



# Planning and Economic Development Committee Agenda REGULAR MEETING

October 16, 2025  
4:00 pm–5:30 pm  
*Hybrid Meeting*

*This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” channel 1 grey box.*

*A quorum of the Council may be present.*

**Committee Members:** Councilmember James Lovell, Chair  
Councilmember Jake Simpson  
Mayor Mohamed Egal

**Staff Coordinator:** Evan Maxim, CED Director

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	4:00
2	<p><b>PUBLIC COMMENTS:</b> The committee will hear in-person public comments and will also provide remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 pm, the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.</p> <ul style="list-style-type: none"><li>• Instructions for registering to providing oral public comments are located at the following link: <a href="#">Registration for Oral Public Comments - Council Committees and Citizen Advisory Committees</a></li><li>• Submit email/text public comments to <a href="mailto:pedpubliccomment@seatacwa.gov">pedpubliccomment@seatacwa.gov</a>. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.</li></ul>		Chair	4:00 (5 min)
3	Minutes of 09/18/2025 regular meeting	Review and approve	Committee	4:05 (5 min)

4	23:59 Crisis Centers: Code Amendment	Referral to Planning Commission	Ramon Rodriguez	4:10 (30 min)
5	Sustainable Airport Master Plan Environmental Review – Budget Amendment, Interlocal Agreement, Contract	Review and Recommendation	Evan Maxim	4:40 (20 min)
6	Directors Update	Informational Briefing	Evan Maxim	5:00 (10 min)
7	Adjourn		Chair	5:10



## Planning & Economic Development Committee Minutes

Thursday, September 18, 2025

4:00 PM – 5:30 PM

\* Hybrid Meeting \*

Commenced: 4:00 pm

Adjourned: 5:54 pm

<b>Committee Members:</b>	<b>Present</b>	<b>Absent</b>	<b>Excused</b>	<b>Unexcused</b>
<b>James Lovell</b> , Chair	X			
<b>Mohamed Egal</b> , Mayor	X			
<b>Jake Simpson</b> , Councilmember		X		
<b>Other Councilmembers:</b>	<b>None</b>			

**Staff & Presenters:** *CED Director Evan Maxim, Planning Manager Jenn Kester, Principal Planner Kaelene Nobis, Admin Assistant 3 Barb Mailo*

1. Call to Order	(4:00 pm) Chair <b>Lovell</b> called the meeting to order and roll call.
2. Public Comments	<p><b>Written comments:</b></p> <ul style="list-style-type: none"> <li>• <b>Written Public Comments:</b> None</li> <li>• <b>Remote comments:</b> None</li> <li>• <b>In-person comments:</b> None</li> </ul>
3. Minutes of the 07/17/2025 regular meeting	<p><b>Review and Approve</b></p> <p>(4:02 pm) Consensus approval of the meeting minutes by PED Committee members present.</p>
4. Bullpen Property Acquisition: Update	<p><b>Informational Briefing</b></p> <p>Presented by <i>CED Director Maxim</i></p> <p>The purpose of the presentation:</p> <p><i>Starting in early 2024, the City of SeaTac has been exploring the possible purchase of the “Bullpen” property. The property is located at 20001 International Boulevard, near the recently selected Civic Campus site. Following City Council guidance, staff have negotiated initial terms to purchase the property and we are preparing for due diligence.</i></p> <ul style="list-style-type: none"> <li>○ Comments by Mayor <b>Egal</b> and Chair <b>Lovell</b></li> </ul>

<p>5. King County Countywide Planning Policies: Ratification</p>	<p style="text-align: right;"><b>EXHIBIT 3: Page 2 of 2</b> <b>DATE: 10/16/2025</b></p> <p><b>Review and guidance</b></p> <p><b>Presented by</b> <i>CED Director Maxim</i></p> <p>The purpose of the presentation:</p> <p><i>Staff is providing an update to the PED committee related the 2025 King County amendments to the Countywide Planning Policies (CPPs). Staff is also recommending that the City Council ratify the CPPs by taking no action.</i></p> <ul style="list-style-type: none"> <li>○ Comments by <i>Chair Lovell</i> and <i>Mayor Egal</i></li> </ul> <p><i>The PED Committee directed staff to take no further action.</i></p>
<p>6. Landlord Outreach: CRF24-11</p>	<p><b>Review and guidance</b></p> <p>Presented by <i>Principal Planner Nobis</i> and <i>Planning Manager Kester</i></p> <p><i>Response to CRF 2024-11 regarding landlord engagement and support.</i></p> <ul style="list-style-type: none"> <li>○ Discussion commenced with <i>Mayor Egal, Chair Lovell, Principal Planner Nobis</i></li> </ul> <p><i>The PED Committee supported the proposed approach by CED.</i></p>
<p>7. Director's Update</p>	<p><b>Informational Briefing</b></p> <p>Presented by <i>CED Director Maxim</i>.</p> <ul style="list-style-type: none"> <li>• Vacancy in Code Compliance Officer position, recruiting externally, 30 days or soon if possible</li> <li>• Building Official Mary Kate McGee retired, promoted Scott Shannon into the Building Official position and filling Scott's Building Supervisor position</li> <li>• Completed most of the process to City Sub Area Plan</li> <li>• Completed review of permit fees, meeting on Oct 2<sup>nd</sup> to reflect update on permit fees for new construction</li> <li>• Planning Commission completed Public Hearing for draft Critical Area Ordinance</li> <li>• Public Works, Human Services, and CED Staff have been coordinating a proposed tiny home village with Tukwila. The property was previously grass field and plans are to convert this property into a tiny home village</li> </ul> <ul style="list-style-type: none"> <li>○ Comments by <i>Mayor Egal</i> and <i>Chair Lovell</i></li> </ul>
<p>8. Adjourn</p>	<p><i>(5:54 pm) Chair Lovell</i> adjourned the meeting</p>



## MEMORANDUM COMMUNITY & ECONOMIC DEVELOPMENT

Date: 10/16/2025  
To: Planning & Economic Development (PED) Committee  
From: Ramon Rodriguez, Senior Planner  
Subject: Code Amendments: “23-hour Crisis Relief Centers” and similar uses in the designated Urban Center of the City of SeaTac.

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### Summary

This meeting is meant to provide the Planning & Economic Development Committee (PED) an overview of “23-hour Crisis Relief Centers”, and similar uses code amendments in the designated Urban Center of the City of SeaTac.

Staff will brief PED on 23-hour Crisis Relief Centers, their potential impacts and how it should be regulated within SeaTac’s Urban Center.

The purpose of this meeting is to inform and discuss staff recommendations on how 23-hour Crisis Relief Centers should be defined and where it should be located within SeaTac’s Urban Center in preparation of Planning Commission review.

### Background / Analysis

The city is investigating if code amendments are necessary to the SeaTac Zoning Code regarding how to define 23-hour Crisis Relief Centers and where it should be allowed within SeaTac’s Urban Center.

On April 8, 2025, the City Council adopted a moratorium (Ordinance No. 25-1004) prohibiting the permanent Establishment of 23-hour Crisis Relief Centers and similar uses in the designated Urban Center of the City of SeaTac. The moratorium is effective until April 8, 2026.

The moratorium established an action plan with the following benchmark items:

1. By October 2025: staff study of applicable statues, materials and studies related to the 23-hour crisis relief centers and their potential compatibility in the Urban Center. PED Committee will review staff findings and provide further guidance on necessary action(s).
2. By January 2026: Planning Commission review public hearing and recommendation on any proposed code amendment(s).
3. By March 2026: PED Committee and/or City Council Study Session review and recommendations to City Council. March to April 2026 City Council review and action.

### Summary of Key Research:

To help aid in an understanding of the topic, the following bullet points contain relevant research information.

### What is a 23-hour Crisis Relief Center?

- 23-hour Crisis Relief Centers are a type of short-term crisis stabilization or mental health treatment center designed to provide care for up to 23 hours and 59 minutes.

- These facilities are often used as alternatives to hospitalization for individuals experiencing a behavioral health crisis, such as severe anxiety, depression, suicidal ideation, or psychosis.

**Certification Standards for 23-Hour Crisis Relief Centers.** Below summarizes the WAC 246-341-0903, which outlines certification standards for agencies operating 23-hour crisis relief centers (CRRCs) effective September 8, 2024.

### 1. General Operations

- Services must address mental health and substance use crises, including chemical withdrawal.
- Patient stays are limited to 23 hours and 59 minutes, extendable to 36 hours under specific conditions (e.g., pending transfer or crisis responder evaluation).
- The facility must operate 24/7 with a multidisciplinary team, including nurses, credentialed behavioral health professionals, peers, and prescriber access.
- No medical clearance is required for walk-ins or first responder drop-offs (e.g., via 988).
- No-refusal policy applies for law enforcement, including tribal agencies.
- On-site capability for dispensing medication, medication management, and minor wound care is required.
- Pathways must be established for transfer to higher medical care when needed.
- Facilities must coordinate with tribal/Veterans Administration systems for culturally relevant aftercare.
- Infection control protocols must be in place (hand hygiene, disinfection, etc.).

### 2. Intake & Screening.

All individuals must be oriented and screened for:

- Suicide and violence risk (with comprehensive assessment if indicated)
- Nature of crisis
- Physical and cognitive health (including dementia screening)
- If admission is declined, the center must document and support the individual in accessing alternative services.

### 3. Admission Requirements

- Must accept eligible individuals 90% of the time when not at capacity.
- Admission assessment must determine monitoring needs based on condition, behavior, or substance use.
- “Eligible” individuals are age 18+ with behavioral health crises whose physical needs can be addressed on-site.
- “Full capacity” is defined by the number of certified recliners; temporary overcapacity is permitted under no-refusal rules.

### 4. Facility Design & Construction

New or modified buildings must comply with the 2022 FGI Guidelines for Hospitals, Behavioral Health Crisis Units, and ventilation standards and must include:

- Public walk-in entrance
- First responder drop-off zone
- At least one private bed space for 24–36-hour stays
- Staff awareness systems (e.g., motion tracking, door systems)
- Accessible telephones for patients
- Pre-construction meetings are required for projects over \$250,000.
- Construction documents must include functional program narratives, architectural/engineering plans, safety measures, and infection control plans.

### **Existing 23-hour Crisis Relief Centers and similar sites**

- Washinton State currently has one operating 23-hour Crisis Relief Center located in Kirkland called the Crisis Care Center Connections. A second facility is currently in the funding states and will be in Bellingham. That project is being developed by Whatcom County.
- Since there are limited examples of 23-hour Crisis Relief Centers in Washington state, research was done on similar facilities in other states such as Arizona, Missouri and Virginia.
- Zoning Codes in Washington State and in other states do not specifically identify 23-hour Crisis Relief Center as its own land use classification. The facilities are permitted under a general medical designation and are permitted typically in industrial and commercial zoning districts.

### **SeaTac's Urban Center boundary and potential development standard hindrance.**

- SeaTac's Urban Center is comprised of City Center, Angle Lake Station Area, and South 154<sup>th</sup> Street Station Area Overlay Districts. It also includes the following zoning designations; Urban Residential Medium (URM), Urban Residential High (URH), Urban Residential High-Mixed Use (URH-MU), Regional Business Mix (RBX) and Community Business in the Urban Center (CB-C) zoning designations.
- City Center, Angle Lake Station Area, and South 154<sup>th</sup> Street Station Area Overlay Districts all require driveways serving front yard porte-cochere building entries to be approved by the Director and include only the short-term parking that can be accommodated along one (1) double-loaded drive aisle.

### **Potential impacts and potential siting locations.**

- The WAC is vague as to whether medications for Opioid Use Disorder (MOUD) must be provided at facilities, but it is allowed and is considered best practice according to the Washington State Health Care Authority.
- While alternative health facilities can provide some stabilization support, they are not designed to meet the immediate needs of individuals experiencing a crisis. Consequently, this could mean excessive waiting times for non-23-hour Crisis Relief Centers.
- Local emergency departments can often receive individuals immediately; however, they typically lack the specialized staff needed to adequately support those experiencing a behavioral health crisis.
- The lack of 23-hour Crisis Relief Centers could overburden existing systems like hospitals and jails.
- Given the potential impacts and examples of how other jurisdictions have regulated 23-hour Crisis Relief Centers staff conclude that 23-hour Crisis Relief Centers should be regulated like a hospital land use within the Urban Center.
- Hospitals are allowed within the Urban Center in the following areas:
  - City Center Overlay District CB-C allowed as a primary permitted use and UVH as a conditional use. South 154<sup>th</sup> Street Overlay District
  - CB-C allowed as a primary permitted use.
  - Angle Lake Overlay District not allowed.
  - The CB-C outside an overlay district allowed as a primary permitted use.
  - RBX outside an overlay district allowed as a primary permitted use.

### **Staff Findings and Recommendations:**

Currently, there is only one operational 23-hour Crisis Relief Center in Washington State. Due to the limited in-state examples, staff reviewed comparable facilities in other states. A common trend among jurisdictions is that 23-hour Crisis Relief Centers and similar programs are typically allowed under a broad land use category. While the WAC does not clearly require the provision of MOUD at these facilities, their use is permitted and recognized as a best practice by the Washington State Health Care Authority.

Given the 23-hour Crisis Relief Centers potential impacts, staff recommends the Planning Commission consider code amendments to the “hospital” land use definition to include 23-hour Crisis Relief Centers as a hospital subcategory. Therefore, 23-hour Crisis Relief Centers could be allowed within the Urban Center in all areas that allow a hospital land use. The Planning Commission could also consider which zones are appropriate for a hospital use.

In addition, the overlay districts in the Urban Center contain specific development standards for the design of sites. Since having convenient drop-off areas are vital to the development of 23-hour Crisis Relief Centers, Staff recommends the Planning Commission consider the creation of specific development standards to aid the development of 23- hour Crisis Relief Centers within the Urban Center.

**Budget Significance**

Not applicable.

**PED Committee Direction**

Staff requests the PED consider the research and staff recommendation and forward the project to the Planning Commission for further review.

**Packet Materials**

- Memo
- Power Point Presentation

# 23-HOUR CRISIS RELIEF CENTERS

10/16/2025

EXHIBIT 4b: Page 1 of 19

DATE: 10/16/2025



## PURPOSE OF PRESENTATION

- Staff to provide a background and research overview.
- Request guidance and a recommendation for Planning Commission's review of code amendments to address 23-hour Crisis Relief Centers.

## WHY IS THIS ISSUE IMPORTANT?

- SeaTac Municipal Code does not address 23-hour Crisis Relief Centers.
- Ordinance no. 25-1004 was adopted on April 8, 2025, creating a moratorium on the permanent establishment of 23-hour Crisis Relief Centers and similar uses in the designated Urban Center of the City of SeaTac.
- Ordinance no. 25-1004 requires PED review of staff findings and further guidance on necessary actions by October 2025.

**COMMITTEE ACTION REQUESTED:** Consider the research and staff recommendation and forward the project to the Planning Commission for further review.

**STAFF RECOMMENDATION:** Forward this topic to the Planning Commission for their consideration of:

- Code amendments to change the land use definition of Hospital to include 23-hour Crisis Relief Centers.
- Establishment of development standards associated with 23-hour Crisis Relief Centers.

**REVIEWS TO DATE:** Ordinance No. 25-1004, moratorium April 8, 2025.



# WHAT IS A 23-HOUR CRISIS RELIEF CENTER?

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- 23-hour Crisis Relief Centers are a type of short-term crisis stabilization or mental health treatment center designed to provide care for up to 23 hours and 59 minutes.
- These facilities are often used as alternatives to hospitalization for individuals experiencing a behavioral health crisis, such as severe anxiety, depression, suicidal ideation, or psychosis.



## General Operations

- Services must address mental health and substance use crises, including chemical withdrawal.
- Patient stays are limited to 23 hours and 59 minutes, extendable to 36 hours under specific conditions (e.g., pending transfer or crisis responder evaluation).
- The facility must operate 24/7 with a multidisciplinary team, including nurses, credentialed behavioral health professionals, peers, and prescriber access.
- No medical clearance is required for walk-ins or first responder drop-offs (e.g., via 988).
- No-refusal policy applies for law enforcement, including tribal agencies.
- On-site capability for dispensing medication, medication management, and minor wound care is required.
- Pathways must be established for transfer to higher medical care when needed.
- Facilities must coordinate with tribal/Veterans Administration systems for culturally relevant aftercare.
- Infection control protocols must be in place (hand hygiene, disinfection, etc.).



## Intake & Screening

All individuals must be oriented and screened for:

- Suicide and violence risk (with comprehensive assessment if indicated)
- Nature of crisis
- Physical and cognitive health (including dementia screening)
- If admission is declined, the center must document and support the individual in accessing alternative services.

## Admission Requirements

- Must accept eligible individuals 90% of the time when not at capacity.
- Admission assessment must determine monitoring needs based on condition, behavior, or substance use.
- “Eligible” individuals are age 18+ with behavioral health crises whose physical needs can be addressed on-site.
- “Full capacity” is defined by the number of certified recliners; temporary overcapacity is permitted under no-refusal rules.



## Facility Design & Construction

New or modified buildings must comply with the 2022 FGI Guidelines for Hospitals, Behavioral Health Crisis Units, and ventilation standards must include:

- Public walk-in entrance
- First responder drop-off zone
- At least one private bed space for 24–36-hour stays
- Staff awareness systems (e.g., motion tracking, door systems)
- Accessible telephones for patients
- Pre-construction meetings are required for projects over \$250,000.
- Construction documents must include functional program narratives, architectural/engineering plans, safety measures, and infection control plans.



# EXISTING 23-HOUR CRISIS RELIEF CENTERS IN WASHINGTON STATE

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Washinton State	Status	Type of Facility/ Services provided	Zoning
Kirkland  The first Crisis Care Center, Connections (11410 NE 122nd Way)	Operating	The facility includes walk-in urgent care, crisis stabilization and outpatient recovery	TL 10C: A commercial/industrial property listing notes that TL 10C zoning—within the Totem Lake Business District—allows a variety of uses, including industrial and warehouse operations.
Center Whatcom County/ Bellingham  23-Hour Crisis Relief Center Whatcom County (the physical address has not been assigned as the site has not been built)	Funding Stage	23-Hour Crisis Relief Center, offering trauma-informed crisis stabilization and medication services.	NA

# SIMILAR 23-HOUR CRISIS RELIEF CENTERS IN OTHER STATES

City/ State	Services provided	Allowed Zones	Land Use
<p>Tucson, AZ Crisis Response Center (CRC) at 2802 E Dist rict Street in Tucson:</p>	<p>Tucson center is open 24/7/365. Services provided include a walk-in mental health clinic, a 23-hour stabilization unit, and an crisis stabilization unit.</p> <p>Psychiatric evaluation, crisis stabilization, enrollment in outpatient services like therapy, emergency medication refills, and referrals to community resources.</p>	<p>Medical services are allowed in the following zones, R-2, R-3 with Permitted as Special Exception Use, Office Zones (O-1, O-2, O-3)</p> <p>Commercial and Mixed-Use Zones (C-1, OCR-2, etc.)</p> <p>Industrial Zones (I-1, I-2)</p> <p>Special Use Zones (MU – Mixed-Use, RVC)</p>	<p>Medical Service - Extended Health Care</p> <p>Medical Service - Major</p> <p>Medical Service - Outpatient</p>

# SIMILAR 23-HOUR CRISIS RELIEF CENTERS IN OTHER STATES

City/ State	Services provided	Allowed Zones	Land Use
Raymore, MO  23-Hour Behavioral Health Crisis Center (BHCC)  1010 Remington Plaza	Operates 24/7/365 and offers short-term stabilization services for individuals experiencing a behavioral health crisis. Patients can stay for up to 23 hours, during which they receive basic needs support (like food, a shower, clean clothes), assessment, and linkage to appropriate follow-up care	C-2, C-3  Commercial Districts or BP Business Park District	Medical building (behavioral health crisis center—Compass BHCC)



# SIMILAR 23-HOUR CRISIS RELIEF CENTERS IN OTHER STATES

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City/ State	Services provided	Allowed Zones	Land Use
Empath, VA  8300 Boone Blvd Ste 500, Vienna VA 22182	EmPATH stands for Emergency Psychiatry Assessment, Treatment, and Healing.	The C-4 zoning designation in Vienna typically includes:  High-density commercial uses, especially office buildings—often Class A and larger complexes.  Permitted uses usually include general offices, medical facilities, professional services, and potentially some complementary retail or service amenities, subject to town-specific zoning rules.	Medical Care Facility



# IDEAL 23-HOUR CRC CHARACTERISTICS RECOMMENDED BY WASHINGTON STATE HEALTH CARE AUTHORITY

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- Is it easily accessible by public transport?
- People should be able to self-refer to a facility and receive services.
- Can law enforcement/EMS/fire do drop-offs with ease?

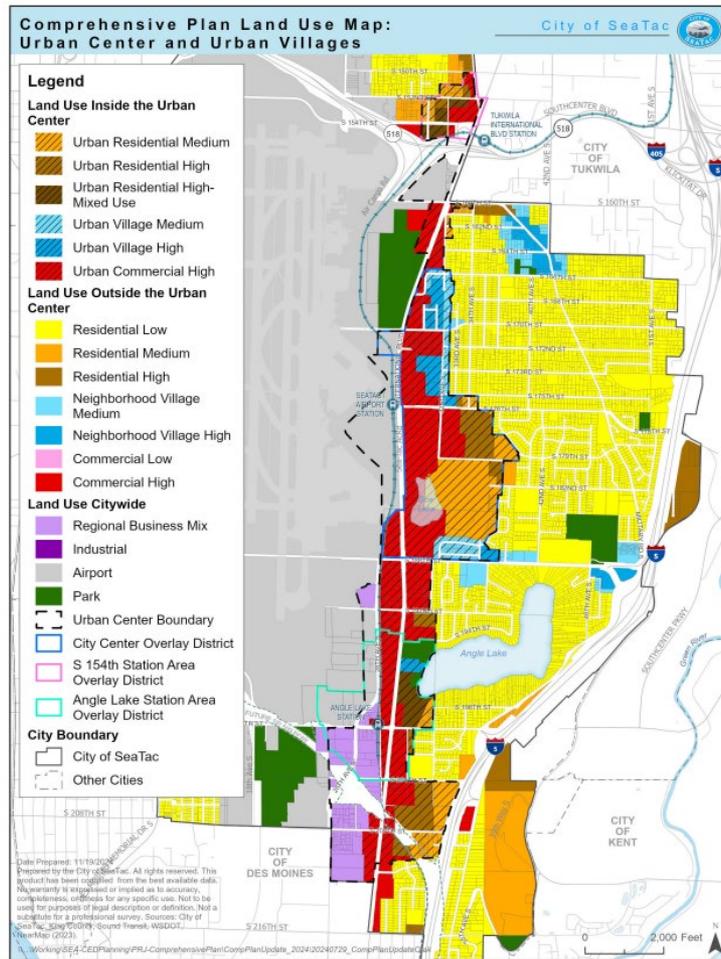


- The WAC is vague as to whether medications for Opioid Use Disorder (MOUD) must be provided at facilities, but it is allowed and is considered best practice according to the Washington State Health Care Authority.
- While alternative health facilities can provide some stabilization support, they are not designed to meet the immediate needs of individuals experiencing a crisis. Consequently, this could mean excessive waiting times for non-23-hour Crisis Relief Centers.
- Local emergency departments can often receive individuals immediately; however, they typically lack the specialized staff needed to adequately support those experiencing a behavioral health crisis.



- The lack of 23-hour Crisis Relief Centers could overburden existing systems like hospitals and jails.
- Given the potential impacts and examples of how other jurisdictions have regulated 23-hour Crisis Relief Centers staff conclude that 23-hour Crisis Relief Centers should be regulated like a hospital land use within the Urban Center.
- Hospitals are allowed within the Urban Center in the following areas:
  - City Center Overlay District CB-C allowed as a primary permitted use and UVH as a conditional use.
  - South 154th Street Overlay District. CB-C allowed as a primary permitted use.
  - Angle Lake Overlay District not allowed.
  - The CB-C outside an overlay district allowed as a primary permitted use.
  - RBX outside an overlay district allowed as a primary permitted use.





Map 3.1. Comprehensive Plan Land Use Map: Urban Center and Urban Villages

SeaTac's Urban Center is comprised of:

- City Center Overlay District,
- Angle Lake Station Area Overlay District, and
- South 154<sup>th</sup> Street Station Area Overlay Districts

It also includes the following zoning designations;

- Urban Residential Medium (URM),
- Urban Residential High (URH),
- Urban Residential High-Mixed Use (URH-MU),
- Regional Business Mix (RBX) and
- Community Business in the Urban Center (CB-C) zoning designations.

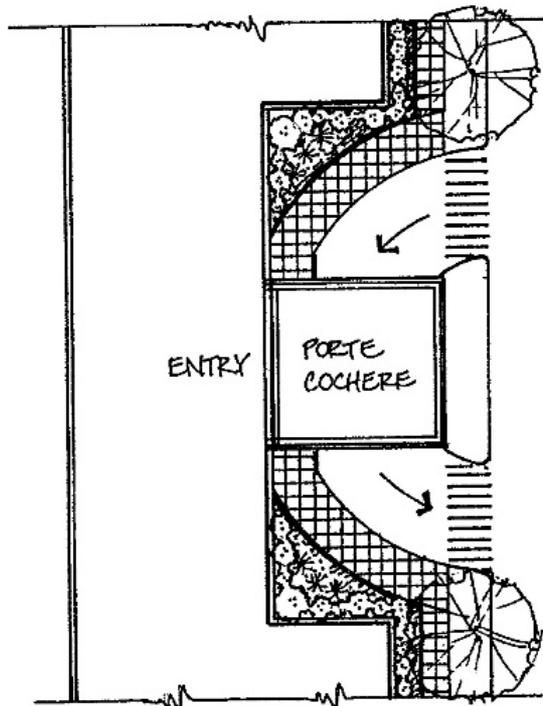


# CODE IN THE OVERLAY DISTRICTS THAT MIGHT HINDER 23-HOUR CRC DEVELOPMENT

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A version of the development standard below exists in all the SeaTac's Overlay Districts

- Driveways serving front yard porte-cochere building entries shall be approved by the Director and include only the short-term parking that can be accommodated along one (1) double-loaded drive aisle.



# SEATAC'S URBAN CENTER ZONES THAT PERMIT HOSPITALS.

## Urban Center outside of an Overlay District

Land Use	URM	URH	URH-MU	CB-C	RBX
Hospital				P	P

## City Center Overlay District

Land Use	MHP	URM	URH	URH-MU	CB-C	UV H	UVM
Hospital					P	C	

## South 154th Street Station Area Overlay District

Land Use	URM	URH	URH-MU	CB-C
Hospital				P

## Angle Lake Station Area Overlay District

Land Use	UR M	UR H	URH- MU	UV H	RB X	CB- C	I	P
Hospital								



SeaTac was tasked with regulating 23-Hour Crisis Relief Centers in SeaTac's Urban Center. Staff analyzed similar uses in and out of Washington state and realized those facilities are regulated by broad medical land use designations.

Given 23- Hour Crisis Relief Centers potential impacts, staff recommends the Planning Commission consider code amendments to the "hospital" land use definition to include 23-hour Crisis Relief Centers as a hospital subcategory. The Planning Commission could also consider which zones are appropriate for a hospital use.

Staff also recommends the Planning Commission to consider the creation of specific development standards to aid the development of 23- hour Crisis Relief Centers within the Urban Center.



# POTENTIAL COMMITTEE ACTION

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**COMMITTEE ACTION REQUESTED:** Consider the research and staff recommendation and forward the project to the Planning Commission for further review.

**STAFF RECOMMENDATION:** Forward this topic to the Planning Commission for their consideration of:

- Code amendments to change the land use definition of Hospital to include 23-hour Crisis Relief Centers.
- Establishment of development standards associated with 23-hour Crisis Relief Centers.

**REVIEWS TO DATE:** Ordinance No. 25-1004, moratorium April 8, 2025.





## MEMORANDUM COMMUNITY & ECONOMIC DEVELOPMENT

Date: 10/16/2025  
To: Planning & Economic Development (PED) Committee  
From: Evan Maxim, Community and Economic Development Director  
Subject: Sustainable Airport Master Plan: Interlocal Agreement Amendment, Budget Amendment, and Letters of Engagement.

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### Summary

On September 26, 2025, the Federal Aviation Administration issued their NEPA review Finding of No Significant Impact / Record of Decision (FONSI / ROD) for the SEA Airport Sustainable Airport Master Plan (SAMP). A copy of the FONSI / ROD ([linked here](#)) is available for review on the [Port of Seattle's website](#).

The City of SeaTac partnered with the cities of Normandy Park, Burien, and Des Moines to comment on the Environmental Assessment, which was issued by the FAA in late 2024. Based upon a preliminary review of the FONSI / ROD, the four cities are concerned that the FAA did not fully address comments made by each city and the four cities collectively.

Consequently, the four cities are continuing to coordinate and are seeking City Council authorization to

- Update the "Four-City Interlocal Agreement" to reflect shared legal counsel;
- Retain attorneys from Leech Tishman and Ogden Murphy Wallace to serve as legal counsel; and
- Amend the 2025-2026 Biennial Budget for expenditures related to retaining legal counsel.

Staff is seeking a recommendation from the PED committee supporting City Council review and action of these three items.

### Background / Analysis

On December 10, 2024, the City Council authorized the City of SeaTac (AB 6555) to enter into a 4-City Interlocal Agreement with the cities of Burien, Normandy Park, and Des Moines, to facilitate commenting on the then-Draft Environmental Assessment (EA) issued by the FAA on the SAMP. A copy of the comments from the four cities, along with SeaTac's individual comments, is attached to this memo for reference. The cities understood that these comments would be considered by the FAA and would be addressed in the issuance of the Final Environmental Assessment by the FAA.

The Final Environmental Assessment was issued concurrently with the FONSI / ROD on September 26, 2025; any challenge to the FONSI / ROD must be filed within 60 days (November 25, 2025). Following the completion of the NEPA review process, the Port of Seattle has indicated that the Port intends to complete its SEPA review process. It is possible that the NEPA environmental review will significantly inform the upcoming SEPA review.

The four cities believe that it is important to retain outside legal counsel to advise each jurisdiction on the best approach to engaging with the FAA and the Port of Seattle around the NEPA and SEPA reviews. To engage joint outside legal counsel, the four cities will need to amend the 4-City Interlocal Agreement (draft attached). Additional funding and authorization to enter into a letter of engagement with the outside legal counsel is also required of each city participating in the 4-City Interlocal Agreement.

### Interlocal Agreement

A draft of the 4-City Interlocal Agreement (ILA) is attached to this memo for review. Please note that the draft ILA retains the language related to the shared consultant and adds language to provide for joint legal counsel to the four cities. Costs for the consultant – and newly added legal counsel – are shared between the four cities proportionally, based upon the population. The City of SeaTac will manage payments for invoices associated with legal counsel and the consultant. A joint appeal of either the FAA's FONSI / ROD or the anticipated Port of Seattle SEPA Environmental Impact Statement will require unanimous approval by the four cities. The ILA contains provisions to allow the four cities to coordinate with each other and legal counsel throughout the process. Any city may withdraw from the Four-City ILA with thirty (30) days prior notice to the other cities.

### Letters of Engagement

The City of SeaTac staff took the lead to identify outside legal counsel to support the four cities; following an interview and review of credentials, staff recommend retaining the legal firms of Leech Tishman (NEPA focus) and Ogden Murphy Wallace (SEPA focus). Each firm has provided a draft Letter of Engagement for review, which is attached to this memo. Please note that each city will need to enter into a separate Letter of Engagement with both legal firms, to ensure that all communication between the cities and the legal counsel is privileged.

### Budget Amendment

Staff are proposing to amend the revenues and expenditures in the Port ILA Fund 105 in the 2025-2026 SeaTac Biennial Budget. The proposed expenditure of \$350,000 represents the estimated cost of legal counsel. SeaTac anticipates that approximately 74% of this expenditure will be covered through the proportional cost sharing agreement between the four cities. Consequently, staff are anticipating up to \$259,000 in revenues from the cities of Burien, Normandy Park, and Des Moines. Please note that the actual expenditure and revenues will depend heavily on the need to engage legal counsel throughout the process.

### **Budget Significance**

The 2025-2026 Budget for the Port ILA Fund 105 will be amended to reflect \$350,000 in expenditures and an estimated \$259,000 in revenues.

### **PED Committee Direction**

Staff is seeking PED Committee direction to bring the following items to a future Regular Council Meeting for action by the City Council:

1. Adopt the Four-City Interlocal Agreement;
2. Amend the 2025-2026 Biennial Budget for the Port ILA Fund 105 to reflect \$350,000 in expenditures and an estimated \$259,000 in revenues; and,
3. Authorize the City Manager to enter into Letters of Engagement with Leech Tishman and Ogden Murphy Wallace.

### **Packet Materials**

- This memo
- Draft Four City Interlocal Agreement
- Joint Comment Letter on Draft Environmental Assessment, dated December 12, 2024
- SeaTac Comment Letter on Draft Environmental Assessment, dated December 13, 2024
- Draft Letter of Engagement, Leech Tishman
- Draft Letter of Engagement, Ogden Murphy Wallace

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK,  
AND SEATAC FOR LEGAL AND ENVIRONMENTAL REVIEW IN CONNECTION WITH THE NEPA AND  
SEPA EVALUATIONS OF THE SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as "Burien," the City of Des Moines, a municipal corporation hereinafter referred to as "Des Moines," the City of Normandy Park, a municipal corporation hereinafter referred to as "Normandy Park," and the City of SeaTac, a municipal corporation hereinafter referred to as "SeaTac," and all four cities collectively referred to as the "Parties" or "Cities," for the purpose of review and commenting on, and as necessary, taking legal action in connection with the environmental review process, analysis, and documents prepared for the Port of Seattle's the Sea-Tac Airport Sustainable Airport Master Plan.

**1. Background.** The Port of Seattle ("Port") operates the Sea-Tac International Airport ("Airport" or "Sea-Tac"). The Port is currently drafting a "Sustainable Airport Master Plan" ("SAMP") that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act ("NEPA") and the Washington State Environmental Policy Act ("SEPA"), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port. Furthermore, the Parties have determined that it may be in their common interest to coordinate any legal action that they feel is appropriate in response to the Federal Aviation Administration (FAA) decisions on an environmental assessment (EA) prepared according to the requirements of the National Environmental Policy Act (NEPA) and the Port of Seattle's decisions on an environmental impact statement (EIS) prepared according to the requirements of the Washington State Environmental Policy Act (SEPA).

**2. Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port's SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port's environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP's environmental impacts, as well as legal counsel to support any formal challenge to the outcome of either or both environmental processes. This Agreement establishes a process for the selection and funding of these consultants and legal counsel.

**3. Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port and the FAA. This could include commenting on the Port's and FAA's selected environmental review process and any documents which may be issued as part of that

process. The Parties agree to coordinate their comments at each of these steps and to issue a single comment letter signed by each Party's designated representative.

4. **Legal Counsel.** It may be in the best interest of the Parties to jointly hire legal counsel with expertise in environmental law to support a legal challenge to either the NEPA conclusions, the SEPA conclusions, or both. If it is agreed to hire legal counsel, the Parties will work cooperatively and collaboratively on every aspect of the legal challenge(s) and shall be in mutual agreement prior to moving forward with any step in the legal process.

5. **Consultant Selection.** Should the Parties decide to jointly hire a consultant and/or legal counsel, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, and if needed, only one legal representative will be retained, with the understanding that the retained consultant or legal counsel may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:

- a. Determine what consultant and/or legal expertise is needed;
- b. Determine which Party will be the lead for contract administration;
- c. Determine project budget and contribution amount from each Party;
- d. Publish/Circulate Notice Requesting Statement of Qualifications;
- e. Review statements and determine selection for interviews;
- f. Conduct interviews, with interested Parties represented;
- g. Make final consultant/legal counsel selection;
- h. Develop a final Scope of Work;
- i. Negotiate consultant/legal counsel contract;
- j. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.

6. **Consultant Funding.** If consultants and/or legal counsel are hired as contemplated in Section 5 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds should be committed prior to approval of consultant contract as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing. Funding percentages shall be proportionally split among the Parties based on population and shall be reviewed and updated administratively annually based on the Office of Finance Management population numbers.

7. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:

a. Each Party shall assign a representative(s) (“Party Representative(s)”) to help prepare and/or participate in review of draft work products. The Party Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner to keep each jurisdiction apprised of the status of the consultant’s or legal counsel’s work.

b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.

c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.

d. If an individual jurisdiction takes legal action they shall notify all Parties, so that the Parties can decide whether to intervene or provide assistance.

e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.

8. **Decision-making for legal counsel services.** The Parties share the goal of consensus decision-making when providing direction to legal counsel or engaging in legal action. The Parties also recognize that their respective City Councils, leadership, and communities may differ in their desire to engage in legal challenges and have different financial constraints.

a. Unanimous agreement by all four cities is required to proceed with the filing of a joint appeal by the legal counsel retained under this ILA.

b. A majority of the four cities (i.e. three cities) is required to continue appeals at each stage of the appeal process. Any party may withdraw from pending litigation subject to Section 14 below.

9. **Contract Management and Fiscal Management.** Contracts for consultant(s) and legal counsel shall be administered by the City of SeaTac. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with all Parties regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc. Management of fiscal matters associated with this Agreement shall be administered by the City of SeaTac. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc. Each Party will require a separate letter of engagement with legal counsel in order to ensure attorney client privilege of communications under this ILA, although work will be done and billed under a single primary contract.

10. **Communication with Consultant.** Communication with hired legal team shall include a point person from the City who is administering the contract. If staff at the City who is administering the contract needs to communicate with the legal team, they shall include an additional appointed person from a different city as agreed upon by the cities. Any communication outside of the prescribed process or group authorization may be considered individual communication with legal counsel and may be billed directly to the associated City and not part of the ILA.
11. **Additional Consultant Services.** Each Party retains the right to hire their own consultants and legal counsel at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.
12. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.
13. **Duration.** This Agreement shall be effective upon execution by each Party and shall remain in full force and effect through the completion of the SAMP environmental review process and any appeals, anticipated to be completed by December 31, 2028.
14. **Termination.** Any Party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other Parties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.
15. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all Parties.
16. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS.
17. **Written Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
18. **Hold Harmless.** Each Party to this Agreement shall defend, indemnify, and hold the other Party(ies), its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses

or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers, or representatives.

**19. Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services.

**20. Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all Parties.

**21. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

Dated this \_\_\_\_ day of **November** 2025.

**CITY OF BURIEN**

**CITY OF DES MOINES**

\_\_\_\_\_  
Adolfo Bailon, City Manager  
400 SW 152nd St,  
Suite 300  
Burien, WA 98166

\_\_\_\_\_  
Katherine Caffrey, City Manager  
21630 11th Avenue S,  
Suite A  
Des Moines, WA 98198

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
TBD, City Attorney

\_\_\_\_\_  
Tim George, City Attorney

**CITY OF NORMANDY PARK**

**CITY OF SEATAC**

\_\_\_\_\_  
Amy Arrington, City Manager  
801 SW 174th Street  
Normandy Park, WA 98166

\_\_\_\_\_  
Jonathan Young, City Manager  
[4800 South 188th Street](#)  
[SeaTac, WA 98188-8605](#)

APPROVED AS TO FORM

APPROVED AS TO FORM

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Kari Sand, City Attorney

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Cindy Corsilles, Interim City Attorney

DRAFT



December 12, 2024

Mr. Steve Rybolt  
Port of Seattle, Aviation Environment and Sustainability  
P.O. Box 68727  
Seattle, WA 98168  
Sent via email: samp@portseattle.org

Dear Mr. Rybolt:

### **Introduction**

Thank you for the opportunity to review and comment on the Seattle Tacoma Sustainable Airport Master Plan Environmental Assessment. On behalf of the Cities of Burien, Normandy Park, SeaTac, and Des Moines, Washington, we are writing to share our collective comments and observations regarding the Seattle Tacoma International Airport (SEA) Sustainable Airport Master Plan Environmental Assessment (EA).

We recognize the Port of Seattle's significant role in driving the economic growth of our region and appreciate the airport's importance in facilitating regional, national, and international connectivity. However, as communities directly affected by airport operations and development, we believe it is essential that SEA growth is balanced to sustain the quality of life in the region, particularly for those communities adjacent to SEA. Historically, south King County, including the communities within the general study area, has a large population of minority and low-income communities. The increase in impacts on these already disadvantaged communities is unfair and must be addressed by the Port.

In an effort to share our concerns and comments regarding the environmental assessment and impacts to our citizens, we have engaged in an effort to review the EA, in spite of the limited time offered by the Port, we wish to provide the following comments related to the Environmental Assessment and the impacts our communities face due to the existing and growing impacts attributed to the airport.

First and most importantly, regardless of legal and regulatory requirements for abatement and mitigation of these impacts, it is our hope that the Port of Seattle will proactively and

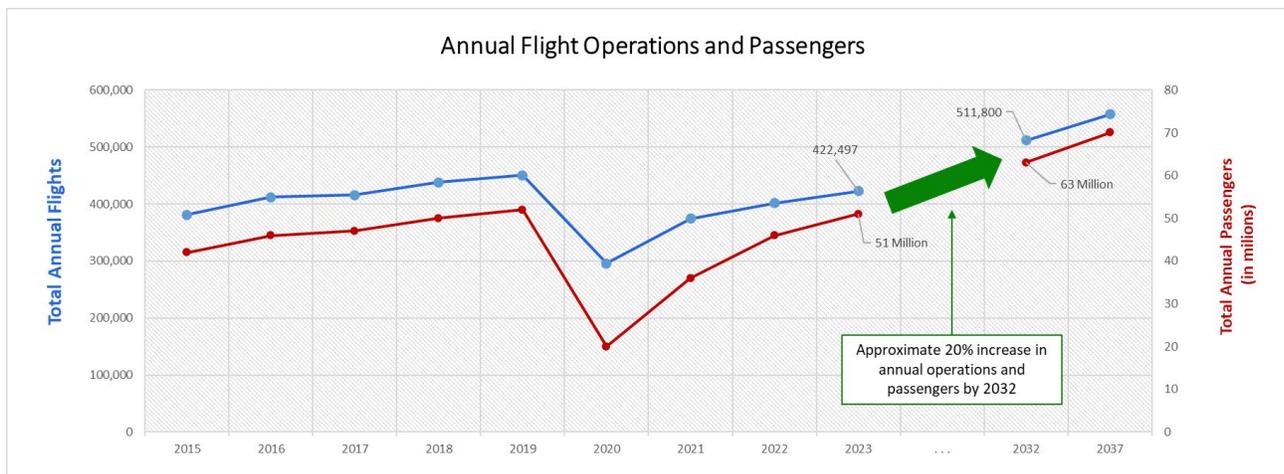
collaboratively engage with the leadership in our four cities to understand these concerns, within and alongside of the NEPA process. Collaboration will build trust and enable partnership with impacted communities, enabling the region to work together on shared economic goals. Working together we can respond to growing demand at SEA, while acknowledging and addressing the inevitable impacts of that growth, most of which will be experienced by our residents who live closest to the airport.

**Insufficient timeframe for review of EA**

Many of our residents expressed concern over the time allotted for the public comment period. We understand the Port requested an extension which was granted. However, the amount of information contained in the Environmental Assessment combined with the highly technical nature of the content would require months to review thoroughly. The review period, even with the extension, does not provide ample time for professional staff, including environmental specialists to conduct a proper review and to provide comment. It is very disappointing that the FAA offered such a short timeframe, especially considering the magnitude of the SAMP and Environmental Assessment. In many ways it seems allowing the public to review the assumptions, analyses, and conclusions, was more about “checking a box” rather than truly seeking input. It is our hope that this is not the Port’s intention, and more time will be put into long-term planning for truly understanding and addressing the impacts that will result in not only the SAMP projects, but also the growth expected over the next ten (10) years. This should not be just about “checking a box” but rather respecting the communities and environment that are directly and indirectly impacted by SEA.

**Aircraft Noise**

The expansion of operations at SEA will result in increased impacts, particularly for nearby communities. Residents of our communities are subjected to constant aircraft overflights day and night, irrespective of runway usage or flow. Operational levels have reached pre-COVID levels and are expected to continue to growth through the EA study period. By 2032, annual operations are forecast to reach 511,800. This is an increase of nearly 20%, resulting in more overflights, more noise events, and more disruptions to conversations, learning, working, and sleeping.



Data Source: Port of Seattle Environment and Sustainability & 2023 Annual Report and SEA SAMP DRAFT EA, Appendix A  
Total Annual Passenger data is rounded to the nearest million.

According to the environmental assessment, noise exposure will not exceed NEPA thresholds; however, the DNL 65 dBA contour will expand, resulting in “significant” (as defined in CFR Part 150) aircraft noise exposure for more residents and noise-sensitive facilities, including libraries, schools, childcare centers, nursing homes, and places of worship.

Mitigation Status / Land Use	2022 Existing Condition DNL 65+ dB	2032 No Action DNL 65+ dB	2032 Proposed Action DNL 65+ dB	Existing (2022) vs. No Action (2032)	Existing (2022) vs. Proposed Action (2032)
<b>Sound Insulation Completed</b>					
Single-Family	3,193	4,146	4,258	953	1,065
Multi-Family	349	388	436	39	87
Mobile Home	0	0	0	0	0
<i>Sub Total</i>	<i>3,542</i>	<i>4,534</i>	<i>4,694</i>	<i>992</i>	<i>1,152</i>
					0
<b>Not Sound Insulated</b>					0
Single-Family	662	1,046	1,089	384	427
Multi-Family	1,887	3,782	3,895	1,895	2,008
Mobile Home	125	156	177	31	52
<i>Sub Total</i>	<i>2,674</i>	<i>4,984</i>	<i>5,161</i>	<i>2,310</i>	<i>2,487</i>
<b>Total Housing Units</b>	<b>6,216</b>	<b>9,518</b>	<b>9,855</b>	<b>3,302</b>	<b>3,639</b>
<b>Total Estimated Population</b>	<b>14,061</b>	<b>21,975</b>	<b>22,799</b>	<b>7,914</b>	<b>8,738</b>

Data Source: Annual Report and SEA SAMP DRAFT EA, Appendix F

A comparison of the existing noise exposure conditions (2022) indicates the 14,061 total population exposed to “significant” noise exposure conditions will increase to nearly 22,000 in 2032, even in the No Action scenario. This represents an increase of 37%. And the Proposed Action scenario increases this even further. It is clear that the growth in operations at SEA, with or without the Proposed Actions included in the SAMP will have a substantial impact on residents.

Global research indicates that elevated levels of noise exposure can result in health impacts, sleep disturbance, and impact on learning. While we acknowledge the socio-economic benefits the airport brings to the region, it is crucial that growth is sustainable and does not disproportionately burden close-in communities with environmental impacts and reduced quality of life. With no mitigations identified in the environmental assessment, it is imperative that the Port’s update of the Part 150 study includes both noise abatement measures to reduce noise exposure and mitigation efforts, such as sound insulation for eligible homes and schools.

The Part 150 update must also address the numerous issues associated with the existing/historic sound insulation program. Issues with the contractors’ quality of work, damage to residents’ homes, and other issues with the program have led to tremendous stress for residents doing nothing to improve quality of life or to mitigate aircraft noise impacts. These issues must be addressed during the Part 150 update to ensure the same problems are not repeated. Impacts on residents already heavily impacted by SEA were compounded by the experience and added costs resulting from the sound insulation program.

A comparison of the existing conditions (2022) versus future conditions with the Proposed Action will result in an increase in daily arrivals of 14% and a 25% increase in nighttime arrivals.

Nighttime operations are particularly impactful for close-in communities as this results in sleep-disturbance and awakenings which add to the health effects of aircraft noise exposure. While the DNL 65 dBA threshold may not be exceeded for all close-in communities and residents, the effects will extend far beyond those contours and should be considered when planning for impact mitigation.

	ARRIVALS DAY	ARRIVALS NIGHT	DEPARTURES DAY	DEPARTURES NIGHT	TOTAL OPS
<b>2022 Existing Condition</b>	469	82	456	97	1,100
<b>2032 Proposed Action</b>	545	108	500	100	1,303
<b>Difference</b>	14%	25%	9%	3%	16%

Data Source: SEA SAMP DRAFT EA, Appendix F

The DNL noise metric does not adequately reflect residents’ experiences with aircraft noise. This is particularly true given the current conditions within the NAS, characterized by a significantly higher number of aircraft operations/overflights and quieter aircraft (per event). Supplemental metrics, including the Number-of-Events-Above (NA) and NA night, should be utilized in the FAR Part 150 study to provide decision-makers and the public with a comprehensive understanding of both existing conditions and future changes, including those projected for the SAMP (2032). These metrics should also be considered when evaluating potential noise abatement strategies that can be applied beyond the DNL 65 dBA contours, as practiced at other airports in the United States.

The FAA’s Neighborhood Environmental Survey confirmed that community noise annoyance is significantly higher than historically recorded. According to the study, 60-70% of residents are “highly annoyed” at noise exposure levels of DNL 65 dBA, and 27-37% are “highly annoyed” at levels down to DNL 55 dBA. While federal regulations mandate the use of DNL 65 dBA for certain policy decisions, impacts on residents outside this exposure level should be considered during noise compatibility planning. For SEA to truly support “sustainable” growth, it must consider the impacts on neighboring jurisdictions and the quality of life in those communities. Sustainable growth requires adequate and effective mitigation to offset or reduce impacts, which should be identified and prioritized in collaboration with affected communities.

Also noteworthy, SEA has experienced consistent growth in air carrier operations since 2003. The increase in operations has resulted in the continued rise in environmental and community impacts, including those considered in the SAMP environmental assessment, however, the increase in impacts was largely ignored by SEA, since it was not attached to a federal action requiring environmental review. The Port has done little to acknowledge or mitigate the growth in impact and because there was no federal action trigger, the cumulative impacts attributed to this growth is not considered in the SAMP EA.

### **Impacts on Education and Learning**

Under the existing conditions (2022) there are nine (9) schools within the DNL 65 dBA. This will increase to 12 schools in both the 2032 No Action and 2032 Proposed Action scenarios. Again, federal regulations characterize this level of noise exposure as not compatible with noise-sensitive development which includes schools. Research indicates that aircraft noise exposure can impair classroom learning. And while federal regulations cite DNL 65 dBA as the threshold of what is “compatible”, the growth in daily aircraft noise events are likely to be disruptive and to impede learning, affecting many more than the 12 schools within the DNL 65 dBA contours. The health and well-being for our communities, as well as our children’s education should all be carefully considered as the Port plans for growth in SEA operations and strives for sustainability when working with neighboring communities.

### **Health Effects**

Global research indicates elevated levels of noise exposure can lead to health impacts, sleep disturbance, and impacts to learning. While we acknowledge the socio-economic benefits the airport brings to the region, it is important that growth is sustainable and does not benefit the region with only those close-in communities bearing the burden in terms of environmental impacts and reduced quality of life.

### **Air Emissions / Air Quality**

Air quality is another major concern for communities surrounding the airport. The environmental assessment indicates increases in all critical air pollutants. Although these increases do not exceed significance thresholds, they will impact our residents, particularly vulnerable populations such as those with asthma, other respiratory conditions, and the elderly.

### **Surface Transportation and Congestion**

Total passengers are forecast to reach 63 million annually by 2032. The 20% increase in passengers will mean a significant increase in vehicular traffic on local roads for arriving and departing passengers as well as the increase in support services such as concessionaires, vendors, employees, etc. This will result in additional impacts for our communities including more roadway congestion, increased air pollution and noise. The EA indicates the Port will mitigate these impacts through the funding of local improvements to roadways and intersections. We expect mitigation plans to be developed in collaboration with impacted jurisdictions following completion of the NEPA and SEPA processes.

### **Airspace and Flight Procedure Changes**

The increase in total operations will result in more aircraft noise including overnight as well as increased emissions. Ultimately, airspace and flight procedures/patterns will likely change to accommodate the increased operations in the existing airspace. Airspace and flight procedure changes should be thoroughly explored. These can help mediate the increase in impacts while improving efficiency and safety. Environmental Assessment identifies specific impacts on airport-adjacent communities, and specific mitigation plans should be developed in collaboration with

these communities. Note, we included recommended flight procedure changes in our 2018 SAMP comments. These should be considered during the Part 150 update. The letter which included potential flight procedure changes is attached.

**SEPA Review and Comment Period**

And as noted, the time allotted for the public review and comment on the draft EA was grossly inadequate. Reviewing the thousands of pages of technical documentation and providing meaningful comment requires ample time and is a critical part of NEPA. Public input and input from affected jurisdictions should be a high priority for both the Port and FAA. We ask that a proper review/comment period be offered as part of the SEPA process.

While we recognize and value the economic and connectivity benefits provided by the airport, we remain committed to advocating for our communities to ensure that any negative impacts are fully considered and mitigated to the maximum extent possible. Thank you for the opportunity to continue a productive dialogue. We look forward to your response and further discussion.

Sincerely,



\_\_\_\_\_  
*Liz Stead*  
Community Development Director  
SEPA Responsible Official  
City of Burien



\_\_\_\_\_  
*Nicholas Matz*  
Community Development Director  
SEPA Responsible Official  
City of Normandy Park



\_\_\_\_\_  
*Rebecca Deming*  
Community Development Director  
SEPA Responsible Official  
City of Des Moines



\_\_\_\_\_  
*Jenn Kester*  
Planning Manager  
SEPA Responsible Official  
City of SeaTac



September 28, 2018

Mr. Steve Rybolt  
Aviation Environment and Sustainability  
Port of Seattle  
P. O. Box 68727  
Seattle, WA 98618

Re: Sustainable Airport Master Plan Near Term Projects NEPA EA and SEPA EIS Scoping Comments

The Port of Seattle (the Port) has prepared a Sustainable Airport Master Plan (SAMP) for Seattle-Tacoma International Airport (Airport). It is understood that the purpose of the SAMP is to develop a facilities plan that will allow the Airport to satisfy the region's air transportation needs through 2034 and identify measures that enable the Port to build, manage, and operate the Airport's facilities in ways that meet the Port's sustainability goals and objectives.

The airport has experienced substantial growth in aircraft operations, passenger enplanements, and air cargo. Forecasts for the planning period suggest that growth will continue, exceeding the capacity of the current airfield, terminal, and cargo processing facilities.

The SAMP process resulted in both a vision for comprehensive long-range Airport development and a Near-Term plan, with projects to be constructed by 2027. The planning constraints included using airport-owned property (not acquiring new land) and not adding to the airport's current three runways.

The SAMP addresses five operational areas: airfield (runways and taxiways), terminal, access and parking, air cargo, and airport/airline support functions. The main goals for each, is to improve efficiency, increase airport capacity, reduce delay, and do this while supporting the Port's sustainability goals. The environmental analysis to be conducted needs to address the impacts of proposed improvements for each of these operational areas to the surrounding communities.

The cities of SeaTac, Burien, Normandy Park, and Des Moines, are the closest communities to the airport, and while the airport provides social and economic benefits to the region, our four cities are disproportionately impacted by airport operations. These impacts will only increase with the planned growth in flights, passengers, and air cargo.

Aircraft noise is of primary concern for our communities, especially those located in close proximity to flight paths. We are also heavily impacted by air emissions and reduced air quality, increased traffic congestion, and expanded industrial activity that occurs near residential neighborhoods.

After careful review of the SAMP, with a focus on the Near-Term projects, we have compiled the following comments and concerns related to potential impacts for our communities and areas which must be included in the NEPA and SEPA reviews and considered by the Port as part of managing the long-term operation and growth of Seattle-Tacoma International Airport.

Aviation forecasts call for a 60% increase in aircraft operations and a 75% increase in annual passengers through 2034, and the Port's long-term goals include doubling international passengers, international destinations, and tripling air cargo processed through the airport. The increase in overflights alone will result in a substantial increase in noise exposure to our communities and will be especially impactful for those areas located below arrival and departure paths.

The Port has committed to adopting a "sustainable" airport master plan which includes pledging to be a "responsible environmental steward" and a "good neighbor." In doing so, the Port must objectively assess benefits and impacts, understanding that regional benefits may not offset local community impacts. To fulfill its commitment to be a good neighbor, the Port must carefully analyze and acknowledge both the current impacts, as well as the increased impacts and reduction of quality of life that will result from the planned growth assumed in the SAMP.

#### **Joint Comments from the Cities of Burien, Des Moines, Normandy Park and SeaTac**

The issues raised in this letter need to be considered within the scope of the environmental reviews being conducted for the proposed projects derived from the SAMP. Although during the Agency Scoping meeting on September 6, 2018, some of the following issues were characterized as "Long Term" and therefore beyond the scope of the upcoming environmental review process, we find them to be current and relevant. They are not issues for future analysis, but have arisen from recent, ongoing, and planned changes to the facilities and airspace surrounding the Airport in an ongoing effort to enhance airport capacity. These efforts are intrinsically linked to the proposed projects and cannot be ignored by segmenting the environmental review through limiting the analysis to the near term projects, and ignoring the remainder of the SAMP.

These issues are a derivative of the actions taken by the airport and FAA to increase capacity to meet growing demand. More gates, expanded cargo facilities, improved airspace and procedures, etc., have and will lead to more traffic, more overflights, more noise events, and other impacts. Air Traffic Control (ATC) procedures have already changed within the past few years to accommodate the projected increase in air traffic.

#### **General issues:**

1. The environmental analysis must address what has recently been implemented as part of the overall growth planned and projected at the airport to have a true assessment of the impacts to the communities. The cumulative effect of the changes added to the proposed near and long-term changes (including continued double-digit growth in operations) will have substantial and lasting impacts on our cities. The environmental analysis needs to address these impacts as well as reasonable and attainable mitigations measures.
2. The environmental review process must include the entire SAMP rather than only the near-term projects from the SAMP for the following reasons:

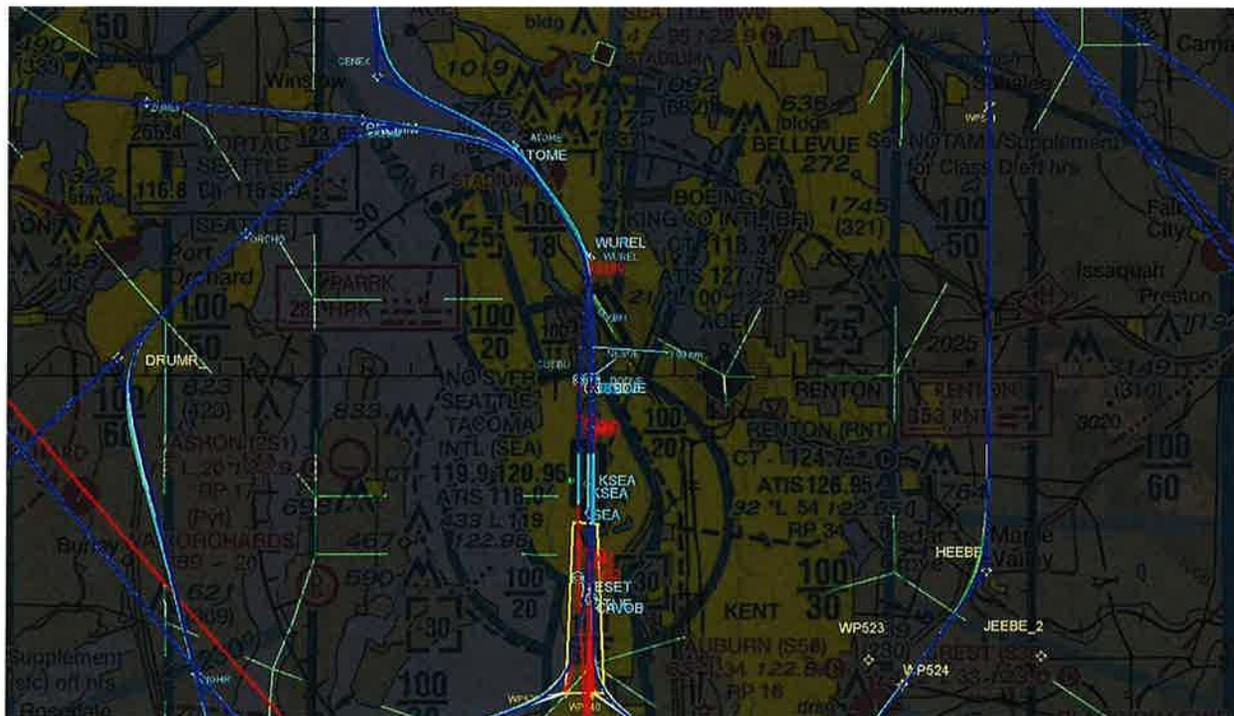
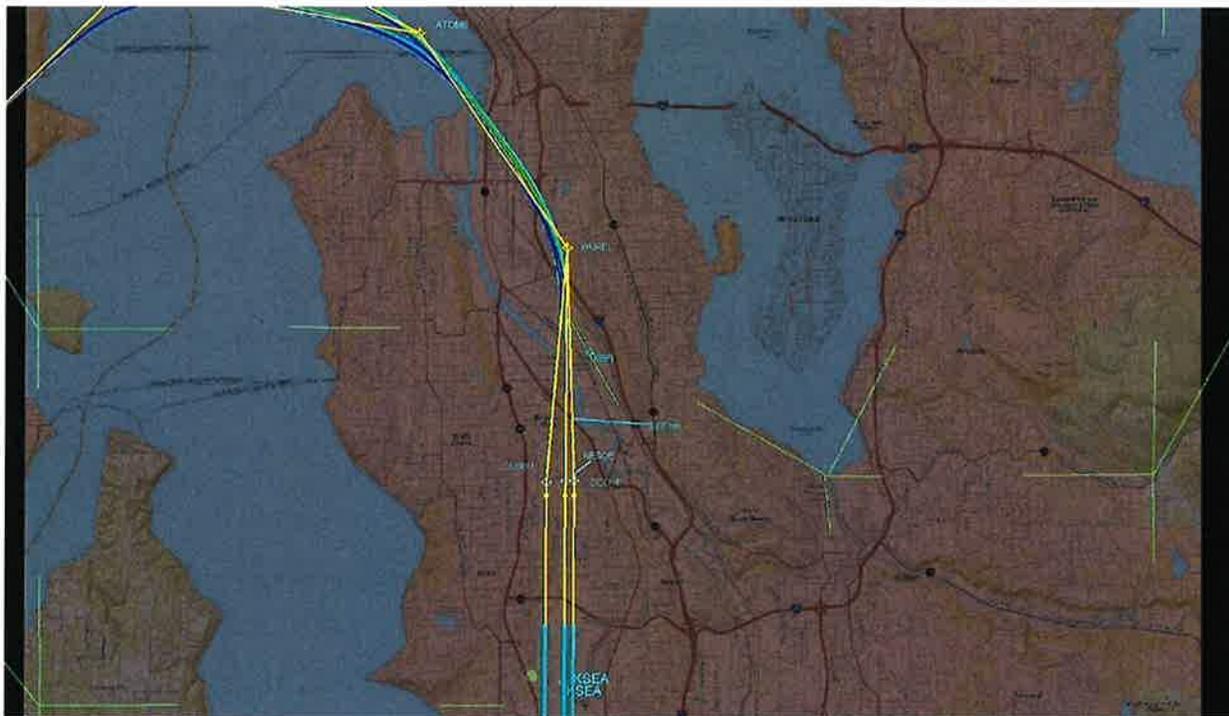
- a. Previous project approvals outside of the SAMP are now proposed to be included as part of the baseline. (Reference the attached letter from the City of Des Moines expressing concerns and the Port's response letter assuring the City that no additional capacity projects would be completed outside of the SAMP.) By including only the near term projects in the environmental review, this pattern of increasing capacity outside of the SAMP and associated environmental review is proposed to be inappropriately continued.
  - b. The SAMP has been completed and includes a long term vision, but only the short term projects are proposed to be included in the environmental review. This is an inappropriate use of the phased review provisions of WAC 197-11-60. Phased review could be utilized when the scope is from a broad policy document (the SAMP) to a narrower scope (the near term projects of the SAMP) as provided under state law. The near term projects environmental review is proposed to precede the broader scope policy document upon which the near term projects are based.
  - c. The "proposal" is improperly defined as the SAMP near-term projects, while the SAMP itself is complete. The proposal is the SAMP (which contains the near-term projects) and analysis should occur to the extent feasible.
  - d. Implementing the near term projects outside of the SAMP, would establish the development pattern and preclude consideration of options when the SAMP eventually undergoes environmental review.
  - e. Environmental review is starting late in the process of the development of the SAMP and near-term project list. Reference the entirety of WAC 197-11-400 - Purpose of EIS. Note particularly that, "...An environmental impact statement is more than a disclosure document. It shall be used by agency officials in conjunction with other relevant materials and considerations to plan actions and make decisions." Including the entire SAMP will allow decision-makers more appropriate information related to environmental impacts, options and mitigation on which to base decisions.
3. The baseline activity for environmental assessment and review is proposed to be 2018. Our concern is that the very significant growth that has occurred at Sea-Tac during the period 2012-2018 is relegated to a foregone conclusion without sufficient environmental review or analysis. The baseline impacts need to be from 2012-2018.
- a. The revisions to agreements that established usage of the third runway, and that now operates at higher capacity levels, have substantially increased operations without sufficient environmental review.
  - b. The most recent Part 150 submitted to the FAA for their Record of Approval (2013), preceded very significant year over year growth. This Part 150 has not accounted for noise impacts occurring in this dynamic, steadily increasing growth environment over the last six years.
4. The analysis should include as an alternative, the use and/or siting of other airports.

**Operational issues:**

1. Any Airport Modeling Data and TAM Simulation Results from the past ten (10) years needs to be included in the EA/EIS.
2. AEDT Modeling Data also needs to be included.
3. The existence of the current FAA Performance Based Navigation Implementation Process (FAA Order 7100.41A) Full Working Group and the Notional Procedures that were being considered before the suspension of the Working Group in 2017, needs to be included in the EA/EIS. Specifically, the following Notional Procedures:
  - a. South Flow proposed departure track changes as depicted below:



b. North Flow Proposed departure track changes as depicted below:



4. The EA/EIS needs to include further evaluation of the “Automated Turnouts” westbound over Burien including alternative headings available, frequency of use, and potential mitigation strategies.
5. The EA/EIS needs to address the impact of Wake RECAT on residents under the flight paths due to increased number of events.
6. Existing and Proposed Run-Up Pads need to be addressed in the EA/EIS due to the ongoing and potential disturbance caused to communities in close proximity to these facilities. Mitigation measures for noise generated by these facilities need to be identified.
7. The Baseline of the EA/EIS should not be the airport configuration in 2018, but rather the airport configuration that existed in 2012, as major changes have been implemented since that time without appropriate environmental analysis. Facility changes at the airport since 2012 need be included in the EA/EIS.
8. The EA/EIS needs to address those ATC procedures that were implemented via a Categorical Exclusion (CATEX) over the last decade. These procedures, including Greener Skies, were implemented based upon existing and projected traffic at the time. Since growth and current traffic levels exceed the projected amounts of traffic when implemented, the impacts due to the number of events has increased and will continue to increase as procedures such as Wake RECAT and Equivalent Lateral Spacing Operations (ELSO) are implemented.
9. The EA/EIS needs to evaluate impacts and measures (such as Point-Merge) to mitigate noise for residents living underneath the final approach course,

**Other Issues:**

1. An increase in operations and current levels of congestion suggest an increase in nighttime operations are likely. Additionally, the Port’s stated intention to expand cargo operations will likely further increase nighttime operations which are the most impactful for communities, at the time they are most sensitive to noise. Many citizens mention a middle-of-the-night flight to Asia as well as night cargo flights.
2. The increase in operations (close to 70% over the SAMP planning period) will result in significant increases in noise and emissions.
3. The increase in operations will result in an increase in health effects for communities, especially those close-in to the airport. Health impacts have been associated with aircraft noise, air pollution, and water quality affected by aircraft and airport operations. Include the potential for increased jet fuel releases over water and homes.
4. Sustainable growth requires adequate and effective mitigation to offset or reduce impacts. These should be identified and prioritized in collaboration with affected communities.
5. Regarding noise, the EIS needs to specifically analyze ground noise and address mitigation measures, such as sound absorption walls.
6. The document should clearly delineate those impacts the Port can address vs. those subject to FAA purview.

7. Address and mitigate impacts of noise exposure and air emissions on children’s learning and environmental justice populations adjacent to the airport.
8. Address and mitigate congestion impacts associated with increased commercial truck traffic on off-airport roadways as a result of expanded cargo operations at the airport.
9. Quantify and mitigate for climate change impacts resulting from Green House Gas (GHG) emissions resulting from expanded airport operations.
10. Ensure all SAMP documents and review processes conform to the Limited English Proficiency and Environmental Justice provisions of Title VI of the Civil Rights Act of 1964.
11. The EA/EIS needs to specifically address impacts associated with development of the “L-Shaped parcel” for air cargo processing (Site #3 in the table below).

**Figure 5-6  
Cargo Sites Round 1 Screening Matrix  
Seattle-Tacoma International Airport**

Criteria	Site			
	Site #1 North Cargo Area	Site #2 North of Cargo 1	Site #3 L-Shaped Parcel	Site #4 SASA
Potential to meet PAL 4 area requirements	-1	-1	-1	1
Site development cost	1	1	0	-1
Potential direct airfield access	1	1	-1	1
Potential to improve access and congestion	1	-1	-1	1
Potential to promote optimum utilization	1	1	0	1
Site availability	1	0	1	-1
Phasing	0	1	1	0
Reduced engine run time (ground vehicles)	0	0	-1	0
Impact on wetlands/creeks	1	1	-1	-1
Limits addition of impervious surfaces	0	0	-1	-1
Proximity to noise and light sensitive land uses	0	0	-1	0
Consistency with zoning	1	1	1	1
Consistency with public expectations	1	0	1	1
Score summary	7	4	-3	2
	-1	poor/undesirable	1	good
	0	neutral		

Source: Logplan and LeighFisher, 2016.

Although this site scored poorly and was not selected in the final screening, Development of Site #3 is selected for the Near-Term project portfolio.

12. The SAMP notes that off-airport roadways are outside the scope of the SAMP itself, however, SEPA requires consideration of transportation impacts including increased roadway use and congestion. The EA/EIS needs to address congestion and increased traffic on local surface streets.

**Issue: Impacts to NEPA 4(f) areas, including recreational resources.**

There are several parks and recreational resources in proximity to SEA and within the current DNL 65 dBA contours for the airport. The increase in aircraft overflights and resulting increase in noise exposure and air emissions will substantially diminish intended use and enjoyment of these properties. The EA/EIS needs to analyze both indirect and cumulative impacts of the air traffic levels enabled by implementation of the near-term projects, as well as those included in the long-term vision for airport.

**Issue: Maintenance of existing noise abatement program and procedures.**

A number of elements in the Current Part 150 appear to be inconsistent with the plans included in the near-term projects within the SAMP. These include:

1. Voluntary rescheduling of nighttime flights (10PM-7AM). The forecasted operational level, particularly the substantial increase in cargo operations suggests an increase in nighttime operations may be required.
2. Preferential runway system. A preferential runway system was established to minimize community noise impacts during nighttime hours. This program was limited to nighttime hours due to the relatively low(er) volume of operations during this time. Increased operations at night, combined with impacts to the preferential runway system will increase community noise impacts when residents are most sensitive.
3. The EA/EIS needs to evaluate the increased level of operations enabled through implementation of the SAMP Near-Term projects and whether they may result in modification or elimination of the noise abatement corridors. The environmental analysis needs to address impacts to the elements included in the SEA Fly Quiet program and subsequently, the SEA noise abatement program.

**Issue: Include supplemental noise metrics.**

Public annoyance and sensitivity to aircraft noise is changing. This has been acknowledged by the FAA and others and has prompted a great deal of research by the FAA, Airport Cooperative Research Program, and others. Despite the reduction in numbers of people exposed to DNL 65 dBA, noise complaints are skyrocketing across the United States. Though the FAA has recently completed an aircraft annoyance study, the findings have yet to be released. However, most expect the results will confirm annoyance levels are different than they were in the 1970s when DNL was initially adopted as the standard for predicting annoyance.

While DNL remains the federal standard for assessing aircraft noise impacts, supplemental metrics have been used around the country to help the public better understand the expected changes associated with airport projects and procedure changes. This also helps inform decision-makers and public-authorities who participate in the planning process including airport master planning, compatibility planning, and local land-use planning. While DNL is mandated, reporting a change in DNL alone is less informative than supplementing the DNL values with supplemental metrics such as the Number-of-Events-Above and Time-Above metrics, especially for non-industry experts.

The EA/EIS needs to include use of supplemental metrics to include exposure beyond DNL 65 (i.e. down to the DNL 55 dBA levels of exposure), such as Number of Events Above and Time Above.

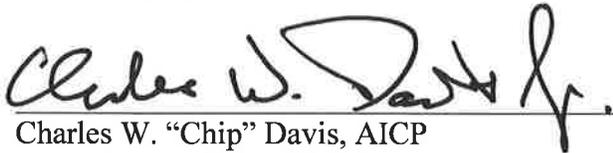
We appreciate the opportunity to comment on the scoping for the near term project environmental review. We look forward to receiving the SEPA Draft EIS and NEPA EA upon issuance of those documents.

Sincerely,



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Steve Pitcher, AICP  
SEPA Responsible Official  
City of SeaTac



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Charles W. "Chip" Davis, AICP  
SEPA Responsible Official  
City of Burien



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Susan Cezar, LEG  
SEPA Responsible Official  
City of Des Moines



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David Nemens  
SEPA Responsible Official  
City of Normandy Park



December 13, 2024

Via Email: samp@portseattle.org

Kandice Krull  
Environmental Protection Specialist  
FAA – Denver Airports District Office

Steve Rybolt  
Senior Environmental Program Manager  
Port of Seattle

Re: City of SeaTac Comments: Sustainable Airport Master Plan: FAA's Draft NEPA Environmental Assessment (EA)

Ms. Krull:

On behalf of the City of SeaTac, I am writing to formally convey our comments regarding the Port of Seattle's (Port) Sustainable Airport Master Plan (SAMP) and the FAA's Draft NEPA Environmental Assessment (EA) with respect to the future infrastructural development and expansion at Seattle-Tacoma International Airport (SEA). SeaTac acknowledges and commends the Port's commitment to long-term sustainability. However, we believe that several significant issues, particularly those directly affecting the SeaTac community, are inadequately addressed within the current environmental review framework. This is unfortunate, since several of these issues were identified during the 2018 scoping of the Environmental Assessment.

The FAA's Draft NEPA Environmental Assessment (EA) materials posted on the SAMP Environmental Review website on October 21, 2024, raise significant concerns about potential impacts on the SeaTac community. As you know, the City of SeaTac has joined the neighboring jurisdictions of Burien, Des Moines, and Normandy Park to retain professional assistance to help us respond to areas of concern in all four municipalities. The comments in this letter are intended to supplement, and do not abrogate, the joint comments provided by the four cities in the comment letter dated December 12, 2024.

**Scope of Environmental Assessment: Consideration of Cumulative Impacts and Background Growth**

The City of SeaTac, in its September 2018 letter to your office, noted that, beyond the near-term projects, "it is clear that the Port has developed concepts for how future expansion (Long-Term Vision) will occur after completion of the defined 'near-term projects.'" The City respectfully reiterates that Washington SEPA Guidelines (WAC 197-11-005 (2)) states:

*"the lead agency shall prepare its threshold determination and environmental impact statement (EIS), if required, at the earliest possible point in the planning and decision-making process, when the principal features of a proposal and its environmental impacts can be reasonably identified."*

The City has raised its concern with the 'piecemeal' environmental review and assessment process in previous Port SEPA actions, including the International Arrivals Facility, North Satellite Expansion, Flight Corridor Safety Program, and the Concourse D Hardstand Project. The City reiterates this concern in light of the SAMP's compartmentalization between near-term and long-term work at the

airport. A piecemeal approach to environmental review does not adequately consider the cumulative impacts of all these projects together, which is a requirement under WAC 197-11-060 (3) and WAC 197-11-060 (5.d.ii) that state that 'phased review' is not appropriate when 'it would merely divide a larger system into segmented fragments or avoid discussion of cumulative impacts.'

Moreover, SeaTac has expressed ongoing concern regarding the methodologies employed in assessing SAMP background growth in the environmental review contained within the EA. Specifically, the period from 2012 to 2023, now considered in terms of accrued demand, coexists with significant proposed funding—\$5 billion—for airport infrastructure enhancements that are occurring outside the SAMP environmental review process.<sup>1</sup> With the inherent complexities of growth projections and environmental ramifications, there is a distinct worry that the previous environmental reviews and current assessment framework may not accurately capture the growth trajectory of SEA and its potential environmental impacts.

In relation to the assessed background growth during the 2012 – 2023 timeframe, SeaTac has previously sought clarification on whether the SAMP properly contextualizes the development that has transpired and will continue to occur at the airport. Our concern is that the very significant growth that has occurred at SEA during 2012-2023 is relegated to a foregone conclusion without sufficient environmental review or analysis. The City is skeptical of the Port's stated position that *"implementation of the NTPs would neither induce regional macro-economic growth nor induce demand for air services to higher levels than expected in the unconstrained forecast."* This assertion appears overly simplistic and does not reflect the complex interdependencies of regional economic development and air travel demand. (Landrum & Brown, 1-11).

### **NEPA/SEPA Review Separation**

On February 12, 2019, The Port of Seattle issued the Near-term Projects Environmental Review Scoping Report. Within the report, the Port committed to coordinated NEPA/SEPA environmental reviews to make review "easier by the public, agencies, and potentially affected Tribes" (Landrum & Brown, 2). However, in practice, the NEPA process is occurring in advance of, and separate from, the state SEPA review.<sup>2</sup> The July 2018 SAMP NTP Environmental Review Process Scoping Information Packet states that,

*"no approvals or implementation of the proposed action will take place before the completion of the environmental review process that will follow the requirements of the National Environmental Policy Act and the State Environmental Policy Act"* (Landrum & Brown, 1).

An integrated approach to environmental impact assessment across both federal and state parameters ensures that all environmental impacts are identified prior to any action. On Page 16 of the report, the Port offers a "Preliminary Environmental Review Schedule" which shows that the Draft NEPA EA and SEPA EIS would be released in the Early Fall of 2019 and a Final NEPA EA and SEPA EIS by Early Winter 2019.

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<sup>1</sup> The City learned of further leases and acquisitions the Port has made for properties near the airport to bolster their employee parking capacity following the publication of the NEPA Draft EA on October 21, 2024. These leases/acquisitions that were not included as part of the SAMP's Near-term projects or any other environmental assessment that the city can find.

<sup>2</sup> To the City of SeaTac's knowledge, the Port did not communicate its reason to separate the NEPA and SEPA review processes from a concurrent review to consecutive environmental reviews.

Now, with the NEPA process progressing on a separate timeline, there exists a greater risk that critical information regarding environmental impacts may not be adequately incorporated into the ongoing environmental assessment.

The Scoping Report cited above goes on to note that “*based on that level of concern and the potential for impacts that may occur with the implementation of the Proposed Action, the Port of Seattle has determined that a SEPA Environmental Impact Statement (EIS), known as a ‘SEPA EIS,’ will be prepared*” (Landrum & Brown, 1). The commitment to a full Environmental Impact Statement (EIS) within the 2019 Scoping Report highlights discrepancies between the projected and actual growth in passenger traffic at the airport. As stated in the Draft Environmental Assessment (EA):

*“Since the SAMP forecasts were prepared, actual passenger traffic at SEA had exceeded the SAMP forecasts, reflecting strong economic growth, decreases in domestic airfares, airline competition, the continued development of Delta Air Lines hub, and strong growth in both origin-destination and connecting passengers. The analysis conducted to prepare the 2019 updated forecast indicated that the resulting level of aircraft operations could exceed the Airport’s ability to accommodate the demand, even with implementation of the Proposed Action.”*

How will the Port reconcile the separate NEPA and SEPA review processes to ensure a comprehensive analysis of environmental impacts? The Port’s approach to the environmental review process, which includes dividing it into Near-term and Long-term strategies, increases the difficulty of adequately analyzing and mitigating for these effects.

#### **Consolidation of Employee Parking Projects: L-06 & L-07**

Originally scoped as providing a new 1,500-stall employee parking lot and a new parking structure of up to 2,000 stalls, the Port instead proposes an 8-story 3,500-stall parking structure on Port property north of SR 518 and south of S. 144<sup>th</sup> Street with an approximately 3.3-acre footprint. The original L-06 and L-07 projects were intended to “accommodate increased demand and replace stalls displaced by potential cargo development on the existing North Employee Parking Lot (NEPL).

In 2024, the City became aware of ongoing acquisitions by the Port outside of the original 2018 SAMP’s scope. This appears to us to be a function of ongoing demand and growth at the airport and, therefore, functionally, should have been included in the environmental analysis documents.

The City is concerned that the cumulative impacts of these changes were not adequately communicated to the public or included as a substantive revision to the proposed SAMP Near-term Projects as part of surface transportation mitigation discussions between Port and City staff.

#### **Surface Transportation Mitigation**

A Letter of Understanding dated September 15, 2015, notes that the City and Port have worked together on a shared travel demand model to inform the City’s Transportation Improvement Plan and the SAMP. This approach was confirmed in the 2018 Interlocal Agreement and reaffirmed as part of the 2024 joint update to the shared travel demand model.

The decision not to proceed with the previously proposed Airport South Access Expressway (South Access) is concerning to the City. According to the PSRC Regional Transportation Plan, the South Access project would involve a new two-lane, limited-access arterial road connecting the airport drive system south to the planned extension of SR 509 to I-5. It would also involve relocating the existing south airport entrance from S. 182nd Street to a new connection with the local roadway network at S. 188th Street and 28th Ave. S.

The Port's position is that while Airport South Access Expressway, or South Access, will remain in the regional plan, it is not currently part of the SAMP, which has major implications for the city's transportation network. The South Access project was included in the PSRC Regional Transportation Plan's Regional Capacity Project List, adopted in May 2022, with a projected completion date of 2032, which falls within the SAMP program horizon. Over the past two years, City staff engaged in ongoing discussions during the development of the updated 2024 travel demand model. Through these discussions, City staff discovered that the South Access project would not be completed as initially planned.

Regarding the Port's proposed surface transportation mitigation, the Port's mitigation development occurred before the updated 2024 joint-travel demand model (SeaCast) effort was completed. A further evaluation utilizing more recent traffic count data and the updated model parameters is necessary to adequately assess impacts outside of the SAMP study area confined to the airport campus proper.

Regarding potential unanalyzed impacts directly related to surface transportation, it is noted within the Draft EA that the passenger parking facilities and arrival and departure curb construction are reliant on the terminal concourse work due to space limitations. As a result, those elements do not have a separate alternatives analysis covering the potential for further changes to the scope of work around parking for passengers and employees should the proposed L-07 project not come to fruition.

On September 30, 2024, the Port provided the City a draft Traffic Impact Mitigation Agreement for the surface transportation mitigation proposed in the Draft EA. Port staff shared that the FAA wants this agreement signed prior to the issuance of Record of Decision. Further, Port staff have shared that the SEPA EIS will not be issued prior to the NEPA Record of Decision. As a SEPA-responsible official for the City of SeaTac, I cannot recommend Council authorization of the proposed surface transportation mitigation agreement prior to the SEPA environmental review, given the separation of the NEPA and SEPA environmental review process and concerns with possible impacts resulting from omitting the parking alternatives from the analysis.

### **Aviation Noise & Emissions**

Residents of SeaTac are regularly exposed to noise and emissions from departing and arriving aircraft and supporting airfield operations, particularly during early morning and late-night hours. The City appreciates the Port's continued participation in noise mitigation efforts.

Prolonged exposure to aircraft noise and particulate emissions has been linked to various health issues, including hypertension, stress, hearing loss, and a reduction in overall quality of life. It is impactful both in the home and while residents travel to work or recreate at one of our parks. Recent research from a two-year Mobile Observations of Ultrafine Particles (MOV-UP) study funded by the Washington State Legislature and led by the University of Washington (UW) Department of Environmental & Occupational Health Sciences and the Department of Civil and Environmental Engineering, found that communities underneath and downwind of jets landing at SEA are exposed to a type of ultrafine particle pollution that is distinctly associated with aircraft.

The landmark 2019 UW study is the first to identify the unique signature of aircraft emissions in Washington. The study findings raise important questions of health equity and the potential health burden from jet-related air pollution that falls heaviest on South King County communities adjacent to the airport, which socio-economic data shows tend to be less affluent, less healthy, and more

racially and ethnically diverse than King County as a whole.<sup>3</sup> In the 2018 SAMP Executive Summary, the Port stated, “As activity increases in the future, additional aircraft overflights and potential aircraft noise impacts could increase” (Leigh Fisher, 42).

The significant concerns surrounding the potential increases in carbon monoxide and nitrogen dioxide emissions, as detailed in Tables 4.6 and 4.8 of the SAMP, along with the findings of the notable UW study and the ongoing Part 150 Study related to airport noise, raise questions about the consultants' conclusion that "no significant impacts to air quality were identified, and no mitigation would be necessary." This assertion appears inconsistent with a potential expansion of the 2032 Action Alternatives 65+ DNL noise contour and the expected increase in airfield operations (Landrum & Brown, p. 4-13~4-14).

The City continues to partner with the Port of Seattle as a SEA Stakeholder Advisory Roundtable: Aviation Noise Working Group member and as part of the ongoing Part 150 Noise Study process. The City requests that the SAMP environmental review process be delayed until the completion of or incorporation of the Part 150 Noise Study findings.

#### **Marin Audubon v. Federal Aviation Administration**

On November 12, 2024, the Washington D.C. Circuit Court issued an opinion in *Marin Audubon Society v. Federal Aviation Administration*. In light of the recent ruling by the DC Circuit Court, which invalidated the authority of the CEQ to issue binding regulations under NEPA, and because FAA has improperly relied on CEQ's baseline for their environmental analysis related to SAMP, SeaTac is persuaded that FAA should reevaluate the finding of no significant impact outside of CEQ's NEPA regulation. Alternatively, FAA is asked to take no further action until there is clarity on what is the proper environmental assessment in relation to SAMP.

#### **Assessment of Cumulative Impacts**

When considering the cumulative impacts described in SEPA guidelines, it is clear that not only the immediate impacts of the proposed near-term projects but also how they interact with long-term expansions must be evaluated. It is particularly troubling that while there is broad concern about the cumulative effects of multiple projects, the SAMP environmental assessment process seems to treat these expansions as separate entities, neglecting the larger environmental narrative.

This fragmented view makes it difficult to ascertain the full extent of potential impacts on air quality, noise pollution, traffic congestion, and community health, particularly for those living near the airport.

The background growth assessment from 2012 to 2023 deserves deeper investigation. This issue raises questions about the accuracy of basing future infrastructure plans on projected demands without considering actual growth dynamics in the region. For example, what are the implications of increased passenger traffic beyond SAMP forecasts? If growth continues to exceed projections, the airport may face challenges that were not anticipated, which could strain local infrastructure and services.

The City appreciates the 8-day extension for review of the FAA's Draft EA. However, the City of SeaTac contends that significant concerns with the Sustainable Airport Master Plan (SAMP) render the extended 53-day window still inadequate for the City to appropriately weigh the potential outcomes of what the Port proposes. The 53-day review period occurs during the holiday season, and

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<sup>3</sup> King County Community Health Needs Assessment Report, 2018-19.

while cities across the Puget Sound are working to adopt their respective major comprehensive plan updates as required by state law.

In light of the significant questions around the validity of CEQ regulations raised in *Marin* and the unaddressed outstanding issues that the City has raised since 2018 in individual and joint letters with the jurisdictions of Burien, Normandy Park, and Des Moines, it is impossible to adequately respond on behalf of the community in a timely fashion while addressing the areas of concern for our City.

Thank you for your consideration and for providing opportunities for public and agency comments.

Sincerely,



Jenn Kester  
SEPA Responsible Official  
City of SeaTac



Evan Maxim  
Director of Community & Economic Development  
City of SeaTac

CC: Kyle Moore, Interim City Manager  
City Council



September 12, 2025

Steven M. Taber  
staber@leechtishman.com

**VIA USPS AND ELECTRONIC MAIL**  
**([ccorsilles@seatacwa.gov](mailto:ccorsilles@seatacwa.gov), [emaxim@seatacwa.gov](mailto:emaxim@seatacwa.gov))**

Ms. Cindy C. Corsilles  
Interim City Attorney  
Mr. Evan Maxim  
Director of Community and Economic Development  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188-8605

***Re: Legal Services Agreement Regarding Issues Regarding Port of  
Seattle's Sustainable Airport Master Plan (SAMP)***

Dear Ms. Corsilles and Mr. Maxim,

This letter of engagement follows our recent conversation indicating that the City of SeaTac, Washington. ("Client") desires to obtain legal research and advice regarding the forthcoming Final Environmental Assessment and Finding of No Significant Impact covering the Port of Seattle's Sustainable Airport Master Plan (SAMP) as well as the filing and prosecuting of a Petition for Review of the FONSI/ROD once it is published. We look forward to providing legal support to you. Information on the legal practice of Leech Tishman Nelson Hardiman is available online at <http://www.leechtishman.com>; I can further discuss with you any aspect of the support we can provide.

This letter outlines the terms under which Leech Tishman Nelson Hardiman will take on your representation with respect to this matter.

We desire to act as your counsel. I will be your principal point of contact and will support your activities from our Southern California offices, but, where possible, I will be assisted by my Associate, Philip Kanarsh, or another Associate, where appropriate. We believe that we can be of value to you in these sorts of matters. We maintain errors and omissions insurance coverage applicable to our work for you and will provide a copy of our coverage to you upon the signing of this engagement letter. Note that if you have other corporate or transactional needs, to optimize the

legal support we provide, we will shape the team supporting you as needed to address an ongoing or emerging requirement.

You have hired us to provide the City with legal counsel regarding the upcoming FONSI/ROD for the Port of Seattle's SAMP project. This may involve discussions with the City, preparation of a legal memorandum, and the drafting and submitting of supplementary comments. Once the FONSI/ROD is published in late October or early November 2025, Leech Tishman will provide legal services in filing and prosecuting a Petition for Review to be filed in either the U.S. Court of Appeals for the Ninth Circuit or the U.S. Court of Appeals for the D.C. Circuit. Because the Record of Decision is issued by the FAA, the Respondent in the Petition for Review will be the FAA, not the Port of Seattle, although the Port of Seattle may intervene as an interested party. Should you desire additional services, we will amend this Agreement.

The offices of Leech Tishman Nelson Hardiman exist for a commitment to its clients; our goal is to provide you with quality legal services on a prompt and efficient basis. That quality can only be maintained where you are forthright with your legal issues and personal aims as needed and requested and are available to us for consultation and guidance. Service is my priority, and my goal is to meet your needs; I am accustomed to the demands of emergency situations and will do all I can to assist you should such needs arise.

As we go forward, in exchange, Leech Tishman Nelson Hardiman expects to be compensated fairly and promptly. Attorneys typically bill on an hourly basis. In addition to the incurring of time supporting your activities, various expenditures may be made on your behalf for which reimbursement will be appropriate. This includes copying and expedited post expenses.

I want you to know that for matters on which I work, such as this, my usual billing rate for this type of matter is \$540.00 per hour, associates typically bill between \$300/hour to \$400/hour. Billings for time are reflected in tenths of hours worked. Legal advice and counsel after the legal memorandum will be on an hourly basis.

Our statements show the services undertaken and provided with particularity. You will be responsible for payments of disbursements to other people or businesses, and direct charges for postage, travel (at mileage rates set by the United States Internal Revenue Service for reimbursable travel; currently, for 2024, \$0.535 per mile), telephone, facsimile, postage and other similar costs which may be incurred and charged, will be reflected separately. Although you authorize us to incur such charges in the performance of services for you, we commit to discuss with you the incurring significant expenses before they arise. In the event a matter requires travel, time charges are not incurred for travel to or from meetings where such

travel is consistent with local commuting; travel required during the middle of the business day which diverts attention from other matters may attract a time charge. Statements are provided periodically (such as monthly), and payment is typically expected within thirty days after receipt. Amounts delinquent after thirty days shall bear a service charge, not an interest charge, at the rate of 1.5 percent per month. At this point, I do not anticipate that there will be any expenses incurred.

Payment can be made by check or, if more convenient, by wire transfer or credit card. Payments are to be made in United States Dollars.

The attached budget lists \$300,000 as the “not-to-exceed” for all aspects of this engagement. To start with, we require a retainer of \$10,000.00, which is the amount that is estimated to undertake the task listed in “Phase I” of the budget. This retainer will be deposited into a client trust account and will only be drawn against in payment of services, disbursements and expenses as specified above.

You can pay directly online by visiting: <https://www.leechtishman.com/client-online-payment/> and click on “Pay California Trust Now.” Under “Client Account Number or Invoice Numbers,” please write “Retainer for the City of SeaTac Washington” After that, continue with all your billing information, once that is complete, you will be prompted to finalize your payment.

If you prefer a wire transfer, our wire transfer instructions for our general account are:

Name of Bank	Bank of America
Address:	100 West 33 <sup>rd</sup> Street New York, NY 10001
Account Name:	Leech Tishman Nelson Hardiman LLC CA IOLTA
Routing Number (ACH):	121000358
Routing Number (Wire):	026009593
Account Number:	325000590088
Swift Code:	BOFAUS3N (for international payments)

Because our main client trust account is in Pennsylvania, you consent to our holding funds banked to our client trust account for your matters in a financial institution outside of California.

If your account is not paid monthly, we shall be paid for all accrued receivables from the first proceeds of any matter on which we are working which generates a payment to you; thereafter reverting to re-loading of the retainer or monthly billing and payment for follow-on or further work. In doing so, we claim, and you grant us, a first right of recovery and a lien as to such money or payment. By your execution

of this engagement letter, you agree that these payment terms are fair and reasonable under the circumstances, and that you understand them. Note that you may seek the advice of an independent lawyer of your choice as to these terms; we give you a reasonable opportunity to do so before you sign this engagement letter.

If the scope of our engagement expands beyond the activities addressed above or otherwise intensifies, the terms of such representation should be discussed by us prior to the initiation of those services.

It would have to be understood that, in the event statements tendered are not paid as discussed herein or as otherwise agreed, or with other good cause or your consent, Leech Tishman Nelson Hardiman would be entitled to withdraw as counsel for your activities; similarly, you have the ability to discharge us at any time.

Should we have to withdraw due to your failure to make payment as discussed herein or as otherwise agreed, we would be entitled to seek that compensation from you by all lawful means. Of course, your failure to make payments, breach of your obligations herein, refusal to work with the firm on the matters covered hereby, failure to follow this office's advice on material matters, or events which make our continued representation unlawful, unethical or difficult are among those actions that would constitute 'good cause' as described above.

If there is a dispute between you and us concerning the fees charged to you, we agree to resolve such a fee dispute through binding arbitration; prior to that arbitration, agreeing further to attempting to resolve that dispute in mediation before a mutually acceptable mediator. We commit to you that such mediation shall be conducted within one month after a written request therefor unless we otherwise agree to a longer time. The prevailing party shall be reimbursed the reasonable expenses, including costs of counsel and consultants or experts, incurred in resolving the dispute.

To provide you with efficient and convenient legal services, we will frequently communicate with and transmit documents to you using electronic mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, you are consenting to such e-mail transmissions with you and your representatives and agents. In addition, we may use a cloud computing backup service with servers located in a facility other than in our office. Copies of our electronic data, including emails and documents, may be stored in this manner. By entering into this Agreement, you understand and consent to having communications, documents, and information pertinent to your matter stored through such a cloud-based service.

If you agree to a business relationship on the above terms, please date and sign a counterpart of this letter and return it to me.

Our work will commence upon confirmation of the receipt of the executed counterpart of this engagement letter.

We look forward to working with you on an efficient and appropriate addressing of this legal matter and to serving your future legal needs.

Best regards,

LEECH TISHMAN NELSON HARDIMAN, INC.  
A Professional Law Corporation



Steven M. Taber

The foregoing engagement terms are read, approved, and agreed:

City of SeaTac, Washington

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of SeaTac  
Draft Budget for SAMP EA Review**

EXHIBIT 5e: Page 6 of 8  
DATE: 10/16/2025

<b>Case</b>	Analysis of Issues, and Filing and Prosecuting a Petition for Review
<b>Location</b>	SeaTac Airport, Washington
<b>Potential legal actions to be taken</b>	Petition for Review
<b>Client Contacts</b>	Cindy Corsilles, Evan Maxim
<b>Rate</b>	\$540/hour for Partner; \$305/hour for Associate

Item	Task	Hours	High	Low	Cost
<b>I. Analysis of Issues</b>					
	Memo regarding issues to be covered regarding NEPA and the SAMP EA	15.0	\$8,100.00	\$5,250.00	
	Drafting Supplemental Comments along with additional information (if necessary)	10.0	\$5,400.00	\$5,400.00	
<b>TOTAL PHASE I</b>			<b>\$13,500.00</b>	<b>\$10,650.00</b>	
<b>II. Petition for Review (Review of Final Federal Agency Action)</b>					
<b>A.</b>	<i>Required Actions</i>				
<i>Preliminary Matters</i>	Draft Petition for Review and attendant documents	12.0	\$6,480.00		
	Filing Fee				\$500.00
<i>Administrative Record</i>	Review and Administrative Record	30.0	\$16,200.00	\$10,500.00	
<i>Opening Brief</i>	Draft Brief	175.0	\$94,500.00	\$61,250.00	
	Assembling Appendix	10.0	\$5,400.00	\$3,500.00	
<i>Opposing Parties' Response Brief</i>	Review of opposing parties' response brief	8.0	\$4,320.00	\$2,800.00	
<i>Reply Brief</i>	Draft Reply Brief	85.0	\$45,900.00	\$29,750.00	
	Draft Deferred Appendix	8.0	\$4,320.00	\$2,800.00	
<i>Oral Argument</i>	Draft Oral Argument Statement	12.0	\$6,480.00	\$4,200.00	
	Preparation for oral argument	25.0	\$13,500.00	\$8,750.00	
	Attendance at oral argument	3.0	\$1,620.00	\$1,050.00	
<b>TOTAL FOR PHASE II.A</b>		<b>368.0</b>	<b>\$198,720.00</b>	<b>\$124,600.00</b>	<b>\$500.00</b>

**City of SeaTac**  
**Draft Budget for SAMP EA Review**

EXHIBIT 5e: Page 7 of 8  
DATE: 10/16/2025

***II.B Mediation and/or Arbitration***

Request Mediation from Court, Line up support from FAA, Teams Meetings with Client, FAA's Counsel and RIAC's Counsel	12.0	\$6,480.00	\$4,200.00
Preparation for mediation and mediation conference calls	20.0	\$10,800.00	\$7,000.00
Drafting Mediation Statement (if needed)	20.0	\$10,800.00	\$7,000.00
Mediation Conference Calls	35.0	\$18,900.00	\$12,250.00
Attending mediation (if needed)	25.0	\$13,500.00	\$8,750.00

<b>TOTAL FOR PHASE II.B</b>	<b>112.0</b>	<b>\$60,480.00</b>	<b>\$39,200.00</b>	<b>• \$0.00</b>
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***III. Optional Pleadings***

Draft Motion to Supplement Administrative Record	8.0	\$4,320.00	\$2,800.00
Draft Motion for Judicial Notice	8.0	\$4,320.00	\$2,800.00
Respond to Motion to Dismiss	20.0	\$10,800.00	\$7,000.00

<b>TOTAL FOR PHASE II.C</b>		<b>\$19,440.00</b>	<b>\$12,600.00</b>
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**TOTALS & NOT-TO-EXCEED AMOUNT**

Phase I	\$13,500.00
Phase II.A	\$198,720.00
Phase II.B	\$60,480.00
Phase III	\$19,440.00
<b>TOTAL ALL PHASES</b>	<b>\$292,140.00</b>
 <b>Not-To-Exceed Amount</b>	 <b>\$300,000.00</b>

**TIMELINE**

<b>Task</b>	<b>Time period</b>	<b>Approx. Date</b>
Publication of FONSI/ROD	Estimated to be end of October, first part of November 2025 49 U.S.C. 46110(a) says the Petition for Review <b>must</b> be file on or before 60 days after the " Final Agency Action," i.e., publication of the FONSI/ROD	November 1, 2025
Filing Petition for Review		December 31, 2025
Required court documents	By court order, usually about one month after the filing of the case Federal Rule of Appellate Procedure says it must be filed 40 days after service of the Petition for Review on the federal agency. (I have allowed 7 days for service of the Petition)	January 31, 2026
FAA to file Administrative Record	By the Court Order, usually 60 days after the filing of the Administrative Record	February 16, 2026
Petitioners to file opening brief		April 17, 2026

**City of SeaTac**  
**Draft Budget for SAMP EA Review**

EXHIBIT 5e: Page 8 of 8  
DATE: 10/16/2025

Respondent (FAA) to file response brief	Respondent's (FAA) Response Brief, by Court Order, usually 30 Days after Opening Brief is filed	May 17, 2026
Petitioner to file Reply brief	Petitioner's Reply Brief, by Court Order, usually 21 days after Response brief is filed.	June 7, 2026
Oral Argument	By court order, usually anywhere from 6 - 8 months after the final briefs are filed. This is approximately the earliest it would occur.	December 7, 2026

September 10, 2025

City of SeaTac  
Attn: Cindy Corsilles, City Attorney  
4800 South 188th Street  
SeaTac, WA 98188-8605

Re: Engagement Letter - Special Environmental Counsel Services

Dear Cindy:

Thank you for engaging our firm to represent the City of SeaTac in connection with providing legal services. The purpose of this letter is to confirm that we represent the City and to describe how services will be provided by Ogden Murphy Wallace, P.L.L.C. (“OMW” or “the firm”).

#### **Terms of Engagement**

In our representation of clients, we think it is critical that our clients and the firm share the same understanding of the attorney-client relationship. To that end, enclosed is a copy of our Terms of Engagement. This engagement letter and the enclosed standard Terms of Engagement set forth our agreement with you. Please review them carefully and if you understand and agree to both documents, please sign this letter where indicated and return it to us by email, fax or U.S. Mail. Please let us know if you have any questions or comments regarding our relationship.

#### **Legal Fees**

You will be billed for our services on an hourly basis. Member attorneys with 15 or more years of experience, including myself, will be billed at a rate of \$535.00 per hour. Member attorneys with less than 15 years of experience will be billed at a rate of \$400.00 per hour. Associate attorneys will be billed at a rate of \$365.00 per hour. Paralegal services for all matters will be billed at \$300.00 per hour. These rates will increase annually, beginning in January 2027, in an amount equal to the highest increase in the Consumer Price Index (U) for the Seattle-Tacoma-Bellevue area, from the preceding year.

#### **Advance Fee Deposit to Commence Representation**

We are waiving our customary advance fee deposit on this matter.

### **Supervising Attorney and Assistance**

I will be responsible for seeing that the work is carried out in an efficient and economical manner. I will be assisted by other attorneys and legal assistants in our office. They are all bound to you by the same duties of loyalty and confidentiality that bind me.

### **Scope of Services**

The scope of our representation will be to represent the City of SeaTac regarding the environmental review processes under NEPA and SEPA for the Port of Seattle's Sustainable Airport Master Plan, including any litigation that may be brought against the Port or the Federal Aviation Authority in relation thereto.

The above description is the full scope of our engagement currently. Of course, the scope of our engagement may be expanded by written mutual agreement. This letter and enclosure will govern any additional matter or service we undertake for you, except as otherwise specified in a separate letter or email addressing that matter.

### **Other Matters**

The provisions of this letter and the attached Terms of Engagement shall apply to any other work or matter for which you engage us, including on behalf of any corporation or partnership in which you have an interest, except as otherwise agreed and/or to the extent contingent fees or flat fees are otherwise agreed.

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and would like to assure you that we will do our best to provide you with high quality legal services. If you have any questions or concerns during the course of our relationship, we encourage you to raise them with me or our Managing Member, Jessica Jensen. If you are in agreement with the provisions of this engagement letter and the attached Terms and Conditions, please arrange for signature of this letter where indicated below by the appropriate signatory and return it to me at your earliest convenience. We look forward to working with you and the City of SeaTac team!

Very truly yours,

**OGDEN MURPHY WALLACE, P.L.L.C.**



Jennifer Sanscrainte

JZS/jaf  
Enclosure

On behalf of the City of SeaTac, I HEREBY ACCEPT AND AGREE to the Terms and Conditions as stated herein this \_\_\_\_\_ day of September, 2025.

CITY OF SEATAC

By: \_\_\_\_\_

**OGDEN MURPHY WALLACE, P.L.L.C.**  
**TERMS OF ENGAGEMENT**

**General Rates**

The usual basis for determining our fees is the time expended by attorneys, paralegals, and legal assistants of the firm. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible.

**Other Factors in Rates**

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee which we may charge in your business matters has been and will be set in light of these various factors.

**Billing Fees and Costs**

We will bill you on a regular basis, normally each month, for all the time spent on your project(s) and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will include: conference time, whether in person, on the telephone or through remote platforms such as Zoom, Teams or Skype; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; travel on your behalf; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Typical of the costs for which you will be billed are: filing fees; delivery fees; computer assisted legal research; copying; charges of outside experts and consultants; and travel.

### **Payment; Interest**

You agree to make payment within thirty (30) days of receipt of our monthly statement. Outstanding balances that are not paid when due will accrue interest at the rate of one percent compounded monthly from the date of invoice until paid.

### **Advance Fee Deposit**

New clients are usually requested to provide an advance fee deposit to the firm. The advance fee deposit is placed in a trust account as described below, and fees and expenses for legal services are then charged against the account. Paying an advance fee deposit does not relieve the client's obligation to pay monthly invoices. If an invoice remains unpaid, the firm reserves the right to apply the advance fee deposit to the unpaid balance and require an additional advance fee deposit before commencing further work. At the conclusion of our legal representation or at such time as the deposit is unnecessary, the remaining balance or an appropriate part of it will be returned to you.

### **Trust Deposits**

All trust deposits from you will be held in a client trust account. By court rule in Washington, funds deposited to a trust account are subject to IOLTA (Interest on Lawyers Trust Account) participation in a pooled trust account. The exception is when the deposit is large enough to earn interest in excess of bank and administrative costs, and you request that it be held in a separate account, in which case the interest earned will be added to the deposit for your benefit and will be taxable income to you. IOLTA funds are used to support law-related charitable and educational activities.

### **Termination**

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

### **Estimates**

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot

guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

### **Dispute Resolution**

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's Managing Member. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and Ogden Murphy Wallace, P.L.L.C. and you agree to be bound by the results of such arbitration. Arbitration expenses shall be borne equally by the parties. In the event of non-payment such that we have to pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

### **Withdrawal**

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate cause.

### **Disclaimer**

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within fourteen (14) days of the date of the accompanying engagement letter.

### **Conclusion**

Thank you for retaining our firm. We look forward to working with you.

# SEA Sustainable Airport Master Plan: 4-City ILA, Budget Amendment, Letters of Engagement PED COMMITTEE, OCTOBER 16, 2025

EXHIBIT 5g: Page 1 of 9  
DATE: 10/16/2025



## PURPOSE OF PRESENTATION

On September 26, 2025 the FAA completed their NEPA review (environmental) of the Port of Seattle Sustainable Airport Master Plan (SAMP). Based upon a preliminary review, SeaTac, Burien, Normandy Park, and Des Moines are concerned that the NEPA review fails to adequately consider and document environmental impacts. The NEPA review will likely affect future evaluation of environmental impacts of the airport (i.e. SEPA)

## WHY IS THIS ISSUE IMPORTANT?

1. The Port of Seattle SAMP describes intended expansions of the SEA airport to increase the airports capacity to meet existing flight demand.
2. The FAA is responsible for conducting NEPA environmental review of the SAMP and has issued a Finding of No Significant Impact (FONSI).
3. The cities of SeaTac, Burien, Des Moines, and Normandy Park commented on the FAA's draft Environmental Assessment.
4. Comments by the four cities have not been adequately addressed in the FONSI.
5. The four cities anticipate that additional legal counsel will be needed to advocate for the airport communities.



# POTENTIAL COMMITTEE ACTION

EXHIBIT 5g: Page 3 of 9  
DATE: 10/16/2025

## COMMITTEE ACTION REQUESTED:

A recommendation that the City Council review and:

- Approve an amendment to the 2025-2026 Biennial budget Port ILA Fund 105 to reflect \$350,000 in expenditures and an estimated \$259,000 in revenues;
- Authorize the City Manager to sign the draft Four-City Interlocal Agreement; and
- Authorize the City Manager to sign letters of engagement with Leech Tishman and Ogden Murphy Wallace.

## STAFF RECOMMENDATION:

Approve the budget amendment and authorize the City Manager to sign the Four-City Interlocal Agreement and letters of engagement.

## REVIEWS TO DATE:

- PED Committee: 11/21/2024
- RCM: 12/10/2024

# FAA NEPA REVIEW: SUSTAINABLE AIRPORT MASTER PLAN

EXHIBIT 5g: Page 4 of 9  
DATE: 10/16/2025

## RECORD OF DECISION / FINDING OF NO SIGNIFICANT IMPACT

- FAA issued their Record of Decision (ROD) with a Finding of No Significant Impact (FONSI) on September 26, 2025.
  - The FONSI included a review of all comments received on the draft Environmental Assessment, including comments from SeaTac and the “Four-Cities” join letter (Burien, SeaTac, Normandy Park, and Des Moines).
- Based up on a preliminary review of the FONSI, it appears that the comments were inadequately addressed.
- Following the completion of the FAA’s NEPA review, the Port of Seattle will complete the SEPA review.
  - The Port may rely on portions of the FAA’s NEPA review to complete their SEPA review.
- NEPA is primarily procedural (evaluate the impact) while SEPA is procedural and substantive (evaluate impact and mitigate)



# FOUR-CITY INTERLOCAL AGREEMENT

EXHIBIT 5g: Page 5 of 9  
DATE: 10/16/2025

## OVERVIEW OF TERMS

- “Four-City” = SeaTac, Burien, Des Moines, Normandy Park
- Four-City Interlocal Agreement (ILA) has supported a jointly funded consultant and provides the framework for joint comments on the environmental review
- Update to Four-City ILA:
  - Add language supporting joint legal counsel to advise the four cities
  - Costs for the joint legal counsel shared proportionately based on population
  - SeaTac will manage the invoices / payment on behalf of jurisdictions
  - An appeal requires unanimous support; continuing the appeal requires majority
  - Any city may withdraw at any time



## LEECH TISHMAN & OGDEN MURPHY WALLACE

- SeaTac took lead to identify outside legal counsel to support the four cities
- Both legal firms (Leech Tishman and Ogden Murphy Wallace) will support, advise, and advocate for the four cities
  - Leech Tishman will be focused primarily on the FAA's NEPA actions
  - Ogden Murphy Wallace will be focused primarily on the Port SEPA action
- Each jurisdiction will sign a letter of engagement with both legal firms to preserve confidentiality
- The letters of engagement contain an hourly rate and are the basis for the proposed budget amendment



## PORT ILA FUND 105

- The proposed budget amendment is based upon initial estimates to engage outside legal counsel
  - The overall time estimates are continuing to be refined as the four cities coordinate with outside legal counsel on strategy
- The total estimated expenditure for the four cities is \$350,000
  - SeaTac will coordinate the invoicing and payments on behalf of other jurisdictions
- The four cities will reimburse SeaTac based on their proportionate population
  - SeaTac currently has 26% of the population – representing a cost of \$91,000
  - Up to \$259,000 in revenues are anticipated if \$350,000 is expended



# POTENTIAL COMMITTEE ACTION

EXHIBIT 5g: Page 8 of 9  
DATE: 10/16/2025

## COMMITTEE ACTION REQUESTED:

A recommendation that the City Council review and:

- Approve an amendment to the 2025-2026 Biennial budget Port ILA Fund 105 to reflect \$350,000 in expenditures and an estimated \$259,000 in revenues;
- Authorize the City Manager to sign the draft Four-City Interlocal Agreement; and
- Authorize the City Manager to sign letters of engagement with Leech Tishman and Ogden Murphy Wallace.

## STAFF RECOMMENDATION:

Approve the budget amendment and authorize the City Manager to sign the Four-City Interlocal Agreement and letters of engagement.

## REVIEWS TO DATE:

- PED Committee: 11/21/2024
- RCM: 12/10/2024

# Questions?

EXHIBIT 5g: Page 9 of 9  
DATE: 10/16/2025

