



City of Tukwila
**Finance and Governance
 Committee**

- ◆ De'Sean Quinn, Chair
- ◆ Tosh Sharp
- ◆ Jovita McConnell

Distribution:
 D. Quinn Mayor McLeod
 T. Sharp M. Wine
 J. McConnell A. Youn
 A. Papyan L. Humphrey
 D. Martinez

AGENDA

MONDAY, OCTOBER 28, 2024 – 5:30 PM

ON-SITE PRESENCE: TUKWILA CITY HALL HAZELNUT CONFERENCE ROOM 6200 SOUTHCENTER BOULEVARD	REMOTE PARTICIPATION FOR THE PUBLIC: 1-253-292-9750, ACCESS CODE: 441656166# Click here to: Join Microsoft Teams Meeting For Technical Support: 1-206-433-7155
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Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Lease Agreement with Sound Cities Association for office space in the 6300 Building. <i>Brandon Miles, Director of Strategic Initiatives & Government Relations</i>	a. Forward to 11/4 Regular Meeting Consent Agenda.	Pg.1
b. Application for lodging tax funds: 2025-2026 Seawolves partnership for \$180,000.00. <i>Brandon Miles, Director of Strategic Initiatives & Government Relations</i>	b. Forward to 11/4 Regular Meeting Consent Agenda.	Pg.13
c. Development Agreement with the Vietnamese Martyrs Parish. <i>Brandon Miles, Director of Strategic Initiatives & Government Relations</i>	c. Forward to 11/4 Regular Meeting Consent Agenda.	Pg.53
2. MISCELLANEOUS		

Next Scheduled Meeting: *November 25, 2024*



The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Finance and Governance

FROM: Brandon Miles, Director

CC: Thomas McLeod

DATE: October 7, 2024

SUBJECT: Sound Cities Association Lease Agreement (2025/26)

ISSUE

The current lease agreement for office space in the 6300 building with Sound Cities Association (SCA) expires on December 31, 2024. Staff is proposing to enter into a new two-year lease agreement with SCA.

BACKGROUND

SCA is a local non-profit corporation composed of member cities with a population of with 150,000 or fewer people that works locally and partners regionally to create livable, vital communities through advocacy, education, leadership, mutual support and networking. The City of Tukwila is a member of SCA. Since 2006 SCA has leased office space from the City in the 6300 building. The current two-year lease with SCA expires at the end of the year.

DISCUSSION

Staff is proposing a two-year lease agreement from January 1, 2025 – December 31, 2026, to coincide with the biennium budget cycle. The rent per square foot, per year, will increase modestly. The total annual revenue for 2025 will be \$28,495.00 and in 2026 the revenue will be \$29,189.00.

Revised Code of Washington 35A.11.010 and 35A.11.020 all lease agreements must go before City Council for authorization, unless the City Council has delegated its authority.

FINANCIAL IMPACT

Unless terminated, as permitted under the agreement, the lease agreement will generate \$57,684.00 in general fund revenue for the City.

RECOMMENDATION

The Committee is being asked to forward this item to the November 4 consent agenda for final approval to authorize the Mayor to execute the new lease agreement.

ATTACHMENTS

- Draft lease agreement with Sound Cities Association for office space in the 6300 building.



LEASE AGREEMENT

THIS LEASE AGREEMENT is made between the **City of Tukwila** (“the City” or “Lessor”) and **Sound Cities Association** (“Sound Cities Association” or “Lessee”).

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of the commercial property located at 6300 Southcenter Boulevard, Tukwila, Washington (the “Property”). Lessor does hereby agree to lease to Lessee, a portion of the Property consisting of approximately 1,460 rentable square feet (the “Premises”). The Premises do not include the exterior walls, roof, land beneath, pipes, ducts, conduits, wires, fixtures and equipment above the suspended ceiling, or any other portion of the Property or the buildings thereon. The City and Lessee agree that the Lessee’s pro-rata share of the Property that the Premises are a part of is 3.45%, based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the entire Property as of the date of this Lease.
2. **Term.** This Agreement shall be in full force and effect for a period commencing January 1, 2025 and ending December 31, 2026, unless sooner terminated under the provisions set forth in Section 22. Upon termination of this Lease the Lessee shall surrender all keys and/or access cards to the City.
3. **Possession.** Lessee shall be deemed to have accepted possession of the Premises in an “as-is” condition. The City makes no representations to Lessee regarding the Premises including the structural condition of the Premises and the condition of all mechanical, electrical and other systems. Lessee shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Lessee. Lessee shall not engage in any improvements or alterations to the Premises without the express written consent of the City.
4. **Rent.** Base rent shall be set at \$19.50 per square feet per year, or \$28,459.00 per year, to be paid in monthly installments of \$2,371.62 for the period of January 1, 2025 – December 31, 2025 and \$20.00 per square feet per year, or \$29,189.00 per year, to be paid in monthly installments of \$2,431.43 for the period of January 1, 2026 – December 31, 2026. Rent shall be due on the first day of each month. If payment is not received by the fifth day of each month, Lessee shall be responsible for paying a late fee equivalent to five percent (5%) of the delinquent amount in addition to the past due payment. All delinquent sums not paid within thirty (30) days of the due date shall bear interest at the rate of twelve percent (12%) per



annum. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment. The City's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment.

5. **Leasehold Excise Tax.** Lessee shall pay leasehold excise tax due pursuant to RCW 82.29A to Lessor by the first day of each month at the rate of 12.84% of the base rent set forth in Section 4 herein, such amount being \$304.44.00 per month for January 1, 2025 – December 31, 2025 and \$312.15 per month for January 1, 2026 – December 31, 2026. The leasehold excise tax shall be paid in addition to the monthly rental payment and any other payments required under this Lease. If the State of Washington changes the leasehold excise tax, the tax payable by the Lessee each month under this Lease shall be correspondingly modified in compliance with RCW 82.29A without further action by the parties.
6. **Use of Premises by Lessee.** Lessee shall use the Premises for general office use. The Premises shall be used only for the uses specified herein and for not for any other business or purpose without the prior written consent of the City. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises or cause the cancellation of any insurance on the Premises. Lessee shall not commit or allow to be committed any waste upon the Premises or any public or private nuisance. Lessee shall not do or permit anything to be done on the Premises which will obstruct, cause injury or interfere with the rights of other tenants, or occupants of the Premises or their customers, clients and visitors.
7. **Lessee Maintenance and Repair Responsibility.** Lessee shall, when and if needed, at Lessee's sole expense, make repairs to the Premises and every part thereof; and Lessee shall maintain the Premises in a neat, clean, sanitary condition. Lessee shall surrender the Premises to the City in good condition upon the termination of this Lease, reasonable wear and tear expected.
8. **Signage.** Lessee shall obtain the City's written consent before installing any signs on the Premises and shall install any approved signage at Lessee's sole expense and in compliance with all applicable laws. Lessee shall not damage or deface the Premises when installing or removing signage and shall repair any damage to the Premises caused by such installation or removal.
9. **Utilities, Equipment and Services.** The City shall provide the Premises with the following services, the cost of which shall be included in the rent paid by Lessee: water, electricity, and heating/cooling seven (7) days per week and janitorial services five (5) nights per week, exclusive of holidays.



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The Lessee shall pay the City \$110 per month for internet service, payable on the first of each month along with rent.

The City shall provide six (6) extensions to the City phone system for use by the Lessee and will maintain the phone system at no additional cost to the Lessee. Lessee shall be responsible for all costs associated with long distance and other toll calls which may be billed separately by the City. Charges will be invoiced upon receipt of phone bill and will be payable within 30-days.

On an annual basis, the Lessee shall provide an inventory list to the City detailing hardware equipment and software utilized by the Lessee. Any hardware equipment or software requested for purchase by the City to update the Lessee's inventory will be billed to the Lessee at actual cost. Any hardware equipment or software purchased by the Lessee shall be reviewed by the City's Technology and Innovation Service Center for system compatibility and supportability prior to purchase and installation.

Virus checking software and that has been approved by the City's Technology and Innovation Service Center is mandatory on all Lessee computers, laptops and servers in use by the Lessee. Any virus signature files released by the virus checking software company shall be set to automatically update to keep the Lessee's software updated to the latest version available.

10. **Destruction of Premises.** If the Premises are completely or partially destroyed by fire or other casualty, or if they are damaged by an uninsured casualty, or by an insured casualty to such an extent that the damage cannot be repaired within sixty (60) days of the occurrence, the City shall have the option to restore the Premises or to terminate this Agreement on thirty (30) days written notice, effective as of any date not more than sixty (60) days after the occurrence. If this Section becomes applicable, the City shall advise the Lessee within thirty (30) days after such casualty whether the City elects to restore the Premises or to terminate this Agreement. If the City elects to restore the Premises, it shall commence and complete the restoration work with due diligence. For the period from the date of the casualty until completion of the repairs (or the date of termination of this Agreement, if the City elects not to restore the Premises) the monthly base rent shall be abated in the same proportion that the untenable portion of the Premises bears the whole thereof, unless the casualty results from Lessee's negligence or its breach of obligations under this Agreement.
11. **Hazardous Substances.** Lessee shall not generate, release, spill, store, deposit, transport or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products,



radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic in accordance with applicable federal, state and local laws and regulations in any reportable quantities (collectively “Hazardous Substances”) in, on or about the Premises. Lessee shall attach a separate list of Hazardous Substances they propose to store on site and the City must accept the list in writing or Hazardous Substances cannot be stored on site. The Lessee shall indemnify, hold harmless and defend the City from any and all claims, liabilities, losses, damages, clean-up costs, response costs and expenses, including reasonable attorneys’ fees, arising out of or in any way related to the Release by the Lessee or any of its agents, representatives or employees, or to the presence of such Hazardous Substances in, on or about the Premises occurring at any time after the effective date of this Agreement to the full extent of the Lessee’s liability.

12. **Alterations and Additions.** After obtaining the prior written consent of the City, Lessee may make, at its sole expense, such additional improvements or alterations to the Premises which it may deem necessary or desirable. Any repairs or new construction done by Lessee shall be done in conformity with plans and specifications approved by the City. All work performed shall be done in a workmanlike manner and shall become the property of the City.
13. **Liens.** Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.
14. **Insurance.** The Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee’s operation and use of the leased Premises.
 - a. **No Limitation**

The Lessee’s maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.
 - b. **Minimum Scope of Insurance.** The Lessee shall obtain insurance of the types described below:
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional an insured on Lessee’s Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
 - ii. Property insurance shall be written on an all risk basis.



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- c. Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - ii. Property insurance shall be written covering the full value of the Lessee's property and improvements with no coinsurance provisions.
- c. Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Lessee's insurance and shall not contribute with it.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M Best rating of not less than A: VII.
- e. Verification of Coverage. Lessee shall furnish the City with original certificates and a copy of any applicable amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Lessee.
- f. Waiver of Subrogation. Lessee and the City hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- g. City's Property Insurance. The City shall purchase and maintain during the term of this Lease, all-risk property insurance covering the Building for full replacement value without any coinsurance provisions.
- h. Notice of Cancellation. The Lessee shall provide the City with written notice of any policy cancellation, within two (2) business days of receiving such notice.
- i. Failure to Maintain Insurance. Failure on the part of the Lessee to maintain the required insurance shall constitute a material breach of this Lease upon which the City may, after giving five (5) business days notice to the Lessee to correct the breach, terminate this Lease or, at its discretion, procure or renew such insurance and pay and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- j. City Full Availability of Lessee Limits. If the Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective



of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the City evidence limits of liability lower than those maintained by the Lessee.

15. **Indemnification and Hold Harmless.** Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and City. The provisions of this section shall survive the expiration or termination of this Lease.
16. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Premises. Any sublease or assignment made in violation of this provision shall be void.
17. **Default.** Failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease, where such failure shall continue for a period of ten (10) days after written notice from the City to cure the default, shall constitute a default and breach of this Lease. Lessee shall notify the City promptly of any default not by its nature necessarily known to the City.
18. **Access.** After reasonable notice from the City (except in the cases of emergency where no notice is required) the Lessee shall permit the City and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, alterations, improvements or inspections. This section shall not impose any repair or other obligation upon the City not expressly stated elsewhere in this Agreement.
19. **Compliance with Laws, Rules and Regulations.** Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force relation to or affecting the conditions, use, or occupancy of the leased premises. Lessee shall faithfully observe and comply with City rules and regulations.
20. **Permits.** Lessee shall, at its sole cost and expense, be responsible for obtaining any required permits and licenses necessary to perform the work and covenants of this Lease.



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21. **Notices.** All notices under this Lease shall be in writing and shall be effective when mailed by certified mail or delivered to the addresses listed below.

Notices to Lessor shall be sent to:
City of Tukwila
ATTN: Mayor's Office
6200 Southcenter Boulevard
Tukwila WA 98188

Notices to Lessee shall be sent to:
Sound Cities Association
ATTN: Executive Director
6300 Southcenter Blvd, Suite 206
Tukwila WA 98188

22. **Termination.** Either party may terminate this Agreement if the other party is in default as outlined in Section 17 or at any time on or before the expiration of this Lease by providing a minimum of thirty (30) days written notice to the other party.
23. **Applicable Law; Venue: Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
24. **Authority of Lessee.** The Lessee and the individual executing this Lease on behalf of the Lessee represent and warrant that s/he is duly authorized to execute and deliver this Lease and upon execution this Lease is binding upon the Lessee in accordance with the terms herein.
25. **Waiver and Forbearance.** No waiver by the City of any breach or default by the Lessee of any of its obligations or covenants herein shall be deemed to be a waiver of any subsequent breach or default of the same or any other obligation or covenant, nor shall forbearance by the City to seek remedy for any break or default of the Lessee be deemed a waiver by the City of its rights and remedies with respect to such breach or default.
26. **Entire Agreement - Modification.** This Lease Agreement together with all exhibits or addenda expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. Except as otherwise provided, no modification or amendment of this Lease Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
27. **Severability and Survival.** If any term, condition or provision of this Lease is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.



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Agreement Number:

CITY OF TUKWILA

SOUND CITIES ASSOCIATION

By: _____
Thomas McLeod
Mayor

By: _____
Executive Director

Attest:

By: _____
Andy Yuon City Clerk

Approved as to form:

By: _____
City Attorney

DRAFT



City of Tukwila

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Agreement Number:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Allan Ekberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Tukwila to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2022.

(Print Name)

Residing at _____

My appointment expires _____

[Stamp or Seal]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Deanna Dawson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it the Executive Director of Sound Cities Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2022.

Notary Public for Washington

(Printed or Stamped Name of Notary)

Residing at _____

My appointment expires: _____

[Stamp or Seal]



INFORMATIONAL MEMORANDUM

TO: Finance and Governance Committee

FROM: Brandon Miles, Director, Government Affairs and Strategic Initiatives

CC: Thomas McLeod

DATE: October 21, 2024

SUBJECT: Lodging Tax Funding Request: City of Tukwila, Seattle Seawolves Partnership

ISSUE

Review of a lodging tax funding request from the City of Tukwila Mayor's Office for funds to support the 2025/26 Partnership with the Seattle Seawolves.

BACKGROUND

The City collects a 1% lodging tax on certain qualifying overnight stays in paid accommodations (hotels/motels/Airbnb) in the City. State law limits the use of these funds to tourism promotion¹. There is currently just over \$1 million in lodging tax funds available for use.

The City's Lodging Tax Advisory Committee (LTAC) reviews all requests for use of lodging tax funds. LTAC then forwards a list of recommended applications to the City Council for its review and consideration. If LTAC does not recommend an application be funded, that application is not forwarded to the City Council. The City Council may approve or deny any of the applications recommended by the LTAC. The City Council may also approve an application and increase or decrease the dollar amount awarded².

The City accepts applications on a rolling basis, with the LTAC reviewing requests monthly.

Pending Applications

At its October 11, 2024, meeting, the LTAC reviewed and sent forward to the City Council an application by the City of Tukwila for the 2025/26 Seawolves Partnership. LTAC recommends approval of the funding request.

¹ RCW 67.28.080 (6) defines "tourism promotion" as "...activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists."

² On August 17, 2016, the Washington State Attorney General's Office issued an informal opinion regarding whether a municipality could change the dollar amounts recommended by the local lodging tax advisory committee. Specifically, the informal opinion states:

"When awarding lodging tax revenues pursuant to RCW 67.28.1816(2)(b)(ii), a municipality may award amounts different from the local lodging tax advisory committee's recommended amounts, but only after satisfying the procedural requirements of RCW 67.28.1817(2), according to which the municipality must submit its proposed change to the advisory committee for review and comment at least forty-five days before final action on the proposal."

1. City of Tukwila, 2025/26 Seawolves Partnership (Not to Exceed \$180,000 (\$90,000 in 2025 and 2026)).

The City of Tukwila is requesting lodging tax funds to partner with the Seattle Seawolves for the team’s 2025/26 seasons. The Seattle Seawolves is a professional rugby team in Major League Rugby (MLR). The team trains and plays all of its home games at Starfire Sports in Tukwila. The Seawolves are the most successful and dominate team in MLR. The team has won two MLR Championships. Rugby as a whole is growing in popularity in the United States and is popular in Seattle.

In 2024 total home attendance for the Seawolves at Starfire was just over 31,000 people.

The Seawolves also have a very strong digital following and a growing brand identity in the Seattle metro region. Through the Experience Tukwila digital accounts, the City has done some limited campaigns with the Seawolves to promote both the Seawolves and the City.

The City has had an ongoing partnership with Seawolves since 2022. In 2023/24 the City provided a total of \$150,000 to the Seawolves for a two year partnership. The proposed 2025/26 partnership largely carries on the same benefits the City will receive from the Seawolves. One of the biggest benefits the City receives is having the City’s name located on the back of the Seawolves home, away, and alternate kits. The City’s ongoing goals with the partnership with the Seawolves include:

1. Drive Heads in Beds. Tukwila hotels will be the official hotel for away teams for the 2025/26 seasons.
2. Drive More Traffic to Area Businesses. Drive more people to area businesses, such as restaurants, entertainment activities, and other hospitality type businesses.
3. Building the Tukwila Brand. The Seawolves have a strong and growing brand in the Seattle region. Additionally, the Seawolves have a very strong brand following by millennials and families, part of the City’s overall target audience for branding. The City’s internal brand essence is “Accessible Fun.” The Seawolves games are easily “accessible fun.” The games are reasonably priced, fun, and safe for families.
4. Rugby Community. The City also has an opportunity to build a rugby brand. Like we have done for soccer, Tukwila could be known as the epicenter of soccer in the Pacific NW. Supporting the Seawolves can help attract more rugby matches to the City. In 2021 our relationship with the Seawolves resulted in introductions to the Rugby 7 organizers and the XV Series, both of these activities called Tukwila home for their matches. The Seawolves have also brought international friendly matches to the City.

LTAC Recommendation on Application: Do Fund

Staff Recommendation on Application: Do Fund.

FINANCIAL IMPACT

The total request will not exceed \$180,000 over the two-year period (\$90,000 per year). The six-year Tourism Financial Plan has a total of \$175,000 (\$350,000 over the total two year period) allocated per year for sponsorships.

2025 Tourism Six-Year Financial Plan Allocation	
Sponsorships:	\$175,000
Seattle Seawolves (Pending)	(\$90,000)
Remaining Sponsorship Funds:	\$85,000.00

2026 Tourism Six-Year Financial Plan Allocation	
Sponsorships:	\$175,000
Seattle Seawolves (Pending)	(\$90,000)
Remaining Sponsorship Funds:	\$85,000.00

RECOMMENDATION

Staff recommends that the Committee approve the pending funding requests and forward to the November 4, 2024, consent agenda. Staff also requests permission to place the future funding agreement, that implements this funding request, on a future consent agenda, without the need to bring the contract to a committee.

ATTACHMENTS

1. Lodging Tax Application, City of Tukwila, Seattle Seawolves
2. Experience Tukwila x Seawolves 2024 Recap
3. Six Year Financial Plan

Application to the City of Tukwila for Use of 2024 Lodging Tax Funds

Event or Activity Name (if applicable):	2025/2026 Seattle Seawolves Partnership
Amount of Lodging Tax Requested:	Not to Exceed \$180,000 (\$90,000 in 2025 and 2026)
Applicant Organization:	City of Tukwila
Federal Tax ID Number:	91-6001519
Mailing Address:	Office of the Mayor 6200 Southcenter Blvd Tukwila, WA 98188
Primary Contact Name:	Brandon Miles
Primary Contact Phone:	206-431-3684
Primary Contact Email Address:	Brandon.Miles@Tukwilawa.gov

Check all the service categories that apply to this application:

Tourism promotion or marketing.

Operation of a special event or festival designed to attract tourists.

Operation of a tourism-related facility owned or operated by a non-profit organization.

Operation and/or capital costs of a tourism-related facility owned by a municipality or a public facilities district.

Check which one of the following applies to your agency:

Non-Profit (Note: Attach a copy of your current non-profit corporate registration from the Washington Secretary of State Office)

Municipality

For Profit Corporation

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service for 2021. If awarded, my organization intends to enter into a services contract with the City; provide liability insurance for the duration of the contract naming the City as additional insured and in an amount determined by the City; and file for a permit for use of City property, if applicable.
- My agency will be required to submit a report documenting economic impact results in a format determined by the City.

Signature: /s/

Date: October 8, 2024

1) If an event, list the event name, date(s), and projected overall attendance.

The City of Tukwila is requesting lodging tax funds to partner with the Seattle Seawolves for the team's 2025 and 2026 seasons. The Seawolves are a professional rugby team in Major League Rugby (MLR). The team trains in Tukwila and plays all its home games at Starfire Sports. The Seawolves are the most successful and dominate team in MLR rugby, having played in multiple championships games and winning two of them. Rugby as a whole is growing in the United States, with the US set to host the World Cup in 2031 for men's and 2033 for women's.

The City provided \$40,000 in funding in 2022 and \$150,000 over two years for 2023 and 2024. Staff is requesting a total of \$180,000 (\$90,000 per year) through 2026 to execute a sponsorship agreement with the Seawolves..

The Seawolves have a very strong digital following and a growing brand identity in the Seattle metro region. Through Experience Tukwila digital accounts, the City has done significant campaigns and posts to highlight the team, rugby, and the City. Moving forward staff wants to start planting the flag that Tukwila is "Rugby City USA."

In 2025 and 2026 the City would partner with the Seawolves on initiatives that focus on three distinct areas:

1. Drive Head in beds. Tukwila hotels will be the official hotel for away teams for the 2022 and 2023 seasons.
2. Drive More Traffic to Area Businesses. The Seawolves have been very supportive of promoting the City via its own social media channels. We have done cross promotion with Experience Tukwila and the Seawolves to promote Tukwila businesses and events.
3. Building the Tukwila Brand. The Seawolves have a strong and growing brand in the Seattle region. Additionally, the Seawolves have a very strong brand following by millennials and families, part of the City's overall target audience for branding. The City's internal brand essence is "Accessible Fun." The Seawolves games are easily "accessible fun." The game are reasonably priced, fun, and safe for families.

In 2023/2024 the City received significant exposure on all the Seawolves social media and TV. The City's name is also on the backdrop for the Seawolves and used for media interviews for the players and coaches.

Another fun feature is that the City has branding directly on the team's jerseys. This provides great earned media exposure for the City.

4. Rugby Community. The City also has an opportunity to build a rugby brand. Like we have done for soccer, Tukwila could be known as the epicenter of soccer in the Pacific NW. Supporting the Seawolves can help attract more rugby matches to the City. In 2021 our relationship with

the Seawolves resulted in introductions to the Rugby 7 organizers and the XV Series, both of these activities called Tukwila home for their matches. We want to work to known as Rugby City USA.

2) Is your event/activity/facility focusing on attracting overnight tourists, day tourists, or both?

Both, both directly and indirectly by building a rugby brand

3) Describe why visitors will travel to Tukwila to attend your event/activity/facility.

The Seawolves have been playing in Tukwila since the team was founded. In 2024 a total of 31,387 attended preseason, regular season and post season matches at Starfire. In the past years the City has partnered with the Seawolves to bring international matches and club matches to the City.

4) Describe the geographic target of the visitors you hope to attract (locally, regionally, nationally, and/or internationally).

Regionally. Most fans are located within the Greater Seattle region. Home games may also produce a small number of traveling fans from throughout the United States. These homes games would also generate hotel stays by the away team.

Besides attendance at games, the City is also hoping to get branding exposure with the Seawolves

5) Describe the prior success of your event/activity/facility in attracting tourists.

The Seawolves have shown the ability to bring fans to the City. In 2019 year the City partnered with the Seawolves on two international matches. Homes games are well attended. This year the Seawolves hosted two playoff matches at Starfire.

6) If this your first time holding the event/activity/facility provide background on why you think it will be successful.

N/A

7) Describe the media strategy you employ to promote your event/activity/facility to attract overnight and/or day tourists? Please list any digital or print media (newsletters, e-blasts, social media, etc.) your agency uses or intends to use to promote your event/activity/facility.

The City will utilize Experience Tukwila and the Seawolves digital and social media for promotion. The City will bring in additional partners and these partners would be required to also promote various events, such as the fan day event or viewing parties. Seawolves matches are streamed online and shown on TV last year these games brought significant brand exposure to the City.

8) Describe how you will promote lodging establishments, restaurants, retailers, and entertainment establishments in the City of Tukwila.

Various ways, through digital media and by hosting specific events.

9) Is the City able to use your digital and print media for collaborative marketing?

Yes

10) Describe how you will use the name, “Tukwila” in publications, promotions, and for your event?

All events will be promoted as being in Tukwila. Additionally, the City will get special recognition in various mediums.

11) Measurements and Metrics (Note: You will be required to report these metrics as part of the close out of the agreement between your organization and the City.)

As a direct result of your proposed tourism-related service, provide an estimate of (annual estimates):	
a. Overall attendance at your proposed event/activity/facility.	40,000 per year.
b. Number of people who will travel fewer than 50 miles for your event/activity.	90%
c. Number of people who will travel more than 50 miles for your event/activity.	10%
d. Of the people who travel more than 50 miles, the number of people who will travel from another country or state.	Approximately 200 per year.
e. Of the people who travel more than 50 miles, the number of people who will stay overnight in Tukwila.	Approximately 200 per year.
f. Of the people staying overnight, the number of people who will stay in PAID accommodations (hotel/motel/bed-breakfast) in Tukwila.	200 per year.

<p><i>g.</i> Number of paid lodging room nights resulting from your proposed event/ activity/facility (for example: 25 paid rooms on Friday and 50 paid rooms on Saturday = 75 paid lodging room nights)</p>	<p>400 per year.</p>
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12) What methodologies did you use to calculate the estimates and what methodologies will you use to track outcomes, such as total participants, estimated visitor spending, etc?.

These are estimates based upon a variety of factors, including fan attendance at games, fan attendance at special events, overnight stays by the away teams, etc. The numbers provided are for estimated in person attendance and do not include media and social media exposure.

13) Are you applying for lodging tax funds from another community? If so, which communities and in what amounts?

No.

14) Are you applying funding from Seattle Southside Regional Tourism Authority (SSRTA)? If so, in what amount?

No.

15) What is the overall budget for your event/activity/facility? What percent of the budget are you requesting from the City of Tukwila?

The City is requesting \$180,000 (\$90,000 for each year for this sponsorship).

16) What will you cut from your proposal or do differently if full funding for your request is not available or recommended?

We would not be able to have a paid sponsorship with the Seawolves.

Applications are considered on a rolling basis. Please contact staff to discuss the process for having the application reviewed by the City’s Lodging Tax Advisory Committee.

Completed applications should be submitted to:

Lodging Tax Advisory Committee
c/o Brandon Miles
City of Tukwila
6200 Southcenter Blvd

Tukwila, WA 98188

Or,

Brandon.Miles@Tukwilawa.gov

Questions?

LTAC Contact:

Brandon J. Miles

(206) 731-9071

Brandon.Miles@Tukwilawa.gov.

Form Updated: January 5, 2021

Conceptual Scope of Services (Not Final)

- A. City logo on lower back of all Seawolves player jerseys for the 2025 and 2026 seasons.
- B. Non-Exclusive use of Seattle Seawolves marks for advertising and promotional purposes.
- C. Co-branded media Step & Repeat used for matchday fan zone activations, local/regional match broadcasts, and media interviews.
- D. Presenting sponsor of one (1) Seawolves home match:
 - a. Presenting sponsor benefits include:
 - i. Promotion of game on regional/local match broadcast, including “Presented by” with City’s name and tourism mark exposure.
 - ii. Social media post leading up to the match with City’s tourism mark and tag.
- E. One (1) TV billboard per local/regional home match broadcast (includes 6 seconds of copy and tourism mark exposure).
- F. Location for all 2025 and 2026 home matches shall be listed as “Tukwila” and not reference Seattle.
- G. A lodging establishment within the City of Tukwila, chosen by the Contractor, shall serve as the official hotel for all visiting teams.
- H. The City and Contractor shall issue a joint press release highlighting the extension of the partnership.
- I. City listed on Contractor’s partner page with logo and copy.
- J. Five (5) Seawolves jerseys with Experience Tukwila logo on back for City use.
- K. Five (5) one-hour player appearances.
- L. Subject to space availability and limitations as determined by the City, Contractor shall use the City billboard at West Valley Hwy and S. 180th St. to promote Seawolves matches. Contractor is responsible for designing any digital ad on the billboard and shall place the City’s tourism mark on the display ad.
- M. Provide one social media post highlighting the City’s partnership and support for the Seawolves and rugby.
- N. With final approval from the Seawolves, the City can issue a novelty “Hunting Licenses” to fans. The license may allow for discounts at area businesses. Seawolves and City shall jointly agree in writing to any businesses included in the promotion.
- O. The City may use the term “Home of the Seattle Seawolves” in its marketing and promotion activities.

SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

2024



SEAWOLVES.RUGBY

SEATTLE SEAWOLVES + EXPERIENCE TUKWILA



Experience Tukwila x Seawolves Jerseys



- 444 total jerseys sold in 2024
- 354 jerseys and training tops emblazoned with Experience Tukwila worn by players and coaches during the 2024 season

SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

Tukwila
2024

Experience Tukwila x Seawolves Press Backdrop



SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

2024

Experience Tukwila x Seawolves Blood Drive and Soup Kitchen



Seawolves Matches in Tukwila

SEATTLE SEAWOLVES #BOUNDBYBLOOD #ROUNDFORGLORY

UPCOMING MATCH!

SEATTLE SEAWOLVES VS JACKALS

2024 MLR WESTERN CONFERENCE FINAL
SUN., JUL 28TH | 1:00PM PT
STARFIRE STADIUM, TUKWILA WA

LIVE ON FOX13+

WHAT'S ON >>> **PLAYOFFS** • sportsbreaks.com

HOME MATCH #TOGETHERWEHUNT HOME MATCH #TOGETHERWEHUNT HOME MATCH #TOGETHERWEHUNT HOME MATCH #TOGETHERWEHUNT

THE RUGBY NETWORK

MLR

ROUND 17

SEATTLE SEAWOLVES 10-4-0

Vs

RFC LOS ANGELES 4-8-1

Starfire Stadium
Tukwila, WA

Tukwila

SEATTLE SEAWOLVES RFC

SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

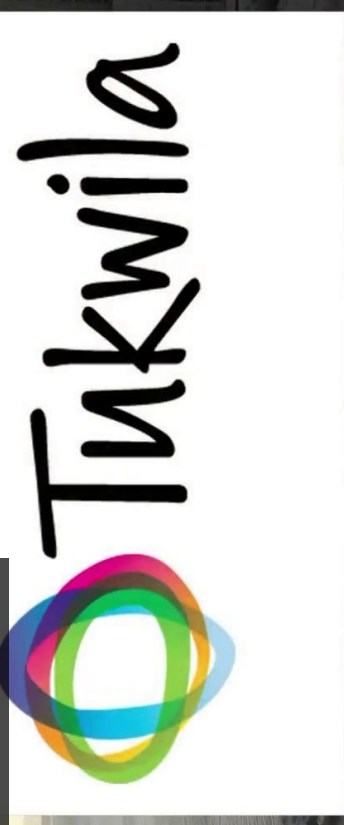


2024 THE RUGBY NETWORK

6/22/24 Presenting Partner - Experience Tukwila

1. ORR	2. ZARBECK	3. MATEJKA	4. REBERT	5. ROUSSEAU	6. SHIRT
7. ANBEI	8. TAYLOR	9. SMITH (c)	10. ALANSON	11. FOTTI	12. KOEHL
13. ROSSOUW	14. MOONEYHAM	15. MATTHEWS			

Positions: PROP, SCUMMER, FLANKER, SCUMMER PROP, PROP, FLANKER, FLANKER

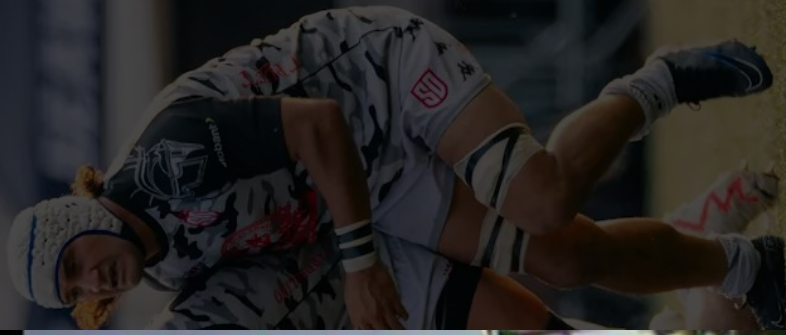


SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

2024

Seawolves Billboard in Tukwila

425.026626 - E VALLEY RD WL 460F N/O S 192ND ST SF 2024-07-16 17:47:13

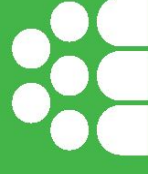


In-person Attendance Totals

- 12 Total Home Matches:
 - 2 Home Preseason Matches
 - 8 Regular Season Matches
 - 2 Home Playoff Matches
- Paid City of Tukwila **\$54,588.04** in admissions tax in 2024
- All visiting teams in 2024 stayed in Tukwila at Courtyard Marriott Southcenter. Seawolves spent **\$57,246.59** in 2024.
- **4** away match viewing parties in Tukwila at Billy Baroo's Smokehouse

31,387

2024 Home Attendance



SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

2024

Broadcast Impressions

- Broadcast partners:
 - National: FOX (1), FS1 (2) and FS2 (5)
 - Local: FOX 13+ (7), ROOT SPORTS and ROOT SPORTS Plus (3)
 - Streaming on The Rugby Network (All)
- FOX 13+ viewership of Seawolves matches up **55% YoY**
- Experience Tukwila logo on the lower back of jersey saw a **74%** increase in SMV and an increase of **63%** in exposures YoY

21.2 Million Impressions on FOX, FS1 and ROOT SPORTS

7,469 Avg. Viewership Persons 18+ on FOX 13+



Impressions via Web Pages

69,811

Total Webpage

Impressions with

Experience Tukwila
Logo on-screen



Situated south of Seattle, Tukwila is the metro area's most accessible, affordable, and multicultural destination. Experience the many parks, shops, restaurants, and entertainment attractions that make this city truly stand out. Visit Tukwila, Washington today.

USERS

89K

VIEWS

250K



Social Posts Featuring Experience Tukwila

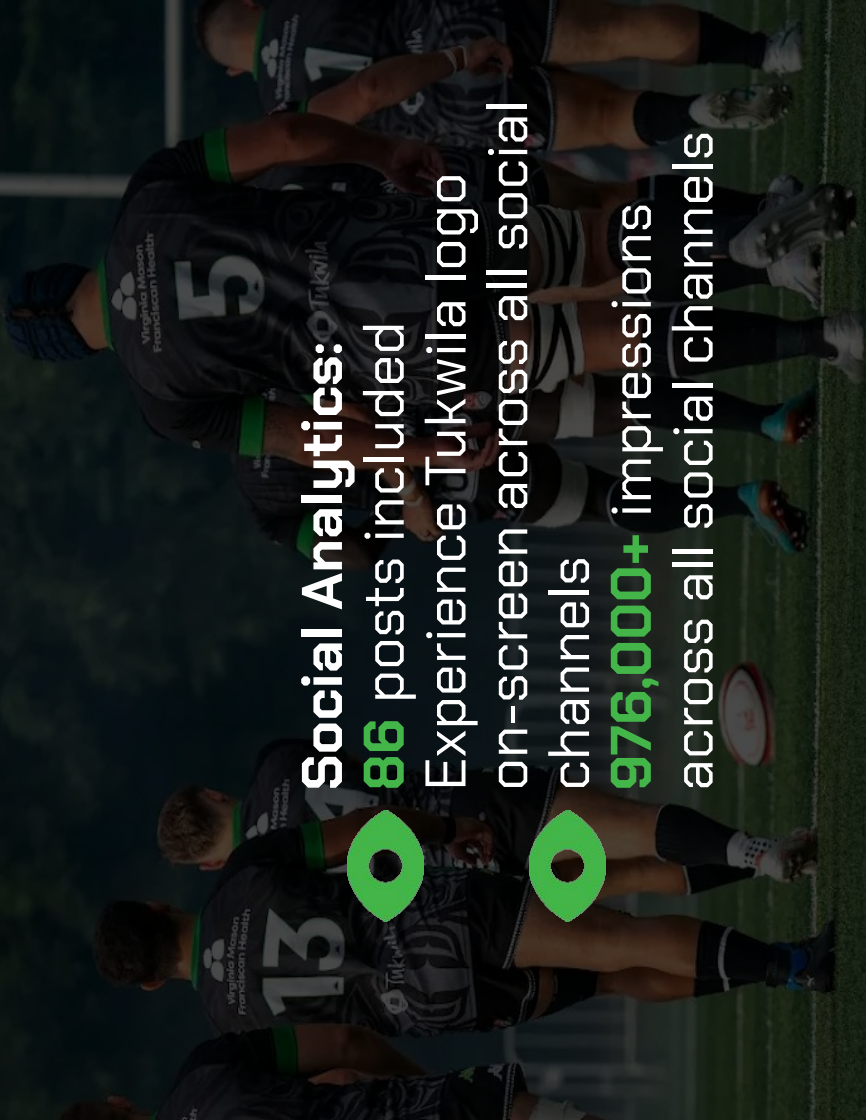
PRESENTED BY  VS ANTHEM RC

STARTING XV

1 DEWALD DONALD	2 DAQUAN PERRY	3 OLIVE KILIFI	4 TAYLOR KRUMREI	5 MAHONRI NGAKURU	6 CHARLES ELTON - VC	7 KARA PRYOR	8 RIEKERT HATTINGH - C	9 RYAN REES	10 SAM WINDSOR	11 JADE STIGHLING	12 TAVITE LOPETI	13 TEVITA KURIDRANI	14 CONNER MOONEYHAM	15 DUNCAN MATTHEWS	16 JOE TAUFETE'E	17 CAMERON DRR	18 CHANCE WENBLEWSKI	19 ISAIA LOTAWA	20 HUW TAYLOR	21 JP SMITH	22 MACK MASON	23 INA FUTI
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Social Analytics:

- 86** posts included Experience Tukwila logo on-screen across all social channels
- 976,000+** impressions across all social channels



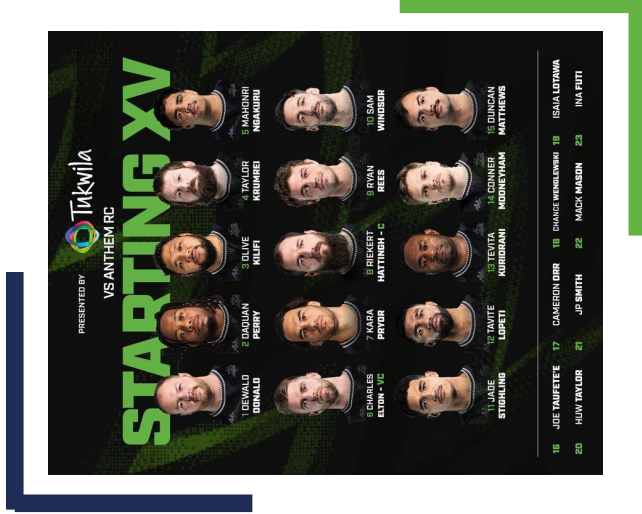
Report Details



Rightsholder
Seattle Seahawks



Sponsor
Experience Tukwila



Selected Valuation Dates: October 1st, 2023 - September 9th, 2024

Broadcast impression data is available for most national and regional networks for seasons starting in 2023 and beyond

Valuation Summary



HIGHLIGHTS

Sponsor Media Value

\$63.8K

Full Media Value

\$250.6K

Social SMV: **\$989**

Exposures: **97**

Social Posts: **86**

Social Impressions: **976K**

Video Views: **42.2K**

Engagements: **12.9K**

Broadcast SMV: **\$62.8K**

Exposures: **1.5K**

Broadcasts: **19**

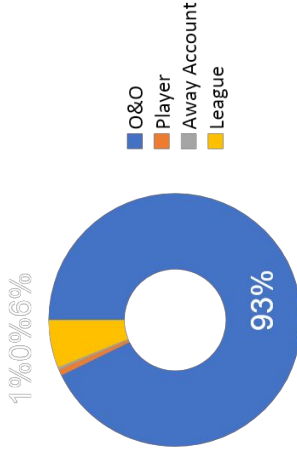
Broadcast Impressions: **21.2M**

MEDIA VALUE BREAKDOWN

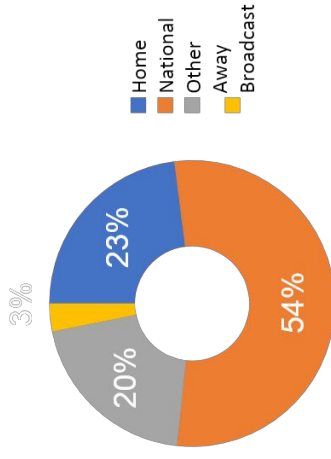
Top Platforms

Platform	SMV
Broadcast	\$62.8K
Instagram	\$500
Facebook	\$448
X	\$34
TikTok	\$5

Social Distribution



Broadcast Distribution



Placement Breakdown



Top Placements

Performance based on combined sponsor media value for broadcast, streaming, and social

	Placement	Exposures	Duration	Impressions	Video Views	Engagements	Social Post Count	Broadcast Count	Impressions	Avg MVP	Full Media Value	Sponsor Media Value
1	Kit Sponsor	1.5K	7.2K	20.9M	31.5K	2.8K	17	19	20.9M	24%	\$223.7K	\$51.5K
2	Press Backdrop	14	1K	0	0	0	0	5	0	51%	\$7.3K	\$3.9K
3	Broadcast Full Screen Billboard	20	159	372K	0	0	0	9	372K	77%	\$4.6K	\$2.8K
4	Clock Wrap Logo Center	15	957	0	0	0	0	3	0	40%	\$6.7K	\$2.8K
5	Starting XV Feature	5	204	4.4K	0	0	0	2	4.4K	47%	\$2.1K	\$983
6	L-Bar Broadcast Graphic	8	78	0	0	0	0	1	0	76%	\$1.1K	\$811
7	Keyword Text Exposure	63	0	712.7K	10.8K	8.3K	63	0	712.7K	14%	\$4K	\$578
8	Social Branded Content	11	0	139K	0	1.5K	11	0	139K	31%	\$753	\$285
9	Match Ident Feature	2	18	0	0	0	0	1	0	50%	\$258	\$129
10	Hashtag Text Exposure	6	0	31.7K	0	285	6	0	31.7K	21%	\$154	\$30

We have added impression data for some broadcasts. Currently, Broadcast impression data is available for most national and regional networks for seasons starting in 2023 and beyond

Account & Network Breakdown



Instagram Accounts by SMV

Account Handle	Post Count	Impressions	Video Views	Sponsor MV
@seawolvesrugby	42	132.5K	15.9K	\$441
@usmir	2	37.4K	12.2K	\$50
@dannykriel	1	2.9K	0	\$7
@houstonsebercats	1	1.5K	0	\$2

YouTube Accounts by SMV

Account Handle	Duration (sec)	Video Views	Sponsor MV
@Major League Rugby	3	955	\$2

Facebook Accounts by SMV

Account Handle	Post Count	Impressions	Video Views	Sponsor MV
@SeawolvesRugby	20	759.2K	6.2K	\$446
@usmir	1	6.8K	2.9K	\$1
@HoustonSaberCats	1	1.9K	820	\$1

TikTok Accounts by SMV

Account Handle	Post Count	Impressions	Video Views	Sponsor MV
@majorleagueugby	1	1.5K	1.5K	\$5
@seawolvesrugby	1	324	324	\$0

X Accounts by SMV

Account Handle	Post Count	Impressions	Video Views	Sponsor MV
@SeawolvesRugby	14	28K	381	\$31
@usmir	1	3K	1.1K	\$3

Top Broadcast Accounts by SMV

Network	Broadcasts	Exposures	Duration (sec)	Impressions	Sponsor MV
The Rugby Network	19	574	3.8K	0	\$15.6K
Fox Sports 2	5	147	759	0	\$13K
FOX	1	55	252	17.5M	\$12.1K
Fox Sports 1	2	65	348	3.1M	\$8.7K
Fox 13 Plus	9	288	2.3K	0	\$7.4K

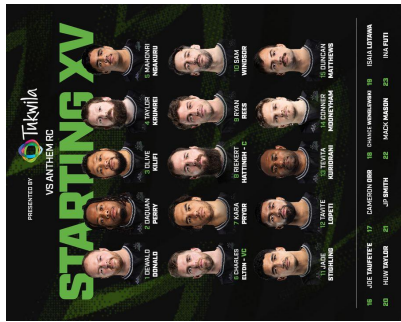
Top Social Images



f Facebook

Instagram

X



05/02/2024

Impressions	Engagements	Full Media Value
62,151	201	\$199
Sponsor	Placements	AVG MVP
Experience Tukwila	2 placements	33%
		Total SMV
		\$129



05/02/2024

Impressions	Engagements	Full Media Value
4,368	482	\$147
Sponsor	Placements	AVG MVP
Experience Tukwila	2 placements	33%
		Total SMV
		\$95



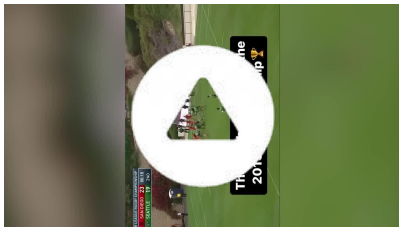
@SeawolvesRugby 05/02/2024

Impressions	Engagements	Full Media Value
3,404	56	\$22
Sponsor	Placements	AVG MVP
Experience Tukwila	Social Branded Content	50%
		Total SMV
		\$11

Top Social Videos



f Facebook

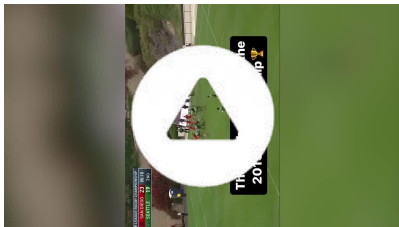


06/27/2024

Video Views	Engagements	Full Media Value
3,832	117	\$45

Sponsor	Placements	AVG MVP	Total SMV
Experience Tukwila	tukwila - Keyword	12%	\$5

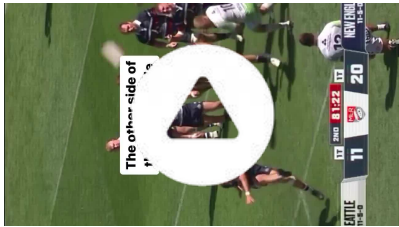
Instagram



06/27/2024

Video Views	Engagements	Full Media Value
6,939	592	\$287

Sponsor	Placements	AVG MVP	Total SMV
Experience Tukwila	tukwila - Keyword	14%	\$40



@usmir 08/22/2024

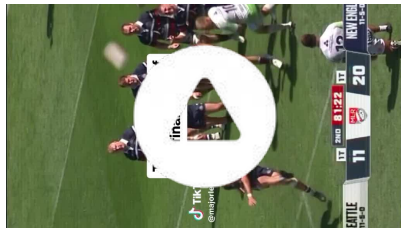
Video Views	Engagements	Full Media Value
1,126	285	\$87

Sponsor	Placements	AVG MVP	Total SMV
Experience Tukwila	Kit Sponsor	11%	\$3

Top Social Videos



TikTok



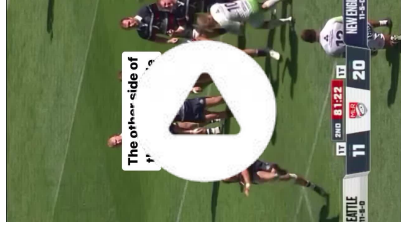
@majorleagueugby 08/23/2024

Video Views Engagements Full Media Value

1,485 252 \$74

Sponsor	Placements	AVG MVP	Total SMV
Experience Tukwila	Kit Sponsor	11%	\$5

YouTube



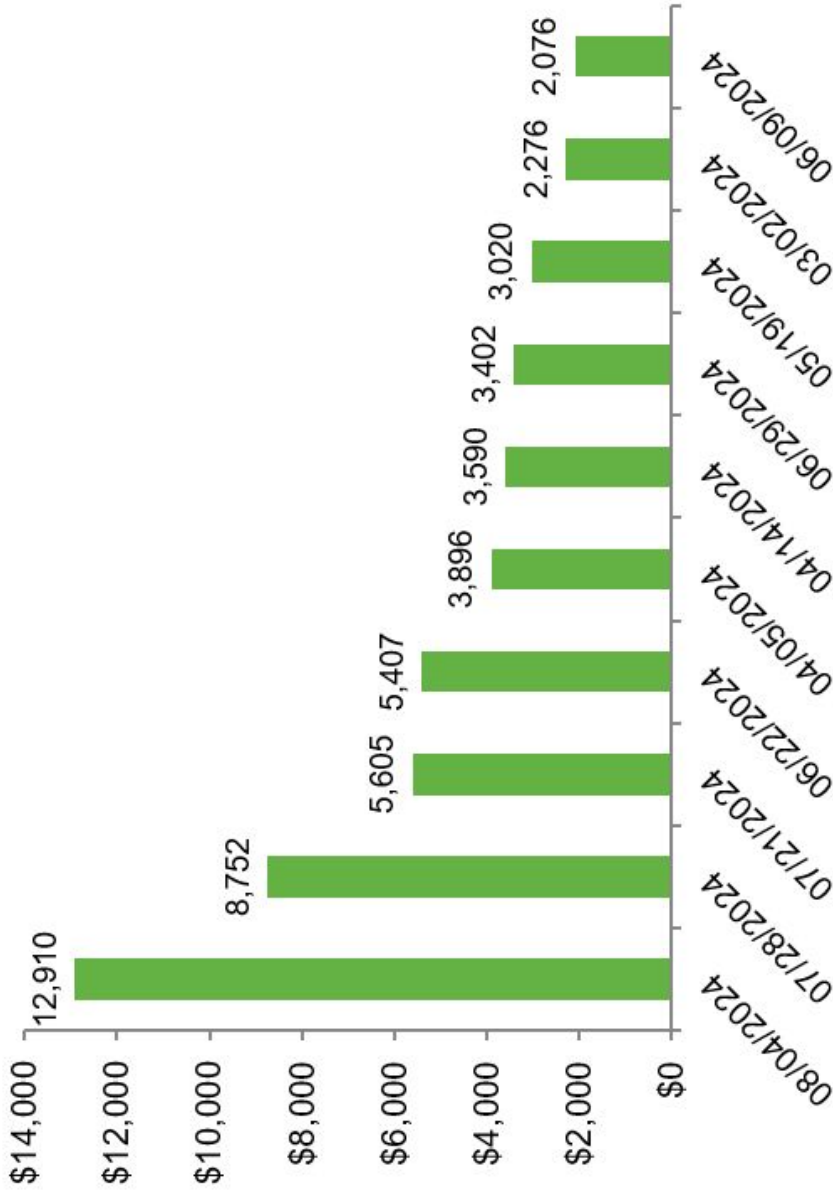
@Major League Rugby 08/22/2024

Video Views Engagements Full Media Value

955 26 \$30

Sponsor	Placements	AVG MVP	Total SMV
Experience Tukwila	Kit Sponsor	43%	\$2

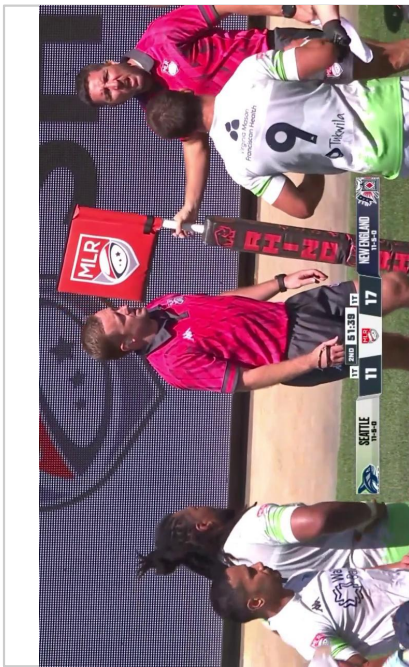
Top Performing Broadcasts by SMV



Top Broadcasts

1	Seattle Seahawks vs New England FreeJacks (08-04-2024) - FOX
2	Seattle Seahawks vs. Dallas Jackals (07-28-2024) - FS1 and FOX 13+
3	Seattle Seahawks vs. San Diego Legion (07-21-2024) - FS2
4	Rugby FC Los Angeles @ Seattle Seahawks (06-22-2024) - FOX 13+
5	Dallas Jackals @ Seattle Seahawks (04-05-2024) - FS2
6	Seattle Seahawks @ Rugby FC Los Angeles (04-14-2024) - FS2
7	Seattle Seahawks @ San Diego Legion (06-29-2024) - FS2
8	Seattle Seahawks @ Dallas Jackals (05-19-2024) - ROOT SPORTS
9	San Diego Legion @ Seattle Seahawks (03-02-2024) - FOX 13+
10	Utah Warriors @ Seattle Seahawks (06-09-2024) - FOX 13+

Broadcast Frame Samples



Seattle Seahawks vs New England FreeJacks (08-04-2024)

RIGHTSHOLDER Seattle Seahawks
SPONSOR Experience Tukwila
PLACEMENT Kit Sponsor

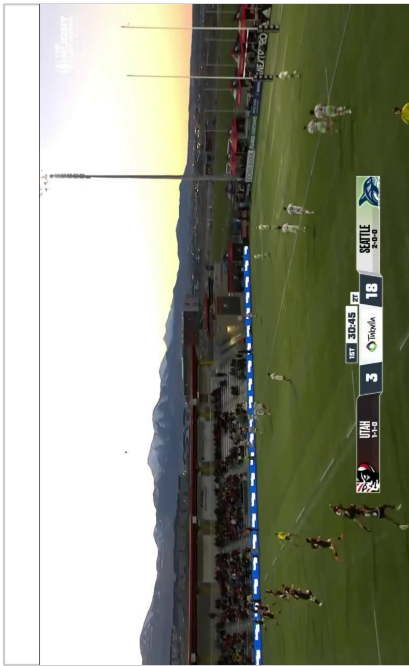
Network	Exposures	Duration	Impressions	SMV
2 Networks	108	492	17.2M	\$12.2K



Charlotte Anthem @ Seattle Seahawks (05-03-2024)

RIGHTSHOLDER Seattle Seahawks
SPONSOR Experience Tukwila
PLACEMENT Press Backdrop

Network	Exposures	Duration	Impressions	SMV
2 Networks	4	306	0	\$1.3K



Seattle Seahawks @ Utah Warriors (03-16-2024)

RIGHTSHOLDER Seattle Seahawks
SPONSOR City of Tukwila
PLACEMENT Clock Wrap Logo Center

Network	Exposures	Duration	Impressions	SMV
3 Networks	3	387	0	\$1.2K

YoY Seawolves Social Media, Email, and SMS Growth



In 2024 we have seen the following growth in social media metrics:

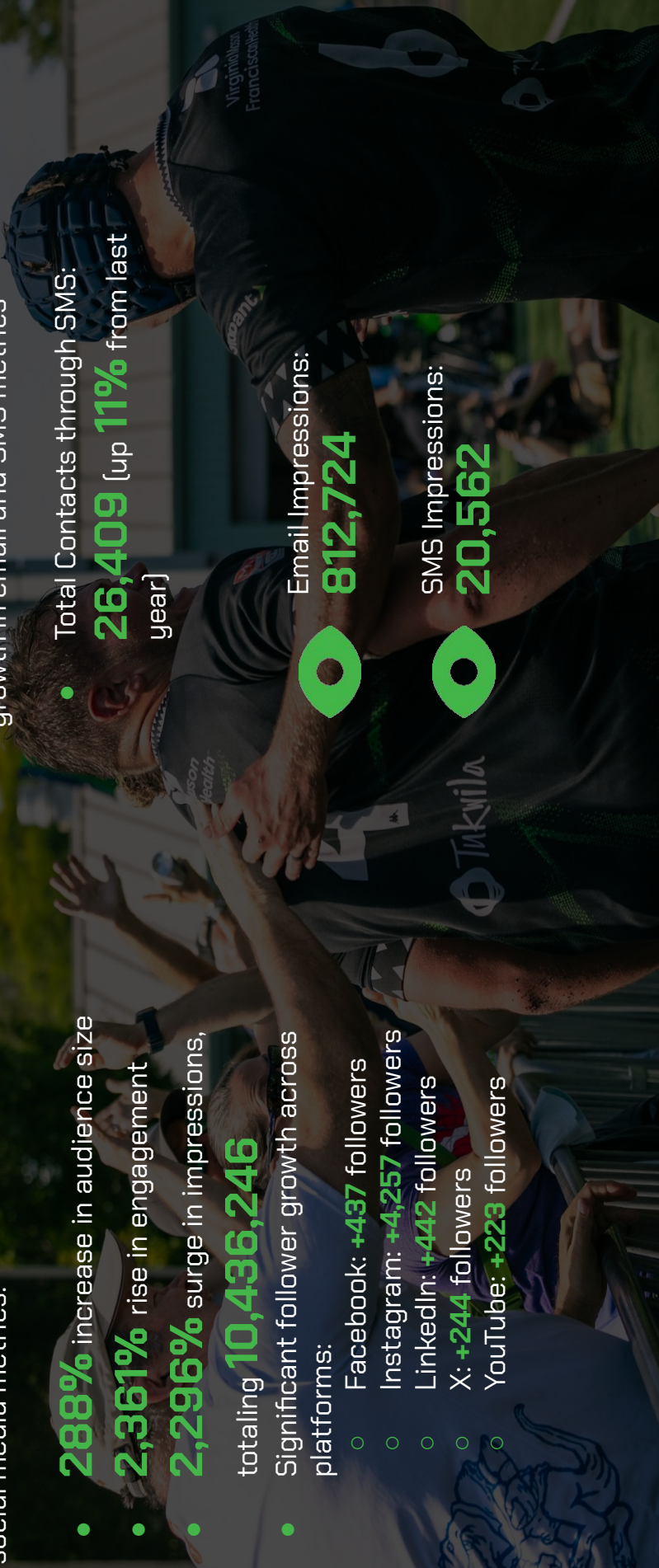
- **288%** increase in audience size
- **2,361%** rise in engagement
- **2,296%** surge in impressions, totaling **10,436,246**
- Significant follower growth across platforms:
 - Facebook: **+437** followers
 - Instagram: **+4,257** followers
 - LinkedIn: **+442** followers
 - X: **+244** followers
 - YouTube: **+223** followers

In 2024 we have seen the following growth in email and SMS metrics

- Total Contacts through SMS: **26,409** (up **11%** from last year)

Email Impressions: **812,724**

SMS Impressions: **20,562**



2025 Major League Rugby Plans

Projected 2025 season schedule:

Preseason – Mid January thru early February.

Regular season, playoffs and championship – Mid February thru late June.

Eight (8) home regular season matches per team (sixteen (16) total regular season matches per team).

All 2025 matches will be nationally or regionally televised, as well as streamed globally.



SEATTLE SEAWOLVES + EXPERIENCE TUKWILA

2024

THANK YOU
#TOGETHERWEHUNT



Tukwila Ban



SEAWOLVES.RUGBY

Tourism Funding, Six Year Financial Plan

DRAFT - Updated March 3, 2021

Working Draft Update		2023 Actuals	2024 Budget	2024 Projected (Unaudited)	% Difference	2025	2026	2027	2028	2029	2030	Totals, '24-'30
Tourism Revenue												
Lodging Tax	\$	971,162	\$ 750,000	\$ 785,000	4.67%	\$ 900,000	\$ 1,000,000	\$ 900,000	\$ 900,000	\$ 950,000	\$ 1,000,000	\$ 6,435,000
Federal Indirect Grants:	\$	-	\$	-								\$ -
Local Grants & Other Payments:	\$	44,000	\$ 20,000	\$ -								\$ -
Interest and Other Earnings:	\$	122,651	\$ 20,000	\$ 125,000	525.00%	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 245,000
Total Revenues:	\$	1,137,813	\$ 790,000	\$ 910,000	15.19%	\$ 920,000	\$ 1,020,000	\$ 920,000	\$ 920,000	\$ 970,000	\$ 1,020,000	\$ 6,680,000
Tourism Expenses												
Marketing, Sales, and Sponsorships												
Sponsorships	\$		\$ 130,000			\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 1,050,000
Small Events	\$		\$ 15,000			\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
erience Tukwila, Branding and Marketing, Visitors	\$		\$ 190,000			\$ 200,000	\$ 200,000	\$ 200,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 1,230,000
World Cup Planning and Activation	\$		\$ 50,000			\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
Business Attraction and Promotion	\$		\$ 30,000			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 180,000
Sub Total:	\$	280,180	\$ 415,000	\$ 412,000	-0.72%	\$ 670,000	\$ 920,000	\$ 420,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 3,712,000
Special Projects (Previously COVID Response)												
Showare Sponsorship	\$		\$ 15,000			\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Station Domination (SSRTA)	\$		\$ 15,000			\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Sub Total:	\$		\$ 15,000	\$ -	-100.00%	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Destination Development												
Wayfinding Plan Development and Installation	\$		\$ 100,000	\$ -		\$ 100,000	\$ 200,000	\$ 100,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000
Art Investments	\$		\$ 75,000	\$ -		\$ 75,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 275,000
Tukwila Pond	\$		\$ -	\$ -		\$ -	\$ -	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 2,400,000
Sub Total:	\$		\$ 175,000	\$ -	-100.00%	\$ 175,000	\$ 240,000	\$ 740,000	\$ 790,000	\$ 790,000	\$ 790,000	\$ 3,525,000
General Administration												
Salary and Benefits	\$	93,001	\$ 101,850	\$ 115,917	13.81%	\$ 71,954	\$ 78,490	\$ 80,845	\$ 83,270	\$ 85,768	\$ 88,341	\$ 604,585
City Overhead Charge	\$	26,493	\$ 27,818	\$ 27,818	0.00%	\$ 29,209	\$ 30,669	\$ 31,000	\$ 32,000	\$ 33,000	\$ 34,000	\$ 217,696
Administrative	\$	11,203	\$ 30,000	\$ 12,750	-57.50%	\$ 30,000	\$ 30,000	\$ 30,000	\$ 31,000	\$ 32,000	\$ 33,000	\$ 198,750
Sub Total:	\$	130,697	\$ 159,668	\$ 156,485	-1.99%	\$ 131,163	\$ 139,159	\$ 141,845	\$ 146,270	\$ 150,768	\$ 155,341	\$ 1,021,031
Total Expenditures:	\$	410,877	\$ 764,668	\$ 568,485	-25.66%	\$ 991,163	\$ 1,314,159	\$ 1,316,845	\$ 1,381,270	\$ 1,385,768	\$ 1,390,341	\$ 8,348,031
Beginning Fund Balance:	\$	2,342,419	N/A	\$ 3,069,355		\$ 3,410,870	\$ 3,339,707	\$ 3,045,548	\$ 2,648,703	\$ 2,187,433	\$ 1,771,665	
Ending Fund Balance:	\$	3,069,355	N/A	\$ 3,410,870		\$ 3,339,707	\$ 3,045,548	\$ 2,648,703	\$ 2,187,433	\$ 1,771,665	\$ 1,401,324	

Notes

This document does not bind the City to provide funds nor does it authorize any funding. All use of lodging tax funds must be approved by LTAC and the City Council through an application process.

The blue shaded cells indicate updates to what was initially approved.

Salary/Benefits for Business Relations Manager is split 75/25 between general fund and lodging tax and is estimated to increase 3% annually after 2026.

The City overhead charge is charged to all special funds. It recoups the cost to the general fund to support the lodging tax fund. It includes facilities, technology, legal, accounting, and record keeping services and is estimated to increase 3% annually after 2024.

The totals include the budgeted 2025-2030 and the projected actuals for 2024.

Updated: 10/7/2024

BIM

Revenue Tracking

2022

Lodging Tax

Jan.	\$	40,491	
Feb.	\$	49,604	
Mar.	\$	54,086	
Apr	\$	61,742	
May	\$	77,836	
Jun	\$	94,654	
Jul	\$	100,000	Forecasted
Aug	\$	100,000	Forecasted
Sep	\$	75,000	Forecasted
Oct	\$	35,000	Forecasted
Nov	\$	35,000	Forecasted
Dec	\$	35,000	Forecasted
Total:	\$	758,414	



INFORMATIONAL MEMORANDUM

TO: Finance and Governance Committee

FROM: Brandon Miles, Director, Government Affairs and Strategic Initiatives

CC: Thomas McLeod

DATE: October 21, 2024

SUBJECT: Vietnamese Martyr's Church Development Agreement

ISSUE

Review of a development agreement for the Vietnamese Martyr's Church, located at 6841 South 180th Street to install a sculpture that exceeds the height standard in the underlying zoning.

BACKGROUND

Revised Code of Washington 367.70B.170 (RCW) and Tukwila Municipal Code (TMC) 18.86 allows the City to enter into development agreements with property owners for real property under their control. With a development agreement, the City can provide flexibility to zoning standards, such as height, bulk, setbacks, parking, etc. A development agreement is often used as complex or unique projects that do not fit easily within the adopted zoning and development standards of a jurisdiction.

The Vietnamese Martyr's Church, located in the Southcenter District of the City, has been working to complete a significant construction project that includes the construction of new cathedral structure on the property. As part of the project the Church received permission and was issued a permit to install a sculpture on the property. The sculpture is a replica of a holy shrine in the La Vang region of Vietnam. The permit application that was initially submitted to the City was for a 45 foot tall shrine, the allowed maximum height in the Tukwila Urban Center-Workplace zoning designation. Yet, during construction the sculpture was built and installed at just over 55 feet tall, taller than what is permitted in the zone.

To remedy the height issue, the City suggested and the applicant applies for a development agreement. The proposed development agreement will allow just the sculpture to extend to a maximum height of 56 feet, 11 feet taller than what is permitted in the underlying zoning. Note, the development agreement does not apply nor modify the development standards for the main church building or other buildings on the site.

DISCUSSION

The development agreement addresses the height exception needed to address the height deviation for the sculpture. Without the development agreement, the sculpture would have to be removed or lowered to meet the City's height standard.

Since a development agreement is a contract, the City is required to receive a public benefit in exchange for the benefit granted to the property owner. The public benefit is proportional to the development and what is being requested. The property owner and staff have agreed on the following public benefit for the project:

1. When identifying the Sculpture's location, it shall be referred to as being in "Tukwila," the "City of Tukwila," or "Southcenter District." No reference to another city shall be made in referencing the Sculpture's location.

2. Owner shall grant the City a non-revocable license to use the sculpture's image and likeness in any digital, printing, video, or other medium to highlight or promote the City for tourism, economic development, and other marketing purposes.

RECOMMENDATION

Staff recommends that the City Council approve the development agreement and authorize the Mayor to execute. A public hearing is required and has been scheduled for the Regular Meeting on November 4, 2024. The City Council could take action on the development agreement following the public hearing.

ATTACHMENTS

1. Draft Ordinance, with development agreement.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS AUTHORIZED PURSUANT TO CHAPTER 18.86 OF THE TUKWILA MUNICIPAL CODE; APPROVING AND AUTHORIZING THE PROPOSED VIETNAMESE MARTYRS PARISH SCULPTURE DEVELOPMENT AGREEMENT FOR KING COUNTY TAX PARCEL NUMBER 3623049087 WITH THE ARCHDIOCESE OF SEATTLE, A NONPROFIT CORPORATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Revised Code of Washington (RCW) 36.70B.170, et seq. and Tukwila Municipal Code (TMC) Chapter 18.86 authorize development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties; and

WHEREAS, the City of Tukwila and the Archdiocese of Seattle wish to enter into a Development Agreement for King County tax parcel number 3623049087, a map and description of which are attached hereto as included in Exhibit A; and

WHEREAS, pursuant to Tukwila Municipal Code Section 18.86.050, a public hearing was conducted on the 4th day of November 2024 to take public testimony regarding this Development Agreement, as proposed; and

WHEREAS, the City Council, pursuant to this ordinance, approves this Development Agreement as proposed and authorizes execution of this Development Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Vietnamese Martyrs Parish Development Agreement by and between the City of Tukwila and the Archdiocese of Seattle, a copy of which is attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Tukwila.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2024.

ATTEST/AUTHENTICATED:

Andy Youn, CMC, City Clerk

Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney

Exhibit A: Development Agreement

**VIETNAMESE MARTYRS PARISH SCULPTURE
DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024 (“Effective Date”), by and between the City of Tukwila (“City”), a Washington municipal corporation, and the Archdiocese of Seattle (“Owner”), a 501(c)(3) non-profit organization, pursuant to the authority of RCW 36.70B.170, et seq. and Chapter 18.86 of the Tukwila Municipal Code, and in consideration of the mutual benefits to be derived. The City and Owner are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, RCW 36.70B.170, et seq. and TMC Ch. 18.86 authorize development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties; and

WHEREAS, the site of this development is on the property of the Vietnamese Martyrs Parish, located in the southern portion the Tukwila Urban Center (TUC), between South 180th Street and the Green River; and

WHEREAS, the proposed development is for the construction of a decorative sculpture up to 56 feet in height (the “Sculpture”); and

WHEREAS, this site lies within the TUC Workplace District, which is comprised of “a wide range of distribution, warehousing, light industrial, ‘big box’ retail, and furniture outlets, with incremental infill by office and other complementary commercial uses.”

WHEREAS, under the Tukwila Zoning Code, the maximum structure height within the TUC Workplace District is forty-five (45) feet; and

WHEREAS, the Sculpture is a replica of a banyan tree that is a holy shrine for the Catholic Church in the La Vang region of Vietnam; and

WHEREAS, this Sculpture will enhance the aesthetic appeal of the Vietnamese Martyrs Parish, as well as the surrounding neighborhood, and serve as a valuable landmark for visitors to the area.

AGREEMENT

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Development Agreement and agree to be bound by its terms.

Section 1. Incorporation of Recitals. The Parties agree that the foregoing recitals are true and correct to the best of their knowledge and are incorporated by this reference as though fully set forth herein.

Section 2. Project Description. This development involves the construction of a Sculpture up to 56 feet in height on the property of the Vietnamese Martyrs Parish, located at 6841 South 180th Street, Tukwila, Washington (“Property”). The Property is located within the TUC and is described in Exhibit A (legal description) and depicted in Exhibit B (site map).

Section 3. Statement of Authority and Intent. This Development Agreement is entered into pursuant to the authorization of RCW 36.70B.170 and TMC 18.86 and is intended and designed to vest this development to certain terms and conditions. Other than those terms and conditions specifically identified in this Agreement, the City's regulatory codes in effect at the time of a complete building permit application are accepted by the City and shall apply.

Section 4. Development Standards; Conditions.

4.1 Effective Period of this Agreement. This Development Agreement shall be valid until July 1, 2025. If Owner has not submitted, and the City has not accepted, a complete building permit application and building permits have not been completed for the development by that date, this Development Agreement shall be void and development may occur on the subject site pursuant to the then-adopted development regulations. Owner shall complete all required inspections for the building permit as required by the City.

4.2 Application of Development Standards. RCW 36.70B.180(3)(d) and TMC 18.86.030 authorize the establishment of design standards by a development agreement. More specifically, TMC 18.86.030 provides that, a development agreement may allow development standards different from those otherwise imposed under the Tukwila Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications that provide the functional equivalent or adequately achieve the purposes of otherwise applicable City standards. Pursuant thereto and during the Effective Period, the provisions of this Section 4 set forth the development standards that differ from or supplement those standards set forth in the City's development regulations. Accordingly, the following development standards shall apply to and govern and vest the development and use of the Project in lieu of any conflicting or different standards or requirements elsewhere in the Governing Regulations.

4.3 Additional Building Height. The maximum building height for the Sculpture shall be 56 feet. The remainder of the Property is limited in height by the zoning code in effect at the time of a complete building permit application. This increase in building height is consistent with the goals of the Comprehensive Plan and the City’s vision of the TUC.

4.4 Public Benefit. In exchange for the increase in height as outlined in Section 4.3, Owner shall provide the following benefits to the City:

1. When identifying the Sculpture’s location, it shall be referred to as being in “Tukwila,” the “City of Tukwila,” or “Southcenter District.” No reference to another city shall be made in referencing the Sculpture’s location.

2. Owner shall grant the City a non-revocable license to use the sculpture’s image and likeness in any digital, printing, video, or other medium to highlight or promote the City for tourism, economic development, and other marketing purposes.

Section 5. Major and Minor Amendment – Development Agreement. All proposed amendments to the Development Agreement shall be considered in accordance with this Section 5.

5.1 Process. The Mayor may approve Minor Amendments to the Development Agreement proposed by the City or Owner and mutually agreed to by the Parties. Such approval shall be in writing and the resulting amendment shall be incorporated into this Development Agreement as an amendment. The City Council may approve Major Amendments to the Development Agreement in accordance with the same process for approval of the Development Agreement. A Major Amendment to the Development Agreement approved by the City Council, and mutually agreed to by the Parties, shall be incorporated into this Development Agreement as an amendment pursuant to Section 21 hereof.

5.2 Minor Amendment Defined. A proposed amendment to the Development Agreement shall be considered a minor amendment if the proposed amendment does not modify the Governing Regulations or Section 4 (Development Standards; Conditions) hereof, does not materially modify the size or scope of the development, and does not modify the Vesting Period or term of this Development Agreement.

5.3 Major Amendment Defined. A proposed amendment to the Development Agreement shall be considered a Major Amendment if the proposed amendment does not constitute a Minor Amendment.

5.4 Determination. An application for a Minor Amendment shall be made to the Mayor. The application shall describe the proposed Minor Amendment in sufficient detail such that the Mayor can determine whether or not the proposal qualifies as a Minor Amendment. If the application does not provide sufficient information, the Mayor may request additional information from the Owner or reject the application. Upon receipt of sufficient information to determine if the proposal set forth in the application constitutes a Minor Amendment, the Mayor shall determine if the proposal constitutes a Minor Amendment. In the event that the Mayor determines that the proposed amendment is a Minor Amendment, the Minor Amendment may be administratively approved by the Mayor. In the event that the Mayor determines that the proposal constitutes a Major Amendment, the Owner shall submit the proposal in accordance with the same process for approval of a Development Agreement, withdraw its proposed amendment, or modify and re-submit its proposed amendment. The determination of the Mayor shall be a final decision.

Section 6. Further Discretionary Actions. Owner acknowledges that the Development Agreement contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEP A. Nothing in this Development Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Governing Regulations and the development standards and conditions set forth in Section 4 hereof.

Section 7. Existing Land Use Fees and Impact Fees. Generally applicable land use fees and impact fees adopted by the City by resolution or ordinance as of the effective date of this

Development Agreement may be increased by the City from time to time, and the new fees applied to subsequent permits and approvals for the Property.

Section 8. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Development Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof.

Section 9. Termination. This Development Agreement shall expire and/or terminate on the earlier of the termination/expiration provisions set forth as follows:

9.1 This Development Agreement shall terminate upon the expiration of the Effective Period identified in Section 4 hereof.

9.2 Upon termination of this Development Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Development Agreement has been terminated.

Section 10. Assignment and Assumption. Owner shall not have the right to sell, assign or transfer this Development Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Development Agreement provided that the Owner may sell, assign, or transfer this Development Agreement with all its rights, title, and interests therein to any firm or corporation in which Owner has a majority interest. Owner shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 11. Covenants Running With the Land; Recording. The conditions and covenants set forth in this Development Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Owner contained in this Development Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

Section 12. Amendment to Agreement; Effect of Agreement on Future Actions. This Development Agreement may be amended by mutual consent of all of the Parties, provided that any such amendment shall follow the process established for Major and Minor Amendments as set forth in this Development Agreement.

Section 13. Releases. Owner, and any subsequent owner, may be released from further obligations relating to the sold, assigned, or transferred portion of the Property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Development Agreement as provided herein.

Section 14. No Third-Party Beneficiary. This Development Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Development Agreement.

Section 15. Interpretation. The Parties intend this Development Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170, et seq., and this Development Agreement shall be construed to exclude from its scope and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. This Development Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Development Agreement.

Section 16. Notices. All communications, notices, and demands of any kind that a Party under this Development Agreement requires or desires to give to any other Party shall be in writing and either (i) emailed, (ii) delivered personally, (iii) sent by facsimile transmission with an additional copy mailed first class, or (iv) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

City of Tukwila:

Attention: Mayor's Office
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188
[INSERT email address]

And to its Attorney:
Attention: Kari Sand
Ogden Murphy Wallace, P.L.L.C.
701 Fifth Avenue, Suite 5600
Seattle, WA 98104-7045
ksand@omwlaw.com

Archdiocese of Seattle

Attention: [INSERT]

And to its Attorney:
[INSERT – if applicable]

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

Section 17. Excusable Delay (Force Majeure). In addition to specific provisions of this Development Agreement, and notwithstanding anything to the contrary in this Development Agreement, neither Party shall be in default in the performance or the failure of performance of its obligations under this Development Agreement, or in the delay of its performance, where such failure or delay is due to war, insurrection, strikes, lock-outs or other labor disturbances, one or more acts of a public enemy, war, riot, sabotage, blockade, embargo, floods, earthquakes, fires,

quarantine restrictions, freight embargoes, lack of transportation, court order, delays or failures of performance by any governmental authority or utility company (so long as the Party seeking the extension has adequately complied with the applicable processing requirements of such governmental authority or utility company), delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes, or a change in the interpretation thereof by any governing body with jurisdiction, delays resulting from the weather or soils conditions which necessitate delay, delays resulting from litigation (including suits filed by third parties concerning or arising out of this Development Agreement) or any other cause (lack of funds of Owner, Owner's inability to finance the construction of the development, and Owner's inability to lease the Improvements, are not causes beyond the reasonable control or without the fault of Owner) beyond the reasonable control or without the fault of the Party claiming an extension of time to perform or an inability of performance. The extension of time for any cause shall be from the time of the event that gave rise to such period of delay until the date that the cause for the extension no longer exists or is no longer applicable, in each case as evidenced by a notice from the Party claiming the extension. An extension of time for the duration of such event will be deemed granted if notice by the Party claiming such extension is sent to the other as to any of the above causes other than Permit Delays, within 10 days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within 10 days of receipt of the notice (such extension of time is referred to herein as "Force Majeure"). Times for performance under this Development Agreement may also be extended in writing by the City and Owner in accordance with Section 11 herein.

Section 18. Indemnification. Except as otherwise specifically provided elsewhere in this Development Agreement and any Exhibits hereto, each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this Development Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a Party, the Party whose negligent action or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or jointly the Parties and their respective officers, agents, and employees, the Parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Parties harmless only to the extent of that Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

Section 19. Applicable Law and Attorneys' Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in King County Superior Court or the U.S. District Court for Western Washington.

Section 20. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party, or successor or assign of Owner, to challenge this Development Agreement or any provision herein, the City may elect to

tender the defense of such lawsuit or individual claims in the lawsuit to Owner and/or successor(s) or assign(s). In such event, Owner and/or such successor(s) or assign(s) shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including, but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owner and/or such successor(s) or assign(s) shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 21. Severability. If any phrase, provision or section of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either Party in good faith determines that such provision or provisions are material to its entering into this Development Agreement, that Party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.

Section 22. Authority. Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Development Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Development Agreement.

Section 23. Exhibits and Appendices Incorporated. Each Exhibit attached hereto or referenced is incorporated herein by such reference as if fully set forth herein.

Section 24. Headings. The headings in this Development Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Development Agreement.

Section 25. Time of the Essence. Time is of the essence of this Development Agreement and of every provision hereof. Unless otherwise set forth in this Development Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday in the State of Washington, then the time period shall be extended automatically to the next business day.

Section 26. Entire Agreement. This Development Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Development Agreement supersedes all previous agreements, oral or written.

[SIGNATURE BLOCKS FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ARCHDIOCESE OF SEATTLE

CITY OF TUKWILA

By: _____
Its: _____
Date: _____

By: _____
Thomas McLeod
Mayor

Date: _____

Attest:

Andy Youn, City Clerk

APPROVED AS TO FORM:

Kari Sand, City Attorney

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

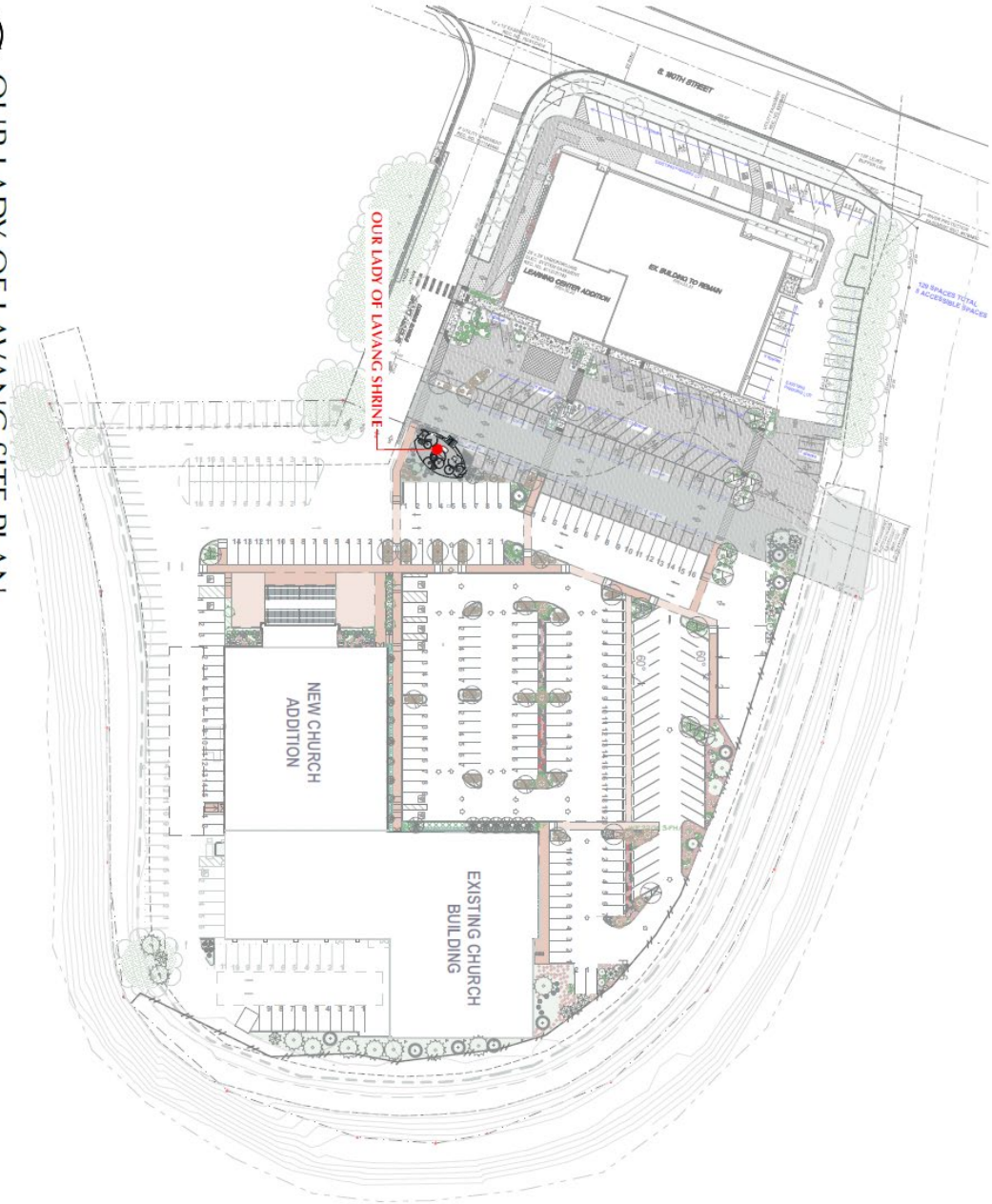
PORTION OF SW QTR NW QTR STR 36-23-04 DAF: BEGINNING AT NW CORNER OF SEC 36 TH S01-19-01W ALONG W LINE THEREOF 1355.89 FT TH ELY ALONG CURVE TO LEFT CENTER OF WHICH BEARS N02-45-45E HAVING RADIUS OF 336.00 FT ARC DISTANCE OF 9.00 FT TO S LINE OF N 36 FT OF GOVT LOT 4 IN SAID SEC 36 TH S88-46-19E ALONG SAID S LINE 372.61 FT TH S01-13-41W 305.00 FT TH N88-46-19W 50.00 FT TO TPOB TH S88-46-41E ALONG LINE 100 FT SOUTH OF & PARALLEL TO S LINE OF PARCEL LEASED TO SPERRY LAND CORP AS SURVEYED & MONUMENTED ON THE GROUND IN 1968 DISTANCE OF 420.58 FT MORE OR LESS TO TOP OF LEFT BANK OF GREEN RIVER TH ALONG SAID TOP OF LEFT BANK THE FOLLOWING COURSES & DISTANCES: S07-00E 115 FT S01-06W 104 FT S09-12W 106 FT S26-49W 102 FT S47-21W 103 FT S60-15W 40 FT S74-35W 60 FT WEST 106 FT N67-30W 107 FT N26-19W 104 FT N20-22W 103 FT N21-54W 105 FT N32-38W 116 FT N44-04W 34 FT MORE OR LESS TO POINT FROM WHICH TPOB BEARS N69-38-41E TH LEAVING SAID TOP OF LEFT BANK N69-38-41E 225 FT MORE OR LESS TO TPOB POR TAXABLE

DRAFT

EXHIBIT B
DEPICTION OF THE PROPERTY

NOT TO SCALE

OUR LADY OF LAVANG SITE PLAN



OUR LADY OF
 LAVANG SHRINE
 SITE PLAN
 A0
 MDC

BRODERICK ARCHITECTS
 55 S. ATLANTIC STREET, SUITE #301
 SEATTLE, WASHINGTON 98134 206.682.7525

CHURCH OF THE VIETNAMESE MARTYRS
 OUR LADY OF LAVANG SHRINE
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