted		Yes	City

Land Use	Allowed in AVO	Allowed in AVC	Permit administration
in the zone, if such uses are not directly related to the operation of the airport			
Retail sales outside AOA, airport controlled safety areas and airport- operated facilities		Yes	City
Wholesale sales and distribution facilities.		Yes	City
Warehousing and distribution facilities, excluding truck terminals		Yes	City
Other uses not directly related to the operation of the airport		Case-by-case determination by the Port and City, per ILA	City/Port
LAND USES THE CITY AND THE PORT HAVE NOT COME TO AGREEMENT ON WHETHER THE LAND USES ARE AN AIRPORT USE OR A NON-AIRPORT USE			
Hotel, convention and conference facilities immediately adjacent and providing direct physical access to passenger terminal facilities	Yes		Port
Parking for employees directly related to the operation and construction of the Airport	Yes	Yes	Port
Passenger vehicle rental, including parking, service and preparation, and customer facilities to be owned and operated by airport	Yes	Yes	Port
Flight kitchens directly related to operation of airport	Yes	Yes	Port
Offices and work & storage areas for airline & aviation support	Yes	Yes	Port
Reasonable accessory office and staff facilities to serve uses permitted in the zone, if such uses are directly related to	Yes (A)	Yes (A)	Port

Land Use	Allowed in AVO	Allowed in AVC	Permit administration
the operation of the airport			
Employee support facilities such as cafeterias, locker rooms, rest areas, restrooms, exercise areas, etc., directly related to the operation of the airport	Yes (A)		Port
<p>Public access parks, trails, or viewpoints but only in accordance with the Public Use Special Conditions listed below:</p> <p>-- Public Use Special Conditions</p> <p>-- The following special conditions shall apply to any areas which are designated for public access parks, trails, or viewpoints:</p> <p>--Public access or recreational uses shall be limited as necessary to assure compatibility with airport and aviation activities. If use of Port-owned property by the public for access and recreation is permitted, it shall be considered compatible with airport operations, including noise and other impacts, and shall not establish a recreation use or other public activity under the U. S. Department of Transportation 4(f) provisions.</p> <p>-Public use and access shall be generally of low intensity. Density guidelines for numbers of people may be established by the Port and FAA, with input from the public and local jurisdiction. (Examples of such guidelines are represented in the North SeaTac Park leases and tri-party agreements.)</p> <p>-Public use and access shall be subject to the requirements and needs of airport and aviation activities, including</p>	Yes	Yes	Case-by-case determination by the Port and City, per ILA process

Land Use	Allowed in AVO	Allowed in AVC	Permit administratio n
security, as determined by the Port and/or the FAA.			
Those clean light industrial and manufacturing facilities permitted in the City's BP zone as it exist on the date of the 1997 Interlocal Agreement (See Attachment A-6)		Yes	Case-by-case determination by the Port and City, per ILA process

ATTACHMENT A-3

STANDARD FORMAT FOR PROJECT NOTICE AND PORT AND CITY DEVELOPMENT REVIEW PROCESS

STANDARD FORMAT FOR PROJECT NOTICE

This Project Notice would be sent to the City's designated contact person as early as possible (e.g. initial listing on the Port's spread sheet tracking if sufficient detail exists), but in any event no later than the Port's preparation of a SEPA checklist for the project or the Port's determination that the action is not covered by SEPA (e.g. categorical exemption).

Location (with map) and Size, Function and Scope of Project:

Proposed Use and User:

Proposed Schedule for Construction:

SEPA/Environmental Compliance: Describe environmental analysis including whether covered by prior EIS; if additional detail since EIS analysis, describe significant adverse impacts and any proposed new mitigation to address these impacts.

Description of Applicable Development Standards (and any modifications resulting from federal or state requirements): [See list in Attachment A-4]

PORT-CITY DEVELOPMENT REVIEW PROCESS

This document addresses City of SeaTac review of Port projects. Section I focuses on compliance with the standards in the 2005 Interlocal Agreement between the City and the Port of Seattle ("ILA"). Section II focuses on procedures for City permits. The Interlocal Agreement between the City and the Port entered into in the year 2005 governs whether City permits are required.

Modifications to this Port-City Development Review Process may be made by mutual agreement of staff for the Port and City. Any such modification shall be made in writing, with revised versions of this document distributed to Port and City staff.

SECTION I: PROCEDURE FOR VERIFYING COMPLIANCE WITH 2005 ILA DEVELOPMENT STANDARDS

10/19/05 Exhibit A to Resolution No. 3552

GOALS FOR REVIEW PROCESS: Both agencies agree there needs to be a process for the City to verify compliance with the development standards in Attachment A-5 of the 2005 ILA . This process: 1) enables the City or the Port to know if and when to trigger Joint Consultation or Dispute Resolution, as provided for in the 2005 ILA; and 2) provides a more predictable and timely project review process for the Port. The general steps in the review process are outlined below.

A. INTERNAL PORT PROCEDURE:

1. In order to determine whether a project requires submission to the City, Port staff will fill out the - PDRC Checklist, Category 1 in Attachment A for verification of compliance with 2005 development standards. This checklist must be reviewed internally by the Port's Airport Building Department (ABD).

2. For those Port and tenant projects that require submittal to the City, the PDRC Checklist for each project will be reviewed by the Port's Preliminary Design Review Committee ("PDRC") prior to submittal to the City. The review is for "quality control" purposes and compliance with applicable ILA /Port standards. Issues of interpretation are identified and discussed internally in order to enhance later discussions with the City. City attendance at the PDRC meetings shall be as described in Section C.2.

3. Port environmental staff is responsible for maintaining an up-to-date Project Notice tracking sheet of Port projects, with copies provided quarterly to the City. Emphasis is on early listing of projects, even if information is preliminary or incomplete at time of initial listing.

4 Port staff is responsible for informing consultants/staff of applicable development standards from the ILA, and other projects requirements that shall be used for design. Plans submitted for ILA standards verification will show how the standards from the ILA are addressed. (**Note:** The more complete the plans can be, the more likely the City will verify compliance with ILA standards in a timely manner.) This information can be included on a single plan sheet or on the relevant individual sheets, as appropriate. The plans shall also clearly identify who is the Port Project Manager. The Port Project Manager will be the contact person on the project for the purpose of City communications.

B. INFORMAL PRE-SUBMITTAL CONSULTATION:

As is the case with any applicant, Port staff may choose to consult informally with City staff to discuss ILA standards for a potential project. The procedure that follows is not intended to eliminate such informal consultation.

C. FORMAL SUBMITTALS:

1. For each Port project, consideration shall be given as to whether the development standards from the 2005 ILA apply to the project. According to Section 2.2.1.5of the 2005 ILA, all Port projects within the City shall comply with the pre-approved development standards that

are set forth in Attachment A-4 to Exhibit A in the 2005 ILA. Therefore, the Port Project Manager shall review the standards in Attachment A-4 to the 2005 ILA to see how they apply to the project. In order to aid in identifying whether ILA standards apply to a project, a checklist has been created, which is attached to the end of Attachment A-3 to this Development Review Process procedure. Category 1 of that checklist addresses the 2005 ILA standards. That checklist shall be filled out in its entirety for each Port project by the Port Project Manager and be submitted to the ABD for review with a copy to be placed in the project file.

2. If any item is checked "yes" in Category 1 on the Attachment A checklist, then it is necessary for that project to be discussed at the Port's PDRC meeting as scheduled by the ABD. Such meetings shall be held on a regularly scheduled basis. The ABD will prepare an agenda for each PDRC meeting that lists the projects to be discussed at that meeting. The project name shall include an asterisk by it, if any item is checked "yes" in Category I on the Attachment A checklist. At the bottom of the agenda, a note shall be included which states: "projects with an asterisk may involve City review under the 2005 ILA." The Port shall provide copies of the agenda, and project drawings, for each PDRC meeting to the City Planning Director or designee, at least 48 hours in advance of the meeting, at the same time as the agenda is distributed to Port staff. The City is invited to attend a PDRC meeting. The purpose of the invitation to the City is to create a forum where the City and Port can discuss and resolve questions regarding application of ILA standards. Also, at the PDRC meeting, the City may determine that a project with an asterisk does not actually require City review for verification of 2005 ILA standards. However, unless the City explicitly determines at a PDRC meeting that City review is unnecessary, any projects with a "yes" from Category 1 on the Attachment A checklist will require City review.

To facilitate review at the PDRC meeting, at a minimum a brief project description and conceptual site plan shall be prepared for each project that has items checked "yes" in Category 1 on the Attachment A checklist (Note: depending on the size, complexity and location of the project additional drawings may be necessary). For each such project, the project description and conceptual site plan (at a minimum) shall be brought to the PDRC meeting, and a copy of both included with the PDRC agenda provided to the City. Providing additional project information, in advance of or at the PDRC meeting, will facilitate more complete review comments.

3. If no City permit is required but ILA standards apply, the Port shall provide a "For your information" set of the project plans to the City Planning Director or designee for verification that the project meets ILA development standards. Such plans shall be provided to the City as part of the Port's 90% review process. For speed and efficiency, more than one set of plans should be submitted if additional City departments must review them (one set for each department). The City Planning Director or designee shall coordinate City review of the plans through the City's own internal process, providing to the Port Project Manager a written sheet of comments on ILA standards verification. (The City shall prepare its own comment form for this purpose.) If the City believes there is potentially a dispute regarding compliance with ILA standards, then the City shall identify that on its comment sheet. The City shall provide its comment sheet to the Port within 40 days of the City's receipt of the project plans.

The Port shall review the City's comments, and if an issue cannot be resolved through discussion between the Port and the City staff directly involved, then Joint Consultation shall apply, followed by Dispute Resolution (see separate written Interpretation of ILA defining steps in Joint Consultation process). If Joint Consultation and/or Dispute Resolution is invoked, the Port may not proceed to construct the portion of the project directly implicated by the disputed issue, until the Joint Consultation process (and the Dispute Resolution process, if it is invoked) have come to conclusion.

In the normal course of construction, the City may wish to visit the construction site to observe how the ILA standards are being implemented. Such a visit will be arranged in advance through a City telephone call to the Port Project Manager.

4. If a City permit is required pursuant to Section 11 below, the Port or tenant shall proceed with the standard permit process, as described below. The focus of City review is on both ILA development standards and other applicable City construction codes and ordinances.

D. DOCUMENTATION OF INTERPRETATIONS OF ILA STANDARDS:

In the course of project review, the City and Port are likely to develop interpretations of the ILA standards, including possible waivers of those standards where appropriate. For consistency and predictability, when such interpretations may have general application, they should be documented in writing and included as a formal part of the Owner's Manual. The written interpretation must be signed by the Director of the Aviation Division for the Port and by the City Manager for the City, in order for it to be effective.

SECTION II: PROCEDURES FOR CITY PERMITS

E. WHEN PERMITS ARE REQUIRED:

1. Year 2005 ILA.

The 2005 Interlocal Agreement between the Port and the City governs whether City permits are required for projects on Port property. In summary form, that agreement provides for the following:

a. For projects on Port property that are uses for which the Port is identified in Exhibit A Attachment A-2 as responsible for permit administration, the Port will administer the adopted Codes for building, mechanical, plumbing, and fire, and the State Department of Labor and Industries is responsible for administering the electrical code. For all uses subject to Port permit administration, no City-administered permits are required under the building, mechanical, plumbing, fire or electrical codes. However, City public works permits may be required under other City ordinances, such as haul permits or right-of-way permits. (See Category 2 on the Attachment checklist.)

b. For Port projects on Port property for which the City will permit the City is responsible for administering the adopted Codes for building, mechanical, plumbing, and electrical. City permits shall be required for those non-airport uses (as defined above), according to the provisions in these Codes and other applicable City ordinances. In terms of the Uniform Fire Code, the Port Fire Department is responsible for permit review and issuance.

c. For Non- Port projects on Port property, the City is responsible for administering the adopted Codes for building, mechanical, plumbing, and electrical. City permits shall be required for those non-airport uses according to the provisions in these Codes and other applicable City ordinances. In terms of the Uniform Fire Code, the Port Fire Department is responsible for permit review and issuance. However, the 2004 Letter of Agreement and the 2005 ILA requires that such non- Port projects on Port land require City coordination and joint review with the Port.

2. Grading Permits.

By way of background, if a project involves grading only (no building), the City will review the project and plans, and will issue a grading and drainage permit, 500 cubic yards or less shall not require a City grading permit.]. However, if a project involves building construction as well as grading, then the City will review the grading as part of the building permit. For this latter type of project, the City will issue a building permit that includes grading approval, but no separate grading and drainage permit is issued for the project. To simplify the discussion, this Development Review Process labels both of these types of grading approvals as a "grading permit."

To clarify the City's permit authority for projects involving grading, the City and Port agree to the following:

a. Grading on the Airfield: No grading permit from the City is required for grading on the airfield. The airfield is defined as the Air Operations Area (AOA) as currently delineated, and with any changes approved by the FAA. Any building constructed on the Airfield will be an "airport use" by definition, so the City would not have permit authority for the building, and thus would have no permit authority for grading associated with the building.

b. Grading Off the Airfield: Grading only, No building.

1. If grading is located in an area that is temporarily off the airfield because the line delineating the airfield has changed during the construction of a particular project to allow freer access for construction workers that grading would not require a City grading permit (unless the grading is for a building that requires a building permit under the year 2005 ILA).

2. If grading is outside the present airfield, but in areas that are planned to become part of the airfield, such as the Third Runway, then the project is for an "airport use" and the grading does not require a grading permit. This would include such uses as construction staging areas, laydown areas, stockpiling of dirt, and construction worker parking

3. If the grading is in an area that is not planned to be included in the airfield, but is being graded in preparation for a planned airport use as listed in Attachment A-2, the grading will not require a City grading permit.

4. If the grading is in an area not planned to be included in the airfield and is not associated with a planned airport use, (such as noise buyout areas), the grading will require a City grading permit.

c. Grading Off the Airfield associated with a Building. If no City permits are required for the building pursuant to the Year 2005 ILA, then no City grading permit is required. However, if City permits are required for the building pursuant to the year 2005 ILA, then grading for the building will be reviewed by the City as part of its building permit process. Plans submitted for the building permit will show the grading necessary for the building and site improvements.

d. Grading in Locations with Known Contaminated Soils. The City normally requires a site with contaminated soils to be cleaned up or managed in accordance with accepted standards, and documentation of compliance with standards in provided to the City for its files prior to issuance of a building permit. The Port has protocols for addressing contaminated soils that are consistent with established Mode Toxics Control Act (MTCA) regulations (173-340 WAC). which will be followed. The implementation results and conclusions generated there from, are

routinely reported to the Department of Ecology. MTCA regulations do not require that Ecology provide a timely response to such reports.

Whether or not a City grading permit is required, the 2005 ILA specifies standards for drainage, critical areas, **BMPs** for erosion and sedimentation control, and hauling, and the City may still review a courtesy set of plans for compliance with ILA standards. In addition, with or without a grading permit, review of those items is based on the 2005 ILA standards, rather than City codes. However, with respect to grading-related items not covered by the ILA standards, such as slopes of cut and fill areas, the City's review is based on City codes.

In those circumstances where no City permits are required for a project, the Port will maintain the site management records rather than transmitting them to the City. However, where a City permit is required for the project, the Port shall provide the City copies of those documents prepared in the normal course of business with Ecology or others. For example, final site investigation reports and remediation reports would be made available to the City in the context of obtaining a necessary building or grading permit, or at other appropriate times as they are published. There will be times when the Port cannot complete the cleanup or site management prior to issuance of a building permit because the work is actually done as part of the building construction process. As long as the Port permit and occupancy permit in advance of and independent of completion of site management activities and site cleanup, and the Port will provide copies of final cleanup reports to the City.

Where a City permit is required for a project, the Port will notify the City of anticipated grading in known contaminated areas via the Building Permit submittal documents. The Port will notify the City of planned haul of contaminated soil from the Airport to appropriate treatment and disposal facilities. Haul notification will include a copy of the **treatment/disposal** facility acceptance profile or similar description of the subject material. The Port will make every effort to provide advance notice (24 hours) of scheduled haul of know contaminated materials, but the City recognizes that notice of unscheduled haul may not be provided prior to the actual haul.

F. PROCESS FOR WHEN CITY PERMITS ARE REQUIRED:

The City requires a meeting with its Development Review Committee ("DRC") for most development projects, prior to submittal of actual permit applications. The purpose of the DRC meeting is to discuss with Representatives of several City departments the nature of the proposed development, application and permit requirements, fees review process and schedule, and applicable plans, policies and regulations. Such meetings are particularly valuable to applicants early in the project design process, so that issues and concerns can be flagged prior to detailed design.

1. DRC Meeting.

The following procedure shall be followed if a DRC meeting is required:

Typically, a conceptual site plan is required in order to initiate DRC, as that level of information is necessary to facilitate meaningful comments from the City departments. However, on some occasions, it may be helpful to receive input at an earlier phase in that project, and DRC can still be initiated by the Port on that basis.

When the required level of information is assembled (or nearly so), the Port Project Manager shall request to be scheduled on the agenda for the DRC meeting on the second Tuesday of every month. (There can be a two to three week lead-time necessary to get on the agenda). This request should be made by a telephone call from the Port Project Manager on the project to the City's Permit Specialist. For identification purposes, the name and telephone number of the Port Project Manager, and a very brief project description, will need to be provided to the Permit Coordination Specialist.

Different attendees may be required at the meeting as compared to the existing DRC process, so that there can be a discussion of ILA development standards. The Port Project Manager shall arrange for a representative of other Port departments as appropriate, to attend the DRC meeting with the City.

At the DRC meeting, City staff will review the conceptual site plan or other information and identify on a preliminary basis any concerns regarding compliance with ILA development standards (including those Port development standards referenced in the ILA).

Written City comments shall be provided to the Port Project Manager at the DRC meeting, or shortly thereafter.

At the DRC meeting, the City shall provide an estimated length of time for permit processing, based on the existing number and type of permits in the queue.

2. Steps in Permit Process for a Port Project on Port property.

A permit submittal must include all of the information in Attachments B and C. The permit process consists of the following steps:

a. Port Project Manager submits construction permit plans to City Assistant Building Official or designee, with permit application and written statement from Port Project Manager that the Port has authorized the permit application submittal. Three sets of plans should be submitted, although if plumbing, electrical, or mechanical permits are involved, two extra sets of plans should be submitted for each of these disciplines.

b. City's Assistant Building Official or designee briefly reviews plans to see if project is recognizable from prior DRC meeting and includes information requested at DRC meeting. If not, The City discusses this with the Port Project Manager.

c. Port Project Manager arranges for payment of City's standard permit fee per City's Fee Ordinance. The Port Project Manager shall submit the Plans; permit application,

written authorization statement, and fee to City's Permit Coordination Specialist, who will then assign a permit number to the project.

d. City's Permit Coordination Specialist routes plans for review, monitors status of review and assembles comments. Once all comments are assembled, they are forwarded to the Port Project Manager.

e. In responding to City review comments, all revisions or additions to the plans shall be clouded on the revised plan sets so that they are easily identifiable. The City's Assistant Building Official or designee shall determine the necessary City review of the revisions and responses to City review comments.

f. General Comments on Permit Process.

i. If in the course of its permit review, the City identifies an issue regarding compliance with construction codes or ordinances, the City shall follow its customary process in bringing this issue to the attention of the Port Project Manager and in processing the permits. At present, the City's customary process is to assemble all reviewers' comments, and only when all comments are assembled is the applicant notified of those comments. The Port and the City may choose to modify this standard process, so that comments by each reviewer are provided to the Port contact person when made by the reviewer, rather than all comments being held until the end. In any case, once comments are resolved, the permit is ready to be issued.

ii. If, in the course of its review, the City identifies a lack of compliance with ILA development standards (including Port development standards), then this shall be flagged by the City and promptly communicated to the Port Project Manager in writing. However, the City's review of the permit shall not be held up because of this; the normal permit process shall continue, including issuance of the permit, unless the development standards issue in dispute affects compliance with construction codes or ordinances enforced by the City. The City's Building Official and the Port's Capital Improvement Program Director shall acknowledge that an ILA development standards dispute exists, prior to issuance of the permit. If the dispute cannot be resolved, Joint Consultation can be invoked. Also, if the permit is issued, the Port may not proceed to construct the portion of the project directly implicated by the disputed issue until the Joint Consultation process has come to conclusion.

iii. The City shall not issue building permits on Port property without prior written approval by a designated Port employee.

iv. The City's adopted fee ordinances and regulations shall apply to Port projects, except that with respect to Material Haul Enforcement and fees, the **1997** ILA shall govern.

g. Inspection and Issuance or Final Permit or Sign-Off

i. If a City permit is required for the Project, the City shall conduct its normal inspection process, except that in lieu of the City Fire Department, the Port Fire department shall be responsible for the final sign-off for Fire Code compliance.

ii. The City will provide mandatory building inspections as well as inspections on an on-call basis related to the enforcement of the State Building Code. Inspections will be provided within twenty four (24) hours of notification (excluding weekends and holidays). The Port may request weekend or holiday inspections on an overtime payment basis, but the City shall not be obligated to provide an inspector on such a basis.

iii. An accurate permit file shall be compiled and maintained by the City and made available to the Port upon request.

iv. The City will not approve changes to the plans and specifications related to the enforcement of the Building, Electrical, Mechanical, Plumbing, or Grading Codes without a written request by the permit applicant and written approval of the request by the Port. The City will make a good faith effort to approve changes/revisions within no more than two weeks from the receipt of the changes/revisions.

v. The signed final permit or Certificate of Occupancy shall be provided to the Port by the City.

h. Appeals

Port and City staff should discuss Code issues directly with each other to resolve issues. Any unresolved interpretation of building, grading, mechanical, plumbing or electrical permit issues should be submitted to the City's Building Official and to the Port's Capital Improvement Program Director or the Director's designee, for review.

If a Building, Grading, Mechanical, Plumbing, or Electrical Code interpretation is still not resolved after the review by the Building Official and Capital Improvement Program Director, the City's Board of Appeals will make the final interpretation. The City will make a good faith effort to convene the Board within two weeks of notification of appeal. If there are unresolved interpretation issues with respect to the Electrical Code, Code the City and the Port will accept the written interpretations of the National Fire Protection Association (in the case of the text of the National Electrical Code) or the written interpretations of the Washington State Department of Labor and Industries (in the case of State amendments to the National Electrical Code).

3. Steps in Permit Process for a Non- Port Project on Port property.

In the 2004 Letter of Agreement, the Port and City agreed to joint review of all non-Port projects on Port property. Such projects would be City permitted.

a. The City would not proceed with the permitting process for any proposed project on Port land until they received confirmation from the Port that the applicant had

applied to the Port for permission to use Port land for the proposed project and the Port approved the use. The written confirmation must be signed by the Airport Director.

b. The applicant would then submit application and all plans to the City for plan review.

c. The City will provide at least 6 copies of all applications, site plans, building plans and any other document associated with the project to the Airport Building Office (ABD)

d. The ABD will circulate applications and plans to appropriate department and provide comments back to the City within 10 business days of receipt.

e. The Port and City will meet to discuss comments on the application and plans.

f. The City shall incorporate the Port comments on the construction plans as requirements of the building permit.

g. If the City and Port do not agree that the Port comments concerning a project permit condition, the City will not approve the building permit until the dispute is resolved.

h. If there is a dispute regarding the interpretation of the building or fire code, they shall resolve the issue in the manner provided in the latest version of the state building or fire code.

Attachments:

- A. Port Checklist of Identified Projects Required PDRC Meeting and City Review
- B. City of SeaTac Commercial/Industrial New Construction Checklist (list documentation that must be submitted with permit application)
- C. City of SeaTac Tenant Improvement Checklist (lists documentation that must be submitted with permit application)

Preliminary Design Review Conference Checklist

Project Name: _____
Port Project Manager: _____ Phone No.: _____
Project Location: _____
Project Description: _____
Estimated Valuation: \$0.00
Estimated Construction Start Date: _____ Finish Date: _____

PORT PROJECTMANAGER: Please review and fill in the boxes under headings Category 1-3.

CATEGORY 1: ARE CITY PERMITS REQUIRED?

Please indicate if the project involves any of the following items listed below:

✓YES

✓NO

Is the project located on property owned by the Port?

Is the project for an airport use? Airport uses are listed on Attachment A-2 to Exhibit A in 1997 ILA.

If you check "No" to either or both of these questions, DO NOT proceed further. Go to the City of SeaTac and apply for a permit with them.

CATEGORY 2: IS A PORT PDRC MEETING AND CITY REVIEW REQUIRED?

Please indicate if the project involves any of the following items listed below:

✓YES

✓NO

Will the project front a City public right-of-way?

Is the project in one of the City's Business Park zone? (Refer to Attachment A-6 to Exhibit A in 1997 ILA.)

Will the proposed work encroach on a City of SeaTac right-of-way?

Is any landscaping being removed, added or modified?

Will a new building or structure be created?

Is the footprint of an existing building being modified?

Will the project create new parking spaces or eliminate

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- existing parking spaces?
- Will the project create the need for additional parking that will not be provided at one of the Port's remote parking lots?

Category 2 Continued

- Is a storm water system being created or modified, or new impervious surfaces being created, such that the SWM threshold defined in Section 5.3 of the 1997 ILA will be exceeded?
- Will the project impact any Critical Areas, e.g., wetlands, steep slopes or creeks?
- Are new sources of exterior illumination proposed?
- Are there new or altered exterior signage proposed?
- Will more than 50 cubic yards of soil material be moved?

If the answer is "yes" to any of the above items, then the project needs to be scheduled for review at the Port's PDRC meeting and City review of the project plans is required. Please submit 3 copies of drawings/information to the Airport Building Department by 12 Noon on the Friday of the week preceding the PDRC meeting. PDRC meetings are always held on Thursdays beginning at 10 a.m.

CATEGORY 3: ARE SPECIAL CITY PERMITS REQUIRED?

Please indicate if the project involves any of the following items listed below:

- | | | |
|--------------------------|--------------------------|---|
| ✓YES | ✓NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Will the proposed work encroach on a City of SeaTac right-of-way? (Obtain right-of-way Use Permit, and possibly others, from the City.) |
| <input type="checkbox"/> | <input type="checkbox"/> | On average, will there be six or more loaded vehicles per hour during any eight-hour period in one day, for two or more consecutive days? (Obtain Haul Permit from the City.) |

If any of the questions in Category 3 are marked "yes," you will also need to obtain the special permit from the City of SeaTac.

Completed by

Date

ATTACHMENT A-4

DEVELOPMENT STANDARDS FOR PORT PROJECTS AFFECTING THE CITY OF SEATAC

I. PURPOSE AND SCOPE

The purpose of these development standards is to serve as uniform regulations applicable for Port staff, engineers, and design professionals performing design and construction work for the Port of Seattle and its tenants for all Airport projects on Airport property other than the terminal, satellites, sky bridges, concourses, parking garage, and FAA owned and operated structures within the city limits of City of SeaTac, adjacent to private property or City owned property,. These regulations apply, within the legal boundaries of the airport within the City of SeaTac, to the construction, alteration, repair, relocation or demolition of any structure or facility; and landscaping of the subject site.

II. STANDARDS

A. SETBACKS

A minimum building setback of 25 feet is required from all lease boundaries that abut a public street, service road, adjacent lease area, or property not owned by the Port. Setbacks for buildings adjacent to runways, aprons, or taxiways are determined by FAA requirements. (See Landscape Standards for landscaping required in setback areas.) For lease boundaries abutting International Boulevard, within the City Center and Urban Center, the following maximum building setbacks are required for at least 50% of their facades:

- Within the City of SeaTac City Center Area – 20 feet maximum setback.
- Within the City of SeaTac Urban Center Area – 10 feet maximum setback.

See Attachment A-8 for the City Center and Urban Center boundaries.

Wetlands setbacks must conform to those required by local, state and federal regulations. No disturbance or impact to wetlands, streams or their designated buffers is allowed unless allowed by permit. Disturbance of critical and sensitive areas and their buffers may only occur in accordance with local, state, and federal regulations.

B. SETBACK PROJECTIONS

Chimneys, roof cornices, and other minor nonstructural features may protrude into the setback when they do not conflict with the intent of this section. Awnings and sunshades may project 4 feet into any front, rear, or side yard; but must be at least 16 feet above the highest finished grade below them where there will be vehicle traffic beneath them, and 8 feet above in other areas. A pedestrian marquee or arcade may project further into setbacks, but cannot be closer than 3 feet to a vehicle traffic lane.

C. LANDSCAPING

See STIA Landscape Design Standards, dated_____

D. LOT COVERAGE

Impermeable surface coverage of any site shall be limited to that area which is remaining after appropriate deduction of all ordinary setbacks and wetland setbacks. On properties within the City's current (1997) Business Park zone, the City's requirement for 25% pervious surface shall apply.

E. HEIGHT RESTRICTIONS

In general, overall building height, including any signs and other appurtenances, is limited to 50 feet at the front and rear setback lines. Height may be increased two feet for every additional foot of setback greater than the minimum. Where these limits conflict with FAA requirements, the FAA requirements shall govern.

F. SIGNAGE

The following standards shall apply to all signs visible from off-airport property:

- Flashing signs, rotating signs, billboards, roof signs, temporary signs, including but not limited to banners, reader boards, A-frames, signs placed on fences, and signs painted on exterior surfaces of vehicles used as signs are not permitted unless required for airport security and approved by the Port. For the purposes of this Agreement, a billboard shall be defined as being a large (greater than 85 square feet) outdoor advertising sign, containing a message (commercial or otherwise) unrelated to the use on the property on which the sign is located, and which is customarily leased for commercial purposes.
- Where a tenant leases ground area any sign on the face of a building must be stationary. The total area of the all signage may not exceed ten percent (10%) of the face of the wall on which it is mounted. Illuminated signs must be non-flashing.
- Freestanding signs within ground lease areas must be stationary, non-flashing, and may not exceed 50 square feet in area and 15 feet in height, including the structure and component parts as measured from the grade immediately below the sign. A drawing showing the sign layout and location shall be submitted for the Port's approval prior to the installation of any sign.
- Business Identification Signs
All freestanding business identification signs shall be located at least fifteen (15) feet from the curb line adjacent to Port-owned and maintained streets. In order to preserve lines of sight, signs located within ten (10) feet from any street curb line shall not exceed three (3) feet in height.

One (1) freestanding business identification sign will be allowed per street frontage for each development. Freestanding signs may use internal illumination or backlighting. Low-intensity spotlights are permitted if they do not create glare and the fixture itself is screened from view.

One (1) business identification wall sign may be placed on an exterior building or structure wall in each development. Tenant signs shall be placed in a "sign band" of equal height above finish grade. Only the name or business title will be allowed. Sign size is limited by the vertical wall surface upon which the sign occurs and not the entire building elevation plane.

Wall signs may also use internal or backlit illumination. Bare neon signs and spotlighted wall signs are not permitted. No other wall signs used for advertising shall be permitted. Painted super graphic signage used in an effort to advertise and unify a development or number of different structures shall not be permitted.

G. ILLUMINATION

The design and location of exterior lighting shall be subject to the approval of the Port and shall comply with the requirements of the FAA, the Port's electrical standards and the Illuminating Engineering Society (IES), respecting height, type, and placement of lighting standards. Exterior lighting is intended to highlight aircraft operating areas on the ramps, landscaped areas, walkways, identification signs, significant architectural features, buildings, and parking for operations safety, decorative or security purposes. Lighting should complement and not dominate the designed character of the site.

Demonstrable glare reduction strategies and inherently low glare fixtures should be utilized for all lighting systems at Sea-Tac to enhance visual comfort and acuity. Indoor and outdoor lighting fixtures and standards adjacent to or near Airport and City streets, roadways or private property shall be low glare fixtures or shielded to block glare visible from the street or adjoining property. All fixtures used for outdoor lighting shall have total cutoff at a plane parallel to the ground at the mounting height. Neither the lamp nor the reflector shall be visible above that plane. If this cannot be achieved with the necessary lamp fixture, adequate shielding shall be provided.

Any operations producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be perceptible at the lease boundary line of the construction site.

H. PARKING

Parking frontage areas shall be limited to tenant customer and visitor parking, shall be designated as such, and shall not intrude on the required landscaping buffers. All other employee or tenant parking shall be located away from frontage areas.

Paved off-street parking areas sufficient for all of the vehicles customarily used by the tenant, its employees, sub-tenants and customers shall be provided for each building site. Parking on the streets and the public Airport areas shall be permitted only in areas and at times specifically designated and posted by the Port.

All manholes, flush hydrants and the like shall be accessible for repairs at all times. No parking over manholes shall be allowed.

Minimum parking requirements are one parking space for every 1,000 square feet of building area or one space for every three (3) employees on any one working shift, whichever is greater.

ALL PARKING shall be screened from adjacent properties and the street. Adequate screening will be provided by either landscaping materials or landscaped berms.

DESIGN STANDARDS

Building Design and Construction Materials

All structures constructed on airport property, other than the terminal, satellites, sky bridges, concourses, parking garage, and FAA owned and operated structures, (such as aviation and non-aviation commercial structures, aviation maintenance and support buildings, cargo buildings, infrastructure, transportation, and security structures, and luosks or temporary structures) shall be designed to comply with the following standards:

- The visual scale and mass of large structures shall be reduced through use of window placement and size, reveals, color, details, facias, canopies, overhangs and landscaping. Large, uninterrupted wall surfaces without scale-reducing architectural additions will not be permitted. Such features must be in proportion to wall heights and building mass.
- A contemporary, clean visual appearance is preferred. Design or motifs used to recall specific architectural styles will not be allowed if blatantly applied.
- Use of two or more exterior colors is preferred to enhance building features and create design accents. Port "standard white," off white, light gray, or pastels must be used for primary building color. Trim colors must complement primary building color. Bright or fluorescent colors may not be used for other than accent. Super graphics or large designs shall not be permitted for any reason.
- Materials used for structures may include exposed natural or decorative stone, painted concrete, stucco, glass, brick, prefinished, preformed metal, or insulation finish systems. Exterior colors and materials must be approved by the Port and material samples may be required.

- Window and wall penetrations, including hinged doors, overhead doors, and louvered mechanical vents, will be designed to compliment the overall design of the structure and will not be allowed to be placed haphazardly.
- All building elevations exposed to public view (pedestrian or street traffic) shall incorporate parapets, facias or other architectural details as unifying elements between varying roof lines, heights, or pitches. Mansard –type overhangs are not permitted as a unifying element.
- Structures bordering the AOA shall not use aggregate ballast roofing systems. Roofs shall be sloped to drain but pitch may not exceed 3:12. Roof drainage, which may be internal or on overhangs, must be adequate and connected to the storm drainage system. Exposed structural elements must be part of the basis design, with consideration given to roof treatment and appurtenances.
- Signs, letters, designs, or other graphics shall not be placed or painted on roofs if visible from off-airport property. Roof mounted mechanical or operational equipment will either be expressed as part of the basic design or housed in enclosures or penthouses which will not detract from the building's basic design.
- The design of metal clad buildings shall be preapproved by the Port. Metal panels that are crimped, corrugated, or ribbed must be preapproved. No unpainted, corrugated finishes shall be permitted.
- Only IBC complying prefabricated trailers may be used for temporary uses, such as office, maintenance, or parts storage. Longer term use of such structures may be approved by the Port if they are wood sided, skirted and have a sloped composition roof.
- Security and safety are a priority for the Port and the existing design standards for lighting, landscaping, and fencing are a result of that priority. Law enforcement has developed Crime Prevention Through Environmental Design ("CPTED") to improve safety and promote citizen "ownership" in the community. CPTED standards and guidelines will be considered design of all new development to enhance existing high standards for safety. Lighting, landscaping, building facade design, and service doors will incorporate methods of increasing natural surveillance and transparency

Building Orientation and Placement

Placement of structures or improvements on Port property shall be designed to maximize the potential of the site. Consideration should be given to building placement, landscape design, vehicular access, vehicular and pedestrian circulation, and adjacent development. Security requirements must be integrated into the project design. Appropriate and

responsive architectural design is strongly encouraged. Industrial-type site and building development using minimum standards will be strongly discouraged. Building locations should optimize **airside** and non-airside exposure and avoid a crowded appearance.

Whenever possible, a building or structure's main public entrance shall face the public street frontage or thoroughfare providing vehicular and pedestrian access to the site. On corner lots, building or structure sides adjacent to a public way or street shall be considered frontage.

Also, the major axis of buildings shall be parallel or normal to the nearest property line, when possible.

Buildings shall be designated and placed upon each building site so that vehicles of the maximum permitted length may be easily maneuvered and loaded or unloaded off the street. On-street vehicle maneuvering or loading shall not be permitted.

Every effort shall be made to preserve preexisting naturally occurring features on the site such as large-scale trees and planting, boulders, etc., deemed aesthetically pleasing and which will not adversely constrain tenant development.

The tenant shall be solely responsible for the relocation of existing utilities and for any and all building modifications required for the completion of the tenant's proposed work. Abandoned utilities must be terminated and capped at the tenant's lease line.

Where possible new buildings or additions to existing building on the Airport should be placed so as to act as a buffer between taxiing aircraft and adjacent noise-sensitive uses. The orientation should be consistent with the operational function or purpose of the on-airport activity involved.

Wireless Communications

All non-FAA and non-public safety wireless communication towers and antennas attached to structures installed in the Aviation Operations area (AVO), after this Agreement has been executed, which are visible from International Boulevard, S. 154th Street, S. 188th Street, 509, S. 200th Street, Des Moines Memorial Drive, or 24th Avenue South will comply with all applicable Federal Communications Commission guidelines and National Electrical Code requirements and shall be "concealed," in accordance with the City of SeaTac standards.

All Non-FAA and Non-public safety wireless communication towers and antennas attached to structures installed in the Aviation Commercial areas (AVC), after this Agreement has been executed, shall be concealed in accordance with the City of SeaTac standards. All installations visible from off-airport properties shall also be reviewed by the Manager of Airport Architecture for aesthetic purposes.

Loading and Service Yards

Loading freight docks and truck docking requirements such as maneuvering areas shall be confined wholly within the tenant's leased property and screened from public view by means of landscaping, berming, or the structure itself. Loading areas and service yards shall not be permitted in the required front and side yards abutting public streets except for sites adjacent to the airfield, in which case screening still applies.

Trash or dumpsters shall be provided with enclosures. Enclosures and other standalone fixed equipment shall be obscured from public entrances, pedestrian traffic, and frontage views and shall be positioned away from these areas, providing 360-degree view obstruction. If applicable, the building itself can provide obscurance. Dumpsters, if placed outside, shall have lids closed when not in use.

Outdoor storage areas, processing areas, and service yards may be permitted as long as they control any potential FOD issues and adhere to landscaping, parking, and loading area requirements.

Pavement

All paved walks and curbs shall be standard poured concrete with troweled finish. Paved walks connecting tenant/developer building pedestrian entrances/exits with either existing or other public pedestrian walkways shall be either exposed aggregate or standard troweled finish concrete.

Colored pavers, other than natural concrete, shall be limited to those areas unconnected and separate from entrance walks and existing or new public pedestrian walks and curbs.

Courtyards, rest stops, or other paved landscaping amenities may be paved with materials of the tenant/developer's choosing provided the material is not loose or incompatible with airport operations (debris creating).

XII. CRITICAL AREAS

The City's critical area regulations and standards, as they exist on the date of this Agreement, presumptively shall apply to Port projects. However, the City's critical area provisions shall not apply to the third runway or other portions of the Port Master Plan Projects as follows: (a) wetland mitigation being done in Auburn, Washington (¶ 15.1, Exhibit C); (b) Miller Creek stream location as shown in the Port's Section 404 Corps Permit Application (¶ 15.2, Exhibit C); and (c) for the Port Master Plan projects not eligible for joint consultation as shown in Attachment A-1, the Port shall implement the mitigation measures set forth in the Master Plan Final EIS and Final Supplemental EIS (as set forth in Attachment A-6), and the City's critical area regulations (including flood plains, seismic hazards, erosion and vegetation) shall not apply so long as those mitigation measures are implemented. The City's standards and regulations shall be flexibly applied or modified on a case-by-case basis to recognize federal regulations, circulars or similar provisions affecting airports or the special circumstances presented by

the operation of an airport. If the Port and City disagree on the critical area standards, then Dispute Resolution under Section 11.1 of the ILA shall apply.

XIII. TRANSPORTATION

Non-Airport projects shall pay impact fees as normally paid by projects within the City. Airport projects shall be controlled by the Joint Transportation Study.

XIV. NOISE

Noise measures shall be those adopted as part of the "Part 150 Plan" referred to in ¶ 1.4 of the Land Use Agreement.

NOTE: The development standards set forth above shall be modified to the extent required to avoid conflict with federal or state regulations applicable to or permits issued for **SeaTac** International Airport (e.g., NPDES; air quality regulations; state HPA).

ATTACHMENT A-5

CRITICAL AREA MITIGATION APPROVED AS PART OF PORT MASTER PLAN PROJECTS THAT ARE NOT ELIGIBLE FOR JOINT CONSULTATION

The Port shall undertake the mitigation measures for those Port projects that are not eligible for joint consultation (on Attachment A-1) as described in the following:

Airport Master Plan Final EIS:

Chapter IV, Section 10, Water Quality & Hydrology
Chapter IV, Section 12, Floodplains
Chapter IV, Section 16, Plants & Animals (Biotic Communities)
Chapter IV, Section 17, Threatened & Endangered Species
Chapter IV, Section 19, Earth

Appendix F, Stream Report for Miller Creek

Appendix G, HSP-F Hydrological Modeling Analysis

Appendix P, Natural Resource Mitigation Plan

Appendix Q, Water Studies

Airport Master Plan Final Supplemental EIS:

Section 5-5, Biotic Communities, Wetlands, and Floodplains
Section 5-7, Other Impacts

Appendix F:

9. Biotic Communities/Wetlands/Floodplains
10. All other issues

ATTACHMENT A-6
MAP OF CITY BUSINESS PARK ZONES

10/19/05 Exhibit A to Resolution No. 3552

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**Attachment A-7 -
Map of City of SeaTac's City Center and Urban Center boundaries**

EXHIBIT B

SWM AGREEMENT

INTRODUCTION

Both the City and Port own and operate surface water management programs and facilities. This agreement implements the parties' desire to coordinate development of their facilities and develop mutually compatible Surface Water Management (SWM) programs.

The parties acknowledge that the purpose of City SWM rates and charges is to provide a method for payment of all or any part of the cost and expense of surface and storm water management services, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds or other debt issued for such services. These rates and charges are necessary to promote the public health, safety and welfare by minimizing uncontrolled surface and storm water, erosion and water pollution; to preserve and utilize the many values of the City's natural drainage system, including water quality, open space, fish and wildlife habitat, recreation, education, urban separation and drainage facilities; and to provide for the comprehensive management and administration of surface and storm water.

The parties agree that the update of the SWM fees described in Item 1 below is not intended to provide the basis for modifying or changing the policy underlying the City's SWM program. The parties agree that any adjustments to fees or charges paid by the Port will occur if:

- (1) any of the conditions contained in KCC 9.08.080 are present;
- (2) any of the conditions contained in RCW 35.67.020 are present; or
- (3) the City may grant a credit pursuant to RCW 90.03.510 if the Port has storm water facilities that mitigate or lessen the impact of stormwater.

1. SWM FEES

The City and the Port agree to the terms cited in the 2000 Interlocal Agreement (ILA) Amendment attached. These terms shall continue through the construction of all stormwater facilities required in the Port's 404 permit and 401 water quality certification hereafter referred to as the Port's Comprehensive Stormwater Management Program (CSMP). After completion of the CSMP, the City and Port agree to review the existing fee structure and adjust fees appropriately.

SWM fees collected from the Airport are currently pledged to the City's existing bond debt service through 2013. Any future adjustments of SWM fees shall not affect the portion of the

Port's SWM fee, which the City applies to the existing bond debt service, as shown in Attachment X (attach the bond service spreadsheet provided by the city).

2. WATER QUALITY REVIEW

The Port and the City shall provide each other with data on sediment and water quality and Best Management Practices (BMPs) implemented to address pollutants on Port property, in the City and in regional surface water management facilities. The Port and the City shall:

(a) share data and reports which include annual reports, Stormwater Pollution Prevention Plans, and monitoring data from storm drains;

(b) consult with each other about data and potential water quality impacts to receiving waters and/or stormwater discharging onto each other's properties; and

shall adopt BMP's required by each jurisdiction's National Pollutant Discharge Elimination System (NPDES) permit requirements or SWM design standards as described in ¶ 4 in order to address water quality impacts to receiving waters and/or stormwater impacts upon each other's properties. A list of the BMPs and water quality measures now undertaken by the Port and City are included as Attachment B-1 and B-2.

The Port, as required by its NPDES permit for stormwater discharges from the Airport, will complete a Comprehensive Receiving Water and Stormwater Runoff Study in April 2008. The Study will identify sources of pollutants discharging to Miller and Des Moines Creeks. The Port will include in the Study Report an action plan to address pollutants that discharge to Miller and Des Moines Creeks that could result in exceedances of water quality standards.

3. COORDINATED COMPREHENSIVE DRAINAGE PLANS AND BASIN PLANNING

3.1 Comprehensive Drainage Plans. The Port and City acknowledge that each periodically undertakes a review of its respective Comprehensive Drainage Plans, and that they should share information concerning these plans in order to achieve the greatest possible consistency between these plans. The parties shall share GIS based mapping of their respective SWM systems.

3.2 Des Moines Creek Basin. The Port and City shall complete and implement the projects identified in the Des Moines Creek Basin Interlocal Agreement GCA-3921 with the City of Des Moines, King County and the Washington State Department of Transportation (WSDOT) dated June 11, 2004

3.3 Miller Creek Basin. Attachment B-3 contains information provided by the Port regarding design of the Miller Creek Regional Detention Facility. The original design of this facility assumed that 27 acres of impervious surfaces from Port property drained into the Miller Creek Regional Detention Facility, but in fact, discharges into the Port's Industrial Wastewater System (IWS). In order to properly credit the Port for the 27 acres of impervious surface that it treats through the IWS, the Port may now discharge the equivalent of up to 27 acres of

10/19/05 Exhibit A to Resolution No. 3552

impervious surfaces into the Miller Creek Regional Detention Facility without providing any additional on-site detention. The Port shall notify the City as it utilizes this 27-acre credit.

Except for the Port's discharge from the 27 acres, the Port shall provide on-site detention for new surface water discharges consistent with the "SWM threshold" described in paragraph 5.3 before these flows reach the Miller Creek Regional Detention Facility.

The Port and City shall complete and implement the projects identified in the ongoing Miller Creek Basin Interlocal Agreement dated May 28, 2002 with the cities of Burien, Normandy Park and King County. Pending the finalization of the Miller Creek Basin Plan recommendations for capital improvements, regulatory standards and operational changes, both parties reserve the right to review and consider or object to the Basin Plans final recommendations. The City acknowledges that the Port is obligated to ensure that Basin Plan projects do not effect the safe operation of the airport, and do not cause wildlife attraction issues.

4. SWM DESIGN STANDARDS

Both the Port and the City shall adopt and follow, the standards and requirements for surface water management as contained in the King County Surface Water Design Manual and King County Code Chapters 9.04 and 9.08 existing on the date of this Agreement, except (a) specific County permitting procedures (e.g. KCC 9.04.090). These surface water management standards are preempted by the FAA or other federal or state requirements such as specific NPDES permits or 401 certifications identified in Attachment B-5.

If King County amends its surface water requirements and standards after the date of this agreement, then the Port and City shall meet to decide whether to adopt the revised King County Standards. The parties presume that revisions to King County standards should be adopted by the Port and City, unless adoption of those revised standards will create serious practical difficulties or incompatibilities with their existing drainage systems. (e.g. if the revisions would require retrofit or significant revision of the planned surface water systems of either).

5. COORDINATED PROJECT REVIEW & APPROVAL

The Port and City adopt a cooperative process for reviewing the SWM components of projects as set forth in this agreement. Each party shall use the SWM standards set forth in ¶ 4 above.

5.1 Port Projects. The Port shall be responsible for the surface water design and requirements for projects that discharge directly into Port SWM facilities. No permit or approval from the City is required for these discharges subject to the permitting conditions cited in Exhibit A of this ILA. However, SWM Consultation shall be required if any of the flows from Port property will exceed the "SWM Threshold" defined in ¶ 5.3 below. The parties acknowledge the Miller Creek Regional Detention Facility is owned, operated and maintained by the Port for use by it, the City and other agencies. No SWM Consultation shall be required for any surface water

from Port property that discharges into its Industrial Waste System, except if the IWS discharge would result in a significant reduction of stream flows that would have a likely adverse environmental impact on habitat.

5.2 Non Port-Owned Projects. The City shall be responsible for the surface water design and requirements for projects on properties that discharge into non Port-owned facilities. No permits or approvals from the Port are required these discharges. However, SWM consultation shall be required if any of the flows from projects located on non-Port-owned properties will exceed the "SWM Threshold" defined in ¶ 5.3 below. The parties acknowledge the Miller Creek Regional Detention Facility, is owned, operated and maintained by the Port for use by it, the City and other agencies.

5.3 Definitions. "SWM Threshold" means runoff or impacts that exceed any of the following standards: (a) an increase in the runoff between the 100-year, 24-hour pre-development site conditions and the 100-year, 24-hour post-development site conditions, as calculated for each discharge location, of 0.1 cubic feet per second or greater, (b) diversion from one drainage sub-basin to another, (c) any variance from the SWM design manual, or (d) a diversion that would result in a significant reduction or would result in a significant reduction of stream flows that would have a likely impact on habitat. "SWM Consultation" means a meeting between the Port and City officials charged with implementing SWM design and that shall occur within 14 days after either party requests consultation. Each party shall consider in good faith the comments or revisions requested by the other party.

5.4 Dispute Resolution. If any disagreement or dispute arises regarding interpretation or application of the SWM standards, then the dispute shall be resolved through the Dispute Resolution procedures set forth in Section 11.1 of this Interlocal Agreement.

5.5 Notice; Information. The Port shall include drainage design information with each "Port Project Notice" submitted to the City as part of the Port's "Project Notice" under the Land Use Agreement (Exhibit A to this Interlocal Agreement). The City shall deliver to the Port a copy of any SEPA determination on a project that involves discharge of surface water into Miller Creek Regional Detention Facility, the Tyee Pond or the NW Ponds. (even if the SWM threshold is not exceeded). If a party requests an explanation about the design of a particular SWM project, the other party shall provide an explanation, data and documentation regarding the SWM design.

ATTACHMENTS:

- Attachment B-1 – List of City's Existing BMPs and Water Quality Measures
- Attachment B-2 – List of Port's Existing BMPs and Water Quality Measures
- Attachment B-3 – Port's Information on Detention Facilities dated April 10, 1997
- Attachment B-4 – Federal Regulations Affecting SWM Standards

Attachment B-5 – Letter from the Department of Ecology to the Des Moines Creek Basin
Planning Committee dated July 23,2003

ATTACHMENT B-1

LIST OF CITY'S EXISTING BMPS AND WATER QUALITY MEASURES

1. City adoption of King County Surface Water Design Manual with:
 - Drainage review required with specified permits;
 - Core requirements; and
 - Special requirements.
2. Engineering Division of Public Works Department review of drainage, utility and site improvements on public and private development proposals.
3. On-going Public Works projects utilizing surface water management fund.
4. Surface water management operation and maintenance program.

[Copies of the above were provided by the City to the Port.]

ATTACHMENT B-2

LIST OF PORT'S EXISTING BMPS AND WATER QUALITY MEASURES

LIST OF PORT'S EXISTING BMPS AND WATER QUALITY MEASURES

1. Port adoption of relevant surface water design manuals
 - Areas within Port's Individual NPDES Permit Boundary
 - Stormwater Management Manual for Western Washington (Department of Ecology, 2005 or current version)
 - Areas outside of Port's Individual NPDES Permit Boundary
 - King County Surface Water Design Manual (King County, 2005)
2. Stormwater Pollution Prevention Plan (SWPPP) for Airport Industrial Activities
3. Stormwater Facilities Operations and Maintenance (O&M) Plan
4. Non-construction stormwater discharge monitoring including conventional, BOD/COD, glycols, oil and grease, metals, other priority pollutants and acute toxicity.
5. Ambient conditions monitoring for sublethal toxicity.
6. Comprehensive Receiving Water and Stormwater Runoff Study
7. Stormwater Pollution Prevention Plan (SWPPP) for construction projects including erosion/sedimentation control plan (ESC) for all land disturbing activities and site discharge monitoring for land disturbing activities greater than 1 acre.
8. Implementation of Comprehensive Stormwater Management Plan (Parametrix 2000 and 2005 updates) for flow control
9. Procedures manual analysis by a state-certified laboratory.
10. Spill control containment and countermeasures plan (SPCCC).
11. Industrial Wastewater Management System
12. Stormwater Best Management Practices and AKART Compliance (Stormwater Engineering Report, RW Beck 2005 and Facility Assessment Report, Parametrix 2005)

ATTACHMENT B-3

PORT OF SEATTLE DETENTION FACILITIES AND 1997 MEMORANDUM

Facility Name	Purpose	Service Area	Storage Capacity
Miller Creek Detention Facility	Regional Flood and Erosion Control	Airport and Surrounding Communities	68 AF at emergency spillway crest 91 AF at maximum water surface elevation
Tyee Regional Pond	Regional flood control and fuel spill containment	Airport and Surrounding Communities	18.5 AF at overflow elevation of 271.5 ft
North Employee Parking Lot (NEPL) Vault	Limit stormwater runoff to pre-developed conditions for the 2-year, 10-year and 100-year 24 hour design storms	Airport only - NEPL (40.8 acres)	4.0 3 AF at overflow elevation 4.48 AF at maximum water surface elevation
SDS-3A (1998 Taxiway Vault)	Limit stormwater runoff to pre-developed conditions for the 50% of the 2-year and 100% of the 10-year and 100-year 24 hour design storms (Ecology 1992)	Airport only - connecting taxiways for Runway 16R-34L (48.4 acres)	5.4 7 AF at overflow elevation 6.54 AF at maximum water surface elevation
South Employee Remote Parking Lot and Expansion	Limit stormwater runoff	Airport only - parking lots	0.7 AF
Doug Fox Infiltration Facility	Limit stormwater runoff - infiltration	Airport only - DF parking lot and flight kitchens	0.06 plus 300ft X 300 ft infiltration trench
S 160 St. Remote Parking	Limit stormwater runoff	Airport only - S. 160 th St. parking lot	1.3 AF
Starling Road Detention Pond	Limit stormwater runoff	Airport only - Starling	NA

		Road	
Flying Food Detention Vault	Limit stormwater runoff	Airport only – Roof and parking lot	0.05 AF
Lufthansa Detention Pond	Limit stormwater runoff	Airport only – Roof and parking lot	0.06 AF
Des Moines Creek Regional Detention	Regional flood control	Airport, SeaTac Des Moines	AF

ATTACHMENT B-4

FEDERAL REGULATIONS AFFECTING SWM STANDARDS

[Attach materials distributed by
Port on 2/26/97]

ATTACHMENT B-5

**LETTER FROM THE DEPARTMENT OF ECOLOGY TO THE DES MOINES CREEK
BASIN PLANNING COMMITTEE DATED JULY 23,2003**

EXHIBIT C

INTERAGENCY COOPERATION & DEVELOPMENT COMMITMENTS

As part of their 2005 Interlocal Agreement ("ILA"), the Port and City agree to the following interagency cooperation & development commitments.

1. GENERAL

1.1 **Shared Goal.** The Port and City agree that a vibrant, safe, attractive, and economically healthy City surrounding Seattle-Tacoma International Airport ("Airport") are shared goals and responsibilities.

1.2 **Cooperative Relationship.** The Port and City place a high priority on a cooperative relationship in recognition of their respective municipal powers. The parties wish to take advantage of the benefits provided by the Airport, while reducing the adverse impacts from the Airport

1.3 **Interagency Cooperation & Development Commitment Strategy.** This interagency cooperation & development commitments package establishes strategies for the City and Port to cooperate with respect to future projects. [Note: Exhibit A of the ILA provides for project review for Port projects, which may include Joint Consultation under Paragraph 2.2.2 of Exhibit A for those Port Master Plan and CDP Projects which are eligible for joint consultation on Attachment A-1.]

1.4 **Community and Land Use Compatibility Relief.** In addition to the other funding and financial commitments described in this interagency cooperation and development commitments package, the Port has already paid the City the sum of \$10.0 million as community and land use compatibility relief and litigation settlement ("Community Compatibility") pursuant to the terms of the 1997 ILA

1.5 **Airport North Freight Cargo Complex ("L-Shaped Property").** The Port's 2005 Airport Comprehensive Development Plan (CDP) proposes development of a north freight cargo complex on existing Port-owned property commonly known as the "L-Shaped Property" (those properties owned by the Port of Seattle on September 14, 1997, in the vicinity of 28th Avenue So. [western boundary], S. 148th Street [northernmost boundary], 26th Avenue So. [eastern boundary], and State Route 518 [southern boundary]). At various times in the past, the Port has considered the possibility of acquiring additional property to the east of the L-Shaped Property for additional cargo facility development, but such additional property acquisition is not currently contemplated by the Port.

Under the terms of Attachment A and its exhibits (the list of permitted uses in Attachment A-2), development of air cargo warehousing and customer service facilities with direct airfield access or delivery to secure areas of the airport are allowed uses on the L-Shaped Property. Once a Letter of Agreement concerning, but not limited to, a residential buffering plan, traffic routing and street vacations of the L-Shaped Property is signed by the Port and the City, the Port may petition the City to vacate the portions of those street sections of S. 150th St., and S. 152nd St. that bisect the property.

If the Port decides to acquire additional property adjacent to the L-Shaped Property, the Port agrees to coordinate with the City so that the acquisition may be considered as part of the City's work on the South Riverton Heights Subarea Plan. The parties shall use the subarea planning process to provide input into any joint consultation or mitigation committee discussions concerning the Port's acquisition of any additional property next to the expansion of the L-Shaped Property.

2. CITY CENTER

2.1 **Existing Studies.** Pursuant to the terms of the 1997 ILA, the Port partnered with the City in the creation of the City Center Plan.

2.2 **Pedestrian Connection.** The Port shall work with the City and Sound Transit to plan, design and construct a pedestrian connection between the Airport passenger terminal and the Sound Transit light rail station planned to be located on Port property west of International Blvd and generally opposite of South 176th Street. The Port and City anticipate that the connection will be implemented in two phases as follows: 1) an interim configuration that includes a temporary bridge from the light rail station to the 4th floor of the Airport parking garage with a corridor continuing through or adjacent to the garage and connecting to the skybridges from the garage to the existing passenger terminal, and 2) a final configuration that will require the construction of a pedestrian bridge between the Sound Transit station and the expanded Airport parking garage. The City and Port further agree to coordinate planning work with Sound Transit for the development of a pedestrian connection from the light rail station to the east side of International Boulevard. Sound Transit has agreed to pay for the cost of this pedestrian connection according to a December 20, 2004 term sheet between the City and Sound Transit.

3. SOUND TRANSIT LIGHT RAIL IMPLEMENTATION

3.1 **Station and Guideway Location.** Both parties desire to have a Sound Transit light rail transit (LRT) station to serve the Airport, City Center, and the region. Both parties have considered the concerns of each and will continue to work cooperatively to accommodate each other's concerns in the design, construction and management of these proposed LRT guideway and stations.

3.2 **Construction and Management.** The City and Port entered into an agreement on September 29, 2004, that addresses permitting responsibilities between the parties and Sound Transit. After the LRT is constructed, the parties shall continue to work cooperatively to address additional phases of LRT construction and operation.

4. **ECONOMIC DEVELOPMENT**

4.1 **Joint Efforts.** The Port and City shall work through the SeaTac Economic Partnership (STEP) to jointly identify and vigorously pursue economic development opportunities for Port properties located within the City and near the Airport. The parties shall consider the costs and benefits of proposed development, including Port development.

4.2 **Specific Opportunities.** , The City and Port shall cooperate to actively foster development of Port-owned properties including but not limited to the "L-shaped parcel", and the properties included in the 2004 New Economic Strategy Triangle (NEST) study.

5. **TRANSPORTATION AND PLANNING**

5.1 Definitions

5.1.1 "Overruns" – means projects cost that exceed its respective budget allocated in the JTS budget as summarized in attachment C-1.

5.1.2 "Actual revenue" - means the parking tax funds collected by the City under Chap. 82.04 RCW.

5.1.3 "Forecasted revenue" - means an anticipated schedule of parking tax funds likely to be collected by the City as calculated by Berk and Associates and described in Attachment C-2.

5.1.4 "Corrective Action" – Action taken by the parties to address the difference between the forecasted parking tax revenue and the actual parking tax revenue over each two year intervals subsequent to the adoption of this ILA. Depending upon whether the size of the actual revenue shortfall is more or less than 90% of the forecasted revenues, the parties may raise the amount of the parking tax, modify the CIP projects, or change the budget for certain CIP projects.

5.2 South Access (see attached map).

5.2.1 Permanent South Access.

5.2.1.1 SR 509/South Access Roadway. The Port and City fully commit to and support the SR-509/South Access project for a south airport access roadway

connecting to I-5. The Port and City shall continue joint efforts, including funding lobbying, to obtain state and federal approval and funding.

5.2.1.2 Alternate South Access. If SR-509/South Access is not approved and funded by December 31, 2007, the parties may agree to establish an alternate south access, in the absence of a south airport roadway, if appropriate commitments can be obtained from WSDOT, FHWA and other affected entities. The parking tax funds that are dedicated to South Access in the 2005 Interlocal Agreement between the Port and the City (ILA 2) shall not exceed the amount allocated in attachment C-1. If the CIP projects exceed the amount allocated for each of these projects in the JTS budget, these overruns shall be remedied according to the process established under sub-section 5.2.2.

5.2.1.3 South Link. The Port of Seattle shall fund and construct improvements along 28th Ave. S. north of S. 188th St. known as the "South Link Project," to connect S. 188th St. with the Airport to complete the interim south access roadway project. The "South Link Project" constructs a new four-lane roadway and ramp system between S. 188th Street and the Airport Terminal Drive system and will provide connections to the North Airport Expressway, Upper and Lower Drives, Air Cargo Road and the parking garages. These improvements shall be designed to principal arterial standards (or another standard if mutually approved by the parties) The project shall include northbound and southbound ingress and egress to the Airport roadway system and include at-grade access to and from the airport at S. 188th St. and 24th/28th Ave. S. with pedestrian access maintained on the westside of 28th Ave. S., if requested by the City.

5.2.1.4 South 170th Street Access. Full commercial access shall be maintained from the North Airport Expressway to and from South 170th Street.

5.3 **City Street Capacity; Trip Mitigation.**

5.3.1 Background. The Port and City share an interest in ensuring that surface transportation needs are met by using the Airport more efficiently under its two runway configuration and in the future when the Master Plan projects and third runway are completed. The Port's SEIS notes significant surface traffic increases will occur in the City regardless of whether or not the Master Plan improvements are constructed.

5.3.1(a) Identity and Management of Capital Improvement Projects (CIP) - The list of CIP projects contemplated by the parties and the funding plan for those projects is described in the Joint Transportation Plan (JTS) and summarized in Attachment C-1. The City shall manage all CIP projects including the Ring Road and Westside Trail, but shall not manage South Access project. The Port shall manage the South Access project.

5.3.2 Parking Tax. The parties agree that the parking tax collected by the City shall be applied according to the CIP as shown in the funding plan of in the JTS (Joint

Transportation Study. The annual parking tax revenue projections for both Port-owned lots and private lots were forecast for the next ten years in a study prepared by Berk and Associates. This revenue forecast, including the parking tax revenue projections and each party's financial commitments to particular CIP projects, is described in Attachments C-1 and C-2. Based on the projections in this study, the parties agree to allocate the actual parking tax revenues between the parties to fund the CIP projects in the following percentages through the term of this ILA. The amount of funds dedicated to South Access, Westside Trail, and Ring Road projects shall be 36.9% of the actual revenue. The remaining percent of actual revenues, 63.1%, shall be applied to all other City CIP projects as noted in the JTS.

In addition, if the actual revenues fall short of the forecasted revenues over a two year period, then the parties shall pursue the following options to correct parking tax revenue shortfalls:

- a. **Actual Revenues Are 90% or less of the Forecasted Revenues - If the actual revenues are 90% or less of the forecasted revenues during a two year period, then** the parties are responsible for modifying the CIP projects planned for the two year time period to fit within the individual CIP budgets identified in Attachment C-1. Alternatively, if the parties agree, the parking tax may be raised so that the amount of the parking tax collected by the City meets the sum of forecasted revenue. However, if the parties agree to raise the parking tax to generate sufficient funds to meet the amount of forecasted revenue, the new parking tax rate shall not generate revenue to exceed the JTS project funding requirements shown in attachment C-1.
- b. **Actual Revenues are greater than 90% but less than 100% of the Forecasted Revenues - If the actual revenues are greater than 90% but less than 100% of the forecasted revenue for the two-year period, then the parties will be responsible for modifying their respective projects to fit within the individual CIP budgets identified in Attachment C-1. Under these circumstances, the parties agree that the parking tax should not be raised. 2008 shall be the first year that this corrective action can be implemented.**
- c. The parties may agree to use a combination of options A and B.
- d. **Criteria for Modifying CIP:** Within six months following the adoption of this agreement, the parties commit to developing a process that defines how, and under what criteria, the list of CIP project is changed. The parties intend for this process to be adopted as an amendment to this agreement.

5.3.2.1- Use of Parking Tax funds or other Funds to address project cost overruns - With the following exceptions described below, the party responsible for managing a specific project shall also be responsible for funding any project overruns and may pay for these overruns by using one of the following methods:

- a. **Parties may use parking tax revenue to cover project overruns,** The Port shall be responsible for reprioritizing funds allocated under the Port's 36.9% portion of parking tax revenue to pay for overruns in the South Access project . The City shall be responsible for reprioritizing funds allocated under its 63.1% portion of parking tax revenue to pay for overruns in the Ring Road, the Westside Trail and any other project it manages.
- b. **Parties may use other funds to cover project overruns.** - Project overruns that cannot be paid for by parking tax revenue shall be the sole responsibility of the agency managing the project. For the Ring Road and Westside Trail projects, the parties shall jointly agree to the proper scope and budget for these projects. After the parties agree upon this proper scope and budget, any overruns shall be the City's responsibility. All other CIP overruns, except South Access, shall be the responsibility of the City.

5.3.2.2 Use of Parking Tax Funds if Excess Funds are Available.

- a. If actual revenues exceed forecasted revenues, the excess revenue will be distributed to the parties in the same proportions. 36.9% of excess revenue will be credited to the Port of Seattle and the remaining to the City of SeaTac CIP. The parties may allocate the excess revenue as they deem legal and appropriate within their respective capital budgets.
- b. If actual expenses for a project are less than estimated expenses, the cost savings shall be credited to the party responsible for project management. The parties may allocate the excess revenue as they deem legal and appropriate within their respective capital budgets.

5.4 **Impact Fees.** The Port shall not pay impact fees for land uses described in Exhibit A, Attachment A-2 (Land Uses) that are permitted by the Port. However, all other land uses on Port-owned property that the Port does not permit as shown in Ex A , Attachment A-2 shall be subject to the City's impact fees (*e.g.* stand-alone restaurant on Port property would pay commercial impact fees).

5.4 **Westside Trail.** The parties agreed in the 1997 ILA to pursue options for developing a multi-use trail on the Westside of the airport with Port contribution not to exceed \$1.5 million for construction and improvements. In 2004, the Port contributed \$50,000 toward a trail study and pre-design and participated in submitting a grant application that will provide approximately \$206,000 for trail construction. The Port also worked with the FAA to construct a portion of the trail on Port owned property adjacent to Des Moines Memorial Drive, south of S. 160th St. The remainder of the Port's financial obligation toward the trail will be satisfied by parking tax funds as shown on the list of parking tax projects in ATTACHMENT C- 3. The trail design and improvements shall: (a) be designed and maintained to avoid creating a wildlife or bird hazard to aircraft, (c) not be construed as a park under USDOT 4(f) restrictions, and (d), be maintained by the City in a safe and attractive manner.

6. STREET VACATION

6.1 **City Adoption.** In the 1997 ILA, as amended pursuant to Amendment #2 on December 21, 1999, the City agreed to vacate a set of streets to the Port identified in Attachment C-3. The Port's payment for these street vacations was not to exceed \$6.5 million, including interest accrued on \$3 million of that amount. The Port has applied for and the City has vacated a majority of these streets. The Port has paid the City \$6.5 million, in full, plus interest, for all the streets that the parties agreed would be vacated in the 1997 ILA. In order to complete the vacations of the streets identified below in (a) and (b), the Port shall follow the City's street vacation process as outlined in City Ordinance #94-1045 and the City shall adopt ordinances approving the street vacations within 90 days of the Port's application. . The streets that remain to be vacated are:

- (a) Approximately 4 acres of other street rights-of-way on existing Port property; and
- (b) Completion of the approximately 33 acres of street vacations in the North SeaTac Park (NSTP) area as called for in the NSTP agreements.

7. AIRPORT BEAUTIFICATION PLAN

7.1 **Landscaping.** On May 12, 2000, the Airport Director and the City Manager signed a letter establishing a mutually agreed upon approach for fulfilling the Port's commitment in the 1997 ILA to implement a comprehensive landscape beautification plan for the Airport. The purpose of this plan it to improve the general perimeter appearance of the airport and to integrate it more effectively into the natural and built environments, including landscaping and aesthetic features for the new runway fill slope. As of December 31, 2004, the Port had completed \$1.96 million worth of landscaping towards its commitment of \$10 million. The breakdown of this amount is as follows:

- South 182nd St. airport entrance \$432,000
- Parking garage \$291,759
- South substation \$43,814
- South Terminal expansion \$200,000
- South Terminal artwork \$500,000
- North substation \$492,000 (*partial based on % complete of \$668,000 total cost*)

As a result of Port planning, the Port and City agree to revise, as necessary, the list of projects that will count toward fulfilling the Port's remaining financial obligation. The parties agree to

review and discuss other means of implementing the remainder of this financial obligation including escalation of project costs and increasing the percentage of applicable soft costs. The parties shall strive to complete this update by December 31, 2005. If the City and Port disagree on the specific projects and procedures for the landscape plan, then they shall resolve their disagreement pursuant to Dispute Resolution under Section 13 of the ILA.

8. ECONOMIC PARTNERSHIP

The parties share a unique relationship due to the physical location of the airport in the heart of the City and the importance of the airport as a catalyst to the City's economy. The "Most Favored Nation" clause of the first term of this Interlocal Agreement arose out of the parties' desire to support this unique relationship and to settle litigation concerning the environmental review of the Master Plan and land use jurisdiction. In addition, the parties agreed to the clause so that the City would not be placed in a disadvantageous posture for having settled the Master Plan litigation before other entities.

In the second term of this agreement, the parties wish to continue concept of a "Most Favored Nation" clause, but recognize that practical difficulties exist in doing so because the parties have now settled the litigation that provided the genesis for the clause. In order to continue the "Most Favored Nations" concept in an objectively measurable way, the parties agree to the following:

If the Port enters into an Interlocal Agreement with another neighboring City for an economic development initiative such as the development of real property, the City may present a similar proposal to the Port. If the City does so, the Port shall evaluate the proposal and make reasonable efforts to enter into an agreement with the City that is also economically beneficial.

9. CITY/PORT ADVISORY COMMITTEE

9.1 **Objective.** This interagency cooperation and development commitments package, along with the ILA, is dependent upon a constructive, positive and trusting relationship between the City and Port. Both parties in good faith shall work to establish and maintain that relationship.

9.2 **Joint Advisory Committee; Liaisons; Team Building.** The Port and City have established a permanent Joint Advisory Committee (JAC) composed of at least two City Council members and two Port Commissioners, with support of appropriate staff. The JAC shall continue to meet as needed to review progress under this ILA. Further, the City and the Port shall each designate a liaison staff person to coordinate overall implementation of this ILA.

10. NOISE

10.1 **City Involvement in Part 150 Study Update.** The Port shall include both a representative and alternate from the City on any future Part 150 Study Citizen's Advisory Committee and a City staff representative and alternate on the Technical & Planning Advisory Committee. The City shall also have a representative to the "Fly Quiet Committee" to propose, assess and recommend improvements to flight operations in the interest of reducing noise to City residents and businesses. The Port shall make its noise staff and consultants available to brief the City Council.

11. PHASE II TRI-PARTY AGREEMENT

The Port, City and King County entered into a two-phase tri-party agreement in 1990: "Agreement Relating To The Development of North SeaTac Park." The Port commitments under this agreement have been completed. The City commitment to vacate the rights-of way as called for in Section 4 of Phase II of the Agreement remain to be completed, as specified in Attachment C-3.

12. ESCALATION OF FINANCIAL COMMITMENTS; NO REVENUE DIVERSION

12.1 **Funds.** The specific funding amounts stated in this community relief package are in 1997 dollars. The amounts shall be adjusted annually by the CPI Index for the Seattle Metropolitan Area (Urban Consumers). The Port's financial commitments herein are based upon Federal and Washington state laws. The Port reasonably anticipates that federal revenue diversion restrictions will not be an issue when the funding level is directly and proportionately linked to Airport impacts, and believes that this community relief package meets this standard. The Port's financial commitments to the City under this ILA are not contingent, and the Port's funding sources shall take into account federal revenue diversion provisions as well as other legal authority of the Port.

ATTACHMENTS:

Summary of Port of Seattle Funding Commitments for Community Relief and Litigation Settlement

Attachment C-1 -	Summary of Parking Tax Financial Commitments
Attachment C-2	Revenue Capacity Analysis
Attachment C-3	List of Street to be Vacated to Port of Seattle by City of SeaTac

ATTACHMENT C-1

SUMMARY OF PARKING TAX FINANCIAL COMMITMENTS

10/19/05 Exhibit A to Resolution No. 3552

Table 1 Projected Revenue 2005-2015

Transaction Tax	Amount Generated from POS owned facilities	Amount Generated from commercial lots outside of the POS	Total Revenue 2005-2015	Percentage Generated from Port of Seattle
See Table 3	\$51 M	\$33 M	\$84 M	61%

Assumptions:

\$100 Transaction fee in effect for the through 2005

Table 2 Dedicated Capital Expense 2005-2015

Transaction Tax	Total Revenue 2005-2015	Amount Dedicated to The South Access, Westside Trail and Ring Road Capital Projects	Amount Dedicated to all other projects shown in the CIP of the Joint Transportation Study	Percentage Dedicated to The South Access, Westside Trail and Ring Road Capital Projects
See Table 3	\$84 M	\$31 M	\$53 M	36.9%

Table 3 Transaction Tax Schedule 2005-2015

<u>Year</u>	2006	2007	2008	2009	2010
-------------	------	------	------	------	------

10/19/05 Exhibit A to Resolution No. 3552

Time Parked					thru 2015
2 hrs or less	\$1.00	\$1.00	\$0.95	\$0.95	\$0.90
>2hrs	\$1.75	\$2.00	\$2.50	\$2.75	\$3.00

Attachment C-2 preliminary Revenue Capacity Analysis

City of SeaTac JTS Revenue Capacity Analysis

		2005	2006	2007	2008	2009	2010
PARKING TAX REVENUES							
	Annual Transaction Fee 0 to 2 hours	\$1.00	\$1.00	\$1.00	\$0.95	\$0.95	\$0.90
	Annual Transaction Fee >2 hours	\$1.00	\$1.75	\$2.00	\$2.50	\$2.75	\$3.00
	Annual Revenue Fee 0 to 2 hours	\$-	\$-	\$-	\$-	\$-	\$-
	Annual Revenue Fee >2 hours	\$-	\$-	\$-	\$-	\$-	\$-
Total							
	Port revenue	\$48,709,749	\$51,876,613	\$55,249,371	\$58,841,409	\$62,666,983	\$66,741,277
	0 to 2 hours	\$8,627,817	\$9,188,755	\$9,786,162	\$10,422,409	\$11,100,022	\$11,821,690
	> 2 hours	\$40,081,931	\$42,687,858	\$45,463,209	\$48,419,000	\$51,566,961	\$54,919,587
	Off-site revenue	\$39,700,634	\$42,281,771	\$45,030,720	\$47,958,393	\$51,076,408	\$54,397,140
Parking revenue		\$88,410,383	\$94,158,384	\$100,280,092	\$106,799,802	\$113,743,391	\$121,138,417
		55%	55%	55%	55%	55%	55%
	Port transactions	2,951,438	3,037,029	3,125,103	3,215,731	3,308,987	3,404,948
	0 to 2 hours	2,174,902	2,237,975	2,302,876	2,369,659	2,438,379	2,509,092
	> 2 hours	776,535	799,055	822,227	846,072	870,608	895,856
	Off-site transactions	983,813	1,012,343	1,041,701	1,071,910	1,102,996	1,134,983
Transactions		3,935,250	4,049,372	4,166,804	4,287,641	4,411,983	4,539,930
		75%	75%	75%	75%	75%	75%
Taxable							
	Port taxable revenue	\$48,709,749	\$51,876,613	\$55,249,371	\$58,841,409	\$62,666,983	\$66,741,277
	0 to 2 hours	\$8,627,817	\$9,188,755	\$9,786,162	\$10,422,409	\$11,100,022	\$11,821,690
	> 2 hours	\$40,081,931	\$42,687,858	\$45,463,209	\$48,419,000	\$51,566,961	\$54,919,587
	Off-site taxable revenue	\$39,700,634	\$42,281,771	\$45,030,720	\$47,958,393	\$51,076,408	\$54,397,140
Taxable parking revenue		\$88,410,383	\$94,158,384	\$100,280,092	\$106,799,802	\$113,743,391	\$121,138,417
		55%	55%	55%	55%	55%	55%
	Port taxable transactions	2,951,438	3,037,029	3,125,103	3,215,731	3,308,987	3,404,948
	0 to 2 hours	2,174,902	2,237,975	2,302,876	2,369,659	2,438,379	2,509,092
	> 2 hours	776,535	799,055	822,227	846,072	870,608	895,856
	Off-site taxable transactions	983,813	1,012,343	1,041,701	1,071,910	1,102,996	1,134,983
Transactions		3,935,250	4,049,372	4,166,804	4,287,641	4,411,983	4,539,930
		75%	75%	75%	75%	75%	75%
Tax Paid							
	Port	\$2,951,438	\$3,636,320	\$3,947,330	\$4,366,356	\$4,710,632	\$4,945,750
	0 to 2 hours	\$2,174,902	\$2,237,975	\$2,302,876	\$2,251,176	\$2,316,460	\$2,258,183
	> 2 hours	\$776,535	\$1,398,346	\$1,644,454	\$2,115,180	\$2,394,172	\$2,687,567
	Off-site	\$983,813	\$1,771,600	\$2,083,402	\$2,679,776	\$3,033,238	\$3,404,948
Parking Tax revenues		\$3,935,250	\$5,407,921	\$6,030,732	\$7,046,132	\$7,743,870	\$8,350,697
		75%	67%	65%	62%	61%	59%

Parking tax assumed to be \$1.00/transaction in 2005

Attachment C-2 preliminary Revenue capacity Analysis

City of **SeaTac** JTS Revenue Capacity Analysis

		2011	2012	2013	2014	2015	TOTA
PARKING TAX REVENUES							
	Annual Transaction Fee 0 to 2 hours	\$0.90	\$0.90	\$0.90	\$0.90	\$0.90	
	Annual Transaction Fee >2 hours	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
	Annual Revenue Fee 0 to 2 hours	\$-	\$-	\$-	\$-	\$-	
	Annual Revenue Fee >2 hours	\$-	\$-	\$-	\$-	\$-	
Total							
	Port revenue	\$71,080,461	\$75,701,757	\$80,623,507	\$85,865,244	\$91,447,773	\$748,804,14
	0 to 2 hours	\$12,590,277	\$13,408,834	\$14,280,610	\$15,209,063	\$16,197,881	\$132,633,52
	> 2 hours	\$58,490,184	\$62,292,923	\$66,342,898	\$70,656,181	\$75,249,893	\$616,170,62
	Off-site revenue	\$57,933,770	\$61,700,334	\$65,711,782	\$69,984,033	\$74,534,045	\$610,309,03
Parking revenue		\$129,014,232	\$137,402,092	\$146,335,289	\$155,849,278	\$165,981,818	\$1,359,113,17
		55%	55%	55%	55%	55%	55%
	Port transactions	3,503,691	3,605,298	3,709,852	3,817,438	3,928,143	37,607,65
	0 to 2 hours	2,581,856	2,656,730	2,733,775	2,813,054	2,894,633	27,712,93
	> 2 hours	921,835	948,569	976,077	1,004,383	1,033,510	9,894,72
	Off-site transactions	1,167,897	1,201,766	1,236,617	1,272,479	1,309,381	12,535,88
Transactions		4,671,588	4,807,065	4,946,469	5,089,917	5,237,525	50,143,54
		75%	75%	75%	75%	75%	75%
Taxable							
	Port taxable revenue	\$71,080,461	\$75,701,757	\$80,623,507	\$85,865,244	\$91,447,773	\$748,804,14
	0 to 2 hours	\$12,590,277	\$13,408,834	\$14,280,610	\$15,209,063	\$16,197,881	\$132,633,52
	> 2 hours	\$58,490,184	\$62,292,923	\$66,342,898	\$70,656,181	\$75,249,893	\$616,170,62
	Off-site taxable revenue	\$57,933,770	\$61,700,334	\$65,711,782	\$69,984,033	\$74,534,045	\$610,309,03
Taxable parking revenue		\$129,014,232	\$137,402,092	\$146,335,289	\$155,849,278	\$165,981,818	\$1,359,113,17
		55%	55%	55%	55%	55%	55%
	Port taxable transactions	3,503,691	3,605,298	3,709,852	3,817,438	3,928,143	37,607,659
	0 to 2 hours	2,581,856	2,656,730	2,733,775	2,813,054	2,894,633	27,712,93
	> 2 hours	921,835	948,569	976,077	1,004,383	1,033,510	9,894,72
	Off-site taxable transactions	1,167,897	1,201,766	1,236,617	1,272,479	1,309,381	12,535,88
Transactions		4,671,588	4,807,065	4,946,469	5,089,917	5,237,525	50,143,54
		75%	75%	75%	75%	75%	75%
Tax Paid							
	Port	\$5,089,176	\$5,236,763	\$5,388,629	\$5,544,899	\$5,705,701	\$51,522,93
	0 to 2 hours	\$2,323,670	\$2,391,057	\$2,460,398	\$2,531,749	\$2,605,170	\$25,853,61
	> 2 hours	\$2,765,506	\$2,845,706	\$2,928,231	\$3,013,150	\$3,100,531	\$25,669,37
	Off-site	\$3,503,691	\$3,605,298	\$3,709,852	\$3,817,438	\$3,928,143	\$32,521,20
Parking Tax revenues		\$8,592,868	\$8,842,061	\$9,098,481	\$9,362,337	\$9,633,844	\$84,044,13
		59%	59%	59%	59%	59%	61%

ATTACHMENT C-3

STREETS FROM 1997 ILA AND NORTH SEATAC PARK AGREEMENT STILL TO BE VACATED

5. The entire right of way of S. 192nd St lying between 16th Ave. S. and the eastern street end, with and area of approximately 39,600 square feet.

8A. The entire right-of-way of **15th Avenue South** lying between S. 198th St. on the north and S. 200th St. on the south. (Road has shared boundaries with Highline School District). * Note not shown on map

9 The entire right-of-way of **15th Ave. South** lying between the right-of-way of South 200th Street on the north and the right of way of South 201st Street on the south, with an area of approximately 6,000 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

11B The entire right-of-way of **13th Ave. South** lying between the right-of-way of South 196th Street on the north and the right of way of South 197th Street on the south, with an area of approximately 8,490 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

22. The entire right-of-way of the north/south **Alley** parallel to and **between 13th & 14th Avenues South** lying between the right-of-way of South 196th Street on the north and the right of way of South 197th Street on the south less crossing(s), with an area of approximately 6,495 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

25B. The entire right-of-way of the north/south **Alley** parallel to and **between 15th & 16th Avenues South** lying between the right-of-way of South 201st Street on the north and the right of way of South 208th Street on the south less crossing(s), with an area of approximately 15,675 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

26 The entire right-of-way of **18th Avenue South** lying between the right-of-way of South 200th Street on the north and the right of way of South 208th Street on the south, with an area of approximately 77,390 square feet, more or less. (Road has shared boundaries, a portion to go to Washington State Department of Transportation.)

28. The entire right-of-way of **22nd Avenue South** lying between the right-of-way of South 200th Street on the south, and the north end of the road segment with an area of approximately 48,330

square feet, more or less. (Road has shared boundaries, a portion to go to City of SeaTac.) * Note not shown on map

29 The entire right-of-way of **19th Avenue South** lying between the right-of-way of South 200th Street on the north and the south end of the road segment, with an area of approximately 8,000 square feet, more or less. (Road has shared boundaries, a portion to go to Washington State Department of Transportation.)

The following rights of way within north SeaTac Park are also to be vacated by prior agreement:

Reference #	<u>STREET</u>	<u>FROM</u>		<u>TO</u>
40	S 129th St	18th Ave S		DMMD
41	S 130th St	20th Ave S		DMMD
42	S 131st St	20th Ave S		DMMD
43	S 132nd St	southerly extension of E boundary of Netties home tracts, Vol 45 pg 21		DMMD
44	S 134th St	northerly extension of Lot 8, Blk D, Ords home tracts, unrecorded	JF	DMMD
45	18th Ave S	S 128th St		S 132nd St
46	20th Ave S	southerly extension of S 130th St		S 136th St
47	16th PI S	S 134th St		S 136th St
48	16th Ave S	S 136th St		S 138th St
49	S 138th St	DMMD		16th Ave S
50	18th Ave S	S 136th St		S 140th St
51	19th Ave S	S 136th St		S 140th St
52	20th Ave S	a) S 136th St		S 140th St
53	20th Ave S	b) S 140th St		S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
54	21st Ave S	a) S 140th St		S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
55	21st Ave S	b) S 140th St		S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
56	22nd Ave S	a) S 140th St		S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
57	22nd Ave S	S 140th St		southerly Lot 4, Lebeck 2nd Addition, Vol 47 , pg 38
58	23rd Ave S	S 136th St		S 140th St
59	S 138th St	westerly extension of 18th Ave S		easterly extension of 24th Ave S
60	S 140th St	18th Ave S		easterly extension of 24th Ave S

EXHIBIT D
MATERIAL HAULING PROVISIONS FOR PORT HAUL PROJECTS

1. Operating Conditions and Standards. The following permit conditions apply to Port Haul Projects over 100,000 cubic yards, including the material hauling for the third runway. The Port and its contractors shall not piecemeal projects or components of projects in order to avoid the terms of this Agreement.

1.1 Access Routes and Hours. Approved maximum number of one-way trips per hour (#):

Daytime A 6:00 A.M. - 8:00 A.M.

South 188th west of tunnel (45)
South 188th between SR99/tunnel (18)
South 188th east of SR99 (6)
SR99 south of South 188th (6)
SR99 north of South 188th (6)

Daytime B 8:00 A.M. - 3:30 P.M.

South 188th west of tunnel (45)
South 188th between SR99/tunnel (30)
South 188th east of SR99 (12)
SR99 south of South 188th (12)
SR99 north of South 188th (6)

Evening A 3:30 P.M. - 5:30 P.M.

No lane closures
South 188th eastbound, west of tunnel (18)
South 188th westbound, west of tunnel (45)
South 188th between SR99/tunnel (18)
South 188th east of SR99 (6)
SR99 south of South 188th (6)
SR99 north of S. 188th (6)

Evening B 5:30 P.M. - 6:00 A.M.

South 188th west of tunnel (45)
South 188th between SR99/tunnel (30)
South 188th east of SR99 (6)
SR99 south of South 188th (12)
SR99 north of S. 188th (12)

1.1.2 Exception. The Port will include in its bid documents notice that for South 188th Street east of SR 99 the number of trips per hour may be increased or decreased to accommodate school events. The Port and the City will mutually agree in writing upon the changes in hours.

1.1.3 Changes to Hours or Routes. The contractor may request to modify, change, or propose other alternatives for the hours of operation or route for the hauling operation. Approval of this request will be at the discretion of the City Public Works Director.

1.2 Uniformed Officers/Certified Flagger/Enforcement Officer. The Port/City will monitor the contractor for compliance with state and local traffic regulations: (1) the City will notify the Port if a safety issue arises (including the frequency of trucks on routes in excess of permit; (2) the Port will take reasonable steps to promptly address the safety issues; (3) if the safety issue is not corrected reasonably promptly, the City may exercise discretion to assign a uniformed officer to enforce safety regulations, including overweight enforcement; and (4) if the City assigns a uniformed officer to enforce safety regulations, the Port will reimburse the City for its costs up to \$25,000 per year for each officer assigned, not to exceed \$75,000 cumulatively during any calendar year for all projects subject to this Agreement. Reimbursement for time will include field work only and will not include court and/or administrative time.

1.3 Information Line. The Port will maintain an informational and complaint hot line, advertised within the community, for airfield construction activity including the 3rd runway. The City may refer telephone inquiries it receives to the hot line for handling, and the Port may refer hot line inquiries about City services to the City for handling. The Port and the City will exchange periodic call reports, at least once per month, unless a more or less frequent reporting is mutually agreed upon, describing the number of hot line complaints received from residents and businesses by jurisdiction, identifying the nature of the complaints, and summarizing the information provided to the callers. The City will provide the Port information about City services that may be useful to the Port in handling telephone inquiries.

1.4 Construction Best Management Practices; Public Right of Way Cleaning. The Port and City hereby approve and adopt the Construction Best Management Practices (BMP) and the City' "Standard Permit Conditions" (collectively "Haul BMPs") attached to this Agreement in Attachment D-1 for Port Haul Projects. The Haul BMPs shall be included as part of the construction and hauling contract and include requirements that the inbound and outbound haul routes on City streets will be kept clean and free of hauling debris from the project at all times, and that the contractor shall clean storm drainage systems along the haul routes within the City when so directed by the Director of Public Works or his/her designee.

1.5 Covered Loads. The contractor will have the option to implement the attached borrow site BMPs. If the contractor chooses not to implement the borrow site BMPs, then the City's Director of Public Works, at his/her discretion, may require the contractor to cover all loads.

1.6 Noise Ordinance. When working at night, the contractor shall provide a plan of operation to insure compliance with the attached noise BMPs. In particular, the plan

shall address the truck backup alarms. If hauling operations cannot comply with the noise these noise **BMPs**, then the contractor will be required to apply for a variance to the City and the Port and not haul at night until a variance is granted.

1.7 Road Repairs. This paragraph sets forth the method to determine the Port's compensation to the City for direct and proportional impacts to City streets caused by material hauling for projects subject to this Agreement. Payment of these fees by the Port is intended to compensate the City for the cost of repairs during the haul and returning City streets to their pre-haul condition as identified in the **Repair/Replacement Strategy** described below. The Port and the City will mutually agree upon the selection of a consultant that will conduct the following tasks:

1.7.1 Background Assessment.

Perform a visual condition survey, using standard Washington State Department of Transportation methodology to establish the type, severity and amount of distress evident on the surface of the streets used for the haul.

Conduct nondestructive testing on all travel lanes. Tests will be conducted at 50 foot intervals on streets \leq mile in length and at 100 foot intervals on streets longer than $\frac{1}{2}$ mile.

- Determine pavement structure through either a review of records or by taking one core sample every 500 feet per lane to identify the components of the cross-section of the street.
- Estimate past, present, and future average daily trips broken down by percentage and classification of vehicle types. Analyze and compare these totals with the projected number and type of trucks to be used for Port Haul Projects and the routes to the airport. If existing traffic information is not available from the City, the traffic will be estimated in terms of equivalent single axle loads using the AASHTO design equations.

1.7.2 Analysis. The background assessment information will be used by the consultant to determine and make recommendations to the Port and City as follows:

- The life of the pavement with normal traffic conditions and with trucks associated with the haul using AASHTO Guide for Design of Pavement Structures, 1993 methodology (Attachment D-2).
- Options for effective methods(s) to preserve or restore the pavement to a baseline condition, jointly agreed to between the City and the Port.
- A pavement condition index that will identify:
 - ** the loss in pavement life determined in years as a result of Port Haul Projects subject to this Agreement;
 - ** the thickness in inches of asphalt concrete overlay required to return the pavement to its pre-haul condition or for repairs during the haul;
 - ** the construction costs for repairs during the haul and partial or full overlays required to return the pavement to its pre-haul condition;
 - ** when repairs during the haul should be made or an overlay or partial overlay should be applied to return the road in its pre-haul condition;
 - ** appropriate timing for when such work should be performed.

1.7.3 Maintenance/Repair Strategy. Prior to commencing any Port Haul Project, the Port and City shall agree upon the work, timing and costs of repair or replacement of City streets affected by the Port Haul Projects ("**Repair/Replacement Strategy**"), based upon the background assessment and analysis done under §§ 1.8.1 and 1.8.2. The parties agree that depending upon the findings of the pavement condition index, certain road damage occurring during the haul period may require prompt repair. Repairs made during the haul, but which are not part of the **Repair/Replacement Strategy** agreed to prior to the start of the haul, will not be the responsibility of the Port. The Port will be responsible for filling potholes occurring during the haul which will be undertaken at the direction of the Director of Public Works.

The Port and the City will use the following Pavement Condition Index (PCI) and the Pavement Conditions Rating (PCR) as one of the tools to jointly develop the **Repair/Replacement Strategy**. If the number of truck trips, routes or the types of trucks used for

the Port Haul Project is revised significantly after agreement on the **Repair/Replacement Strategy**, then The Port and City shall reevaluate and agree upon the adjustment to the Repair/Replacement Strategy using the same methodology as used for the initial strategy.

PCI	PCR	REPAIR/REPLACEMENT STRATEGY
100 - 86	Excellent	Routine maintenance and repairs
85 - 71	Very Good	Routine maintenance and repairs
70 - 56	Good	Routine maintenance and overlay
55 - 41	Fair	Overlay
40 - 26	Poor	Overlay or reconstruction
25 - 11	Very Poor	Thick overlay or reconstruction
11 - 0	Failed	Reconstruction

The Port and City agree to use actual percentages of truck trips (adjusted impacts using the **ASHTO** methodology which incorporates background traffic and current road conditions) for calculations of impacts on each lane of traffic associated with haul operations. The percentage of use, comparing truck traffic and background traffic, will be projected for each traffic lane. It is recognized that, using the **ASHTO** methodology, impacts to the traffic lanes associated with inbound trucks fully loaded and outbound trucks that re empty have different impacts to the roads. The percentage of impact will be assessed for each lane of traffic. Shoulders and turn lanes, adjacent to the traffic lanes, will be included in the calculation of the total impact. The impact fee for the shoulders and turn lane should be calculated based on the average percentage of truck use on all of the traffic lanes.

1.7.4 Compensation - Payment of Fees/Repairs. As part of the Repair/Replacement Strategy, the Port and City will mutually agree as to whether the Port should compensate the City in fee payments (lump sum or periodic), perform the road work itself, or a combination thereof to implement the **Repair/Replacement Strategy**. Funds paid by the Port to the City shall be:

- a. held by the City in a separate account or in an established road fund;
- b. used solely to repair **and/or** replace the streets affected by the haul in accordance with the parties' agreed **repair/replacement** strategy; provided, the City may incorporate the funds and adjust the timing of work to be part of a larger City Capital Improvement Program (**CIP**) project which includes the haul routes; and

- c. refunded to the Port (without interest) to the extent not spent on the parties' agreed repair/replacement strategy within five (5) years after completion of the Port's Haul Project for which the funds were paid.

At the Port's request, the City within thirty (30) days will document City expenditure of funds paid under this Agreement.

1.7.5 Time Value of Money. In addition to the to be paid under §§ 1.8.3 and 1.8.4, the parties recognize that the impacts of the dirt haul may require road repair to be done sooner than anticipated in the City's Transportation Improvement Program (TIP) and that the City typically repairs all lanes at once. In order to compensate the City for the cost of repairing the road sooner than anticipated in its TIP, the parties agree that the Port will pay the City for the increased cost of making improvements to all lanes sooner, which is the time value of this money. The time value of the money will be calculated as follows: The total cost of improvements to the road will be multiplied by the total percentage of damage impact for each individual lane. Then, the Port's contribution to road improvements will be subtracted from the total cost of improvements to the road and multiplied by the difference in life between the design life and the shortened life as a direct result of truck traffic.

1.7.6 Dispute Resolution. Any disagreement regarding the Repair/Replacement Strategy, including Port compensation or work, shall be subject to Dispute Resolution under § 3.

1.7.7 Enforcement. The City shall have the right to enforce each permit through revocation, corrections and penalties to the extent provided in Sections 11.10.130, .190, .290 and .300 of the City Code as they exist on the date of this Agreement (Attachment D-3).

1.7.8 City Code Compliance. Compliance with the terms of this Agreement constitutes full compliance by the Port and its contractors with the City's codes and regulations for Port Haul Projects, including without limitation permit conditions, fees and performance standards.

2. Fees. The following fees (as described in Section 11.10.100 of the applicable City Code for Class E permits on the date of this Agreement and attached hereto as Attachment D-4) shall apply to the Port Haul Projects during the term of this Agreement:

2.1 Application Fees. \$174 for each haul contractor for a Port Haul Project to be paid at time of application for permit to cover initial processing, counter service and recordkeeping.

2.2 Application Processing Fees. \$83 per application as the "application processing fee" (i.e. "base" fee) if the Port and City have established the engineering and traffic

control plans for that haul as part of the **Repair/Replacement Strategy** under ¶ 1.8.3 above; provided, if the individual permit applicant proposes engineering or traffic control not covered by the **Repair/Replacement Strategy**, then the fee shall be **\$250** per application.

2.3 Public Works Inspection Fees.

2.3.1 Daily Use Fee. \$50 per day for each day of the haul as "daily use fee" for the public works inspection fee for inspections occurring during regular business hours (8:00 a.m. - 5:00 p.m.).

2.3.2 Overtime Public Works Inspection. \$75 per hour, for a minimum of two hours per inspection, as the overtime public works inspection fees, not to exceed the amount of **\$3,000** per year per permit covered by this Agreement.

2.4 Repair and Replacement Charges. Repair and replacement charges and costs are part of the **Repair/Replacement Strategy** to be paid or undertaken by the Port under ¶ 1.8.3 above and are not to be charged to individual haul contractors.

2.5 Escalation of Fees. The fees set forth in this ¶ 2 are those in effect on the date of this Agreement. The City may increase these fees during the term of this Agreement as part of a general City fee revision for right- of-way permits, but in any event the fees charged for Port Haul Projects shall not be increased from the amounts stated herein by more than 2% per year during the term of this Agreement.

2.6 Payments. All fees to be paid by each haul contractor shall be billed and paid monthly. All fees to be paid by the Port shall be part of the **Repair/Replacement Strategy** agreed to under ¶ 1.8.3.

3. Dispute Resolution. If any disagreement or dispute arises regarding interpretation or application of the this Exhibit D, then the dispute shall be resolved through the Dispute Resolution procedures set forth in Section 11.1 of the Interlocal Agreement.

4. Conflict in Provisions. If a conflict exists between the specific Best Management Practices as contained in the text of this Exhibit or Attachment D-1, the parties shall comply with both to the extent possible, but if not possible, then the text of this Exhibit shall control over any conflict with Attachment D-1, and any conflict within Attachment D-1 shall be controlled by the "Construction Best Management Practices" over the City's standard permit conditions.

ATTACHMENTS:

Attachment D-1 - Haul BMPs: Construction Best Management Practices and City's Standard Permit Conditions

- Attachment D-2 - AASHTO Guide for Design of Pavement Structures, 1993 Methodology
- Attachment D-3 - Excerpts of Applicable City Codes on Date of Agreement
- Attachment D-4 - Excerpts of Applicable City Fees on Date of Agreement

ATTACHMENT D-1

HAULPERMIT STANDARD CONDITIONS

All contractor's and sub-contractors are to have a current Washington State L&I Contractor's Registration Number and have a current City of SeaTac business license.

The permittee is to notify the City of SeaTac Engineering Division 24 hours prior to the start of work (for job starts call 206.973.4730) and 24 hours prior to a required or requested inspection.

Access to the site will be limited to the following route: Route specific to site and material is specified.

Hours of operation will be limited to 7:00 a.m. to 5:00 p.m. Monday through Friday.

The contractor may request to modify, change, or propose other alternatives for the hauling operation hours. Approval of this request will be at the discretion of the Public Works Director or its representative.

The contractor shall provide uniformed officers with vehicles at the beginning of each lane closure and in accordance with the approved traffic control plan. Contact the King County Police Officers Guild to arrange for off duty officers. Their phone number is 206.957.0934.

Portable scales may be used by the City for the purpose of weighing trucks hauling material to the site to insure they are not exceeding their licensed weight limit.

The inbound and outbound haul route will be kept clean and free of hauling debris at all times during the hours of hauling. Flushing the street will not be permitted. Water may be used for the purpose of dust control on site provided the runoff does not discharge directly into a City conveyance or sensitive area as defined by the City Municipal Code.

The contractor shall flush and clean the storm drainage systems along the haul routes within the City when so directed by the Director of Public Works or its representative.

All trucks and trailers transporting material to the site will be covered when so directed by the Director of Public Works or its representative.

ATTACHMENT D-2

AASHTO GUIDE FOR DESIGN OF PAVEMENT STRUCTURES, 1993 METHODOLOGY

ATTACHMENT D-3

EXCERPTS OF APPLICABLE CITY CODES ON DATE OF AGREEMENT

ATTACHMENT D-4

EXCERPTS OF APPLICABLE CITY FEES ON DATE OF AGREEMENT

