



## City Resolutions Archive

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**RESOLUTION NO. 10-001**

An RESOLUTION of the City Council of the City of SeaTac, Washington, adopting findings of fact for interim development regulations as adopted in Ordinance 09-1038 to allow a temporary animal shelter and Animal Control Offices in the Park (P) Zone.

**WHEREAS**, the King County Animal Shelter and King County Animal Control Offices are located in the Green River Valley; and

**WHEREAS**, due to structural issues related to the Howard Hanson Dam, flooding of the King County Animal Shelter and the offices for King County Animal Control Officers in the Green River Valley may be flooded; and

**WHEREAS**, King County needs an interim site to locate the animal shelter and animal control offices in case of flooding in the Green River Valley, and the King County Sunset Park Maintenance Facility is the best location for this site out of 50 potential sites evaluated; and

**WHEREAS**, adopting interim standards allows time for City staff and the Planning Commission to formulate permanent development standards that reflect input from the public; and

**WHEREAS**, RCW 36.70A.390 allows adoption of interim development regulations for a period of up to six (6) months; and

**WHEREAS**, the City Council held a public hearing on January 12, 2010 as required by RCW 35A.63.220 and RCW 36.70A.390; and

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

**Section 1. Findings of fact.** The City Council hereby finds and adopts the following findings of fact in support of the interim development

regulations adopted in Ordinance 09-1038:

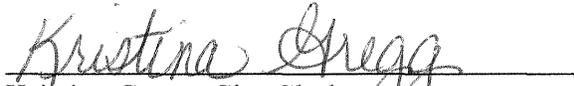
- (a) The King County Animal Shelter and Animal Control Offices are located in Kent in Ordinance 09-1038.
- (b) The Howard Hanson Dam is the flood control structure for the Green River. Due to structural issues with the dam, flooding may occur in the Green River Valley.
- (c) King County is under contract with the City of SeaTac to provide animal control services.
- (d) Should flooding in the Green River Valley occur, animal control services, including the housing of animals provided by King County to SeaTac, may be disrupted.
- (e) King County needs temporary facilities to house their animal shelter and to provide offices for Animal Control Officers, should the Green River Valley facilities become flooded.
- (f) King County has maintenance and storage facilities in North SeaTac Park at the Sunset Ball fields (Sunset facility).
- (g) The facilities, for little cost to King County, could be used on an emergency basis to house animals and Animal Control Offices should the Green River Valley be flooded.
- (h) The facilities are located in the Park (P) zone. Animal Shelters and Animal Control Offices are not allowed in the Park zone.
- (i) Of 50 sites (20 of the sites being County-owned sites), the Sunset Ball fields facility is the closest to the Green River Valley with the capacity to house an emergency animal shelter and Animal Control Offices.
- (j) Should the Green River Valley flood, the use by King County of their Sunset facility as a location for an emergency animal shelter and for Animal Control Offices, as a temporary use, would be a reasonable use of the property.
- (k) The adoption of interim development regulations is appropriate because it benefits the public health, safety and welfare of the City and its Citizens.

**PASSED** this 12th day of January, 2010, and signed in authentication  
thereof on this 12th day of January, 2010.

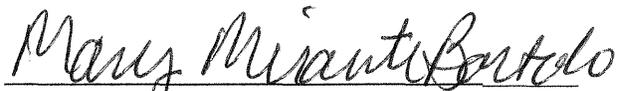
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Emergency Animal Shelter Resolution – Findings of Fact]

**RESOLUTION NO. 10-002**

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting findings of fact in support of a moratorium on acceptance of applications for rezones, land use permits, development permits, and building permits for new construction of commercial and multi-family structures, affecting any property located within the SeaTac/Airport Station Area to allow for unified planning of a City Center Core with transit oriented development.

**WHEREAS**, the City Council passed Resolution No. 09-023 on November 24, 2009 imposing a moratorium on acceptance of applications for rezone, land use permits, development permits, and building permits for new construction of commercial and multi-family structures affecting any property located within the SeaTac/Airport Station Area to allow for unified planning for a downtown district and to allow for a proper transit oriented development concept; and

**WHEREAS**, RCW 35A.63.220 and RCW 36.70A.390 require that a public hearing be held, and findings of fact justifying the moratorium be adopted, within 60 days of the passage of such resolution; and

**WHEREAS**, pursuant to the aforementioned state laws, a public hearing was held on January 12, 2010 which provided the opportunity for public participation;

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

**Section 1. Findings of fact.** The City Council hereby finds and adopts the following findings of fact in support of a moratorium passed by the City Council in Resolution No. 09-023.

- (a) Sound Transit has opened a light rail station at the intersection of S. 176<sup>th</sup> Street and International Boulevard in the City of SeaTac.

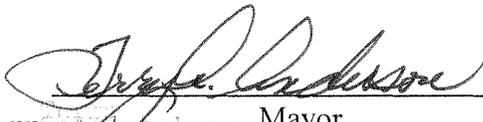
- (b) The City Council adopted the SeaTac/Airport Station Area Action Plan on December 12, 2006, which contains the vision, principles, concepts, and action steps needed to change the SeaTac/Airport Station Area into a unified city center core with transit oriented development.
- (c) The light rail station is located within the SeaTac/Airport Station Area.
- (d) The SeaTac Comprehensive Plan encourages most of the City's commercial and residential growth to occur within the Urban Center's boundaries (Policy 1.1B).
- (e) The SeaTac Comprehensive Plan encourages the creation of a "town center" within the Urban Center boundaries (Policy 1.1D).
- (f) The SeaTac Comprehensive Plan supports the provision of a network of connected local streets in Station Areas (the Comprehensive Plan uses the term "High Capacity Transit districts") to facilitate pedestrian circulation and transit accessibility (Policy 1.1G).
- (g) The area within ¼ mile of the light rail transit station is generally considered to be "Transit Oriented Development District", where proximity to a light rail station generates new development and redevelopment of nearby properties that provide economic benefits to these areas and to the City, and include pedestrian orientation, and human scale amenities.
- (h) The SeaTac/Airport Station Area will include development regulations to encourage a unified city center core with transit oriented development.
- (i) Staff intended to present interim SeaTac/Airport Station Area regulations to the City Council for action at their December 8, 2009 meeting.
- (j) Many property owners and citizens expressed concern about the adoption of standards that affect properties within the SeaTac/Airport Station Area without additional discussion.
- (k) The City Council has created a Zoning Code Ad Hoc Committee (AHC) consisting of citizens and property owners and business owners within the SeaTac/Airport Station Area to vet proposed regulations within the SeaTac Airport Station Area.
- (l) Washington State statutes governing "vesting" rights require that application for development permits be reviewed under currently applicable development regulations.
- (m) The City of SeaTac Municipal Code's development regulations currently applicable to commercial and multifamily residential development in the

SeaTac/Airport Station Area do not adequately result in a unified downtown core/entertainment district, with a transit oriented development emphasis.

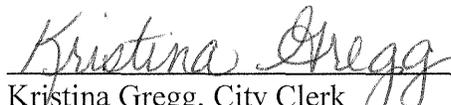
- (n) The moratorium imposed by Resolution No. 09-023 is appropriate because it benefits the public health, safety and welfare of the City and its Citizens.
- (o) The moratorium imposed by Resolution No. 09-023 will permit time to complete work with the AHC to create unified downtown core standards to ensure that potential development proposals for properties within the SeaTac/Airport Station Area will be consistent with the transit oriented development concepts in the adopted SeaTac/Airport Station Area Action Plan.

**PASSED** this 12th day of January, 2010, and signed in authentication thereof on this 12th day of January, 2010.

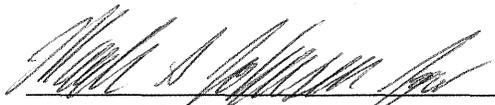
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[SeaTac/Airport Station Area Moratorium]

**RESOLUTION NO. 10-003**

A RESOLUTION of the City Council of the City of SeaTac, amending the City Council Administrative Procedures regarding Councilmember Travel Expense and Reimbursement.

**WHEREAS**, RCW 35A.12.120 requires that the Council shall determine its own rules and order of business and may also establish rules for the conduct of meetings and the maintenance of order; and

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

**WHEREAS**, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution;

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

**Section 1.** Section 13, of the City Council Administrative Procedures is hereby amended to read as follows:

**Section 13. Councilmember Travel Expenses and Reimbursement**

- (A) In matters of travel incident to attending conferences and meetings for City business and in incurring costs related thereto, Councilmembers shall comply with the current edition of the City of SeaTac Travel Policies, Regulations, and Procedures. In addition, Councilmembers shall also comply with ~~as well as~~ the provisions of this Section 13 to the Council Administrative Procedures.
- (B) ~~The City Manager's Office shall annually prepare a draft budget for the City Council to include compensation and benefits for all Councilmembers, as well as operating costs anticipated during the budget year. Each Councilmember shall prepare and submit to the City Manager's Office a summary of travel expenses to be included in the draft budget. The draft budget for the City Council shall be subject to the same input, review, and approval process as other City departmental budgets.~~ When determined to be in the best interests of the City of SeaTac, Councilmembers may attend National League of Cities (NLC), Association of Washington Cities (AWC), and Suburban Cities Association (SCA) conferences and meetings and may have their expenses reimbursed to a maximum annual limit of \$4,000 per elected official. Reimbursement will cover registration (including pre-conference workshops), transportation, lodging, meals, and travel

incidentals. Up to \$1,000 of this limit, if unspent, may be carried over to the following year.-

2. Unforeseen training, workshops, or conference opportunities may be approved by a majority of the City Council as soon as practicable and will not be restricted by the limit set forth in subsection (B)(1).

3. Various local meetings and associated meal costs will not be restricted by this subsection.

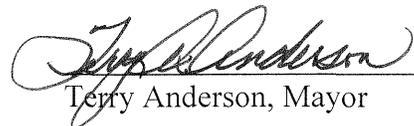
4. Councilmembers belonging to National and/or local committees or boards requiring additional travel during the calendar year shall have their annual travel limit adjusted accordingly during the budget process.

(C) The Finance Department shall provide a quarterly summary of actual Council expenditures reported by each Councilmember. This summary will be used to assist the Council in monitoring the status of actual expenditures in comparison to the budgeted expenditures. In the event a Councilmember is about to exceed his or her ~~estimated and budgeted travel expenses, advance approval shall be obtained from the full Council~~ maximum limit, they shall be notified. Any travel expenses in excess of the limits set forth in the Section 13 shall be at the Councilmember's own expense.

(D) The City Manager shall sign approvals of Councilmember expenditures and travel reimbursements for the sole purpose of authorizing the Finance Department to process such payment or reimbursement requests.

PASSED this 12th day of January, 2010 and signed in authentication thereof on this 12th day of January, 2010.

CITY OF SEATAC

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney  
[Amend City Council Administrative Procedures]

**RESOLUTION NO. 10-004**

A RESOLUTION of the City Council of the City of SeaTac, Washington, amending and revising the City of SeaTac Travel Policies, Regulations and Procedures.

**WHEREAS**, in connection with the municipal operations and functions of the City of SeaTac, there are occasions when employees of the City and public officials of the City are required to travel on City business; and,

**WHEREAS**, in order to provide for a system of orderly processing of travel expenses the City Council adopted, by Resolution 94-009, City of SeaTac Travel Policies, Regulations and Procedures, identifying the parameters and procedures for handling of travel expenses, and as amended by subsequent resolutions in 1999, 2003, 2005, and 2008; and

**WHEREAS**, the Travel Policies, Regulations and Procedures, as amended, warrant some additional areas of adjustment and change to more fully meet the needs of the City.

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

Section 1. The City of SeaTac Travel Policies, Regulations, and Procedures are hereby amended, as set forth in Exhibit A.

**PASSED** this 12th day of January, 2010 and signed in authentication thereof on this 12th day of January, 2010.

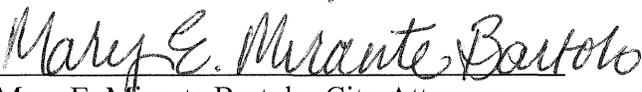
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

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

[2010 Travel Policy Amendments]

## CITY OF SEATAC, WASHINGTON TRAVEL POLICIES, REGULATIONS AND PROCEDURES

### ARTICLE I: POLICY

1. **PURPOSE:** The purpose of this policy is to identify and provide guidelines regarding the City's travel policies and to further delineate those valid business expenses for which public officials and employees of the City may qualify for payment or reimbursement.
2. **PERSONS AFFECTED:** This policy applies to all employees and appointed and elected public officials of the City of SeaTac (collectively referred to as employees/officials).
3. **REFERENCES:** Internal control procedures of Finance, Resolution 94-009, Resolution 99-021, Resolution 03-015, Resolution 05-005, Resolution 08-007, Resolution 10-\_\_\_\_, and Chapter 42.24 RCW.
4. **POLICY STATEMENT**

A. A.—It shall be the policy of the City of SeaTac to allow the attendance and participation of employees/officials ~~City officials and employees~~ at meetings, training sessions, and conventions where such participation is determined to be in the best interests of the City of SeaTac. Those employees/officials ~~employees and public officials~~ who attend such meetings and conventions shall be reimbursed or shall be provided a City credit card for all valid business expenses related to the attendance and participation of such meetings, training sessions, and conventions. Spouses, other family members or guests may attend these functions, but the attendance by such spouse, other family members or guest shall be at the cost and expense of the employee or public official.

B. When City travel can be accomplished at a lower cost, City financial resources can be better utilized for other City purposes. Moreover, the public expects employees/officials to spend their tax dollars in an economical and prudent manner, no matter the dollar value of the transaction. All employees/officials shall travel in a manner that keeps this in mind.

C. It shall be understood that all subsistence rates, allowances and payments provided to employees/officials ~~City employees and public officials~~ through the implementation of this policy shall be paid when such employees or public officials are engaged in City business and where the attendance or participation at meetings and conventions has been authorized in advance as follows:

- Approval by the City Manager for Department Directors;
- Approval by Department Directors for all other City Employees. In addition, the City Manager shall also approve travel for all City Employees by the City

~~Manager (for Department Directors and, in addition to Department Director approval, for all other employees where the estimated travel cost will exceed \$350.00 or that requires overnight lodging); by the Department Director (for City employees);~~

~~▪ Approval by the City Council Administration and Finance Committee for the City Manager;~~

~~▪ Approval by the City Council Administration and Finance Committee for members of the City Council, citizen advisory committees, the Civil Service Commission, or the Planning Commission and by the City Council for members of City citizen advisory committees.~~

~~E.D.~~ Travel arrangements for and the application of the Travel Policies, Regulations and Procedures to members of the City Council, and the costs thereof, although not subject to review, approval and/or authorization by the City Manager, shall not exceed budgeted amounts.

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

- 511.60.43.031 Lodging
- 511.60.43.032 Meals
- 511.60.43.033 Transportation
- 511.60.43.034 Mileage Reimbursements
- 511.60.49.061 Registration

~~EE.~~ Receipts, proof of payment documentation or certification in the case of ~~lost or non-~~ available receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department ~~on a timely basis~~ within 15 days of the completion of travel.

~~EG.~~ If an employee/official wishes to have his/her spouse, other family members or guests accompany him/her on any City related travel, the employee/official shall advise the City at the time the advanced travel request is made. The employee/official shall provide payment to the City of any costs for the spouse, family members or guests which would need to be submitted in advance to the sponsors of the convention, seminar or meeting so that no obligation by the City exists to provide such payment and that payments are received in a timely manner by the sponsor.

~~EH.~~ If an employee/official requests travel arrangements to be made by the City, and payment is forwarded to the sponsor of the requested convention, seminar or meeting, or other travel arrangements are paid for by the City, and that employee/official fails, without good cause to attend the convention, seminar or meeting, the employee/official shall reimburse the City the amount paid by the City. Questions of good cause shall be determined in the same manner as set forth in by the City Manager (for Department Directors), by the Department Director (for City

~~employees) and the City Council (for members of City citizen advisory committees). Section C of this Article related to pre-approval of travel.~~

## ARTICLE II: GENERAL

### 1. CONTROL OF TRAVEL

- A. ~~\_\_\_\_\_~~ A positive system for control over travel, reimbursable under these regulations, is established by the City. ~~Prior providing for prior authorization is required as outlined in Article I, Section C. or approval by the City Manager (for Department Directors and, in addition to Department Director approval, for all other employees where the estimated travel cost will exceed \$350.00), by the Department Director (for City employees), and by the City Council, for members of City citizen advisory committees. The City Manager shall be informed of any employee travel requiring an overnight stay. Authorization of travel is to be exercised through the use of the current budget, or through other equally effective means.~~
- B. ~~\_\_\_\_\_~~ The employee/official shall complete the Travel Pre-Approval Section of the *City of SeaTac Travel/Purchase Authorization and Expense Claim Form* in advance of any City travel that will require reimbursement to the employee/official of any costs incurred during such travel. Documentation shall also be submitted as required by the Claim Form.
- A. ~~\_\_\_\_\_~~ Itemized Receipts. ~~T~~ ~~The City Manager is required to sign where provided in the Travel Pre-Approval Section for Department Director travel and, in addition to Department Director approval, for all other employees where the estimated travel cost will exceed \$350.00. Department Directors are required to sign for all employees in their department.~~
- B.C. ~~\_\_\_\_\_~~ The employee/official is required to request and retain itemized receipts for all expenses incurred during the period of travel. When applicable, itemized receipts from restaurants with a listing of each food and beverage selection are required, as well as itemized receipts from lodging establishments. Any other travel expenses incurred shall be supported by an itemized receipt, clearly indicating the nature of the expenditure. If an itemized receipt is not available from a given establishment, the employee/official shall complete a No Receipt/No Itemized Receipt Certification form, stating the cost of the expense and reasons for unavailability of a detailed receipt. Also see Article VI regarding the use of No Receipt Certification.
- C.D. ~~\_\_\_\_\_~~ The completed *City of SeaTac Travel/Purchase Authorization and Expense Claim Form* with actual expenses incurred and the corresponding BARS line-item numbers shall be provided to the Finance Department ~~on a timely basis~~ within 15 days of the completion of travel. The back of this form shall be completed and used to provide a daily summary-accounting of the reimbursable expenses incurred. All receipts, providing supporting documentation for the total expenses incurred during the period of travel, shall be attached to the form. The City Manager is required to sign where provided in the Actual Expenses Incurred Section for Department Director travel. Department Directors are required to sign for all employees in their department. City Manager travel expenses and City Council travel expenses shall be signed by the

chair of the Council Administration and Finance Committee after review and approval by the Committee. The City Manager (for employee expenses) or the Administration and Finance Committee (for City Manager, Advisory Committees, Civil Service Commission, Planning Commission, or City Council expenses) shall be informed of any actual travel expense reimbursement requests that exceed the estimated amount approved for such travel.

~~D.E.~~ The employee/official will be reimbursed by the City in the next regular accounts payable claims cycle. Travel Expense Vouchers are to be audited by the Finance and Systems Director.

~~E.F.~~ B. — If a question arises regarding the method of reimbursement to be allowed an employee/official under these travel regulations, the option to be selected shall be the option that is most advantageous and economical to the City. The method selected is not to be influenced by the personal travel plans of the employee/official.

~~F.G.~~ C. — Employees/officials ~~are to~~ shall exercise prudent judgement ~~in when~~ incurring travel expenses on official City business. Expenses determined to be inappropriate by an employee's supervisor or the Council will not be reimbursed or paid for by the City.

~~G.~~ D. — Before approving any travel request involving reimbursement or payment of expenses by the City, where the total distance (one way) is forty-five (45) miles or less, the City Manager (for Department Directors), the Department Director (for City employees) and the City Council (for members of City citizen advisory committees) shall determine, in advance of the travel, whether it is more economical to reimburse the employee/official for subsistence and/or lodging, or require the employee/official to return to SeaTac.

H. E. — For purposes of these regulations, the following definitions apply:

1. ~~1.~~ In-State Travel - means travel within the State of Washington.

2. Out-of-State Travel - means travel anywhere outside the boundaries of the State of Washington.

3. City Employees - means all regular, temporary or seasonal employees of the City of SeaTac, whether full-time or part-time, and whether represented by a bargaining agent or not, including but not limited to the City Manager, department heads, supervisory or management employees.

4. Appointed Officials - means all members of City boards, commissions or committees, who are not employees of the City but who have been appointed to represent the City as a non-paid volunteer on such board, commission or committee.

5. Elected Officials - means members of the City Council holding current office, whether they have been elected to that position, or appointed to fill a vacant

position on the City Council.

6. Conventions, Seminars, Meetings - refers to and includes any and all public, municipal and governmental gatherings, for municipal-political, educational and professional purposes, the attendance at which, by City employee(s) and/or public official(s) would be beneficial to and in the best interests of the City of SeaTac.

I. ~~F.——~~Maximum reimbursement of transportation expenses via commercial carrier is to be no greater than coach class or its equivalent, provided that it shall be the responsibility of the employee/official to request of the transportation vendor a "government rate," if available, unless a lower rate for the same travel service is available. Preference shall not be given to any particular carrier or routing. All exceptions are to be approved in advance by the City Manager (for Department Directors), by the Department Director (for City employees), and by the City Council (for members of City citizen advisory committees). If personal travel is combined with City-related business travel, the employee/official shall be responsible for paying the increase in airfare necessary to accommodate the personal part of the flight. In all cases, tThe City shall only pay the lowest available advance purchase coach class roundtrip airfare between Sea-Tac Airport and the City-related business destination(s). Such payment for personal travel shall accompany the City's payment to the vendor for the air travel ticket.

## 2. **DIRECT PAYMENT TO VENDORS SUPPLYING SUBSISTENCE OR LODGING**

- A. Any employee/official who requests a direct billing to the City shall receive advance approval in the same manner as set forth in Section C of Article I related to pre-approval of travel from the City Manager (for Department Directors), from the Department Director (for City employees) and from the City Council (for members of City citizen advisory committees).
- B. Direct billings to the City from vendors for expenses of individuals in travel status are not to result in a cost to the City in excess of what would be payable by way of reimbursement to the individuals involved.

## **ARTICLE III: MEALS AND LODGING**

### 1. **BASIS FOR REIMBURSEMENT - GENERAL**

- A. Reimbursement is to be for all authorized travel, subject to the restrictions provided herein, but shall not be made for expenses incurred at or between the City of SeaTac and the employee's/official's home.
- B. Reimbursement for alcoholic beverage expenses is strictly prohibited.
- C. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate", if available, any applicable sales taxes and/or hotel/motel taxes, and any ~~tip or gratuity~~ mandatory hotel service charges. The City

shall not reimburse or pay for lodging above the basic/lowest room type at a particular establishment (such as upgraded rooms). It shall be the responsibility of the employee/official to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available.

D. Maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed 20% of the total cost of the meal, and any expenses for applicable sales taxes or tips or gratuities shall not be otherwise reimbursed.

~~E.~~ E.—Reimbursement for meal expenses shall not be authorized when an employee/official does not incur expenses for specific meals because the meals are furnished as a part of a meeting, seminar or conference.

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

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

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

### A. LODGING

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

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

- |    |   |  |
|----|---|--|
| 1. | General Maximum Lodging Rates   | \$ <del>100</del> <u>120</u> .00 per night |
| 2. | Larger Metropolitan Areas<br>(Metropolitan Areas of 500,000<br>population or more)    | \$150.00 per night                         |
| 3. | Largest Metropolitan Areas<br>(Metropolitan Areas of 1,000,000<br>population or more) | \$200.00 per night                         |

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

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

Internet Access Charges at Hotels. The City will reimburse an employee/official the cost of optional internet access charges at a lodging establishment when the employee/official can document the necessity of the use of the internet for business purposes. The total allowable reimbursement for hotel internet access charges shall not exceed \$12.00 per day plus applicable tax. ~~If special or unusual circumstances or other limitations exist in connection with the lodging for a seminar, convention or meeting, higher lodging rates may be approved in advance by the City Manager (for Department Directors), by the Department Director (for City employees) and by the City Council (for members of City citizen advisory committees).~~

B. MAXIMUM MEAL ALLOWANCES

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

MAXIMUM DAILY TOTAL....\$ 64.00

The above daily amount applies to travel that extends beyond one day in duration (i.e. overnight lodging is included). In addition, the sSingle meal rates for meetings and seminars, where the meal is not provided as a part of the meeting or seminar cost, shall be reimbursed at the single meal maximum schedule as follows: Breakfast (\$14.00), Lunch (\$20.00) and Dinner (\$30.00). It is provided, however, that if meal costs exceed the above maximum amounts, a receipt and a satisfactory explanation shall be provided to the City for each meal in excess of such amounts. If no receipt is available for a meal for which an employee/official seeks reimbursement or for which the employee/official must otherwise provide an accounting, the employee/official shall provide a statement as to the cost of the meal and reasons for unavailability of a receipt. In any such case where a receipt is not providedavailable, the maximum amount that the employee/official may be reimbursed would be the amount of the maximum single meal allowance set forth above up to the maximum allowed under Article VI of this policy. Questions, concerns or reviews and decisions on challenged or questionable reimbursement meal amounts shall be determined in the same manner as set forth in Section C of Article I related to pre-approval of travel by the City Manager (for Department Directors), by the Department Director (for City employees) and by the City Council Administration & Finance Committee (for the City Manager, City Council members, and members of City citizen advisory committees). Also see Article VI regarding the use of No Receipt Certification.

~~For an employee/official to be eligible for meal allowances the employee/official must be in travel status during the normal meal period(s). To receive reimbursement for breakfast, the employee/official must be in travel status before 7:00 A.M., and for lunch before 12:00 Noon and/or return after 1:00 P.M., except where a luncheon meeting is held. For dinner, the employee/official must be in travel status until after 6:00 P.M.~~

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

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

#### C. PRIVATE VEHICLE MILEAGE REIMBURSEMENT

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

### **ARTICLE IV: OTHER TRAVEL EXPENSES**

#### 1. **REIMBURSABLE TRANSPORTATION EXPENSES**

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance. Transportation cost shall be between—provided between City Hall home and the site of the convention, seminar or meeting. However, if the employee/official travels directly between their home and the site of a convention, seminar, or meeting, the employee shall be reimbursed the cost of roundtrip travel from either City Hall or from the employee/official’s home, whichever is less. For example:

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

~~is a personal obligation of the City employee/official, and is not reimbursable by the City unless approved in advance by the City Manager (for Department Directors), by the Department Director (for employees) and by the City Council (for members of City citizen advisory committees).~~

#### 2. **MULTIPLE ATTENDEES**

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

### 3. MISCELLANEOUS TRAVEL EXPENSES

A. Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the employee/official. Reimbursable expenses include, but are not limited to:

- (a) Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls. Under most circumstances, adequate ground transportation and shuttle services are available. These modes of transportation should be considered before renting a vehicle. For one person, a rental car is a very expensive mode of travel. As the number of persons sharing the ride increases, the more economical a rental car becomes. If there are no acceptable alternatives, motor vehicle rentals are reimbursable expenses with prior authorization of the City Manager as provided in Article I, Section C. Rental vehicles shall be used for official City business only, and only employees and officials covered by the City's insurance shall be authorized to drive any rented vehicle. Liability coverage through the City's insurance carrier is in effect when persons operate rental vehicles in the course of City business. The City's insurance policy also provides property coverage on a rental vehicle while the vehicle is in the employee/official's "care and custody". It is not necessary to purchase collision damage waiver insurance offered by rental car agencies. The City will not be responsible for the loss of personal items taken from a rental vehicle. Vehicle rentals for City business should be charged on a City credit card whenever possible, but the City's insurance coverage will extend to rentals secured with an employee/official's personal credit card.
- (b) Registration fees required in connection with attendance at approved meetings, seminars or conventions.
- (c) Telephone charges that are for City business. The number, person called and purpose of call should be noted on the lodging receipt.
- (d) Tips and gratuities for other City-related business travel expenses such as taxi and airport shuttle drivers and airport luggage skycaps, not to exceed what is customary and reasonable for those services.

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

1. Valet services, entertainment expenses, radio or television rental, and other items of a similar nature. Valet services are defined as the hiring of a

personal attendant who takes care of the individual's clothes, or helps the individual in dressing, etc.

2. Taxi fares, motor vehicle rental, and other transportation costs to or from places of entertainment and other similar facilities.
3. Costs of personal trip insurance and medical and hospital services.
4. Personal telephone calls of an employee/official, except to the home of the employee/official where a brief call is made to advise members of the family of the employee/official of a change in travel plans, and except for not more than one brief call each day during City-travel related absence, where the absence is for a period of at least two full days, to the employee's/official's home to check on the employee's/official's family.
5. Personal expenses, such as personal entertainment, vehicle rentals for other than City related activities, barbers, hairdressers, etc.
6. Any tips or gratuities associated with personal expenses.

## **ARTICLE V: CITY CREDIT CARD USE**

### **1. PURPOSE OF CITY CREDIT CARDS FOR TRAVEL EXPENSES**

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

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

### **2. CREDIT CARD USE PROCEDURES**

- A. The employee/appointed official shall present the *City of SeaTac Travel/Purchase Authorization and City Credit Card Form* with the Travel/Purchase Pre-Approval Section completed to the Accounting Supervisor (or designee) in the Finance Department to obtain a credit card. The City Manager is required to sign where provided in the Travel/Purchase Pre-Approval Section for Department Director travel and, in addition to Department Director approval, for all other employees where the estimated travel cost will exceed \$350.00. Department Directors are required to sign for all employees in their department. The City Manager shall be informed of any

employee travel requiring an overnight stay.

- B. The employee/appointed official shall initial the City Credit Card logbook, acknowledging taking possession of the credit card. The employee/official is responsible for taking appropriate safety measures with the credit card while in his/her possession.
- C. A credit card number may be obtained from the Finance Department to purchase airline tickets and make lodging reservations over the telephone. A *City of SeaTac Travel/Purchase Authorization and City Credit Card Form* shall be completed and the required approval and signature obtained prior to the purchase of tickets or securing lodging reservations. If the tickets are purchased and/or the lodging is charged to the credit card by the hotel/motel a month or more in advance of the actual commencement of travel, the employee/official should complete the form and attach the receipts to it in order to expedite payment to the credit card company. A second form should then be initiated and used for the expenses incurred during the actual period of travel, as these expenses will most likely be charged during a later billing period. Under no circumstances should a credit card number previously obtained from the Finance Department be used again without its use being recorded in the City Credit Card logbook in accordance with Section B above.
- D. The employee/official is required to request and retain itemized receipts for all expenses incurred using the City credit card during the period of travel. Itemized receipts from restaurants with a listing of each food and beverage selection are required, as well as itemized receipts from lodging establishments. Any other travel expenses incurred and charged to the City credit card shall be supported by an itemized receipt, clearly indicating the nature of the expenditure. If an itemized receipt is not available from a given establishment, the employee/official shall complete a *No-Receipt/No Itemized Receipt Certification* form, stating the cost of the expense and reasons for unavailability of a detailed receipt. The customer copy of the credit card transaction receipt shall be retained in addition to the itemized receipts noted above.
- E. The credit card and the completed *City of SeaTac Travel/Purchase Authorization and Credit Card Form* with actual expenses incurred and the corresponding BARS line-item numbers shall be provided to the Finance Department within 15 working days of the expenditure or within 15 working days of the return of the employee or public official from the City travel, whichever occurs later. The back of this form shall be completed and used to provide a daily ~~summary~~ accounting of the credit card use. All receipts, providing supporting documentation for the total expenses incurred during the period of travel, shall be attached to the form. The City Manager is required to sign where provided in the Actual Expenses Incurred Section for Department Director travel. Department Directors are required to sign for all employees in their department. The City Manager shall be informed of any actual travel expenses incurred that substantially exceeded the estimated amount approved for such travel.
- F. The use of a City credit card to charge non-city business related expenditures is

strictly prohibited.

- G. If the City credit card is lost or stolen while in the possession of the employee/official, he/she shall immediately notify the credit card company and file a lost/stolen credit card report. The phone number of the credit card company, the account number of the issued credit card and the City's tax identification number will be provided to the employee/official on a small information card to be kept separate from the credit card. In addition, the employee/official shall notify the City's Finance Department of the lost/stolen credit card, and confirm that the credit card company has been notified.
- H. Pursuant to RCW 42.24.115, the City shall establish a lien against an employee/official salary for any charges made with a City issued credit card that is not properly identified or is disallowed, unless paid by the employee/official prior to the date the credit card billing is due and payable.

## **ARTICLE VI: NO RECEIPT CERTIFICATION**

### **1. MAXIMUM ALLOWABLE AMOUNT PER CALENDAR YEAR**

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

**RESOLUTION NO. 10-005**

A RESOLUTION of the City Council of the City of SeaTac, Washington setting the meeting times of Council Committees and repealing Resolution 09-004.

**WHEREAS**, the City Council desires to set the meeting schedule for Council Committees; and

**WHEREAS**, it is necessary adopt a schedule by formal Resolution in order to comply with the Open Public Meetings Act;

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

**Section 1.** Resolution 09-004 is hereby repealed.

**Section 2.** All Committee Meetings of the City Council shall be open to the public and shall be held at the SeaTac City Hall, 4800 South 188<sup>th</sup> Street, SeaTac, Washington 98188, as follows:

Administration and Finance Committee (A&F)  
3:00 p.m. on the second Tuesday of each month.

Public Safety and Justice Committee (PS&J)  
4:00 p.m. on the second Tuesday of each month.

Land Use and Parks Committee (LUP)  
2:30 p.m. on the fourth Tuesday of each month.

Transportation and Public Works Committee (T&PW)  
4:00 p.m. on the fourth Tuesday of each month.

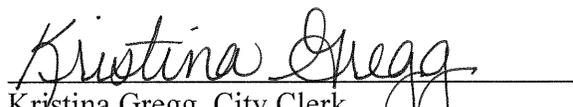
and except that, if any such meeting shall fall upon a holiday, the scheduled meeting shall be held on the next business day, commencing at the same hour.

PASSED this 9th day of February, 2010 and signed in authentication thereof on this 9th day of February, 2010.

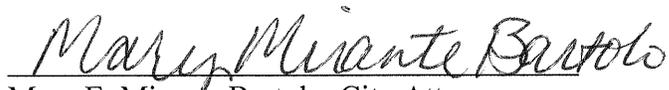
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Committee Meeting Date & Times]

**RESOLUTION NO. 10-006**

A RESOLUTION of the City Council of the City of SeaTac, Washington related to the small works roster process for award of public works contracts and a consulting services roster for architectural, engineering and other professional services.

**WHEREAS**, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

**WHEREAS**, in order to be able to implement small works roster processes, the City is required by law to adopt a resolution establishing specific procedures; and

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

**Section 1.** Resolution No. 07-020 is hereby repealed.

**Section 2. MRSC Rosters.** The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state wide electronic databases for small works roster and consulting services developed and maintained by MRSC. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

**Section 3. Small Works Rosters.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

- a. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated total cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of all labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited public works process. When determining whether a project is being broken into units or phases that would prohibit the use of the Small Works Roster Process, factors that should be considered should include whether the units

or phases are being constructed in close proximity in time or location, whether the work is budgeted or funded so as to be considered a single project, whether the work of one unit or phase is necessary for the construction of the other, and whether the work is encompassed in the same permits or environmental review documents.

- b. **Publication.** At least once a year, on behalf of the City, MRSC is authorized to publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City shall require master contracts to be signed that become effective when a specific award is made using a small works roster.
  
- c. **Telephone or Written Quotations.** The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).
  - 1. A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
  
  - 2. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over the contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the City may choose to solicit quotations from less than all the appropriate contractors on the appropriate small works roster but, in such cases, shall also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City

has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) Mailing a notice to these contractors; or
- (iii) Sending a notice to these contractors by facsimile or email.

- 3. At the time quotations are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's quotation for the same project;
- 4. A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the quotation. Immediately after an award is made, the quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

- d. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialpersons, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

- e. **Determining Lowest Responsible Bidder.** The contract for public works projects shall be awarded to the lowest responsible bidder provided that,

whenever there is a reason to believe that the lowest acceptable quotation is not the best price obtainable, all quotations may be rejected and the City may call for new quotations. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by RCW 39.04.350 and who meets any supplementary bidder responsibility criteria established by the City.

- f. **Award.** All of the telephone quotations shall be collected and presented at the same time to the Council for consideration, determination of the lowest responsible bidder, and award of the contract. However, the City Council may delegate the authority to award contracts and reject bids by Ordinance, Resolution, or other Council action.
  
- g. **Applicability.** This Section 3 of this Resolution only applies to “Public Work” as defined by RCW 39.04.010 and the procedures set forth in this Section supersede the requirements set forth in SMC 3.30. Furthermore, the provisions of RCW 39.08 regarding payment and performance bond requirements, RCW 60.28 regarding retainage, and RCW 39.12 regarding prevailing wages are expressly applicable, except as provided under the Limited Public Works Process established in paragraph (d) of this Section.

#### **Section 4. Consulting Services Rosters.**

- a. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
  
- b. **Publication.** At least once a year, on behalf of the City, MRSC is authorized to publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City’s projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City shall require master contracts to be signed that become effective when a specific award is made using a consulting services roster.
  
- c. **Professional Architectural and Engineering Services.** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City’s projected requirements for any category or type of professional or other consulting

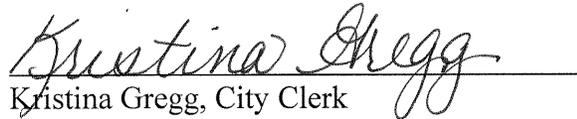
services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the City and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

PASSED this 9th day of February, 2010 and signed in authentication thereof on this 9th day of February, 2010.

CITY OF SEATAC

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Small Works Roster]

**RESOLUTION NO. 10-007**

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the bylaws of the SeaTac Planning Commission.

**WHEREAS**, State law (RCW 35A.63.020) authorized the City to create a planning agency and provide for its membership; and

**WHEREAS**, the City Council created a planning agency, known as the Planning Commission, on July 20, 1990 and authorized rules of procedure (i.e., Bylaws); and

**WHEREAS**, the Planning Commission has proposed revisions to its bylaws, which were approved by the Planning Commission on March 2, 2010; and

**WHEREAS**, the City Council finds approval of the amended bylaws as approved by the Planning Commission to be appropriate;

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

The Planning Commission's amended bylaws, in the form attached as Exhibit A to this Resolution, are hereby approved.

**PASSED** this 9th day of March, 2010, and signed in authentication thereof on this 9th day of March, 2010.

**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 3/9/10 ]

[2010 Amend Planning Commission Bylaws]

# **BYLAWS OF THE CITY OF SEATAC PLANNING COMMISSION**

We, the members of the Planning Commission of the City of SeaTac, State of Washington, created pursuant to Chapter 35A.63 of the Revised Code of Washington and Chapter 2.15 of the SeaTac Municipal Code, do hereby adopt the following BYLAWS:

## **ARTICLE 1 – NAME**

### Section 1.1

The official name of the commission is the "Planning Commission of the City of SeaTac" per SMC 2.15.010.

### Section 1.2

The official seat of the Commission is the City Hall of the City of SeaTac.

## **ARTICLE 2 – JURISDICTION**

### Section 2.1

The purpose and intent of the Commission is to promote orderly physical development; prepare and recommend regulations, amendments, extensions, or additions to the regulations or plans for physical development; and review and make recommendations, hold public hearings, and establish regulations and standards regarding plats, plans for subdivisions or dedications of land situated within the boundaries of the City or proposed for annexation to the City.

## **ARTICLE 3 – RELATIONS TO CITY STAFF**

### Section 3.1

The Planning and Community Development Department staff of the City, as assigned by the City Manager, shall provide staff assistance and serve as liaison between the Planning Commission and those boards and commissions not represented on the Planning Commission, and shall also serve to facilitate communication by the Planning Commission to the City Council.

## **ARTICLE 4 – FUNCTIONS AND DUTIES**

The Commission, pursuant to SMC 2.15.110 through 2.15.140, shall have the following major functions:

Section 4.1

Serves as an advisor to the SeaTac City Council in order to promote the orderly physical development and growth of the City;

Section 4.2

Prepare a comprehensive plan for the City, in accordance with state law, and recommend not more than once a year to City Council such changes, amendments or additions to the comprehensive plan as may be deemed desirable for the physical, social and economic development of the City;

Section 4.3

Recommend, or prepare and recommend, for the adoption by Council, regulations, amendments, extensions or additions to such regulations or plans for the physical development of the City in the interests of health, safety or general welfare;

Section 4.4

Review and make recommendations to the Council on such development regulations which may be deemed necessary and which shall be consistent with and shall implement the comprehensive plan;

Section 4.5

Act as a research and fact finding agency of the City, with the assistance of the Director of Planning and Community Development, in regard to growth management/annexation, land use, transportation, environmental management, parks/recreation/open space, housing, utilities, historic resources, community quality/design, economic development and capital facilities. The Commission, with the assistance of the Director of Planning and Community Development, shall conduct such surveys, analysis, studies and reports as are generally authorized or requested by the City Council;

Section 4.6

Conduct advanced planning for public works programs and the long-range capital budget;

Section 4.7

Establish such other work project priorities as the City Council may direct;

Section 4.8

Review, discuss and analyze work products, projects and recommendations of other City commissions that may relate to the functions and duties of the Commission, and when appropriate, actions of Hearing Examiner, which may indicate the need for amendments to the Municipal Code;

Section 4.9

Review, discuss and analyze work products and projects as may be referred to the Commission by the Council or Staff, and when appropriate, solicit and consider input from other Boards or Commissions which may have an interest in the subject mater;

Section 4.10

With City Council approval, form ad hoc committees from within as well as outside its membership, to study specific problems or projects which may arise from time to time.

Section 4.11

Hold public hearings or public meetings, as required by the SeaTac Municipal Code or State law, or as requested by the City Council.

**ARTICLE 5 – MEMBERSHIP**

Section 5.1

The Commission shall be composed of five (5) members that shall include three (3) members that are residents of the City and two (2) members shall own, operate or be employed by business entities located within the City, but if such candidates cannot be found, then the fourth and/or fifth member shall be residents of the City.

Section 5.2

The members of the Planning Commission shall be appointed by the Mayor, subject to confirmation by the City Council.

Section 5.3

Members of the Planning Commission shall serve for a term of three years, or until appointment of a successor member, whichever is later.

Section 5.4

If a member of the Planning Commission shall be absent, without prior notification and excuse, from three (3) consecutive regularly scheduled meetings of the Commission, the

Chairperson shall report that fact and circumstances to the Mayor, who may declare the position held by that member vacant and a new member may be appointed in the manner set forth above.

#### Section 5.5

Absences from six (6) convened meetings by any Commission member, excused or unexcused, occurring within a twelve-month period, may likewise be grounds for removal.

### ARTICLE 6 – MEETINGS

#### Section 6.1

Regular meetings are held the ~~second~~first and ~~fourth~~third ~~Monday~~Tuesday of each month, except when the Planning Commission sets an alternative meeting time, for the expressed purpose of conducting business and taking formal action. Agendas are issued and the proceedings of the meetings are recorded and published in the form of adopted meeting minutes.

#### Section 6.2

The Director of Planning and Community Development, or designee, shall attend each meeting of the Planning Commission and shall ensure that minutes of each meeting are taken and published. The Director, or designee, shall provide copies of the published minutes to each member of the City Council.

The Planning Commission shall provide to the City Council a written summary of every public hearing held by the Commission at a following study session or regular meeting of the City Council but not less than two weeks prior to the Council's action on the subject of the public hearing. If deemed necessary by the Planning Commission due to time factors, an oral summary report on a public hearing may be given within said two week time period to the City Council by a Planning Commission member or the Director of Planning and Community Development.

#### Section 6.3

The Planning Commission may hold joint meetings with one or more city or county planning agencies and may engage in regional planning activities.

#### Section 6.4

Special meetings may be called by the Chairperson as needed and formal action may be taken. Agendas are issued and the proceedings of the meetings are recorded and published in the form of adopted meeting minutes. Notice of any special meeting shall be issued as required by state law.

## Section 6.5

Workshop meetings are held as needed for the purpose of providing work sessions for the development, review and discussion of draft documents, studies and reports. Agendas are issued; however, the proceedings are not recorded or published, and no formal action may be taken.

## Section 6.6

All meetings shall be held in the Council Chamber, SeaTac City Hall starting at 5:30 p.m., unless otherwise directed by the Chairperson.

## Section 6.7

All meetings shall be open public meetings as required by state law.

# **ARTICLE 7 – OFFICERS**

## Section 7.1

The officers of the Commission shall consist of a Chairperson and Vice-Chairperson, elected from the appointed members of the Commission. The election of officers shall take place the first regular meeting of February of each year, unless otherwise directed by the Chairperson. The term of office for each officer shall run until the next subsequent election of new officers; provided, however, that any officer may be removed at any time by a majority vote of the entire Commission.

## Section 7.2

If the position of Chairperson becomes vacant, the Vice-Chairperson shall automatically become Chairperson until the next election of officers, as provided in Section 7.1. If the position of Vice-Chairperson becomes vacant, the Commission shall elect a Vice-Chairperson at the next regular meeting after the vacancy occurs.

## Section 7.3

The election of Chairperson or Vice-Chairperson requires the affirmative vote of at least three commission members. The election of an Officer shall be continued to the next regularly scheduled meeting should the commission be unable to select an Officer in accordance with this Section.

# **ARTICLE 8 – DUTIES OF OFFICERS**

## Section 8.1

Chairperson – The chairperson shall preside over the meetings of the Commission and may exercise all powers usually incident to the office, retaining as a member of the

Commission, however, the full right to have a vote recorded on all deliberations of the Commission. The City Council Committee liaison(s) shall be appointed, as needed, by the Planning Commission from within its membership.

#### Section 8.2

Vice-Chairperson – The Chairperson being absent, the Vice-Chairperson shall preside as acting Chairperson for the meeting. If both the Chairperson and Vice-Chairperson are absent, a member of the Commission shall be designated as acting Chairperson for the meeting.

#### Section 8.3

Secretary – The Secretary, a designated city staff member, shall keep a record of all meetings of the Commission and those records will be retained at such office as the Commission may direct. The Secretary shall also perform such other ministerial functions relating to the position of Secretary as directed, including to facilitate communication by the City Council.

### **ARTICLE 9 – QUORUM**

#### Section 9.1

Three (3) members of the Commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting shall be deemed as the action of the Commission.

### **ARTICLE 10 – AGENDA/RULES OF ORDER**

#### Section 10.1

The regular order of business shall be as follows, but may be adjusted as needed:

- Call to Order/Roll Call
- Approval of Minutes
- Public Hearing (if applicable), Including an Explanation of Public Hearing Procedures and a Staff Presentation
- Old Business
- New Business
- City Council Committee Liaison Report(s)
- Planning Director/Staff Report
- Commission Comments
- Adjournment

Section 10.2

Regular and special meetings of the Commission shall be conducted under the most recent edition of Roberts Rules of Order, except as otherwise addressed by these Bylaws.

**ARTICLE 11 – PUBLIC HEARINGS**

Section 11.1

The following procedure shall apply to Public Hearings held by the Planning Commission:

- The Director of Planning and Community Development or designee shall present the issue to the Planning Commission and respond to questions.
- A person may speak for up to three minutes, although up to ten minutes may be granted by the Chairperson if a person is speaking for a group of at least five people in attendance at the Public Hearing. The Chairperson may establish longer time periods, if there is unanimous concurrence by the rest of the Commission.
- The Planning Commission may ask questions of the speaker and the speaker may respond, but may not engage in further debate.

The Public Hearing will then be closed, but Planning Commission discussion may ensue if the Commission so desires.

**ARTICLE 12 – COMPENSATION/EXPENSES**

Section 12.1

The members of the Planning Commission shall serve without compensation.

Section 12.2

The City Council may appropriate a budget for use of the Planning Commission in meeting such expenses and expenditures as may be necessary. The City shall provide to the Planning Commission adequate space and facilities and necessary supplies to facilitate the official business of the Commission. It should be noted that the Planning and Community Development Department is designated to provide space and the necessary supplies to facilitate the official business of the Commission.

**ARTICLE 13 – CONFLICTS OF INTEREST**

Section 13.1

If any member of the Planning Commission concludes that such member has a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Commission, that member shall disqualify himself or herself from participating in the deliberations and the decision-making process with respect to that matter. If the Mayor and City Manager conclude that a member has a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Commission, that member shall be disqualified from participating in the deliberations and the decision-making process with respect to that matter. In either event, the Mayor may appoint, without necessity of confirmation by the City Council, a person to serve as an alternate on the Planning Commission in regard to that particular matter.

**ARTICLE 14 – AMENDMENT**

Section 14.1

These Bylaws and Rules of Procedure may be amended by the City Council. Any amendments proposed by the Commission must be forwarded by the Commission to the City Council for consideration by the affirmative vote of a majority of the entire Commission membership during the course of a regular or special meeting; provided, however, that the amendment was proposed at a prior regular or special meeting.

PASSED by the SeaTac Planning Commission on the \_\_\_\_ day of \_\_\_\_, 2010.

\_\_\_\_\_, Chairperson  
SeaTac Planning Commission

PASSED by City Council Resolution No. \_\_\_\_ on the \_\_\_\_ day of \_\_, 2010.

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to form:

\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

**RESOLUTION NO. 10-008**

A RESOLUTION of the City Council of the City of SeaTac, Washington directing the City Manager to investigate, research, and provide options to the City Council for consideration regarding combining various departments and divisions of the City.

**WHEREAS**, the City Council believes that it is may be in the best interest of the City to reorganize the Planning Department, Facilities Department, Public Works Department, and Economic Development Division;

**WHEREAS**, the City Council directs the City Manager to investigate, research, and provide options to the Council for consideration regarding combining these departments and divisions;

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

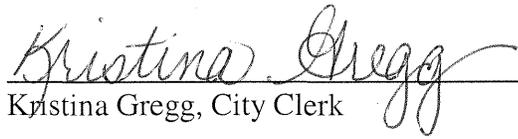
1. Within 90 days, the City Manager is directed to investigate, research, and provide options to the Council for consideration regarding combining the Planning Department, the Facilities Department, the Public Works Department, and the Economic Development Division.

**PASSED** this 9th day of March, 2010, and signed in authentication thereof on this 9th day of March, 2010.

**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

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

[Department Consolidation Resolution]

**RESOLUTION NO. 10-009**

A RESOLUTION of the City Council of the City of SeaTac, Washington repealing a moratorium in the SeaTac/Airport Station Area, as established by Resolution 09-023.

**WHEREAS**, the City Council passed Resolution 09-023, which established a moratorium on the acceptance of applications for rezones, land use permits, development permits, and building permits for new construction of commercial and multi-family structures, affecting any property located within the SeaTac/Airport Station Area; and

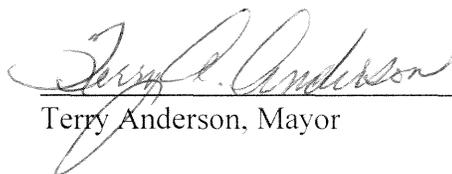
**WHEREAS**, it is appropriate to repeal the moratorium as passed in Resolution 09-023 at this time;

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

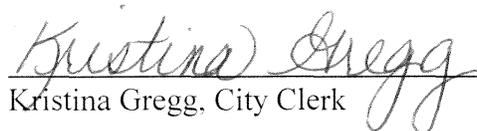
**Section 1.** The moratorium, as established by City Council Resolution 09-023, is hereby repealed.

**PASSED** this 23rd day of March, 2010 and signed in authentication thereof on this 23rd day of March, 2010.

**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo  
Mary E. Mirante Bartolo, City Attorney

[Repeal Resolution 09-023]

**RESOLUTION NO. 10-010**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a Local Agency Agreement with Washington State Department of Transportation (WSDOT) for federal aid funding of the South 154th Street Improvements Project and any subsequent documents related to the agreement.

**WHEREAS**, the City of SeaTac has been awarded a grant of Federal Surface Transportation Program (STP) funds through the Puget Sound Regional Council (PSRC) competitive process for construction of the South 154th Street Improvements Project between 24th Avenue South and 32nd Avenue South; and

**WHEREAS**, the federal STP funds are administered by WSDOT on behalf of the Federal Highway Administration; and

**WHEREAS**, a Local Agency Agreement between the City and WSDOT, formalizing provisions and financial responsibilities, is required prior to authorizing use of federal funds on local projects.

**WHEREAS**, matching funds as required by the federal STP funding legislation are included in the current approved budget.

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

**WASHINGTON HEREBY RESOLVES as follows:**

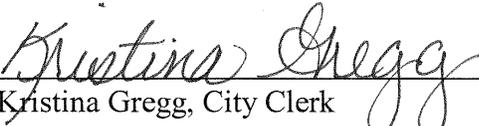
That the federal STP grant, in the amount of \$1,500,000, is hereby approved for acceptance by the City for construction of the South 154th Street Improvements Project and the City Manager or his designee is hereby authorized to execute a Local Agency Agreement with WSDOT and any subsequent documents related to said grant.

PASSED this 23rd day of March, 2010 and signed in authentication thereof on this 23rd day of March, 2010.

**CITY OF SEATAC**

  
\_\_\_\_\_  
Terry Anderson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

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

Local Agency Agreement with WSDOT  
South 154<sup>th</sup> Street Improvement Project

**RESOLUTION NO. 10-011**

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2011-2020.

**WHEREAS**, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

**WHEREAS**, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

**WHEREAS**, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

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

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

1. The Ten-Year Transportation Improvement Program (TIP) for the years 2011-2020, a copy of which is attached hereto as Exhibit "A", is hereby adopted.

**PASSED** this 22nd day of June, 2010 and signed in authentication thereof this day of June 22, 2010

CITY OF SEATAC

  
Terry Anderson, Mayor

ATTEST:

*Marcia Rugg, Deputy City Clerk*  
Kristina Gregg, Clerk

Approved as to Form:

*Mary Mirante Bartolo*  
Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2011-2020]

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority RES 10 - ---

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>MP-034</b>	<b>Commute Trip Reduction Annual Element</b>					
<b>1</b>	Provide for review, approval and monitoring of the CTR programs for major employers within the City including the implementation of the City's CTR program.	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$81,000 WSDOT)	(\$108,000 WSDOT)
<b>ST-130</b>	<b>S 154th St Improvements (24th Ave S to 32nd Ave S)</b>	<b>\$2,100,000</b>				
<b>2</b>	Reconstruct and widen roadway as necessary to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, undergrounding of utility lines, curbs, gutters and sidewalks.	C \$5,000,000 (TIB \$1,700,000, FED \$1,200,000)				
<b>ST-827</b>	<b>2010 Neighborhood Pedestrian Improvements - S 138th Street Sidewalk Project (24th Ave S to Military Road S)</b>	<b>\$1,310,000</b>				
<b>3</b>	This is the 2010 Project in the Annual Pedestrian Improvement Program. Improvements include construction of approximately 0.7 mile of new sidewalk, curb and gutter, storm drainage improvements, retaining walls, and fencing.	C \$1,310,000				
<b>ST-828</b>	<b>2011 Neighborhood Pedestrian Improvements - S 164th Street Sidewalk Project (34th Ave S to Military Road)</b>	<b>\$250,000</b>	<b>\$1,311,000</b>			
<b>4</b>	This is the 2011 Project in the Annual Pedestrian Improvement Program. Improvements include construction of approximately 0.7 mile of new sidewalk, curb and gutter, storm drainage improvements, retaining walls, and fencing.	D \$250,000	C \$1,311,000			
<b>ST-881</b>	<b>2011 Annual Street Overlays</b>	<b>\$400,000</b>				
<b>5</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
<b>ST-065</b>	<b>Des Moines Memorial Dr &amp; S 200th St Intersection Improvements</b>	<b>\$200,000</b>	<b>\$750,000</b>			
<b>6</b>	Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal and channelization improvements. The improvements would be done in partnership with Des Moines. They are needed to facilitate the SR-509 Interim Trail.	D \$200,000	C \$1,100,000 (Des Moines \$350,000)			
<b>ST-848</b>	<b>Lake to Sound Trail (DMMD - City Limit @ SR 509 to S 156th St)</b>		<b>\$1,650,000</b>			
<b>7</b>	This portion of the multi-jurisdictional Lake to Sound Trail project is located in SeaTac. A bicycle and pedestrian trail would be extended south from S 156th Street along Des Moines Memorial Drive to SR 509. The improvements are being designed by King County. The Lake to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	D King County	C \$1,650,000			
<b>GE-037</b>	<b>Transportation Plan Update</b>	<b>\$500,000</b>	<b>\$500,000</b>			
<b>8</b>	Conduct Transportation Study to evaluate transportation network. Update transportation model. Identify operational and safety problems. Propose mitigation projects, where necessary. Estimate costs and propose funding measures.	S \$500,000	S \$500,000			

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>MP-842</b>	<b>Rental Car Facility Access Ramp (S 160th St to N Airport Expressway)</b>					
<b>POS</b>	A new one-lane ramp from S 160th St northbound to the North Airport Expressway to provide access for rental car customers to eastbound SR 518 from the future Rental Car Facility.	C POS				
<b>MP-847</b>	<b>S 160th St (28th Ave S to International Blvd) &amp; International Blvd (SR 518 to S 160th St)</b>					
<b>POS</b>	Widen 160th to 5 lanes to accommodate Rental Car Facility. Install curb, gutter on both sides, sidewalk on one side. Underground overhead utility lines. Widen bridge over SR 518 for one additional northbound lane. Improve signal at SR 518 on-ramp to include northbound u-turn.	C POS				
<b>ST-850</b>	<b>I-5 to SR 509 Interim Trail</b>					
<b>WSDOT</b>	Construct an interim shared use trail within the SR-509 extension right-of-way from the trail head in S. 200th Street to S. 188th Street. A portion of this trail would be relocated in conjunction with the future SR-509 Extension.		D C WSDOT			
<b>ST-849</b>	<b>Lake to Sound Trail, (DMMD - 8th Ave S to SR 509)</b>					
<b>Outside City Limits</b>	This portion of the multi-jurisdictional Lakes to Sound Trail project is located in Burien. A bicycle / pedestrian trail would be extended south of SR 509 along Des Moines Memorial Drive to 8th Ave S. The improvements are being designed by King County. The Lakes to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C Burien				
<b>ST-145</b>	<b>24th Ave S (S 208th St to S 216th St)</b>					
<b>Outside City Limits</b>	Segment of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D, C Des Moines	C Des Moines			
<b>ST-146</b>	<b>S 216th Street (19th Ave S to 24th Ave S)</b>					
<b>Outside City Limits</b>	Segment 2 of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	C Des Moines	C Des Moines		
<b>ST-147</b>	<b>S 216th Street (24th Ave S to 29th Ave S)</b>					
<b>Outside City Limits</b>	Segment 1A of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	D Des Moines	C Des Moines	C Des Moines	
<b>MP-024C</b>	<b>Link Light Rail (SeaTac/Airport Station to S 200th St)</b>					
<b>ST</b>	Construct separated rail tracks and new station at S 200th St with pedestrian drop-off and bus station facilities.	D ST	D ST	C ST	C ST	

RES 10 - ---

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

RES 10 - ---

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>ST-829</b>	<b>2012 Neighborhood Pedestrian Improvements</b>		<b>\$250,000</b>	<b>\$1,342,000</b>		
<b>9</b>	Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. Projects will be selected from the Sidewalk Ad Hoc Committee's Priority Map.		D \$250,000	C \$1,342,000		
<b>ST-882</b>	<b>2012 Annual Street Overlays</b>		<b>\$400,000</b>			
<b>10</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
<b>ST-122</b>	<b>Military Road S Improvements (S 176th St to S 166th St)</b>		<b>\$450,000</b>	<b>\$450,000</b>	<b>\$6,500,000</b>	
<b>11</b>	Reconstruct roadway to provide for drainage and bicycle and pedestrian facilities. Improvements include curb, gutter, sidewalk, bicycle lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding utility lines.		D \$450,000	D \$450,000	C \$6,500,000	
<b>ST-125</b>	<b>Military Road S (S 152th St to S 150nd St)</b>		<b>\$300,000</b>	<b>\$1,760,000</b>		
<b>12</b>	Widen existing roadway and construct sidewalks, pavement overlay, street lighting, undergrounding aerial utilities, landscaping, and storm drainage. Provide access and circulation improvements for vehicle and pedestrain movements in support of redevelopment of the S 154th Street Station Area.		D \$300,000	C \$1,760,000		
<b>ST-830</b>	<b>2013 Neighborhood Pedestrian Improvements</b>			<b>\$250,000</b>	<b>\$1,374,000</b>	
<b>13</b>	Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. The Project location will be selected from the Sidewalk Ad Hoc Committee's Priority Map.			D \$250,000	C \$1,374,000	
<b>ST-883</b>	<b>2013 Annual Street Overlays</b>			<b>\$400,000</b>		
<b>14</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
<b>ST-142</b>	<b>S 152nd St Improvements (Military Rd S to International Blvd)</b>			<b>\$200,000</b>	<b>\$880,000</b>	
<b>15</b>	Construct right turn lane, curb, gutter, sidewalk to facilitate potential Military Rd closure between S 152nd and International Blvd in accordance with the Station Area Plan.			D \$200,000	C \$880,000	
<b>ST-126</b>	<b>S 152th Street Improvements (30th Ave. S. to Military Road S)</b>			<b>\$800,000</b>	<b>\$4,600,000</b>	
<b>16</b>	Widen existing roadway and construct sidewalks, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrain movements in support of redevelopment.			D \$800,000	C \$4,600,000	

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>ST-148</b>	<b>S 154th St Transit Station Area Improvements</b>			<b>\$1,000,000</b>	<b>\$6,500,000</b>	
<b>17</b>	Construct new streets as envisioned in the South 154th Street Station Area Plan. Improve and create pedestrian connections. Area generally bounded by S 152nd St, SR 518, 30th Ave S and International Blvd.			D \$1,000,000	C \$6,500,000	
<b>ST-015</b>	<b>34th Ave S Improvements (S 160th St to S 176th St)</b>			<b>\$450,000</b>	<b>\$6,650,000</b>	
<b>18</b>	Reconstruct roadway install drainage, curb, gutter and sidewalks. Install traffic calming measures Underground utility lines.			D \$450,000	D \$450,000 C \$6,200,000	
<b>ST-831 ST-832 ST-833</b>	<b>Neighborhood Pedestrian Improvements</b>				<b>\$5,069,000</b>	
<b>19</b>	Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. Projects will be selected from the Sidewalk Ad Hoc Committee's Priority Map.					
<b>ST-884 ST-885 ST-886</b>	<b>Annual Street Overlays</b>				<b>\$1,250,000</b>	
<b>20</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
<b>ST-033</b>	<b>International Blvd. at SR 518</b>				<b>\$9,600,000</b>	<b>\$5,400,000</b>
<b>21</b>	Construct interchange improvements consistent with WSDOT's Route Development Plan. Elements may include modification to S 154th St exit ramp and new eastbound exit ramp to northbound International Blvd.				D \$2,000,000 ROW \$1,000,000 C \$6,600,000	C \$5,400,000
<b>ST-834 ST-835 ST-836 ST-837</b>	<b>Neighborhood Pedestrian Improvements</b>					<b>\$7,244,000</b>
<b>22</b>	Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. Projects will be selected from the Sidewalk Ad Hoc Committee's Priority Map.					

RES 10 - ---

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
ST-887 ST-888 ST-889 ST-890	Annual Street Overlays					\$1,800,000
23	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-024	<b>S 142nd St/S 144th St (Des Moines Memorial Dr S to 24th Ave S)</b>					\$11,800,000
24	Improve existing arterial roads to serve planned north end development. Provide sidewalks and non-motorized path. Signal improvements at S 142nd/Des Moines Memorial Dr.					D \$1,840,000 ROW \$960,000 C \$10,000,000 (POS \$1,000,000)
MP-013	<b>South Access (Airport Drives to SR 509 Extension)</b>					\$13,600,000
25	Construct new arterial or limited access roadway to connect the south end of the Airport to the new SR 509 extension with at-grade intersection at S 200th St.					(POS \$88,400,000)
ST-004 ST-077	<b>S 200th St (International Blvd. to South Access and SR 509 Ramps to Des Moines Mem Dr. )</b>					\$5,500,000
26	Widen to a three to five lane urban arterial the areas of S. 200th Street outside the SR 509 Improvements with curb, gutter, sidewalk, bicycle lanes, associated intersection improvements, consolidation of driveways and possible undergrounding of overhead utility improvements.					D \$500,000 C \$5,000,000
ST-141	<b>32nd Ave S (S 170th St to S 176th St)</b>					\$8,000,000
27	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					\$8,000,000
ST-022	<b>Military Rd S (S 128th St to S 150th St)</b>					\$12,250,900
28	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for left turn lanes at significant intersections.					D \$1,400,000 C \$10,850,900
ST-022	<b>Military Rd S &amp; S 160th St (International Blvd to S 166th St)</b>					\$7,400,000
29	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for continuous left turn lanes and underground overhead utilities.					D \$900,000 C \$6,500,000
ST-018	<b>Military Road S (S 188th St to I-5 south of S 200th St)</b>					\$5,858,200
30	Reconstruct roadway to provide drainage and pedestrian facilities along the roadway.					D \$600,000 C \$5,258,200

RES 10 - ---

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>ST-112</b>	<b>Military Road S (S 200th St to S 208th St)</b>					<b>\$4,419,100</b>
<b>31</b>	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for left turn lanes as needed.					D \$500,000 C \$3,919,100
<b>ST-047</b>	<b>Military Road S (S 208th St to S 216th St)</b>					<b>\$3,177,800</b>
<b>32</b>	Reconstruct and wide roadway to provide for drainage and pedestrian facilities on both sides of the roadway.					D \$300,000 C \$2,877,800
<b>ST-031</b>	<b>Military Rd (South City Limits to S 216th St)</b>					<b>\$8,853,900</b>
<b>33</b>	Reconstruct and widen roadway to provide for drainage and pedestrian facilities on both sides of the roadway.					D \$1,000,000 C \$7,853,900
<b>ST-072</b>	<b>Des Moines Memorial Dr. (S 136th St to SR 518)</b>					<b>\$6,256,000</b>
<b>34</b>	Reconstruct and widen roadway to 36 ft. to include storm drainage, landscaping, bicycle lanes, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalk (one side).					D \$700,000 C \$5,556,000
<b>ST-028</b>	<b>Des Moines Memorial Dr. (S 128th St to S 136th St)</b>					<b>\$4,175,600</b>
<b>35</b>	Reconstruct and widen roadway to 36 ft. to include storm drainage, curb, gutter, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modification of overhead utility lines.					D \$333,800 R/W \$841,800 C \$3,000,000
<b>ST-029</b>	<b>Des Moines Memorial Dr. (SR 518 to S 156th St)</b>					<b>\$4,352,400</b>
<b>36</b>	Reconstruct and widen roadway to 36 ft. to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$500,000 C \$3,852,400
<b>ST-049</b>	<b>Des Moines Memorial Dr. (S 156th St to SeaTac City Limits @ SR 509)</b>					<b>\$5,135,300</b>
<b>37</b>	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					D \$600,000 C \$4,535,300
<b>ST-051</b>	<b>Des Moines Memorial Dr. (S 194th St to S 208th St)</b>					<b>\$5,180,200</b>
<b>38</b>	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					D \$650,000 C \$4,530,200
<b>ST-079</b>	<b>S 144th St (24th Ave S to Military Rd S)</b>					<b>\$3,400,000</b>
<b>39</b>	Reconstruct roadway to provide for drainage and pedestrian facilities. Improvements include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$3,000,000

RES 10 - ---

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority	Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>ST-041</b>	<b>S 170th St (Military Road S to 51st Ave S)</b>					<b>\$2,487,400</b>
<b>40</b>	Reconstruct roadway to 36 feet to provide for drainage and pedestrian facilities Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$400,000 C \$2,078,400
<b>ST-084</b>	<b>40th Ave S (S 176th St to S 166th St)</b>					<b>\$2,993,400</b>
<b>41</b>	Reconstruct roadway to 36 feet to provide for drainage and pedestrian facilities Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$500,000 C \$2,493,400
<b>ST-140</b>	<b>S 216th St (I-5 to 35th Ave S)</b>					<b>\$350,000</b>
<b>42</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
<b>ST-139</b>	<b>16th Ave S (S 188th St to S 192nd St)</b>					<b>\$750,000</b>
<b>43</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
<b>ST-150</b>	<b>8th Ave S (S 186th St to S 188th St)</b>					<b>\$800,000</b>
<b>44</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
<b>ST-044</b>	<b>S 195th Street (International Blvd. to 28th/24th St)</b>					<b>\$1,734,100</b>
<b>45</b>	Construct a new three lane roadway to provide an additional access point to the Aviation Business Center.					D \$300,000 R/W \$450,000
<b>ST-069</b>	<b>S 208th Street (International Blvd. to 28th/24th St)</b>					<b>\$1,116,500</b>
<b>46</b>	Widen roadway to three to five lanes depending on the existing and proposed level of development in the Aviation Business Center.					D \$200,000 C \$916,500
<b>ST-136</b>	<b>32nd Ave S (S 200th St to S 204th St)</b>					<b>\$1,500,000</b>
<b>47</b>	This is a City project in conjunction with the SR 509 Extension. Install sidewalks and neighborhood traffic calming measures.					D \$200,000 C \$1,300,000
<b>ST-131</b>	<b>28th/24th Ave S Arterial (S 202nd St to S 208th St) Phase 2</b>					
<b>48</b>	To improve connections to SR 509, construct a four to five lane arterial including bicycle lanes, curb, gutter, sidewalk, storm drainage, street lighting, signalization, channelization, landscaping, utilities, undergrounding of utility lines and paving. Funded by the adjacent property development or LID					D \$3,000,000 R/W \$1,000,000 C \$19,000,000 LID
<b>MP-043</b>	<b>SR 509 Extension (Des Moines Memorial Dr. S to I-5)</b>					
<b>WSDOT</b>	Construct new 4 lane full access control freeway to connect existing SR 509 freeway terminus with I-5.					\$1,500,000,000 WSDOT

RES 10 - ---

**Exhibit A**

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

**2011 - 2020 Transportation Improvement Program**

Project No. and Priority RES 10 - ---

Project Title and Description	2011	2012	2013	2014-2016	2017-2020
<b>ST-132</b> S 208th St (International Blvd to SR 509 & SR 509 to 34th Ave S)					
<b>WSDOT</b> In conjunction with the extension of SR 509, terminate roadway either side of SR 509. Widen roadway to 36 feet and construct sidewalks both sides on eastern portion and west cul-de-sac.					\$1,000,000 WSDOT
<b>ST-133</b> 34th Ave S (S 204th St to S 211th St)					
<b>WSDOT</b> In conjunction with SR 509 Extension, construct new 36 foot wide roadway with sidewalk on one side.					\$4,500,000 WSDOT
<b>ST-134</b> S 204th St (32nd Ave S to 34th Ave S)					
<b>WSDOT</b> In conjunction with SR 509 Extension, widen roadway to 36 feet. Construct sidewalks on both sides.					\$650,000 WSDOT
<b>ST-056</b> Military Road S at S 200th St/I-5 SB Ramps					
<b>WSDOT</b> Widen I-5 south bound off ramp to provide for a left turn lane. Reconstruct west leg to provide left, thru and right turn lanes. Modify signal to facilitate lane changes.					WSDOT
<b>ST-052</b> Des Moines Memorial Dr. (S 208th St to Marine View Dr.)					
<b>Outside City Limits</b> Reconstruct and widen roadway to 36 feet to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, modification to overhead utility lines, curb, gutter and sidewalks (one side).					D \$824,000 R/W \$364,000 C \$4,553,000 Des Moines
<b>ST-050</b> Des Moines Memorial Dr. (SeaTac City Limit to Normandy Park Rd)					
<b>Outside City Limits</b> Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					BURIEN \$1,103,000
<b>TOTAL</b>	<b>\$4,760,000</b>	<b>\$5,611,000</b>	<b>\$6,652,000</b>	<b>\$42,423,000</b>	<b>\$143,534,800</b>

LID LOCAL IMPROVEMENT DISTRICT  
 POS PORT OF SEATTLE  
 TIB TRANSPORTATION IMPROVEMENT BOARD  
 FED FEDERAL GRANT  
 WSDOT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 ST SOUND TRANSIT  
 TBD TO BE DETERMINED

Project adds Sidewalks

**RESOLUTION NO. 10-012**

A RESOLUTION of the City Council of the City of SeaTac, Washington establishing a gender equity policy for community athletics programs for the City of SeaTac and third party organizations using city park facilities.

**WHEREAS**, the Washington State Legislature passed ESSB 5967, to be codified at Chapter 35A.21, during the 2009 Legislative session prohibiting discrimination against any person in a community athletics program on the basis of gender; and

**WHEREAS**, the City of SeaTac owns and operates public recreational facilities; and

**WHEREAS**, third party organizations sponsoring community athletic programs may use city facilities from time to time; and

**WHEREAS**, the City is complying with state legislation that requires a Gender Equity Policy to be adopted;

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

**Section 1. Purpose.**

The City Council of the City of SeaTac does hereby establish a policy and procedure to provide equal access to public community athletic programs and public sports facilities by prohibiting discrimination on the basis of gender.

**Section 2. Policy.**

It is the policy of the City of SeaTac that no person shall be discriminated against on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities, in compliance with the Washington State "Fair Play in Community Sports Act" (Chapter 467, 2009 Laws, effective date July 26, 2009).

**Section 3. Definitions.**

"Community Athletic Program" is defined as any athletic program that is organized for the purposes of training for and engaging in athletic activity and competition that is any way operated, conducted, administered or supported by the City of SeaTac.

“Sports Facility” is defined as any property owned, operated or administered by the City of SeaTac for the purposes of training for and engaging in athletic activity and competition.

**Section 4. Procedures.**

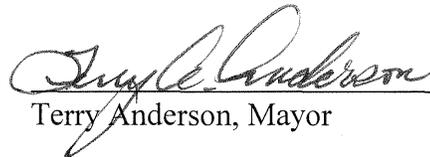
1. Community athletic programs administered by the City’s Parks and Recreation Department will be operated in a manner that promotes equal opportunities for females and males.
2. The City Parks and Recreation Department will allocate and schedule Sports Facilities in a manner that provides equal access to all Community Athletic Programs.
3. This policy will be added as a provision to all lease or use agreements administered by the City Parks and Recreation Department.
4. The City will not issue a lease or permit for use of any Sports Facility to a third party that discriminates against any person on the basis of gender in the operation, conduct or administration of a Community Athletic Program.
5. This policy will be posted on the City website, along with the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy.
6. This policy, and the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy will be included in all City publications that contain information about athletic programs or facilities operated or administered by the City.

**Section 5. Reporting.**

Any person who feels he or she has been a victim of discriminatory treatment in violation of this policy should report this concern to the Parks and Recreation Director or his/her designee for appropriate investigation.

PASSED this 13<sup>th</sup> day of July, 2010 and signed in authentication thereof on this 13<sup>th</sup> day of July, 2010.

CITY OF SEATAC

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

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

[Gender Equity Policy]

**RESOLUTION NO. 10-013**

A RESOLUTION of the City Council of the City of SeaTac, Washington approving regular membership in the Cities Insurance Association of Washington (CIAW), and authorizing the City Manager to execute an Interlocal Agreement with CIAW and a broker services agreement with Brown and Brown of Washington.

**WHEREAS**, the Cities Insurance Association of Washington (CIAW) is authorized to develop and administer a program which provides an opportunity for members to jointly pool and self-insure their liability losses, jointly purchase property insurance and excess reinsurance, and jointly utilize administrative and other services; and

**WHEREAS**, the City of SeaTac is currently an associate member of CIAW; and

**WHEREAS**, the City of SeaTac is required to join CIAW as a regular member if the City wants to continue to be part of the CIAW risk pool; and

**WHEREAS**, the City of SeaTac has been provided with an opportunity to review the Interlocal Agreement and By-Laws of CIAW; and

**WHEREAS**, the City of SeaTac is required to execute a broker services agreement as part of the insurance renewal with CIAW;

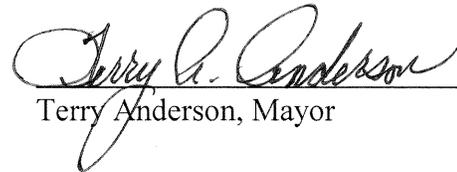
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:**

1. The SeaTac City Council hereby agrees that the City of SeaTac will become a regular member of CIAW.
2. The SeaTac City Council approves the Interlocal Agreement and the By-Laws of CIAW, as attached as Exhibits A and B. The City Manager is authorized to execute the Interlocal Agreement on behalf of the City.

3. The SeaTac City Council approves the attached broker services agreement with Brown and Brown of Washington, and the City Manager is authorized to execute the broker services agreement with Brown and Brown of Washington, in substantially similar form as attached hereto as Exhibit C.

**PASSED** this 27th day of July, 2010 and signed in authentication thereof on this 27th day of July, 2010.

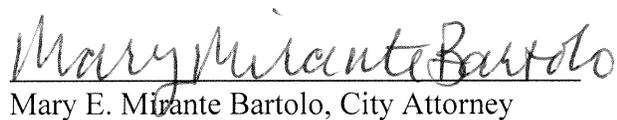
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Join CIAW--2010]



**INTERLOCAL AGREEMENT  
OF  
CITIES INSURANCE ASSOCIATION  
OF WASHINGTON**

**EXHIBIT A**

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 CREATING THE  
 CITIES INSURANCE ASSOCIATION OF WASHINGTON

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INTERLOCAL AGREEMENT CREATING THE  
CITIES INSURANCE ASSOCIATION OF WASHINGTON

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington cities and towns or public entities listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

- 2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").
- 2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations.
- 2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.
- 2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.*

This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Cities

Insurance Association of Washington (the "Association"), which shall be organized as a non-profit corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of cities and towns in the State of Washington organized and existing pursuant to Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Association shall, in exchange for the payment of annual assessments and retroactive assessments by the Regular Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Association including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional cities and towns organized and existing under Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Association may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

### 3.2 *Parties to Agreement.*

3.2.1 Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14, shall not affect this Agreement or such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

### 3.2.2 *Types of Memberships.*

There shall be two separate memberships in the Association. Regular Members shall be made up of cities and towns. Regular Members shall be owners of the corporation with full voting rights. Associate Members are Public Entities approved for special membership as per the By-Laws of the Association. Associate Members shall have no ownership in the corporation and shall have no vote in corporate matters.

### 3.3 *Term of Agreement.*

This Agreement shall become effective on September 1, 1988, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

### 3.4 *Creation of Association.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Association as a non-profit corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The initial Board of Directors shall serve until the first annual election of Board of Directors members, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. Associate Members shall be an associate of the corporation. The regulation and management of the affairs of the Association shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Association. The Association's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members or Associates in excess of the

requirement of each Member or Associate to compensate the Association or the insurance carrier with whom the Association has affected a transaction as authorized by this Agreement, for the individual Member's or Associate's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member or Associate shall not become the debts, obligations and liabilities of other Members or Associates except as provided by Section 3.11 of this Agreement.

- 3.4.3 The insurance afforded to each Member or Associate pursuant to this Agreement is limited to the insurance provided by any insurer of the Association and the coverages defined in the policies of insurance issued by any insurer of the Association. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Association is offered or afforded to any Member or Associate by execution of this Agreement.

### 3.5 *Powers of the Association.*

The Members and Associates hereby delegate to the Association the powers which are common to the Members or Associates and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

- 3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Association including the types and limits of the insurance coverage, the methodology to be used to allocate the Association's costs among Regular and Associate Members, and the amount of retroactive assessments to be paid by each Regular Member;
- 3.5.2 Make and enter into contracts;
- 3.5.3 Incur debts, liabilities or obligations;
- 3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

- 3.5.5 Sue and be sued, complain and defend, in its corporate name;
- 3.5.6 Hire employees and agents; and
- 3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Association shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

### 3.6 *Responsibilities of the Association.*

The Association shall have the following responsibilities:

- 3.6.1 Within 30 days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Association, the estimated annual assessment to be paid by each Member or Associate, and the methodology to be used to allocate the Association's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.
- 3.6.2 The Association will assist each Member's or Associate's risk manager, upon request, with the implementation of risk management programs.
- 3.6.3 The Association may provide loss prevention, safety, and consulting services to Members and Associates.
- 3.6.4 The Association will provide claims adjusting and subrogation services for claims covered by the Association's Joint Insurance Purchasing Pool.
- 3.6.5 The Association will provide loss analysis for the Members and Associates for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Association may conduct risk management audits to assess each Member's and Associate's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.*

Members shall have the following responsibilities:

3.7.1 The governing body of each Member or Associate shall designate in writing a representative who shall be authorized to exercise the Member's or Associate's voting rights with respect to the Association and to act on behalf of the Member or Associate with respect to all matters pertaining to the Association.

3.7.2 Each Member or Associate shall maintain its own set of records, as a loss log, on all categories of loss to ensure accuracy of the Association's loss reporting system and shall provide to the Association a written report of all potential claims or losses within 14 days after they become known to the Member or Associate.

3.7.3 Each Member or Associate shall pay to the Association when due all assessments and retroactive assessments established by the Association pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Association when due its share of any retroactive assessment established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.

3.7.4 Each Member or Associate shall provide the Association with such information or assistance as may be necessary for the Association to carry out the Joint Insurance Purchasing Pool.

3.7.5 Each Member or Associate shall comply with all By-Laws, resolutions, and policies by the Board of Directors and shall cooperate with the Association, and any insurer of the Association, in accomplishing the purposes of this Agreement.

3.7.6 Each Member or Associate shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Association shall be governed by a Board of Directors. The Board of Directors shall consist of ten members, to be selected from the Regular Membership. Beginning with the second election of members to the Board of Directors, the Regular Members of that Committee shall be selected as follows: the area served by the Association shall be divided into three geographic regions, with each region represented by a number of representatives assigned to the region based on the number of Regular Members from that region.

3.8.2 To ensure that consistent management is provided for the Association into the future, the initial Board of Directors members shall have terms of one, two or three years. After the initial election, all Board of Directors members will be elected for a three-year term. Those terms will provide that four of the ten committee members will be elected for full terms in two consecutive years and three of the regular committee members will be elected for full terms the third year.

3.8.3 The Board of Directors shall elect a Chair for each fiscal year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair.

3.8.4 Each member of the Board of Directors shall have one vote.

3.8.5 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.6 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Association. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursement of billings to individual Members and Associates for their proportionate charges, (3) payment and management of claims

sustained by Members or Associates of the Association and liaison with representatives acting on behalf of participating Members or Associates.

- 3.8.7 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.
- 3.8.8 Pool funds shall be administered by the Association Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Association funds shall be bonded to the Association in an amount established by the Board of Directors.
- 3.8.9 The Board of Directors will provide for an audit of the accounts and records of the Association. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Association and shall be considered as administrative costs.
- 3.8.10 Pursuant to the laws and regulations of the State of Washington, the Association elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.
- 3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from September 1 through August 31 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole: (1) beginning

and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associates. All payments due to the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.12 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than 30 days after the effective date of this Agreement.

3.8.13 Any vacancies on the Board of Directors that occur during a term of office shall be filled by an election of the Board of Directors by a simple majority vote. Any replacement shall fill out the unexpired term of the committee member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member or Associate of the Association shall designate a servicing representative to act on their behalf in liaison with the needs of the Association Administrator. Should a participating Member choose not to designate a local servicing representative, the Association shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Any fees to be paid the servicing representative by each Member or Associate will be established and paid by the Member or Associate.

3.9.3 Each Member and Associate agrees to indemnify and hold the Association, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes

of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's or Associate's servicing representative including a failure to communicate to or forward communications from the Association, the Association's Administrator or any Association insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member or Associate. A Member or Associate acts upon the advice and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.*

The Joint Insurance Purchasing Pool shall become effective on September 1, 1988 or upon execution of this Agreement by two or more Members, whichever occurs first.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Association in the event the assets or insurance of the Association are not sufficient to cover its liabilities. Any actual or projected deficits of the Association shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Association's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\begin{array}{l} \text{Member} \\ \text{Reassessment} \\ \text{Amount} \end{array} = \begin{array}{l} \text{(Liability Due and Not} \\ \text{Serviced By Current} \\ \text{Pool Assets) + (Required} \\ \text{Reserve Account)} \end{array} \times \frac{\text{Member Contribution or} \\ \text{Assessments Since Inception}}{\text{TOTAL OF ALL Assessments} \\ \text{or Contributions Since Inception}}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave

the Association and subsequently a deficiency exist in the period that the entity was a Regular Member of the Association, the city or town in question shall be assessed the amount that the Association is held liable for the period in question.

3.12 *New Members.*

Members admitted as Regular Members of the Association after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Association and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Associate new Members shall be determined by the Board of Directors.

3.13 *Withdrawal.*

Any Member or Associate may withdraw only at the end of the Association's fiscal year (August 31) and only after it has given the Association written notice prior to September 1 of the preceding calendar year of its decision to withdraw from this Agreement.

3.14 *Cancellation.*

The Association shall have the right to cancel any Member's or Associate's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member or Associate so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.*

Neither the withdrawal nor the cancellation of any Member or Associate shall cause the termination of this Agreement. No Member or Associate by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member or Associate to the Association or any Association insurer, or to any distribution of the Association's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any

assessments or retroactive assessments established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement that no assets of the Association shall be owned by Associate Members nor shall Associate Members be responsible for debts incurred by the Association other than insurance premiums, assessments and claim deductibles attributed to the Associate Member's membership.

### 3.16 *Termination and Distribution.*

#### 3.16.1 *Termination.*

This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Association shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Association. The Board of Directors is vested with all powers of the Association during such winding up and liquidation, including the power to require Regular Members, including those Regular Members who withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

#### 3.16.2 *Distribution.*

Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Association, all assets of the Association shall be distributed among the Regular

Members who were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.*

Notice to Members or Associates hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.*

This Agreement may be amended at any time by the approval of three-fourths of the Members present or voting at any meeting of the Members. All amendments shall be in writing. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members. If four-tenths of the Members present or voting at any meeting of the Members (called in accordance with Article 3 of the By-Laws) vote to repeal any amendment adopted by three-fourths of the whole Board of Directors, that amendment is deemed repealed.

3.19 *Enforcement.*

The Association is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or Associate or previous Member or Associate, the Member or Associate or previous Member or Associate agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.*

If any Member or Associate fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Association has given the Member or Associate written notice of such

failure, the Member or Associate shall be in default hereunder. Upon default, the Association may immediately cancel the Member's or Associate's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Association are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

### 3.21 *No Waivers.*

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

### 3.22 *Prohibition Against Assignment.*

No Member or Associate may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member or Associate reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Associate or Members or Associates upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member or Associate shall have any right, claim or title to any part, share, interest, fund premium or asset of the Association.

### 3.23 *Entire Agreement.*

This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.*

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.*

Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.*

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.*

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. Execution.

The parties have executed this Agreement by authorized officials thereof.

\_\_\_\_\_  
Name of City or Town or Public Entity

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Street Address (if different from above)

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A

List of Members



**CITIES INSURANCE ASSOCIATION OF WASHINGTON**  
**Members**  
**2009 - 2010**

1. Town of Albion
2. Town of Almira
3. City of Asotin
4. City of Bingen
5. City of Black Diamond
6. City of Blaine
7. City of Brewster
8. City of Buckley
9. City of Chewelah
10. City of Colfax
11. City of College Place
12. Town of Colton
13. City of Colville
14. City of Connell
15. City of Cosmopolis
16. Town of Coulee Dam
17. Town of Creston
18. City of Davenport
19. City of Dayton
20. City of Duvall
21. City of East Wenatchee
22. Town of Electric City
23. Town of Elmer City
24. Town of Endicott
25. City of Entiat
26. City of Ephrata
27. City of Everson
28. City of Fircrest
29. City of Grand Coulee
30. City of Granite Falls
31. Town of Hartline
32. City of Ilwaco
33. Town of Ione
34. City of Kahlotus
35. City of Kennewick
36. City of Kittitas
37. Town of Krupp
38. Town of LaCrosse
39. City of Liberty Lake
40. Town of Lind
41. Town of Lyman
42. City of Lynden
43. City of Lynnwood
44. Town of Malden
45. Town of Mansfield
46. Town of Marcus
47. City of Mattawa
48. Town of Metaline Falls
49. City of Millwood
50. City of Moxee
51. City of Napavine
52. Town of Nespalem
53. City of Newport
54. City of Nooksack
55. City of Oakville
56. City of Okanogan
57. City of Omak
58. City of Oroville
59. City of Pacific
60. City of Palouse
61. City of Prosser
62. City of Quincy
63. Town of Reardan
64. City of Redmond
65. City of Republic
66. City of Ritzville
67. Town of Riverside
68. City of Rock Island
69. City of Royal City
70. Town of Saint John
71. City of Sammamish
72. City of Sea-Tac
73. City of Sedro-Woolley / Sedro Woolley FD
74. City of Selah
75. City of South Bend
76. Town of South Cle Elum
77. City of Sprague
78. Town of Starbuck
79. City of Stevenson
80. City of Sultan
81. City of Sumas
82. City of Sunnyside
83. City of Tekoa
84. City of Tieton
85. City of Tonasket
86. Town of Uniontown
87. City of Waitsburg
88. Town of Washtucna
89. Town of Waterville
90. City of White Salmon
91. Town of Wilbur
92. Town of Wilkeson
93. City of Woodland
94. City of Yakima



**BY- LAWS**

**OF**

**CITIES INSURANCE ASSOCIATION**

**OF WASHINGTON**

**EXHIBIT B**

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 THE CITIES INSURANCE ASSOCIATION OF WASHINGTON

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**BY-LAWS**  
**OF**  
**CITIES INSURANCE ASSOCIATION OF WASHINGTON**

**ARTICLE 1**  
*Offices*

The principal office of the corporation shall be located within the State of Washington at the offices of the Third Party Administrator. The corporation may have such other offices, either within or without the State of Washington, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the State of Washington a registered office, and a registered agent whose office is identical with such registered office, as required by the Washington Non-Profit Corporation Act, Chapter 24.03 Revised Code of Washington. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE 2**  
*Members*

**Section 2.1. Classes of Members and Qualifications for Membership**

The corporation shall have two classes of Members, Regular and Associate. Eligibility for Regular Membership in the corporation shall be limited to cities and towns organized and existing pursuant to Title 35 or 35A Revised Code of Washington. Cities and towns wishing to become Members of the corporation shall submit an application to the corporation on a form prescribed by the corporation. Cities and towns elected to membership pursuant to Section 3 below shall be required to become a signatory to the Interlocal agreement creating the Cities Insurance Association of Washington (the "Agreement") before such membership shall become effective.

Eligibility for Associate membership shall be limited to districts and municipal corporations as defined by 48.62.021(1) which meet the underwriting and classification criteria established by the Board of Directors. Each Associate Member must become a signature of the Associate Membership Agreement by a Resolution adopted by the entity's Board or Commission.

**Section 2.2. Member Representative**

Each Regular Member shall appoint one representative who shall be authorized to exercise the Member's voting rights in the corporation, if any, and to act on behalf of the Member with respect to all matters pertaining to the corporation. The name of the person appointed as a Member's representative shall be submitted in writing to the corporation. A change in a Member's appointed representative shall not become effective until the corporation has received written notice of such change. Each Member may also select an alternate Member representative to serve and act in the absence of the Member's representative.

**Section 2.3. Selection of Additional Members**

Additional Regular Members shall be approved by the Board of Directors. An affirmative majority vote of the Board of Directors members present shall be required for selection. Associate Members shall be approved by the Director or Third Party Administrator subject to the criteria established by the Board of Directors.

**Section 2.4. Voting Rights and Procedures**

Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members unless a record date for voting purposes is fixed by the Board of Directors. Members that are Regular Members on the day of the meeting of the membership shall be entitled to vote at such meeting. Elections and other matters submitted to the vote of Regular Members may, at the discretion of the Chair of the corporation, be conducted by mail ballot. Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members.

**Section 2.5. Cancellation of Membership**

The membership of any Member or Associate of the corporation may be canceled pursuant to the provisions of Section 3.14 of the Agreement.

**Section 2.6. Resignation**

Any Member or Associate may resign from the corporation pursuant to the procedures and limitations specified in Sections 3.13 and 3.15 of the Agreement.

**Section 2.7. Transfer of Membership**

Membership in this corporation is not transferable or assignable.

**ARTICLE 3**  
*Meetings of Members*

**Section 3.1. Annual Meeting**

At the discretion of the Board Of Directors an annual meeting of the Regular Members shall be held on the last Friday in the month of August in each year, if needed, with a date designated in writing by the Chair of the Board of Directors thirty days before the meeting, at such time and place designated in writing by the Chair, for the purpose of transacting such business as may come before the meeting.

**Section 3.2. Special Meetings**

Special meetings of the Members or Associates may be called by the Board of Directors or not less than one-fourth of the Regular Members having voting rights.

**Section 3.3. Place of Meeting**

The Board of Directors may designate any place, either within or without the State of Washington, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the office of the Third Party Administrator in the State of Washington. If all of the Members shall meet at any time and place, either within or without the State of Washington, and consent to the holding of a meeting, such meeting shall be valid without call or notice and any corporate action may be taken at such meeting. Members of the corporation may participate in a meeting of Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

**Section 3.4. Notice of Meetings**

Written notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the Chair of the Board of Directors, or the Third Party Administrator or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address of its representative as it appears on the records of the corporation, with postage thereon prepaid.

**Section 3.5. Actions by Members Without a Meeting**

Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

**Section 3.6. Quorum**

The Members holding ten percent of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

**Section 3.7. Manner of Acting**

A majority of the votes entitled to be cast on a matter to be voted upon by the Members present at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these By-Laws.

**Section 3.8. Rule of Procedure for Meetings**

All meetings of the membership shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, the Agreement, or these By-Laws.

**ARTICLE 4**  
*The Board of Directors*

**Section 4.1. General Powers**

The affairs of the corporation shall be managed by its Board of Directors.

**Section 4.2. Tenure and Qualifications**

The Board of Directors shall be comprised of ten representatives of Regular Members of the corporation elected for three year terms as provided in the Agreement.

**Section 4.3. Voluntary Resignation**

The Board of Directors member who is absent from three consecutive Board of Directors meetings or one-half of the Board of Directors meetings during the year without acceptable excuse shall be deemed to have voluntarily resigned from the Board of Directors. At any meeting of the Board of Directors at which there are absences, the Board of Directors shall determine if they are excused.

**Section 4.4. Regular Meetings**

A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, in conjunction with, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Washington, for the holding of additional regular meetings of the Board of Directors, or of regular meetings of any committee of the Board of Directors, without notice other than such resolution.

**Section 4.5. Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the Chair or any three Board of Directors members. Special meetings of any committee of the Board of Directors may be called by or at the request of the Chair of the Board of Directors or Chairman of the committee or any two members of the committee. The person or persons authorized to call special meetings of the Board of Directors or of any committee of the Board of Directors may fix any place, either within or without the State of Washington, as the place for holding any special meeting of the Board of Directors or committee called by them.

**Section 4.6. Notice**

Notice of any special meeting of the Board of Directors or any committee of the Board of Directors shall be given at least two days prior to the meeting by written notice delivered personally or sent by mail, facsimile transmission or E-mail to each committee member at the member's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by E-mail, such notice shall be deemed to be delivered when the E-mail is sent. If notice be given by facsimile transmission, such notice shall be deemed to be delivered 24 hours after the transmission so long as no error was received during the transmission. Any committee member may waive notice of any meeting. The attendance of a committee member at any meeting shall constitute a waiver of notice of such meeting, except where a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. Members of the Board of Directors or any committee of the Board of Directors may participate in a meeting of such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

**Section 4.7. Quorum**

A majority of the Board of Directors shall constitute a quorum for the transacting of any business of the Board of Directors. However, if less than a majority of the Board of Directors members are present at said meeting, a majority of the Board of Directors members present may adjourn the meeting from time to time without further notice.

**Section 4.8. Manner of Acting**

The act of a majority of the Board of Directors members, or a majority of the members of any committee of the Board of Directors, present at a meeting at which a quorum is present shall be the act of the Board of Directors or its committee, unless the act of a greater number is required by law or by these By-Laws.

**Section 4.9. Rule of Procedures for Meetings**

All meetings of the Board of Directors or a committee of the Board of Directors shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, and Agreement, or these By-Laws.

**Section 4.10. Compensation**

The Board of Directors members or its committee members as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any of its committees.

**Section 4.11. Action by the Board of Directors Members Without a Meeting**

Any action required by law to be taken at a meeting of the Board of Directors or any of its committees, or any action which may be taken at a meeting of the Board of Directors or any of its committees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors members or committee members.

**ARTICLE 5**

*Officers*

**Section 5.1. Officers**

The officers of the corporation shall be a Chair, a Vice Chair, a Fiscal Officer and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. No two or more offices may be held by the same person.

**Section 5.2. Election and Term of Office**

The officers of the corporation shall be elected every year by the Board of Directors from among its Regular members prior to the beginning of the fiscal year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and qualified.

**Section 5.3. Removal**

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

**Section 5.4. Vacancies**

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 5.5. Chair**

The Chair of the Board of Directors shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the Members and the Board of Directors. He or she may sign, with any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases when the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 5.6. Vice Chair**

In the absence of the Chair or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board of Directors.

**Section 5.7. Fiscal Officer**

The Fiscal Officer shall be responsible to act with the Third Party Administrator as directed by the Board of Directors to carry out The Board of Directors fiscal policies and procedures.

**Section 5.8. Third Party Administrator**

The Third Party Administrator shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 7 of these By-Laws; and in general perform such other duties as from time to time may be assigned to him by the Chair or by the Board of Directors. The Third Party Administrator shall keep the minutes of the meetings of the Members, the Board of Directors, and any committees of the Board of Directors, in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member and each representative of each Member which shall be furnished to the Third Party Administrator by each Member. The Third Party Administrator shall be bonded in an amount determined by the Board of Directors.

**ARTICLE 6**

*Committees*

**Section 6.1. Committees of the Board of Directors**

The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more Board of Directors members, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee or doing any act in conflict with the duties of the Board of Directors as set forth in the Agreement. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual the Board of Directors member, of any responsibility imposed upon it or him or her by law.

**Section 6.2. Other Committees**

Other Committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Board of Directors members present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be representatives of Members of the corporation, and the Chair of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

**Section 6.3. Term of Office**

Each member of a committee shall continue as such until the next annual meeting of the Members of the corporation and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**Section 6.4. Chairman**

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

**Section 6.5. Vacancies**

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**ARTICLE 7**  
*Administrator*

**Section 7.1. Appointment and Removal**

The Board of Directors shall appoint and employ a Third Party Administrator of the corporation (the "Administrator"), who shall be appointed and removable by the Board of Directors pursuant to whatever employment arrangement the Board of Directors shall have agreed to with the Administrator in writing.

**Section 7.2. Powers and Duties**

The Administrator shall be the chief administrator of the corporation and shall have control of the administrative functions of the corporation. He or she shall carry out the orders of the Board of Directors and shall be responsible to the Board of Directors for the efficient administration of the affairs of the corporation. The Administrator shall keep the Board of Directors fully advised of the financial condition and needs of the corporation.

**Section 7.3. Compensation**

The Administrator shall receive such compensation as the Board of Directors shall fix by contract or resolution.

**ARTICLE 8**  
*Indemnification*

The Board of Directors Members of the corporation; its directors, officers, employees and the Administrator, its agents, directors, officers and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties as relates to the corporation;
2. Be afforded all of the privileges and immunities that attach generally to governmental officers;
3. Not be liable for, and be held harmless and defended by the corporation, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith and on behalf of the corporation;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds so long as they are invested according to the direction of the Board of Directors.

The corporation may purchase, subject to availability and cost, insurance providing coverage for The Board of Directors members and the Administrator.

The corporation shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a member of the Board of Directors, any other committee of the corporation, employee, or agent of the corporation, or the Administrator, its agents, directors, officers or employees in the furtherance of corporation business, or is or was serving at the request of the corporation as a member, director, officer, employee, agent, or trustee of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against expenses (including counsel fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, to the full extent permitted by applicable law. Such indemnification may, in the discretion of the Board of Directors, include advances of his or her expenses in advance of final disposition of such action, suit or proceeding, subject to the provisions of any applicable statute. This indemnification provided in this Article shall not extend to suits, claims, actions, administrative procedures or investigations brought by or at the request of the corporation. No indemnification shall extend to any person named above in any litigation, administrative proceeding or process of any type where the corporation and the individual are opposing each other.

## ARTICLE 9

### *Coverage Determinations and Appeal Rights*

#### **Section 9.1. Coverage Determinations**

All coverage's are limited to those coverage's provided through the corporation as identified in Section 3.4.3 of the Agreement. The Administrator, acting on behalf of the corporation, shall make all initial coverage determinations as respects the corporation's self retention or deductible under the jointly purchased policy or policies of insurance. Such determinations shall be made according to the procedures set forth in this Article and subject to the right of appeal set forth in Section 9.2. Such determination shall be made after appropriate consultation with the corporation's insurance carrier.

- (a) Upon receiving notice of a claim or a Summons and Complaint against a Member and/or persons requesting coverage (the "Covered Party"), the Administrator shall, within forty-five (45) days or such other reasonable time as agreed after receipt of said notice, make an initial coverage determination.
- (b) Upon making a coverage determination, the Administrator shall notify the Covered Party of the determination in writing. If the claim or complaint may exceed the corporation's self retention or deductible, the Administrator shall inform the Member or Covered Party of that determination.
- (c) The written coverage determination shall address the following issues:
  - (1) Whether the corporation will provide the Covered Party legal counsel for defense of the Summons and Complaint.
  - (2) Whether the corporation is reserving any rights to make subsequent coverage determinations.
  - (3) Whether the corporation is denying coverage for the claims made in the claim or Summons and Complaint under review. In the event that coverage is denied, the Administrator shall inform the Covered Party in writing of the appeal process contained in Section 2 of this Article.
- (d) In the event that the Administrator determines that the Association should (1) reserve its rights to make subsequent coverage determination, or (2) determines that coverage should be denied, then the written notice shall also state the reasons for any such reservation or denial.

- (e) In the event that a final coverage determination cannot be made by the Administrator until after the facts of the claim or Complaint are determined in a legal proceeding, the Administrator shall make a final coverage determination within sixty (60) days or such reasonable time as agreed after the final disposition of the legal proceeding is provided to the Administrator. The determination shall be provided in writing to the Covered Party and shall contain the information required by Sections 9.1(c) and 9.1(d).
- (f) All written determinations by the Administrator shall be deemed final and binding upon all parties unless the Covered Party files a timely notice of appeal with the Board of Directors in the manner specified in Section 9.2. The determination of the Administrator is only binding upon the corporation and relates only to the self retention or deductible in place at that time under the policy of insurance which insures the Association. The determination of the Administrator is not binding upon the carrier who insures the Association. Covered Parties are required to resolve coverage disputes with the insurance carrier pursuant to the terms of the policy issued by that carrier.

If a claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense, then the Administrator shall not be entitled to make a determination of coverage. In those instances, all determinations of coverage shall be made in accordance with the terms of the insurance policy issued by the Association's carrier.

The Covered Party shall deal with that carrier through the Administrator's office unless otherwise instructed by the Administrator. The provisions of this Article shall not apply in those instances where the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense.

In those instances if a Covered Party or Member has requested a coverage determination, the Administrator shall notify the Covered Party or Member in writing that the Administrator has determined he or she may not issue a determination of coverage and refer the requesting party to the terms of the policy of insurance for resolution of coverage issues.

- (g) The Administrator shall not be obligated to make any coverage determinations until a claim or a Summons and Complaint has been served upon the Covered Party and until the Administrator has received notice thereof. However, the Administrator shall issue tentative written coverage determinations before a Summons and Complaint has been filed upon the written request of the Covered Party. If the Administrator makes a tentative coverage determination, he or she shall remain obligated to provide a subsequent final written coverage determination after a Summons and Complaint has been served and the Administrator has received notice thereof, as provided in Sections 9.1(a), (b), (c), (d), (e) and (f).

### **Section 9.2. Appeal**

Any written determination made by the Administrator pursuant to Section 9.1(c) and (d) denying coverage to a Covered Party shall be final, as provided in Section 9.1(f), unless the procedures for appeal, provided hereafter, are followed by the Covered Party. The following appeal procedures shall apply in those cases where the Administrator has not determined the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense. There is no appeal from a determination of the Administrator that the claim or Complaint is of such an amount or magnitude that the claim or Complaint may exceed the amount of the self retention or deductible in terms of exposure and/or costs of defense.

- (a) Any Covered Party aggrieved by the Administrator's written coverage determination may appeal the decision to the Board of Directors. The appeal must be initiated by the Covered Party within thirty (30) days following receipt of the Administrator's written determination.

If an appeal is not initiated within thirty (30) days, as provided herein, the Covered Party shall be deemed to have waived any further right to appeal the decision of the Administrator.

- (b) An appeal is deemed initiated for purposes of this Article when the Covered Party, or his, her, or its legal representative, serves a written Notice of Appeal upon the Administrator or upon the Chair of the corporation. The written Notice of Appeal shall include the following information:

- (1) The name of the Covered Party initiating the appeal.
- (2) A brief statement identifying the subject of and basis for the appeal. A copy of the Administrator's written determination should be attached to the Notice of Appeal.

- (3) The signature of the Covered Party initiating the appeal or the signature of the Covered Party's legal representative.
- (c) Within thirty (30) days, or such time as is agreed, after an appeal has been initiated, a meeting of the Board of Directors shall be convened by the Chairman of the Board of Directors to hear the appeal. Notice of the date set for hearing of the appeal by the Board of Directors shall be sent to the Covered Party not later than fifteen (15) days prior to the date set for the hearing. The Chair of the Board of Directors shall have the authority to set hearing dates for the appeal and to grant continuances where good cause is shown.
  - (d) The hearing by the Board of Directors may occur when a quorum of the Committee, pursuant to Section 4.6, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the appeal hearing shall be as provided in Sections 4.6 and 4.7. However, members of the Board of Directors shall abstain from participating or voting in any appeals involving a Member with which they are affiliated.
  - (e) The hearing of the Board of Directors on the appeal shall proceed as follows:
    - (1) The Chair of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
    - (2) The Covered Party or his, her, or its legal representative, if any, shall begin the proceeding with an explanation of the basis for the appeal.

The Covered Party shall present to the Board of Directors all evidence, testimony, argument and legal authority relevant to and in support of the appeal. Thereafter, the Administrator and/or corporation's legal representative may present all evidence, testimony, argument and legal authority relevant and in opposition to the Covered Party's position. Each side shall be provided an opportunity to present rebuttal evidence and argument.

- (3) Following the presentation of evidence, testimony, argument and legal authority, the Board of Directors may retire into executive session to discuss consideration of the appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to decide the appeal.

The Board of Directors may vote to uphold the decision of the Administrator or to modify or reverse the decision of the Administrator. The decision of the Board of Directors shall be reduced to writing and signed by the Chairman of the Board of Directors and a copy thereof sent to the Covered Party within seven (7) days following the final decision of the Board of Directors.

- (4) The Chair may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- (f) A final decision of the Board of Directors denying the Covered Party the full relief sought shall not preclude the appealing party from seeking judicial review of the Administrator's and/or the Board of Directors' coverage determination. However, no Covered Party may maintain any lawsuit or complaint against the corporation alleging any improper or incorrect coverage denial unless the Covered Party has first exhausted the appeal procedures provided herein. Exhaustion of these appeal procedures shall be a condition precedent to any subsequent legal action or suit by a Covered Party.

## **ARTICLE 10**

### *Conflict of Interest and Appearance of Fairness Procedure*

All Members of the corporation, the Board of Directors, and its committees, shall exercise every effort to avoid conflicts of interest, or the appearance thereof, in their actions relating to the corporation. Any person who has a personal interest in any matter before the Board of Directors or one of its committees which would tend to prejudice his or her action shall so indicate publicly and may abstain from the deliberations and voting on such matter.

## **ARTICLE 11**

### *Contracts, Checks, Deposits and Funds*

#### **Section 11.1. Contracts**

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

#### **Section 11.2. Checks, Drafts, etc.**

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Administrator and countersigned by the Board of Directors Chair, The Board of Directors Vice Chair or Fiscal Officer of the corporation.

#### **Section 11.3. Deposits**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select and as are allowed by the laws of the State of Washington.

#### **Section 11.4. Gifts**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

#### **Section 11.5. L&I Retro**

Pursuant to the authority granted the Association in the Agreement, the Board of Directors may elect to avail itself of the State of Washington, Department of Labor and Industries, Risk Management Services on behalf of those members of the Association electing to participate in programs offered by that agency. Association participation in such risk management services and programs may include participation in a group retrospective rating scheme as approved by the Board of Directors. Association participation in such risk management services or programs shall be on the basis that all Members are entitled to participate if they so elect. The election of any Member not to participate in such risk management services or programs shall not prohibit the expenditure of Association funds in connection with such services and programs as approved by the Board of Directors.

**ARTICLE 12**  
*Certificates of Membership*

**Section 12.1. Certificates of Membership**

The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Committee. Such certificates shall be signed by the Chair or Vice Chair and by the Administrator and shall be sealed with the seal of the corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued upon such terms and conditions as the Board of Directors may determine.

**Section 12.2. Issuance of Certificates**

When a Member has been selected to membership and has paid any fee for the unencumbered fund balances and other charges that may then be required, a certificate of membership shall be issued in its name and delivered to it by the Administrator, if the Board of Directors provided for the issuance of certificates of membership under the provisions of Section 12.1.

**ARTICLE 13**  
*Books and Records*

The corporation shall keep complete books and records of account and shall also keep minutes of the proceedings of its Members and Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected by any Member, or its attorney, for any proper purpose at any reasonable time.

**ARTICLE 14**  
*Fiscal Year*

The fiscal year of the corporation shall be from September 1 through August 31 of the next calendar year, or as set by resolution of the Board of Directors.

**ARTICLE 15**  
*Seal*

The seal of this corporation shall consist of the name of the corporation, the state of its incorporation, and the year of its incorporation.

**ARTICLE 16**  
*Waiver of Notice*

Whenever any notice is required to be given under the provisions of the Washington Non-Profit Corporation Act or under the provisions of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE 17**  
*Amendments to By-Laws*

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the Board of Directors members present at any regular meeting or at any special meeting, if at least two days written notice is given of intention to alter, amend, or repeal or to adopt new By-Laws at such meeting.

Adopted by the Board of Directors on July 15, 2003.

## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective September 1, 2010 (the "Effective Date"), is made by and between **CITY OF SEATAC** ("City"), and the Tacoma office of **BROWN & BROWN OF WASHINGTON INC.** ("Broker").

### Background

Broker is a licensed insurance agency in the State of Washington. City has selected Broker to provide certain risk management and insurance program administration services relating to the Lines of Insurance (as hereinafter defined) and, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.
2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the City to the Broker, Broker is providing services to the City as an insurance broker. However, Broker, or its parent City, Brown & Brown, Inc., and related or affiliated companies, may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. City acknowledges and expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.
3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the following lines of insurance (collectively referred to as "Lines of Insurance"): (a) Property; (b) General Liability; (c) Automobile Liability; (d) Wrongful Acts/Employment Practices Liability; (e) Equipment; (f) Builders Risk; (g) Crime; (h) Bonding.

**Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker's compensation, relative to any lines of insurance or coverages other than those specifically included in the Lines of Insurance delineated above.**

4. **City Responsibilities.** In consideration of the Services provided by Broker, City agrees as follows:
  - (a) City shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations in this Agreement.
  - (b) City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. City further agrees to provide Broker with notice of any material changes in City's business operations, risk exposures or in any other material information provided under this Agreement. In addition, City shall confirm the accuracy and recommend any changes to insurance policies issued to City.
  - (c) City shall timely pay all premiums and fees.

EXHIBIT C

(d) City shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event City intends to allow competing agents or brokers to solicit or market insurance.

5. **Compensation.** In consideration of the Services, City shall compensate Broker through a "Broker Services Fee" in the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$12,500.00). The Broker Services Fee shall be fully earned and payable upon City's execution and delivery of this Agreement. With regard to the Broker Services Fee, City and Broker acknowledge and agree as follows:

(a) In the event that Broker receives commission payments in connection with the placement procurement of the Lines of Insurance for City, the amount of such payments will be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement, and any commission amount in excess of such balance shall be promptly paid to City within 30 days after receipt of such commission by Broker. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to City. Upon City's written request, Broker agrees to furnish to City certain information relating to Broker's receipt of such contingencies or allowances, if any.

(b) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of City's insurance. In addition to providing access to the insurance City, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance City; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a City owned by Brown & Brown Inc., the parent City of Broker. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to City.

(c) If City chooses to finance its premiums, Broker may assist City in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to City.

(d) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the City from the date received by Broker until the date the premiums are remitted to the insurance City or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to City.

(e) Compensation for the Services specified under this Agreement are exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by City upon request.

(f) City acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

**6. Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, City may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Washington is not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) City's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) City's participation in any fraud; or (iii) City's material failure to properly perform its duties and responsibilities hereunder because of City's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraph (b) and (c) shall become effective upon the delivery of written notice of termination to City or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release City from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

**7. Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to City

City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
Attn: Colleen Capestany  
Email:  
Fax: 206-973-4809

If to Broker:

Brown & Brown of Washington, Inc.  
P.O. Box 1718  
Tacoma, WA 98401  
Attn: Bev Losey  
Email: blosey@bbtacoma.com  
Fax: 253-396-4500

With a copy to:

Brown & Brown, Inc.  
220 S. Ridgewood Avenue  
Daytona Beach, Florida 32114  
Attn: Robert W. Lloyd, General Counsel  
Email: rlloyd@bbins.com

or such other address as either shall give to the other in writing for this purpose.

8. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

9. **Washington Law Applies; Venue.** This Agreement has been made and executed in the State of Washington and shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Pierce County, Washington.

10. **Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT.

11. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

12. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of City and Broker by their respective duly authorized representatives.

\*\*\*\*\*

**IN WITNESS WHEREOF**, the parties to this Broker Services Agreement have hereunto set their hands and seals.

Witnesses (2) *(cannot be an employee of Broker)*:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
As to City

**CITY:**  
**City of SeaTac,**  
a Washington entity

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnesses (2):

1. \_\_\_\_\_  
2. \_\_\_\_\_  
As to Broker

**BROKER:**  
**Brown & Brown of Washington, Inc.**  
a Washington corporation

By: \_\_\_\_\_  
Name: Bev Losey  
Title: Executive Vice President

## **SCHEDULE A**

### **BROKER SERVICES**

- a. Evaluate City's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with City to review City's risk management program.
- b. Review and analyze City's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve City's insurance program.
- c. Analyze current insurance market conditions and advise City of significant implications for City's insurance program.
- d. Facilitate, market and procure quotations from carriers, review and analyze quotations and provide proposals for review by City.
- e. Secure and bind all coverages accepted by City.
- f. Coordinate loss prevention services provided by any insurance City with those services provided by Broker.
- g. Analyze past and current claim and loss history information and advise City of significant implications for City's insurance program.

**RESOLUTION NO. 10-014 (FAILED)**

A RESOLUTION of the City Council of the City of SeaTac, Washington calling for a special election on November 2, 2010, to place before the qualified electors of the City the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government be adopted; and submitting this call to the King County Department of Elections for a formal order calling for a special election to be held in conjunction with the November 2, 2010 General Election.

**WHEREAS**, the City Council requests a special election on the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government should be adopted, and

**WHEREAS**, the City Council desires to have this matter placed before the voters on November 2, 2010;

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

**Section 1.** The City Council finds it necessary to call a special election to be held in the City at the time of the next General Election of November 2, 2010, on the proposition of whether the City electors desire to abandon the present Council-Manager plan of government and adopt the Mayor-Council plan of government.

**Section 2.** A special election is hereby called for November 2, 2010, to place before the qualified electors of the City the following proposition:

**PROPOSITION  
CHANGE IN PLAN OF GOVERNMENT**

Shall the City of SeaTac abandon its present Council-Manager plan of government under which it currently operates pursuant to RCW 35A.13 and adopt in its place the Mayor-Council plan of government pursuant to the provisions of RCW 35A.12?

Yes.....[ ]  
No.....[ ]

*failed*

Section 3. King County Department of Elections is hereby requested to issue a formal order calling for a special election to be held in the City of SeaTac in conjunction with the November 2, 2010 general election to place the foregoing proposition before the qualified electors of the City.

Section 4. The City Clerk is authorized and directed to file a certified copy of this Resolution, together with the Certification of the City Attorney with the King County Department of Elections upon passage of this Resolution.

**PASSED** this 27th day of July, 2010 and signed in authentication thereof on this 27th day of July, 2010.

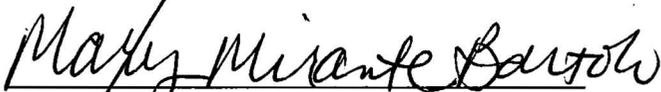
**CITY OF SEATAC**

  
\_\_\_\_\_  
Terry Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Election to Change Plan of Government 2010]

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Legal

Agenda Bill #: 3247

TITLE: A Resolution calling for a special election on November 2, 2010, to place before the qualified electors of the City the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government be adopted; and submitting this call to the King County Department of Elections for a formal order calling for a special election to be held in conjunction with the November 2, 2010 General Election.

July 16, 2010
__ Ordinance <input checked="" type="checkbox"/> Resolution __ Motion __ Info. Only __ Other
Date Council Action Requested: <u>RCM 07/27/2010</u>
Ord/Res Exhibits: _____
Review Dates: <u>RCM 07/13/2010</u>
Prepared By: <u>Mark S. Johnsen, Senior Assistant City Attorney for Councilmember Forschler</u>
Director: <u>Mary Mianta Bayles</u> Attorney: <u>Mary Mianta Bayles</u>
Finance: <u>Mary Mianta Bayles</u> BARS #: <u>001.000.05.511.70.51.004</u>
City Manager: <u>Todd Pettit</u>

mrl  
KSA

**SUMMARY:** The proposed Resolution calls for a Special Election, to be held in conjunction with the 2010 General Election, on the issue of whether the City should abandon its current Council-Manager plan of government and adopt the Mayor-Council plan of government.

**DISCUSSION / ANALYSIS / ISSUES:** The proposed Resolution was presented to the City Council by Councilmember Forschler during New Business at the July 13, 2010 Council Meeting. At the request of Councilmember Fernald, the Resolution was moved to the July 27, 2010 Council Meeting.

The proposed Resolution calls for a Special Election, to be held in conjunction with the 2010 General Election, on the issue of whether the City should abandon its current Council-Manager plan of government and adopt the Mayor-Council plan of government. The 2010 General Election is scheduled for November 2, 2010.

If the Resolution is passed, a certified copy shall be transmitted by the City Clerk to the King County Department of Elections for review and for placement upon the ballot in November, 2010.

**RECOMMENDATION(S):** Staff makes no recommendation.

**FISCAL IMPACT:** The 2010 General Election is not a General Municipal Election. Therefore, the City will bear the cost of conducting this Special Election. King County Elections has advised the City Clerk that the cost of such an election in 2010 will be between \$25,000 and \$30,000. If this issue was on the ballot in November, 2011, King County Elections has stated that there is no additional cost beyond what the City pays to hold the City Council elections. This amount has not been budgeted in 2010, and thus a budget amendment will be needed before the end of the year.

**ALTERNATIVE(S):** Do not pass the Resolution.

**ATTACHMENTS:** None.

**RESOLUTION NO. 10-015**

A RESOLUTION of the City Council of the City of SeaTac, Washington sponsoring the request of the South Correctional Entity to join the Association of Washington Cities Employee Benefit Trust.

**WHEREAS**, the City of SeaTac is a member of the South Correctional Entity (SCORE) which was created by an inter-local co-operation agreement as authorized by RCW 39.34; and

**WHEREAS**, SCORE will provide misdemeanor jail services for the City of SeaTac; and

**WHEREAS**, SCORE would like to participate in the Association of Washington Cities (AWC) Employee Benefit Trust benefits program as a quasi-municipal entity; and

**WHEREAS**, Association of Washington Cities (AWC) Employee Benefit Trust requires that a city member of the Association of Washington Cities (AWC) Employee Benefit Trust sponsor a non-city entity's request before the non-city entity can participate in the Association of Washington Cities (AWC) Employee Benefit Trust benefit programs;

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

1. The City of SeaTac, with this Resolution, sponsors the request of the South Correctional Entity (SCORE) for application to join the Association of Washington Cities (AWC) Employee Benefit Trust as a non-city entity.
2. The City of SeaTac requests that the South Correctional Entity (SCORE) be allowed membership into the Association of Washington Cities (AWC) Employee Benefit Trust.

PASSED this 10<sup>th</sup> day of August, 2010 and signed in authentication thereof on this 10<sup>th</sup> day of August, 2010.

**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Sponsoring SCORE]

**RESOLUTION NO. 10-016**

A RESOLUTION of the City Council of the City of SeaTac, Washington revising the process for the performance evaluation of the City Manager.

**WHEREAS**, RCW 35.13 provides that the City Manager serves at the pleasure of the City Council; and

**WHEREAS**, the City Council believes that it is appropriate to have a written process for evaluating the City Manager on a yearly basis, consistent with all applicable laws and the City Council's Administrative Procedures; and

**WHEREAS**, the City Council passed Resolution 07-016 that set forth an evaluation process of the City Manager; and

**WHEREAS**, a new process to evaluate the City Manager should be in place, and that Resolution 07-016 should therefore be repealed.

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

**Section 1.** In order to establish and maintain effective City Council and City Manager relations, it is essential that the City Council establish an evaluation process that offers an opportunity for Council members and the City Manager to review the performance of the City Manager. This evaluation should focus on how effectively the City Manager is accomplishing the goals established by the City Council and how he/she is carrying out his/her responsibilities in key performance areas. Specifically, the evaluation should serve the following needs:

- 1) Allow the City Manager and City Council to identify, assess and refine their respective roles, relationships, and expectations of responsibilities to each other.
- 2) Compare the progress of the City toward achieving the interim goals mutually agreed to by the City Council and the City Manager during the Budget Process.

- 3) Allow discussion of the City Manager's strengths and weaknesses as demonstrated by performance during the evaluation period, with the objective of increasing the City Manager's effectiveness.
- 4) Give the City Council the opportunity to provide positive feedback in areas that have been handled well and to clarify areas where the City Manager could become more effective through improved performance.

**Section 2.** The following process is established to conduct the performance evaluation of the City Manager.

- 1) The evaluation process shall occur each year around the time of the City Manager's contract anniversary date. However, the Council may require an additional evaluation at any time during the year.
- 2) The City Manager shall complete the "Comments of the City Manager" section of each area/component of the evaluation form to include objective accomplishments of the City Manager or the City's overall accomplishment of goals set by the City Council. The City Manager shall send the Performance Review form to include his/her Comments to the Mayor and each Councilmember at least thirty (30) days prior to the City Manager's contract or appointment anniversary date.
- 3) The Mayor and Council shall have ninety (90) days from their receipt of the Performance Review form to complete and sign the City Manager's performance review.
- 4) In completing the performance evaluation, the Council and Mayor shall use the following steps:
  - a. Councilmembers and the Mayor shall each complete an evaluation form, providing their rating, commendations, directions for improvement and comments for each area/component of the performance review.
  - b. One Councilmember, as designated by the Mayor, shall tabulate the evaluation results. The performance rating from each evaluator will be averaged for each area/component of the evaluation. Evaluators' narratives in each section, i.e. Commendations, Directions for Improvement and Comments, of each area/component shall be accumulated. Duplicative narratives may be combined.
  - c. The City Council shall meet with the City Manager to jointly review the evaluation. The City Manager may at the time of this meeting or within five (5) work days from this meeting, submit his/her comments in response to the Council's evaluation rating or narratives.

- d. The City Council may meet to discuss and edit the overall Performance Review as needed until a final draft is agreed upon by the majority of the seven (7) member Council. The final draft is then signed by all seven (7) members of the Council.

**Section 3.** The Mayor shall review with the City Council the City Manager's employment adjustment request(s), including salary and benefits, and shall also solicit additional adjustment suggestions from the Council.

**Section 4.** Any performance evaluation of the City Manager shall not be construed as a contractual promise, a contract or covenant of employment, nor is it a guarantee of employment if certain performance standards are met. Continued employment of the City Manager is solely a decision of the City Council.

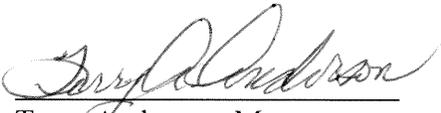
**Section 5.** Should any provision of this Resolution conflict with the provisions of an employment contract between the City Manager and the City, the provisions of the contract shall prevail.

**Section 6.** The evaluation form to be utilized as part of the City Manager evaluation process outlined in Section 2 of this Resolution is attached as Exhibit A.

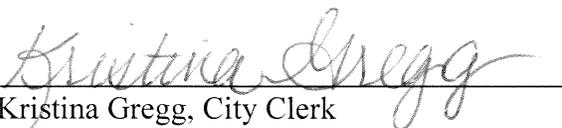
**Section 7.** Resolution 07-016 is hereby repealed.

PASSED this 26th day of October, 2010 and signed in authentication thereof on this 26th day of October, 2010.

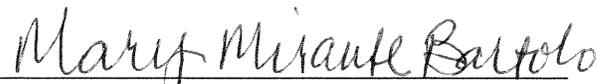
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[City Manager Performance Review Process Revision]



## Performance Review of City Manager Instruction Guide

Attached is the performance review form for the City Manager. It encompasses seven primary areas/components: (1) Organizational Development; (2) Fiscal/Business Management; (3) Relationship with City Council; (4) Long-Range Planning/Strategic Plan; (5) Relationship with Public/Public Relations; (6) Intergovernmental Relations; and (7) Professional/Personal Traits/Development. Within each primary area, the City Manager's job responsibilities and the performance standards by which the City Manager's performance shall be measured have been identified.

A space has been provided within each performance area for you to include commendations, directions for improvement, and your comments. Each person preparing the form is encouraged to select specific examples of why a particular rating has been chosen. The "directions for improvement" should give the City Manager constructive information as to what/how to correct/improve areas/items noted. If the improvement requires budgetary resources, allow him/her to place specific terms on her/his work plan for the following year.

### RATING

Rating values are used to make assessments. They fall into five main categories:

- 1 – *Unacceptable*. Employee does not possess/demonstrate sufficient competence in this component to adequately perform the duties of the position. Comments must justify rating.
- 2 – *Needs Improvement in Some/Selected Areas*. Employee demonstrates shortfalls in certain areas which can reasonably be corrected through additional training, experience and/or supervision. Comments must identify performance shortfalls.
- 3 – *Meets Expectations/Requirements* for this component.
- 4 – *Exceeds Expectations/Requirements*. Often exceeds performance standards or consistently exceeds performance standards in selected areas. Comments must identify specific incidents or selected areas of performance above standards.
- 5 – *Outstanding Performance*. Consistently exceeds all performance standards for this component. Comments must justify rating.

Performance Standards will be considered effective when a majority of the performance standard conditions have been successfully fulfilled in each primary area.

### PROCESS

Each evaluator shall fill out the Performance Review form to include his/her rating of the City Manager's performance in each primary area, commendations observed, directions for improvement, and comments.

After each and every evaluator has completed his/her Performance Review of the City Manager, a designated Councilmember will tabulate the average rating of the evaluators by each area/component and accumulate all narratives of commendations, directions for improvement and comments within each primary areas. Duplicative narratives may be combined. The Council may convene in Executive Session to discuss and edit the Performance Review as needed until a final draft is agreed upon by the majority of the Council.



# Performance Review of City Manager

2. \_\_\_\_\_
3. \_\_\_\_\_

**Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## II. FISCAL/BUSINESS MANAGEMENT

**Responsibilities:**

- Plans, organizes and directs the preparation of an annual budget with documentation, etc., that conforms to guidelines adopted by the Council, and provides budget recommendations to Council for adoption.
- Plans, organizes and administers the adopted budget with approved revenues and expenditures.
- Provides for a system to properly monitor budget revenues and expenditures; provides concise, understandable, up-to-date budget and financial reports to the Council.
- Plans, organizes and provides for a long-range financial planning.
- Ensures effective financial controls per legal requirements and best management practices.
- Plans, organizes and oversees the economic utilization of manpower, materials, and machinery.
- Ensures organization is aware of and maintains current knowledge of trends in technology.
- Plans, organizes and directs the maintenance of City-owned facilities, buildings, and equipment; develops a long-range plan for capital improvements for facilities.

**Performance Standard:**

*Fiscal/Business Management will be considered effective when a majority of the following conditions have been successfully fulfilled.*

- Budget preparation and management are thorough and effective.
- The budget reflects sensitivity to local economics, politics, and goals/objectives.
- Cost-effective measures are persistently pursued.
- City resources are properly utilized; most effective methods are used for service delivery.
- Financial reporting is timely and understandable.
- Maintains up-to-date capital improvement plan and infrastructure maintenance needs.
- Physical facilities management is efficient.
- Capital projects are completed within adopted budgets and timeframes.

**Rating:**

- \_\_\_\_\_ 1 (Unacceptable)  
\_\_\_\_\_ 2 (Needs Improvement in Some/Selected Areas)

# Performance Review of City Manager

- \_\_\_\_\_ 3 (Meets Expectations/Requirements)
- \_\_\_\_\_ 4 (Exceeds Expectations/Requirements)
- \_\_\_\_\_ 5 (Outstanding)

**Commendations** (Area(s) of performance calling for praise/commendation):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### III. RELATIONSHIP WITH CITY COUNCIL

**Responsibilities:**

- Maintains effective communication, both verbal and written, with Mayor and Council.
- Maintains availability to Council, either personally or through designated subordinates.
- Establishes and maintains a system of reporting to Council current plans and activities of the City.
- Plans and organizes materials for presentations to the Council, either verbally or written, in the most clear, concise, and comprehensive manner possible.
- Provides support to the members of the City Council; assist Council members with a variety of activities, providing leadership and information as requested.

**Performance Standard:**

*Relationship with Mayor and City Council will be considered effective when a majority of the following conditions have been successfully fulfilled.*

- Materials, reports, presentations and recommendations are clearly and convincingly made.
- Listens to Council concerns and issues.
- Communications are made in a timely, forthright, and open manner.
- Demonstrates what he/she says can be accepted at face value.
- Maintains confidentiality; maintains respect for Mayor and Council; takes a consistent position; establishes and maintains confidences.
- Facilitates Council action, including adopting of ordinances, coordinates agenda preparation, and provides information and background required by Council.
- Ensures that policies/issues are effectively analyzed, potential solutions and impacts are thoroughly researched, and meaningful options/recommendations are fairly and objectively presented.
- Ensures adequate information is provided to Mayor and Council to make decisions.

# Performance Review of City Manager

- Keeps Council well-informed and involved on major issues that should be addressed or monitored for possible action.
- Responses to requests are made promptly and completely; responses are accurate and objective; provided equal access to information in accordance with adopted Council rules.
- Ensures a system is in place to report to Mayor and Council current plans, activities, and events of the City.
- Remains open and accessible to all members of the City Council equally.

**Rating:**

- \_\_\_\_\_ 1 (Unacceptable)
- \_\_\_\_\_ 2 (Needs Improvement in Some/Selected Areas)
- \_\_\_\_\_ 3 (Meets Expectations/Requirements)
- \_\_\_\_\_ 4 (Exceeds Expectations/Requirements)
- \_\_\_\_\_ 5 (Outstanding)

**Commendations** (Area(s) of performance calling for praise/commendation):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## IV. LONG-RANGE PLANNING/STRATEGIC DIRECTION

**Responsibilities:**

- Maintains knowledge of new technologies, systems, methods, etc., in relation to City services.
- Plans and organizes a process of program planning in anticipation of future needs and problems.
- Establishes and maintains an awareness of developments occurring within other cities or other jurisdictions that may have an impact on City activities.
- Facilitates strategic planning with the City Council to establish long-term goals.
- Ensure major projects within the City are appropriately managed and completed timely and within budget parameters.
- Provides leadership and direction for major public works projects and long range capital programs.

**Performance Standard:**

*Strategic Direction will be considered effective when a majority of the following conditions have been successfully fulfilled.*

# Performance Review of City Manager

- A well-constructed, long-range strategic plan/direction is currently in operation.
- Annual operational plans are carried out by Staff.
- An on-going monitoring process is in operation to attain quality assurance in program and project implementation.
- Program evaluation and personnel evaluation are inter-related with the strategic plan process.
- Legislative knowledge is current and complete.

**Rating:**

- \_\_\_\_\_ 1 (Unacceptable)
- \_\_\_\_\_ 2 (Needs Improvement in Some/Selected Areas)
- \_\_\_\_\_ 3 (Meets Expectations/Requirements)
- \_\_\_\_\_ 4 (Exceeds Expectations/Requirements)
- \_\_\_\_\_ 5 (Outstanding)

**Commendations** (Area(s) of performance calling for praise/commendation):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## V. RELATIONSHIP WITH PUBLIC/COMMUNITY

**Responsibilities:**

- Ensures that employees who come in contact with the public, either by phone or in person, are well trained in customer service skills, demonstrate an attitude of helpfulness, courtesy, and sensitivity to the public.
- Maintains current knowledge and understanding of the City of SeaTac community including its issues, challenges and service needs; effectively analyze and make recommendations of policies, methods and services in the best interest of the community.
- Establishes and maintains an image of the City to the community that represents service, vitality and professionalism.
- Establishes and maintains an effective working relationship with private, non-governmental agencies, organizations, and groups involved in areas of concern that relate to services or activities of the City.
- Maintains visibility in community forums, providing accurate and relevant information about City services and issues.
- Effectively handles citizens' concerns, complaints, inquiries, and requests for information.

# Performance Review of City Manager

- Establishes and maintains sound relationships with the business and development communities.
- Maintains open and effective relations with local and regional news/media organizations.

**Performance Standard:**

*Relationship with the Public/Community will be considered effective when a majority of the following conditions have been successfully fulfilled:*

- Contacts with the media are timely and credible.
- Publications are varied and consistently well-received by citizens.
- Feedback from the public and the community leadership is positive.
- City has good professional image with comparable organizations.
- Participates actively and assumes a supportive role within the community.
- Anticipates (or avoids, if possible) actions which present the City in an unfavorable light.
- Recommend programs and services that meet the
- Creates programs to market the benefits and quality of life in the City.
- Fulfills the role of facilitator/mediator of controversial projects within the community.

**Rating:**

- \_\_\_\_\_ 1 (Unacceptable)
- \_\_\_\_\_ 2 (Needs Improvement in Some/Selected Areas)
- \_\_\_\_\_ 3 (Meets Expectations/Requirements)
- \_\_\_\_\_ 4 (Exceeds Expectations/Requirements)
- \_\_\_\_\_ 5 (Outstanding)

**Commendations** (Area(s) of performance calling for praise/commendation):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## VI. INTERGOVERNMENTAL RELATIONS

**Responsibilities:**

- Maintains awareness of developments and plans in other cities or jurisdictions that may relate to or affect City government, programs and activities.
- Establishes and maintains a liaison with other governmental jurisdictions in those areas of service that improve or enhance the City's programs.

# Performance Review of City Manager

- Maintains communications with governmental jurisdictions with which the City is involved or interfaces.
- Keeps Council advised of new and impending legislation and development in the area of public policy.
- Communicates with State and Federal officials and legislators to present the City's viewpoint on pending administrative or legislative actions.

**Performance Standard:**

*Intergovernmental Relations services will be considered effective when a majority of the following conditions have been successfully fulfilled.*

- Sufficient activity with municipal and professional organizations.
- Provides examples of good ideas from other jurisdictions to Council for consideration as appropriate.
- Positive relationship with surrounding cities.
- Good cooperation with County and State agencies.
- Understands problems of other agencies and jurisdictions in achieving City objectives.
- Constructively cooperative in interacting with other agencies and jurisdictions in achieving City objectives.

**Rating:**

- \_\_\_\_\_ 1 (Unacceptable)
- \_\_\_\_\_ 2 (Needs Improvement in Some/Selected Areas)
- \_\_\_\_\_ 3 (Meets Expectations/Requirements)
- \_\_\_\_\_ 4 (Exceeds Expectations/Requirements)
- \_\_\_\_\_ 5 (Outstanding)

**Commendations** (Area(s) of performance calling for praise/commendation):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## VII. PROFESSIONAL/PERSONAL ATTRIBUTES

**Responsibilities:**

- Encourages and promotes broadening of professional development for himself/herself and for Staff.
- Decisiveness in leadership performance.
- Demonstrates effective, innovative leadership; leads by example.

# Performance Review of City Manager

- Builds and maintains collaborative, cohesive and effective work teams.
- Effectively communicates verbally and in writing.

## **Performance Standard:**

*Professional/Personal Traits/Development will be considered effective when a majority of the following conditions have been successfully fulfilled.*

- Demonstrates fairness, integrity, ethics and professionalism in decision making and his/her day-to-day conduct; accepts responsibility.
- Projects a professional image as a respectable leader of the organization.
- Encourages collaboration and teamwork; demonstrates ability to build effective, cohesiveness teams in Staff.
- Management techniques show evidence of innovation, imagination and decisiveness.
- Motivates staff and recognizes achievement.
- Supports and encourages skills development via training, education and job enrichment.
- Faces difficult decisions without delay.
- Demonstrates good professional judgment, has courage of his/her convictions, and knows when compromise is appropriate.
- Appropriately seeks advice of others.
- Remains calm and diplomatic in the face of crisis, disappointment and/or conflict; demonstrates tact, patience and courtesy at all times.
- Verbal communication is commendable.
- Demonstrates active listening skills.
- Written communication is clear, concise and understandable.
- Demonstrates sufficient organizational skills and attention to details.
- Values continuous improvement and keeps up to date with the latest techniques.
- Presents ideas of staff with appropriate credit to Council.
- Is regarded as an effective organizational leader.

## **Rating:**

- \_\_\_\_\_ 1 (Unacceptable)
- \_\_\_\_\_ 2 (Needs Improvement in Some/Selected Areas)
- \_\_\_\_\_ 3 (Meets Expectations/Requirements)
- \_\_\_\_\_ 4 (Exceeds Expectations/Requirements)
- \_\_\_\_\_ 5 (Outstanding)

## **Commendations** (Area(s) of performance calling for praise/commendation):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## **Directions for Improvement** (Specific area(s) that need strengthening):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## **Comments/Recommendations** (Observations of Evaluators):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## **Comments of the City Manager** (Self-evaluation of objective accomplishments in this area/component or responses to any of the rating/commendations/directions/comments above):

1. \_\_\_\_\_
2. \_\_\_\_\_

# Performance Review of City Manager

3. \_\_\_\_\_

*Form Completed on (date):* \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by:

\_\_\_\_\_  
Terry Anderson, Mayor                      Date

\_\_\_\_\_  
Gene Fisher, Deputy Mayor                      Date

\_\_\_\_\_  
Tony Anderson, Councilmember                      Date

\_\_\_\_\_  
Pam Fernald, Councilmember                      Date

\_\_\_\_\_  
Rick Forschler, Councilmember                      Date

\_\_\_\_\_  
Mia Gregerson, Councilmember                      Date

\_\_\_\_\_  
Ralph Shape, Councilmember                      Date

**RESOLUTION NO. 10-017**

A RESOLUTION of the City Council of the City of SeaTac,  
amending Section 10 of the City Council Administrative  
Procedures related to Council relations with Staff.

**WHEREAS**, RCW 35A.12.120 requires that the Council shall determine its own rules and order of business and may also establish rules for the conduct of meetings and the maintenance of order; and

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

**WHEREAS**, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution;

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

**Section 1.** Section 10 of the City Council Administrative Procedures is hereby amended to read as follows:

**Section 10. Council Relations with Staff**

- (A) There will be mutual respect from both Councilmembers and staff of their respective roles and responsibilities when, and if expressing criticism in a public meeting. City staff acknowledges the Council as policy makers and the Councilmembers acknowledge staff as administering the Council's policies.
- (B) Neither the Mayor nor any Councilmember shall direct the City Manager to initiate any action or prepare any report that is major in nature, or initiate any major project or study without the approval of a majority of the Council.
- (C) All requests for significant information, statistics, interpretations, or answers to questions from a Councilmember shall be directed to the City Manager by means of hardcopy or electronic version (e-mail) of the Council Information Request. The City Manager shall reply by acknowledging receipt and by providing an estimated time or date for substantive response. The City Manager shall forward the request to the appropriate Department Director for written or electronic response.
- (D) All written material accumulated and/or prepared in response to an individual

Councilmember shall be provided by the City Manager, to all Councilmembers.

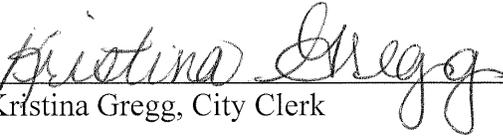
- (E) All requests for minor information, statistics, interpretations, or answers to questions may be directed to the City Manager or directly to involved staff. It is understood that staff receiving such requests are required to advise their supervisor and/or Department Director of any request for the purpose of assuring integrity of the chain of command and chain of communication to the City Manager.
- (F) Councilmembers shall not attempt to coerce or influence staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- (G) The Council shall not attempt to change or interfere with the operating rules and practices of any City department.
- (H) The following definitions shall apply to this Section:
  - (1) "Major" information, statistics, interpretations, or answers to questions means any effort which is reasonably estimated to entail more than two hours of staff time.
  - (2) "Significant" information, statistics, interpretations, or answers to questions means any effort which is reasonably estimated to entail one hour or more, but less than two hours, of staff time.
  - (3) "Minor" information, statistics, interpretations, or answers to questions means any effort which is reasonably estimated to entail only an immediate response or less than one hour of staff time.

**PASSED** this 9th day of November, 2010 and signed in authentication thereof on this 9th day of November, 2010.

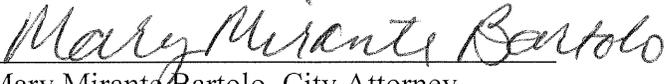
**CITY OF SEATAC**

  
Terry Anderson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney

[Amend Admin. Procedures Section 10]

RESOLUTION NO. 10-018

A RESOLUTION of the City Council of the City of SeaTac, Washington, cancelling outstanding municipal checks and unclaimed deposits for reporting to the State of Washington Department of Revenue Unclaimed Property Section.

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

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

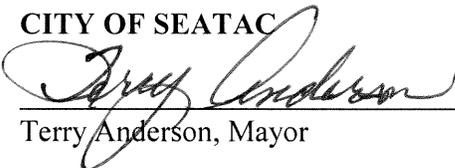
WHEREAS, the Finance Department has made all reasonable attempts to resolve these outstanding municipal checks and unclaimed deposits; and

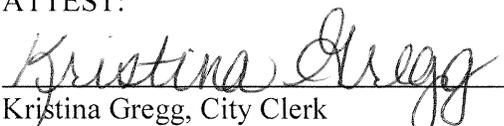
WHEREAS, the City Council of the City of SeaTac wishes to cancel all outstanding, stale dated municipal checks and unclaimed deposits as detailed in Exhibit A;

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

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

PASSED this 29th day of November, 2010, and signed in authentication thereof on this 29th day of November, 2010.

CITY OF SEATAC  
  
Terry Anderson, Mayor

ATTEST:  
  
Kristina Gregg, City Clerk

Approved as to Form:  
  
Mary E. Mirante Bartolo, City Attorney

## EXHIBIT A

**OUTSTANDING UNCLAIMED MUNICIPAL CHECKS AND UNCLAIMED DEPOSITS CANCELLATION LISTING**

11/1/2010

**OUTSTANDING UNCLAIMED DEPOSITS**

9/30/1996	Hardeep Singh	Bid/Bond Deposit	\$1,500.00	001.237.06
10/22/1991	Saresam Ventures	Bid/Bond Deposit	\$3,500.00	001.237.06

**TOTAL OUTSTANDING UNCLAIMED DEPOSITS \$5,000.00****CLAIMS CHECKS**

<u>CHECK NUMBER</u>	<u>CHECK DATE</u>	<u>PAYEE NAME</u>	<u>COMMENTS</u>	<u>AMOUNT</u>	<u>Void Date</u>	<u>BARS ACCT NUMBER</u>
82377	10/20/2008	Mengstab Teklehaimanot	unclaimed	24.68	11/1/2010	001.000.02.515.50.49.064
86176	8/20/2009	Shawn Hampson	unclaimed	21.64	11/1/2010	001.000.02.515.50.49.064
86925	10/20/2009	Michelle Diggs	unclaimed	26.16	11/1/2010	001.000.02.512.50.49.057
87051	11/5/2009	Cricket Communications	unclaimed	225.55	11/1/2010	001.000.13.558.60.42.029
87119	11/5/2009	Lawrence Williams	unclaimed	100.00	11/1/2010	001.237.32
87173	11/5/2009	Romero Watkins	unclaimed	21.08	11/1/2010	001.000.02.512.50.49.064
87195	11/5/2009	Teresa Chaumacero	unclaimed	15.00	11/1/2010	001.237.32
87856	12/31/2009	Ron D. Lipke	unclaimed	23.75	11/1/2010	001.000.02.512.50.49.064
88185	1/29/2010	Samual C. Cook	unclaimed	22.06	11/1/2010	001.000.02.515.50.49.064
88226	1/29/2010	Yuri Maksimov	mail returned	100.00	6/11/2010	001.000.02.512.50.49.065
88285	2/19/2010	Dan Simon	unclaimed	24.48	11/1/2010	001.000.02.515.50.49.064
88445	2/19/2010	Theresa Ruiz	mail returned	23.24	6/11/2010	001.000.02.512.50.49.064
88765	3/19/2010	Indemnity Co of California	unclaimed	3,100.00	11/1/2010	001.237.06
88789	3/19/2010	Kelly Ritzgerald	unclaimed	24.33	11/1/2010	001.000.02.515.50.49.064
88811	3/19/2010	Melinda Dammel	unclaimed	21.01	11/1/2010	001.000.02.512.50.49.064
88839	3/19/2010	Pro-Staff Development	mail returned	53.00	6/11/2010	001.237.06
88850	3/19/2010	Sarah Holbrook	unclaimed	22.27	11/1/2010	001.000.02.512.50.49.064
88931	4/5/2010	Bryan Dill	unclaimed	30.40	11/1/2010	001.000.02.512.50.49.064
89031	4/5/2010	Nathaniel M. Vidiya	mail returned	24.35	9/14/2010	001.000.02.512.50.49.064
89051	4/5/2010	Phedra Quincey	unclaimed	50.00	11/1/2010	001.237.32
89074	4/5/2010	Sherri Leonard	unclaimed	25.67	11/1/2010	001.000.02.512.50.49.064

**TOTAL CLAIMS CHECKS** 3,978.67**TOTAL UNCLAIMED PROPERTY \$8,978.67**

**RESOLUTION NO. 10-019**

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting the City of SeaTac 2011–2016 Capital Improvement Program.

**WHEREAS**, the Washington State Growth Management Act of 1990 requires cities to prepare a comprehensive plan that must include a six year plan on how the city will finance capital facilities within projected funding capacities and identify sources of public funding for such purposes; and

**WHEREAS**, the Capital Improvement Program assists in meeting this requirement by identifying both projects and funding sources; and

**WHEREAS**, a Capital Improvement Program promotes governmental efficiency by planning, coordinating and scheduling long-range projects; and

**WHEREAS**, a Capital Improvement Program assists the City Council and staff in guiding long-range development; and

**WHEREAS**, a Capital Improvement Program assists in setting city financial and capital priorities; and

**WHEREAS**, it is recognized that the 2011-2016 Capital Improvement Program is a six year “plan” only, and is subject to change; and

**WHEREAS**, only the first year of the Capital Improvement Program is adopted by the City Council in its annual budget ordinance;

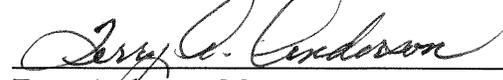
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:**

Section 1. The City of SeaTac 2011-2016 Capital Improvement Program is adopted by reference as a guide for future capital improvement projects and policies.

Section 2. The City Manager is directed to submit annual updates of the Capital Improvement Program to the City Council for review and adoption.

PASSED this 14th day of December, 2010, and signed in authentication thereof on this 14th day of December, 2010.

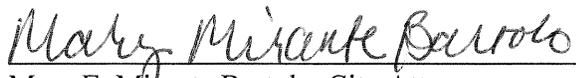
CITY OF SEATAC

  
\_\_\_\_\_  
Terry Anderson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

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

[2011–2016 Capital Improvement Program]