



Port of Seattle Regular Commission Meeting

January 13, 2026



COMMISSION REGULAR MEETING AGENDA

January 13, 2026

To be held virtually via MS Teams and in person at Port of Seattle Headquarters Building, Commission Chambers, located at 2711 Alaskan Way, Seattle Washington. You may view the full meeting live at meetings.portseattle.org. To listen live, call in at +1 (206) 800-4046 or (833) 209-2690 and Conference ID 612 491 130#

ORDER OF BUSINESS

10:30 a.m.

1. CALL TO ORDER

2. **EXECUTIVE SESSION** – if necessary, pursuant to RCW 42.30.110 (executive sessions are not open to the public)

► 12:00 p.m. – PUBLIC SESSION

Reconvene or Call to Order and Pledge of Allegiance

3. **APPROVAL OF THE AGENDA** (at this time, commissioners may reorder, add, or remove items from the agenda)

4. SPECIAL ORDERS OF THE DAY

4a. Order Adopting the Commission Slate of Officers for 2026. **(Order enclosed)**

5. EXECUTIVE DIRECTOR'S REPORT

6. COMMITTEE REPORTS

7. **PUBLIC COMMENT** – procedures available online at <https://www.portseattle.org/page/public-comment-port-commission-meetings>

During the regular order of business, those wishing to provide public comment (in accordance with the Commission's bylaws) on Commission agenda items or on topics related to the conduct of Port business will have the opportunity to:

1) Deliver public comment via email: All written comments received by email to commission-public-records@portseattle.org will be distributed to commissioners and attached to the approved minutes. Written comments are accepted three days prior to the meeting and before 9 a.m. on the day of the meeting. Late written comments received after the meeting, but no later than the day following the meeting, will be included as part of the meeting record.

2) Deliver public comment via phone or Microsoft Teams conference: To take advantage of this option, please email commission-public-records@portseattle.org with your name and agenda item or topic related to the conduct of Port business you wish to speak to by 9:00 a.m. PT on Tuesday, January 13, 2026. **(Please be advised that public comment is limited to agenda items and topics related to the conduct of Port business only.)** You will then be provided with instructions and a link to join the Teams meeting.

3) Deliver public comment in person by signing up to speak on your arrival to the physical meeting location: To take advantage of this option, please arrive at least 15 minutes prior to the start of any regular

meeting to sign-up on the public comment sheet available at the entrance to the meeting room to speak on agenda items and topics related to the conduct of Port business.

For additional information, please contact commission-public-records@portseattle.org.

8. CONSENT AGENDA (consent agenda items are adopted by one motion without discussion)

8a. Approval of the Regular Meeting Minutes of December 9, 2025 and Special Meeting Minutes of December 10, 2025. **(no enclosure)**

8b. Monthly Notification of Prior Executive Director Delegation Actions December 2025. **(memo enclosed)** – For Information Only.

8c. Authorization for the Executive Director to Proceed with the Enterprise Asset Management System Upgrade Project; to Use Vendor Services and Port Staff for Implementation; and to Execute a Contract for Up to Four Years for Software Hosting Services and Maintenance Fees Estimated at \$1,300,000, and the Requested Amount for Project Implementation in the Amount of \$1,200,000. (CIP #C801383) **(memo enclosed)**

8d. Authorization for the Executive Director to Execute an Agreement with the Seattle Tacoma Airline Consortium (STAC) for Exit Lane Staffing Reimbursement for the Years 2026 and 2027, in an Amount Not-to-Exceed \$10,000,000. **(memo and agreement enclosed)**

8e. Authorization for the Executive Director to Enter into a Memorandum of Understanding with the Seattle Building and Construction Trades Council and the Western States Regional Council of Carpenters to Make Apprentices Working on Port Projects Under a Project Labor Agreement Eligible to Participate in the Port of Seattle's Employee Assistance Program at No Cost to the Apprentice or their Employer. **(memo and agreement enclosed)**

8f. Authorization for the Executive Director to Execute a Proposed Partial Settlement Agreement with the Washington State Department of Ecology. **(memo enclosed)**

10. NEW BUSINESS

11. PRESENTATIONS AND STAFF REPORTS

11a. 2024 Flight Corridor Management Project Briefing. **(memo and presentation enclosed)**

11b. 2026 Federal Legislative Agenda Briefing. **(memo and presentation enclosed)**

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

13. ADJOURNMENT

ORDER NO. 2026-01

AN ORDER OF THE PORT OF SEATTLE COMMISSION

... electing the slate of officers for the Port of Seattle
Commission for calendar year 2026.

**PROPOSED
JANUARY 13, 2026**

TEXT OF THE ORDER

The Port of Seattle Commission hereby elects the following Slate of Officers for 2026. All terms expire December 31, 2026, pursuant to commission bylaws.

- President Ryan Calkins, for the terms January 1, 2026 to December 31, 2026; and
- Vice President Fred Felleman, January 1, 2026 to December 31, 2026; and
- Secretary Sam Cho, January 1, 2026 to December 31, 2026.

STATEMENT IN SUPPORT OF THE ORDER

At the first meeting of each calendar year, the Commission elects a President, Vice-president, and Secretary, whose terms run from the date of election until the end of the calendar year (Bylaws, Article III, Sections 2 and 3). The duties of the President, Vice-president, and Secretary are described in the Commission's Bylaws and Rules of Procedure in Article III, Sections 5, 6, and 7, respectively.

The individuals listed above have agreed to perform the duties of their respective proposed offices in 2026, have acknowledged the principle that public service is a public trust, have executed annual transparency pledges, and recognize that all officers serve at the pleasure of the Port of Seattle Commission.



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APPROVED MINUTES COMMISSION REGULAR MEETING

December 9, 2025

The Port of Seattle Commission met in a regular meeting Tuesday, December 9, 2025. The meeting was held at the Port of Seattle Headquarters Building Commission Chambers, located at 2711 Alaska Way, Seattle Washington, and virtually on Microsoft Teams. All Commissioners were present.

1. CALL to ORDER

The meeting was convened at 10:30 a.m. by Commission Vice-President Ryan Calkins.

2. EXECUTIVE SESSION pursuant to RCW 42.30.110

The public meeting recessed into executive session to discuss three items regarding Litigation/Potential Litigation/Legal Risk per RCW 42.30.110(1)(i) for approximately 60 minutes, with the intention of reconvening the public session at 12:00 p.m. Following the executive session, the public meeting reconvened at 12:14 p.m. Commission President Hasegawa led the flag salute.

3. APPROVAL of the AGENDA

The agenda was approved as amended, with Agenda Items 8f and 8g addressed separately.

4. SPECIAL ORDERS OF THE DAY

There were no Special Orders of the Day presented.

5. EXECUTIVE DIRECTOR'S REPORT

Executive Director Metruck previewed items on the day's agenda; made general and meeting-related announcements; and further spoke regarding challenges and accomplishments in 2025.

Commission President Hasegawa provided her year-end closing presidential comments at this time, as well speaking to the challenges undertaken and the successes realized in 2025.

6. COMMITTEE REPORTS

Committee Strategic Advisor Erica Chung provided the report.

Highline Forum

Commissioner Cho chaired the sixth and final Highline Forum meeting of 2025 on November 19, 2025. The forum received an update from the host city, SeaTac Mayor Mohamed Egal and City Manager Jonathan Young, who shared their work and priorities including human services, the development of their new Civic Campus, and working with the Port to protect North SeaTac Park. The Forum then received the WSDOT SR 509 update from Construction Manager Andrey Chepel and Program Manager John White on the opening of Stage 1, and construction progress of Stage 2, of the Puget Sound Gateway. The entire project is expected to be completed in 2028. Further, an update on Sound Transit's Federal Way Link Extension was provided by Executive Project Director Linneth Riley-Hall and Director of Government Relations for South King County Katie Drewel. They spoke to the ribbon-cutting and start of service of the Federal Way Link Extension on Saturday, December 6, 2025. The forum further received updates on local transportation projects from attending members; and separately, received an update on the StART forum from Capital Delivery Director Clare Gallagher. The briefing regarding StART discussed the Sustainable Airport Master Plan NEPA determination and upcoming SEPA process; update on the Part 150 Noise and Land Use Compatibility Study regarding the noise exposure maps and public outreach; and noted the discussion, input, and work being done to finalize the 2026 state and federal policy priorities for StART.

Audit Committee

The Audit Committee met on December 4, 2025, with Commissioner Calkins presiding, Commissioner Felleman standing in for Commissioner Mohamed, and Public Member Sarah Holmstrom in attendance. The Committee received reports from Baker Tilly (formerly Moss Adams) regarding the 2025 Entrance Audit and from the Office of the Washington State Auditor to receive the Accountability Audit Results for 2024. The Committee further heard from R.L. Townsend and Associates regarding the Construction Audit Services Annual Report. Director Fernandes provided an overview of the status of the 2025 Audit Plan and discussed the audits recommended for the 2026 Audit Plan. Members of the Committee voted to approve the 2026 Audit Plan. Information regarding performance audits on the Terminal 91 Berths 6 and 8 project, as well as the Recovery Effort for Data Integrity in Maritime, was provided; as was information related to Limited Contract Compliance reviews for Sun's Inc., and the Yarrow Group, LLC.

7. PUBLIC COMMENT

- The following people spoke in support of Agenda Item 8f, regarding shore power: Anthony Auriemma, Carnival Corporation and Sally Andrews, Cruise Lines International Association.
- The following person spoke regarding Agenda Items 8f and 8g; thanked the Port for considering the utilization of Watts Marine at P91 and encouraged the Port to consider Watts Marine for the project at T18; spoke to continued failures with shore power at T5 and the need to address the

failures while building out T18; and further commended the Port for defending industrial lands in 2025: Matt Ventoza, ILWU Local 19.

- In lieu of spoken comment, written comments asking the Port what its plan is with respect to preserving North SeaTac Park were submitted by: Lisa McGinty; Carla McLean; Colleen Hinton, Andrea O’Ferrall; Rob Bent; and Clare Parfitt.

[Clerk’s Note: All written comments are combined and attached here as Exhibit A.]

8. CONSENT AGENDA

[Clerk’s Note: Items on the Consent Agenda are not individually discussed. Commissioners may remove items for separate discussion and vote when approving the agenda.]

8a. Approval of the Regular Meeting Minutes of November 18, 2025.

8b. Monthly Notification of Prior Executive Director Delegation Actions November 2025.

Request document(s) included an agenda memorandum for information only.

8c. Authorization for the Executive Director to Advertise, Award, and Execute a Major Works Construction Contract and Related Project Change Orders, Amendments, Work Authorizations, Purchases, Contracts; to Take Other Actions Necessary to Support and Deliver the Boiler Room Upgrades Project Within the Approved Budget; and to Utilize Port of Seattle Crews to Support Design and Construction Activities in the Requested Amount of \$3,320,000, for an Estimated Total Project Cost Not-to-Exceed \$4,839,000. (CIP #C801230)

Request document(s) included an agenda memorandum and presentation.

8d. Authorization for the Executive Director to Enter Into and to Execute an Interlocal Agreement for Intergroup Common Issues Among and Between the Northwest Seaport Alliance and the Port of Tacoma and the Port of Seattle.

Request document(s) included an agenda memorandum and agreement.

8e. Authorization for the Executive Director to Execute a New Project Labor Agreement for FAA-Funded Projects Between the Port of Seattle and the Seattle/King County Building and Construction Trades Council, and Western States Regional Council of Carpenters, Covering the Period from August 20, 2025, through December 31, 2028.

Request document(s) included an agenda memorandum and agreement.

~~8f. Authorization for the Executive Director to Execute Purchase Agreements with Princess Cruises (East Berth) and Holland America Line (West Berth) for Ownership of the Legacy Shore Power Equipment at Smith Cove Cruise Terminal at Pier 91, in the Requested Amount of \$3,600,000, and to Incorporate T91 Equipment into the Watts Maintenance Agreement.~~

~~Request document(s) included an agenda memorandum, waiver, and presentation.~~

~~8g. Authorization for the Executive Director to Approve Funding to Execute a Post-Validation Amendment to the Alternative Public Works Progressive Design Build Contract, MC-0322060, for the T91/P66 Cruise Shore Power Extension Project to Further Advance Design and Complete the Development and Negotiation of a Guaranteed Maximum Price, in the Requested Amount of \$5,000,000, for a Total Project Authorization of \$15,450,000, and a Total Estimated Project Cost of \$48,665,000. (CIP #C801983)~~

~~Request document(s) included an agenda memorandum and presentation.~~

8h. Authorization for the Executive Director to Enter a Memorandum of Understanding with Each Labor Organization Whose Port Employed Members Have Chosen the Airport's Parking Garage as Their Designated Work Location Parking Area, Extending the Provisional Pay Pilot Program for One Year Under the Same Terms as Applied to Non-Represented Employees.

Request document(s) included an agenda memorandum.

8i. Authorization to Execute Settlement Agreement for Recovery of Cleanups Costs at Terminal 91.

Request document(s) included an agenda memorandum.

8j. Authorization to Execute a Settlement Agreement to Resolve Litigation.

Request document(s) included an agenda memorandum.

The motion for approval of consent agenda items 8a, 8b, 8c, 8d, 8e, 8h, 8i, and 8j carried by the following vote:

In favor: Cho, Felleman, Hasegawa (3)

Opposed: (0)

¹ Items 8f and 8g were removed from the Consent Agenda and addressed separately below.

ITEMS REMOVED FROM THE CONSENT AGENDA

- 8f. Authorization for the Executive Director to Execute Purchase Agreements with Princess Cruises (East Berth) and Holland America Line (West Berth) for Ownership of the Legacy Shore Power Equipment at Smith Cove Cruise Terminal at Pier 91, in the Requested Amount of \$3,600,000, and to Incorporate T91 Equipment into the Watts Maintenance Agreement.**

Request document(s) included an agenda memorandum, waiver, and presentation.

- 8g. Authorization for the Executive Director to Approve Funding to Execute a Post-Validation Amendment to the Alternative Public Works Progressive Design Build Contract, MC-0322060, for the T91/P66 Cruise Shore Power Extension Project to Further Advance Design and Complete the Development and Negotiation of a Guaranteed Maximum Price, in the Requested Amount of \$5,000,000, for a Total Project Authorization of \$15,450,000, and a Total Estimated Project Cost of \$48,665,000. (CIP #C801983)**

Presenter(s):

Stephanie Jones Stebbins, Managing Director of Maritime

Request document(s) included an agenda memorandum and presentation.

Clerk Hart read Items 8f and 8g into the record and Executive Director Metruck introduced the items.

Discussion ensued regarding:

- taking ownership of the shore power equipment;
- the need for a more flexible configuration to accommodate vessels;
- asking for additional design funds for the T91/P66 Cruise Shore Power Extension Project;
- key part of overall commitment to decarbonization;
- profits to the Port through making these investments.

Commissioner Felleman spoke to the significant investments being made to service all vessels with shore power; spoke to the work of Watts Marine; and referenced the Port's dashboard to see how often these assets are utilized and the level of greenhouse gas emissions averted. Commissioner Felleman stated that he hopes there can be an annual presentation to see the investments being made and the outcomes of these investments.

The motion, to approve Agenda Items 8f and 8g, made by Commissioner Felleman, carried by the following vote:

In favor: Cho, Felleman, and Hasegawa (3)

Opposed: (0)

9. UNFINISHED BUSINESS

There was no unfinished business presented.

10. NEW BUSINESS

10a. Introduction and Adoption of Resolution No. 3842: A Resolution Authorizing the Executive Director to Sell and Convey Port Personal Property in 2026 in Accordance with RCW 53.08.090, with a Value Not Greater Than \$23,340 and Repealing Resolution No. 3832, Dealing with the Same Subject. (Adopted requested on the same day as Introduction.)

Requested document(s) included an agenda memorandum and resolution.

Presenter(s):

Lisa Lam, Director, Accounting and Financial Reporting
Diana Benson, Assistant Director General Accounting, AFR General Accounting

Clerk Hart read Item 10a into the record. Executive Director Metruck introduced the item.

Director of Accounting and Financial Reporting Lisa Lam overviewed the purpose and action of the resolution.

Members of the Commission noted their appreciation for the Port surplus program.

(Commissioner Calkins arrived at 12:57 p.m.)

The motion, made by Commissioner Cho, to adopt Resolution Nos. 3842, carried by the following vote:

In favor: Calkins, Cho, Felleman, and Hasegawa (4)

Opposed: (0)

10b. Introduction and Adoption of Resolution No. 3843, a Resolution Repealing and Replacing Resolution No. 3476 and Amending Exhibit B to Resolution No. 3748, the Port of Seattle Statement of Investment Policy. (Adopted requested on the same day as Introduction.)

Requested document(s) included an agenda memorandum, resolution, Exhibit B, and presentation.

Presenter(s):

Diane Campbell, Treasury Manager, Finance and Budget

Clerk Hart read Item 10b into the record and Executive Director Metruck introduced the item.

The presentation addressed the need to make technical updates to two Port finance resolutions, with the first updating Resolution No. 3476 to the title of 'Chief Financial Officer' as the appointed Port Treasurer and the second resolution providing the same update for the Port's Statement of Investment Policy Exhibit B.

Members of the Commission expressed their appreciation for the administrative updates.

**The motion, made by Commissioner Calkins, carried by the following vote:
In favor: Calkins, Cho, Felleman, and Hasegawa (4)
Opposed: (0)**

10c. 2026 State Legislative Agenda Briefing and Action.

Requested document(s) included an agenda memorandum and presentation.

Presenter(s):

John Flanagan, Senior State Government Relations Manager, External Relations
Nick Streuli, Contract Lobbyist

Clerk Hart read Item 10c into the record and Executive Director Metruck introduced the item.

The presentation addressed priority legislative items including tourism; childcare access; a statewide economic development strategy; Innovation Zones; preservation of industrial lands; a statewide trade strategy; the Sustainable Airport Master Plan; Aviation Fuel Tax; sustainable aviation fuel; shared policy priorities with the SEA Stakeholder Advisory Round Table forum; sustainable maritime fuel and maritime emissions; port electrification and shore power; statewide vessel construction strategy; Blue School Initiative; commercial pump-out funding; revenue and funding for major transportation projects; regional green economy; siting clean energy, renewables and transmission; mitigation banking; environmental justice; clean buildings performance standards; property tax reform; public records act artificial intelligence; Port Commissioners and PERS; and healthcare.

(Commissioner Mohamed arrived at 1:33 p.m.)

Discussion ensued regarding:

- the possibility of automated no parking enforcement for the shoulder zone of the airport drive, as well as asking for an exemption for Washington State Patrol to provide that automated enforcement;
- ship building within the state;
- impediments to maintaining public lands and standing with agencies tasked with stewarding the land;
- support of a tourism legislation;
- building a pump-out station for scrubber discharge;
- encouraging public participation with Public Employees' Retirement System access for future Port Commissioners;
- exploring the authority to issue ORCA cards for SEA workers and identifying a state legislative partner to sponsor a bill;
- siting of a second international airport and the need for a Puget Sound champion in this regard;
- identifying new sources of revenue;
- HB 1569 and giving the public a chance to revisit tax exemptions;
- activity generated by FIFA World Cup events coming to Seattle and the use of drug interdiction funds to address trafficking;
- removing the sunset clause from legislation that would prevent automation at ports;

- supporting legislation for family access to employee retirement benefits in cases where an employee has lost their life under extreme circumstances while near their retirement date; and
- the probability of a special legislative session in 2026.

The motion, made by Commissioner Cho, carried by the following vote:

In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)

Opposed: (0)

11. PRESENTATIONS AND STAFF REPORTS

11a. 2025 Internal Audit Annual Report.

Presentation document(s) included an agenda memorandum and presentation.

Presenter(s):

Glenn Fernandes, Director, Internal Audit

Clerk Hart read Item 11a into the record and Executive Director Metruck introduced the item.

The presentation addressed:

- the composition of the Audit Committee in 2025;
- the Internal Audit management structure at the Port;
- key initiative undertaken in 2025;
- status of the 2025 Audit Plan;
- performance audits completed;
- capital/construction audits completed;
- information technology audits completed; and
- audit strategy in 2026.

Discussion ensued regarding:

- the Commission's appreciation to Audit Committee members for their service and to staff for the dedication of public resources stewardship; and
- the goal of auditing to limit waste, fraud and abuse and addressing layers of process and inefficiencies.

Commissioner Felleman stated, in relation to auditing in 2026, that T5 shore power continues to be an issue and spoke regarding Commissioner involvement in the TBCD process.

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

Members of the Commission thanked Commission President Hasegawa for her leadership in the face of change and challenges in 2025. Discussion ensued regarding challenges undertaken, the position of the Port as a community and global leader, and the work and dedication of staff in providing peak performance.

Commission President Hasegawa spoke, and made the following referral to the Equity and Workforce Development Committee:

With respect to the Sustainable Airport Master Plan and changes in the NEPA process – for staff to work on providing the Committee with an analysis of the incremental impacts identified in the NEPA process that were called ‘non-significant’ in order to better understand what those increments are and to plan for an engagement strategy with communities to better understand how growth will benefit, or burden, them. Also to be analyzed are transportation impacts with respect to how those impacts are intended to be mitigated. Some questions would include: (1) How will the Port make investments to support its communities without a robust equity-based analysis? (2) What investments would workers like to see and how do they travel? (3) What investments will help alleviate the burden of growth? (4) As we continue to grow, how do we ensure that those benefits and the burden of growth are understood at a community level and activated at a government level?

No objection to the Referral to Committee was heard.

13. ADJOURNMENT

The meeting adjourned at 2:29 p.m.

Prepared:

Attest:

Michelle M. Hart, Commission Clerk

Sam Cho, Commission Secretary

Minutes approved: January 13, 2026



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**APPROVED MINUTES
COMMISSION SPECIAL MEETING**

December 10, 2025

The Port of Seattle Commission met in a special meeting per RCW 42.30.080 on December 10, 2025. The meeting was held at the World Trade Center Building, 4th Floor, located at 2200 Alaskan Way Ste 410, Seattle, WA 98121. All Commissioners were in attendance with the exception of Commissioner Hasegawa, who was excused from attendance.

1. CALL to ORDER

The meeting was convened at 9:00 a.m. by Commission Vice-President Ryan Calkins for the purpose of conducting an Executive Session per 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment for approximately 150 minutes.

2. ITEM OF BUSINESS

The meeting recessed into Executive Session at 9:05 a.m. No action was taken.

3. ADJOURNMENT

The meeting adjourned at 11:30 a.m.

Prepared:

Attest:

Michelle M. Hart, Commission Clerk

Sam Cho, Commission Secretary

Minutes approved: January 13, 2026



COMMISSION
AGENDA MEMORANDUM
FOR INFORMATION ONLY

Item No. 8b
Date of Meeting January 13, 2026

DATE: December 31, 2025
TO: Stephen P. Metruck, Executive Director
FROM: Karen R. Goon, Deputy Executive Director

SUBJECT: Monthly Notification of Prior Executive Director Delegation Actions December 2025

APPROVAL SUMMARY

Notification of the following Executive Director delegated approvals that occurred in December 2025.

Category of Approval	Request#	Description of Approvals December 2025	Category Amount
Projects & Associated Contracts	2462-2025	2025 SEA Cruise and 3rd Floor GT Waiting Area Seating Replacement	\$700,000.00
Projects & Associated Contracts	2471-2025	T91 Cruise Bldg High Bay Lighting Replacement - Full Project Funding	\$425,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2482-2025	Translation and Interpretation Services	\$450,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2475-2025	Website Accessibility Analysis and Testing Software Contract Authorization	\$450,000.00
Real Property Agreements	N/A	No Approvals in December	\$0.00
Utilization of Port Crews	N/A	No Approvals in December	\$0.00
Sale of Surplus Port Property	N/A	No Approvals in December	\$0.00
Total Value of Executive Director Approvals			\$2,025,000.00

Meeting Date: January 13, 2026

TRANSPARENCY:

In approving the delegations for the Executive Director, the Commission requested that staff ensure transparency as it is paramount moving forward. As a result, staff will make approvals visible to the public in two ways. First, these types of approvals will be made visible in public Commission meetings via monthly reporting similar to this one. This approval is both timed and designed to be visible in a similar manner to the monthly Claims and Obligations reporting. Second, staff will publish these delegations to the web by publishing them in a PeopleSoft formatted report on the Port website in the same manner that all procurements, contracts, and other opportunities are made available to public communities.

BACKGROUND:

On January 24, 2023, the Commission approved and adopted Resolution No. 3810 that repealed related prior resolutions and increased the previously delegated Commission authority to the Executive Director and provided clarity in process directives to port staff. The approval made the Delegation of Responsibility and Authority to the Executive Director (DORA) effective on April 3, 2023, and the approvals made by the Executive Director for the month of April are identified in the table above.

The foundation for Resolution No. 3810 included significant data analysis, employee surveys, and internal audit recommendation. Resolution No. 3810 also aligns with the Port Century Agenda in that it helps make the Port a more effective public agency. Many considerations and checks and balances have been built into the associated processes of Executive Director approvals including a high bar of transparency.

Following significant analysis and multiple Commission reviews, the Commission approved the DORA on January 24, 2023. That reporting memo is available for review on the Port website under the January 24, 2023, Commission public meeting, and it provides detailed reasoning and explanation of Resolution No. 3810.

**COMMISSION
AGENDA MEMORANDUM**

Item No.

8c

ACTION ITEM

Date of Meeting

January 13, 2026

DATE: December 2, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Mike Tasker, Director Aviation Maintenance
Delmas Whittaker, Chief Operating Officer Maritime
Matt Breed, Chief Information Officer

SUBJECT: Enterprise Asset Management System Upgrade (CIP #C801383)

Amount of this project request:	\$1,200,000
Total estimated project cost:	\$1,200,000
Four-year hosting services agreement:	\$1,300,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to 1) proceed with the Enterprise Asset Management System Upgrade project; 2) use vendor services and Port staff for implementation; and 3) execute a contract for up to four years for software hosting services and maintenance fees estimated at \$1,300,000. The amount requested for project implementation under this authorization is \$1,200,000.

EXECUTIVE SUMMARY

The Port of Seattle Aviation Maintenance (AVM) and Marine Maintenance (MM) teams use IBM Maximo Enterprise Asset Management (EAM) System to track and manage assets, parts inventories, work orders and incidents. It was last updated in 2019. IBM published support for our current Maximo version 7.6.1.1 ended in September 2025; we continue to receive support because we've been planning and preparing for a software upgrade. The required operating system version and database will also be unsupported within the next year. This project will provide a technical upgrade to the current offering of Maximo, which is an updated platform called Maximo Application Suite (MAS), v9.1. It will also move the software to a cloud hosted and managed environment. The project is for a technical upgrade keeping application changes to a minimum. It sets up the Port for additional projects that will take advantage of the updated platform providing enhanced functionality, e.g., implementing a Transportation module. The project will help ensure high availability and security of the maintenance management software solution critical to many operations across the Port.

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Information and Communication Technology (ICT), AVM, MM, Information Security, and Accounting & Financial Reporting (AFR) resources will be utilized along with vendor services to complete this project estimated at \$1,200,000. Recurring software license and maintenance costs are budgeted within the ICT Department operating budget and unchanged by this project. Future software-as-a-service subscription fees and management costs are estimated at \$325,000 annually and will be budgeted by ICT.

JUSTIFICATION

The upgrade of Maximo 7.6.1.1 to MAS 9.1 will help ensure the availability, reliability and security of a system critical to Port maintenance operations. Specific benefits include:

- Improves the security and compliance exposure of remaining with a legacy system.
- Removes end of support risks of losing security patches and bug fixes, losing technical support and increased cyber threat vulnerability.
- Provides modern future-ready architecture, enhanced user experience and modular licensing model that provides flexible access as needs evolve.

Diversity in Contracting

Project staff will work with the Diversity in Contracting Department to determine if a direct women-and-minority-owned business enterprise (WMBE) aspirational goal should be assigned.

DETAILS***Scope of Work***

- (1) Upgrade IBM Maximo 7.6.1.1 to MAS 9.1.
- (2) Clean-up data integrity issues and clear legacy ICT data.
- (3) Create new cloud hosted environment and move the existing application to the new environment using a copy of the database, then upgrade to MAS 9.1.
- (4) The current system integrations will also be updated, and all integrations and configurations will be tested to confirm functionality.
- (5) In parallel with the upgrade activities, site configuration changes will be made to address the challenges of having duplication of data across core functions for the fleet teams.

Schedule

Commission authorization	2026 Quarter 1
Project start	2026 Quarter 1
In-use date	2027 Quarter 1

Meeting Date: January 13, 2026

Cost Breakdown

This Request

Total Project

Vendor services	\$730,000	\$730,000
Port labor	\$470,000	\$470,000
Total	\$1,200,000	\$1,200,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED**Alternative 1** – Postpone the upgrade to MAS 9.1.Cost Implications: \$0Pros:

- (1) Capital and operating dollars are available for other projects.

Cons:

- (1) Extended support for the current Maximo environment would result in higher support and operational costs.
- (2) Adds significant cybersecurity risk.
- (3) Further delays new functionality and continued enhancements that support the Port's Century Agenda goal to "be a highly effective public agency."

This is not the recommended alternative.

Alternative 2 – Proceed with the MAS 9.1 upgrade deployed in a fully managed cloud environment.Cost Implications: \$1,200,000 Capital Project; \$1,300,000 Additional Hosting Costs over 4 yearsPros:

- (1) Removes end of support risks of losing security patches and bug fixes, losing technical support and an increased threat vulnerability.
- (2) Provides modern future-ready architecture, enhanced user experience, and a modular licensing model that provide flexible access as needs evolve.
- (3) Sets up the maintenance teams for future improvements for fleet, Satellite Transit System (STS), scheduling tools and mobility.

Cons:

- (1) Capital and operating dollars aren't available for other projects.
- (2) Change management considerations for the hundreds of Port users will necessitate frequent communication and well-thought-out training.

This is the recommended alternative.

Meeting Date: January 13, 2026

FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$1,600,000	\$0	\$1,600,000
AUTHORIZATION			
Previous authorizations	\$0	\$0	\$0
Current request for authorization	\$1,200,000	\$1,300,000	\$2,500,000
Total authorizations, including this request	\$1,200,000	\$1,300,000	\$2,500,000
Remaining amount to be authorized	\$0	\$0	\$0

Annual Budget Status and Source of Funds

This project, CIP C801383 – Enterprise Asset Management System Upgrade, is included in the 2026–2030 Capital Budget and Plan of Finance with an allocated budget of \$1,600,000. With our new project estimate of \$1,200,000, \$400,000 can be reallocated or saved. The project will be funded by a combination of the Airport Development Fund (81.3%) and the General Fund (18.7%).

Financial Analysis and Summary

Project cost for analysis	\$1,200,000
Business Unit (BU)	Admin
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.01 in 2028

Future Revenues and Expenses (Total cost of ownership)

Average annual cloud hosting and management costs of approximately \$325,000 will be budgeted within the ICT operating budget. Total system maintenance costs—including licenses, maintenance fees, and recurring Port labor—are not expected to change because of this project.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

**COMMISSION
AGENDA MEMORANDUM**

Item No.

8d

ACTION ITEM

Date of Meeting

January 13, 2026

DATE : December 5, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Darryl McKinney, Asst. Director, Aviation Security

SUBJECT: 2026-2027 STAC Reimbursement Memorandum

Amount of this request for 2026 and 2027 not-to-exceed: \$10,000,000

ACTION REQUESTED

Authorization for the Executive Director to execute an agreement with the Seattle Tacoma Airline Consortium (STAC) for exit lane staffing reimbursement for two years. 2026 costs are not to exceed \$4,600,000. We anticipate 2027 costs to increase by approximately 5% totaling \$4,830,000. Regardless of the increase, the total two-year cost is not to exceed \$10,000,000.

EXECUTIVE SUMMARY

Due to locally hosted special events, an increase in international flights, a projected record number of passengers, and federal budget cuts, the TSA has requested continued assistance with exit lane staffing for 2026 and 2027 at Seattle-Tacoma International Airport. The operational risks of not providing this assistance include passenger processing delays at security checkpoints and increased congestion throughout the terminal, which would also add security risk. This request allows the TSA to focus on opening all available screening lanes needed for maximum passenger throughput while STAC provides the personnel to staff exit lanes.

JUSTIFICATION

This contract is in the best interest of the Port, STAC, the airlines and other users of the airport, including the traveling public, to avoid congestion and delays at the security checkpoints.

Diversity in Contracting

Not applicable, the Port will not contract services.

Meeting Date: January 13, 2026

DETAILS

Scope of Work

STAC agrees to provide the TSA with personnel to staff, and shall staff, the A Concourse exit lane (adjacent to checkpoint 2) and the C Concourse Exit Lane (adjacent to checkpoint 4) at the airport. The Port agrees to reimburse STAC for the cost per the terms of this agreement.

Schedule

Agreement shall commence on January 15, 2026 through December 31, 2027.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Discontinue staffing the passenger exit lanes at the airport. Ending this support could negatively impact airport operations, lead to increased security and safety concerns, and disrupt air travel causing travel delays for our customers and airlines.

Cost Implications: This will save up to \$10,000,000 for STAC through 2027.

Pros:

- (1) None for the Port

Cons:

- (1) Potential Safety and Security concerns
- (2) Customer Service concerns for our tenants and the traveling public
- (3) Potential delays and disruption to air travel

This is not the recommended alternative.

Alternative 2 – Starting on January 15, 2026, begin reimbursing STAC for staffing the exit lanes at the airport utilizing approved sub-contractors according to the terms of the Memorandum of Agreement (MOU) between the Port and STAC.

Cost Implications: Not to exceed \$10,000,000 through December 31, 2027

Pros:

- (1) This allows the TSA to ensure appropriate staffing at the checkpoints, helping to minimize congestion.
- (2) Allows TSA to focus on the checkpoints and on the safety and security of traveling public.

Cons:

- (1) None for the Port.

This is the recommended alternative.

Meeting Date: January 13, 2026

FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$0	\$10,000,000	\$10,000,000
AUTHORIZATION			
Previous authorizations	0	0	0
Current request for authorization	0	0	0
Total authorizations, including this request	0	\$4,600,000	\$4,600,000
Remaining amount to be authorized	\$0	Up to \$5,400,000	Up to \$5,400,000

Annual Budget Status and Source of Funds

STAC for exit lane staffing reimbursement was included in the approved 2026 operating expense budget. The funding source would be the Airport Development Fund. The expenses would be recovered through airline rates and charges. The cost per enplanement for 2026 is \$0.17. The 2027 cost per enplanement is TBD.

Future Revenues and Expenses (Total cost of ownership)

Not applicable

ADDITIONAL BACKGROUND

STAC use their combined resources to purchase or hire common needs, for example fuel or interline baggage (bags delivered from one airline to another for connections). STAC has determined that exit lane staffing is a common need and has agreed to coordinate the staffing. The total spend through December 2027 is not to exceed \$10,000,000.

ATTACHMENTS TO THIS REQUEST

- (1) Memorandum of Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

March 11, 2025– The Commission authorized \$3,500,000

April 2, 2024 – The Commission authorized \$2,600,000

June 8, 2023 – Executive Delegation Authorization Request for TSA Exit Lane Staffing Support
\$1,300,000

October 13, 2022 – The Commission authorized \$235,000

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement"), dated as of January 15, 2026 ("Effective Date"), is made by and between the Port of Seattle, a Washington municipal corporation ("Port"), that owns, and operates the Seattle-Tacoma International Airport ("Airport") and Seattle-Tacoma Airline Consortium, LLC, a Washington limited liability company ("STAC").

RECITALS

WHEREAS, the United States Transportation Security Administration ("TSA") is responsible for the security of and staffing enforcement personnel at the Airport's security checkpoints and exit lanes ("Exit Lanes"), including preventing access via the Exit Lanes into the sterile area of the Airport;

WHEREAS, due to unprecedented personnel shortages, TSA has advised the Port and STAC that staffing the Exit Lanes with TSA personnel will require reduced staffing of security checkpoints at the Airport, causing potential congestion and passenger processing delays at the security checkpoints;

WHEREAS, in connection with the above, particularly during the summer season when the Airport experiences its largest volume of passengers, TSA has requested that STAC provide personnel to staff certain of the Exit Lanes and to assist TSA in divesting and revesting passengers at certain security checkpoints, as further described below;

WHEREAS, it is in the best interests of the Port, STAC, and all airlines and other users utilizing the Airport, including the traveling public, to avoid congestion and delays at the security check points, while also allowing TSA to ensure appropriate staffing of the Exit Lanes and security checkpoints through the assistance of STAC;

WHEREAS, in connection with providing such personnel to TSA to staff the Exit Lanes and security checkpoints, STAC has requested reimbursement for the cost of providing such personnel from the Port; and

NOW, THEREFORE, in consideration of the promises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Port and STAC, agree as follows:

1. General. Commencing on January 15, 2026, 2026 ("Work Start Date"), STAC agrees to provide TSA with personnel to staff, and shall staff, (a) the Concourse A Exit Lane (adjacent to checkpoint 2) and the Concourse C Exit Lane (adjacent to checkpoint 4) at the Airport, as indicated on Exhibit A hereto (together, the "Covered Exit Lanes") and (b) to assist TSA with divesting passengers (assist passengers with break-down of their items pre-security) and revesting passengers (assist passengers with collection and retaking possession of their items post-security) at designated security checkpoints (the "Designated Checkpoint Locations" and, together with the Covered Exit Lanes, the "Covered Locations"), through the duration of this Agreement. STAC shall provide minimum staffing levels to meet the coverage levels in this Section 1 consisting of an agreed upon number of agents and shifts to ensure appropriate coverage without exceeding the Port's obligation to reimburse as set forth in Section 5 b herein.

The parties acknowledge and agree that STAC will provide the personnel to staff the Covered Locations as described in this Agreement through a subcontract with VIP Hospitality LLC (VIP) or another qualified subcontractor (each a "STAC Subcontractor" and, collectively, the "STAC Subcontractors"). STAC may appoint up to two different STAC Subcontractors for performance of this Agreement (which may or may not include VIP). TSA shall approve in writing (with copy to the Port) each utilized STAC Subcontractor

2. Responsibilities of STAC. With respect to providing the staffing as described in Section 1 above (the "Personnel"), STAC shall perform in accordance with the following:

a. STAC, through STAC Subcontractor(s), shall provide TSA with properly vetted, badged and credentialed Personnel to staff the Covered Locations in accordance with this Agreement.

b. STAC shall at all times comply (and shall ensure that STAC Subcontractor(s) and all Personnel comply) with all requirements and directives of TSA in STAC's performance of the Exit Lane staffing and related obligations described herein, including all considerations for required staffing, placement, alarm response, special circumstances, breach protocols, and safety guidelines.

c. Without limitation to the provisions of Section 2.b above, STAC shall ensure during the duration of this Agreement during the time periods staffed by Personnel as required under Section 1 above (1) that Personnel are assigned and in place in full accordance with TSA's requirements and directives; (2) that the Covered Exit Lanes are never left unattended; and (3) that no one enters the sterile area of the Airport through the Covered Exit Lanes.

d. STAC will ensure Personnel will be assigned to and provide divesting / revesting assistance at Designated Checkpoint Locations, as designated by TSA with the Port's concurrence. While performing divesting and revesting duties, STAC shall ensure that such Personnel are always under the direct supervision of TSA transportation security officers.

e. STAC shall ensure that all Personnel are furnished with proper equipment (uniforms, radios, etc.) to perform their duties safely, efficiently and continuously as described herein.

f. STAC will be reimbursed for its costs in providing the Personnel for the duration of this Agreement, pursuant and subject to the provisions of Section 5 below.

3. Duration. This Agreement shall commence as of the Effective Date and shall continue through 11:59 pm, December 31, 2027, subject to the provisions of Section 9 below.

4. Security Protocols, Procedures and Training. STAC warrants and represents to the Port that TSA, using TSA certified trainers, shall provide prior to the Work Start Date (or before assignment to Covered Locations, shall provide) STAC, STAC Subcontractor(s) and all Personnel with all mandatory and/or necessary training, assigned duties, standards, procedures and protocols for staffing the Exit Gates in full accordance with TSA's regulatory and operational requirements. The foregoing training shall include required procedures and standards for full compliance with Sensitive Security Information (SSI) regulatory requirements and, as applicable, full compliance with the Airport's TSA-approved security program, as from time to time updated. STAC further warrants and represents to the Port that any new or additional Personnel will also be trained and certified in accordance with the foregoing sentence prior to any Covered Location staffing assignments and that training and certification shall be updated regularly for all Exit Lane Personnel, in accordance with TSA requirements.

5. Cost Reimbursement; Maximum Port Obligation.

a. STAC shall invoice the Port for the actual costs charged by STAC Subcontractor(s) to STAC (without markup) for the Personnel provided by STAC Subcontractor(s) as described in this Agreement, plus any applicable sales tax on such charges. These invoices will be provided to the Port no later than twenty (20) calendar days after the end of the calendar month in which the Personnel staff the Covered Locations. The Port shall review the charges and discuss/resolve any discrepancies with STAC within ten (10) business days of receipt of such invoice. Once both parties agree on the charges, the Port will remit payment for the agreed charges under this Section 5 to STAC via automated clearing house (ACH) transfer within thirty (30) business days following the date of invoice.

b. Notwithstanding the provisions of Section 5.a above, in no case shall the Port's obligation to reimburse STAC for the costs of providing the Personnel as described herein exceed the

amount of \$4,300,000.00 through December 31, 2026. For avoidance of doubt, the maximum obligation of the Port to reimburse STAC for the Personnel to provide the services described in Section 1 above for the calendar year 2026 shall be \$4,300,000.00, regardless of the total costs incurred by STAC in providing Personnel through expiration of the term of this Agreement. From January 1, 2027 through remainder of the Agreement, the amount the Port shall be obligated to reimburse shall be agreed upon between the parties and is anticipated to increase by approximately five percent (5%) from the entire calendar year 2026 budget of \$4,600,000.00. An exhibit shall be added to this Agreement prior to January 1, 2027 to document the agreed upon amount; however, at no time shall the total amount under this Agreement for the total duration of the Agreement exceed \$10,000,000.00.

6. Compliance with Laws. Without limitation to any other provision herein, in providing the Personnel as described in Section 2 above, STAC agrees to comply, and shall cause each STAC Subcontractor to comply, with all applicable rules and regulations of the Port, whether now in existence or hereafter promulgated, pertaining to the Premises, including, without limitation, the Seattle-Tacoma International Airport Rules and Regulations and Sea-Tac Airport Tariff, as currently in effect and as from time to time updated, amended or modified in the Port's sole and absolute discretion. STAC further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to airport security. STAC also shall, at its sole cost and expense, obtain any and all certification, permits, licenses, and approvals that may be required in order to make lawful the activities by STAC and each STAC Subcontractor at the Airport in performing the operations described herein.

7. Indemnification. STAC shall indemnify, defend and hold harmless the Port and its officers, directors, and employees (the "Port Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages and expenses which may be incurred by, charged to or recovered from any of the foregoing (a) arising in whole or part out of STAC's operations at the Airport and/or in connection with any of STAC's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of STAC or its officers, partners, employees, agents, contractors or subcontractors (including, without limitation, each STAC Subcontractor), regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense was proximately caused solely by the negligence of the Port Parties; and/or (b) arising out of the failure of STAC to keep, observe or perform any of its obligations under this Agreement. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. Any final judgment rendered against the Port for any cause for which STAC is liable hereunder shall be conclusive against STAC as to liability and amount upon the expiration of the time for appeal therefrom. STAC expressly agrees that its duty to defend and indemnify the Port includes negligent acts, which are concurrent, contributory, or both by the Port, resulting in said damage or injury. STAC also agrees that the foregoing indemnity specifically covers actions brought by its own employees and those of STAC Subcontractor(s), including without limitation, the Personnel, and thus STAC expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity.

8. Insurance.

a. General Liability Insurance. STAC shall obtain and keep in force a commercial general liability policy of insurance, written on ISO Form CG 00 01 10 01 (or equivalent), that protects STAC and the Port Parties, as additional insureds using ISO Form 20 26 (either 11 85 or 07 04 revision) or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of STAC's activities and operations at the Airport, and specifically including the action/inaction of any STAC personnel, agent, licensee or invitee. Such insurance shall be on occurrence basis providing single limit coverage in an amount not less than \$5 Million per occurrence and \$5 Million in the annual aggregate. The policy shall contain a minimum \$100,000 sub-limit that covers damage to premises rented or licensed to STAC, including fire damage. The policy shall be endorsed to make the STAC's insurance primary and non-contributory to any insurance the Port may carry. The policy shall be endorsed with a waiver of subrogation or waiver of the transfer of the rights of recovery in favor of the

Port Parties. On or before the Effective Date, STAC shall provide the Port with a copy of the additional insured endorsement and other endorsements that validates the coverage requirements of this section.

b. Automobile Liability Insurance. STAC shall obtain and keep in force a commercial automobile liability policy of insurance, written on ISO Form CA 00 01 07 97 (or equivalent), covering claims for bodily injury and property damage based upon, involving or arising out of motor vehicle operations on or about the Premises and all areas appurtenant thereto. Such insurance shall cover any "Auto" (i.e., owned, hired and non-owned) and shall be on an occurrence basis providing a combined single limit coverage in an amount not less than \$1 Million per occurrence. Note: This does not apply to employees of STAC who are parking at the STIA and then walking to their reporting station.

c. Insurance Companies. Insurance required hereunder shall be in companies duly licensed to transact business in the State of Washington and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'IX' or better, as set forth in the most current issue of "Best's Insurance Guide."

d. Deductibles. No insurance required herein shall contain a deductible or self-insured retention in excess of \$100,000 without the prior written consent of the Port. STAC shall be solely responsible for the payment of any deductible amount under any policies of insurance required to be carried by STAC pursuant to this Section 6.

e. Cancellation/Non-Renewal. The insurances STAC is required to maintain pursuant to this Agreement shall remain current and in good standing at all times this Agreement remains in effect, commencing as of the Effective Date. The Port shall receive documentation annually to include a certificate of insurance and any applicable endorsements to validate the insurance required herein has been purchased and is compliant with the requirements of this Agreement within 10 (ten) days of each insurance renewal. Should any insurance required herein be terminated, cancelled, or not renewed, the STAC will have five (5) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal notice STAC receives from their insurer(s).

f. Evidence of Insurance. Within five (5) business days following the Effective Date, STAC shall deliver, or cause to be delivered, to the Port, certificates of insurance, additional insured endorsements, waivers of subrogation and any other documentation or endorsement that provides evidence of the existence and amounts of such insurance, the inclusion of the Port as an insured as required by this Agreement, and the amounts of all deductibles and/or self-insured retentions. Upon request by the Port, STAC shall deliver or cause to be delivered to the Port, certified copies of the policies of insurance that STAC has purchased in order for the Port to verify insurance coverage, limits, and endorsements or view any exclusions to the STAC's insurance policies.

g. Subcontractors. STAC shall cause each STAC Subcontractor to purchase and maintain insurance of the type specified under this Agreement and cause each subcontractor to include the Port Parties as additional insureds as described in this Section 8. When requested by the Port, STAC shall furnish copies of certificates of insurance coverage for each subcontract.

a. No Limitation of Liability. The limits of insurance required by this Agreement or as carried by STAC shall not limit the liability of STAC nor relieve STAC of any obligation hereunder.

b. Waiver of Subrogation. Without affecting any other rights or remedies, STAC (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port Parties (whether in contract or in tort) on account of any loss or damage occasioned to STAC arising out of or incident to the perils required to be insured against under this Agreement. Accordingly, STAC shall cause each insurance policy required by this Agreement to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

9. Termination.

a. The Port may terminate this Agreement prior to its expiration by providing ten (10) days written notice to STAC.

b. The parties acknowledge that TSA may elect to resume staffing of any of the Covered Locations using TSA's own personnel in lieu of Personnel at any point during the duration of this Agreement, should staffing needs change or to comply with any security or other regulatory requirements or otherwise in the exercise of TSA's regulatory prerogative. If TSA elects to so resume staffing pursuant to the foregoing sentence, either the Port or STAC may terminate this Agreement upon forty-eight (48) hours written notice to the other party.

c. In the event this Agreement is terminated pursuant to the terms hereof, the Port will reimburse STAC for its costs in staffing the Covered Locations, as set forth in Section 5 above, through the last date STAC provides such staffing prior to the effective date of termination.

10. Assignment; Subcontracting. STAC shall not assign this Agreement or any of its rights and privileges hereunder, or subcontract (other than with the STAC Subcontractor(s)) for the performance of any of the work or personnel to be provided by it hereunder, without the Port's prior written approval, which approval may be granted or withheld by the Port in the Port's sole discretion.

11. Federal Nondiscrimination Regulations.

a. STAC agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. If STAC transfers its obligation to another, the transferee is obligated in the same manner as STAC. This provision obligates STAC for the period during which the property is owned, used or possessed by STAC and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

b. During the performance of this Agreement and to the extent applicable, STAC, for itself, its assignees, and successors in interest agrees as follows.

(1) STAC will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(2) STAC, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Agreements of equipment. STAC will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(3) In all solicitations, either by competitive bidding, or negotiation made by STAC for work to be performed under a subcontract, including procurements of materials, or Agreements of equipment, each potential subcontractor or supplier will be notified by STAC of STAC's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(4) STAC will provide all reasonably requested information and reports required by applicable Laws and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of STAC is in the exclusive possession of another who fails or refuses to furnish the information, STAC will so certify to the Port or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) In the event of STAC's noncompliance with the nondiscrimination provisions of this contract, the Port will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

(6) STAC will include the provisions of paragraphs 11.b(1) through 11.b(6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. STAC will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if STAC becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, STAC may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, STAC may request the United States to enter into the litigation to protect the interests of the United States.

(7) Title VI List of Pertinent Nondiscrimination Acts and Authorities.
During the performance of this Agreement, STAC, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

(b) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

(c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(e) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

(i) The FAA's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, STAC must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits STAC from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

c. Affirmative Action. STAC assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. STAC assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. STAC assures that it will require that its covered sub organizations provide assurances to STAC that they will require assurances from their sub organizations, if required by 14 CFR Part 152, Subpart E, to the same effect.

12. Miscellaneous.

a. Governing Law. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of, the State of Washington.

b. No Waiver. No waiver of default of any of the terms, covenants and conditions of this Agreement to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions of this Agreement to be performed, kept and observed by the other party.

c. Time. Time is expressed to be the essence of this Agreement.

d. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

e. No Joint Venture. STAC is not authorized to act as the Port's agent hereunder and shall have no obligation to the Port, express or implied, to act for or bind Port hereunder and nothing contained in this Agreement shall be deemed or construed by the Port or STAC or by any third party to create the relationship of partnership or of joint venture. It is expressly agreed that the parties to this Agreement are not, in any way or for any purpose, partners and therefore do not assume any responsibilities for one another.

f. Agreements with the United States. The terms of this Agreement are subject and subordinate to (a) the provisions of any agreement between the Port and the United States, including without limitation the terms of any "Sponsor's Grant Assurances" or like agreement, required to obtain federal grant funds or other benefits for the airport and (b) any bond covenants of the Port. STAC shall consent to any modification to the terms of this Agreement that is required to comply with the Port's obligations under such agreements or bond covenants or if required as a condition of the Port's entry into such agreements or bond covenants.

g. Attorneys' Fees. In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall pay all of the prevailing party's reasonable costs and reasonable attorneys' fees as determined by the court. In the event the Port or STAC is represented by in-house attorneys in such action, such attorneys' fees shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle; provided, however, that with respect to the Port's use of in-house counsel, STAC shall only be required to pay to the Port the difference between the total attorneys' fees owed by STAC and the amount direct billed to the Port by its in-house counsel.

h. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations in this Agreement shall extend to and bind the legal representatives, successors, and assigns of each party to this Agreement.

i. Entire Agreement; Modification. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Port and STAC, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Port or STAC, concerning the subject matter hereof, other than as set forth in this Agreement. No subsequent amendment, change or addition to this Agreement shall be binding upon any party hereto unless in writing and signed by both the Port and STAC.

j. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This Agreement may be accepted and signed in electronic form (e.g., by a physically signed document, scanned and transmitted via electronic mail) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Further, each party shall, upon the request of the other party, promptly provide the requesting party, via United States mail or overnight courier, an originally executed copy of the executed document that it signed in electronic form.

SIGNATURE PAGE FOLLOWS

MEMORANDUM OF AGREEMENT- signature page

Seattle-Tacoma Airline Consortium, LLC

Signature

By: _____

Its: _____

Port of Seattle

Signature

By: Stephen P. Metruck

Its: Executive Director



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8e

ACTION ITEM

Date of Meeting January 13, 2026

DATE: December 10, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Greg Gauthier, Labor Relations Manager

SUBJECT: Memorandum of Understanding (MOU) regarding providing the Port's Employee Assistance Program to Apprentices working on Port Projects under the PLA

ACTION REQUESTED

Request Commission authorization for the Executive Director to enter into an MOU with the Seattle Building and Construction Trades Council and the Western States Regional Council of Carpenters that will make apprentices working on Port projects under a Project Labor Agreement, eligible, to participate in the Port of Seattle's Employee Assistance Program at no cost to the apprentice or their employer.

EXECUTIVE SUMMARY

In an effort to reduce possible barriers to craft apprentices working on a Port project under a PLA, including, but not limited to, accessing resources relative to childcare, the Port will provide them with the same Port sponsored Employee Assistance Program (EAP) available to Port employees.

DETAILS

The Estimated Annual Cost is: \$17,169.60¹ (\$1.96 per month per employee).

The Port's Construction Services team will be responsible for sharing this new benefit with the eligible apprentices.

ATTACHMENTS TO THIS REQUEST

- (1) Memorandum of Understanding

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

December 10, 2024, Item 8q: Authorization for the Executive Director to Execute a New Project Labor Agreement between the Port of Seattle and the Seattle County Building Trades Council, and Western States Regional Council of Carpenters

¹ Currently 730 Apprentices * \$1.96 per month per employee for EAP * 12 months = \$17,169.60

MEMORANDUM OF UNDERSTANDING

The Port of Seattle, Seattle-King County Building & Construction Trades Council and Western States Regional Council of Carpenters are parties to a Project Labor Agreement ("Agreement") dated December 10, 2024. The Parties agree to revise Article 11 APPRENTICESHIP UTILIZATION of that Agreement as follows:

Apprentices working on Port projects under the PLA shall be eligible for participation in the Port of Seattle's Employee Assistant Program (EAP) at no cost to the apprentice or their employer. Eligibility and participation of apprentices shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that terms or content of the EAP plan itself, plan administration or any determination made under the plan shall not be subject to the Grievance Procedure or to any other Provision of this Agreement or to negotiation by the Unions.

This change is effective immediately. All other articles and sections of the Agreement are unchanged and remain in full force and operation.

ENTERED INTO THIS 10th day of November, 2025.


PORT OF SEATTLE:

Signature: _____
Stephen P. Metruck, Executive Director

Date: _____

FOR THE UNIONS:

Seattle Building & Construction Trades Council, AFL-CIO

Signature: 
Monty Anderson, Executive Secretary

Date: 12-03-25

Western States Regional Council Carpenters

Signature: Antonio Acosta
Antonio Acosta, Regional Manager (01 PST)

Date: 12/03/2025

**COMMISSION
AGENDA MEMORANDUM**

Item No.

8f

ACTION ITEM

Date of Meeting

January 13, 2026

DATE: January 6, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Elizabeth C. Black, Deputy General Counsel

SUBJECT: Settlement Agreement with Department of Ecology

Amount of this request:

N/A

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a proposed partial settlement agreement (“Agreement”) with the Washington State Department of Ecology (“Ecology”) resolving certain issues related to the administrative appeal of Ecology’s 2025 industrial stormwater general permit.

EXECUTIVE SUMMARY

On December 2, 2024, Ecology issued the 2025 Industrial Stormwater General Permit (ISGP or “Permit”), effective January 1, 2025. Various parties including Port of Seattle, Port of Tacoma, and Northwest Seaport Alliance (“NWSA”) (collectively, “the Ports”) appealed various aspects of the Permit to the Pollution Control Hearings Board.

Over the last year, counsel for the Ports, other appellants, and Ecology have engaged in settlement discussions relating to many of the issues that were subject to appeal. The proposed Agreement would resolve certain issues without the need for the additional time or expense of litigation, including clarifying ambiguous language in the Permit, revising certain deadlines, and addressing requirements for facilities with multiple drainage basins. The Agreement does not affect the remaining issues raised in the appeal.

This matter was further discussed in privileged attorney-client communications. There are no attachments to this memo.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

January 6, 2026 – NWSA Managing Members approved the Agreement for NWSA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 11a

BRIEFING ITEM

Date of Meeting January 13, 2026

DATE: December 22, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Sabin Mudaliar, Acting Director, Airport Operations
Eileen Francisco, Director, Aviation Project Management
Clare Gallagher, Director, Capital Project Delivery/External Relations

SUBJECT: 2024 Flight Corridor Management Project Briefing

EXECUTIVE SUMMARY

The 2024 Flight Corridor Management Project (2024 FCMP) is intended to remove existing and anticipated obstructions consisting primarily of trees around Seattle-Tacoma International Airport (Airport); replant trees of compatible species, in appropriate locations; and establish access agreements with agencies to perform obstruction management and prevent establishment of future obstructions.

SEA operates under several federal and state regulations and requirements to ensure safe operating conditions which include the removal of obstructions. Rigorous environmental management practices will be implemented to minimize environmental impacts including following the Ports tree replacement standards; and comply with applicable tree replacement standards in surrounding jurisdictions for obstructions located outside the Airport Activity Area (AAA). Replanting and revegetation will occur on-site where trees are removed or at nearby off-site properties. Staff will work with the local jurisdictions on any site-specific mitigations. For this five-year project, 197 trees were identified as obstructions. Of those, 158 are on Port property, 39 on public agency properties and none on private property.

To support effective communication and transparency with communities affected by the 2024 FCMP, a comprehensive outreach and communication plan for those areas has been implemented and communications will continue throughout the obstruction removal periods. This project will also look to maintain mitigation sites and replace trees that did not survive from prior replanting efforts.

DETAILS

Purpose:

The Flight Corridor Management Program is an ongoing safety program that, approximately every five years, evaluates and mitigates obstructions in the vicinity of the airport.

Meeting Date: January 13, 2026

Scope of work for this authorization includes:

- (1) Obstruction Removal
- (2) Site Treatment
- (3) Obstruction Replacement
- (4) Site specific mitigations in conjunction with the local jurisdictions
- (5) Monitoring & Maintenance
- (6) Outreach and Communication

Justification:

SEA operates under several federal and state regulations and requirements to ensure safe operating conditions which include the removal of obstructions. These regulations and requirements include:

1. Federal Requirements for Airport Operators to Control Obstructions

- Federal Aviation Regulation (FAR) Part 77, “Safe, Efficient Use, and Preservation of the Navigable Airspace”
- FAR Part 139, “Certification of Airports”
- Advisory Circular (AC) AC 150/5300.13B, “Airport Design”
- Grant Assurance 20, “Hazard Removal and Mitigation”
- Grant Assurance 21, “Compatible Land Use”

2. State Requirements for Airport Operators to Control Obstructions

- RCW 14.12.020, “Airport hazards contrary to public interest”
- RCW 14.08.030, “Acquisition of property and easements—Eminent domain—
- Encroachments prohibited”

ADDITIONAL BACKGROUND

As part of previous efforts, the Port completed an aerial obstruction analysis for the 2019 FCMP to identify the number of obstructions. In response to community feedback, Commission guidance and consultation with the FAA, the Port used revised criteria in 2018 to identify obstructions that had the most direct impact to safe and efficient aircraft operations. Once all obstructions were verified by site visits, the removal and replacement work began in 2020. All removal and replanting work were completed in 2022. Tree replacement sites on Port property were also completed and were subject to a 5-year performance monitoring and maintenance period for tree survival and invasive species cover.

In total, 978 trees were removed in the previous projects. The majority were on Port property (789) with the remaining on Washington Department of Transportation (WSDOT) right-of-way (102), other public properties (47) and private properties (40). On Port property, the Port replanted at a 4:1 ratio, including invasive vegetation clearing to prepare sites for planting. For other public properties, the Port paid each entity in-lieu fees for replanting at the ratio specified by city code. For private properties, the Port offered to replace trees either on-site or on Port property up to a four to one ratio.

Meeting Date: January 13, 2026

The Port coordinated directly with all public and private property owners on scopes of work specific to their properties and on permanent easements on the properties where there is potential that additional trees may require removal in the future. The easement values were determined by an appraiser in accordance with applicable standards for determining fair market value.

Environmental best management practices are an integral part of the Flight Corridor Management Program’s overall design, leaving vegetation barriers near buildings and streets, planting low growing native varietals that will not become future obstructions, and removing and controlling invasive species.

ATTACHMENTS TO THIS BRIEFING

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

October 30, 2025 – Flight Corridor Management Program Briefing for Commissioner Felleman.

September 18, 2025 - Flight Corridor Management Program Briefing for Commissioner Calkins.

November 19, 2024 – The Commission authorized (1) design and contract development for the Flight Corridor Safety Project – 2024; (2) negotiate and obtain easements as the permanent approach for obstruction management; and (3) pay fees to the Washington State Department of Transportation (WSDOT) and/or local jurisdictions for them to perform replanting for obstructions identified to be removed from their properties.

July 26, 2022 – The Commission authorized (1) advertise and execute a professional Service Agreement for technical expertise (2) complete aerial obstruction data collection, field verification, and obstruction data analysis (3) conduct an environmental review, and (2) execute agreements with public agencies as needed.

April 29, 2022 – The Commission Aviation Committee was briefed on the Flight Corridor Safety Program; program accomplishments and status; and upcoming request for Commission authorization for the 2024 project in June 2022.

March 24, 2020 – Commission authorized adoption of Port of Seattle Resolution No. 3771, providing for the acquisition of certain real property interests, authorizing negotiation or condemnation and directing other actions consistent with the program and aviation safety.

Meeting Date: January 13, 2026

February 25, 2020 – Introduction of Port of Seattle Resolution No. 3771, providing for the acquisition of certain real property interests, authorizing negotiation or condemnation and directing other actions consistent with the program and aviation safety.

January 28, 2020 – The Commission authorized to (1) use existing job order contracts for removal of current and future flight path obstructions from non-port properties and associated replanting of replacement trees; (2) advertise and execute construction contracts for replanting of replacement trees; (3) pay fees to the Washington State Department of Transportation (WSDOT) and local jurisdictions to perform replanting for certain obstructions removed from their properties; (4) execute agreements with public agency and private property owners as needed for purposes of obstruction management; and (5) acquire those property rights reasonably necessary for obstruction management and preventing future creation or establishment of airport hazards.

November 14, 2017 – The Commission authorized to (1) increase the project budget for the Flight Corridor Safety Program – Phase 1 by \$2,600,000 for a new total of \$5,806,000 (2) execute change order(s) in excess of \$300,000 as necessary to complete the tree removal work and (3) advertise and execute a major works construction contract to remove invasive species and complete revegetation for Flight Corridor Safety Program Phase 1 at Seattle-Tacoma International Airport.

February 28, 2017 – The Commission authorized to prepare environmental, design and contract bid documents for the Flight Corridor Safety Program now-combined Phase 2 and Phase 3 at Seattle-Tacoma International Airport.

August 9, 2016 – The Commission authorized advertisement and execute a major works construction contract for the Flight Corridor Safety Program Phase 1.

February 9, 2016 – The Commission authorized design, advertise and execute a major works construction contract for the 2016 Flight Corridor Safety Obstruction Management Project at Seattle-Tacoma International Airport.

November 24, 2015 – Flight Corridor Safety Obstruction Management Briefing.

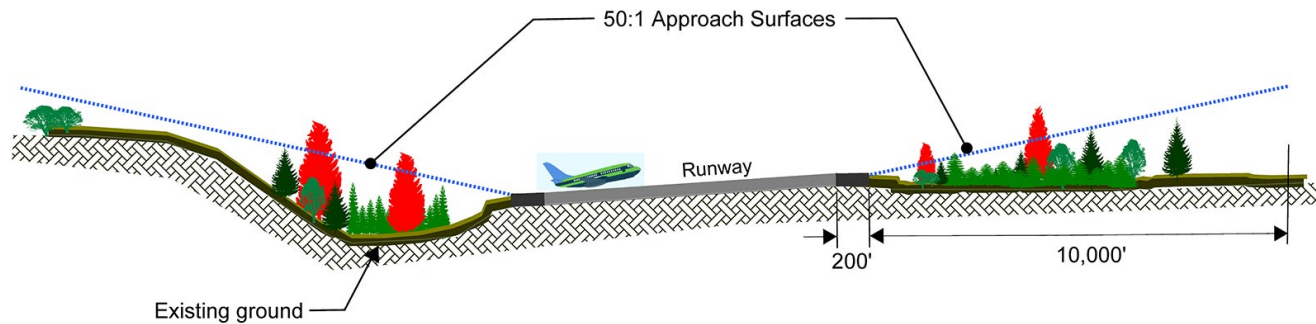
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2024 Flight Corridor Management Program - Briefing

Seattle-Tacoma International Airport (SEA)



Flight Corridor Safety Program - Purpose



The FAA requires the Port of Seattle to ensure there are no obstructions on or around SEA that could affect flight safety.

Washington State law declares that the creation or establishment of airport hazards is a “public nuisance”.

Flight Corridor Management Program - Overview

- An ongoing program to remove obstructions (generally, trees) around SEA to maintain safety during takeoffs and landings and replant in their place, native, lower height trees.
- The Port has already replanted in excess of 12,000 trees as part of the overall program.
- Obstructions either are penetrating SEA's airspace or are expected, within approximately the next five years.
- 2024 Project identified 197 Obstructions.
- Program is updated every five years, and the next analysis will be conducted in 2029.



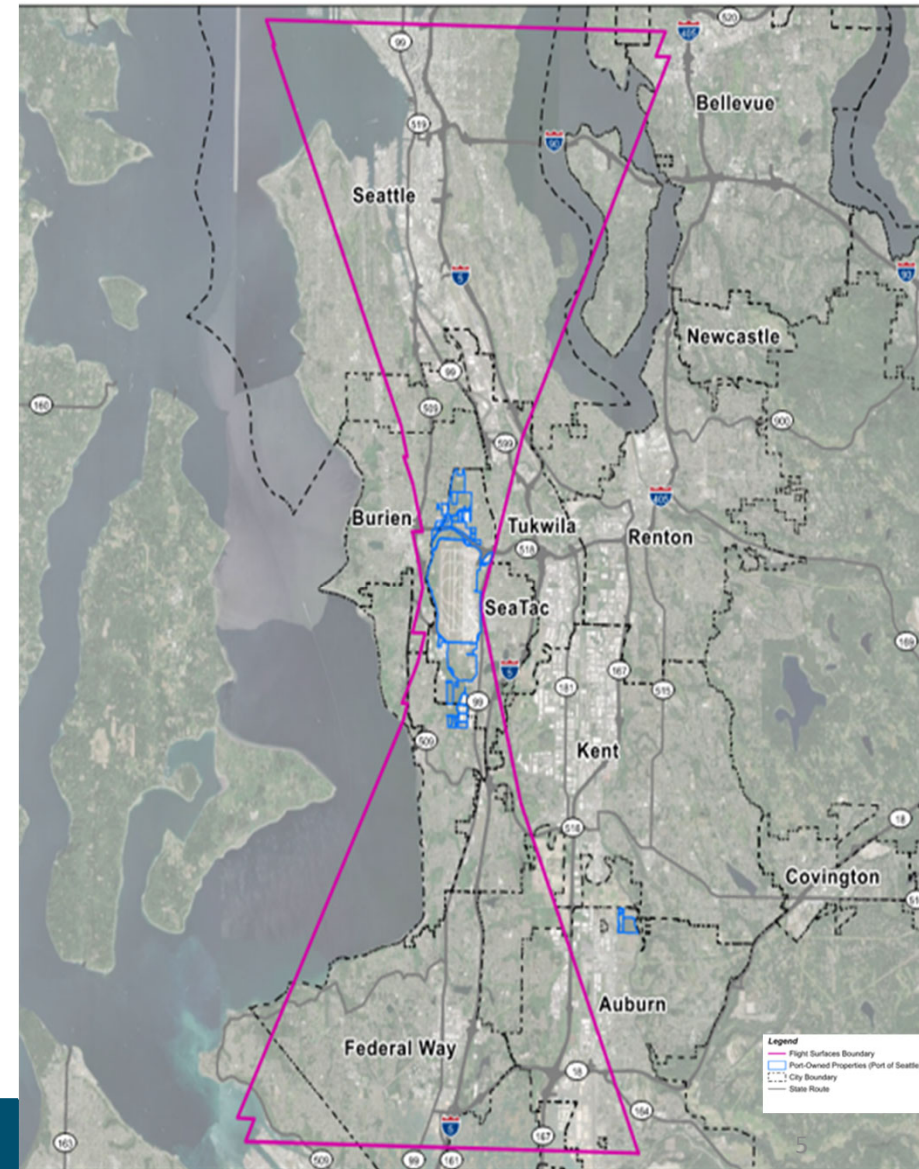
Environmental Commitment

- State Environmental Policy Act (SEPA) is complete.
- Port jurisdiction, apply SEA tree replacement policy directive (4:1 functional replacement) for Port jurisdiction.
- For City jurisdictions, apply City replacement standards, including Port property in city jurisdiction.
- City standards typically require on-site replacement and/or in-lieu fee. Replacement ratios vary.
- Utilize best management practices to minimize environmental impacts.



FCMP Survey Boundaries

Boundaries are determined by taking FAA safety of flight surfaces to determine the outer limits and elevation limits.



Obstruction Identification Process

Step 1. Identify FAA defined flight surfaces

Step 2. Create a model of identified surfaces

Step 3. Data Collection & Evaluation

- Aerial photogrammetry used to overlay images with flight surfaces to create a 3D model.
- Pinpoints current and future obstructions (within the next 5 years).
- Field evaluation performed to confirm obstructions.
- Confirm obstruction height, ground elevation, tree size, tree species, location, property owner.

2024 Flight Corridor Management Program

Tree Removal and Estimated Replacement

Property Ownership/ Jurisdiction	Obstruction Trees Removed	Trees Removed Incidental to Construction	Total Trees Removed	Tree Replacement Standard	Estimated Replacement quantities	
					Replacement	In-Lieu
Port Property / Port jurisdiction	153	0	153	Port's Tree Replacement Policy Directive* 4:1 functional replacement	612 replacement credits (334 tree plantings)	Not applicable
Burien Property/ Burien Jurisdiction	5	1	6	Per City of Burien's requirements 3:1 replacement	9 tree plantings	AND 9 trees In-lieu fee
SeaTac Parks Property/ SeaTac jurisdiction	34	10 to 15	44 to 49	Per City of SeaTac standards for Parks, ~6:1 replacement	204 tree plantings	OR 204 trees In-lieu fee
Port Property / SeaTac jurisdiction	5	0	5	Per City of SeaTac Development Standards, No replacement	Not applicable	Not applicable
Totals	197	10 to 16	208 to 213			

* Applies to Airport Activity Area generally used for airport operations; or physically connected to the airfield, including navigational infrastructure and designated safety areas.

Obstructions on Port Property

- 158 obstructions.
- 334 replacement trees to be planted.
- Additional invasive species control and high value tree protection per Port Tree Replacement Standards.

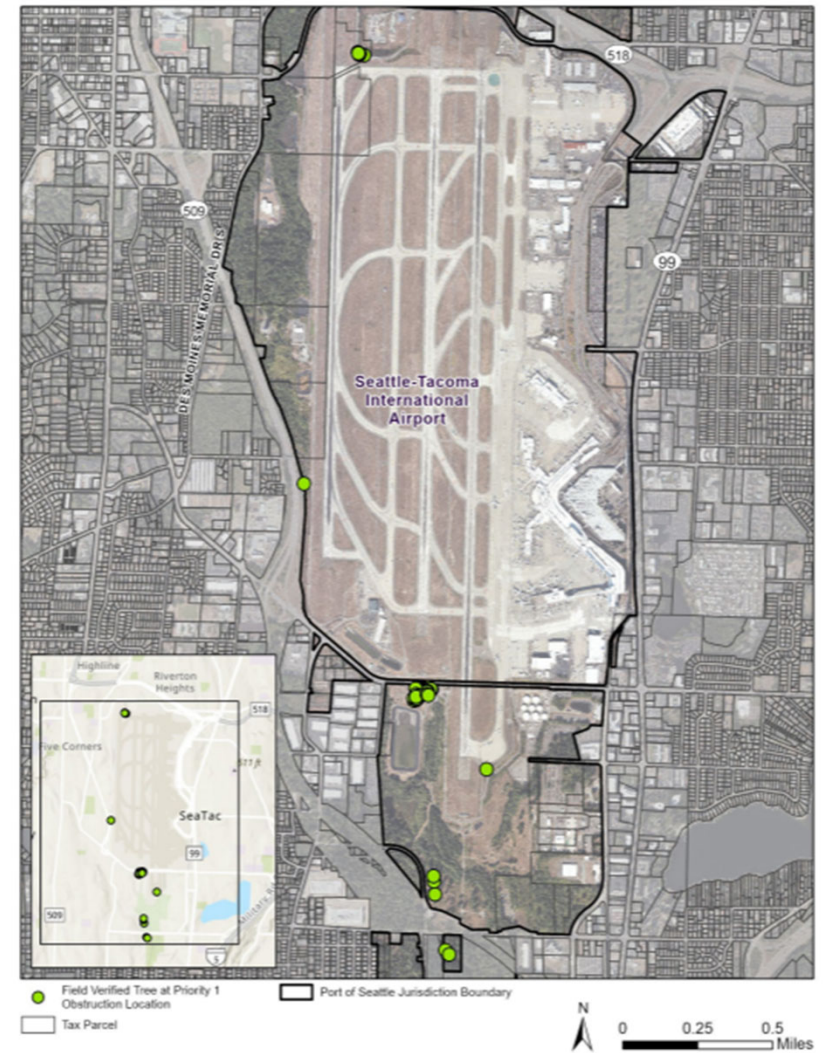


Figure 4. Location of Trees within Port of Seattle Property

Obstructions within City of Burien

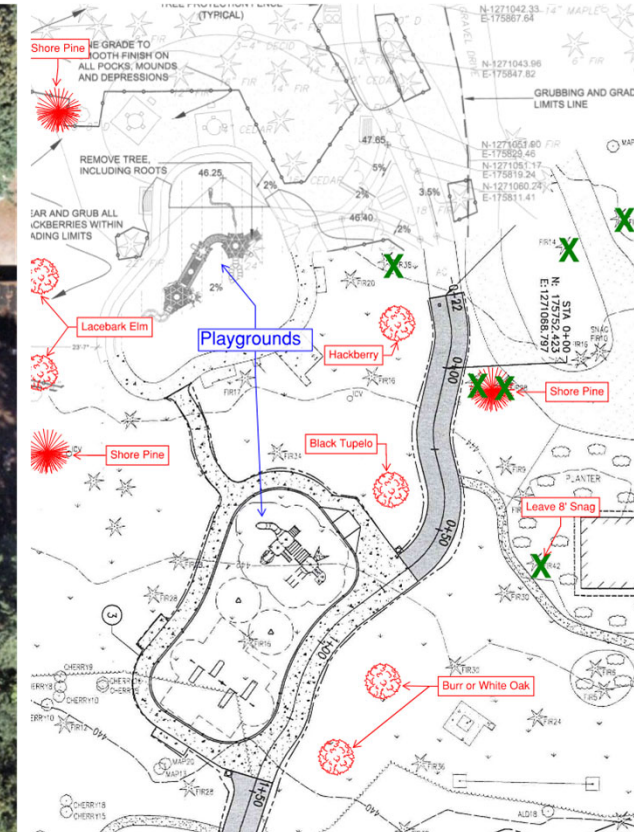
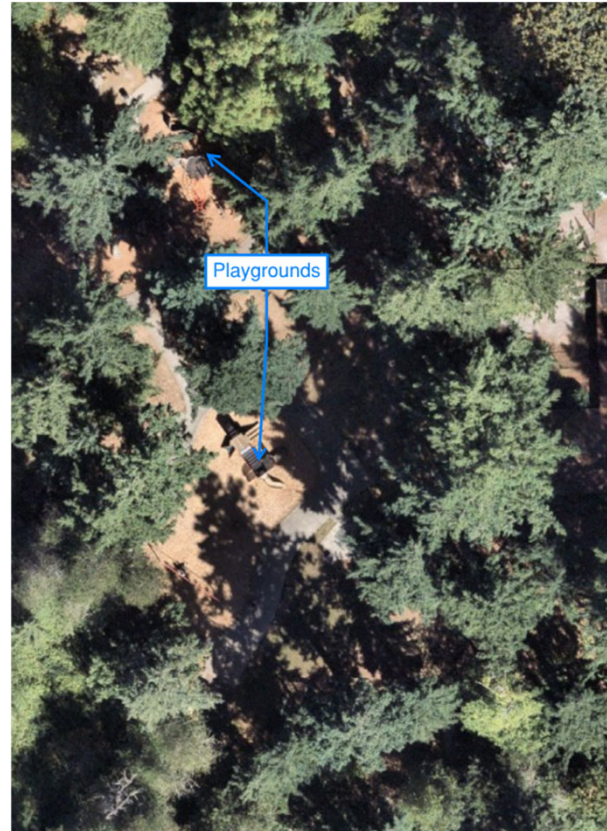
- 5 obstructions and 1 additional.
- 9 replacement trees to be planted and in-lieu fee equivalent to 9 trees.
- Per City of Burien's replacement ratio of 3:1.



Figure 7. Location of Trees within City of Burien

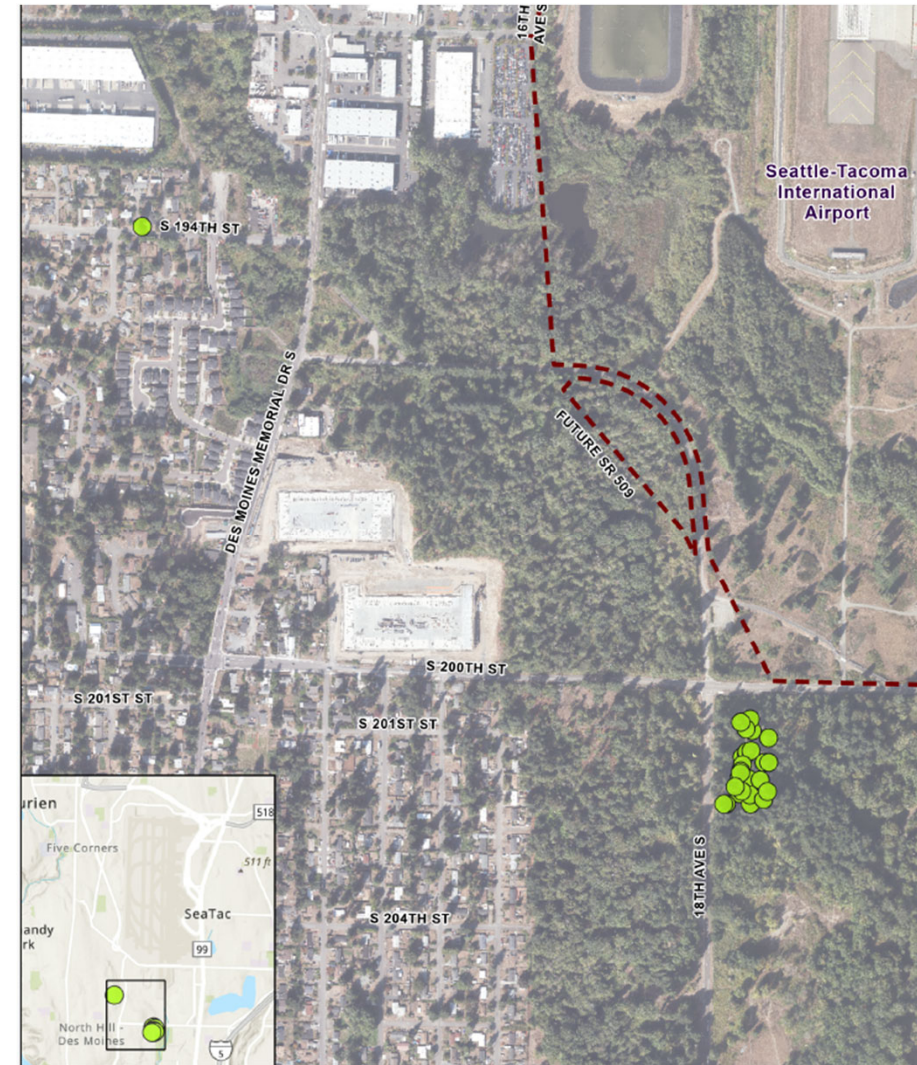
Mathison Park, Burien

- Port staff has been working with City staff since March 2025.
- Green “X”s represent trees to be removed.
- Red trees identified by type are to be planted.
- Replanted trees will be maintained by the Port for two-years.



Obstructions within City of SeaTac

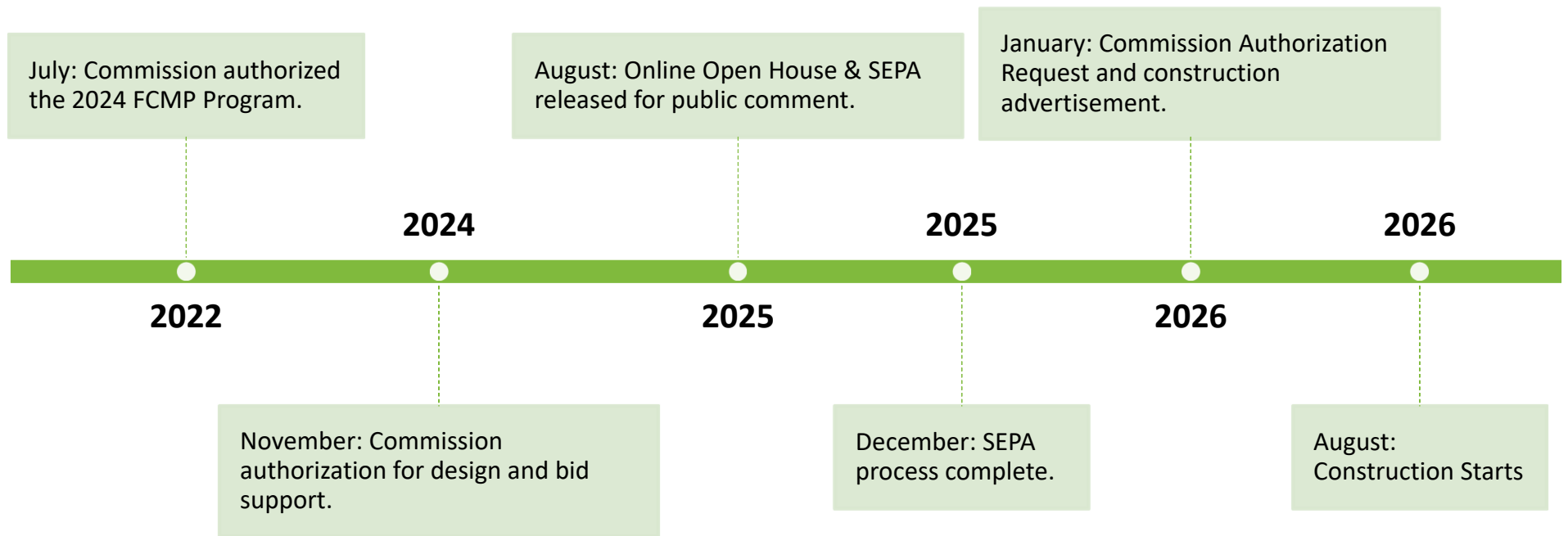
- 44 to 49 (including incidentals). All but one are in Des Moines Creek Park.
- Based on city code, we expect to plant 204 replacement trees or pay an in-lieu fee.



Options Considered

- **Topping**, or cutting the main trunk and large branches, stresses the tree, making it susceptible to disease and decay. It also creates ideal nesting conditions for birds that are a known safety risk to aircraft.
- **Crowning**, while better for a deciduous tree's health versus topping, it encourages continued growth and potential future flight surface penetration. Crowning is not viable on conifer trees which are the majority of the FCMP obstructions.
- **Lighting**, a tree only serves as a warning; it does not remove the physical obstacle. In an emergency or low-visibility situation, pilots need a clear and unobstructed flight surface. The tree will also grow up around the light, requiring on-going maintenance.

Flight Corridor Management Program Schedule



2025 Outreach, Engagement & Communications

- 03/26 Kickoff meeting with City of Burien staff
- 04/03 Kickoff meeting with City of SeaTac staff
- 08/07 Email to local councilmembers/city managers
- 08/08 Launch of new Flight Corridor website
- 8/20, 9/5, 9/19, 10/29 E-communications sent to the community
- 08/27 POS SEPA notification email sent
- 09/22 Presented at Burien City Council
- 12/05 Mathison Park Commissioner Site Tour

Thank You!



SEA

Seattle-Tacoma
International
Airport

Operated by the
Port of Seattle

[FlySEA.org](https://flysea.org)





**COMMISSION
AGENDA MEMORANDUM
BRIEFING ITEM**

Item No.	<u>11b</u>
Date of Meeting	<u>January 13, 2026</u>

DATE: January 2, 2025
TO: Stephen P. Metruck, Executive Director
FROM: Eric Schinfeld, Sr. Manager, Federal and International Government Relations
SUBJECT: **Federal Legislative Agenda for 2026**

EXECUTIVE SUMMARY

Over the last twelve months, Port of Seattle government relations staff have worked with Commissioners, Port executives, and internal subject-matter experts to both execute the Port's Commission-approved 2025 federal policy priorities while simultaneously responding to one of the most significant federal policy overhauls of any Presidential Administration in history.

In partnership with our Congressional delegation and other public and private sector collaborators, the Port has been able to make progress at the federal level in ways that tangibly benefit the Port, the region, and the users of our aviation and maritime facilities. Similarly, the Port has been able to identify and address federal policies and programs that go against our values and/or negatively impact our operations.

The Trump Administration has radically reshaped federal policy on everything from trade and energy to equity and immigration. These changes have required the Port to adjust its practices, enhance its advocacy, and even engage in litigation. However, the Port has found ways to continue to make progress, in small but impactful ways, and to also position itself as a strong advocate for our mission, our constituents, and our community when we see federal policies that are problematic.

With the November 2026 elections in the forefront, there is likely to be limited legislative action in Washington, DC in the year ahead. To that end, the Port's draft 2026 federal agenda includes a more limited list of opportunities for progress as well as several areas that are potential risks or concerns. We anticipate a balanced effort of both "offense and defense" in the year ahead.

Following Commission feedback on this draft legislative agenda, staff will revise and bring a final proposed agenda for full Commission approval. Staff will then begin engaging local and national partners to pursue the successful passage and implementation of these priorities.

FEDERAL LEGISLATIVE AGENDA

I. Areas of Potential Progress

- a. **Fiscal Year 2026 & 2027 Appropriations Investments:** Work closely with Congressional leaders to ensure that any final fiscal year 2026 (FY26) and 2027 (FY27)

Meeting Date: January 13, 2026

appropriations legislation includes proposed investments that would benefit the Port, including:

- i. **Funding to add Customs & Border Protection Officers**, including a focus on deploying a significant portion of these new staff to air and sea gateways.
- ii. **Funding for key Transportation Security Administration (TSA) programs**, including Transportation Security Compensation Program, the law enforcement officer (LEO) reimbursement program, the state/local canine law enforcement officer reimbursement program, and the TSA staffing of exit lanes.
- iii. **Provide airports with a CERCLA liability exemption** for federally required PFAS use as well as **funding for the Polyfluoroalkyl Substances (PFAS) Transition Grant Program** to help airports with the transition to these new foams, including the costs of replacing or cleaning current equipment.
- iv. **Funding of the Port's Two FY26 "Community Directed Spending" Requests and Successful application for additional FY27 CDS funding**

b. Implementation of Congressionally Approved Policies:

- i. **Ensure FAA implementation of the four StART Priorities included in the 2024 FAA Reauthorization legislation**, including the provision directing a study of ultrafine particles from aircraft engines; a report on federal programs and policies relating to adding airport capacity; the development of a deadline and a stakeholder advisory group for the FAA's Noise Policy Review.
- ii. Ensure implementation of legislation in the 2025 National Defense Authorization Act that directs the FAA to **allow up to two (2) airports to use existing federal funding to repair or replace federally funded sound insulation** in near-airport residences.
- iii. **Conduct a joint Port-Airport Cities DC Fly-in** to jointly advocate for these priorities

c. Pursuit of Grant Funding: Work closely with federal partners to successfully apply for grant funding from relevant, existing federal programs like the Airport Terminal Grant (ATG) Program, the Airport Infrastructure Grant (AIG), BUILD, INFRA, and the Port Infrastructure Development Program (PIDP).

- i. Support local partner grants that are aligned with Port goals and interests, particularly the Northwest Seaport Alliance.

d. Trade & Maritime

- i. Work with Congressional leaders to support policies and programs that can **enhance domestic ship building capacity**
- ii. Support trade policies that disincentivize cargo diversion from the Pacific Northwest to Canada
- iii. Ensure continued implementation of the donor port funding program and other HMT reform provisions in Section 102 of the Water Resources Development Act of 2020.
- iv. Secure appropriations for the HMT donor port program authorized under Section 2106 of the 2014 Water Resources Reform and Development Act.

Meeting Date: January 13, 2026

- v. Secure funding for design phase of the West Waterway portion of the Seattle Harbor Navigation Improvement Project, which will deepen the federal channels serving T-5 in Seattle Harbor.
- vi. Secure funding for design phase of the Tacoma Harbor Navigation Improvement Project. The project will deepen the Blair Waterway to accommodate ultra-large container ships at key NWSA cargo facilities.
- vii. Support full **funding for continued federal operation and maintenance of the Hiram M. Chittenden Locks.**

e. Clean Energy and Environment

- i. **Secure Farm Bill programs that support sustainable aviation fuels**
- ii. **Promote alternative maritime fuels**, including hydrogen, as key sources of energy independence for the country.
- iii. Support **major permitting reform legislation** that makes it easier to site new clean energy facilities.
- iv. Advocate for full **funding for Puget Sound restoration and Southern Resident Killer Whale (SRKW) protection**, including funding to support habitat restoration, to sustain Chinook salmon populations and other species critical to SRKW recovery, to help clean up legacy sources of contaminants that affect SRKW, to better understand and reduce impacts of vessel- and marine construction-related underwater noise, and to manage stormwater runoff.
- v. Support full **funding for regulatory staff for the U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration (NOAA) Fisheries and the U.S. Fish and Wildlife Service** to reduce permit and mitigation bank approval backlogs.

II. Areas of Potential Concern

a. Highlight Risks of New Policies to Port Business, Operations and Employees

- i. Express the need for **trade enforcement actions such as tariffs and quotas to be carefully and narrowly targeted** to address problems and minimize the unintended impacts on American producers and consumers.
 - 1. Advocate for productive engagement and negotiations that ensure a fair and level playing field for mutually beneficial trade.
- ii. Be a leading voice on **immigration policies that ensure the Port, its partners, and its customers have the workforce to succeed** in the global economy, and that immigrants and refugees are actively included in the opportunities that our region's economy provides.
 - 1. Take steps to support workers and travelers impacted by changes in immigration policy
 - 2. Take all available steps to limit the use of Port facilities for immigration detention and deportation
- iii. Be a strong advocate for **keeping the United States open to travelers and visitors from throughout the world**, without discrimination based on specific individual characteristics

Meeting Date: January 13, 2026

- iv. Push back against **policies that would limit the Port’s ability to pursue equity, diversity and inclusion efforts** throughout our organization, or would limit our access to federal dollars because of those efforts.

ATTACHMENTS TO THIS PRESENTATION -

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

- January 23, 2024 – The Commission approved the 2024 Federal Legislative Agenda.
- January 24, 2023 – The Commission approved the 2023 Federal Legislative Agenda.
- January 25, 2022 – The Commission approved the 2022 Federal Legislative Agenda.
- January 12, 2021 – The Commission approved the 2021 Federal Legislative Agenda.
- January 28, 2020 – The Commission approved the 2020 Federal Legislative Agenda.
- December 10, 2018 – The Commission approved the 2019 Federal Legislative Agenda.
- January 9, 2018 – The Commission approved the 2018 Federal Legislative Agenda.

Draft Federal Legislative Agenda for 2026

Briefing to Port of Seattle Commission
January 13, 2026

Eric Schinfeld, Sr. Manager, Federal & International Government Relations, Port of Seattle



Overview

- 2025 Key Accomplishments & Challenges
- 2026 Outlook
- Overview of Draft 2026 Policy Priorities
 - Areas of Potential Progress
 - Areas of Potential Concern
- Next steps
 - Incorporate Commission feedback
 - Seek Commission adoption at 1/27/26 meeting

2025 Successes

- **Secondary Noise Insulation**
 - After 8 years, Representative Smith and Senator Murray successfully passed legislation to allow for federal funding for the repair and replacement of federally-funded sound insulation
- **FY26 Congressionally Directed Spending**
 - \$1,000,000 for a Seattle Waterfront Sea Level Rise Resiliency Study
 - \$250,000 to replace the Pier 86 Grain Terminal switcher locomotive
- **Sustainable Aviation Fuels**
 - Successfully retained the Sustainable Aviation Fuel Blender's Tax Credit in the "One Big Beautiful Bill" despite most other clean energy tax credits getting eliminated
- **Other Positive OBBB items**
- \$4.1 billion to hire and train at least 5,000 new CBP officers and \$2 billion to retain existing staff
- \$625 million for security and operational support for the 2026 FIFA World Cup
- \$12.5 billion to modernize air traffic control
- \$24.6 billion for Coast Guard, including for vessel procurement and investments in shore facilities.
- Ends the tariff exemption on all de minimis imports

Impactful Progress on Current Port Priorities

2025 Challenges

- Immigration restrictions & deportations
- Budget cuts and federal staffing cuts
- Trade & Tariffs
- Environmental policy & funding rollbacks and removal of clean energy tax credits
- Anti-equity efforts and DBE changes
- Increased international travel restrictions and fees
- Grant criteria changes
- Federal government shutdown

Major Executive Actions on Issues of Concern to the Port

2026 Outlook

- Republicans maintain full control in Washington, DC: White House, Senate, and House of Representatives
 - Small Congressional majorities and focus on November election means limited opportunity for major legislation
- Most of the federal government’s funding (9 of the 12 appropriations bills) for FY26 expires on January 30.
 - High likelihood that DHS funding (including TSA & CBP staffing) is extended through a continuing resolution until September 30 (at FY24 funding levels)
- Some “must-pass” legislation could move this year of interest to the Port, including the farm bill and the Water Resources Development Act (WRDA), which is important for US Army Corps project authorization and Harbor Maintenance Tax funding
- High likelihood of major new initiatives at the Executive level, including more executive orders and regulatory rollbacks.

Opportunities for Progress Will Be Limited in 2026

Opportunities for Progress

I. Retention of Proposed FY26 Investments and Potential FY27 Investments

- 1) Final FY26 Transportation and Commerce funding bills should include our “earmark” requests
- 2) Will seek both “earmarks” and grant funding in 2026 for key Port projects

II. Implementation of Congressionally Approved Policies

- 3) FAA implementation of the four StART Priorities included in the 2024 FAA Reauthorization legislation
- 4) Implementation of NDAA language directing FAA to allow certain airports to use existing federal funding to repair or replace federally funded sound insulation in near-airport residences

III. Shipbuilding Promotion and Maritime Investments

- 5) Bipartisan interest in SHIPS Act to incentivize U.S. shipbuilding
- 6) Make progress on Harbor Maintenance Tax reforms and funding through WRDA
- 7) Support additional trade policies that disincentivize cargo diversion from NWSA to British Columbia

IV. Clean Energy

- 8) Continue SAF investments in the Farm Bill
- 9) Promote alternative maritime fuels, including hydrogen
- 10) Support major bipartisan permitting reform, including for siting new clean energy facilities

Still a chance to do a few things

Areas of Concern

- Immigration restrictions & deportations
- Budget cuts and federal staffing cuts
- Trade & Tariffs
- Environmental policy & funding rollbacks
- Anti-equity efforts and DBE changes
- Increased international travel restrictions
- Federal government shutdown (next deadline is January 30)

Same list as for 2025!

Next Steps

- **Today** – Commission briefing in public session
- **Now through January 27, 2026** – Incorporate feedback received
- **January 27, 2026** – Ask Commission for adoption in public session
- **February 2026** – Meetings with Congressional offices to distribute agenda and share priorities
- **March – December 2025** – Commissioners and Port Executives participation in DC advocacy
 - AAPA Legislative Summit: March 4-6, 2026
 - ACI/AAAE Washington Legislative Conference: March 17-19, 2026
 - Pacific NW Waterways Association Mission to Washington: April 20-23, 2026
 - StART DC Fly-in: April 21-23, 2026
 - AWB DC Fly-in: December 1-3, 2026

Questions?