



# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Agenda Budget and Fiscal Management Committee

*Councilmembers:*  
*Rod Dembowski, Chair;*  
*Jorge L. Barón, Vice Chair;*  
*Steffanie Fain, Rhonda Lewis, Teresa Mosqueda, Sarah Perry*

*Lead Staff: April Sanders (206-263-3412)*  
*Committee Clerk: Gabbi Williams (206-477-7470)*

9:30 AM

Wednesday, March 25, 2026

Hybrid Meeting

Hybrid Meetings: Attend King County Council committee meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend and/or provide comment remotely are listed below.

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

**HOW TO PROVIDE PUBLIC COMMENT:** The Budget and Fiscal Management Committee values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:

1. In person: You may attend the meeting and provide comment in the Council Chambers.
2. By email: You may comment in writing on current agenda items by submitting your email comments to [kcccomitt@kingcounty.gov](mailto:kcccomitt@kingcounty.gov). If your email is received before 8:00 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. Remote attendance at the meeting by phone or computer (see "Connecting to the Webinar" below).

	<p>Sign language and interpreter services can be arranged given sufficient notice (206-848-0355). TTY Number - TTY 711.</p> <p>Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.</p>	
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You are not required to sign up in advance. Comments are limited to current agenda items.

You have the right to language access services at no cost to you. To request these services, please contact Language Access Coordinator, Tera Chea at 206-477-9259 or email [tera.chea2@kingcounty.gov](mailto:tera.chea2@kingcounty.gov) by 8:00 a.m. three business days prior to the meeting.

**CONNECTING TO THE WEBINAR:**

Webinar ID: 867 1228 9077

By computer using the Zoom application at <https://zoom.us/join> and the Webinar ID above.

Via phone by calling 1-253-215-8782 and using the Webinar ID above.

**HOW TO WATCH/LISTEN TO THE MEETING REMOTELY:** There are several ways to watch or listen in to the meeting:

- 1) Stream online via this link: <http://www.kingcounty.gov/kctv>, or input the link web address into your web browser.
- 2) Watch King County TV on Comcast Channel 22 and 322(HD) and Astound Broadband Channels 22 and 711(HD)
- 3) Listen to the meeting by telephone – See “Connecting to the Webinar” above.

To help us manage the meeting, if you do not wish to be called upon for public comment please use the Livestream or King County TV options listed above, if possible, to watch or listen to the meeting.

1. **Call to Order**

2. **Roll Call**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

3. **Approval of Minutes p. 5**

*February 25, 2026 meeting minutes*

4. **Public Comment**

	<p>Sign language and interpreter services can be arranged given sufficient notice (206-848-0355). TTY Number - TTY 711. Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.</p>	
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## Consent

5. [Proposed Ordinance No. 2026-0036](#) p. 8

AN ORDINANCE authorizing the King County executive to enter into an agreement with the Washington state Department of Commerce Public Works Board for loan financing for a wastewater capital project.

**Sponsors:** Dembowski

*Jenny Giambattista, Council staff*

6. [Proposed Ordinance No. 2026-0061](#) p. 40

AN ORDINANCE relating to the 2025 levy of property taxes in King County for collection in the year 2026; and amending Ordinance 20030, Section 4.

**Sponsors:** Dembowski

**Contingent Upon Referral to the Budget and Fiscal Management Committee**

*April Sanders, Council Staff*

## Briefing

7. [Briefing No. 2026-B0043](#) p. 48

2026 State Legislative Session -- Impacts to the County Budget

*Mac Nicholson, Director, Government Relations, King County Council*

## Discussion and Possible Action

8. [Proposed Ordinance No. 2026-0026](#) p. 59

AN ORDINANCE relating to the sale of the surplus property located at XXX NE 140th Avenue, Woodinville, Washington, in council district three.

**Sponsors:** Perry

*Nick Bowman, Council staff*

	<p>Sign language and interpreter services can be arranged given sufficient notice (206-848-0355). TTY Number - TTY 711. Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.</p>	
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9. [Proposed Ordinance No. 2026-0039](#) p. 119

AN ORDINANCE relating to the real estate excise tax, number 2 fund; and amending Ordinance 12076, Section 27, as amended, and K.C.C. 4A.200.590 and Ordinance 10455, Sections 1, 3, 4, as amended, and K.C.C. 4A.510.120.

**Sponsors:** Dembowski

*Nick Bowman, Council staff*

## Other Business

## Adjournment



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).  
TTY Number - TTY 711.  
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.





# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Minutes Budget and Fiscal Management Committee

*Councilmembers:*  
*Rod Dembowski, Chair;*  
*Jorge L. Barón, Vice Chair;*  
*Steffanie Fain, Rhonda Lewis, Teresa Mosqueda, Sarah Perry*

*Lead Staff: April Sanders (206-263-3412)*  
*Committee Clerk: Gabbi Williams (206-477-7470)*

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9:30 AM

Wednesday, February 25, 2026

Hybrid Meeting

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### DRAFT MINUTES

1. **Call to Order**

*Chair Dembowski called the meeting to order at 9:30 a.m.*

2. **Roll Call**

**Present:** 6 - Barón, Dembowski, Fain, Lewis, Mosqueda and Perry

3. **Approval of Minutes**

*Councilmember Barón moved approval of the minutes from the January 14, 2026 meeting minutes. There being no objections, the minutes were approved.*

4. **Public Comment**

*There were no individuals present to provide public comment.*

## Consent

5. [Proposed Ordinance No. 2026-0024](#)

AN ORDINANCE authorizing the manager of treasury operations of King County to cancel the attached list of uncollectible personal property taxes in the amount of \$1,218,769 for the years 2018 through 2025.

**A motion was made by Councilmember Barón that this Ordinance be Recommended Do Pass Consent. The motion carried by the following vote:**

**Yes:** 6 - Barón, Dembowski, Fain, Lewis, Mosqueda and Perry

6. [Proposed Ordinance No. 2025-0361](#)

AN ORDINANCE authorizing the execution of an amended and restated lease to support the operation of public health - Seattle & King County.

*The Chair removed item 6 from the consent agenda.*

*Olivia Brey, Council staff, briefed the committee.*

*Councilmember Barón moved Amendment 1. The Amendment was adopted.*

**A motion was made by Councilmember Barón that this Ordinance be Recommended Do Pass Substitute Consent. The motion carried by the following vote:**

**Yes:** 6 - Barón, Dembowski, Fain, Lewis, Mosqueda and Perry

7. [Proposed Ordinance No. 2025-0359](#)

AN ORDINANCE authorizing the execution of a new lease at an existing location to support the operation of public health - Seattle & King County.

**A motion was made by Councilmember Barón that this Ordinance be Recommended Do Pass Consent. The motion carried by the following vote:**

**Yes:** 6 - Barón, Dembowski, Fain, Lewis, Mosqueda and Perry

## Discussion and Possible Action

8. [Proposed Ordinance No. 2025-0270](#)

AN ORDINANCE adopting the 2025 King County real property asset management plan in response to K.C.C. 4.56.350; and amending Ordinance 10810, Section 1, as amended, and K.C.C. 4.56.350.

**This matter was Deferred**

## Other Business

*There was no other business to come before the committee.*

## Adjournment

*The meeting was adjourned at 9:34 a.m.*

Approved this \_\_\_\_\_ day of \_\_\_\_\_

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Clerk's Signature



**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	5	<b>Name:</b>	Jenny Giambattista
<b>Proposed No.:</b>	2026-0036	<b>Date:</b>	March 25, 2026

**SUBJECT**

An ordinance authorizing the executive to enter into a loan agreement with the Washington State Department of Commerce Public Works Board for loan financing for a Wastewater Treatment Division (WTD) capital project.

**SUMMARY**

Proposed Ordinance 2023-0036 would authorize the executive to enter a 20-year agreement with the Public Works Board (PWB) of the Washington State Department of Commerce for loan financing of capital costs associated with the West Point Treatment Raw Sewage Pump Replacement project. The loan agreement is in the amount of \$10,000,000 with an interest rate of 2.12 percent.

**BACKGROUND**

**Project Description.** The PWB loan would provide funding to replace the four West Point Treatment Plant Raw Sewage Pumps. This project will increase the firm<sup>1</sup> capacity of the plant by replacing the existing biogas driven engine pumps with higher capacity electric motor driven pumps. “Firm capacity” is a technical term. In this context it means the capacity of the pump station to meet rated maximum capacity with one of the pumps offline. It would also make seismic upgrades, complete other improvements to meet the National Fire Protection Association standards and replace the existing boiler system to maintain a stable wastewater treatment process.

The current forecasted budget for the West Point Raw Sewage Pump project is \$225.4 million for the project. The project also has the following loans: an EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan \$110.3 million; Ecology State Revolving Loan for Design \$14.9 million and an anticipated Ecology State Revolving Fund Loan for Construction for \$28.6 million.

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**Public Works Trust Fund Loan Programs.** The purpose of the Public Works Trust Fund Construction Loan Program is to help local governments address critical infrastructure needs for water, sewer, storm water, roads, bridges, and solid waste/recycling systems. The Washington State Public Works Board has administered this and other infrastructure loan programs since 1986. The Public Works Board reports executing several thousand agreements for infrastructure projects with cities, counties, special purpose districts and others.

## **ANALYSIS**

**Savings.** This low interest loan agreement is estimated to save ratepayers \$15,282,231 in interest expense (\$4,635,351 net present value) as compared to 30-year conventional bond financing. The savings calculations are presented in the fiscal note that was transmitted with the legislation. The award of this loan would assist the county in its effort to control costs associated with this project.

## **ATTACHMENTS**

1. Proposed Ordinance 2026-0036 (and its attachments)
2. Transmittal Letter
3. Fiscal Note



**KING COUNTY**  
**Signature Report**

ATTACHMENT 1  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Ordinance**

**Proposed No.** 2026-0036.1

**Sponsors** Dembowski

1 AN ORDINANCE authorizing the King County executive  
2 to enter into an agreement with the Washington state  
3 Department of Commerce Public Works Board for loan  
4 financing for a wastewater capital project.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. The Washington state Department of Commerce Public Works Board has  
8 awarded the department of natural resources and parks \$10,000,000 in a Public Works  
9 Board loan for the construction phase of a project for the Public Works Board fiscal year  
10 2026 cycle.

11 B. The low-interest loan will save King County ratepayers \$15,282,231 in  
12 interest payments over twenty years, which is \$4,635,351 net present value as compared  
13 to conventional bond financing.

14 C. The loan will assist in financing the construction phase of the West Point  
15 Treatment Plant Raw Sewage Pump Replacement project that is part of King County's  
16 wastewater capital improvement program.

17 **SECTION 2.** A. The King County executive or the executive's designee is  
18 hereby authorized to enter into an agreement with the Washington state Department of  
19 Commerce's Public Works Board for loan financing of capital costs associated with the

20 construction activities of the West Point Treatment Plant Raw Sewage Pump

21 Replacement project.

22 B. The maximum principal loan amount shall be \$10,000,000.

23 C. The twenty-year loan agreement shall have an annual interest rate of 2.12

24 percent.

25           D. The loan agreement shall be substantially in the form of Attachment A to this  
26 ordinance.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Girmay Zahilay, County Executive

**Attachments:** A. Contract Face Sheet Contract Number PC26-96410-010, Public Works Board  
Construction Loan Contract

AGREEMENT FACE SHEET

Agreement Number: PC26-96410-010

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT

1. Contractor: King County, 201 S Jackson St # NR-6200, Seattle, WA 98104. 2. Contractor Doing Business As (optional): N/A. 3. Contractor Representative: Steve Baruso, steve.baruso@kingcounty.gov. 4. Public Works Board Representative: Tammy Mastro, tammy.mastro@commerce.wa.gov. 5. Agreement Amount: \$10,000,000. 6. Funding Source: Federal: [ ] State: [x] Other: [ ] N/A: [ ]. 7. Agreement Start Date: Agreement Execution Date. 8. Agreement End Date: June 1, 2046. 9. Federal Funds (as applicable): N/A. Federal Agency: N/A. CFDA Number: N/A. 10. Tax ID #: N/A. 11. SWV #: 0000320-03. 12. UBI #: 578-055-920. 13. UEI #: N/A. 14. Agreement Purpose: Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities. 15. Acceptance of Agreement Terms and Conditions: The BOARD, defined as the Washington State Public Works Board, and the Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website. FOR THE CONTRACTOR: Signature: Kamuron Gurol, Print Name: Wastewater Treatment Division Director, Title, Date. FOR PUBLIC WORKS BOARD: Vincent McGown, PE, Chair, Date. APPROVED AS TO FORM ONLY: Signature on File: Dawn C. Cortez, Assistant Attorney General.

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# DECLARATIONS

## CLIENT INFORMATION

Legal Name: King County  
Agreement Number: PC26-96410-010

## PROJECT INFORMATION

Project Title: WPTP Raw Sewage Pump Replacement  
Project City: Seattle  
Project State: Washington  
Project Zip Code: 98199

## FUNDING INFORMATION

### LOAN FUNDING:

Loan Amount: \$10,000,000  
Loan Term: 20 years  
Interest Rate: 2.12%  
Payment Month: June 1<sup>st</sup>

### GRANT FUNDING:

Grant Amount: 0  
% of Funding as Grant: 0

### PROJECT TOTALS:

Total PWB Funding: \$10,000,000  
Total Estimated Cost: \$215,744,529  
Anticipated Construction Start Date: 07/2024  
Earliest Date for Cost Reimbursement: 10/3/2025  
Time of Performance: 60 months from Execution Date of this Agreement to Project Completion

## ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

The Contractor Representative and Public Works Board Representative, or their designees or successors, will have check-in meetings approximately once per quarter from the Agreement Execution Date through the Time of Performance, or as the Public Works Board Representative deems necessary. Other parties may attend.

## LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the PC26-96410-010 system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

## SCOPE OF WORK

This project will replace the existing four engine driven raw sewage pumps located in the 704 Raw Sewage Pump (RSP) Building with four larger capacity variable speed motor driven pumps.

The project must meet all applicable Local, State, and/or Federal standards.

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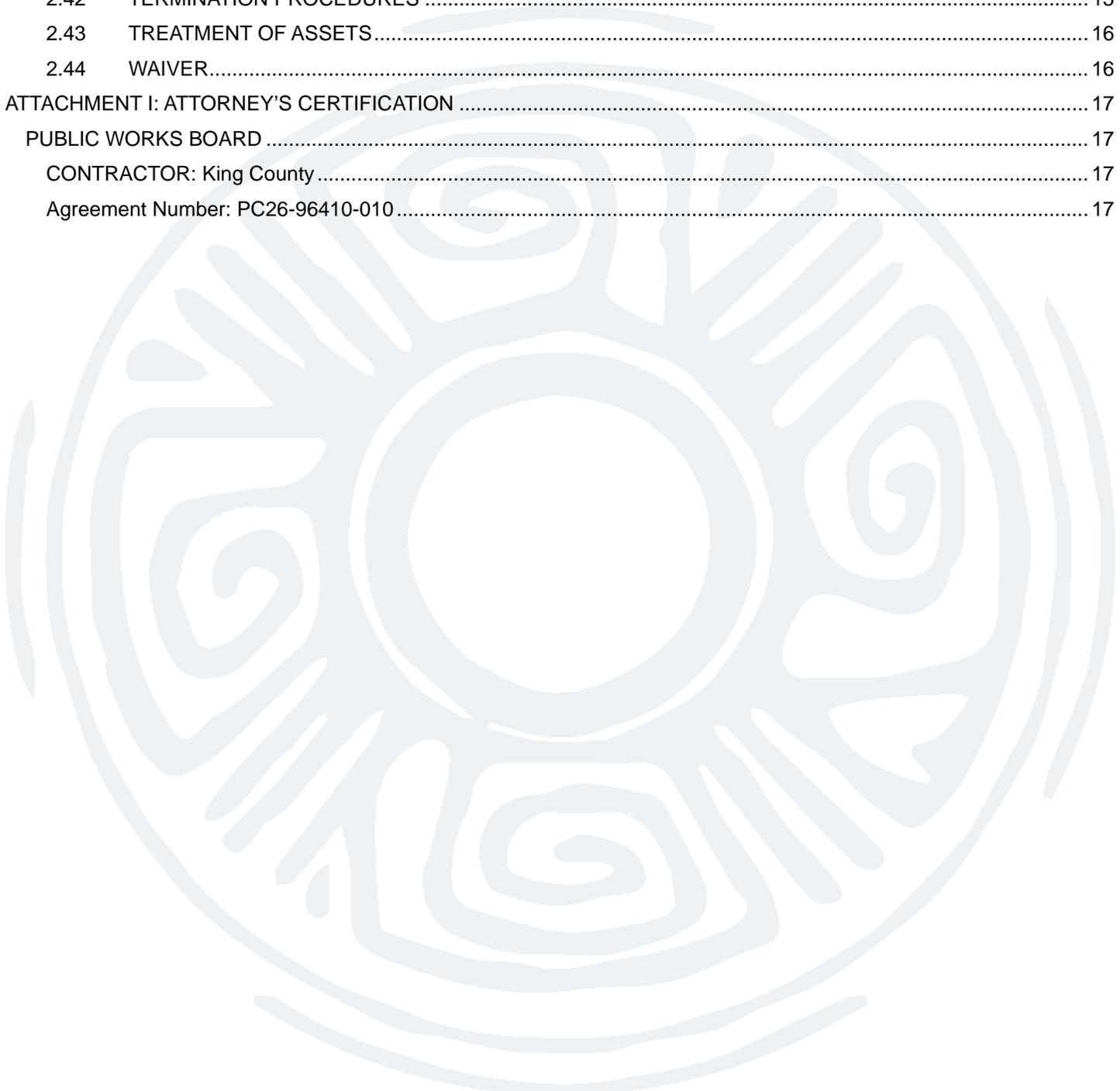
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# AGREEMENT TERMS AND CONDITIONS

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## PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

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### SECTION 1: SPECIAL TERMS AND CONDITIONS

#### 1.1 Definitions

As used throughout this Construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the **SCOPE OF WORK** described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

#### 1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

#### 1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

#### 1.4 Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal, state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

## 1.5 Total Award, Rate and Term of Loan

The BOARD shall fund the Contractor a sum not to exceed the **AGREEMENT AMOUNT** shown on the Agreement Face Sheet, which shall be the sum of the **LOAN AMOUNT** and the **GRANT AMOUNT** shown on the Agreement Declarations Page, to complete the **SCOPE OF WORK**.

If the Contractor is awarded a loan, the interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

If the Contractor is awarded a grant, any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

## 1.6 Repayment and Loan Security

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Loan Security payments shall be made as stated on the attached Declarations page and identified as **LOAN SECURITY**.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Agreement Face Sheet, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.19, then the first loan repayment is due sixty (60) months after Agreement execution. Interest accrues for the sixty (60) months after Agreement execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of electronic funds transfer, a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

## 1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.6 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is executed, as provided for in Section 1.20.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

## 1.8 Recapture

In addition to the recapture provisions in Section 2.31, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

## 1.9 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

## 1.10 Time of Performance

No later than sixty (60) months after the date of Agreement execution the Contractor must reach project completion of the **SCOPE OF WORK**.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

## 1.11 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2 Allowable Costs.

## 1.12 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers ("A-19s" or "A19s") and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.11. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's

(COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.13, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent by means of an electronic funds transfer or to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared funding under this Agreement. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Certified Project Completion Report indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, prior to the execution of the Project Completion Amendment.

### **1.13 Historical and Cultural Resources**

Prior to approval and disbursement of any funds awarded under this Agreement related to any land acquisition, demolition, construction, or other ground-disturbing activities, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees

to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with the following laws and regulations:

- RCW 27.44 regarding Indian Graves and Records
- RCW 27.53 regarding Archaeological Sites and Resources
- RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves
- WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02. The Contractor shall not proceed with any land acquisition, demolition, construction, or other ground-disturbing activities until the BOARD certifies completion of Governor's Executive Order 21-02 or adopts the completion of the requirements of Section 106 of the National Historic Preservation Act.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK** of the Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

#### **1.14 Project Signs**

If the Contractor displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project. Public Works Board logo files are available upon request.

#### **1.15 Competitive Bidding Requirements**

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

#### **1.16 Sub-Contractor Data Collection**

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

#### **1.17 Reports**

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD's Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion as described in Section 1.20;

- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

### 1.18 Investment Grade Efficiency Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, the Contractor must undertake an investment grade efficiency audit. Costs incurred as part of the investment grade audit are eligible project costs.

### 1.19 5-year Deferral for Start-up Systems

If the project financed by this Agreement is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Agreement execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

### 1.20 Certified Project Completion Report and Project Completion Amendment

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete as defined by the BOARD's Project Completion and Holdback Policy. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

### 1.21 Performance Incentives

#### Timely Draws Incentive

The Contractor may receive up to a 0.10% reduction in their interest rate if:

- The Contractor's first draw from the funds is within six (6) months of the date of Agreement execution, AND
- The Contractor draws funds approximately monthly after the first draw until the Contractor reaches 5% of the total funding amount remaining or the Contractor's final payment to their general construction contractor of retainage, whichever comes first.

#### Construction Completion Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Agreement execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Agreement execution, the Contractor may choose one of the two following incentives upon project completion:

- **Option A:** The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset,  
OR:
- **Option B:** The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Agreement execution, the Contractor may choose one of the following two incentives upon project completion:

- **Option C:** The repayment period will be increased by sixty (60) months, not to exceed the life of the asset,  
OR:
- **Option D:** The interest rate will be decreased by up to one-half of one percent (0.50%).

Pursuant to the BOARD's Performance Incentives policy, the Contractor shall only be eligible for performance incentives C or D if the Project's Notice to Proceed date is no more than three (3) months after the **ANTICIPATED CONSTRUCTION START DATE** identified on the Declarations page of this Agreement.

Once an eligible option is selected, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive(s) applied, at no point in time shall the loan interest rate be less than 0.25%.

The calculation of any interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion Amendment is executed.

## **1.22 Termination for Cause**

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

## **1.23 Termination for Convenience**

Notwithstanding anything in Section 2.41 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

## **SECTION 2: GENERAL TERMS AND CONDITIONS**

### **2.1 DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2.2 ALLOWABLE COSTS**

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

### **2.3 ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **2.4 AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **2.5 APPROVAL**

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

### **2.6 ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

### **2.7 ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

## 2.8 AUDIT

### A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

## 2.9 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## 2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

### A. "Confidential Information" as used in this section includes:

- All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
- All material produced by the Contractor that is designated as "confidential" by the BOARD; and
- All personal information in the possession of the Contractor that may not be disclosed under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Public Record Act, RCW 42.56.

### B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall

immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **2.11 CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **2.12 COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **2.13 DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **2.14 DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- provide a copy of all relevant documents or other evidence to be considered;
- state the Contractor's name, address, and Agreement number; and

- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement, and provide a copy of all relevant documents or other evidence to be considered, to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **2.15 DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

## **2.16 ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

## **2.17 GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **2.18 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, BOARD, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of

Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

## **2.20 INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **2.21 LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

## **2.22 LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

## **2.23 LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

## **2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.25 NONCOMPLIANCE WITH DISCRIMINATION LAWS**

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 2.14 Disputes.

## **2.26 PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

- a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

## **2.27 POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17A.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **2.28 PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDs review upon request.

## **2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## **2.30 PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

## **2.31 RECAPTURE**

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds, in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

## **2.32 RECORDS MANAGEMENT**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which

sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

### **2.33 REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

### **2.34 RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

### **2.35 LOSS OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the BOARD may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

### **2.36 SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

### **2.37 SUBCONTRACTING**

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **2.38 SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

## **2.39 TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor, other than sales taxes owed for goods or services provided for this Agreement, or its staff shall be the sole responsibility of the Contractor.

## **2.40 TERMINATION FOR CAUSE/SUSPENSION**

In the event the BOARD determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, the BOARD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **2.41 TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement the BOARD may, with ten (10) business days written notice, beginning on the second day after the notice is sent, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the BOARD shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **2.42 TERMINATION PROCEDURES**

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

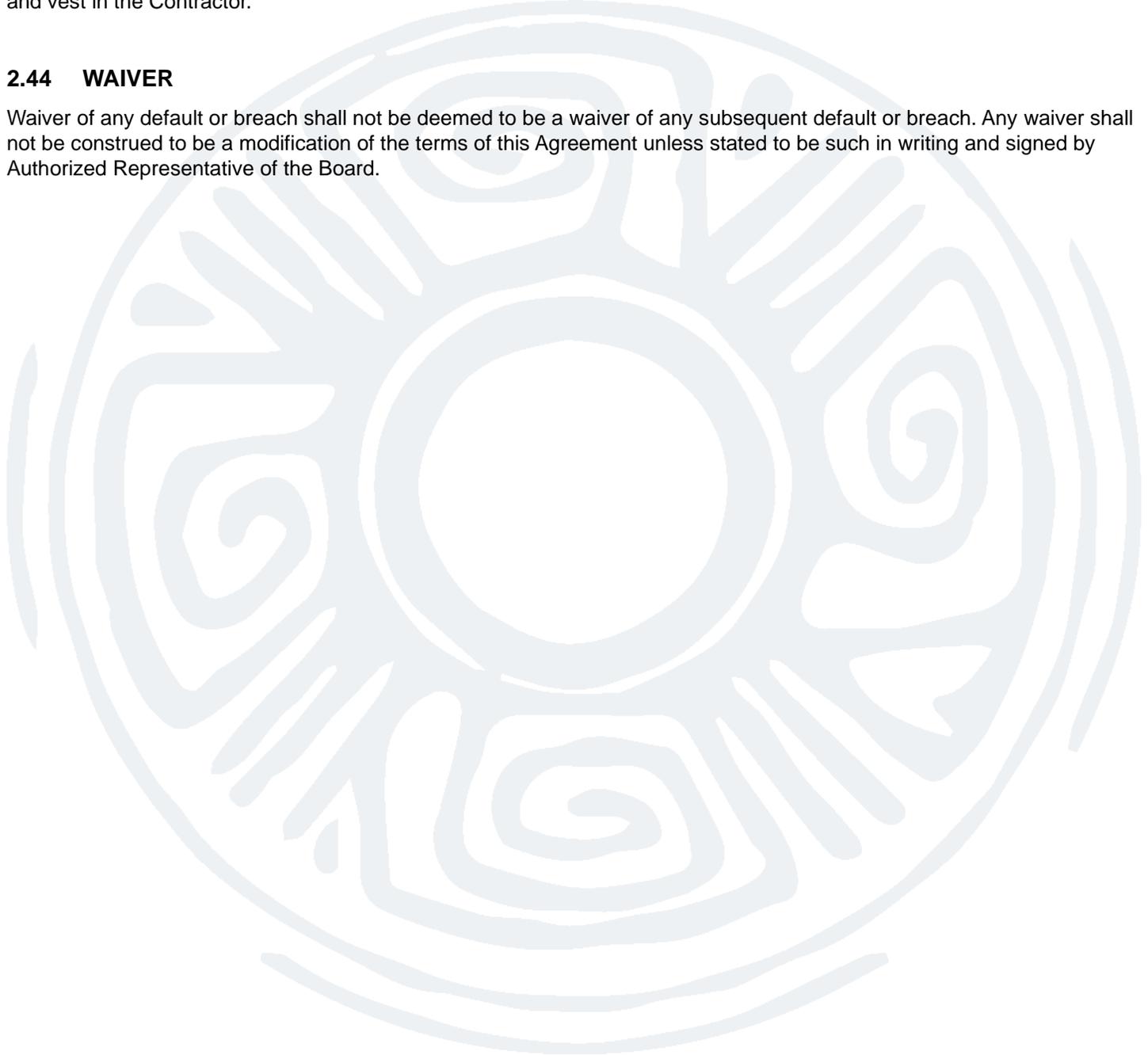
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

### **2.43 TREATMENT OF ASSETS**

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

### **2.44 WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.



# ATTACHMENT I: ATTORNEY'S CERTIFICATION

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## PUBLIC WORKS BOARD

**CONTRACTOR:** King County  
**Agreement Number:** PC26-96410-010

I, \_\_\_\_\_, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of King County (the CONTRACTOR); and

By my initials below, I acknowledge that one of the following is true:

\_\_\_\_\_ I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

\_\_\_\_\_ As to questions of fact material to the opinions expressed herein, I have relied upon the certifications and representations of the Contractor without undertaking to verify the same by independent investigation.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

**King County****Girmay Zahilay**

King County Executive

401 Fifth Avenue, Suite 800  
Seattle, WA 98104**206-296-9600** Fax 206-296-0194

TTY Relay: 711

[www.kingcounty.gov](http://www.kingcounty.gov)

February 20, 2026

The Honorable Sarah Perry  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Perry:

This letter transmits a proposed ordinance that would, if enacted, authorize entering into a loan agreement with the Washington State Department of Commerce Public Works Board (PWB) for loan financing of capital costs associated with the West Point Treatment Plant Raw Sewage Pump Replacement project. The project will benefit the public by protecting water quality in our region, and the loan will reduce costs to ratepayers.

The proposed legislation authorizes the execution of a Washington State Department of Commerce PWB 20-year loan agreement for state fiscal year 2026 in the amount of \$10,000,000 with an interest rate of 2.12 percent. Specifically, execution of the Washington State Department of Commerce PWB loan agreement as authorized by the proposed Ordinance will save King County ratepayers \$15,282,231 in interest expense (\$4,635,351 net present value), as compared to 30-year conventional bond financing. The PWB loan will provide funding for replacement of the four West Point Treatment Plant Raw Sewage Pumps. This project will increase the firm capacity of the plant by replacing the existing biogas driven engine pumps with higher capacity electric motor driven pumps. It will also make seismic upgrades, complete other improvements to meet National Fire Protection Association standards and replace the existing boiler system to maintain a stable wastewater treatment process.

Thank you for your consideration of this proposed Ordinance. This important legislation will save King County ratepayers money and protect water quality in our region.

If your staff have any questions, please feel free to contact Kamuron Gurol, Division Director, Wastewater Treatment Division, Department of Natural Resources and Parks, at 206-263-5767.

The Honorable Sarah Perry

February 20, 2026

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Karan Gill". The signature is stylized with a large, sweeping initial "K" and "G".

for

Girmay Zahilay

King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Sierra Howlett-Brown, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Director, Office of the Executive

John Taylor, Director, Department of Natural Resources and Parks (DNRP)

Kamuron Gurol, Division Director, Wastewater Treatment Division, DNRP





**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	6	<b>Name:</b>	April Sanders
<b>Proposed No.:</b>	2026-0061	<b>Date:</b>	March 25, 2026

**SUBJECT**

Proposed Ordinance 2026-0061 would update one levy amount adopted in Ordinance 20030<sup>1</sup> that needs correction after further due diligence by the Department of Assessments.

**BACKGROUND & SUMMARY**

RCW 84.52.020 requires the taxing districts to submit to the county legislative authority the amount of property tax levy that will be collected by that taxing district for the following year by November 30<sup>th</sup> of each year. The Department of Assessments compiles the submitted levy amounts for all the required taxing districts and those values are submitted to council to be included in the property tax levy certification ordinance.

Each year, two property tax levy certification ordinances are transmitted by the Executive with blanks in place of the levy amounts. The proposed ordinances are usually transmitted in September along with the biennial budget proposed ordinance during budget years. During non-budget years, the proposed ordinances are transmitted along with the mid-biennial supplemental budget legislation. The proposed ordinances include blanks in place of levy amounts since the proposed ordinances are transmitted before levy amounts are received from the taxing districts. Version 1 of the proposed ordinance is adopted in December once amended to input the levy amounts. Then version 2 of the proposed ordinance is adopted the following January to input updated levy amounts after further due diligence by the Department of Assessments.

*November 30<sup>th</sup> Requirement.* RCW 84.52.020 requires taxing districts to submit their levy amounts to the county legislative authority for certification by November 30<sup>th</sup> of each year. Due to this requirement, the council has usually acted on the property tax levy certification proposed ordinance in December (and January to update the levy amounts) since certain taxing districts do not submit their levy amounts until November

<sup>1</sup> <https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=7680452&GUID=0C81E255-FAF3-49A3-A995-892D46F5A0B6&Options=Advanced&Search=>

30<sup>th</sup>. However, RCW 84.52.070(1) also requires the county legislative authority to certify the levy amounts to the county assessor by December 15<sup>th</sup> of each year. In addition, RCW 84.52.070(3) states that if the levy amount is not certified to the county assessor by the date indicated in subsection (1), the county assessor may use no more than the certified levy amount for the previous year for the taxing district.

On December 9, 2025, the Council adopted Ordinance 20026, version 1 of the property tax levy certification ordinance.

On January 20, 2026, Council adopted Ordinance 20030, version 2 of the property tax levy certification ordinance.

After further due diligence by the Department of Assessments (DOA), DOA informed council staff that the levy certification amount for the Auburn School District needs to be updated. As a result, council staff prepared Proposed Ordinance 2026-0061, which would adjust the Auburn School District's levy amount from \$86,103,408 to \$110,307,229, and adjust the totals accordingly.

## **ATTACHMENTS**

1. Proposed Ordinance 2026-0061



**KING COUNTY**  
**Signature Report**

ATTACHMENT 1  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Ordinance**

**Proposed No.** 2026-0061.1

**Sponsors** Dembowski

1 AN ORDINANCE relating to the 2025 levy of property  
2 taxes in King County for collection in the year 2026; and  
3 amending Ordinance 20030, Section 4.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Ordinance 20030, Section 4, is hereby amended as follows:

6 The King County council certifies the levies of the following taxing districts:

7 PORT DISTRICTS

8 PORT OF SEATTLE \$90,180,055

9 CITIES AND TOWNS

10 ALGONA \$808,153

11 AUBURN (King County portion only) \$23,477,130

12 BEAUX ARTS VILLAGE \$198,779

13 BELLEVUE \$95,487,103

14 BLACK DIAMOND \$3,515,379

15 BOTHELL (King County portion only) \$19,636,897

16 BURIEN \$9,093,941

17 CARNATION \$542,309

18 CLYDE HILL \$1,402,007

19 COVINGTON \$3,427,760

20 DES MOINES \$5,836,412

Ordinance

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21	DUVALL	\$2,144,744
22	ENUMCLAW	\$3,227,129
23	FEDERAL WAY	\$12,446,379
24	HUNTS POINT	\$323,859
25	ISSAQUAH	\$12,496,052
26	KENMORE	\$7,441,893
27	KENT	\$36,080,821
28	KIRKLAND	\$45,201,134
29	LAKE FOREST PARK	\$3,578,834
30	MAPLE VALLEY	\$7,692,831
31	MEDINA	\$4,741,396
32	MERCER ISLAND	\$15,390,478
33	MILTON (KC portion only)	\$643,032
34	NEWCASTLE	\$6,598,462
35	NORMANDY PARK	\$4,285,875
36	NORTH BEND	\$2,836,762
37	PACIFIC (King County portion only)	\$295,962
38	REDMOND	\$34,189,483
39	RENTON	\$26,770,022
40	SAMMAMISH	\$35,672,429
41	SEATAC	\$19,870,584
42	SHORELINE	\$28,788,934
43	SKYKOMISH	\$64,668

Ordinance

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44	SNOQUALMIE	\$8,864,274
45	TUKWILA	\$17,519,380
46	WOODINVILLE	\$4,027,244
47	YARROW POINT	\$711,562
48	TOTAL CITIES AND TOWNS	\$505,330,093
49	FIRE DISTRICTS	
50	2	\$22,727,407
51	10	\$8,808,473
52	11	\$3,962,302
53	13	\$6,857,751
54	20	\$5,121,499
55	22 (King County portion only)	\$1,522,825
56	27	\$3,155,096
57	28	\$7,738,544
58	31	\$33,764
59	34	\$11,733,905
60	36	\$9,942,999
61	38	\$2,753,359
62	39	\$32,925,922
63	43	\$18,489,825
64	44	\$8,349,960
65	45	\$4,419,266
66	47	\$371,849

67	49 (King County portion only)	\$238,392
68	50	\$661,442
69	61 (King County portion only)	\$19,200,356
70	62	\$46,562,124
71	63	\$36,985,512
72	64	\$23,982,908
73	TOTAL FIRE DISTRICTS	\$276,545,480
74	OTHER DISTRICTS	
75	CEMETERY DISTRICT NO. 1	\$128,750
76	SEATTLE METROPOLITAN PARKS DISTRICT	\$131,780,472
77	DES MOINES METROPOLITAN PARK DISTRICT	\$2,385,509
78	FALL CITY METROPOLITAN PARK DISTRICT	\$130,111
79	HOSPITAL DISTRICT NO. 1	\$70,354,621
80	HOSPITAL DISTRICT NO. 2	\$83,308,566
81	HOSPITAL DISTRICT NO. 4	\$4,617,794
82	HOSPITAL DISTRICT NO. 5	\$1,967,014
83	KING COUNTY FLOOD CONTROL ZONE DISTRICT	\$85,987,748
84	NORMANDY PARK METROPOLITAN PARK DISTRICT	\$670,731
85	NORTHSHORE PARKS & REC (King County portion only)	\$1,948,825
86	PIERCE COUNTY LIBRARY (King County portion only)	\$235,247
87	SI VIEW METROPOLITAN PARK DISTRICT	\$3,623,064
88	RURAL LIBRARY (King County portion only)	\$141,434,145
89	TUKWILA METROPOLITAN PARKS DISTRICT	\$4,149,693

Ordinance

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90	VASHON MAURY PARKS	\$2,076,918
91	SOUND TRANSIT 3 (King County portion only)	\$129,831,472
92	TOTAL OTHER DISTRICTS	\$664,630,680
93	SCHOOL DISTRICTS	
94	001 – SEATTLE	\$658,278,433
95	210 - FEDERAL WAY	\$82,428,748
96	216 - ENUMCLAW	\$22,164,135
97	400 - MERCER ISLAND	\$29,523,524
98	401 - HIGHLINE	\$142,137,378
99	402 - VASHON	\$11,891,359
100	403 - RENTON	\$141,721,107
101	404 - SKYKOMISH	\$226,549
102	405 - BELLEVUE	\$219,400,713
103	406 – TUKWILA	\$19,697,025
104	407 - RIVERVIEW	\$19,563,960
105	408 – AUBURN ((King county portion only) <del>————— \$86,103,408</del> )	<u>\$110,307,229</u>
106	409 - TAHOMA	\$50,325,108
107	410 - SNOQUALMIE VALLEY	\$52,185,000
108	411 - ISSAQUAH	\$177,066,922
109	412 - SHORELINE	\$67,785,455
110	414 -LAKE WASHINGTON	\$301,234,742
111	415 - KENT	\$134,841,693
112	417 - NORTSHORE (King County portion only)	\$114,843,166

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Ordinance

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113	888 -FIFE (King County portion only)		\$3,182,076
114	TOTAL SCHOOL DISTRICTS	(( <del>\$2,334,600,501</del> ))	<u>\$2,358,804,322</u>
115	<b>GRAND TOTAL</b>	<b>((<del>\$5,528,112,474</del>))</b>	<b><u>\$5,552,316,295</u></b>

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Girmay Zahilay, County Executive

**Attachments:** None

# 2026 State Legislative Session Impacts to the County Budget



**Budget and Fiscal Management Committee**

**March 25, 2026**

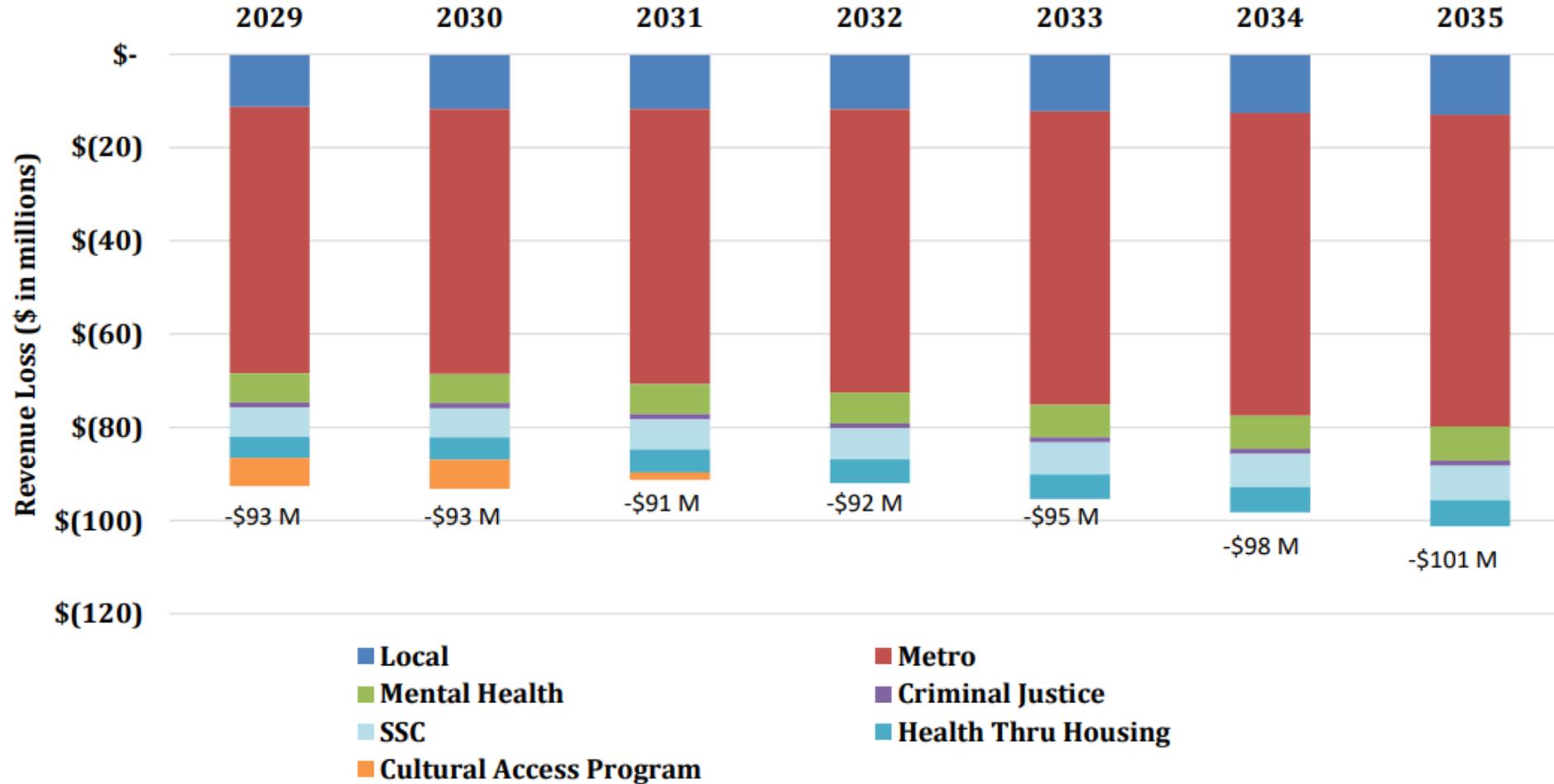
# Millionaire's tax (SB 6346)

- Imposes a 9.9% tax on individuals on the receipt of income exceeding \$1 Million beginning in calendar year 2028
- Revenue:
  - 5% set aside for Fair Start for Kids Act
  - Expands eligibility for the Working Families Tax Credit
  - Expansion of small business tax credit
  - State General Fund
- Sales tax changes:
  - Repeal of SB 5814: Repeals sales taxes on certain specified services which were enacted in 2025, effective January 1, 2029
  - Creates sales tax exemption for diapers, over the counter drugs, and grooming/hygiene products, effective January 1, 2029
  - Exemption of certain activities from definition of live presentations that are subject to retail sales and use tax, effective July 1, 2026

# Millionaire's tax (SB 6346)

- Sales tax impacts across local governments:
  - WA Department of Revenue fiscal note:
    - Counties FY 2030: -\$149M
    - Cities FY 2030: -\$118M
    - Special Districts FY 2030: -\$126.3M
- Impacts to King County
  - Estimated sales tax loss in FY 2029: \$93M across all funds (Local, Metro Transit, Mental Health, Safe & Stable Communities, Criminal Justice, Health Through Housing, Culture Access Program)
  - KC Metro sales taxes are most impacted: loss of \$57M in 2029, grows to \$67M by 2035

## King County Sales Tax Losses If Retail Sales Base Expansion Is Repealed



# Millionaire's tax (SB 6346)

- **Local revenue loss mitigation?**

7           (12) The legislature finds that local government revenue sources  
8 are limited and unable to keep up with rising costs. The legislature  
9 further finds that many of the tax reductions that help  
10 Washingtonians have an impact on local government revenues. To offset  
11 some of those impacts, the legislature intends to create a city and  
12 county fiscal health account for future transfers from the general  
13 fund to mitigate a portion of the revenue loss to local government.  
14 Such transfers will be unrestricted and available for general use.

# Millionaire's tax (SB 6346)

- Look to state operating budget, 4-year outlook:

	2025-27		4-Yr Total
	NGF-O	Total	NGF-O
<b><i>General Gov't, Judicial, &amp; Legislative Agencies</i></b>			
Self-Insurance Liability Premium	956,061	2,202,736	1,000,773
Working Families Tax Credit Expansion	0	0	230,634
Local Government Fiscal Health	0	0	200,000
OneWA AFRS Replacement	84,773	241,586	93,228
Debt Service	0	0	86,178

# Millionaire's tax (SB 6346)

- **Local revenue mitigation—what does it all mean?**
  - Legislature indicated plan to create mitigation fund for cities and counties
  - Funding level \$200M/year, state general fund dollars
  - Distribution formula: not defined, will need to work with local government partners
  - Not full mitigation—about 75 cents on the dollar
  - Flexible dollars—available for general use
  - Appropriated—will need to fight for the amount in every budget, and amount can change in every budget

# Local Revenue and Fund Flexibility (HB 2442)

## *New revenue options*

- **Sales tax for children and families (0.01%)**
  - Start collecting January 1, 2027
  - Councilmanic
  - Cities and counties eligible
  - Maximum combined rate of 0.01% (county must provide credit against county tax for the city tax)
  - Revenues used solely for purposes of providing additional services that assist children and their families
  - New 0.01% sales tax would generate about \$10M annually countywide
- **Public health clinic property tax**
  - \$0.05 per \$1000
  - Operation, maintenance, and capital expenses of public health clinics
  - Counties eligible
  - Countywide \$0.05 levy would generate \$40-\$45M annually

# Local Revenue and Fund Flexibility (HB 2442)

## Existing fund flexibility

- **Real Estate Excise Tax 2 (REET 2)**
  - Revenue can be used for abatement of nuisance properties
- **Health Through Housing sales tax**
  - Revenue can be used for rehabilitation of existing affordable housing, operation and maintenance of supportive housing, and rental assistance.
- **Rental car sales tax**
  - Revenue can be used to support criminal justice programs
- **Flood Control Zone Districts**
  - Revenue can be used to provide flood recovery assistance to households and businesses damaged by flood events.
- **State-shared sales tax**
  - Revenue can be used for both new and existing affordable housing units

# Specific supplemental budget items

- **KC Metro**

- Repurpose \$10M in Move Ahead Washington funds from South Annex Base to Central Base Campus electrification
- \$12M for Revive I-5 mitigation, from federal fund exchange
- \$3.12M to Metro for pilot project providing free transit to community and technical college students

- **Public Health**

- Ongoing loss of vapor tax revenue from SB 5814 (passed in 2025)
- \$292K increased funding for King County Airport Air Quality and Asthma Project

- Waiting on Governor's signature ([Bill Actions](#)):
  - Millionaire's Tax
  - HB 2442
  - Operating, Capital, Transportation budgets
  - Has 20 days from end of session (March 12), excluding Sundays
  
- Questions?



**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	8	<b>Name:</b>	Nick Bowman
<b>Proposed No.:</b>	2026-0026	<b>Date:</b>	March 25, 2026

**SUBJECT**

AN ORDINANCE relating to the sale of the surplus property located at XXX NE 140th Avenue in unincorporated King County south of the City of Woodinville.

**SUMMARY**

Proposed Ordinance 2026-0026 would approve the sale of a 16,230 square feet of vacant, surplus property located in unincorporated King County, in Council District 3, for \$377,000. According to the Executive, the property was purchased by the Road Services Division in 1992 and has not been used.

The Facilities Management Division (FMD) declared the parcel surplus to County needs on October 16, 2024. Selling the property to a private individual would provide one-time revenue to Roads and relieve the County of approximately \$19 in annual fees and assessments.

**BACKGROUND**

The 16,230 square feet parcel (Assessor Parcel #1026059172) was purchased by the Road Services Division of the Department of Local Services (Roads) in 1992 but was never used. The vacant and undeveloped property is located in unincorporated King County but borders the City of Woodinville on NE 140<sup>th</sup> Avenue. The property is outside of the urban growth area boundary.

The property is zoned RA-2.5-SO (rural area, 1 dwelling unit per 2.5 acres, with Special District Overlay). The RA zone allows a limited range of uses that are compatible with rural character. The property is subject to special district overlay SO-120 which establishes development standards for residential subdivisions to serve as a buffer between agricultural production and residential land uses.<sup>1</sup> Any future development on the property would be subject to review and approval by the Department of Local Services.

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<sup>1</sup> For further details on the Agricultural Production Buffer Special District Overlay see KCC 21A.38.130.

## **ANALYSIS**

Proposed Ordinance 2026-0026 would approve the sale of surplus land located in unincorporated King County south of the City of Woodinville for \$377,000 to an adjacent property owner. The agreed upon purchase price of \$377,000 is based on the sales comparison of similar properties.

All surplus property sales must abide by the requirements outlined in King County Code Section 4.56. The table below provides the requirements, the reference to King County Code, and the outcome or status of each requirement.

<b>Surplus Property Sale Requirements</b>			
<b>No.</b>	<b>Requirement</b>	<b>KCC Reference</b>	<b>Outcome/Status</b>
1	FMD appraisal of parcel	n/a	The property was appraised on February 2, 2025 by Integra Realty Resources and assigned a value of \$375,000.
2	Road Services Division surplus declaration	4.56.070	The Road Services Division declared the property surplus to its needs on September 11, 2024
3	FMD offer of parcel to other County agencies	4.56.070	FMD offered the property to other County agencies on October 16, 2024, and received no interest.
4	Determine if property is suitable for affordable housing	4.56.070.C.1	Property is outside the UGA and therefore not suitable for affordable housing purposes according to the King County Code.
5	Final surplus declaration	4.56.070	FMD declared the parcel surplus to County needs on March 24, 2025
6	Notice of public sale, bid, or auction.	4.56.100	In accordance with KCC 4.56.100.A.4, the sale of this parcel was listed with a Multiple Listing Service (MLS).
7	Purchase and Sale Agreement	n/a	The Purchase and Sale Agreement (PSA) was executed on September 5, 2025
8	Council Approval	4.56.080	If the value of surplus property exceeds \$100,000, Council approval of the sale is required. Therefore, under the terms of the PSA, the sale is contingent on approval by ordinance by the Council by March 4, 2026, which includes an additional 60-day extension.
9	Disposition of Sale Proceeds	4.56.130	If approved by the Council, the sale proceeds would be disbursed first to DES/FMD Real Estate Services (RES) for work associated with the sale of the surplus property, and the remaining funds will be deposited in the Roads Operating Fund.

The transmitted Purchase and Sales Agreement (attachment A to the proposed ordinance) did not include a signed amendment, the effect of which extends the Council

contingency period until June 30, 2026. Without this amendment the Council contingency period included in the transmitted PSA would have already lapsed.

### **AMENDMENT**

Amendment 1 would delete the transmitted Attachment A, the Purchase and Sale Agreement, and replace it with a new Attachment A, a complete Purchase and Sale Agreement that includes the signed 1<sup>st</sup> amendment extending the Council contingency period to June 30, 2026.

### **INVITED**

- Lisa Pearson, Division Director, Facilities Management Division
- Steve Rizika, Real Property Agent Supervisor, Facilities Management Division

### **ATTACHMENTS**

1. Proposed Ordinance 2026-0026 (and its attachments)
2. Amendment 1
3. Transmittal Letter
4. Fiscal Note



**KING COUNTY**  
**Signature Report**

ATTACHMENT 1  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Ordinance**

**Proposed No. 2026-0026.1**

**Sponsors Perry**

1 AN ORDINANCE relating to the sale of the surplus  
2 property located at XXX NE 140th Avenue, Woodinville,  
3 Washington, in council district three.

4 STATEMENT OF FACTS:

5 For the property located at XXX NE 140th Avenue, Woodinville,  
6 Washington, located within council district three, the facilities  
7 management division completed the surplus property, affordable housing  
8 and public notice requirements.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The executive is authorized to convey the at XXX NE 140th  
11 Avenue, Woodinville, Washington, to Dominique Ruybal consistent with a purchase and

- 12 sale agreement substantially in the form of Attachment A to this ordinance and to take all
- 13 actions necessary to implement the terms of the purchase and sale agreement.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Sarah Perry, Chair

ATTEST:

---

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Girmay Zahilay, County Executive

**Attachments:** A. Purchase and Sale Agreement

**ATTACHMENT A:**

**PURCHASE AND SALE AGREEMENT**

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is entered between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (the “Seller”) and DOMINIQUE RUYBAL (the “Buyer”). Seller and Buyer are also referred to individually as a “Party” or collectively as “Parties.” This Agreement is effective the date both parties execute (“Effective Date”) the Agreement.

### RECITALS

A. Seller is the owner of that certain real property commonly known as King County tax assessor’s parcel no. 102605-9172 on NE 140<sup>th</sup> Avenue, King County, State of Washington, the legal descriptions of which are attached hereto as EXHIBIT A (the “Real Property”).

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

#### ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller’s right, title, and interest in the Real Property as legally described in EXHIBIT A;

1.1.2. all of Seller’s right, title, and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller’s right, title, and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to, or used in connection with the Real Property (“Personal Property”);

1.1.4. all of Seller’s easements and other rights that are appurtenant to the Real Property including but not limited to, Seller’s right, title, and interest in and to streets, alleys, or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, leases, licenses, government approvals, and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the “Property.”

## ARTICLE 2. PURCHASE PRICE

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of **Three Hundred and Seventy Seven Thousand Dollars (\$377,000.00)** (the “Purchase Price”).

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

**2.3. DEPOSIT.** Within three (3) business days after the Effective Date, Buyer shall deliver to Chicago Title Company (the “Escrow Agent”), in its capacity as the Parties’ closing agent, immediately available cash funds in the amount of **Thirteen Thousand Dollars (\$13,000.00)** (the “Deposit”). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

**3.1.1. ORGANIZATION.** The Seller is a home rule charter county and political subdivision of the State of Washington duly organized, validly existing, and in good standing under the laws of the State of Washington.

**3.1.2. EXECUTION, DELIVERY, AND PERFORMANCE OF AGREEMENT; AUTHORITY.** The execution, delivery, and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in Section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller’s legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

**3.1.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller.

**3.1.4. FUTURE AGREEMENTS.** From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease, or other transaction that affects the Property in any way; or

(b) sell, dispose of, or encumber any portion of the Property.

**3.1.5. FOREIGN PERSON.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** As of the date hereof and as of the Closing Date, Buyer represents and warrants that Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder. Further, this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.1. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

**3.3. CONDITION OF PROPERTY.**

**3.3.1. SELLER DISCLOSURE STATEMENT.** To the maximum extent permitted by Chapter 64.06 RCW, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in Chapter 64.06 RCW. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in Chapter 64.06 RCW.

Buyer acknowledges that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

**3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY.** Except to the extent of Seller’s representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation:

- (a) The water, soil, and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations, or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence, or condition of utilities serving the Property;
- (g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, Chapter 70A.305 RCW (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, Chapter 90.48 RCW, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous

Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

**3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.**

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property “AS IS, WHERE IS” with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller’s representations and warranties in Section 3.1. of this Agreement, Buyer, and any person or entity claiming by or through Buyer, shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action

that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

**3.3.4. INDEMNIFICATION.** From and after the Closing Date, Buyer shall indemnify, defend, and hold Seller, its officers, agents, and employees harmless from and against any and all Losses, liability, claim, agency order, or requirement, damage, and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into, or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations.

**3.4. RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring because of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

## **ARTICLE 4. TITLE MATTERS**

**4.1. CONVEYANCE.** Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

**4.2. TITLE COMMITMENT.** Buyer shall within ten (10) days after the Effective Date obtain a preliminary commitment for an owner’s standard coverage policy of title insurance (the “Title Commitment”) issued by Chicago Title (the “Title Company”), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. When the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.3. REVIEW OF TITLE COMMITMENT.** Buyer shall have until fifteen (15) days after the Effective Date (the “Review Period”) in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment (“Buyer’s Objections”). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (“Permitted Exceptions”). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within five (5) days after Seller receives Buyer’s Objections of any exceptions to title which Seller will not remove or otherwise resolve (“Seller’s Response”), and Buyer may,

at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within three (3) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have five (5) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

**4.4. OWNER'S TITLE INSURANCE POLICY.** At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

## **ARTICLE 5. CONTINGENCIES**

**5.1. INSPECTIONS.** Buyer waives its rights to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property except those set forth in Section 5.2(subject to the limitations set forth below and Section 5.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege, or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

**5.2. RIGHT OF ENTRY.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct a boundary and topography survey and soil testing for septic design and drainage upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations

and activities on the Property. Apart from soil testing for septic design and drainage, invasive tests of the Property, such as drilling or excavation, are subject to Seller’s prior written approval. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify, and defend Seller, its officers, agents, and employees, from and against all claims, losses, or liability for injuries to persons, sickness, or death of persons, including employees of Buyer (“Claims”) caused by or arising out of any act, error, or omission of Buyer, its officers, agents, contractors, subcontractors, or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents, or employees.

**5.3. RIGHT OF ENTRY INSURANCE.** Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor’s Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

**5.4. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY.** Seller’s performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council (“Council Approval Contingency”). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date (“Council Approval Period”). Seller may extend the Council Approval Period for an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

**ARTICLE 6.  
COVENANTS OF SELLER PENDING CLOSING**

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 7.  
COVENANTS OF BUYER PENDING CLOSING**

**7.1. CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 8.  
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

**8.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

**8.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**8.3. TITLE.** Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

**8.4. CONDEMNATION.** No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

**ARTICLE 9.  
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be

performed by Buyer at or before the Closing shall have been properly performed in all material respects.

**9.3. TITLE.** The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

## **ARTICLE 10. CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Bellevue, Washington.

**10.2. PRORATIONS.** Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

**10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

**10.3.1.** A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

**10.3.2.** A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

**10.3.3.** A seller's certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

**10.4. BUYER'S DELIVERY OF PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

**11.1. NON-MERGER.** Each statement, representation, warranty, indemnity, covenant, agreement, and provision in this Agreement shall not merge in, but shall survive the Closing of

the transaction contemplated by this Agreement unless a different period is expressly provided for in this Agreement.

**11.2. DEFAULT AND ATTORNEYS' FEES.**

**11.2.1. DEFAULT BY BUYER.** In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

**11.2.2. DEFAULT BY SELLER.** In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

**11.2.3. ATTORNEY'S FEES.** In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

**11.3. TIME.**

**11.3.1. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**11.3.2. COMPUTATION OF TIME.** Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 PM of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

**11.4. NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein. Notwithstanding the foregoing, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

**If to Buyer:** DOMINIQUE RUYBAL

PO BOX 13316  
Mill Creek, WA 98082  
dom@windermere.com

**If to Seller:** King County  
King County Facility Management Division  
Real Estate Services Section  
401 Fifth Avenue, Suite 930  
Seattle, WA 98104  
Attn: Amanda Tran  
atran@kingcounty.gov

With a copy to: King County Prosecuting Attorney's Office  
Civil Division  
1191 2<sup>nd</sup> Ave., Suite 1700  
Seattle, WA 98101  
Attn: John Briggs  
John.Briggs@kingcounty.gov

**11.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

**11.6. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**11.7. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**11.8. BINDING EFFECT.** Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**11.9. LEGAL RELATIONSHIP.** The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture, or joint undertaking shall be construed from this Agreement.

**11.10. CAPTIONS.** The captions of any articles, paragraphs, or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs, or sections.

**11.11. COOPERATION.** Prior to and after Closing the Parties shall cooperate, shall take

such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

**11.12. GOVERNING LAW AND VENUE.** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. If either Party brings a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**11.13. NO THIRD-PARTY BENEFICIARIES.** This Agreement is made only to and for the benefit of the Parties and shall not create any rights in any other person or entity.

**11.14. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**11.15. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

**11.16. SELLER'S KNOWLEDGE.** Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Amanda Tran, who is an employee of King County, and is a Real Property Agent of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Amanda Tran has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

**11.17. INDEMNIFICATION TITLE 51 WAIVER.** The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**11.18. COUNTERPARTS.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a

single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**11.19. EXHIBITS.** The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

**SELLER: KING COUNTY**

By: <sup>DocuSigned by:</sup> Drew Zimmerman  
C8D5E4FCF9E8468...

Name: Drew Zimmerman

Title: Acting Director,  
Facilities Management Division

Date: 9/5/2025

**BUYER: DOMINIQUE RUYBAL**

By: <sup>AuthentiSIGN</sup> Dominique Ruybal

Name: Dominique Ruybal

Date: 08/25/2025

APPROVED AS TO FORM:

By: <sup>Signed by:</sup> John Briggs  
Senior Deputy Prosecuting Attorney

**EXHIBIT A.**

**LEGAL DESCRIPTION**

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,  
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

**EXHIBIT B.**

**BARGAIN AND SALE DEED**

**AFTER RECORDING RETURN TO:**  
DOMINIQUE RUYBAL/JANOFKY LIVING TRUST  
PO BOX 13316  
Mill Creek, WA 98082

**BARGAIN AND SALE DEED**

**Grantor -- King County, Washington**  
**Grantee -- DOMINIQUE RUYBAL**  
**Legal - - - PTN W ½ SE ¼ NE ¼ SW ¼ 10-26-05**  
**Tax Acct. – 102605-9172-07**

The Grantor, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, pursuant to King County Ordinance No. \_\_\_\_\_, does hereby bargain, sell, and convey unto the Grantee, DOMINIQUE RUYBAL, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**GRANTOR**  
**KING COUNTY**

**GRANTEE**  
**DOMINIQUE RUYBAL**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Director, Facilities Management Division

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DREW ZIMMERMAN, to me known to be the Acting Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR DOMINIQUE RUYBAL/JANOSFKY LIVING TRUST**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the \_\_\_\_\_ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**TO BARGAIN AND SALE DEED**

**LEGAL DESCRIPTION**

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,  
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

**EXCEPTIONS TO TITLE**

SUBJECT TO: [permitted exceptions will be determined in accordance with the process  
identified in Article 4 of the Agreement and inserted in the final deed].

**EXHIBIT C.**

**BILL OF SALE AND ASSIGNMENT**

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THIS BILL OF SALE is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of DOMINIQUE RUYBAL (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: \_\_\_\_\_  
Name: Drew Zimmerman  
Title: Acting Director,  
Facilities Management Division

**EXHIBIT A**  
**TO BILL OF SALE**

**LEGAL DESCRIPTION**

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,  
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

**EXHIBIT D.**

**Seller's Certification of Non-Foreign Status under  
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this \_\_\_ day of \_\_\_\_\_, 2025.

King County, Transferor:

By: \_\_\_\_\_  
Name: Drew Zimmerman  
Title: Acting Director,  
Facilities Management Division

March 11, 2026  
Revised ATT A

[N. Bowman]

Sponsor: Perry

Proposed No.: 2026-0026

1 **AMENDMENT TO PROPOSED ORDINANCE 2026-0026, VERSION 1**

2 Strike Attachment A, Purchase and Sale Agreement, and insert Attachment A, Purchase  
3 and Sale Agreement version date March 10, 2026.

4 **EFFECT prepared by Nick Bowman: Deletes the transmitted Attachment A, a**  
5 **Purchase and Sale Agreement and replaces it with a new Attachment A, a complete**  
6 **Purchase and Sale Agreement that includes the signed 1<sup>st</sup> amendment extending the**  
7 **Council contingency period in Section 5.4 to June 30, 2026.**

**ATTACHMENT A:**

**PURCHASE AND SALE AGREEMENT**

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is entered between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (the “Seller”) and DOMINIQUE RUYBAL (the “Buyer”). Seller and Buyer are also referred to individually as a “Party” or collectively as “Parties.” This Agreement is effective the date both parties execute (“Effective Date”) the Agreement.

### RECITALS

A. Seller is the owner of that certain real property commonly known as King County tax assessor’s parcel no. 102605-9172 on NE 140<sup>th</sup> Avenue, King County, State of Washington, the legal descriptions of which are attached hereto as EXHIBIT A (the “Real Property”).

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

#### ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller’s right, title, and interest in the Real Property as legally described in EXHIBIT A;

1.1.2. all of Seller’s right, title, and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller’s right, title, and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to, or used in connection with the Real Property (“Personal Property”);

1.1.4. all of Seller’s easements and other rights that are appurtenant to the Real Property including but not limited to, Seller’s right, title, and interest in and to streets, alleys, or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, leases, licenses, government approvals, and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the “Property.”

## ARTICLE 2. PURCHASE PRICE

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of **Three Hundred and Seventy Seven Thousand Dollars (\$377,000.00)** (the “Purchase Price”).

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

**2.3. DEPOSIT.** Within three (3) business days after the Effective Date, Buyer shall deliver to Chicago Title Company (the “Escrow Agent”), in its capacity as the Parties’ closing agent, immediately available cash funds in the amount of **Thirteen Thousand Dollars (\$13,000.00)** (the “Deposit”). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

**3.1.1. ORGANIZATION.** The Seller is a home rule charter county and political subdivision of the State of Washington duly organized, validly existing, and in good standing under the laws of the State of Washington.

**3.1.2. EXECUTION, DELIVERY, AND PERFORMANCE OF AGREEMENT; AUTHORITY.** The execution, delivery, and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in Section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller’s legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

**3.1.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller.

**3.1.4. FUTURE AGREEMENTS.** From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease, or other transaction that affects the Property in any way; or

(b) sell, dispose of, or encumber any portion of the Property.

**3.1.5. FOREIGN PERSON.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** As of the date hereof and as of the Closing Date, Buyer represents and warrants that Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder. Further, this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.1. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

**3.3. CONDITION OF PROPERTY.**

**3.3.1. SELLER DISCLOSURE STATEMENT.** To the maximum extent permitted by Chapter 64.06 RCW, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in Chapter 64.06 RCW. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in Chapter 64.06 RCW.

Buyer acknowledges that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

**3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY.** Except to the extent of Seller’s representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation:

- (a) The water, soil, and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations, or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence, or condition of utilities serving the Property;
- (g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, Chapter 70A.305 RCW (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, Chapter 90.48 RCW, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous

Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

**3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.**

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property “AS IS, WHERE IS” with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller’s representations and warranties in Section 3.1. of this Agreement, Buyer, and any person or entity claiming by or through Buyer, shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action

that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

**3.3.4. INDEMNIFICATION.** From and after the Closing Date, Buyer shall indemnify, defend, and hold Seller, its officers, agents, and employees harmless from and against any and all Losses, liability, claim, agency order, or requirement, damage, and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into, or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations.

**3.4. RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring because of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

## **ARTICLE 4. TITLE MATTERS**

**4.1. CONVEYANCE.** Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

**4.2. TITLE COMMITMENT.** Buyer shall within ten (10) days after the Effective Date obtain a preliminary commitment for an owner’s standard coverage policy of title insurance (the “Title Commitment”) issued by Chicago Title (the “Title Company”), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. When the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.3. REVIEW OF TITLE COMMITMENT.** Buyer shall have until fifteen (15) days after the Effective Date (the “Review Period”) in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment (“Buyer’s Objections”). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (“Permitted Exceptions”). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within five (5) days after Seller receives Buyer’s Objections of any exceptions to title which Seller will not remove or otherwise resolve (“Seller’s Response”), and Buyer may,

at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within three (3) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have five (5) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

**4.4. OWNER'S TITLE INSURANCE POLICY.** At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

## **ARTICLE 5. CONTINGENCIES**

**5.1. INSPECTIONS.** Buyer waives its rights to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property except those set forth in Section 5.2(subject to the limitations set forth below and Section 5.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege, or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

**5.2. RIGHT OF ENTRY.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct a boundary and topography survey and soil testing for septic design and drainage upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations

and activities on the Property. Apart from soil testing for septic design and drainage, invasive tests of the Property, such as drilling or excavation, are subject to Seller’s prior written approval. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify, and defend Seller, its officers, agents, and employees, from and against all claims, losses, or liability for injuries to persons, sickness, or death of persons, including employees of Buyer (“Claims”) caused by or arising out of any act, error, or omission of Buyer, its officers, agents, contractors, subcontractors, or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents, or employees.

**5.3. RIGHT OF ENTRY INSURANCE.** Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor’s Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

**5.4. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY.** Seller’s performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council (“Council Approval Contingency”). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date (“Council Approval Period”). Seller may extend the Council Approval Period for an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

**ARTICLE 6.  
COVENANTS OF SELLER PENDING CLOSING**

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 7.  
COVENANTS OF BUYER PENDING CLOSING**

**7.1. CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 8.  
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

**8.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

**8.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**8.3. TITLE.** Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

**8.4. CONDEMNATION.** No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

**ARTICLE 9.  
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be

performed by Buyer at or before the Closing shall have been properly performed in all material respects.

**9.3. TITLE.** The Title Company shall be irrevocably committed to issue an owner’s policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

**ARTICLE 10.  
CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties (“Closing Date”). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Bellevue, Washington.

**10.2. PRORATIONS.** Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys’ fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys’ fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

**10.3. SELLER’S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

**10.3.1.** A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

**10.3.2.** A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

**10.3.3.** A seller’s certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

**10.4. BUYER’S DELIVERY OF PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement.

**ARTICLE 11.  
MISCELLANEOUS PROVISIONS**

**11.1. NON-MERGER.** Each statement, representation, warranty, indemnity, covenant, agreement, and provision in this Agreement shall not merge in, but shall survive the Closing of

the transaction contemplated by this Agreement unless a different period is expressly provided for in this Agreement.

**11.2. DEFAULT AND ATTORNEYS' FEES.**

**11.2.1. DEFAULT BY BUYER.** In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

**11.2.2. DEFAULT BY SELLER.** In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

**11.2.3. ATTORNEY'S FEES.** In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

**11.3. TIME.**

**11.3.1. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**11.3.2. COMPUTATION OF TIME.** Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 PM of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

**11.4. NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein. Notwithstanding the foregoing, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

**If to Buyer:** DOMINIQUE RUYBAL

PO BOX 13316  
Mill Creek, WA 98082  
dom@windermere.com

**If to Seller:** King County  
King County Facility Management Division  
Real Estate Services Section  
401 Fifth Avenue, Suite 930  
Seattle, WA 98104  
Attn: Amanda Tran  
atran@kingcounty.gov

With a copy to: King County Prosecuting Attorney’s Office  
Civil Division  
1191 2<sup>nd</sup> Ave., Suite 1700  
Seattle, WA 98101  
Attn: John Briggs  
John.Briggs@kingcounty.gov

**11.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

**11.6. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**11.7. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**11.8. BINDING EFFECT.** Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**11.9. LEGAL RELATIONSHIP.** The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture, or joint undertaking shall be construed from this Agreement.

**11.10. CAPTIONS.** The captions of any articles, paragraphs, or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs, or sections.

**11.11. COOPERATION.** Prior to and after Closing the Parties shall cooperate, shall take

such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

**11.12. GOVERNING LAW AND VENUE.** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. If either Party brings a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**11.13. NO THIRD-PARTY BENEFICIARIES.** This Agreement is made only to and for the benefit of the Parties and shall not create any rights in any other person or entity.

**11.14. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**11.15. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

**11.16. SELLER'S KNOWLEDGE.** Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Amanda Tran, who is an employee of King County, and is a Real Property Agent of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Amanda Tran has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

**11.17. INDEMNIFICATION TITLE 51 WAIVER.** The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**11.18. COUNTERPARTS.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a

single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**11.19. EXHIBITS.** The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

**SELLER: KING COUNTY**

By: <sup>DocuSigned by:</sup> Drew Zimmerman  
C8D5E4FCF9E8468...

Name: Drew Zimmerman

Title: Acting Director,  
Facilities Management Division

Date: 9/5/2025

**BUYER: DOMINIQUE RUYBAL**

By: <sup>AuthentiSIGN</sup> Dominique Ruybal

Name: Dominique Ruybal

Date: 08/25/2025

APPROVED AS TO FORM:

By: <sup>Signed by:</sup> John Briggs  
Senior Deputy Prosecuting Attorney

**EXHIBIT A.**

**LEGAL DESCRIPTION**

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,  
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

**EXHIBIT B.**

**BARGAIN AND SALE DEED**

**AFTER RECORDING RETURN TO:**  
DOMINIQUE RUYBAL/JANOFKY LIVING TRUST  
PO BOX 13316  
Mill Creek, WA 98082

**BARGAIN AND SALE DEED**

**Grantor -- King County, Washington**  
**Grantee -- DOMINIQUE RUYBAL**  
**Legal - - - PTN W ½ SE ¼ NE ¼ SW ¼ 10-26-05**  
**Tax Acct. – 102605-9172-07**

The Grantor, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, pursuant to King County Ordinance No. \_\_\_\_\_, does hereby bargain, sell, and convey unto the Grantee, DOMINIQUE RUYBAL, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**GRANTOR**  
**KING COUNTY**

**GRANTEE**  
**DOMINIQUE RUYBAL**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Director, Facilities Management Division

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DREW ZIMMERMAN, to me known to be the Acting Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR DOMINIQUE RUYBAL/JANOSFKY LIVING TRUST**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the \_\_\_\_\_ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**TO BARGAIN AND SALE DEED**

**LEGAL DESCRIPTION**

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,  
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

**EXCEPTIONS TO TITLE**

SUBJECT TO: [permitted exceptions will be determined in accordance with the process  
identified in Article 4 of the Agreement and inserted in the final deed].

**EXHIBIT C.**

**BILL OF SALE AND ASSIGNMENT**

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THIS BILL OF SALE is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of DOMINIQUE RUYBAL (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: \_\_\_\_\_  
Name: Drew Zimmerman  
Title: Acting Director,  
Facilities Management Division

**EXHIBIT A**  
**TO BILL OF SALE**

**LEGAL DESCRIPTION**

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,  
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

**EXHIBIT D.**

**Seller's Certification of Non-Foreign Status under  
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this \_\_\_ day of \_\_\_\_\_, 2025.

King County, Transferor:

By: \_\_\_\_\_  
Name: Drew Zimmerman  
Title: Acting Director,  
Facilities Management Division

**FIRST AMENDMENT TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned parties, **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “**Seller**”), and **DOMINIQUE RUYBAL** (the “**Buyer**”), hereby agree to amend that certain Real Estate Purchase and Sale Agreement between the Parties for the Real Property located on NE 140th Avenue, King County, State of Washington, known as King County tax assessor’s parcel no. 102605-9172 (the “**Agreement**”), with an Effective Date of September 5, 2025. This “**First Amendment**” shall be effective as of the date it has been fully executed by both Parties.

**RECITALS**

**A.** Buyer and Seller are Parties to the Agreement by which Seller has agreed to sell and Buyer to purchase that certain real property located on NE 140th Avenue, King County, State of Washington, known as King County tax assessor’s parcel no. 102605-9172, the legal descriptions of which are attached as Exhibit A to the Agreement (the “Property”).

**B.** Per Section 5.4 of the Agreement, the Council Approval Period ends one hundred twenty (120) days after the Effective Date. The Parties now desire to extend the Council Approval Period.

**C.** The Parties desire to amend the Agreement pursuant to the terms and conditions set forth below.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The Agreement is hereby amended by striking the second sentence of **Section 5.4. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY**, and replacing it with the following sentence:

The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within two hundred thirty eight (238) days of the Effective Date (“Council Approval Period”).

2. Unless otherwise modified herein, all other terms and conditions of the Agreement remain in full force and effect as if fully set forth herein. All capitalized terms used herein and not otherwise defined shall remain as set forth in the Agreement.

3. This First Amendment may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. The signatures to this First Amendment may be executed on separate pages and when attached to this First Amendment shall constitute one complete document. For purposes of this First Amendment, a signature by facsimile or electronic signature on a portable document format (PDF) or other electronic counterpart shall be fully binding as though it was an original signature.

EXECUTED on the dates set forth below.

**SELLER: KING COUNTY**

**BUYER: DOMINIQUE RUYBAL**

Signed by:  
By:           *Lisa K. Pearson*            
C49A61EB98E1418...

Authentisign  
By:           *Dominique Ruybal*          

Name: Lisa K. Pearson

Name:           Dominique Ruybal          

Title: Director,  
Facilities Management Division

Date:           02/04/2026          

Date:           2/9/2026          

**APPROVED AS TO FORM:**

Signed by:  
By:           *Dan Carw*            
Senior Deputy Prosecuting Attorney



**King County**

**Girmay Zahilay**

King County Executive

401 Fifth Avenue, Suite 800

Seattle, WA 98104

**206-296-9600** Fax 206-296-0194

TTY Relay: 711

[www.kingcounty.gov](http://www.kingcounty.gov)

February 6, 2026

The Honorable Sarah Perry  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Perry:

This letter transmits a proposed Ordinance that, if enacted, will enable King County to sell surplus parcel 102605-9172 on NE 140<sup>th</sup> Avenue, Woodinville, Washington, to Dominique Ruybal in support of the provision of King County operations and services. Note that this property does not yet have formal physical address due to its categorization as undeveloped land, known as a parcel. Upon completion of this sale, should the new owner choose to develop this property, the new owner would apply for permitting to develop the land.

This transaction is recommended per the rationale and considerations provided in the attached property summary.

Thank you for your consideration of this proposed Ordinance.

If your staff have any questions, contact Lisa Pearson, Director, Facilities Management Division at 206-263-9238.

The Honorable Sarah Perry

February 6, 2026

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Karan Gill". The signature is stylized with a large, sweeping initial "K" and "G".

for

Girmay Zahilay

King County Executive

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy King County Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Sierra Howlett-Brown, Government Relations Director, Office of the Executive

Garret Holbrook, Council Relations Manager, Office of the Executive

Lorraine Patterson-Harris, County Administrative Officer, Department of Executive Services (DES)

Lisa Pearson, Director, Facilities Management Division (FMD), DES

Julie Ockerman, Manager, Real Estate Services, FMD, DES





**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	9	<b>Name:</b>	Nick Bowman
<b>Proposed No.:</b>	2026-0039	<b>Date:</b>	March 25, 2026

**SUBJECT**

An Ordinance temporarily expanding the allowable use of Real Estate Excise Tax number 2 revenues to include county roadway projects resulting from an emergency.

**SUMMARY**

Proposed Ordinance 2026-0039 would temporarily expand the allowable uses of Real Estate Excise Tax #2 (REET 2) to include county roadway emergency response projects until March 31, 2027.

According to the Executive, the proposed ordinance is necessary to support the repair and reconstruction of county roadway infrastructure damaged in the December 2025 flooding event. If the proposed ordinance is adopted, the Executive intends to propose diverting an undetermined amount of REET 2 revenues from the Department of Natural Resources and Parks (Parks) capital program to the Roads Services Division (Roads) capital program in the 1<sup>st</sup> omnibus budget of 2026.

**BACKGROUND**

State law permits REET 2 revenues to be used for capital projects identified in the capital facilities element of the Comprehensive Plan.<sup>1</sup> Under current county code however, REET 2 revenues are restricted to only the “planning, construction, reconstruction, repair, rehabilitation or improvement of parks located in or providing a benefit and open to residents of the unincorporated area of King County.”<sup>2</sup>

In December 2025, storms and flooding caused extensive damage to the King County roads and bridges system. The most recent damage estimates from the Executive suggest costs of approximately \$12 million for over 20 storm recovery projects; though assessments are still ongoing and costs may increase.

On December 8, 2025, the King County Executive issued an emergency proclamation which waived competitive procurement requirements in order to expedite storm related recovery and restoration efforts. Subsequently, the Executive transmitted, and the

<sup>1</sup> RCW 82.46.035

<sup>2</sup> KCC 4A.200.590.E & KCC 4A.510.120

Council approved, Motion 16935 extending the waiver of competitive procurement requirements for storm related recovery efforts.

Table 1 below provides details for the Roads storm recovery projects.

**Table 1. Roads Storm Recovery Projects**

Name, Location	Damage and Community Impact	Proposed Project	Cost Estimates
Baring Bridge (#509A)	Several trees hit the bridge, and now only vehicles under 5 tons can use it. Limited access for residents, emergency crews, utility workers, and deliveries of things like propane and septic supplies.	Project to install a temporary bridge. The new temporary bridge will let heavier vehicles reach the community.	\$5,000,000
SE Edgewick Road	Damaged drainage infrastructure could not manage the amount of stormwater, leading to collapse of half of the roadway. Residents of the dead end road must use private property and a King County trail for access.	Repairs are currently underway. Crews are cutting into the hillside. This will include adding rock to reinforce the road and fix the slide. The team will also install drainage improvements to reduce the risk of future slides.	\$1,000,000
SE Middle Fork Road	Down to one lane restriction with barriers. The road is typically heavily used to access recreational trails and hot springs, but does not serve residential properties.	<i>Additional design work is needed to determine the required repairs.</i>  Could include rebuilding road slope or building 40-foot-tall retaining wall.	\$2,500,000 \$30,000 <i>for patch in different spot</i>
SE 184 Street off Byers Road SE	On-going river erosion has removed 75% of road width. Access closed to Renton Lions Youth Camp and Cedar River Trail.	<i>Additional design work is needed to determine the required repairs.</i>  Road reconstruction is likely required.	\$1,000,000

24415 Mud Mountain Road	Embankment wash-out, slides.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>The roadway slope will need to be rebuilt. Critical fix to prevent future erosion.</p>	\$400,000
NE Money Creek Road	Embankment wash-out, slides. Currently closed sole access road to recreational forest and mine.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>The slope will likely need to be rebuilt. Since it sits next to the river, additional damage is possible during spring.</p>	\$400,000
SE David Powell Road @ #35827	Embankment wash-out, slides. Sole access road.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>The slope will likely need to be rebuilt. Since it sits next to the river, additional damage is possible during spring.</p>	\$400,000
SE Mud Mountain Road (2900 block)	Rockfall debris; road cracking. Vital connection from Crystal Mountain if SR 410 closes.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>Stabilize the bank both uphill and downhill of the site.</p>	\$350,000
SE Lake Dorothy Road	Slide. Currently closed, impacts one resident and people bypassing SE Middle Fork Road.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>Slope bank stabilization in two locations.</p>	\$300,000
Miller River Road NE	Road edge erosion and blocked culvert. This road	<p><i>Additional design work is needed to determine the</i></p>	\$300,000

	provides access to recreation areas.	<i>required repairs.</i> Upgrade culvert to improve flood resiliency.	
Raging River Bridge (1008E)	Bridge armoring failed, increasing risk of scour damage to foundation and eventual failure/closure. Connects Fall City and Preston.	Remove erosion and debris surrounding bridge foundation to prevent bridge failure.	\$50,000
26214 SE Mud Mountain Road	Sinkhole.	Temporary repair is needed until a permanent grant-funded project can be constructed in several years.	\$50,000
Newaukum Creek Bridge (#3188)	Erosion near bridge.	<i>Covered in existing drainage project</i>	<i>Covered in existing drainage project</i>
Baring Bridge (#509A)	Significant repairs	Removed debris and repair bridge deck.	\$65,000
Skykomish River Bridge (#999Z)	Debris removal	Removed debris	\$50,000
SE North Bend Way	Minor repairs	Restored shoulder and reestablished side slope and ditch.	\$30,000
Upper Preston Road SE	Washout. Previously restricted to one lane	Reestablished side slope with rock.	\$20,000
384th Avenue SE south of SE 92nd Street	Surface erosion of embankment	Reestablished side slope with rock.	\$13,000
Fifteen Mile Creek Bridge (#493C)	Debris and minor damage	Removed debris.	\$10,000
Issaquah Creek Bridge (#83B)	Debris and minor damage	Removed debris.	\$10,000
Issaquah Creek Bridge (#83D)	Prevention of tree damage, high flow	Removed debris.	\$10,000
Clough Creek Bridge (#909B)	Damage from log jam repaired	Removed debris.	\$10,000
Jem/Gem/Taylor Creek Bridge (#3099A)	Downed trees cleared, repairs completed	Removed debris.	\$10,000
Newaukum Creek Bridge (#3063)	Log jam cleared, minor repairs	Removed debris.	\$10,000
312th Avenue SE near Upper Preston Rd SE	Roadway covered with water & gravel	Removed debris.	TBD

Peasley Canyon Road S	Minor repairs	Removed debris. Reestablished ditch line.	<i>Covered by current budget</i>
<b>Total Cost Estimate:</b>		<b>\$12,018,000</b>	

**Roads Structural Funding Deficit and Impact on Emergent Needs.** The Roads budget is constrained by a structural funding deficit that has resulted in annual funding gap of over \$200 million.<sup>3</sup> While the effects of the deficit have been felt across the agency, the Roads capital program has been hit particularly hard.

The adopted Roads capital budget for the 2026-2027 biennium is approximately \$55 million, with current financial projects showing dedicated funding for the capital program being exhausted in 2028.<sup>4</sup> Funding sources for the 2026-2027 Roads capital program include:

- \$23.6 million in grants (43%);
- \$9.9 million in Surface Water Management revenues (18%);
- \$14.4 million in REET 1 funds (26%); and
- \$7.2 million in Operating Fund Transfers, Land Sales, and Fund Balance (13%)

As the majority of the Roads capital program is comprised of grant funding and SWM fee revenues, which are generally restricted to specific purposes, there is limited flexibility to address emergent needs.

## **ANALYSIS**

Proposed Ordinance 2026-0039 would temporarily expand the allowable use of REET 2 revenues to include the planning, acquisition, construction, reconstruction, repair replacement, rehabilitation, or improvement of unincorporated county roads and bridges in response to damages resulting from an emergency proclaimed by the Executive. This temporary allowance would expire on March 31, 2027.

If adopted, the Executive intends to reallocate an unspecified amount of REET 2 revenues approved in the 2026-2027 budget to fund Roads related storm recovery projects. According to the Executive, the total amount to be reallocated is being deliberated as part of the 1<sup>st</sup> Omnibus which is expected to be transmitted to Council in early April.

**Roads Quick Response Program.** The Roads Quick Response Program allows Roads to respond to emerging needs that require immediate attention, including emergency repairs associated with storm damage or other infrastructure deterioration or damage, unanticipated pedestrian or vehicle needs, or other emerging issues. According to the Executive:

<sup>3</sup> King County Roads Funding Needs Presentation February 2026 ([link](#))

<sup>4</sup> [King County Executive Proposed 2026-2027 Biennial Budget](#) (See Roads CIP Financial Plans Pages 437 & 442)

Prior to the storm the quick response project balance was about \$7 million. This appropriation was expected to cover unplanned road and bridge work during the 2026-2027 biennium.

Roads leveraged the quick response appropriation authority to address the needs of the Baring Temporary Bridge and Edgewick repairs following the December 2025 flood event. Given the scale of the damage incurred during the storm, Roads drew down the quick response budget much more quickly than expected.

If REET is allocated to cover the urgent needs of the Baring Temporary Bridge and Edgewick repairs, this will allow Roads to restore the original quick response budget for the upcoming biennium. Without it, there is insufficient balance (under \$1 million) to address any big (or multiple small) quick response work in 2026-2027 and roads/bridges will be closed if repairs cannot be made.

**Current REET 2 Appropriations.** The 2026-2027 biennial budget appropriated \$17.9 million in REET 2 revenues. Approximately \$3 million was allocated to fund ongoing debt service for the Parks central maintenance facility, while the remaining \$14.9 million was allocated to support various projects in the Parks capital program.<sup>5</sup>

**Impact to Parks Projects from REET 2 Reallocation.** According to the Executive, the Parks project(s) which may see REET 2 revenues diverted are being deliberated as part of the 1<sup>st</sup> Omnibus. Therefore, it is unclear at this time which projects may be impacted and to what extent. It is a policy choice for the Council to utilize REET 2 monies to supplement the Roads capital program.

### **INVITED**

- Aaron Rubardt, Chief Budget Officer, King County Office of the Executive

### **ATTACHMENTS**

1. Proposed Ordinance 2026-0039
2. Transmittal Letter
3. Fiscal Note

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<sup>5</sup> [King County adopted 2026-2027 biennial budget](#) (See Page 550)



**KING COUNTY**  
**Signature Report**

ATTACHMENT 1  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Ordinance**

**Proposed No.** 2026-0039.1

**Sponsors** Dembowski

1 AN ORDINANCE relating to the real estate excise tax,  
2 number 2 fund; and amending Ordinance 12076, Section  
3 27, as amended, and K.C.C. 4A.200.590 and Ordinance  
4 10455, Sections 1, 3, 4, as amended, and K.C.C.  
5 4A.510.120.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Ordinance 12076, Section 27, as amended, and K.C.C. 4A.200.590  
8 are hereby amended to read as follows:

9 A. ~~((†))~~ There is hereby created the real estate excise tax, number 2 fund.

10 B. The fund shall be a first tier fund. It is a capital projects fund.

11 C. The budget lead in the executive's office shall be the manager of the fund.

12 D. All receipts from K.C.C. ~~((4.32.012))~~ 4A.510.120 shall be deposited in the  
13 fund.

14 E. The fund may only be used:

15 1. ~~((†))~~ For the planning, construction, reconstruction, repair, rehabilitation or  
16 improvement of parks located in or providing a benefit and open to residents of the  
17 unincorporated area of King County; or

18 2. For the planning, acquisition, construction, reconstruction, repair,  
19 replacement, rehabilitation, or improvement of roads and bridges in the unincorporated  
20 area of King County necessary to respond to, or mitigate damages resulting from, an

21 emergency proclaimed by the county executive. The uses specified in this subsection E.2.  
22 expire March 31, 2027.

23 SECTION 2. Ordinance 10455, Sections 1, 3, 4, as amended, and K.C.C.  
24 4A.510.120 are hereby amended to read as follows:

25 There is hereby levied and there shall be collected by King County on each sale of  
26 real property situated in unincorporated King County an additional tax equal to one  
27 quarter of one percent of the selling price. The proceeds of the tax imposed by this  
28 section shall be credited to the real estate excise tax, number 2 fund and may only be  
29 used:

30 A. ((~~F~~))For the planning, construction, reconstruction, repair, rehabilitation or  
31 improvement of parks located in or providing a benefit and open to residents of the  
32 unincorporated area of King County; or

33 B. For the planning, acquisition, construction, reconstruction, repair,  
34 replacement, rehabilitation, or improvement of roads and bridges in the unincorporated  
35 area of King County necessary to respond to, or mitigate damages resulting from, an

- 36 emergency as proclaimed by the county executive. The uses specified in this subsection  
37 B. expire March 31, 2027.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Girmay Zahilay, County Executive

**Attachments:** None



## King County

### Girmay Zahilay

King County Executive

401 Fifth Avenue, Suite 800  
Seattle, WA 98104

**206-296-9600** Fax 206-296-0194

TTY Relay: 711

[www.kingcounty.gov](http://www.kingcounty.gov)

February 25, 2026

The Honorable Sarah Perry  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Perry

This letter transmits a proposed Ordinance which would amend King County Code and Ordinances 12076 and 10455 for allowable uses of the Real Estate Excise Tax (REET) 2 to temporarily include roads capital projects stemming from an emergency as proclaimed by the Executive.

The December 2025 flood event caused extensive damage to our county roads and bridges system. The full fiscal impact of the damage is still being assessed. The impacted roads and bridges serve critical functions for residents living in unincorporated King County, as well as all County residents. As you know, Roads is facing a funding crisis, and these repairs cannot wait until a sustainable solution is reached.

This proposed Ordinance would expand the allowable uses for REET 2 to include Roads emergency response capital projects until March 31, 2027. The proposed Ordinance does not alter the use of REET 2 for Parks projects. I plan to propose corresponding budget adjustments to allocate REET to Roads in the 1<sup>st</sup> Omnibus.

Thank you for your consideration of this proposed Ordinance. The amended language will allow the County to rapidly address the transportation and access issues created by the flood event.

If your staff have questions, please contact Aaron Rubardt, Chief Budget Officer, Office of the Executive at 206-263-9715.

The Honorable Sarah Perry

February 25, 2026

Page 2

Sincerely,



Girmay Zahilay

King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Sierra Howlett-Brown, Policy Director, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Aaron Rubardt, Chief Budget Officer, Office of the Executive

**2026-2027 FISCAL NOTE**

Ordinance/Motion: 2026-XXXXX  
 Title: Amending allowable uses for Real Estate Excise Tax 2 to include Roads emergency response.  
 Affected Agency and/or Agencies: Office of the Executive  
 Note Prepared By: Elka Peterson Horner, Office of the Executive  
 Date Prepared: February 13, 2026  
 Note Reviewed By: Bonnie Fluckinger, Office of the Executive  
 Date Reviewed: February 25, 2026

**Description of request:**

The proposed ordinance would expand the allowable uses of Real Estate Excise Tax (REET) 2 to include Roads capital projects resulting from emergency events as proclaimed by the Executive. The proposed ordinance would not change existing allowable uses of REET 2.

**Revenue to:**

Agency	Fund Code	Revenue Source	2026-2027	2028-2029	2030-2031
Office of the Executive	3682	REET 2	0	0	0
TOTAL			0	0	0

**Expenditures from:**

Agency	Fund Code	Department	2026-2027	2028-2029	2030-2031
Office of the Executive	3682	EXEC	0	0	0
TOTAL			0	0	0

**Expenditures by Categories**

	2026-2027	2028-2029	2030-2031
TOTAL	0	0	0

**Does this legislation require a budget supplemental? No**

Notes and Assumptions:

- This proposed ordinance would change the allowable uses. It does not make any changes to project budgets.