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ORDINANCE NO. 13-1001

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Section 15.05.060 of the SeaTac Municipal Code related to zoning and development regulations.

WHEREAS, it is necessary to amend the Section 15.05.060 of the SeaTac Municipal Code in order to ensure that the City's development regulations are consistent with local, state or federal laws; and

WHEREAS, federal law prohibits the manufacture and possession of marijuana as a Schedule I drug under the Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C 801 et seq; and

WHEREAS, the City Council deems it to be in the public interest to amend Section 15.05.060 of the SeaTac Municipal Code to clarify that any land use which is prohibited under Federal, State, or local law is not allowed in the City of SeaTac.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 15.05.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.05.060 Interpretation - General

- A. Regulations, conditions or procedural requirements that are specific to an individual land use shall supersede regulations, conditions or procedural requirements of general application.
- B. A land use includes the necessary structures to support the use unless specifically prohibited or the context clearly indicates otherwise.
- C. Chapter and section headings, captions, illustrations and references to other sections or titles are for reference or explanation only and shall not

be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any section.

D. The word "shall" is mandatory and the word "may" is discretionary.

E. Unless the context clearly indicates otherwise, words in the present tense shall include past and future words defined in this title; all words and terms used in this code shall have their customary meanings.

F. The City Manager, or designee, shall issue administrative interpretation on the Zoning Code in order to clarify the intent and standards. The interpretation shall have the stated issue, findings of fact, and conclusions and shall be considered during the annual review of the code for inclusion as a standard.


G. This Title does not allow any use which is in violation of any local, State, or Federal laws, regulations, codes and/or ordinances.

Section 2. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

Section 3. This Ordinance shall be in full force and effect February 1, 2013.

ADOPTED this 8th day of January, 2013, and signed in authentication thereof on this 8th day of January, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo

Mary E. Mirante Bartolo, City Attorney

[Effective Date: 2/1/13]

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ORDINANCE NO. 13-1002

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Section 15.20.045 of the SeaTac Municipal Code related to Development Regulations for Homeless Encampments.

WHEREAS, it is necessary to amend the Section 15.20.040 (C)(7) of the SeaTac Municipal Code in order to ensure that the City's development regulations are consistent with the State preemption of firearms regulation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 15.20.045 of the SeaTac Municipal Code is hereby amended to read as follows:

15.20.045 Homeless Encampment – Criteria/Requirements for Approval

The City Manager or designee may issue a temporary and revocable permit for a Homeless Encampment subject to the following criteria and requirements.

A. Procedure for Approval

1. The sponsoring agency shall notify the City of the proposed Homeless Encampment a minimum of 30 days in advance of the proposed date of establishment for the Homeless Encampment and at least 14 days before submittal of the Temporary Use Permit. The advance notification shall contain the following information:
 - a. The date the Homeless Encampment will encamp.
 - b. The length of encampment.
 - c. The maximum number of residents proposed.
 - d. The host location.
2. The sponsoring agency shall conduct at least one (1) public informational meeting within, or as close to, the neighborhood where the proposed Homeless Encampment will be located, a

minimum of two (2) weeks prior to the submittal of the Temporary Use Permit application. The time and location of the meeting shall be agreed upon between the City and sponsoring agency. All property owners within 1000 feet of the proposed Homeless Encampment shall be notified 14 days in advance of the meeting by the sponsoring agency.

B. Site Criteria

1. If the sponsoring agency is not the host agency of the site, the sponsoring agency shall submit a written agreement from the host agency allowing the Homeless Encampment.
2. The property must be sufficient in size to accommodate the tents and necessary on-site facilities, including, but not limited to the following:
 - a. Sanitary portable toilets in the number required to meet capacity guidelines;
 - b. Hand washing stations by the toilets and by the food areas;
 - c. Refuse receptacles; and
 - d. Food tent and security tent.
3. The host and sponsoring agencies shall provide an adequate water source to the Homeless Encampment, as approved by the local Water District and the City.
4. No Homeless Encampment shall be located with a Sensitive (Critical) Area or its buffer as defined under Chapter 15.30 of the SeaTac Municipal Code (SMC).
5. No permanent structures will be constructed for the Homeless Encampment.
6. No more than 100 residents shall be allowed. The City may further limit the number of residents as site conditions dictate.
7. Adequate on-site parking shall be provided for the Homeless Encampment. No off-site parking will be allowed. The number of vehicles used by Homeless Encampment residents shall be provided. If the Homeless Encampment is located on a site with another use, it shall be shown that the Homeless Encampment parking will not create a shortage of on-site parking for the other use/s on the property.

8. The Homeless Encampment shall be within a quarter (1/4) mile of a bus stop with seven (7) days per week service, whenever possible. If not located within a quarter mile of a bus stop, the sponsoring agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).
9. The Homeless Encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six (6) feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the City.
10. All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the City and may include, but is not limited to, a combination of fencing and/or landscaping.

C. Security

1. An Operations and Security Plan for the Homeless Encampment shall be submitted to the City.
2. The host agency shall provide to all residents of the Homeless Encampment a "Code of Conduct" for living at the Homeless Encampment. A copy of the "Code of Conduct" shall be submitted to the City at the time of application.
3. All Homeless Encampment residents must sign an agreement to abide by the Code of Conduct and failure to do so shall result in the noncompliant resident's immediate and permanent expulsion from the Property.
4. The sponsoring agency shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay. Logs shall be kept for a minimum of six (6) months.
5. The sponsoring agency shall take all reasonable and legal steps to obtain verifiable ID, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing encampment residents.

6. The sponsoring agency will use identification to obtain sex offender and warrant checks from the King County Sheriff's Office or relevant local police department.
 - a. If said warrant and sex offender checks reveal either (1) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (2) the subject of the check is a sex offender, required to register with the County Sheriff or their county of residence pursuant to RCW 9A.44.130, then sponsoring agency will reject the subject of the check for residency to Homeless Encampment or eject the subject of the check if that person is already a Homeless Encampment resident.
 - b. The sponsoring agency shall immediately contact the SeaTac Police Department if the reason for rejection or ejection of an individual from the Homeless Encampment is an active warrant or if, in the opinion of the on-duty Executive Committee member or the on-duty security staff the rejected/ejected person is a potential threat to the community.
7. The sponsoring agency shall self-police and self-manage its residents and flatly prohibit alcohol, drugs, weapons (except the lawful possession of firearms), fighting, ~~and~~ abuse of any kind, and littering or disturbing neighbors while located on the property. Nothing in this subsection is intended to require a sponsoring agency to allow the lawful possession of firearms.
8. The sponsoring agency will appoint an Executive Committee member to serve "on-duty" at all times to serve as a point of contact for City of SeaTac Police and will orient the Police as to how the security tent operates. The names of the on-duty Executive Committee members will be posted daily in the security tent. The City shall provide contact numbers of non-emergency personnel which shall be posted at the security tent.

D. Timing

1. The duration of the Homeless Encampment shall not exceed ninety (90) days.

2. No additional homeless encampments may be allowed in any 12 month period beginning on the date the homeless encampment locates on a parcel of property.
3. No more than one (1) Homeless Encampment may be located in the City at any time.

E. Health and Safety

1. All temporary structures within the Homeless Encampment shall conform to all Building Codes.
2. The Homeless Encampment shall conform to the following Fire requirements.
 - a. Material used as roof covering and walls shall be of flame retardant material.
 - b. There shall be no open fires for cooking or heating.
 - c. No heating appliances within the individual tents are allowed.
 - d. No cooking appliances other than microwave appliances are allowed.
 - e. An adequate number and appropriate rating of fire extinguishers shall be provided as approved by the Fire Department.
 - f. Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the Fire Department
 - g. Adequate separation between tents and other structures shall be maintained as determined by the Fire Department.
 - h. Electrical service shall be in accordance with recognized and accepted practice; Electrical cords are not to be strung together and any cords used must be approved for exterior use.
3. The sponsoring and host agencies shall permit inspections by SeaTac staff and the King County Health Department at reasonable times without prior notice for compliance with the conditions of this permit.

F. Termination

1. If the sponsoring agency fails to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of the permit. If the City learns of

uncontrolled violence or acts of undisciplined violence by residents of the encampment and the sponsoring agency has not adequately addressed the situation, the Temporary Use Permit may be immediately terminated.


Section 2. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor.

Section 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 4. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

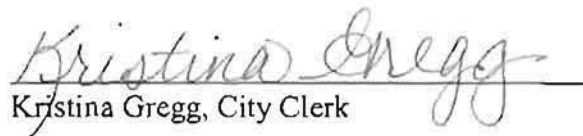
ADOPTED this 8th day of January, 2013, and signed in authentication thereof on this 8th day of January, 2013.

CITY OF SEATAC

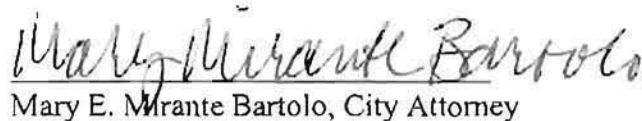


Tony Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 1/19/13]

[Homeless Encampments]

ORDINANCE NO. 13-1003

An ORDINANCE of the City Council of the City of SeaTac, Washington, amending SeaTac Municipal Code Sections 15.10.446, 15.10.175.03, 15.12.050, 15.14.020, 15.14.060, 15.15.030, 15.15.130, 15.35.140, 15.35.810, 15.35.820, 15.35.900, 15.35.950, 17.08.020, 17.28.010, 17.28.030, repealing SeaTac Municipal Code Sections 15.10.449 and 15.35.905, and adding SeaTac Municipal Code Sections 15.10.447, 15.35.901, 15.35.949, and 15.35.1000 through 15.35.1054 related to zoning and CPTED regulations of parking.

WHEREAS, it is appropriate to amend the City's development regulations regarding park-and-fly development standards in the City Center; and

WHEREAS, the State Growth Management Act (RCW 36.70A.130) requires regular review and update of development regulations which implement the City's Comprehensive Plan; and

WHEREAS, in reviewing the Zoning Code and Crime Prevention for Environmental Design (CPTED) code, certain development regulations have been identified as requiring definition, clarity, amendment or addition; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to development regulations, has held a public hearing for the purpose of soliciting public comment in regard to Zoning Code and CPTED Code changes, and has recommended the amendments and additions for adoption by the Council; and

WHEREAS, copies of these proposed amendments were filed with the Washington Department of Commerce not less than sixty days prior to final action, pursuant to RCW 36.70A.106 and WAC 365-195-620; and

WHEREAS, all of the foregoing recitals are deemed by the City Council to be findings of fact;

WHEREAS, all of the foregoing recitals are deemed by the City Council to be findings of fact;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN as follows:

Section 1. Section 15.35.140 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.140 Government/Office, Business Uses

ZONES:

- P – Park ABC – Aviation Business Center
- UM – Urban Medium Density I – Industrial/Manufacturing
- UH – Urban High Density O/CM – Office/Commercial Medium
- UH-UCR – Urban High-Urban Center Residential O/C/MU – Office/Commercial/Mixed Use
- NB – Neighborhood Business T – Townhouse
- CB-C – Urban Center
- P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES										
		P	UM	UH	UH-UCR	NB	CB-C	ABC	I	O/CM	O/C/M U	T
GOVERNMENT/OFFICE USES												
071	Social Service Office			C	P	P	P	P	P	P	P	
072	Public Agency Office	P		P	P	P	P	P	P	P	P	
073	Public Agency Yard	C(2)					C	C	P	C	C	
074	Public Agency Archives	C(3)				C	P	P	P	P	P	
075	Court						P	P	P	P	P	
076	Police Facility	P	P	P	P	P	P	P	P	P	P	
077	Fire Facility	P	P	P	P	P	P	P	P	P	P	
079	Helipad/Airport and Facilities								P			
080	Utility Use		C	C	C	C	C	C	P	C	C	
081	Utility Substation			C	C	C	C	C	P	C	C	
082	Financial Institution				P(4)	P	P	P	P	P	P	
083	City Hall				P(4)	P	P	P	P			
083.5	Secure Community Transition Facility						C(7)	C(7)	C(7)	C(7)		
BUSINESS SERVICES USES												
086	Construction/Trade						C	P(1)	P	C		
087	Truck Terminal							P(1)	P			
088	Airport Support Facility							P				

089	Warehouse/Storage					C		P	P	C(1)		
090	Professional Office			P(4)	P(4)	P	P	P	P	P	P	
091	Heavy Equipment Rental							C	P			
092	Misc. Equipment Rental Facility					C	C		P	P(1)		
093	Auto Rental/Sales						P(1)	P(1)	P	C(1)		
094	Commercial (Non-Park-and-Fly) Parking					C(5)	P(5)	P(5)	P(5)	C(5)		
094.5	Commercial Park-and-Fly Parking						P (5,6)			C (5,6)		
095	Motor Freight Repair								P			
096	Heavy Equipment Repair								P			
097	R and D/Testing					C	C	P	P	C		
098	Commercial/Industrial Accessory Uses					P	C	P	P	C		

- (1) Accessory to primary use not to exceed twenty percent (20%) of primary use.
- (2) A public agency yard located on property within the park zone may be used as a combined maintenance facility for park and nonpark purposes; provided, that the facility shall be no more expansive than that which is reasonably expected to be needed for park maintenance when park facilities are fully developed.
- (3) A public archives facility located on property within the park zone is limited to existing structures.
- (4) Permitted as part of a mixed use development, as described in SMC 15.35.610.
- (5) Commercial Park-and-Fly Parking and Commercial (Non-Park-and-Fly) Parking are only permitted within a structure. Please see SMC 15.35.820 for provisions regarding surface parking for Commercial Park-and-Fly Parking and Commercial (Non-Park-and-Fly) Parking as an interim use.
- (6) See SMC 15.35.1000 and its subsections for standards for Commercial Park-and-Fly Parking developments.
- (7) Secure community transition facilities are subject to the CUP-EPF siting process (SMC 15.22.035).

Section 2. Section 15.35.810 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.810 Maximum Parking Requirements

LAND USE	MAXIMUM SPACES ALLOWED*
Residential Uses	
Single Attached Dwelling/Duplex/Townhouse	2 per dwelling unit
Multi-Family Housing	1 per bedroom, up to 2 per dwelling unit maximum***
Senior Housing	1 per unit***
Boarding House/Bed and Breakfast	1 per bedroom, plus 2 for residents
Transitional Housing	1 per 2 bedrooms***
Convalescent/Community Residential Facility	1 per bed***
Rest/Convalescent Center/Nursing Home (24 hr. care)	1 per 3 beds***

College Dormitory	1 per bedroom unit
Residential Congregate Care	0.35 per bedroom
Recreational/Cultural Uses	
Conference/Convention Center	5 per 1,000 SF of building area
Library/Museum/Cultural Facility	4 per 1,000 SF of building area
Community Center/Recreation Center	4 per 1,000 SF of building area
Sports/Fitness/Health Club	4 per 1,000 SF of building area
Theater	0.75 per fixed seat, plus 1 per employee
General, Educational and Health Services Uses	
General Service Uses	4 per 1,000 SF of building area
Educational Uses	1 per employee, plus 1 per 2 students
Health Services Uses	4 per 1,000 SF of building area
Government/Office, Business Uses	
Business Service/Office Uses	5** per 1,000 SF of building area
Retail/Commercial Uses	
Hotel/Motel and Associated Uses	1 per bedroom, plus the following for associated uses:
• with restaurant/lounge/bar	• 4 per 1,000 SF of building area
• with banquet/meeting room	• 5 per 1,000 SF of gross building area
Retail Uses	4 per 1,000 SF of leasable space
Manufacturing Uses	1 per employee, plus 2 per 1,000 SF of building area
Commercial (Non-Park-and-Fly) Parking	See SMC 15.35.820 Surface Parking and 15.35.949 Special Standards for Commercial (Non-Park-and-Fly) Parking
Commercial Park-and-Fly Parking	See SMC 15.35.1014, Maximum Number of Parking Stalls

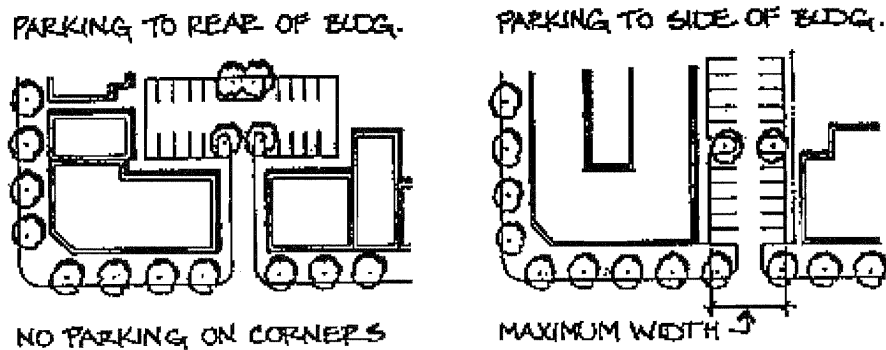
Section 3. Section 15.35.820 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.820 Surface Parking

A. Location of Surface Parking

1. No parking shall be located between the building and the front property line, other than a driveway for passenger loading and off-loading only in conformance with SMC 15.35.340 and approved by the Director of Planning and Community Development. Surface parking shall be located behind a building or to the side of a building.

2. Parking located next to a building and within forty (40) feet of the front property line shall not occupy more than the width of two (2) lengthwise parking stalls and one (1) travel lane, or sixty-two (62) feet, whichever is less.
3. On corner lots, no parking shall be located between the building and either of the two (2) front property lines. If a parcel abuts more than two (2) public or private streets, no parking shall be located between the building and the front property line abutting the two (2) public and/or private streets with the highest classification.



B. Surface Parking for Commercial Park-and-Fly Parking and Commercial (Non-Park-and-Fly) Parking as an Interim Use. Surface parking for Commercial Park-and-Fly Parking or Commercial (Non-Park-and-Fly) Parking, as the main activity on a site, may only be allowed as an interim use subject to the following conditions:

1. A development agreement specifying additional conditions as needed.

Section 4: Section 15.35.900 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.900 Non-Park-and-Fly Parking Structures

Purpose: Design parking structures to blend in with adjacent development. Emphasize design features that minimize the obtrusiveness of the parking use and encourage architectural compatibility with adjacent development.

Section 5: Section 15.35.901 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.901 Authority and Application

The provisions of sections 15.35.900 through 15.35.950 shall apply to all parking structures located within the City Center, except for those which provide any spaces for Commercial Park-and-Fly Parking.

Section 6: Section 15.35.905 of the SeaTac Municipal Code is hereby repealed:

Section 7: Section 15.35.949 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.949 Commercial (Non-Park-and-Fly) Parking Structures

Commercial (non-park-and-fly) parking structures, shall comply with the following minimum requirements:

- A. Only one (1) parking structure for commercial (non-park-and-fly) uses shall be allowed per development site. (See SMC 15.10.175.03 for the definition of “development site”.)
- B. A commercial (non-park-and-fly) parking structure is limited to not more than three hundred (300) parking stalls unless additional spaces are allowed under SMC 15.35.950.
- C. Commercial (non-park-and-fly) parking structures implementing the parking incentive of SMC 15.35.950(B)(3) shall locate all required off-street parking spaces for the retail/commercial, service, or residential use(s) adjacent to such uses. The spaces shall be reserved and clearly designated for the customers of those uses.
- D. No commercial (non-park-and-fly) parking structure shall be allowed on a development site specifically created through a commercial/industrial subdivision.
- E. Design features for commercial (non-park-and-fly) parking structures shall comply with the requirements of SMC 15.35.100 and 15.35.900 through 15.35.950.

Section 8: Section 15.35.950 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.950 Parking Bonus Incentive Program for Commercial (Non-Park-and-Fly) Parking

- A. A parking allowance bonus, beyond the maximum parking specified in SMC 15.35.949(B) , will be granted to those developments which provide retail/commercial or service space beyond the requirements of SMC 15.35.620, or a public benefit in the form of:
 - 1. Dedicated public right-of-way, in an arrangement and amount per parcel that conforms to the City Center vehicular and pedestrian access plan; and/or
 - 2. Publicly accessible on-site open space greater than the minimum ten percent (10%) of net site area required, or an equivalent monetary contribution to the City Center open space fund; and/or

3. A water feature or public art display incorporated into publicly accessible on-site open space, as approved by the Director of Community and Economic Development.
- B. The formula for calculating parking bonuses above maximum allowed for on-site land uses shall be as follows:
1. One (1) additional parking stall will be awarded for each one hundred fifty (150) square feet of interconnected public right-of-way dedicated according to the City Center vehicular and pedestrian access plan;
 2. One (1) additional parking stall will be awarded for each one hundred fifty (150) square feet of publicly accessible on-site open space greater than the minimum ten percent (10%) of net site area required. To receive parking bonus in lieu of additional on-site open space, developments may contribute to the City Center open space fund in increments of equivalent monetary value;
 3. Except for hotel/motel uses, one (1) additional parking stall will be awarded for each two hundred fifty (250) square feet of retail/commercial, service, or residential space, in addition to the minimum ground floor retail/commercial or service space required under SMC 15.35.620, included on the same site as part of a mixed use development at the time of construction;
 4. Hotel/motel uses shall be awarded one-half (0.5) parking space per hotel/motel unit, in addition to the minimum ground floor retail/commercial or service space required under SMC 15.35.620, included on the same site as part of a mixed use development at the time of construction; and/or
 5. Up to sixty (60) additional parking stalls may be awarded for a water feature or public art display of equivalent value incorporated into publicly accessible on-site open space, as approved by the Director of Community and Economic Development.. Value shall be determined by the per-square-foot market value of the underlying land multiplied by the square footage of the additional parking stalls.

Section 9. New Sections 15.35.1000 through 15.35.1056 are hereby added to the SeaTac Municipal Code to read as follows:

15.35.1000 Commercial Park-and-Fly Parking Developments

A. Authority and Applications

The provisions of sections 15.35.1000 through 15.35.1056 shall apply to all potential commercial park-and-fly parking developments, including any project incorporating a commercial park-and-fly parking use, located within the City Center. These regulations shall supersede existing regulations in SMC 15.35 and elsewhere in SMC Title 15 when in conflict with these sections.

B. Purpose

The following standards are intended to allow for the development of park-and-fly parking developments within the City Center by promoting integrated development and minimizing the visual impact of parking as a dominant land use.

15.35.1010 Parking Standards

Commercial park-and-fly parking developments shall comply with the requirements established in sections 15.35.1012 through 15.35.1016.

15.35.1012 Parking Structures Per Development Site

Only one (1) commercial park-and-fly parking structure shall be allowed per development site.

15.35.1014 Maximum Number of Parking Stalls

A commercial park-and-fly parking structure is limited to not more than one thousand (1,000) parking stalls for commercial park-and-fly parking uses unless additional spaces are allowed under SMC 15.35.1020, Parking Bonus Incentive Program for Commercial Park-and-Fly Parking Developments.

15.35.1016 Off-Street Parking for Uses Other than Commercial Park-and-Fly Parking

Parking structures providing required off-street parking for uses other than commercial park-and-fly parking, including, but not limited to, retail, commercial, office, service, public, or residential use(s) , shall clearly reserve and designate all required spaces for said use(s).

15.35.1020 Parking Bonus Incentive Program for Commercial Park-and-Fly Parking Developments

Additional parking spaces for park-and-fly commercial parking beyond the maximum allowance specified in SMC 15.35.1014, Maximum Number of Parking Stalls, can be earned by providing certain benefits, as set forth in the following chart.

ADDITIONAL PARKING SPACES	BENEFIT
1	Public Right-of-Way: One hundred (100) square feet of interconnected public right-of-way dedicated according to the City Center vehicular and pedestrian access plan.
1	Open Space: One hundred (100) square feet of publicly accessible on-site open space greater than the minimum five percent (5%) of net site area required. To receive parking bonus

	in lieu of additional on-site open space, developments may contribute to the City Center open space fund in increments of equivalent monetary value.
1	Retail/Commercial/Service/Residential Space: Twenty-five (25) square feet of retail/commercial, service, or residential space, in addition to the minimum ground floor retail/commercial or service space required under SMC 15.35.1034, included on the same site at the time of occupancy. (This bonus does not apply to hotel/motel uses.)
1	Hotel/Motel Units: A hotel/motel unit, in addition to the minimum ground floor retail/commercial or service space required under 15.35.1034, included on the same site at the time of occupancy.
60	Water Feature/Public Art: A water feature or public art display of equivalent value incorporated into publicly accessible on-site open space, as approved by the Director of Community and Economic Development. Value shall be determined by the per-square-foot market value of the underlying land multiplied by the square footage of the additional parking stalls.

15.35.1030 Retail/Commercial/Service Space Requirements and Dimensional Standards

Commercial park-and-fly parking developments shall comply with the retail/commercial/service space and dimensional requirements as set forth in sections 15.35.1032 through 15.35.1036 below.

15.35.1032 Charts User Guide

A. About the Standards Charts

The charts in this section list general standards for commercial park-and-fly parking developments. The first chart lists the retail/commercial/service space requirements and the front yard setbacks for the five (5) types of commercial park-and-fly buildings. The second chart lists dimensional standards for the zones where commercial park-and-fly parking development is permitted: Community Business-Urban Center and Office/Commercial Medium.

B. How to Use the Standards Charts

The dimensional standards are listed vertically along the left hand side and the zones are listed horizontally across the top. In addition to the numerical value for the standard, the following symbols may appear in a cell:

1. n: User should refer to the regulations listed in the far right column for that development standard.
2. --: A dimensional standard does not exist for that zone.

C. Additional Regulations According to the Standard

The column on the far right lists sections of the code which need to be referenced for additional regulations which apply to that particular standard. If the regulation is not preceded by an “n”, the regulation applies to all zones.

D. Zone Abbreviations

1. CB-C: Community Business-Urban Center
2. O/CM: Office/Commercial Medium

15.35.1034 Retail/Commercial/Service Space Requirements and Front Yard Setbacks Standards Chart

Commercial parking developments shall choose one of the five building types listed in this chart. Setbacks are determined by whether or not the property fronts on International Boulevard and by the amount of ground floor retail/commercial/service space that is provided. See the figures following the chart for assistance.

SYMBOLS

- n: Users should refer to the regulations listed in the far right column for that specific standard.
- : A dimensional standard does not exist for that zone

DEVELOPMENT STANDARDS		BUILDING TYPE					ADDITIONAL REGULATIONS
		1	2	3	4	5	
PROPERTY FRONTING ON INTERNATIONAL BOULEVARD		Yes	Yes	Yes	No	Yes-n	n: Corner lot with International Boulevard. Regulations for Type 5 apply to building façade fronting on non-International Boulevard street. The façade fronting on International Boulevard shall conform to the regulations of Type 1, 2, or 3.
MINIMUM GROUND FLOOR RETAIL/COMMERCIAL/SERVICE SPACE FRONTING ON A STREET		400 sf-n	Full building-n1	75%-n2, n3	15%-n, n2, n3	20%-n, n2, n3	n: Shall be built as part of the parking structure n1: A retail/commercial/service building at minimum the same height and width of the parking structure shall be built in between International Boulevard and the parking structure. n2: Percentage of parking structure's ground floor facade length fronting on a street, excluding vehicle entrances and exits. n3: Shall not be less than 400 square feet.
MINIMUM RETAIL/COMMERCIAL/SERVICE SPACE DEPTH		30'	30'	30'	30'	30'	
FRONT YARD SETBACK, COMMERCIAL/RETAIL/SERVICE	MINIMUM	0'	0'	0'	10'	10'	If the landscape buffer exceeds the minimum setback, the buffer becomes the minimum setback.
	MAXIMUM	20'-n, n1	20'-n1	20'-n1	10'	10'	n: Any retail/commercial/service space for non-park-and-fly uses shall comply with the 0'-20' setback. Retail/commercial/services space which exclusively relates to the operation of the park-and-fly use may comply with either the 0'-20' setback or the 100' parking structure setback. n1: At least 50% of the building's front facade shall be located within the maximum front yard setback.
FRONT YARD SETBACK, PARKING STRUCTURE	MINIMUM	100'	n	75'	10'	10'	If the landscape buffer exceeds the minimum setback, the buffer becomes the minimum setback. n: Must be built behind, and fully screened by, a retail/commercial/service building.
	MAXIMUM	--	n	--	10'	10'	n: Must be built behind, and fully screened by, a retail/commercial/service building.

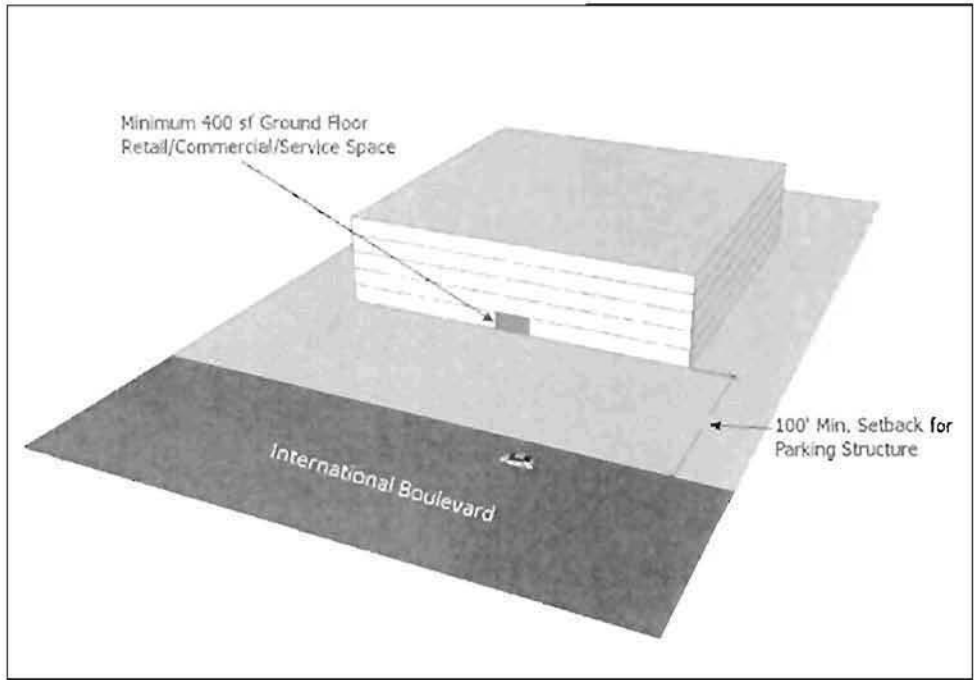


Figure 15.35.1034A – Building Type 1

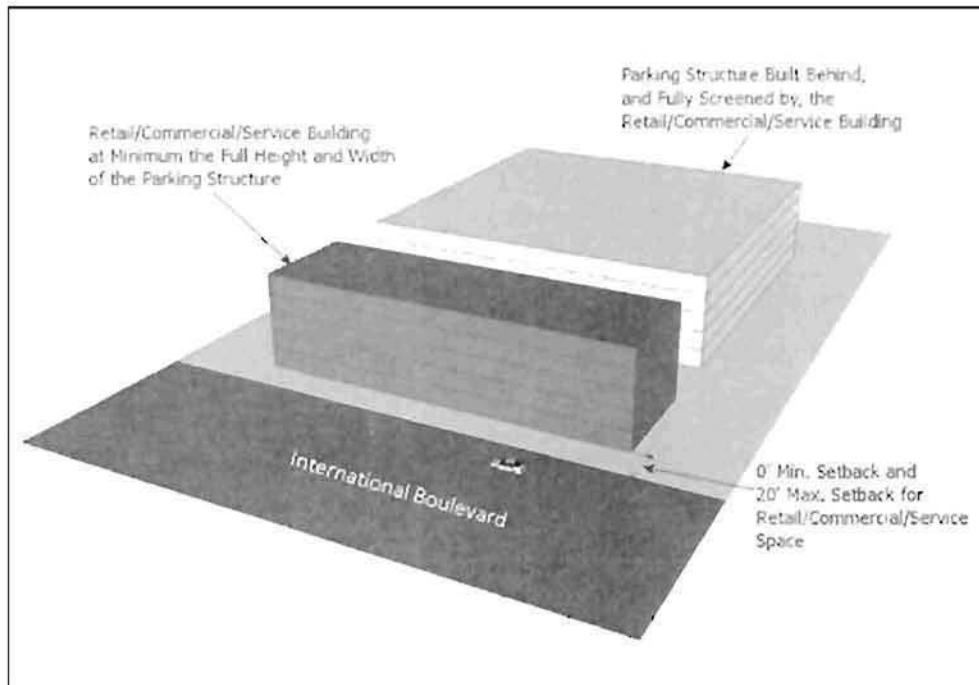


Figure 15.35.1034B – Building Type 2

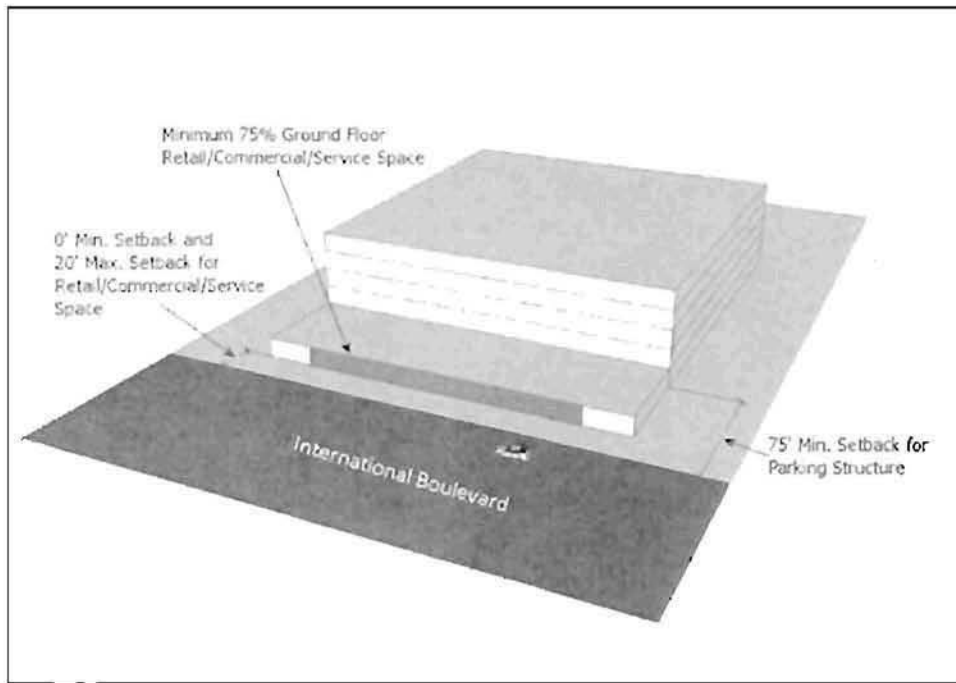


Figure 15.35.1034C – Building Type 3

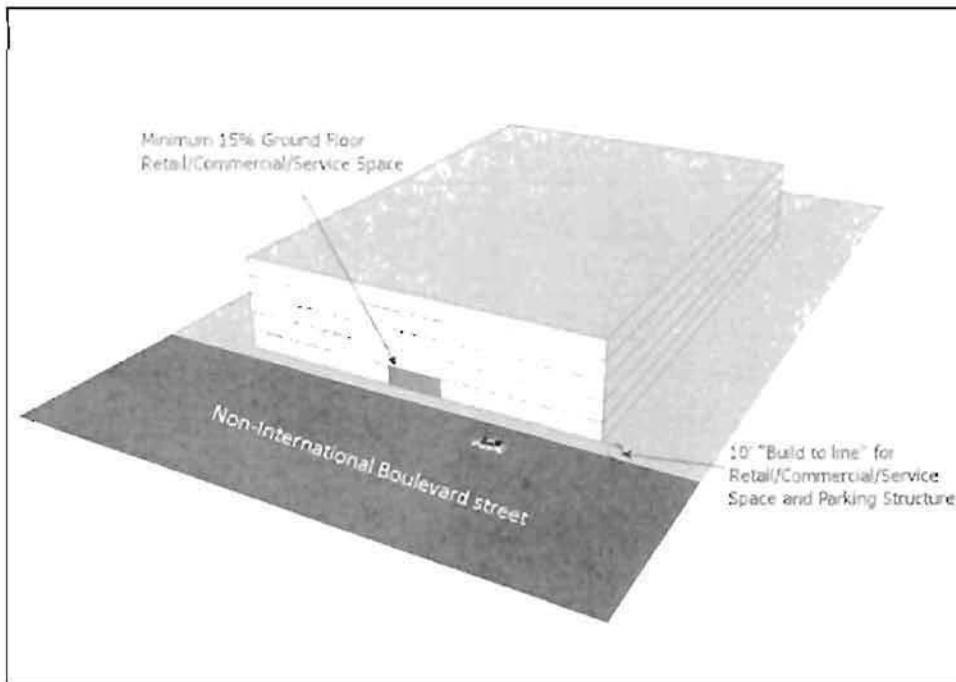


Figure 15.35.1034D – Building Type 4

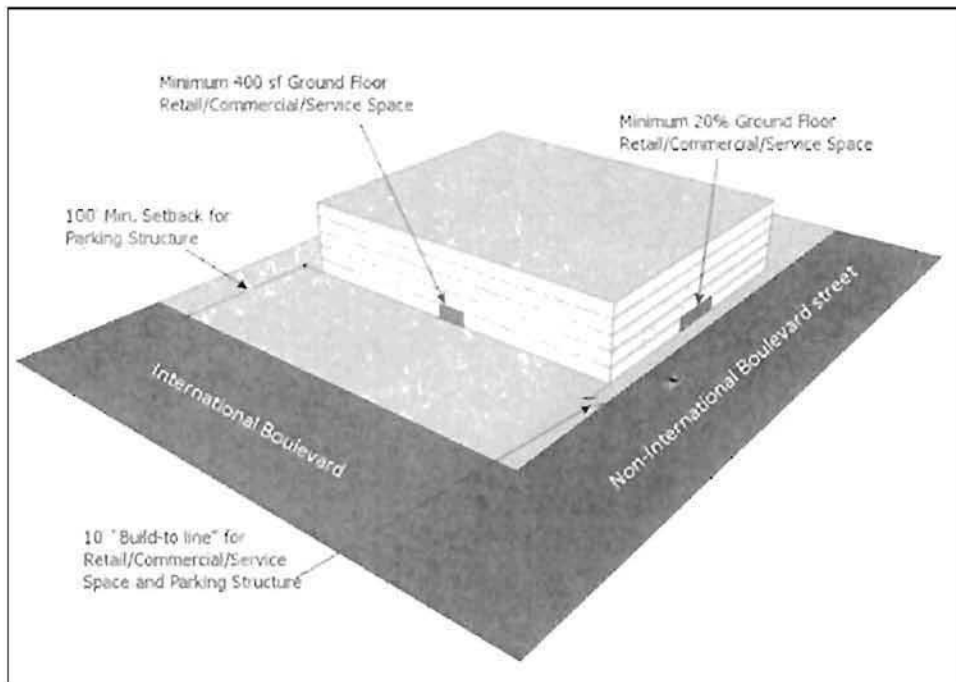


Figure 15.35.1034E – Building Type 5

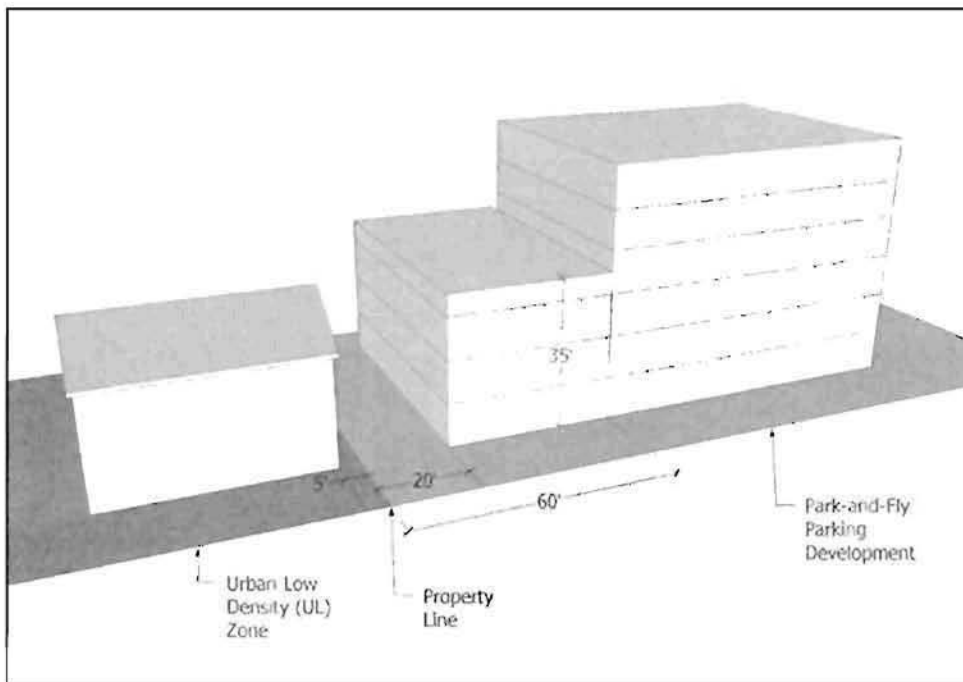


Figure 15.35.1034F – Minimum setback and maximum building height for developments adjacent to Urban Low Density (UL) zoned properties.

15.35.1036 Dimensional Standards Chart

SYMBOLS

n: User should refer to the regulations listed in the far right column for that specific standard.

--: A dimensional standard does not exist for that zone.

DEVELOPMENT STANDARDS		ZONE		ADDITIONAL REGULATIONS
		CB-C	O/CM	
FRONT YARD SETBACK		See Retail/Commercial/Service Space Requirements and Front Yard Setbacks		
SIDE YARD SETBACK, MINIMUM	NOT ADJACENT TO UL OR UM ZONE	0'	5'	If the landscape buffer exceeds the minimum setback, the buffer becomes the minimum setback.
	ADJACENT TO UL OR UM ZONE	20'	20'	
REAR YARD SETBACK, MINIMUM	NOT ADJACENT TO UL OR UM ZONE	0'	5'	If the landscape buffer exceeds the minimum setback, the buffer becomes the minimum setback.
	ADJACENT TO UL OR UM ZONE	20'	20'	
LOT COVERAGE, MAXIMUM		75%	75%	
STRUCTURE HEIGHT	MINIMUM	18'	18'	One (1) story structures shall be a minimum of eighteen (18) feet and have the appearance of two (2) story structures.
	MAXIMUM	FAA/Fire Code-n	45'	Properties abutting a UL zone shall incorporate a maximum building height of 35' within 60' of the abutting property line, relative to the base elevation of the adjacent UL parcel(s) where that base elevation is higher than the base elevation of the proposed project; provided, that the overall height of any structure shall not exceed the maximum structure height specified above. n: Limited by FAA and Fire Department regulations. Requires written certification from the FAA.

15.35.1040 Site Design

Developments shall have both an external orientation to the streetscape and an internal orientation to the pedestrian environment, with unifying open space and pedestrian pathways. Dense development patterns shall be broken up with passive or active open spaces such as plazas, parks, trails and other means and linked wherever possible. Open spaces should be useable, have good access and take advantage of local amenities such as Bow Lake. Lighting and landscaping should allow for safety and visibility of public and semi-public areas.

15.35.1041 Building Orientation and Relation to Adjacent Development

A. Commercial park-and-fly parking developments shall be oriented as follows:

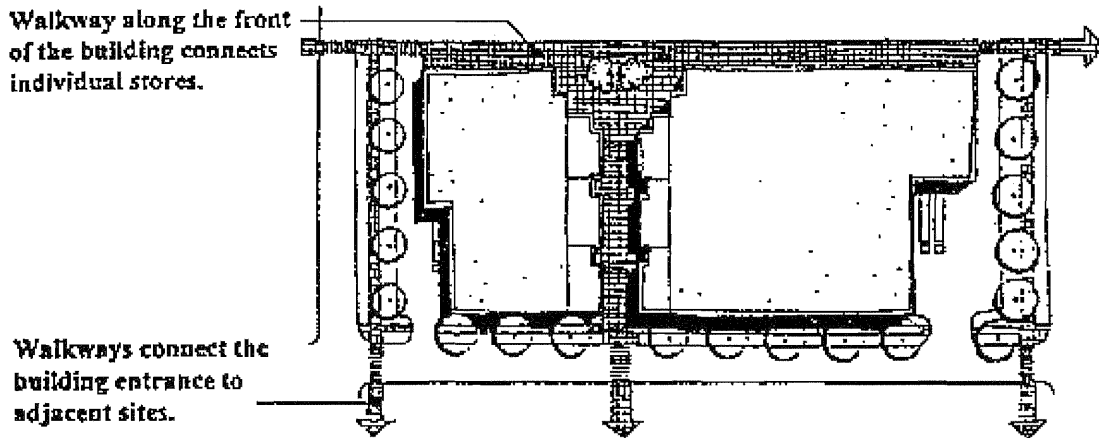
1. Buildings on lots with only one street frontage shall be oriented to said street.
2. Buildings on corner lots shall orient front facades to both the corner and adjacent public and/or private street fronts. Pedestrian entries near or on the corner are encouraged.
3. If the subject property abuts public and/or private streets classified as principal arterials by the SeaTac Comprehensive Plan along both its front and rear property lines, then the property owner shall either:
 - a. Design a single building with facade entries oriented toward both the front and rear property lines; or
 - b. Orient one (1) or more buildings toward the front property line along with a designated location for a current or future building or buildings oriented toward the rear property line.

B. Minimum Building Orientation Requirements. Building orientation shall include, at minimum, the primary pedestrian entrance facing the appropriate street, courtyard, or other common open space, with a pedestrian pathway connected to the sidewalk system.

C. Relation to Adjacent Development. Proposed developments shall coordinate with current site planning and development efforts on adjoining parcels to take advantage of opportunities to mutually improve development design.

1. Adjacent developments shall link open spaces and landscaping whenever possible.
2. Proposed developments shall provide publicly accessible pedestrian connections to adjacent residential neighborhoods wherever possible, via a through-block walkway or links to sidewalks. Provide stairs or ramps where necessary when topographic barriers, such as steep slopes, inhibit direct access to surrounding development or destination points, such as transit stops.

3. Where multi-family residential development is located adjacent to retail, commercial, employment, or institutional uses, side and/or rear yard landscape buffers shall be intersected by approved pedestrian circulation routes in order to facilitate convenient walking connections to adjacent uses or services.

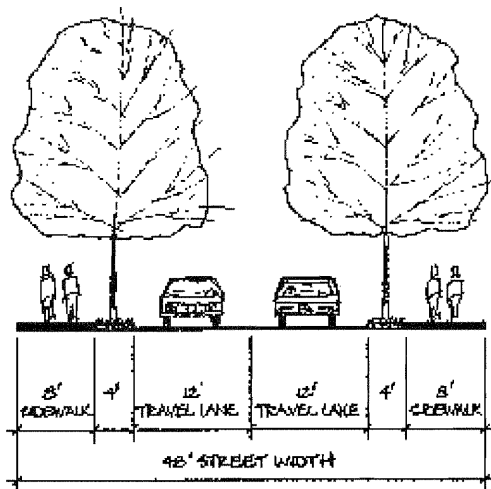
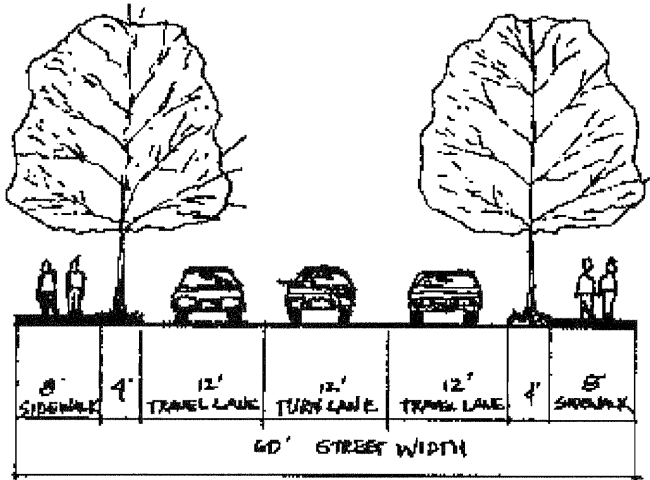


15.35.1042 Vehicular Circulation Requirements

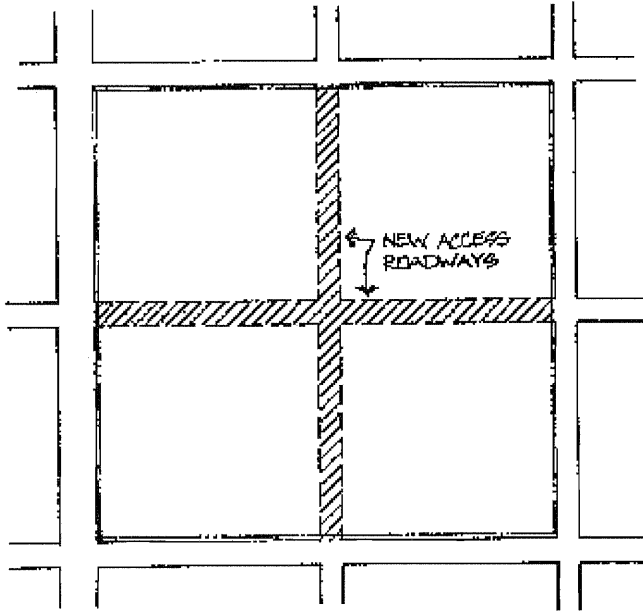
Purpose: Sufficient vehicular circulation should be provided through the establishment of an adequate network of collectors and minor arterials.

A. New City Center Streets. All new City Center streets shall be constructed within a minimum forty-eight (48) foot wide corridor (including streetfront pedestrian zones), and shall generally conform to the adopted City Center plan. Pedestrian and vehicular circulation within the City Center is intended to provide for public access, safe traffic flow, and connections to established vehicular and pedestrian routes, and is not intended to be applied prescriptively. Vehicular circulation shall be as approved by both the Director of Planning and Community Development and the Director of Public Works.

1. All collector streets shall be a minimum of forty-eight (48) feet in width and meet all applicable City Department of Public Works specifications.
2. All minor arterials shall be a minimum of sixty (60) feet in width and meet all City Department of Public Works specifications.



B. Street Design and Creation of Blocks. All streets shall be designed to create blocks which are no greater than four hundred (400) feet on a side. In cases where topographic or other environmental constraints preclude the creation of a four hundred (400) feet by four hundred (400) feet block size, the four hundred (400) foot maximum block length shall apply to only two (2) sides of a block, and the maximum block length may be waived by the Director of Planning and Community Development.



- C. Coordination with Adjacent Parcels.** An owner or developer shall coordinate with owners of adjacent parcels and consolidate, wherever possible, vehicular circulation routes to interconnect public and/or private streets in conformance with the adopted City Center Plan. Where appropriate, circulation corridors shall extend to the boundary line of the site parcel in order to provide for future development of adjacent parcels and connections with existing public and/or private streets.
- D. Dead-End Streets.** Dead-end streets shall be permitted only where there is no feasible connection with an adjacent public and/or private street.
- E. Half Streets.** Half-streets shall not be allowed, except as an interim circulation route as approved by both the Director of Planning and Community Development and the Director of Public Works, in which the other half of the public or private street shall be developed on an adjacent parcel.
- F. Enclosed Streets.** Public and private streets should not be enclosed. In cases where buildings are allowed to span public or private streets, the following standards shall apply:
1. The minimum ceiling height shall meet highway standards;
 2. Lighting sufficient to provide a safe pedestrian environment shall be in operation at all times;
 3. At the time of development, ground level retail space shall be constructed in accordance with the provisions of SMC 15.35.620, except as provided below:

- a. Ground level retail space shall be constructed either on one (1) side of City Center streets (collectors or minor arterials), for the full length of the enclosed area; or
 - b. Shall be constructed on both sides of the collector or minor arterial for fifty percent (50%) of the length of the enclosed area; and
 - c. Shall be served by the minimum utilities necessary for occupancy. These utilities include electricity, and sewer and water service;
4. Ground level retail space shall conform to the ground level transparency requirements specified in SMC 15.35.510;
 5. A minimum of one (1) piece of public art, approved by the Director of Planning and Community Development, shall be included for every fifty (50) feet of enclosed length. Art work may include, but is not limited to the following suggestions:
 - a. Artistic wall treatments such as painted murals, bas-relief murals, photographic montages, mosaics;
 - b. Artistic pavement or ceiling treatments as approved by the Director of Planning and Community Development;
 - c. Neon lighting sculptures or other artistic lighting displays;
 6. Ventilation systems to provide air inside the covered area that is at least as clean as ambient levels in the City Center outside the enclosure shall be in operation at all times;
 7. The interior space of the covered area shall appear in all aspects to be “pedestrian-oriented.”

15.35.1043 Pedestrian Circulation Requirements

Purpose: Pedestrian corridors should be inviting in their overall design, such as through the provision of street furniture and landscaping, and should feel secure by providing adequate safety measures, such as lighting.

- A. Site Plans Proposing Multiple Buildings.** All site plans proposing multiple buildings shall connect building entrances to one another and to pedestrian ways on adjacent public and/or private streets via a minimum four (4) foot wide walkway system separated from vehicular traffic. Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation.

- B. On-Site Pedestrian Ways.** On-site pedestrian ways shall be designed to connect to off-site pedestrian way systems on adjoining properties and public and/or private streets. On-site extensions of pedestrian circulation systems shall align with existing pedestrian off-site links.
- C. Pedestrian-Only Corridors.** Pedestrian-only corridors separate from the vehicular street system, as specified by the adopted City Center Plan (see “Pedestrian Connections” in City Center Plan, Figure 5.1), shall be a minimum of twenty (20) feet wide with a minimum twelve (12) foot pathway of an approved surfacing material.

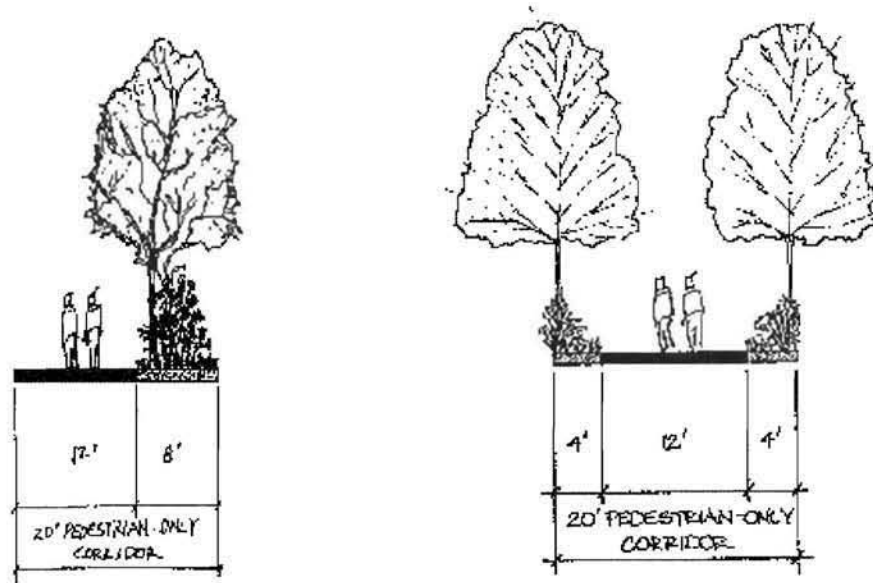


Figure 15.35.1043A – Minimum dimensions of pedestrian-only corridors.

- D. Buildings or Structures Built Across Designated Pedestrian-Only Corridors.** Buildings or structures approved by the Director of Community and Economic Development to be built across a designated pedestrian-only corridor, as specified in the City Center Plan (see “Pedestrian Connections” in City Center Plan, Figure 5.1), shall provide public pedestrian access through said structures at least between the hours of 6:00 a.m. and 8:00 p.m. daily.
- E. Public Easements for Pedestrian Circulation.** Public easements for pedestrian circulation shall be open to the public twenty-four (24) hours a day, except as specified in subsection (D) of this section. Private easements for pedestrian circulation should remain open to the maximum extent possible.
- F. At Grade and Elevated Pedestrian Walkways.** Primary pedestrian circulation and access shall be at grade. Elevated pedestrian walkways, if approved by the Director of Community and Economic Development, may be permitted for the following purposes:

1. To provide an extension to or direct connection with an elevated walkway/moving sidewalk;
2. To overcome obstacles of terrain;
3. To connect immediately adjacent components of a single development; or
4. To connect with elevated transit stations.

G. Pedestrian Walkway Connections and Transit Facilities. To promote public transit use, paved sidewalks or walkways shall be provided between building entrances and the nearest transit stop located within or adjacent to the subject property. Wherever possible, buildings shall be sited adjacent to or connected with transit stop facilities. Lighting shall be provided along pedestrian walkway connections and adjacent to transit stop facilities.

15.35.1045 The Layout and Width of Streetfront Pedestrian Zone

Within the City Center, all new sidewalks and street improvements shall include a streetfront pedestrian zone, consisting of street landscaping and a sidewalk clear-through zone.

- A. Street Landscaping.** A minimum four (4) foot wide street landscaping zone shall be required adjacent to the street curb, consisting of a combination of trees, landscaping, light poles, and street furniture in a manner to be approved by the Director of Community and Economic Development.
1. The street landscaping zone will include either tree wells and grates for street trees; or shrubs, ground cover and/or lawn in addition to street trees.
 2. Street trees shall be deciduous shade trees capable of at least twenty-five (25) feet in height. Street trees shall be planted within the street landscaping zone along public and/or private streets and be spaced no more than thirty (30) feet apart as described in SMC 15.14.130, except where variations in tree spacing, as approved by the Director of Community and Economic Development, may be considered to enhance plaza areas, emphasize building focal points or avoid visually blocking retail storefront entrances.
- B. Sidewalk Clear-Through Zone.** A pedestrian sidewalk clear-through zone shall be created along the public and/or private street frontage consisting of a minimum eight (8) foot wide paving area free of physical obstructions to pedestrian movement.
1. The combination of street landscaping and sidewalk clear-through zones shall form a minimum twelve (12) foot wide pedestrian zone between the street curb and any building edge or facade landscaping bed.

- C. **Fences.** Fences over four (4) feet in height or other features that form continuous visual barriers or block views to the windows of a ground level retail/commercial or service use are prohibited within the front yard setback zone.
- D. **Monument Signs.** Monument signs shall be located according to an approved site plan and in a manner that does not obstruct pedestrian movement.

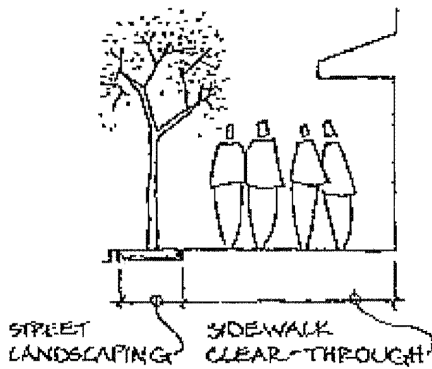


Figure 15.35.1045A – Sidewalk clear-through zone.

15.35.1046 Driveway Entrances

- A. **Driveways Serving Porte Cocheres.** Driveways serving front yard porte cochere building entries shall be approved by the Director of Community and Economic Development and include only the short-term parking that can be accommodated along one (1) double-loaded drive aisle.
- B. **Pedestrian Entry Routes.** Pedestrian entry routes interrupted by driveways shall be distinguished from the driveway surface by decorative paving to the building entrance.
- C. **Driveway Stacking Lanes.** Driveway stacking lanes associated with drive-through facilities shall not be located between the building and any property line adjacent to a public and/or private street.

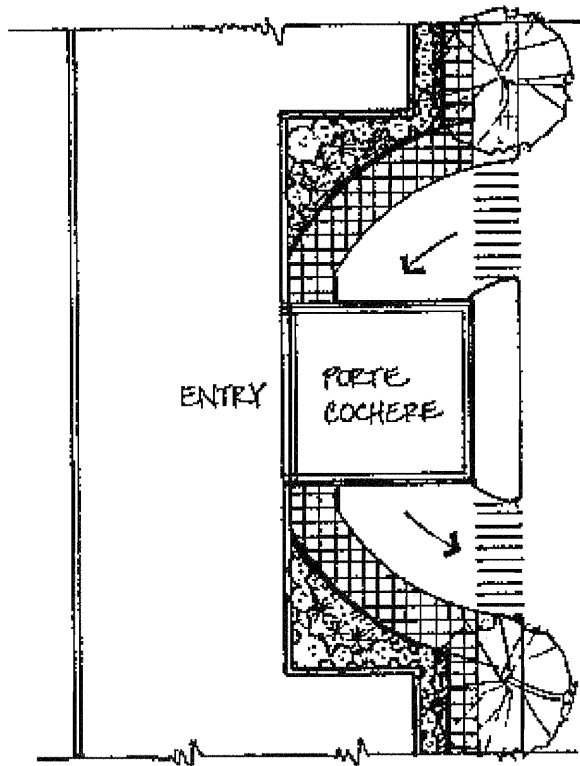


Figure 15.35.1046A – Driveway serving a porte cochere.

15.35.1047 Open Space and Amenities

A. Minimum Open Space Required

1. A minimum of five percent (5%) of net site area, excluding portions of a parcel classified as wetland; storm water facility, provided that such storm water facilities are at grade and not covered; or open water, shall be set aside as usable outdoor open space accessible to the public.
2. The following shall not count toward meeting the minimum open space requirement:
 - a. Required landscaping and sensitive area buffers without common access links, such as pedestrian trails.
 - b. Driveways, parking, or other auto uses.
 - c. Areas of a parcel with slopes greater than eight percent (8%) shall not qualify as usable outdoor open space, unless the area has been developed with an enhanced accessibility system of stairs, ramps, terraces, trails, seating areas, or other site improvements as approved by the Director of Community and Economic Development.

- d. Areas of open water.
- e. Wetland buffer and setback areas.

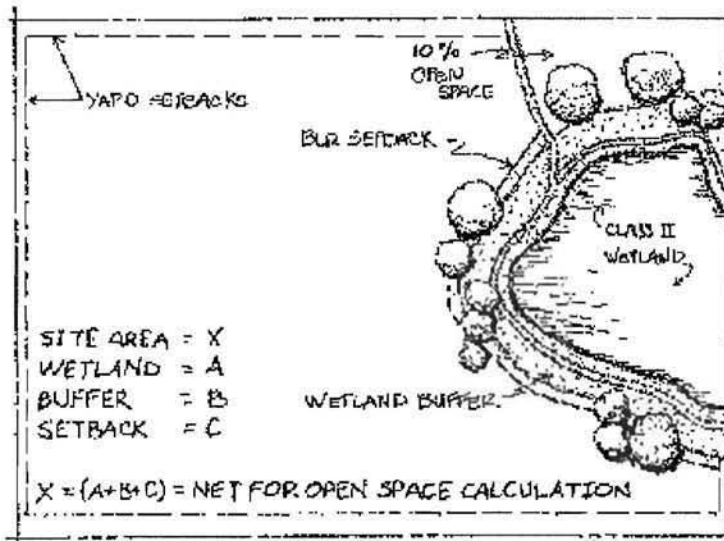


Figure 15.35.1047A – Open space calculation when sensitive areas are present.

- 3. Usable open space shall include one (1) or more of the following:
 - a. Active outdoor recreation areas;
 - b. Multi-purpose green spaces;
 - c. Pedestrian-only corridors separate from the public or private roadway system and dedicated to passive recreation, including access links in sensitive area buffers. The square footage (length times width) of pedestrian-only corridor shall be counted as usable open space; and/or
 - d. Publicly accessible plazas, courtyards, pocket parks and decorative paving areas constructed contiguous with a new or existing sidewalks located either within the front yard setback or elsewhere on-site. Developments proposing on-site plazas and pocket parks as publicly accessible project amenities shall link the open space elements with adjacent sidewalks, pedestrian paths, and/or bikeways. Publicly accessible courtyard designs shall conform to the following standards:
 - i. The courtyard dimension is a measurement of the usable open space between two (2) buildings or to a property line, and shall have a width equal to the height of the building, up to a maximum of seventy-five (75) feet, but in no cases less than twenty (20) feet.
 - ii. If the enclosing walls of a courtyard terrace upward and back with succeeding stories, the courtyard dimension shall be measured from the lowest enclosing floor or projection.

4. The front yard open space requirement as per SMC 15.35.1047 (C), and lakefront open space requirement as per SMC 15.35.1047 (D) may be counted toward the minimum open space area requirement.
 - a. Developments have the option of contributing to a City Center open space fund in lieu of setting aside additional on-site open space area greater than the minimum required in both the front yard, as per SMC 15.35.1047(C), and along lakefronts, as per SMC 15.35.1047 (D). The City shall use the funds contributed to the City Center open space fund within six (6) years on an approved open space/park project or return said funds to contributors. Revenue from the City Center open space fund may be applied only to open space/park projects within the defined City Center area.
 - b. To receive exemption for an amount of on-site open space totaling less than the required open space area, a contribution to the City Center open space fund shall be made in an amount that equals the monetary value of that portion of site area which is less than the required open space.
5. Usable open space areas on-site shall be organized and designed in a manner that allows for maximum integration with open space on adjacent parcels.

B. Location of Open Space

Open space shall be located at the front of a property or at the side of the property provided it is contiguous to the required front yard open space as described below. Exceptions shall be made for open space incorporating Bow Lake as a focal point as described in SMC 15.35.1047(D).

C. Front Yard Open Space

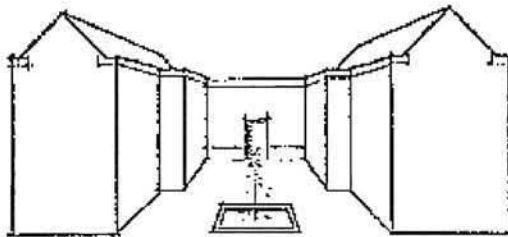
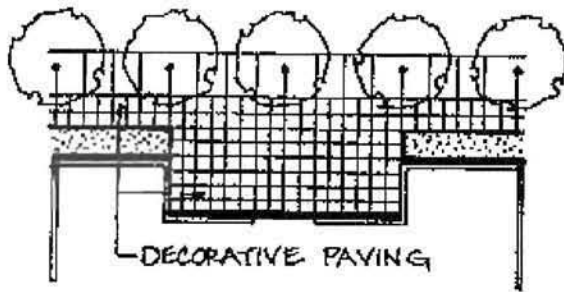
The following front yard open space regulation shall supersede the street frontage landscape requirement as specified in SMC 15.14.020(C) and 15.14.060. The building facade landscaping requirement shall continue to apply to uses in the City Center, except under pedestrian weather protection structures, as specified in SMC 15.35.1048 Landscaping.

1. Front yard open space area equal to the square footage of a five (5) foot strip along the length of the street-facing front facade(s) shall be developed and arranged in a manner that is accessible to the public at all times, directly connected to a sidewalk or pedestrian pathway, and bordered on at least one (1) side by, or readily accessible from, approved structure(s) on-site. Front yard open space shall be placed in one (1) or more of the following ways, as approved by the Director of Community and Economic Development:

- a. Plaza, Courtyard, or Pocket Park. Publicly accessible open space of a minimum two hundred (200) square feet that is adjacent to a pedestrian building entrance and consisting of at least fifty percent (50%) decorative paving. The remaining percentage of required open space area may be installed as plantings within or immediately adjacent to the plaza, courtyard, or pocket park. One (1) tree shall be required for every two hundred (200) square feet of decorative paving area. Decorative paving areas shall be constructed of such materials as stamped, broom finish, or scored concrete; brick or modular pavers;
 - b. Multi-Purpose Green Space. A combination of grass, pedestrian ways, and seating areas of a minimum two hundred (200) square feet. One (1) tree shall be required for every two hundred (200) square feet of green space area; and/or
 - c. Decorative Paving Contiguous with Sidewalk. A minimum five (5) foot wide decorative paving area constructed contiguous with a new or existing sidewalk along the length of the front yard building facade, coupled with a direct connection between the building entrance and sidewalk.
2. Outdoor Seating. Publicly accessible plazas, courtyards, and pocket parks shall include at least one (1) linear foot of seating per each forty (40) square feet of plaza, courtyard, or pocket park space on-site. Outdoor seating shall be in the form of:
 - a. Freestanding outdoor benches of a minimum sixteen (16) inches wide; or
 - b. Seating incorporated into low walls, raised planters or building foundations at least twelve (12) inches wide and eighteen (18) inches high.
3. Focal Point For Plazas, Courtyards and Pocket Parks. In addition to seating, publicly accessible plazas, courtyards, and pocket parks should incorporate one (1) or more of the following open space amenities in order to encourage pedestrian use and activity:
 - a. Public art, such as a water feature or sculpture;
 - b. Transit stops;
 - c. Performance/stage areas; or
 - d. Other public amenities, as approved by the Director of Community and Economic Development.

4. Accessory Site Furnishings

- a. Accessory site furnishings shall be located so as not to obstruct pedestrian access along sidewalks and to businesses.
- b. Waste receptacles, movable planters and other accessory site furnishings shall be of a design which is compatible with the design of the plaza, courtyard, or pocket park, through the use of similar detailing or materials.



Organized around an outdoor space.

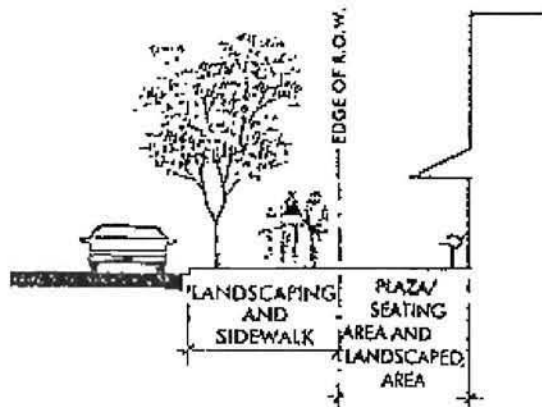


Figure 15.35.1047B – Examples of front yard open space elements.

D. Incorporating Bow Lake as a Focal Point

New development and major redevelopment adjacent to Bow Lake shall be designed to increase opportunities for the public to both view and access the

lakefront area, while at the same time minimizing impacts on the waterway's biologic and hydrologic functions.

1. The Bow Lake waterfront buffer and building setback area, as required in SMC 15.30.190, should be made publicly accessible through the construction of pedestrian access trail links, seating areas, and shoreline viewing points, in conformance with SMC 15.30.300.
2. Adjacent lakefront developments shall link waterfront open spaces and associated pedestrian circulation systems.
3. Properties adjacent to Bow Lake shall provide a pedestrian access corridor to the lakefront area from an adjacent public or private street. Side yard pedestrian access links may be shared between adjacent properties.
4. All nonresidential properties abutting Bow Lake and associated wetlands shall provide at least one (1) clearly marked public entry facing the lake designed to connect with the planned pedestrian trail.

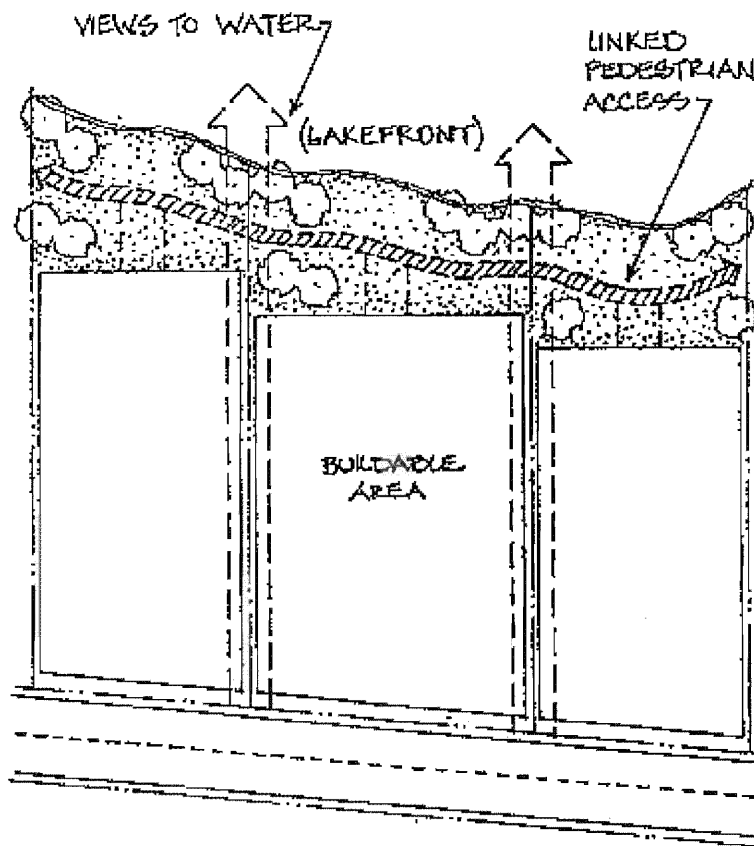


Figure 15.35.1047C – Incorporating Bow Lake into open space design.

15.35.1048 Landscaping

Landscaping for commercial park-and-fly parking developments shall conform to the regulations listed in SMC 15.14 with the following exceptions:

- A. For portions of parking structures without a ground floor retail/commercial/service use, the following building facade landscaping is required:
1. A five (5) foot wide building facade landscape strip is required for commercial park-and-fly parking developments and shall consist of the following:
 - a. A mix of evergreen shrub groupings spaced no more than four (4) feet apart that do not exceed a height of six (6) feet at maturity;
 - b. Ground cover; and
 - c. Seasonal displays of flowering annual bedding plants.
 2. Building facade landscaping shall not be required under pedestrian weather protection structures along public or private street frontages. Any facade landscaping provided under pedestrian weather protection structures shall be of such width that a minimum four (4) feet of unobstructed walking area remains under the building awning, canopy, overhang, or other weather protection structure.

15.35.500 Building Design

Purpose: Buildings shall be designed to promote an architecturally appealing environment. Design emphasis should be given to the pedestrian through the provision of inviting building entries, street-level amenities and other structural and facade elements to encourage pedestrian interaction. Commercial park-and-fly structures or structures associated with commercial park-and-fly development shall be designed to minimize the obtrusiveness of the parking use and encourage architectural compatibility with adjacent development.

15.35.1052 All Structures

This subsection shall apply to all structures associated with a commercial park-and-fly parking development.

A. Character and Massing

1. Architectural Focal Points
 - a. All building facades visible from public view shall contain a focal point near the main activity areas, building entrances, building corners, or pedestrian plazas using at least one (1) of the following methods:
 - i. Unique materials;
 - ii. Tower elements and/or rooflines that accentuate the corner;

- iii. Height differentiation; and/or
 - iv. Variation in building massing.
- b. Developments on International Boulevard corner lots shall contain a focal point that increases the visibility and landmark status of the building(s) using at least one (1) of the following methods:
- i. Orientation of the building;
 - ii. Unique materials;
 - iii. Architectural features;
 - iv. Tower elements and/or roof lines that accentuate the corner;
 - v. Height differentiation; and/or,
 - vi. Variation in building massing.



Figure 15.35.1052A – Corner lot development using unique architectural features and a tower element as a focal point.

2. Building Modulation

- a. Vertical Modulation. Buildings shall employ one (1) or more of the following methods of vertical modulation at least every forty (40) feet for street facing facades of any length and at least every eighty (80) feet for non-street facing facades greater than one hundred fifty (150) feet in length:

- i. Varying the arrangement, proportioning and/or design of doors, windows, or openings;
 - ii. Incorporating changes in architectural materials;
 - iii. Projecting forward or recessing back portions or elements of the facade;
- b. Horizontal Modulation. Buildings shall employ one (1) or more of the following methods of horizontal modulation:
- i. Street facing facades of any length:
 - Stepping back the upper floors from the ground floor building facade;
 - Changing materials between the building base and upper floors; and/or
 - Another architectural element that accomplishes the intent of the horizontal modulation standard as approved by the Director of Community and Economic Development.
 - ii. Non-street facing facades greater than one hundred fifty (150) feet in length:
 - Stepping back the upper floors from the ground floor parking structure facade;
 - Changing materials between the parking structure base and upper floors; and/or
 - Including a continuous cornice line or pedestrian weather protection element between the ground floor and upper floors.

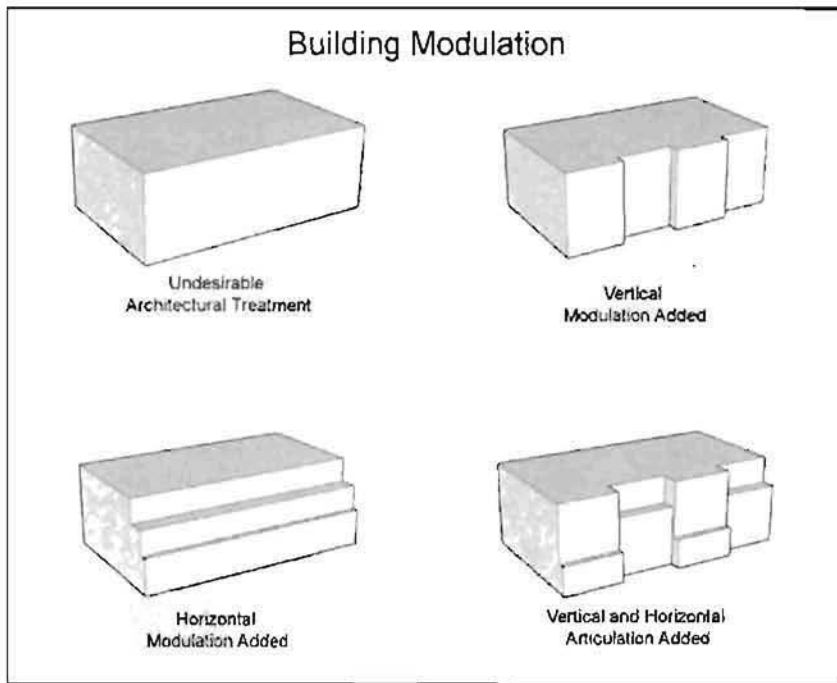


Figure 15.35.1052B – Examples of vertical and horizontal building modulation by projecting forward or recessing back portions or elements of the facade.

3. International Boulevard Façade Treatment

In order to enhance building design at the street level, the first two floors of building façade fronting on International Boulevard shall have the appearance of a retail/commercial/service building through the careful architectural integration and coordination of the design of the ground floor and upper floor including the following:

- a. First/Ground Floor: Development shall comply with ground floor use requirements in SMC 15.35.1034, Retail/Commercial/Service Spaces Requirements and Front Yard Setbacks Chart, and design requirements as listed in SMC 15.35 and elsewhere in the code, including but not limited to, transparency, weather protection and pedestrian entrances.
- b. Second Floor: One hundred percent (100%) of the building façade, up to a minimum of eighteen feet (18'), shall replicate the appearance of a retail/commercial/service building through utilizing a combination of the architectural treatments listed below:
 - i. Glazing, clerestory windows, architectural variation, high quality building materials or other unique high quality architectural treatments to be approved by the Director of Community and Economic Development.

B. Pedestrian Entries

1. Primary pedestrian entries shall be designed to be clearly visible or recognizable from an adjacent public or private street through the incorporation of two (2) or more of the following features:
 - a. Canopies, awnings, or other entry coverings that provide pedestrian shelter and interest;
 - b. Distinctive architectural elements such as a variation in the building footprint, roof form, or amount of transparent glazing;
 - c. Pedestrian-scaled ornamental lighting no greater than sixteen (16) feet in height;
 - d. Landscaping designed as entry focal point.
2. All ground level pedestrian entries shall be located no more than three (3) feet above or below the grade of the sidewalk. In the case of an allowable grade difference between a building entry and adjoining sidewalk, provide stairs and/or ramps to accommodate pedestrian access.



Figure 15.35.1052C – Pedestrian entry with a covering and a distinctive architectural element.

C. Ground Floor Transparency Requirements

1. Windows shall be provided on the street level rather than blank walls to encourage a visual link between the business and passing pedestrians.

2. Transparency requirements shall apply to the portions of buildings with a ground floor retail/commercial/service use adjacent to a street or pedestrian way. Transparency requirements shall not apply to the portions of buildings with ground floor housing or parking areas.
 - a. Windows shall cover at least sixty percent (60%) of the wall area adjacent to a street or pedestrian way.
 - b. Darkly tinted, mirrored or reflective glass shall not be used. Lightly tinted windows are allowed for nonretail uses.
 - c. Transparency requirements shall apply to that area of the ground floor building wall fronting the street up to the finished ceiling height of the first floor building space.
 - d. Windows shall begin twelve (12) to thirty (30) inches above the finished grade of the first floor building space.)

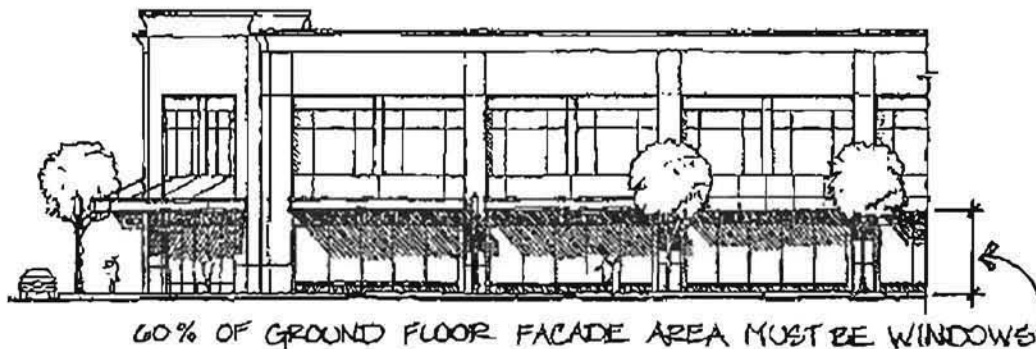


Figure 15.35.1052C(2)a – Windows shall cover at least sixty percent (60%) of the ground floor.

D. Treatment of Blank Walls

The definition of a “blank wall” is any wall or portion of a wall that is located within forty (40) feet of a street or pedestrian-only corridor and is without a ground level window, door or facade opening along any street-facing facade section of twenty (20) feet in length or more

1. Where blank wall sections are unavoidable due to the requirements of a particular land use or structural needs, they shall not exceed a length of fifty (50) feet, or twenty percent (20%) of the length of the street-facing facade, whichever is less.
2. Blank wall sections of allowed lengths shall receive one (1) or more of the following special design treatments up to at least the finished ceiling height of

the first floor building space in order to increase pedestrian comfort and interest:

- a. Install vertical trellis in front of the wall with climbing vines or other plant materials over at least thirty percent (30%) of the blank wall surface;
- b. Provide a decorative masonry pattern, or other architectural feature as approved by the Director of Community and Economic Development, over at least thirty percent (30%) of the blank wall surface; and/or
- c. Employ small setbacks, projections, indentations, or intervals of material change to break up the wall's surface.

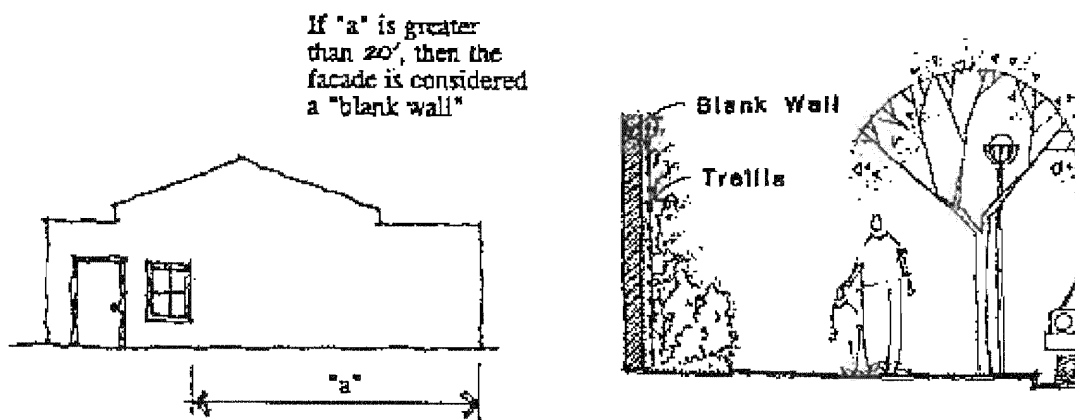


Figure 15.35.1052D - Blank Wall Dimensions and Design Treatments

E. Pedestrian Weather Protection Along Building Facades

1. Building facades with ground floor retail/commercial or service uses shall be designed to provide for pedestrian weather protection through the use of awnings, canopies, colonnades, marquees, or building overhangs. Pedestrian weather protection structures shall extend along at least the length of the street-facing facade with the ground floor retail/commercial or service use.
2. Pedestrian weather protection structures shall extend a minimum of four (4) feet out from the building facade. The maximum horizontal projection from the surface of the building shall be eight (8) feet or seventy-five percent (75%) of the distance to the curb face, whichever is less. Pedestrian weather protection structures shall be architecturally integrated with the ground level design of the building to which it is attached.
3. The minimum height of pedestrian weather protection structures shall be eight (8) feet and six (6) inches above the sidewalk surface. Maintain a horizontal consistency by aligning the bottom edge of weather protection structures with those on adjacent buildings. Where the grade is sloping,

maintain the average height above grade of adjacent weather protection structures.

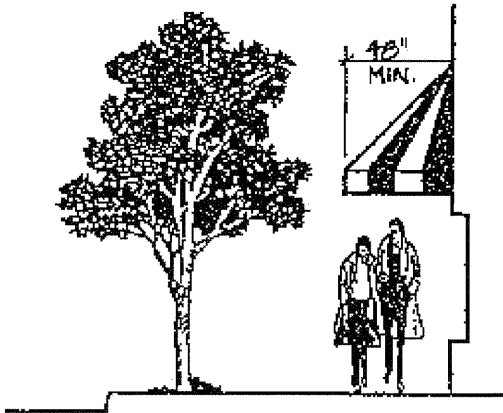


Figure 15.35.1052E – Pedestrian weather protection shall extend at least four (4) feet from the building façade.

F. Building Colors and Materials

1. Quality, durable materials shall be used in building design. Materials that have a track record of installation difficulties or lack of durability shall be subject to provision of warranty information from manufacturers and installers. Building materials with a history of problems with installation and rapid decay may be disallowed.
2. Predominant materials should include any combination of brick, wood, stone, and/or tinted/textured concrete
3. The following materials and features are prohibited:
 - a. Mirror glass or other highly reflective materials;
 - b. Corrugated fiberglass;
 - c. Chain link fencing; and
 - d. Bare or painted concrete as a predominant façade treatment.



Figure 15.35.1052F(1-2) – Example of desirable building materials – combination of brick and stone.

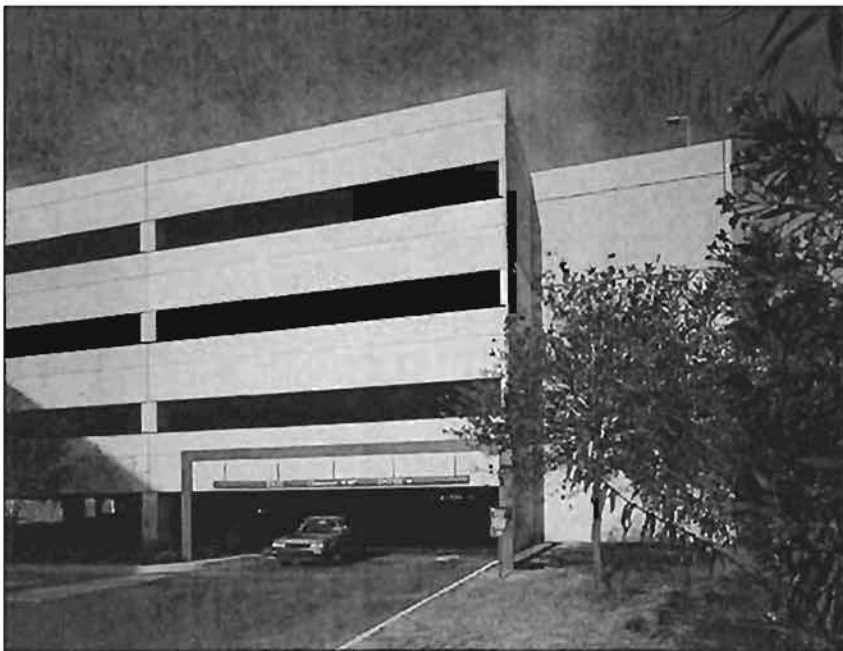


Figure 15.35.1052F(3) – Example of undesirable building materials – bare concrete as predominate façade treatment.

G. Rooftop Equipment

Building rooftops shall be designed to effectively screen mechanical equipment from street-level view through one (1) or more of the following methods:

1. A concealing roof line;
2. A terraced facade;

3. A screening wall or grillwork directly surrounding the equipment;
4. Sufficient setback from the facade edge to be concealed from ground level view.

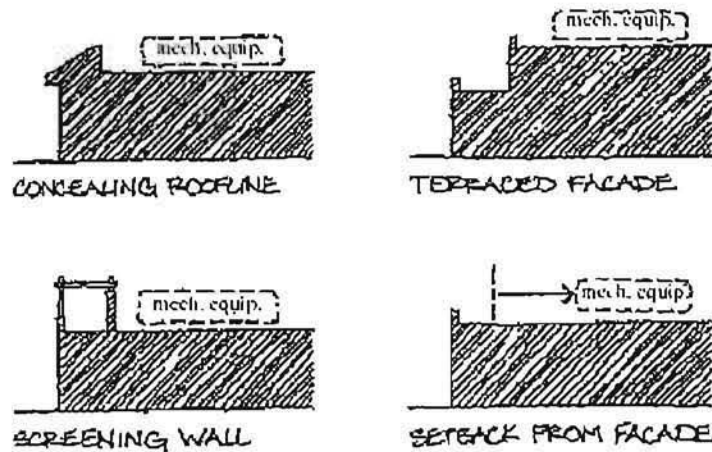


Figure 15.35.1052G – Rooftop equipment shall be screened from street level view through on the methods shown.

15.35.1054 Non-Parking Structures

This subsection shall only apply to non-parking structures associated with a commercial park-and-fly parking development.

In order to provide a visual terminus to the tops of City Center buildings and soften rectilinear forms, non-parking structure roof designs must conform to one (1) of the following options:

- A. **Roof Line with Architectural Focal Point.** A roof line focal point refers to a prominent rooftop feature such as a peak, tower, gable, dome, barrel vault or roof line trellis structure.
- B. **Roof Line Variation.** The roof line articulated through a variation or step in roof height or detail, such as:
 1. **Projecting Cornice:** Roof line articulated through a variation or step in cornice height or detail. Cornices must be located at or near the top of the wall or parapet.
 2. **Articulated Parapet:** Roof line parapets shall incorporate angled, curved or stepped detail elements.
- C. **Pitched Roof or Full Mansard.** A roof with angled edges, with or without a defined ridge line and extended eaves.

- D. Terraced Roof.** A roof line incorporating setbacks for balconies, roof gardens, or patios.

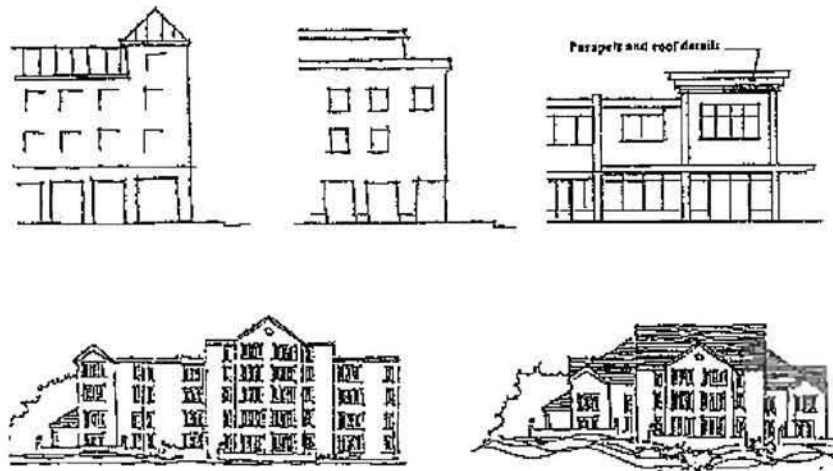


Figure 15.35.1054A – Examples of non-parking structure roof designs.

15.35.1056 Parking Structures

This subsection shall only apply to parking structures associated with commercial park-and-fly parking developments.

A. General

1. Parking structures shall conform to the standards set forth in SMC 15.15.100, Off-Street Parking Plan Design, and Crime Prevention through Environmental Design (CPTED) standards as set forth in SMC 17.28, Parking Structures.
2. Parking decks shall be flat to the maximum extent possible to increase visibility.
3. At a minimum, a majority of both the ground floor and top parking decks shall be required to be flat, as opposed to continuously ramping.
3. Methods such as long-span construction and high ceilings shall be used to encourage openness.
4. Lighting on and/or within multi-level parking structures shall be screened, hooded or otherwise limited in illumination area so as to minimize excessive “light throw” to off-site areas.

B. Roofs/Top Floors

Parking structure roofs/top floors must conform to one (1) or more of the following options:

1. A roof/top floor focal point such as a peak, glazed elevator and/or stair tower, or top floor line trellis structure.
2. Projecting Cornice: Roof/top floor line articulated through a variation or step in cornice height or detail. Cornices must be located at or near the top of the wall or parapet.
3. Articulated Parapet: Roof/top floor line parapets shall incorporate angled, curved or stepped detail elements.



Figure 15.35.1056B(1) – Glazed stair tower as a roof/top floor focal point.

C. Parking Area Screening

1. Ground floor parking areas facing a street or pedestrian way shall be completely enclosed or wholly screened through any combination of walls, grilles, or transparent or opaque glazing.
2. Upper floor parking areas facing a street or pedestrian way shall be screened incorporating a combination of decorative grilles, railings, the design of window like openings, and/or other screening materials aesthetically compatible with the building design.



Figure 15.35.1056C – Example of upper floor screening using window like openings and other screening materials.

D. Vehicle Entrances

Vehicle entrances shall be subordinate to pedestrian entrances in terms of prominence on the street, location and design emphasis.

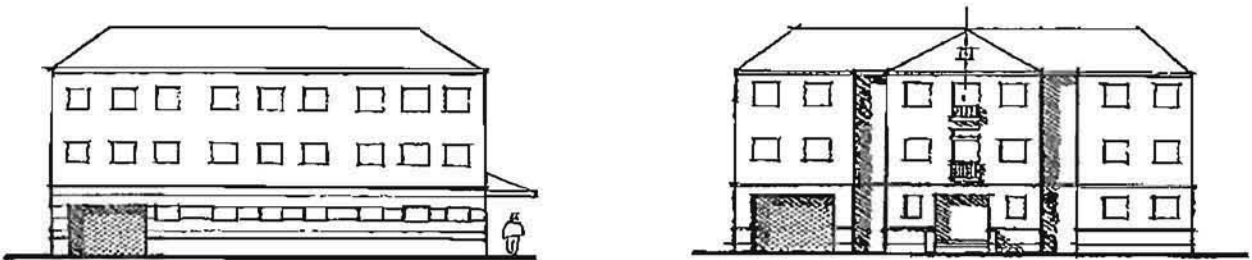


Figure 15.35.1056D – Examples of location of vehicle entrances.

Section 10. Section 15.10.446 of the SeaTac Municipal Code is hereby amended to read as follows:

15.10.446 Parking, Commercial (Non-Park-and-Fly)

A use of land or structure for the parking of motor vehicles as a commercial enterprise for which fees are charged, except for Commercial Park-and-Fly Parking.

Section 11. A new Section 15.10.447 is hereby added to the SeaTac Municipal Code to read as follows:

15.10.447 Parking, Commercial Park-and-Fly

A use of land or structure for the parking of motor vehicles for airport parking, specifically, the storage of the motor vehicles of airport passengers, for a fee for any period of time. Commercial Park-and-Fly Parking does not include Commercial (Non-Park-and-Fly) Parking.

Section 12. Section 15.10.449 of the SeaTac Municipal Code is hereby repealed:

Section 13. Section 15.10.175.03 of the SeaTac Municipal Code is hereby amended to read as follows:

15.10.175.03 Development Site

A development site is the sum total of all parcels of property incorporated into a development at any point of time. This includes the incorporation of any additional properties into the development site. (See Figure 15.10.175.03a)

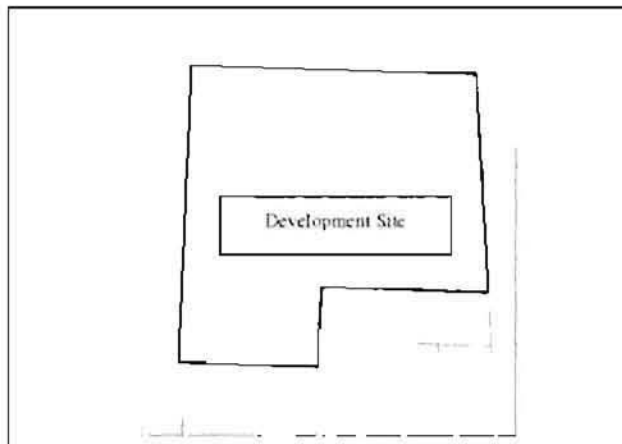


Figure 15.10.175.03a.
DEVELOPMENT SITE

Section 14. Section 15.12.050 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.050 Government/Office, Business Uses

ZONES: UH – Urban High Density O/CM – Office/Commercial Medium

P – Park NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use
 UL – Urban Low Density ABC – Aviation Business Center T – Townhouse
 UM – Urban Medium Density I – Industrial/Manufacturing
 P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES												
		P	MHP	UL	UM	UH	NB	CB	ABC	I	O/CM	BP	O/C/M U	T
GOVERNMENT/OFFICE USES														
071	Social Service Office					C*	P	P*	P*	P	P*	C*(1)	P*	
072	Public Agency Office					P*	P	P*	P*	P	P*	C*(1)	P*	
073	Public Agency Yard	C(2)		P(4)				P*	C*	P	C*	C*	C*	
074	Public Archives	C(3)					C	P*	P*	P	P*	C*	P*	
075	Court							P*	P*	P	P*	C*(1)	P*	
076	Police Facility	P		C	P	P*	P	P*	P*	P	P*	P*	P*	
077	Fire Facility	P		C	P	P*	P	P*	P*	P	P*	P*	P*	
079	Helipad/Airport and Facilities									P				
080	Utility Use			C	C	C*	C	C*	P*	P	C*	C*	C*	
081	Utility Substation			C	C	C*	C	P*	P*	P	C*	C*	C*	
082	Financial Institution						P	P*	P*	P	P*	C*(1)	P*	
083	City Hall			P	C*	C*		P*	P*		P*	C*	P*	
083.5	Secure Community Transition Facility							C*(5)	C*(5)	C(5)	C*(5)	C*(5)		
BUSINESS SERVICES USES														
084	Landscaping Business							P*	P*	P		P*		
085	Butterfly/Moth Breeding						P	P*	P*	P				
086	Construction/Trade							C*	P*(1)	P	C*			
087	Truck Terminal							C*	P*(1)	P	C*			
088	Airport Support Facility								P*					
089	Warehouse/Storage						C	C*	P*	P	C*	P*		
090	Professional Office					P*	P	P*	P*	P	P*	P*(1)	P*	
091	Heavy Equipment Rental								C*	P				
092	Misc. Equipment						C	P*		P	P*(1)			

	Rental Facility												
093	Auto Rental/Sales						P*	P*(1)	P	C*(1)			
094	Commercial (Non-Park-and-Fly) Parking					C	P*	P*	P	C*(1)			
094.5	Commercial Park-and-Fly Parking					C	P*	P*	P	C*(1)			
095	Large Vehicle Repair								P				
096	Heavy Equipment Repair								P				
097	R and D/Testing					C	C*	P*	P	C*	P*		
098	Commercial/Industrial Accessory Uses					P	P*	P*	P	C*			

* See Chapters 15.13 and 15.35 SMC for additional development standards.

- (1) Accessory to primary use not to exceed twenty percent (20%) of primary use.
- (2) A public agency yard located on property within the park zone may be used as a combined maintenance facility for park and nonpark purposes; provided, that the facility shall be no more expansive than that which is reasonably expected to be needed for park maintenance when park facilities are fully developed.
- (3) A public archives facility located on property within the park zone is limited to existing structures.
- (4) Applies only to City of SeaTac Public Works Maintenance Facility located at the Glacier High School site, on an interim basis. The City of SeaTac shall be allowed to expand the maintenance facility at that site to the extent authorized by the City Council; until such time as a replacement facility at another site is operational.
- (5) Secure community transition facilities are subject to the CUP-EPF siting process (SMC 15.22.035).

Section 15. Section 15.14.020 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.020 Authority and Application

- A. The provisions of this chapter shall apply to:
 - 1. All new developments on vacant land requiring building permits; or
 - 2. When the gross floor area (gfa) of a building/complex expands beyond twenty percent (20%) of the total existing gfa, the current landscape standards shall be applicable and integrated into the redevelopment. Within the Neighborhood Business (NB) zone, the provisions of this chapter shall apply when the complex expands beyond forty percent (40%) of the total existing gfa; or

3. Upon the change in use of any property to a commercial (non-park-and-fly) parking or commercial park-and-fly use ; or
 4. Upon the conversion of any outdoor space of two hundred (200) square feet or greater to a business use or parking, the current landscape standards shall be integrated into that portion of the site to the greatest extent feasible.
- B. The following uses are exempt from the provisions of this chapter.
1. Single-family dwellings;
 2. Residential accessory uses; and
 3. Subdivisions (except as provided under SMC 15.14.110) and short subdivisions in regard to perimeter and street landscape proportions only.
- C. Where the width of a required landscape strip exceeds the normally required setback of a zone or specific use, the required setback shall be increased to accommodate the full width of the required landscaping, with the following exception:
- The street frontage landscape strip requirement shall not apply to uses in the urban high-urban center residential (UH-UCR) zoning category, community business zoning category in the urban center (CB-C), or office/commercial medium (O/CM) zoning category, and within the area delineated as the City Center. Within the City Center, front yard open space as per SMC 15.35.420 shall be required in lieu of street frontage landscaping.
- If the normal required landscaping is reduced through this exception for all applicable zones except in the City Center, fifty percent (50%) of said landscaping shall be placed into plazas, roof-top gardens and other pedestrian amenities, and street trees shall be planted within the public right-of-way in locations and amounts to be determined by the City Manager or designee.
- D. When an existing building precludes installation of the total width of required landscaping, the landscaping shall be installed to the extent possible and the remaining required landscaping shall be installed elsewhere on the site to provide the best possible screening.
- E. Other Standards Applicable. Except as specified in this section of the Zoning Code, all other relevant standards and requirements in this code shall apply.

Section 16. Section 15.14.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.060 Landscaping Standards for Government/Office, Business Uses

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
GOVERNMENT/OFFICE						
071	Social Service Office	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes
072	Public Agency Office	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes
073	Public Agency Yard	III/20 ft.	IV/5 ft.	III/5 ft.	II/20 ft. (SF)	Yes
074	Public Archives	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes
075	Court	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes
076	Police Facility	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes
077	Fire Facility	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes
079	Helipad/Airport Facility	I/10 ft.	–	I/10 ft.	I/20 ft. (RES)	–
080	Utility Use	III/10 ft.	IV/5 ft.	IV/10 ft.	II/10 ft. (SF)	Yes
081	Utility Substation	I/10 ft.	–	I/10 ft.	–	–
082	Financial Institution	IV/10 ft.	IV/5 ft.	IV/5 ft.	II/10 ft. (SF)	Yes
083	City Hall	IV/10 ft.	IV/5 ft.	III/10 ft.	I/20 ft. (RES)	Yes
083.5	Secure Community Transition Facility**	I/10 ft.	IV/5 ft.	I/10 ft.	I/20 ft. (RES)	Yes
BUSINESS SERVICES						
084	Landscaping Business	II/10 ft.	IV/5 ft.	II/10 ft.	I/20 ft. (RES)	Yes
085	Butterfly/Moth Breeding	III/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
086	Construction/Trade	III/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	–
087	Truck Terminal	II/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (RES)	Yes
088	Airport Support Facility	IV/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (RES)	Yes
089	Warehouse/Storage	II/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (RES)	Yes
090	Professional Office	IV/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (RES)	Yes
091	Heavy Equipment Rental	III/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
092	Misc. Equipment Rental Facility	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (SF)	Yes

093	Auto Rental/Sales	IV/10 ft.	IV/5 ft.	II/10 ft.	I/20 ft. (RES)	Yes
094	Commercial (Non-Park-and-Fly) Parking	III/10 ft.	IV/5 ft.	II/10 ft.	II/20 ft. (RES)	Yes
094.5	Commercial Park-and-Fly Parking	III/10 ft.	IV/5 ft.	II/10 ft.	II/20 ft. (RES)	Yes
095	Motor Freight Repair	II/10 ft.	IV/5 ft.	II/10 ft.	I/20 ft. (RES)	Yes
096	Heavy Equipment Repair	II/10 ft.	IV/5 ft.	II/5 ft.	II/20 ft. (RES)	Yes
097	R and D/Testing	III/10 ft.	IV/5 ft.	II/10 ft.	I/20 ft. (RES)	Yes
098	Commercial/Industrial Accessory Uses	II/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes

*See SMC 15.14.090.

**Requirements listed here are the minimum standards. Final landscape requirements shall be determined upon review of a site plan, based on CPTED and public safety principles, by the Director of Planning and Community Development in consultation with the Police Chief.

(SF) Adjacent to single-family zones (UL or UM) for buffering purposes. See SMC 15.14.057.

(RES) Adjacent to single-family or multi-family zones (UL, UH-900/1800, or MHP) for buffering purposes. See SMC 15.14.057.

Section 17. Section 15.15.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.15.030 Parking Space Requirements for Government/Office, Business Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
GOVERNMENT/OFFICE USES		
071	Social Service Office	1 per 250 sf
072	Public Agency Office	1 per 250 sf
073	Public Agency Yard	1 per 200 sf, plus 1 per 1,000 sf of indoor storage or repair areas
074	Public Archives	1 per employee, plus 1 per 400 sf of waiting/review areas
075	Court	1 per employee, plus 1 per 40 sf of fixed seats or assembly areas
076	Police Facility	1 per employee, plus 1 per 100 sf of public office areas
077	Fire Facility	1 per employee, plus 1 per 100 sf of public office areas
079	Helipad/Airport and Facilities	Helipad: 4 per pad; Airport: 1 per 500 sf of building
080	Utility Use	1 per 250 sf
081	Utility Substation	1 per substation site

082	Financial Institution	1 per 250 sf, plus 5 stacking spaces
083	City Hall	1 space per 250 sf of office area plus 1 per 40 sf of fixed seats or assembly area if a municipal court use is located in City Hall
083.5	Secure Community Transition Facility	1 per employee, plus 0.5 per resident for visitor parking
BUSINESS SERVICES USES		
084	Landscaping	1 per 250 sf of office/storage area
085	Butterfly/Moth Breeding	1 per 250 sf of office/retail area
086	Construction/Trade	1 per 250 sf of office
087	Truck Terminal	1 per 250 sf of office or 1 per employee, whichever is greater
088	Airport Support Facility	1 per 250 sf
089	Warehouse/Storage	1 per 250 sf of office, plus 1 per 3,500 sf of storage areas
090	Professional Office	1 per 300 sf of office building
091	Heavy Equipment Rental	1 per 250 sf of building
092	Misc. Equipment Rental Facility	1 per 250 sf of building
093	Auto Rental/Sales	1 per 300 sf, plus 1 per employee plus a minimum 3,000 sf of display area
094	Commercial (Non-Park-and-Fly) Parking	1 per employee (designated)
094.5	Commercial Park-and-Fly Parking	1 per employee (designated)
095	Motor Freight Repair	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas
096	Heavy Equipment Repair	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas
097	R and D/Testing	1 per 300 sf
098	Commercial/Industrial Accessory Uses	1 per 300 sf

Section 18. Section 15.15.130 of the SeaTac Municipal Code is hereby amended to read as follows:

15.15.130 Off-Site Parking Location

- A. The City Manager, or designee, may authorize a portion of the required parking for an accessory use (or for up to thirty percent (30%) of the primary use) to be located on a site other than the subject property if:
 - 1. Adequate parking exists for the primary use on the property receiving the additional parking. For the purpose of this section, adequate parking is

- parking that conforms to current off-street parking requirements for the primary use on the property;
2. Adequate pedestrian, van or shuttle connection between the sites exists;
 3. The sites are within one (1) mile of each other; and
 4. The site used for off-site parking is zoned to allow commercial (non-park-and-fly) parking or commercial park-and-fly parking as permitted uses.
- B. Nonprofit uses adjacent to each other shall be allowed to share parking, regardless of zoning classification; provided, that:
1. If the shared parking requires an expansion of the parking lot on the property receiving the additional parking, all permit requirements otherwise required for such expansion (such as a conditional use permit and environmental (SEPA) review) must be met.
 2. All requirements of subsections (A)(1) through (3) and (C) of this section are met.
 3. Temporary shared parking arrangements between nonprofit uses not exceeding three hundred sixty (360) days shall meet all the requirements of subsections (A)(1) through (3) and subsections (C)(2) through (4) of this section.
- C. Criteria to be used by the City Manager or designee in authorizing off-site parking are:
1. Off-site parking shall be accessed only by employees, not by the general public.
 2. The proposed connections between the sites are safe for pedestrians and vehicles.
 3. The proposed plan is compatible with adjacent uses.
 4. Off-site impacts are negligible or minimized.
 5. A contingency plan is submitted by the applicant and approved by the City that would provide for the parking to be developed on the subject property or established elsewhere if the off-site parking arrangement is no longer available.
- D. Legal documentation is required for the approved, off-site parking location and shall be recorded with the City of SeaTac City Clerk and the Department of Planning and Community Development. Off-site parking may be removed only

if alternative parking is provided in conformance with the code and such parking is approved by the City Manager or designee.

Section 19. Section 17.08.020 of the SeaTac Municipal Code is hereby amended to read as follows:

17.08.020 Application

- A. Land Use Categories. This title shall apply to all land use categories. Land uses pertaining to single-family residential shall be exempt from this title except for Chapter 17.16 SMC, Security Provisions. To reduce the potential for crime, it is recommended that all CPTED standards are followed for single-family residential uses to the greatest extent possible. If the standards contained in this title conflict with any other provisions of the SeaTac Municipal Code, the stricter interpretation shall apply.
- B. New Construction. This title shall only apply to all new construction, including buildings and site improvements.
- C. Additions Increasing the Gross Floor Area. If the redeveloped, replaced, or additions to construction cause the initial gross floor area (GFA) of the aggregate of buildings on that property to expand beyond eighty percent (80%) in any five (5) year period, then the entire site, including all buildings, landscaping, and exterior lighting shall be subject to this title, except for land uses covered by subsection (E) of this section.
- D. Commercial (Non-Park-and-Fly) Parking, Commercial Park-and-Fly Parking, , Auto Rental/Sales Lots, and Similar Uses. For commercial (non-park-and-fly) parking, commercial park-and-fly Parking , auto rental/sales lots, and similar uses where the building occupies only a small portion of the land, as determined by the Director of Planning and Community Development, the following standard shall apply:

In any five (5) year period, if changes are made to these parcels where the combined cost of development, construction, redevelopment, landscaping, and lighting changes exceeds sixty percent (60%) of the initial assessed value, the entire site, including all buildings, landscaping and lighting shall be subject to this title.

- E. Landscaping. New plantings and changes to landscaping shall be subject to this title.
- F. Lighting.
 - 1. Installation of new lighting fixtures shall be subject to this title. Repair or replacement of existing lighting fixtures involving two (2) or less lamps or luminaires is exempt from this title providing that no single lamp exceeds one hundred fifty (150) watts.

2. The IESNA Lighting Handbook, 9th Edition, published by the Illuminating Engineering Society of North America in New York, is hereby adopted to this title by reference.
 3. Standards specified in this title supersede the standards as specified by IESNA. When a standard is not specified within this title, IESNA standards shall apply.
- G. Special Holiday Lighting Exemption. Holiday lighting during the months of November, December, and January shall be exempt from the provisions of this title.

Section 20. Section 17.28.010 of the SeaTac Municipal Code is hereby amended to read as follows:

17.28.010 Application

Parking structure standards apply to covered and enclosed facilities intended for use by the general public, for those used by residents, customers, and employees of apartment buildings or commercial developments. They are not intended to apply to parking structures used exclusively for repair or storage of commercial vehicles.

Section 21. Section 17.28.030 of the SeaTac Municipal Code is hereby amended to read as follows:

17.28.030 Parking Structure Standards

Parking structures shall meet the recommendations of the IESNA Handbook. At a minimum, the following standards shall be used in the construction of parking structures. It is required that the developer comply with Lighting for Parking Facilities, Recommended Practices RP-20-98 and Chapter 22, Roadway Lighting as delineated in the IESNA Handbook, 9th Edition.

A. Stairs and Elevators

1. Stairs and elevators shall be adjacent to a street, and designed so that the lobbies are visible from the street.
2. Elevator towers and stair wells shall be open to public view to the maximum extent possible. If an enclosure is necessary for public safety or for weather protection, it shall be enclosed with transparent glazing.
3. Elevators shall be located at the exterior of the building and oriented so that the elevator lobby is visible from street at each level.
4. The back of elevator cabs and shaft shall be made of glass to allow for maximum surveillance.

5. Potential hiding places below stairs shall be closed off. If used for storage, such areas shall be secured with doors and locks.
- B. Pedestrian walkways shall be elevated similar to a speed hump/bump in order to allow pedestrians greater visibility and to assist in slowing cars when in the vicinity of pedestrians.
- C. Directional arrows indicating stairs, elevators and exits shall be painted on walls or indicated with illuminated signs.
- D. Remote exterior stairway doors shall be equipped with one-way locks allowing people to exit but not to enter the facility at those locations.
- E. Pedestrian entrances shall be concentrated to bring all pedestrians through one (1) portal, which improves the ability to see and be seen by others.
- F. Any ground-level pedestrian exits that open into nonsecure areas shall be emergency exits only and fitted with self-locking doors.
- G. Active security measures such as emergency phones and closed circuit television (CCTV) are recommended.
- H. Fencing shall not be used unless security dictates. If necessary, a six (6) foot high black-coated chain link fence is recommended. Openings in the fence should be located carefully, with only a minimum number of openings allowing cars and pedestrians to enter and leave.
- I. Landscape plantings shall not be located within three (3) feet of the interior curbing of the perimeter of the parking lot.

Section 22. The City Clerk is directed to transmit a complete and accurate copy of this Ordinance to the Washington Department of Commerce, Growth Management Services Division within ten days after final adoption, pursuant to RCW 36.70A.106. The City Clerk is also directed to transmit a complete and accurate copy of this Ordinance to the Puget Sound Regional Council (PSRC), pursuant to RCW 36.70A.100. The Clerk is further directed to transmit a copy of this Ordinance, together with copies of other Ordinances amending development regulations adopted within the preceding twelve months, to the King County Assessor by the ensuing 31st day of July, pursuant to RCW 35A.63.260.

Section 23. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 24. The Code Reviser is authorized to revise the Table of Contents for Chapter 15.35 of the SeaTac Municipal Code so it is consistent with the provisions of this Ordinance.

Section 25. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 26. This Ordinance shall be in full force and effect five (5) days after passage and publication.

ADOPTED this _____ day of _____, 2013 and signed in authentication thereof this _____ day of _____, 2013.

CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: _____]

[City Center Park-and-Fly Code Amendments]

ORDINANCE NO. 13-1004

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Chapter 2.10 of the SeaTac Municipal Code related to the Municipal Court.

WHEREAS, the Municipal Court and the Legal Department have reviewed Chapter 2.10 of the SeaTac Municipal Code related to the Municipal Court; and

WHEREAS, it is recommended that SMC 2.10 be amended to delete provisions that are no longer applicable or are not necessary; and

WHEREAS, it is appropriate for the City Council to address the need for Public Defense standards, and authorize the Municipal Court Judge to adopt standards for the provision of Public Defense;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Chapter 2.10 of the SeaTac Municipal Court is hereby amended to read as follows:

**Chapter 2.10
MUNICIPAL COURT**

Sections:

- ~~2.10.010 — Creation of a Traffic Violations Bureau.~~
- ~~2.10.020 — Processing of citations.~~
- ~~2.10.030 — Deleted.~~
- ~~2.10.040 — Forfeited moneys to general fund.~~
- ~~2.10.050 — Administration of the Traffic Violations Bureau.~~
- 2.10.060 Municipal Court established.
- 2.10.070 Court seal.
- 2.10.080 Jurisdiction.
- 2.10.090 Judges – Appointment – Qualifications.

2.10.100 Salaries – Costs.

2.10.110 Removal of judge.

2.10.120 Municipal Court employees.

2.10.130 Judges pro tem.

~~2.10.140 Judicial vacancy.~~

~~2.10.150 Municipal Court hours.~~

2.10.160 Revenue deposits.

2.10.170 Rules of pleading, practice and procedure.

2.10.180 Public defender – Appointment.

2.10.185 Public defender – Standards.

~~2.10.190 Public defender – Statement for services.~~

2.10.200 Public defender – Payment.

2.10.210 Use of credit cards.

2.10.220 Use of collection agencies and attorneys for collection of unpaid penalties.

~~2.10.010 Creation of a Traffic Violations Bureau.~~

~~There is hereby created and established a City Traffic Violations Bureau which shall be located at the City offices.~~

~~2.10.020 Processing of citations.~~

~~The Traffic Violations Bureau shall initially receive all citations charging violations of City ordinances. The Traffic Violations Bureau shall receive and post bail and penalties and shall issue receipts therefor. Forfeitures of bail and penalties on forfeitable misdemeanor charges and traffic infractions shall be accepted by the Traffic Violations Bureau.~~

~~2.10.030 Transfer of citations to district court.~~

~~Deleted by Ord. 91-1040.~~

~~2.10.040 Forfeited moneys to general fund.~~

~~All moneys paid as bail or penalties and forfeited to the Traffic Violations Bureau for violations of ordinances of the City shall be placed in the general fund of the City.~~

~~**2.10.050 Administration of the Traffic Violations Bureau.**~~

~~The Traffic Violations Bureau shall be administered by the City's Court Administrator.~~

2.10.060 Municipal Court established.

Effective on January 1, 1991, there is re-established a "Municipal Court of the City of SeaTac," hereinafter referred to as the "Municipal Court," which court shall have jurisdiction and shall exercise all powers enumerated herein and in Chapter 3.50 RCW, together with all such other powers and jurisdiction as are generally conferred upon courts of limited jurisdiction in the State of Washington either by common law, the general law, or by express statute.

2.10.070 Court seal.

The Municipal Court shall have a seal which shall be the vignette of George Washington, with the words "Seal of the Municipal Court of SeaTac, State of Washington", surrounding the vignette.

2.10.080 Jurisdiction.

The Municipal Court shall have exclusive original jurisdiction over traffic infractions arising under City ordinances, exclusive original criminal jurisdiction of all violations of City ordinances duly adopted by the City, and concurrent jurisdiction over all misdemeanors and gross misdemeanors whether cited under State law or City ordinances. The Municipal Court shall have original jurisdiction of all other actions brought to enforce or recover license, permit or code enforcement penalties or forfeitures declared or given by such ordinances or by State statutes. The Municipal Court is empowered to forfeit cash bail or bail bonds and issue execution thereon; and in general to hear and determine all causes, including traffic and civil infractions, arising under such ordinances or statutes and to pronounce judgment in accordance therewith.

2.10.090 Judges – Appointment – Qualifications.

A. The term of the Municipal Court Judge who was appointed prior to the effective date of the ordinance codified in this section shall expire on December 31, 2009. The term of a successor shall commence on January 1st of the year thereafter and shall continue until December 31st of the fourth year thereafter, pursuant to appointment as provided below.

B. The Municipal Court Judge shall be appointed by the City Manager, subject to confirmation by the City Council, for a term of four (4) years. Appointments shall be made on or before December 1st of the year next preceding the year in which the term is to commence.

C. A person appointed as Municipal Court Judge shall be a citizen of the United States of America and of the State of Washington, and an attorney admitted to practice law before the courts of record of the State of Washington.

2.10.100 Salaries – Costs.

The salary of the Municipal Court Judge shall be fixed by ordinance upon adoption of the City's ~~annual~~ budget. All costs of operation of the Municipal Court, including but not limited to salaries of judges and court employees, dockets, books of records, forms, furnishings and supplies~~d~~ shall be paid wholly out of the funds of the City. Jurors shall be paid a fee of twenty dollars (\$20.00) per day and mileage allowance pursuant to RCW 43.03.060. The City shall provide a suitable place for holding court and pay all expenses of maintaining it.

2.10.110 Removal of judge.

~~A-~~The Municipal Court Judge shall be removed only upon action of the Commission on Judicial Conduct or the Supreme Court as provided in Article IV, Section 31 of the Washington State Constitution. ~~conviction of misconduct or malfeasance in office, or because of physical or mental disability rendering the judge incapable of performing the duties of the office.~~ Any vacancy in the Municipal Court due to removal, death, disability or resignation of the Municipal Court Judge shall be filled by the City Manager, subject to confirmation by the City Council, for the remainder of the unexpired term. The appointed judge shall be qualified to hold the position of judge of the Municipal Court as provided in this chapter.

2.10.120 Municipal Court employees.

All employees of the Municipal Court shall be employees of the City and all applicable personnel practices and procedures and/or collective bargaining agreements with respect to hiring and termination, and personnel administration shall be followed; provided, that the Municipal Court Judge shall have the responsibility for and authority over judicial functions and Court administration duties with which Municipal Court employees are involved in accordance with GR 29.

2.10.130 Judges pro tem.

The Municipal Court Judge shall, in writing, appoint judges pro tem who shall serve in the absence or disability of the ~~regular Judge of the Municipal Court Judge~~, subsequent to the filing of an affidavit of prejudice, or when the administration of justice and the accomplishment of the work of the court make it necessary. The judges pro tem shall be qualified to hold the position of ~~judge of the Municipal Court Judge~~ as provided ~~herein~~ SMC 2.10.090. Before entering upon judicial duties, each judge pro tem shall take, subscribe, and file an oath in the same form as that of the duly appointed Municipal Court Judge, and thereafter shall have all of the powers of the appointed Municipal Court Judge. The judges pro tem shall receive such compensation as is

received, on an hourly basis, by the Municipal Court Judge, or as otherwise fixed by resolution or ordinance.

2.10.140 Judicial vacancy.

~~Any vacancy in the Municipal Court due to a death, disability, or resignation of a Municipal Judge shall be filled by the City Manager, subject to confirmation by the City Council, for the remainder of the unexpired term. The appointed Municipal Judge shall be qualified to hold the position of Judge of the Municipal Court as provided in this chapter.~~

2.10.150 Municipal Court hours.

~~The Municipal Court shall be open during all regular business days and hours as the other offices of the City shall be open, but the dates and times of open court shall be as set by the Municipal Judge; provided, that the sessions of the open court shall not be on nonjudicial days.~~

2.10.160 Revenue deposits.

~~All fees, costs, fines, forfeitures and other moneys imposed or revenues collected by the Municipal Court for the violation of any City ordinance, together with any other revenue received by the Municipal Court, shall be deposited with in the City Treasurer as part of the General Fund of the City.~~

2.10.170 Rules of pleading, practice and procedure.

The rules of pleading, practice and procedure before the Municipal Court shall be in accordance with the Rules for Courts of Limited Jurisdiction, as published by the Washington Supreme Court, as currently in effect, as may be subsequently amended. In addition, the Municipal Court Judge may adopt Local Court Rules as appropriate.

2.10.180 Public defender – Appointment.

The Municipal Court Judge is authorized to appoint, on a case to case basis, as may be required, an attorney licensed to practice before the courts of the State of Washington, to act as public defender in representing indigent persons charged with criminal offenses triable in the Municipal Court and cases appealed therefrom.

2.10.185 Public defender – Standards.

A. It is imperative that quality representation shall be afforded in the provision of public defense to indigent defendants. “Quality Representation” describes the minimum level of attention, care, and skill that should be expected of the criminal justice system.

B. Standards for the delivery of public defense services for the City shall be adopted. Pursuant to RCW 10.101.030, standards shall include the following: Compensation of counsel, duties and

responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination. Standards endorsed or adopted by the Washington State Bar Association and the Washington State Supreme Court for the provision of public defense services should serve as guidelines in adopting standards.

~~2.10.190 Public defender – Statement for services.~~

~~The attorney appointed to act as public defender shall present his statement for services to the City, and the same shall be paid in the same manner as the other obligations of the City.~~

2.10.200 Public defender – Payment.

The charges submitted by the public defender ~~and approved by the City Council~~ shall be paid from the ~~current~~ General Fund.

2.10.210 Use of credit cards.

The Municipal Court may permit the use of credit cards for purposes of billing and collecting unpaid penalties, fines, costs, assessments, and forfeitures imposed. Pursuant to the contracting provisions of the City, ~~t~~The Municipal Court may enter into agreements with one or more financial institutions for the purpose of such collections. The said agreements may specify conditions, remuneration for services, and other charges deemed appropriate, ~~upon confirmation by the City Council.~~

2.10.220 Use of collection agencies and attorneys for collection of unpaid penalties.

A. The Municipal Court may use collection agencies as defined by Chapter 19.16 RCW for purposes of collecting unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments, or forfeitures that have been imposed by the Court. Pursuant to the contracting provisions of the City, ~~t~~The Municipal Court may enter into agreements, ~~with the confirmation of the City Council,~~ with one (1) or more attorneys or collection agencies for collection of outstanding penalties, fines, costs, assessments, and forfeitures. These agreements may specify the scope of work, remuneration for services, and other charges deemed appropriate.


B. Servicing of delinquencies by collection agencies or by collecting attorneys in which the Municipal Court retains control of its delinquencies shall not constitute assignment of debt.

C. The term “debt” shall include any penalties, fines, costs, assessments, or forfeitures imposed by the Municipal Court.

D. The Municipal Court may assess, as court costs, the moneys paid for remuneration for services or charges paid to collecting attorneys, to collection agencies, or, in the case of credit cards, to financial institutions.

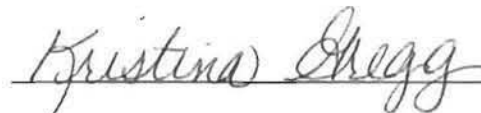
ADOPTED this 26th day of February, 2013, and signed in authentication thereof on this 26th day of February, 2013.

CITY OF SEATAC



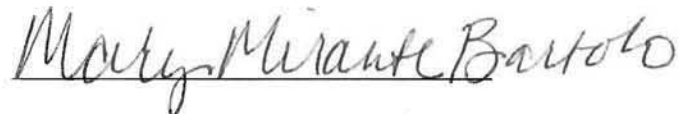
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 3-09-2013]

[Revision of SMC 2.10]

ORDINANCE NO. 13-1005

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Chapter 2.75 of the SeaTac Municipal Code related to Emergency Management.

WHEREAS, the Washington Emergency Management Act, Chapter 38.52 RCW, requires each political subdivision of the state to establish a local organization for emergency management, together with a plan and program for emergency management, and to obtain certification of consistency with state comprehensive emergency management plan; and

WHEREAS, RCW 35A.38.010 further provides authority to all code cities to participate in the creation of local organizations for emergency services, provide for mutual aid, and exercise all of the powers and privileges and perform all of the functions and duties set forth in the said Washington Emergency Management Act; and

WHEREAS, each local organization for emergency management is required to have a director appointed pursuant to state law; and

WHEREAS, the City deems it expedient to comply with the law and to establish an organization to ensure preparation for, and meaningful response in the event of, a large scale emergency or disaster;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN as follows:

Section 1. Chapter 2.75 of the SeaTac Municipal Code is hereby amended to read as follows:

Chapter 2.75 EMERGENCY MANAGEMENT

Sections:

- 2.75.010 Purpose.**
- 2.75.020 Emergency management policy.**
- 2.75.030 Definitions.**
- 2.75.040 Emergency management organization.**
- 2.75.050 Emergency operations plan.**
- 2.75.060 Emergency or disaster powers of the Mayor or Successor.**
- 2.75.070 Emergency and disaster powers of the Emergency Management Director.**
- 2.75.080 Functions and duties of departments and employees.**
- 2.75.090 Private liability.**
- 2.75.100 Penalty.**
- 2.75.110 Compensation Board.**
- 2.75.120 Severability.**

2.75.010 Purpose.

The declared purposes of this chapter are to provide for the preparation and implementation of plans for mitigation, preparedness, response and recovery activities within the City in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of the City and other affected public agencies and private persons, corporations and organizations. Any expenditures made in connection with such emergency management activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

2.75.020 Emergency management policy.

It is the policy of the City to make effective preparation and use of staffing, resources, and facilities for dealing with any emergency or disaster that may occur. Emergencies and disasters, by their very nature, may disrupt or destroy existing systems and the capability of the City to respond to protect life, public health and property. Therefore, citizens are advised to be prepared to be without public services or utilities for up to a minimum of ~~72 hours~~ five days should an emergency or disaster occur.

2.75.030 Definitions.

A. "Emergency management" shall mean the preparation for the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or manmade, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or disaster" as used in this chapter shall mean an event or set of circumstances which: (1) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken area within the City overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the Mayor proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local ordinances and State statute.

~~C. "Emergency Management Director" shall mean the person appointed by the City Council.~~

~~D. "Deputy Emergency Management Director" shall mean the person appointed by the Emergency Management Director to perform the duties of the Emergency Management Director in his or her absence.~~

2.75.040 Emergency management organization.

A. There is hereby created, in accordance with Chapter 38.52 RCW, an emergency management organization. The purpose of the local organization is to perform local emergency management functions. The organization shall represent only the City of SeaTac and operate only within the City.

~~B. The Emergency Management Director shall be the person appointed by the City Council and have direct responsibility for the organization, administration and operation of the emergency management program for the City.~~

~~C. The Emergency Management Director shall be the Fire Chief, who has been appointed by the City Council. The Emergency Management Director shall develop and maintain the emergency operations plan and program in cooperation with the Emergency Preparedness Committee and shall have such other duties as may be added by amendment to this chapter.~~

~~D. The Deputy Emergency Management Director shall be the Chief of Police, Chief who has been appointed by the Emergency Management Director. The Deputy Emergency Management Director shall exercise the powers and perform the duties of the Emergency Management Director during his/her absence or disability. In the absence of the Deputy Emergency Management Director, the position shall be filled by the Public Works Director.~~

~~E. A Leadership Team in Emergency Preparedness Committee is hereby created and chaired by the Emergency Management Director City Manager to provide direction and staff support for the development and maintenance of the emergency operations plan coordinate with the ECC and the Policy Group to resolve or implement policy issues and priorities. The Committee members may staff the Emergency Coordinations Center during emergencies and disasters and perform any other necessary functions during an emergency or disaster. The Committee Team shall consist of, but not limited to, such key personnel as are designated by the Emergency Management Director, and such personnel from outside professional and volunteer organizations having key roles in emergency preparedness, planning and response activities as determined by the Emergency Management Director. The Emergency Preparedness Committee shall consist of the following members: Emergency Management Director, Mayor, Public Safety and Justice Committee Chair, Transportation and Public Works Committee Chair, the City Manager, Assistant City Manager, and department heads. Human Services Coordinator, Public Works Director, Finance Director, City Clerk, Parks Director, Police Chief, Planning Director and Human Resources Director.~~

F. A Policy Group is hereby created to provide direction and policy making decisions to the Emergency Coordinations Center during and after a disaster has occurred in the City of SeaTac.

The Policy Group will consist of the Mayor, Deputy Mayor and Councilmembers, ~~City Manager, and City Attorney.~~ The City Clerk or alternate is designated Mayor shall designate one Councilmember as the official recordation person for the group.

2.75.050 Emergency operations plan.

The emergency operations plan, prepared by the ~~Emergency Preparedness Committee~~ under the direction of the Emergency Management Director, is the official emergency operations plan of the City of SeaTac. The Emergency Management Director shall file a copy of said plan in the office of the City Clerk, and distribute copies of said plan to appropriate City departments.

2.75.060 Emergency or disaster powers of the Mayor or Successor.

In the event of a proclamation of a disaster as herein provided, or upon the proclamation of a state of emergency by the Governor of the State, the Mayor or successor is hereby empowered:

A. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;

B. To request the County Executive to proclaim a local emergency when, in the opinion of the Mayor, the resources of the area or region are inadequate to cope with the disaster;

C. To be the head of the Policy Group in the event of an emergency or disaster to assure policy decisions and continuity of government is addressed and maintained.

D. To require the Emergency Management director to periodically report pertinent and requested information to the Mayor or successor and to the Policy Group on the status of the City during an event.

E. In order to assure continuity of government and succession authority and lines of communications, it is necessary to define the succession lines for the Mayor if he/she is not available or incapacitated during an emergency or disaster. In the event the Mayor is incapacitated or absent during an emergency or disaster, the Deputy Mayor shall assume the responsibilities of the Mayor. In the event the Deputy Mayor is incapacitated or absent during a disaster, then the Council may appoint any qualified Councilmember to serve as Mayor and he/she ~~Chair of the Public Safety and Justice Committee~~ shall assume the responsibilities of the Mayor. This does not preclude the powers of the Emergency Management Director to proclaim an emergency or disaster in the event it is immediately needed in order to save lives and property in the City of SeaTac.

2.75.070 Emergency and disaster powers of the Emergency Management Director.

The Emergency Management Director is hereby empowered:

A. To request the Mayor or successor to proclaim the existence or threatened existence of a disaster and the termination thereof, if a quorum of the City Council is available and functioning, or to issue such proclamation, if a quorum of the City Council is not available, subject to confirmation by the City Council at the earliest practicable time;

B. To control and direct the efforts of the emergency management organization of the City for the accomplishment of the purposes of this chapter;

C. To direct coordination and cooperation between neighboring jurisdictions, divisions, services and staff of the departments and services of the City in carrying out the provisions of the emergency management plan, and to resolve questions of authority and responsibility that may arise between them;

D. To act on behalf of the Mayor or successor if he/she is unable to carry out his/her duties, in carrying out purposes of this chapter or the provisions of the emergency management plan.

E. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use;

F. To require emergency services of any City officer or employee and, in the event of the proclamation of a state of emergency by the Governor in the region in which this City is located, to command the service and equipment of as many citizens of this City as may be deemed necessary in the light of the disaster proclaimed; and such persons to be entitled to all privileges, benefits and immunities as are provided by State law for registered emergency workers;

G. To determine the incident command structure based upon the type of event or upon change of status of the event. The Emergency Management Director will strive to assign incident command to the Fire Department for natural disasters, Police Department for terrorist attacks or civil unrest, and Public Works Department for recovery efforts.

H. To requisition necessary personnel or material of any City department or agency with concurrent notification to the City Manager or designee.

2.75.080 Functions and duties of departments and employees.

All City departments, and all officers and employees thereof, are hereby assigned the powers and duties set forth in the emergency operations plan referenced in SMC 2.75.050.

2.75.090 Private liability.

No individual, firm, association, corporation or other party owning, maintaining or controlling any building or premises, who voluntarily and without compensation grants to the City a license or privilege or otherwise permits said City to inspect, designate and use the whole or any part or parts of such building or premises for the purpose of sheltering persons during an actual, impending, mock or practice emergency or disaster, or their successors in interest, or the agents or employees of any of them, shall be subject to liability for injuries sustained by any person while in or upon said building or premises as a result of any act or omission in connection with the upkeep or maintenance thereof, except a willful act of negligence, when such a person has entered or gone into or upon said building or premises for the purpose of seeking refuge therein during an emergency or disaster or an attack by enemies of the United States or during a disaster drill, exercise or test ordered by a lawful authority.

2.75.100 Penalty.

A violation of this chapter shall constitute a misdemeanor and shall be punishable as such; provided, that whenever any person shall commit a second offense hereunder, the same shall

constitute a gross misdemeanor and shall be punishable as such. It shall be a violation of this chapter to:

A. Willfully obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon such member by virtue of this chapter;

B. Wear, carry or display, without authority, any means of identification specified by the emergency management agency of the City.

2.75.110 Compensation Board.

A Compensation Board is hereby created for the processing of claims as provided in Chapter 38.52 RCW. The Compensation Board shall be composed of the Mayor, the City Manager or designee, one Councilmember selected by the Mayor and confirmed by the City Council, the City Attorney or designee, and the local coordinator of medical and health services. The Councilmember shall serve as the chair of the Compensation Board and the City Manager shall serve as the secretary of the Board.

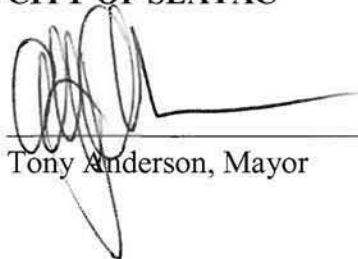
2.75.120 Severability.

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Section 2. This Ordinance shall be in full force and effect five (5) days after passage and publication.

ADOPTED this 26th day of February, 2013, and signed in authentication thereof on this 26th day of February, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo

Mary Mirante Bartolo, City Attorney

[Effective Date 3/9/13]

[Amendment to SMC 2.75]

ORDINANCE NO. 13-1006

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2013-2014 Biennial City Budget by increasing expenditures in Fund 105, the Port ILA Fund, to provide additional funding for the Highline Botanical Garden.

WHEREAS, the City Council decided at the 2011 City Council Budget Workshop that the City would provide \$20,000 per year funding to the Highline Botanical Garden for five years (2011 through 2015); and

WHEREAS, the funding was inadvertently not requested during the 2013-2104 budget process; and

WHEREAS, it is appropriate to provide an additional \$20,000 in funding for the Highline Botanical Garden in 2013 and 2014, to be paid through Fund #105, the Port ILA Fund; and

WHEREAS, and amendment to the City's 2013-2014 Biennial Budget is necessary to provide additional appropriation authority;


NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. The 2013-2104 Biennial City Budget shall be amended to increase the expenditures in Fund 105, the Port ILA Fund, by \$40,000.

Section 2. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.


ADOPTED this 9th day of April, 2013, and signed in authentication thereof on this 9th day of April, 2013.

CITY OF SEATAC



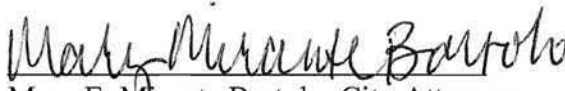
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: April 20, 2013]

[2013-2014 Budget Amendment Fund 105]

ORDINANCE NO. 13-1007

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Section 15.35.150 (101), of the SeaTac Municipal Code related to hotels in the UH-900 zone within the City Center located south of S. 184th Street.

WHEREAS, it is appropriate to amend the City's development regulations regarding, conditional uses within the UH 900 zone within the City Center; and

WHEREAS, the Growth Management Act requires regular review and update of development regulations which implement the City's Comprehensive Plan; and

WHEREAS, regular review and update of the Zoning Code ensures that development regulations are responsive to the needs of the City; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to development regulations, has held a public hearing for the purpose of soliciting public comment in regard this Zoning Code change, and has recommended the amendment be adopted by the Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN as follows:

Section 1. Section 15.35.150 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.150 Retail/Commercial Uses

ZONES:

P – Park

UM – Urban Medium Density

UH – Urban High Density

UH-UCR – Urban High-Urban Center Residential

NB – Neighborhood Business

CB-C – Urban Center

ABC – Aviation Business Center

I – Industrial/Manufacturing

O/CM – Office/Commercial Medium

O/C/MU – Office/Commercial/Mixed Use

T – Townhouse

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES										
		P	UM	UH	UH-UCR	NB	CB-C	ABC	I	O/CM	O/C/MU	T
RETAIL/COMMERCIAL USES												
101	Hotel/Motel and Associated Uses			C (11, 12, 13, 14)		P	P	P		P	C	
102	Forest Products					P(3)	P(3)	P(3)	C(1)	P(3)		
103	Hardware/Garden Material					P	P			P(6)	P(6)	
104	Department/Variety Store					P	P	P		P(6)	P(6)	
105	Food Store			P(8)	P(6)	P	P	P		P(6)	P(6)	
106	Agricultural Crop Sales (Farm Only)					P	P					
107	Auto/Boat Dealer						P(2)		P	C(2)		
108	Auto Supply Store					P	P(6)		P	C(6)	C(6)	
109	Gasoline/Service Station					C	P		P			
109.1	Mobile Refueling Operation	P(9)	P(9)	P(9)	P(9)	P(9)	P(10)	P(10)	P(10)	P(10)	P(9)	P(9)
110	Apparel/Accessory Store			P(7)	P(6)		P	P(2)		P(6)	P(6)	
111	Furniture Store				P(6)		P			P(6)	P(6)	
112	Fast Food/Restaurant			C(2,4)	P(4,6)		P	P	P	P(4,6)	P(4,6)	
112.1	Retail Food Shop			P(8)	P(6)	P	P	P		P(6)	P(6)	
112.2	Tavern				P(6)	P(8)	P	P		P(6)	C	
113	Drug Store			P(7)	P(6)	P	P	P		P(6)	P(6)	
114	Liquor Store						P			P	C	
115	Antique/Secondhand Store				P(6)	P	P			P(6)	P(6)	
116	Sporting Goods and Related Stores				P(6)	P	P	P		P(6)	P(6)	
117	Media Material			P(7)	P(6)	P	P	P		P(6)	P(6)	
118	Jewelry Store			P(7)	P(6)	P	P	P		P(6)	P(6)	
119	Hobby/Toy Store			P(7)	P(6)	P	P	P		P(6)	P(6)	
120	Photographic and Electronic Store				P(6)	P	P	P		P(6)	P(6)	
121	Fabric Store			P(7)	P(6)		P	P		P(6)	P(6)	
122	Florist Shop			P(7)	P(6)	P	P	P		P(6)	P(6)	
123	Pet Store				P(6)		P			P(6)	P(6)	
124	Wholesale/Bulk Store						C	C	P	C(6)	P(6)	

125	Beauty Salon			P(8)	P(6)	P	P	P		C(6)	P(6)	
125.1	Laundromat			P(7)	P	P	P			P	P(6)	
125.2	Espresso Stand			P(2)	P	P	P	P	P	P	P(6)	
125.3	Comm. Marine Supply					C	P		P			
126	Other Retail Uses			P(7)	P(6)	C	P	C		P	C	
127	Adult Entertainment						C(5)	C(5)	C(5)			

- (1) Forest product related businesses shall provide the following:
 - a. Minimum of ten (10) acres;
 - b. Access to major arterial; and
 - c. Minimum thirty (30) foot buffers around the perimeter of property (Type II landscaping).
- (2) Accessory to primary use not to exceed twenty percent (20%) of primary use.
- (3) Temporary forest product sales related to holidays. Merchandise limited to Christmas trees, wreaths, herbs and associated decorations.
- (4) No fast food restaurants with drive-through facilities allowed.
- (5) See SMC 15.29.010.
- (6) Permitted as part of a mixed use development, as described in SMC 15.35.610.
- (7) Small, resident-oriented uses only, as part of a residential mixed use project.
- (8) Small, resident-oriented uses only.
- (9) Permitted only to refuel heavy equipment at a construction site, subject to the criteria under SMC 15.13.103.
- (10) Subject to the criteria under SMC 15.13.102.
- (11) Only allowed on UH zoned properties south of S. 184th Street.
- ~~(12) The maximum height allowed is thirty (30) feet.~~
- ~~(13) The maximum number of hotel rooms may not exceed one hundred thirty (130).~~
- ~~(14) Conference or meeting facilities may not be expanded.~~

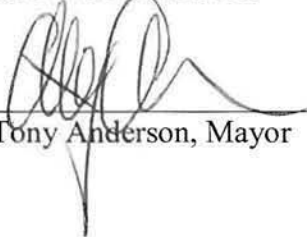
Section 2 The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

Section 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 4. The Ordinance shall be effective five (5) days after passage and publication.

ADOPTED this 23rd day of April, 2013, and signed in authentication thereof on this 23rd day of April, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date 5/4/13]

[City Center Retail/Commercial Use Chart Ordinance]

ORDINANCE NO. 13-1008

AN ORDINANCE of the City Council of the City of SeaTac,
Washington, to amend the 2013-2014 budget for 2012 Carry forward
Appropriations.

WHEREAS, the City Council wishes to amend the 2013-2014 appropriation budget adopted by Ordinance 12-1018 to carry forward unexpended 2012 appropriations for projects continuing into 2013;

WHEREAS, State Law, Chapter 35A.34 RCW allows for carry forward of unexpended appropriation balances of a preceding budget year;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON, DO ORDAIN as follows:**

Section 1. This Ordinance amends the City’s 2013-2014 biennial appropriation budget of \$122,743,239 to increase the amount of appropriation by \$977,000, which is entirely from amounts of unexpended 2012 budget being carried forward into 2013 for the items and purposes identified in Exhibit A.

The amended 2013-2014 Biennial Budget for the City of SeaTac, covering the period from January 1, 2013, through December 31, 2014, is hereby adopted with amended total appropriations in the amount of \$123,720,239.

Section 2. The amended biennial budget sets forth totals of estimated appropriations for each separate fund, and the aggregate totals for all such funds. The said amended budget appropriations, in summary by fund and aggregate total of the City of SeaTac are as follows:

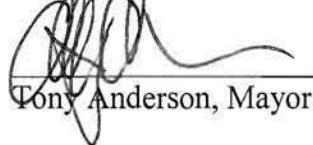
<u>Fund #</u>	<u>Fund Name</u>	<u>2013</u> <u>(Reference)</u>	<u>2014</u> <u>(Reference)</u>	<u>TOTAL</u> <u>BUDGET</u>
001	General	\$31,985,495	\$32,240,445	\$64,225,940
102	Street	4,334,067	11,083,105	15,417,172
103	Contingency Reserve	0	0	0
105	Port ILA	1,235,500	472,917	1,708,417
106	Transit Planning	325,000	250,000	575,000
107	Hotel/Motel	1,328,395	1,298,322	2,626,717
108	Building Management	1,318,350	1,024,563	2,342,913
110	Building Repair/Repl.	203,166	114,308	317,474
111	Des Moines Creek Basin ILA	514,800	308,800	823,600
204	Special Assessment Debt	107,625	0	107,625
205	LID Guarantee	0	0	0

206	2009 LTGO Refunding Bond	747,300	348,400	1,095,700
207	SCORE Bond Fund	161,799	161,762	323,561
301	Muni. Capital Improvements	4,375,462	1,406,767	5,782,229
303	Fire Equipment Reserve	533,953	1,043,226	1,577,179
306	Muni. Facilities CIP	1,659,870	1,460,248	3,120,118
307	Transportation CIP	7,955,600	8,231,600	16,187,200
308	Light Rail Sta. Areas CIP	750,000	250,000	1,000,000
403	SWM Utility	2,541,681	1,749,056	4,290,737
406	SWM Construction	0	0	0
501	Equipment Rental	785,118	1,413,539	2,198,657
	TOTAL ALL FUNDS	59,886,181	62,857,058	123,720,239

Section 3. This Ordinance shall be in full force and effect for the fiscal years 2013-2014 five (5) days after passage and publication as required by law.

ADOPTED this 14th day of May, 2013, and signed in authentication thereof on this 14th day of May, 2013.

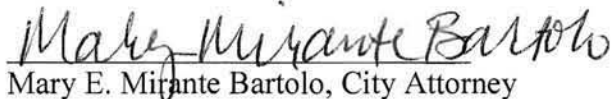
CITY OF SEATAC


Tony Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 5-25-13]

[2013-2014 Biennial Budget Amendment Ordinance]

EXHIBIT A

(2012 to 2013 BUDGET Carry forward Summary)

Carry Fwd			
FUND #	To Acct #	Amount	Description
001	001.000.03.565.10.41.012	\$40,000	2012 Human Services reserve funding to fund human services contracts in 2013
	001.000.03.565.10.41.012	\$65,000	2012 police position conversion to fund human services contracts in 2013
	001.000.03.565.10.41.012	\$65,000	2012 police position conversion to fund human services contracts in 2014
	001.000.03.513.10.41.000	\$16,000	Annual employee survey - to integrate with Align/Improve project in 2013
	001.000.05.514.24.41.000	\$25,000	Contract for scanning/microfilming records (City Clerk) continues into 2013
	001.000.08.521.20.51.026	\$11,000	High Crime Criminal Justice program continues into 2013
	001.000.08.521.20.35.132	\$14,500	JAG Federal Grant equipment funding continues into 2013
	001.000.08.521.20.41.132	\$14,500	JAG Federal Grant OT/Training funding continues into 2013
	001.000.08.521.20.51.013	\$25,500	Gang Resistance education program funding continues into 2013
	001.000.08.521.20.51.014	\$12,500	Domestic Violence program funding continues into 2013
Subtotal General Fund (GF)		\$289,000	(NOTE: This is less than 1% of the adopted 2012 GF Budget of \$30,401,044)
107	107.000.03.557.30.41.000	\$20,000	Tourism Promotion Area legal services; legal support delayed until 2013
	107.000.03.557.30.41.114	\$14,500	Brand development and marketing effort delayed to 2013 (tourism video planned in 2013)
110	110.000.10.575.50.48.000	\$16,500	Replace restroom/locker room tile at Community Center delayed into 2013
	110.000.10.576.80.48.000	\$5,000	Replacement of Park signs (Sunset & McMicken Hts) delayed into 2013
301	301.000.04.594.11.64.097	\$100,000	Replace Audio/Visual Equipment in Council Chambers delayed into 2013
	301.000.04.594.12.64.093	\$60,500	Court electronic document sharing (CMS - LINX system) project delayed into 2013
	301.000.04.594.76.63.194	\$253,500	Skate Park capital project continued into 2013
	301.000.04.594.76.63.119	\$15,500	Angle Lake Park Phase 2 project: design in 2012, construction continues in 2013
303	303.000.09.594.22.64.095	\$32,500	Purchase Suburban (Command vehicle) - final equipment to be installed in 2013
403	403.00.11.531.32.41.000	\$170,000	Portions of Surface Water Comprehensive Plan project delayed into 2013
Subtotal Other Funds		\$688,000	(NOTE: This is approx. 2.3% of the adopted 2012 Non-GF Budget of \$29,528,271)
Grand Total ALL FUNDS		\$977,000	Includes General Fund portion listed above, total is less than 2% of total 2012 Budget

City Council Review/Actions:

Carry forward items to be discussed at 4/23/13 City Council Study Session - Budget Adjustment Ordinance

Scheduled to adopt Ordinance on 5/14/13 (Can be Consent)

ORDINANCE NO. 13-1009

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Chapters 13.110, 13.150, 13.180, 13.190, and 13.220, and Sections 13.160.010, 13.170.010, and 13.210.010 of the SeaTac Municipal Code related to Buildings and Construction.

WHEREAS, the City has, pursuant to its municipal authority, adopted certain codes as amended by the State of Washington, as the Building and Construction Codes of the City; and

WHEREAS, those codes are generally adopted and amended by the State of Washington every three years pursuant to the provisions of RCW 19.27, and municipalities are required to adopt those changes by July 1, 2013; and

WHEREAS, certain codes were recently amended by the State, and thus it is appropriate for the City to update its municipal code accordingly; and

WHEREAS, the City's Community and Economic Development Department, Fire Department, and Public Works Department have reviewed the recent amendments to the City's Building and Construction Codes and the proposed amendments by the State; and

WHEREAS, the City Council desires to continue to regulate Buildings and Construction, which will provide necessary safety and construction standards;

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

WASHINGTON DO ORDAIN as follows:

Section 1. Chapter 13.110 of the SeaTac Municipal Code is hereby amended to read as follows:

13.110.010 Building Code.

The International Building Code, International Residential Code, International Performance Code and the International Existing Building Code, as adopted and amended by this chapter, shall collectively be referred to as the Building Code.

13.110.020 International Building Code.

The 2012 Edition of the International Building Code, as published by the International Code Council, as amended by the Washington State Building Code Council and published in Chapter 51-50 WAC, as now or hereafter amended, is hereby adopted by reference with the following additions and exceptions:

- A. Appendixes E and H are hereby adopted.
- B. The following is added to Section 504, Height Modifications:

504.2.1 Five story type VA buildings allowed.

Type VA buildings with B, M, R-1 and R-2 occupancies may be increased to five stories in height in accordance with all of the following:

1. The building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1; and
2. The building is equipped with a complete, approved fire alarm and detection system; and
3. The fire sprinkler alarm system is provided with annunciation for each floor; and
4. The building does not exceed 60 feet in height; and
5. The vertical exit enclosures shall be smoke proof enclosures in accordance with Section 909.20; and
6. Special inspection is provided for the lateral support portion of the structural system; and
7. The building must comply with all other applicable provisions of Title 13 of the SeaTac Municipal Code.

13.110.030 International Residential Code.

The 2012 Edition of the International Residential Code, as published by the International Code Council, as amended by the Washington State Building Code Council and published in Chapter 51-51 WAC, as now or hereafter amended, is hereby adopted by reference with the following additions and exceptions:

- A. Appendixes G and R are adopted.
- B. Table R301.2, Climate and Geographic Design Criteria, is hereby amended to read as follows:

Ground/Roof Snow Load: 25 psf

Wind Speed: 85 mph

Topographic Effects: No

Seismic Design Category: D2

Subject to Damage From:

Weathering: Moderate

Frost Line Depth: 18 inches

Termite: Slight to Moderate

Decay: Slight to Moderate

Outside Design Temperatures: 24F Heat; 83F Cool.

Ice Shield Underlayment Required: No

Flood Hazards: FEMA # 530320

Air Freezing Index: 50

Mean Annual Temperature: 51.4

C. Sections R105.2 (1) and (7) are hereby amended to read as follows:

1. One-story detached accessory structures constructed under the provisions of the IRC used as tool and storage sheds, tree supported play structures, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m²).7. Prefabricated swimming pools provided they meet one of the following conditions:

a. The pool is less than 24 inches deep.

b. The pool walls are entirely above ground and the capacity does not exceed 5,000 gallons.

D. The following is added to R405.1.1 to read as follows:

Drainage. Provisions shall be made for the control and drainage of water around and under buildings.

Adequate provisions shall be made to insure that under floor spaces remain free of running or standing water by the installation of drains. Additional drains are required in foundations to relieve water from under floor spaces where it is determined by the Building Official that such drainage is required. Drain pipes shall be of sufficient size to adequately convey water to an approved location, but shall be a minimum size of 4 inches. Provisions shall be made to prevent the drainage system from becoming blocked.

13.110.040 International Performance Code.

The 2012 Edition of the International Performance Code, published by the International Code Council, as now or hereafter amended, is hereby adopted.

13.110.050 International Existing Building Code.

The 2012 Edition of the International Existing Building Code, published by the International Code Council, as now or hereafter amended, is hereby adopted.

13.110.060 Copies on file.

At least one (1) copy of the adopted editions of the International Building Code, International Residential Code, International Performance Code and the International Existing Building Code shall be on file in the office of the Building Official on behalf of the City Clerk.

Section 2. Sections 13.150 is repealed in its entirety and replaced with the following to read as follows:

Chapter 13.150 FIRE CODE

Sections:

- 13.150.010 Adoption**
- 13.150.020 Amendments to the International Fire Code – Chapter 1, Scope and Administration.**
- 13.150.030 Amendments to the International Fire Code – Chapter 2, Definitions.**
- 13.150.040 Amendments to the International Fire Code – Chapter 3, General Requirements**
- 13.150.050 *Reserved.***
- 13.150.060 Amendments to the International Fire Code – Chapter 5, Fire Service Features.**
- 13.150.070 Amendments to the International Fire Code – Chapter 6, Building Services and Systems.**
- 13.150.080 Amendments to the International Fire Code – Chapter 7, Fire-Resistance-Rated Construction.**
- 13.150.090 Amendments to the International Fire Code – Chapter 9, Fire Protection Systems.**
- 13.150.100 Amendments to the International Fire Code – Chapter 11, Construction Requirements for Existing Buildings.**
- 13.150.110 Amendments to the International Fire Code – Chapter 80, Reference Standards.**
- 13.150.120 Amendments to the International Fire Code – Appendix B, Fire-Flow Requirements for Buildings.**
- 13.150.270 Automatic location identifier – Enhanced 911.**

- 13.150.010 Adoption.**

The International Fire Code with Appendix B, 2012 Edition, as published by the International Code Council, as amended in Chapters 51-54A WAC, together with amendments, additions, and deletions adopted by reference, and together with SeaTac modifications, are adopted as the City of SeaTac Fire Code, and referred to as “this Code” in this Chapter. At least one (1) copy of the adopted edition of the International Fire Code as published by the International Code Council shall be on file in the office of the Building Official on behalf of the City Clerk.

13.150.020. Amendments to the International Fire Code – Chapter 1, Scope and Administration.

The following local amendments to Chapter 1 of the International Fire Code, entitled “Scope and Administration,” are hereby adopted and incorporated into the International Fire Code:

A. A new subsection 104.1.1 is added to read as follows:

104.1.1. Retained authority – Additional conditions. The fire code official retains the authority to impose additional conditions where the official determines it necessary to mitigate identified fire protection impacts and problematic fire protection systems. These conditions may include, by way of example and without limitation, increased setbacks, use of fire retardant materials, installation and/or modification of standpipes, fire sprinkler and fire alarm systems.

B. A new subsection 105.1.4 is added to read as follows:

105.1.4. Term. Operational permits issued in accordance with this code shall be valid for a 12 month period and are renewable at the end of that 12 month term.

C. A new subsection 105.6.47 is added to read as follows:

105.6.47. Commercial Kitchen. An operational permit is required for all commercial kitchens with type I hood systems.

D. A new subsection 105.6.48 is added to read as follows:

105.6.48. Emergency and standby power systems. An operational permit is required for code required emergency or standby power systems identified in NFPA 110.

E. A new subsection 105.7.15 is added to read as follows:

105.7.17. Emergency and standby power systems. A construction permit is required for the installation of a code required emergency or standby power systems identified in NFPA 110.

F. Section 108 of the International Fire Code is amended to read as follows:

108 Appeals. The Hearing Examiner shall constitute the board of appeals for all matters concerning the application of the technical codes. Appeals to the hearing examiner shall be made pursuant to Chapter 13.100.100 SMC.

G. Subsection 109.4 of the International Fire Code is amended to read as follows:

109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand (1,000) dollars or by imprisonment of not more than 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

H. Subsection 111.4 of the International Fire Code is amended to read as follows:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such as that person is directed, by the City, to perform or remove a violation or unsafe condition, shall be liable to a fine of not less than one hundred (\$100.00) dollars or more than double the amount of the permit fee.

I. Subsection 113.3 of the International Fire Code is amended to read as follows:

113.3 Work commencing before permit issuance. When work is started or proceeded prior to obtaining approval or required permits, the ordinary fees shall be doubled. The payment of such double fee shall not relieve any persons from fully complying with the requirement of this code in the execution of the work nor from any other penalties prescribed by this code.

13.150.030. Amendments to the International Fire Code – Chapter 2, Definitions.

The following local amendment to Chapter 2 of the International Fire Code, entitled “Definitions,” is hereby adopted and incorporated into the International Fire Code:

A. The following definition is added to Section 202 of the International Fire Code to read as follows:

PROBLEMATIC FIRE PROTECTION SYSTEM. A fire protection system that generates repeated preventable alarms.

13.01.040. Amendments to the International Fire Code – Chapter 3, General Requirements. The following local amendment to Chapter 3 of the International Fire Code, entitled “General Requirements,” is hereby adopted and incorporated into the International Fire Code:

A. A new subsection 315.4.3 to read as follows:

315.4.3 Idle Pallets. Idle pallets shall be stored in accordance with Sections 315.4.3.1 through 315.4.3.4.

315.4.3.1 Buildings protected with automatic sprinklers. The storage of idle pallets shall be in accordance with NFPA 13 Table A12.12.1.1.

315.4.3.2 Buildings without sprinkler protection. The storage of idle pallets shall be in accordance with Table 315.4.3.2.

Table 315.4.3.2 Clearances¹ Between Storage and Buildings

Wall Construction Type	Openings	0-50 Pallets	51-200 Pallets	Over 200 Pallets
Masonry	None	5	5	10
Masonry	1 hour protected openings	5	10	20
Masonry	3/4 hour protected openings	10	20	30
Masonry	Non protected openings	20	30	50
Other		20	30	50

1. All distances measured in feet.

315.4.3.3 Separation from other storage. The storage of idle pallets shall be in accordance with Table 315.4.3.3.

Table 315.4.3.3 Clearance to Other Storage

Pile Size	Minimum Distance¹
0-50	20
51-200	30
Over 200	50

1. All distances measured in feet.

315.4.3.4 Stacks. Pallet stacks shall be arranged to form stable piles. Pile shall be limited to an area not greater than 400 square feet. A distance half the pile height or not less than 8 ft. shall separate stacks.

13.150.050. Reserved.

13.150.060. Amendments to the International Fire Code – Chapter 5, Fire Service Features.

The following local amendments to Chapter 5 of the International Fire Code, entitled “Fire Service Features,” are adopted and incorporated into the International Fire Code:

A. Section 503 of the International Fire Code is adopted.

B. Subsection 503.2.1 is amended to read as follows:

503.2.1 Dimensions. The following minimum dimensions shall apply for fire apparatus access roads:

1. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet , except for *approved* security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches .
2. All Fire apparatus access road routes shall be approved.

C. Subsection 503.2.3 is amended to read as follows:

503.2.3 Surface. Facilities, buildings, or portions of buildings constructed shall be accessible to fire apparatus by way of an approved fire apparatus access road with asphalt, concrete, or other approved all-weather driving surface capable of supporting the imposed load of fire apparatus weighing at least 30 tons in accordance with the King County Road Standards.

D. Subsection 503.2.5 is amended to read as follows:

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved turnaround.

E. Subsection 503.2.6 is amended to read as follows:

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge or elevated surface shall be constructed and maintained in accordance with specifications established by the fire code official and the public works director, or their designees; at a minimum, however, the bridge or elevated surface shall be constructed and maintained in accordance with AASHTO Standard Specifications for Highway Bridges. Bridges and elevated surfaces shall be designed for a live load sufficient to carry 30 tons or more, the total imposed load to be determined by the fire code official. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

F. Subsection 503.2.7 of the International Fire Code is amended to read as follows:

503.2.7 Grade. Fire apparatus access roads shall not exceed 15 percent longitudinally and/or 6 percent laterally in grade. Approach and departure angle for fire access shall be as determined by the fire code official.

G. A new subsection 503.2.9 is added to read as follows:

503.2.9 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, for 20 feet on either side of the operating nut the minimum road width shall be 26 feet and may be marked as a fire lane per Section 503.3.

H. Subsection 503.3 is amended to read as follows:

503.3 Marking. Fire apparatus access roads shall be marked whenever necessary to maintain the unobstructed minimum required width of roadways. Subject to the fire code official's prior written approval, marked fire apparatus access roads, or fire lanes, may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection as well as any time during the life of the occupancy. Only those fire apparatus access roads established by the fire code official can utilize red marking paint and the term fire lane. Fire lanes shall be marked as directed by the fire code official with one or more of the following types of marking in accordance with the City of SeaTac Design and Construction Standards:

503.3.1 Type 1. Type 1 marking shall be installed to identify fire lanes on commercial and multi-family developments or as directed by the fire code official. The following shall apply to Type 1 marking:

1. Curbs shall be identifiable by red traffic paint with a 6 inch wide stripe on the top and front, extending the length of the designated fire lane.
2. Rolled curbs shall be identified by red traffic paint with a 6 inch wide stripe on the upper most portion of the curb, extending the length of the designated fire lane.
3. Lanes without curbs shall be identified by red traffic paint with a 6 inch wide stripe on the pavement, extending the length of the designated fire lane.
4. The words "NO PARKING – FIRE LANE" shall be in 3 inch stroke white letters 18 inches in height, and placed 8 inches measured perpendicular from the red paint stripe on the pavement. Locations and intervals will be designated by the fire code official; marking will not exceed 50 feet apart. In most cases, both sides of the access road shall be marked. Where long drives are to be marked, the repetition shall alternate sides of the drive.

Exception: Fire lanes installed prior to July 1, 2013, with fire lane stencil on the face of curb.

503.3.2 Type 2. Type 2 marking shall be installed to identify fire lanes in one- and two-family dwelling developments, turnarounds, or as directed by the fire code official. The following shall apply to Type 2 marking:

1. Type 2 marking requires metal signs stating “NO PARKING – FIRE LANE” to be installed at intervals or locations designated by the fire code official; signage will not exceed 150 feet apart.

2. The signs shall measure 12 inches in width and 18 inches in height and have red letters on a white background. Bottom of sign shall be a minimum of 7 feet from the curb. Signs shall be nominally parallel to the road, facing the direction of travel.

3. The sign shall be installed on an approved metal post.

Exception: On construction sites, approved portable or temporary sign posts and bases may be used.

4. Where fire lanes are adjacent to buildings or structures and when approved or directed by the fire code official, the signs may be placed on the face of the building or structure.

503.3.3. Type 3. Type 3 marking shall be installed to address situations where neither Type 1 or 2 marking are not effective or as directed by the fire code official.

1. Specific areas designated by the fire code official shall be marked with diagonal striping across the width of the fire lane. Diagonal marking shall be used in conjunction with painted curbs and/or edge striping and shall run at an angle of 30 to 60 degrees from one side to the other. These diagonal lines shall be in red traffic paint, parallel with each other, at least 6 inches in width, and 24 inches apart. Lettering shall occur as with Type 1 marking.

I. A new subsection 503.7 is added to read as follows:

503.7 Establishment of fire lanes. Fire lanes in conformance with this code shall be established by the Fire Code Official, and shall be in accordance with 503.7.1 through 503.7.9.

503.7.1 Obstruction of fire lanes prohibited. The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and shall constitute a traffic hazard as defined in State law and an immediate hazard to life and property.

503.7.2 Existing fire lane signs and markings. The following signs and markings shall be provided:

1. Signs (minimum nine-inch by 16-inch) may be allowed to remain until there is a need for replacement and at that time the sign shall the requirements of section 503.3.2

2. Markings may be allowed to remain until there is a need for repainting and at that time the provisions outlined in 503.3 shall be complied with.

503.7.3 Maintenance. Fire lane markings shall be maintained at the expense of the property owner(s) as often as needed to clearly identify the designated area as being a fire lane.

503.7.4 Towing notification. At each entrance to property where fire lanes have been designated, signs shall be posted in a clearly conspicuous location and shall clearly state that

vehicles parked in fire lanes may be impounded, and the name, telephone number, and address of the towing firm where the vehicle may be redeemed.

503.7.5 Responsible property owner. The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall prevent the parking of vehicles or placement of other obstructions in such fire lanes.

503.7.6 Violation – Penalty. Any person who fails to mark or maintain the marking of a designated fire lane as prescribed herein, or who obstructs or allows the obstruction of a designated fire lane, shall be deemed to have committed a Class 2 civil infraction. The penalty for violation of this section shall be a maximum monetary penalty of one hundred twenty-five dollars (\$125.00), not including statutory assessments.

503.7.7 Violation – Civil penalty. In addition to, or as an alternate to, the penalties specified above, the City is authorized to enforce all provisions of this chapter, specifically including civil penalties, pursuant to Chapter 1.15 SMC.

503.7.8 Impoundment. Any vehicle or object obstructing a designated fire lane is declared a traffic hazard and may be abated without prior notification to its owner by impoundment pursuant to the applicable State law. The owner or operator shall be responsible for all towing and impound charges.

J. A new subsection 503.8 is added to read as follows:

503.8 Commercial and Industrial Developments. The fire apparatus access roads serving commercial and industrial developments shall be in accordance with Sections 503.8.1 through 503.8.3.

503.8.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet or three stories in height shall have at least two means of fire apparatus access for each structure.

503.8.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roads.

Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved fire apparatus access road when all buildings area equipped throughout with approved automatic sprinkler systems.

503.8.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

K. A new subsection 503.9 is added to read as follows:

503.9 Aerial fire apparatus roads. The fire apparatus access roads that accommodate aerial fire apparatus shall be in accordance with Sections 503.9.1 through 503.9.3.

503.9.1 Where required. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department access shall be provided with approved fire apparatus access roads that are capable of accommodating fire department aerial apparatus.

503.9.1 Single-family Calculation Method. The height calculation method for single-family homes shall be in accordance with SMC 15.13.020c.

503.9.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of building more than 30 feet in height.

503.9.3 Proximity to building. At least one of the required access routes meeting this condition shall be positioned parallel to one entire side of the building. The location of the parallel access route shall be approved.

L. A new subsection 503.10 is added to read as follows:

503.10 Multi-family residential developments. The fire apparatus access roads serving multi-family residential developments shall be in accordance with Sections 503.10.1 through 503.10.2.

503.10.1 Projects having more than 100 dwelling units. Multi-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads.

Exception: Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1 or 903.3.1.2.

503.10.2 Projects having more than 200 dwelling units. Multi-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

M. A new subsection 503.11 is added to read as follows:

503.11 One- and Two-family residential developments with more than 30 dwelling units. The fire apparatus access roads serving one and two-family residential developments with more than 30 dwelling units shall be in accordance with Sections 503.11.1.

503.11.1 Projects having more than 30 dwelling units. Developments of one- or two-family dwellings where the number of dwelling units exceed 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section 503.8.3.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will, within a reasonable time, connect with future development, as determined by the fire code official.

N. Section A new subsection 503.12 is added to read as follows:

503.12 Underground structures. Installation of underground structures under or within 10 feet of fire apparatus access roads shall be designed using approved criteria. The criteria shall accommodate for the loading of fire department aerial apparatus unless otherwise approved.

O. Subsection 507.5.2 is amended to read as follows:

507.5.2. Inspection, testing and maintenance. Private fire hydrant systems shall be subject to annual testing. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations, and servicing shall comply with approved standards.

P. A new subsection 507.5.3.1 is added to read as follows:

507.5.3.1. Records. Records of all system inspections, tests and maintenance required by the referenced standard shall be maintained on the premises for three years; copies shall be delivered to the fire code official within 30 calendar days of each test, inspection, or maintenance of the system.

Q. Subsection 507.5.6 is amended to read as follows:

507.5.6. Physical protection. Where fire hydrants are subject to impact by a motor vehicle, guard posts shall be designed and installed in accordance with the local water purveyor's design and construction standards.

R. Subsection 507.5.7 is amended to read as follows:

507.5.7. Fire hydrant. Fire hydrants shall be designed and installed in accordance with the local water purveyor's design and construction standards.

S. A new subsection 507.5.8 is added to read as follows:

507.5.8. Backflow prevention. All private fire systems shall be isolated by an approved method from the local water purveyor.

T. A new subsection 507.6 is added to read as follows:

507.6. Capacity for new residential areas. All hydrants installed in single family residential areas shall be capable of delivering 1,500 gpm fire flow over and above average maximum demands at the farthest point of the installation.

U. A new subsection 507.7 is added to read as follows:

507.7. Spacing. The spacing of hydrants shall be in accordance with Sections 507.7.1 through 507.7.5.

507.7.1. Single family. The maximum fire hydrant spacing serving single family residential areas shall be 600 feet.

507.7.2. Commercial, industrial and multi-family. The maximum fire hydrant spacing serving commercial, industrial, multi-family or other areas shall be 300 feet.

507.7.3. Medians. Where streets are provided with median dividers which cannot be crossed by firefighters pulling hose lines hydrants shall be provided on each side of the street and be arranged on an alternating basis.

507.7.4. Arterials. Where arterial streets are provided with four or more traffic lanes hydrants shall be provided on each side of the street and be arranged on an alternating basis.

507.7.5. Transportation. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at a spacing not to exceed 1,000 feet to provide for transportation hazards.

V. A new subsection 507.8 is added to read as follows:

507.8. Required hydrants. The number of hydrants required for a property shall be based on the calculated fire flow. The first hydrant will be calculated for up to 1,500 gpm. An additional hydrant is required for every 1,000 gpm, or fraction thereof. The required hydrants shall be within 600 feet of the property on a fire apparatus road, as measured by an approved method.

W. A new subsection 507.9 is added to read as follows:

507.9. Notification. The owner of property on which private hydrants are located and the public agencies that own or control public hydrants must provide the fire code official with the following written service notifications in accordance with 507.9.1 and 507.9.2.

507.9.1. In-service notification. The fire code official shall be notified when any newly installed hydrant is placed into service.

507.9.2. Out-of-service notifications. Where any hydrant is out of service or has not yet been placed in service, the hydrant shall be identified as being out of service and shall be appropriately marked as out of service, by a method approved by the fire code official.

X. A new subsection 507.10 is added to read as follows:

507.10. Water main standards. The installation of water mains shall be in accordance with 507.10.1 and 507.10.2.

507.10.1. Minimum pipe size. All water mains serving fire hydrants shall be eight (8) inches in diameter for dead-end mains and six (6) inches inside diameter for circulating mains.

Exception: Hydrant leads less than fifty (50) feet in length may be six (6) inches in diameter.

507.10.2. Adopted standards. All water mains shall meet applicable engineering and health standards adopted by the State of Washington or the water purveyor.

Y. A new subsection 507.11 is added to read as follows:

507.11. Water purveyor authority. Nothing in this section shall be construed to prohibit water purveyors from imposing more stringent requirements for the construction of water mains and fire hydrants.

13.150.070. Amendments to the International Fire Code – Chapter 6, Building Services and Systems.

The following local amendments to Chapter 6 of the International Fire Code, entitled “Building Services and Systems,” are hereby adopted and incorporated into the International Fire Code.

A. Subsection 606.6 is amended to read as follows:

606.6. Testing of equipment. Refrigeration equipment and systems having a refrigerant circuit more than 220 pounds of Group A1 or 30 pounds of any other group refrigerant shall be subject to periodic testing in accordance with Section 606.6.1. A written record of the required testing shall be maintained on the premises for a minimum of three years; a copy shall be submitted to the fire code official within 30 calendar days of the testing; and a label or tag shall be affixed to the individual system identifying the date of the testing. Tests of emergency devices or systems required by this chapter shall be conducted by persons trained and qualified in refrigeration systems.

B. Subsection 609.2 is amended to add the following subsections to read as follows:

609.2.2 Permit Required. Permits shall be required as set forth in Section 105.6.

609.2.3 Approved drawing. The stamped and approved cook line drawing shall be displayed adjacent to the suppression system pull station prior to the final inspection.

C. Subsection 609.3.3.3 is amended to read as follows:

609.3.3.3 Records. Records for inspections shall state the individual and company performing the inspection, a description of the inspection and when the inspection took place. Records for cleanings shall state the individual and company performing the cleaning and when the cleaning took place. Such records shall be completed after each inspection or cleaning, maintained on the premises for a minimum of three years; a copy shall be sent to the fire code official within 30 days of the inspection or cleaning; and a label or tag shall be affixed to the individual system identifying the date of the inspection and/or cleaning.

13.150.080 Amendments to the International Fire Code – Chapter 7, Fire-Resistance-Rated Construction. The following local amendments to Chapter 7 of the International Fire Code, entitled “Fire-Resistance-Rated Construction,” are hereby adopted and incorporated into the International Fire Code.

A. Subsection 703.4 is amended to read as follows:

703.4. Testing. Horizontal, vertical sliding and rolling fire doors shall be inspected and tested annually to confirm proper operation and full closure. A written record shall be maintained on the premises for a minimum of three years; a copy shall be sent to the fire code official within 30 calendar days of the inspection or test; and a label or tag shall be affixed to the individual assembly identifying the date of scheduled confidence test.

13.150.090. Amendments to the International Fire Code – Chapter 9, Fire Protection Systems.

The following local amendments to Chapter 9 of the International Fire Code, entitled “Fire Protection Systems,” are hereby adopted and incorporated into the International Fire Code .

A. Subsection 901.6.2 is amended to read as follows:

901.6.2. Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for three years; a copy shall be sent to the fire code official within 30 calendar days of each test, inspection, or maintenance of the system; and a label or tag shall be affixed to the individual system identifying the date of the scheduled confidence test.

B. The following term is added to subsection 902.1:

PROBLEMATIC FIRE PROTECTION SYSTEM.

C. Subsection 903.2 of the International Fire Code is amended to read as follows:

903.2 Where required. An automatic sprinkler system shall be provided for when one of the following conditions exist:

1. In all buildings without adequate fire flow as required by this code.

Exception: Miscellaneous Group U Occupancies.

2. All new buildings and structures regulated by the International Building Code 6,000 square feet and greater and requiring 2,000 gallons per minute or more fire flow, or with a gross floor area of 10,000 or more square feet, or where this code provides a more restrictive floor/fire area requirement, and shall be provided in all locations or where described by this code.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1 hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2 hour horizontal assemblies constructed in accordance with Section 712 of the International Building Code, or both.

3. Where this code requires the installation of an automatic sprinkler system to protect an occupancy within an otherwise non-sprinklered building, then automatic sprinkler protection will be required throughout the entire building.

4. When the required fire apparatus access roadway grade is 12 percent or greater.

D. A new subsection 903.2.9.3 is added to read as follows:

903.2.9.3 Speculative use warehouses. Where the occupant, tenant, or use of the building or storage commodity has not been determined or it is otherwise a speculative use warehouse or building, the automatic sprinkler system shall be designed to protect not less than Class IV non-encapsulated commodities on wood pallets, with no solid, slatted, or wire mesh shelving, and with aisles that are 8 feet or more in width and up to 20 feet in height.

E. A new subsection 903.3.8 is added to read as follows:

903.3.8. Check valve. All automatic sprinkler system risers shall be equipped with a check valve.

F. A new subsection 903.7 is added to read as follows:

903.7 Riser Room Access. All risers shall be located in a dedicated room with an exterior door, interior lighting and heat.

G. Subsection 907.1.3 is amended to read as follows:

907.1.3 Equipment. Systems and their components shall be listed and approved for the purpose for which they are installed. All new alarm systems shall be addressable. Each device shall have its own address and shall annunciate individual addresses at a UL Central Station.

H. A new subsection 907.10 is added to read as follows:

907.10. Latched alarms. All signals shall be automatically “latched” at the alarm panel until their operated devices are returned to normal condition, and the alarm panel is manually reset.

I. A new subsection 907.11 is added to read as follows:

907.11 Resetting. All fire alarm panels shall be reset only by an approved person.

907.11.1. Reset Code. The reset code for the fire alarm panel or keypad shall be 3-7-1-2-3-4. The reset code shall not be changed without approval of the fire code official.

J. A new subsection 907.12 is added to read as follows:

907.12 Fire Alarm Control Panel. All fire alarm control panels shall be located in the riser room designed and installed in accordance with Section 903.7 or an approved location.

K. Subsection 909.20.2 is amended to read as follows:

909.20.2 Written record. The records shall include the date of the maintenance, identification of the servicing personnel and notification of any unsatisfactory condition and the corrective action taken, including parts replacement. The written record of smoke control system testing and maintenance shall be maintained on the premises for three years; copied copy shall be sent to the fire code official within 30 days of each test or maintenance of the system; and a label or tag shall be affixed to the individual system identifying the date of the scheduled testing.

L. Subsection 912.4 is amended to read as follows:

912.4 Signs. Fire department connections shall be clearly identified in an approved manner.

All fire department connections shall have an approved sign attached below the Siamese clapper. The sign shall specify the type of water-based fire protection system, the structure, and the building areas served.

13.150.100. Amendments to the International Fire Code – Chapter 11, Fire Safety Requirements for Existing Buildings.

The following local amendments to Chapter 11 of the International Fire Code, entitled “Fire Safety Requirements for Existing Buildings,” are hereby adopted and incorporated into the International Fire Code.

A. A new subsection 1103.5.3 is added to read as follows:

1103.5.3 Substantial Alterations. The provisions of this chapter shall apply to substantial alterations to existing buildings regardless of use when a substantial alteration occurs in a structure equaling 10,000 or greater square feet. For the purpose of this section, a substantial alteration shall be defined as an alteration that costs 50% or more of the current assessed value of the structure and impacts more than 50% of the gross floor area.

B. A new subsection 1103.7.8 is added to read as follows:

1103.7.8 Fire alarm control unit. If an existing fire alarm control unit is replaced with identical equipment is shall be considered maintenance.

13.150.110. Amendments to the International Fire Code – Chapter 80, Reference Standards.

The following local amendments to Chapter 80 of the International Fire Code, entitled “Reference Standards,” are hereby adopted and incorporated into the International Fire Code.

A. Section NFPA of the International Fire Code is amended by modifying the Standard reference number dates of publication as follows:

<u>13-13</u>	Installation of Sprinkler Systems
<u>13D-13</u>	Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
<u>13R-13</u>	Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height
<u>20-13</u>	Installation of Stationary Pumps for Fire Protection
<u>24-13</u>	Installation of Private Fire Service Mains and Their Appurtenances
<u>72-13</u>	National Fire Alarm and Signaling Code
<u>110-13</u>	Emergency and Standby Power Systems
<u>111-13</u>	Stored Electrical Energy Emergency and Standby Power Systems
<u>720-12</u>	Installation of Carbon Monoxide (CO) Detection and Warning Equipment

13.150.120. Amendments to the International Fire Code – Appendix B, Fire-Flow Requirements for Buildings.

The following local amendments to Appendix B to the International Fire Code, entitled “Fire-Flow Requirements for Buildings,” are hereby adopted and incorporated into the International Fire Code.

A. Subsection B103.1 is amended to read as follows:

B103.1 Increases. The fire chief is authorized to increase the fire flow requirements where exposures could be impacted by fire. An increase shall not be more than twice that required for the building under consideration.

B103.1.1 One- and two-family dwellings. The fire chief is authorized to increase the fire flow requirements by 500 gallons per minute for homes less than 10 feet apart measured from the face of the foundation.

B. Subsection B105.1 is amended to read as follows:

B105.1 One- and two-family dwellings. Fire-flow requirements for one- and two-family dwellings shall be in accordance with Sections B105.1.1 through B105.1.3.

B105.1.1 Buildings not exceeding 3,600 square feet. The minimum fire-flow and flow duration requirements shall be 1,000 gallons per minute for 1 hour.

Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic sprinkler system.

B105.1.2 Buildings greater than 3,600 square feet and less than 4,800 square feet. The minimum fire-flow and flow duration requirements shall be 1,500 gallons per minute for 2 hours.

Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic sprinkler system.

B105.1.2 Buildings 4,800 square feet and greater. The minimum fire-flow and flow duration requirements shall not be less than that specified in Table B105.1.

Exception: A reduction of fire-flow and flow duration to 1,000 gallons per minute for 1 hour, as approved, is allowed when the building is equipped with the following:

1. An approved automatic sprinkler system
2. 1-hour fire resistant rated exterior walls tested in accordance with ASTM E 119 or UL 263 with exposure on the exterior side and projections with 1-hour underside protection, fire blocking installed from the wall top plate to the underside of the roof sheathing and no gable vent openings.

Exception: Walls with a distance greater than 11' to the nearest exposure or face an unbuildable lot, tract or buffer. The distance shall be measured at right angles from the face of the wall.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system. The resulting fire-flow shall not be less than 1,500 gallons per minute for the prescribed duration as specified in Table B105.1.

B105.2.1 Tents and Membrane structures. No fire flow is required for tents and membrane structures.

B105.2.2 Accessory residential Group U buildings. Accessory residential Group U buildings shall comply with the requirements of B105.1.

13.150.270. Automatic location identifier – Enhanced 911.

A. The definitions set forth in WAC 118-68-020 are hereby amended to read as follows:

1. “Authority having jurisdiction” is defined as the Fire Chief for the City of SeaTac, or designee.

2. “Building unit identifier” means room number or equivalent designation of a specific portion of a structure, or an apartment number in multi-family residences.

3. “Call back telephone number” means a phone number which can be called from the public switched network to be used by the public safety answering point to recontact the location from which the 911 call was placed. The number may or may not be the number of the station used to originate the 911 call.

4. “Determination of noncompliance” means written notification that a system is not in compliance with this section. Information contained therein shall include, but not be limited to, system deficiencies requiring correction to bring the system into compliance and a date by which noted corrections shall be made.

5. “Director of Fire Protection” means the State Fire Marshal or his/her designee.

6. “Emergency location identification number (ELIN)” means a valid North American Numbering Plan format telephone number assigned to the MLTS operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP. The ELIN may be the same number as the ANI. The North American Numbering Plan number may in some cases not be a dialable number.

7. “Emergency response location” means a location to which a 911 emergency response team may be dispatched. The location should be specific enough to provide a reasonable opportunity for the emergency response team to quickly locate a caller anywhere within it.

8. “Fire Official” means the City of SeaTac Fire Chief or designee.

9. “MLTS” means a multi-line telephone system comprised of common control units, telephones and control hardware and software. This includes network and premises based systems and includes systems owned or leased by governmental agencies and nonprofit entities, as well as for-profit businesses.

10. “On-site notification” means a system capability whereby a call to 911 is directed through the 911 network to a public safety answering point and simultaneously to a display unit colocated with the fire alarm annunciator panel for the building which will display the caller’s location to a minimum of the building unit identifier.

11. “Public safety answering point (PSAP)” means a facility equipped and staffed to receive 911 calls.

B. WAC 118-68-030 pertaining to “Applicability,” as now in effect or subsequently amended, is hereby adopted.

C. WAC 118-68-040 pertaining to “Compliance,” as now in effect or subsequently amended, is hereby adopted.

D. WAC 118-68-050 pertaining to “Inspection,” as now in effect or subsequently amended, is hereby adopted.

E. Violations of this section shall be remedied in accordance with SMC 1.15.045 through 1.15.075 and by way of correction agreement and/or notice of infraction.

Section 3. Section 13.160.010 of the SeaTac Municipal Code is amended to read as follows:

13.160.010 International Mechanical Code.

The 2012 Edition of the International Mechanical Code, as published by the International Code Council, as amended by the Washington State Building Code Council and as published in Chapter 51-52 WAC, as now or hereafter amended, is adopted.

Section 4. Section 13.170.010 of the SeaTac Municipal Code is amended to read as follows:

13.170.010 Uniform Plumbing Code .

A. The 2012 Edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council and as published in Chapter 51-56 WAC, as now or hereafter amended, is adopted.

Section 5. Chapter 13.180 of the SeaTac Municipal Code is hereby amended to read as follows:

13.180.010 Adoption of the National Electrical Code.

A. The 2008 Edition of the National Electrical Code (NFPA 70 – 2008) including Annex A, B, and C is hereby adopted by reference, as now or hereafter amended.

B. Pursuant to an interlocal agreement entered into by and between the City and the Port of Seattle, pursuant to Resolution No. 00-022 and Port Resolution No. 3445, respectively, effective January 1, 2000, the City recognizes concurrent authority of the Port to administer, implement, and enforce the National Electrical Code recited in subsection (A) of this section and relinquishes any and all jurisdiction, including but not limited to that set forth in RCW 19.28.070, over development projects on Port-owned property within the City which are for airport uses, as that term is defined in the September 4, 1997, interlocal agreement between the City and the Port. In the event the State of Washington or the Director of Department of Labor and Industries does not grant power to, or acknowledge power of, the Port of Seattle to enforce the provisions of Chapter 19.28 RCW, or conduct electrical inspections thereunder, the City defers to the inspection authority of the Director of Labor and Industries as to all matters involving such Port projects on Port property.

13.180.020 Electricians and electrical installations.

Chapter 19.28 RCW, as now in effect, and as may subsequently be amended, is adopted by reference to establish regulations pertaining to electricians and electrical installations, except that “Department” shall mean the City Department of Community and Economic Development , and “Director” shall mean the Director of the Department of Community and Economic Development , unless otherwise indicated by the context.

13.180.030 The Washington Cities Electrical Code.

Those additional codes, manuals and reference works referred to and the regulations contained in the Washington Cities Electrical Code, as now in effect and as may subsequently be amended, updated, or issued as new editions, pursuant to the Washington Cities Electrical Code, are hereby adopted by reference to establish safety standards in installing electric wires and equipment and to provide administrative rules.

13.180.040 Amusement rides.

A. Chapter 67.42 RCW, as now in effect and as may subsequently be amended, is adopted by reference to establish regulations pertaining to amusement rides, with the exception of the fees of RCW 67.42.060. The term “Department” shall mean the City Department of Community and Economic Development, and “Director” shall mean the Director of the Department of Community and Economic Development, unless otherwise indicated by the context.

B. Those additional codes, manuals and reference works referred to and the regulations contained in Chapter 296-403A WAC, as now in effect and as may subsequently be amended, updated, or issued as new editions, pursuant to RCW 67.42.050, are hereby adopted by reference to establish safety standards in installing and operating amusement rides and to provide administrative rules, with the exception of the fees of WAC 296-403A-150.

13.180.050 Enforcement.

In addition to any and all rights of inspection, access and enforcement contained in the National Electrical Code, the Washington Cities Electrical Code, and the statutes and regulations adopted

by this chapter, the City is authorized to enforce all provisions of this chapter pursuant to Chapter 1.15 SMC, as it presently exists and as it may subsequently be amended.

Section 6. Chapter 13.190 of the SeaTac Municipal Code is renamed the “Clearing and Grading Code” and is amended to read as follows:

13.190.010 Purpose.

A. This chapter is intended to regulate clearing and removal of vegetation, excavation, grading and earthwork construction including cuts and fills, gravel pits, dumping, quarrying and mining operations within City of SeaTac in order to protect public health, safety and welfare by:

1. Minimizing adverse storm water impacts generated by the removal of vegetation and alteration of landforms;
2. Protecting water quality from the adverse impacts associated with erosion and sedimentation;
3. Minimizing aquatic and terrestrial wildlife habitat loss caused by the removal of vegetation;
4. Protecting sensitive areas from adverse clearing and grading activities;
5. Facilitating and encouraging long-term forest practice and agricultural production operations where appropriate;
6. Minimizing the adverse impacts associated with quarrying and mining operations;
7. Preventing damage to property and harm to persons caused by excavations and fills;
8. Establishing administrative procedures for the issuance of permits, approval of plans, and inspection of clearing and grading operations; and
9. Providing penalties for the violation of this chapter.

B. This chapter establishes the administrative procedure for issuance of permits, provides for approval of plans and inspection of clearing and grading operations, and provides for penalties for the violation of this chapter.

C. Conflicts. In case of a conflict between these provisions and those relating to clearing and grading found in any of the other technical codes adopted by this title, these provisions shall apply.

13.190.020 Definitions.

The definitions in this section apply throughout this chapter, unless otherwise clearly indicated by their context, and mean as follows:

A. “Applicant” means a property owner or a public agency or a public or a private utility which owns a right-of-way or other easement or has been adjudicated the right to such an easement

pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

B. "Bench" means a relatively level step excavated or constructed on the face of a graded slope surface for drainage and maintenance purposes.

C. "Berm" means a mound or raised area used for the purpose of screening a site or operation.

D. "Civil engineer" means an engineer who is licensed as a professional engineer in the branch of civil engineering by the state of Washington.

E. "Clearing" means the cutting or removal of vegetation or other organic plant material by physical, mechanical, chemical or any other means.

F. "Clearing and grading permit" means the permit required by this chapter for clearing and grading activities, including temporary permits.

G. "Compaction" means the densification of a fill by mechanical means.

H. "Cutting" means the severing of the main trunk or stems from close to or at the soil surface or at a point up to twenty-five percent (25%) of the total vegetation height.

I. "Director" means the Director or the authorized agent of the City of SeaTac Public Works Department or designee.

J. "Duff" means decaying vegetation matter covering the ground under trees, or organic soils.

K. "Earth material" means any rock, natural soil or any combination thereof.

L. "Erosion" means the wearing away of the ground surface as the result of the movement of wind, water and/or ice.

M. "Excavation" means the removal of earth material.

N. "Fill" means a deposit of earth material placed by mechanical means.

O. "Geotechnical engineer" means a person licensed by the State of Washington as a professional civil engineer who has expertise in geotechnical engineering.

P. "Grade" means the elevation of the ground surface.

1. "Existing grade" means the grade prior to grading.

2. "Rough grade" means the stage at which the grade approximately conforms to the approved plan as required in SMC 13.190.080.

3. "Finish grade" means the final grade of the site which conforms to the approved plan as required in SMC 13.190.080.

Q. "Grading" means any excavating, filling, removing of the duff layer, or combination thereof.

R "Reclamation" means the final grading and land restoration of a site.

S. "Shorelines" means those lands defined as shorelines in the State Shorelines Management Act of 1971.

T. "Site" means any lot or parcel of land or contiguous combination thereof where projects covered by this chapter are performed or permitted where a public street or way may intervene.

U. "Slope" means an inclined ground surface, the inclination of which is expressed as a ratio of vertical distance to horizontal distance.

V. "Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts jointed together in some definite manner.

W. "Terrace" means a relatively level step excavated or constructed on the face of a graded slope surface for drainage and maintenance purposes.

X. "Tree" means a large woody perennial plant usually with a single main stem or trunk and generally over twelve (12) feet tall at maturity.

Y. "Understory" means the vegetation layer of a forest that includes shrubs, herbs, grasses, and grasslike plants, but excludes native trees.

Z. "Vegetation" means any and all organic plant life growing at, below, or above the soil surface.

13.190.030 Administration.

The Director is authorized to enforce the provisions of this chapter.

A. Inspections. The Director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter.

B. Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the Director has reasonable cause to believe that any land, building, structure, premises, or portion thereof is being used in violation of this chapter, the Director may enter such land, building, structure, premises, or portion thereof at all reasonable times to inspect the same or perform any duty imposed upon the Director by this chapter; provided, that if such building, land, structure, premises or portion thereof is occupied, he shall first present proper credentials and demand entry; and if such land, building, structure, premises, or portion thereof be unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the land, building, structure, premises, or portion thereof and demand entry.

No owner or occupant or any other person having charge, care or control of any building, land, structure, premises, or portion thereof shall fail or neglect, after proper demand, to promptly permit entry thereon by the Director for the purpose of inspection and examination pursuant to this chapter. Any person violating this subsection is guilty of a misdemeanor.

13.190.040 Hazards.

Whenever the Director determines that an existing site, as a result of clearing or grading, excavation, embankment, or fill, has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the clearing, grading, excavation or fill is located or other person or agent in control of said property, upon receipt of notice in writing from the Director, shall within the period specified therein restore the site affected by such clearing or grading or repair or eliminate such excavation or embankment or fill so as to eliminate the hazard and be in conformance with the requirements of this chapter.

13.190.050 Clearing and grading permit required – Exceptions.

No person shall do any clearing or grading without first having obtained a clearing and grading permit from the Director, unless it meets one of the exception criteria identified in SMC 13.190.055 and meets all of conditions identified below:

- A. The project includes less than 7000 square feet of land disturbing activity; and
- B. The performance and restoration requirements of this chapter are met and best management practices are utilized to protect water quality; and
- C. The activity does not occur in a sensitive area or its buffer regulated under Title 15.

13.190.055 Permit Exception Criteria

- A. An on-site excavation or fill for basements and footings of a building, retaining wall, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation, nor exempt any excavation having an unsupported height greater than four (4) feet after the completion of such structure;
- B. The depositing or covering of any garbage, rubbish or other material at any solid waste facility operated by City of SeaTac or King County;
- C. Maintenance of existing driveways or private access roads within their existing road prisms;
- D. Any grading within a publicly owned road right-of-way;
- E. Clearing or grading by a public agency for the following routine maintenance activities:
 - 1. Roadside ditch cleaning, provided the ditch does not contain salmonids;
 - 2. Pavement maintenance;
 - 3. Normal grading of gravel shoulders;
 - 4. Maintenance of culverts;
 - 5. Maintenance of flood control or other approved surface water management facilities;

6. Routine clearing within road right-of-way;

F. Maintenance or reconstruction of the facilities of a common carrier by a rail in interstate commerce within its existing right-of-way; provided restoration is consistent with SMC 13.190.110;

G. Excavation less than four (4) feet in vertical depth not involving more than fifty (50) cubic yards of earth or other material on a single site. This exception does not apply within an area placed into tracts or easements for a wildlife habitat corridor pursuant to SMC Title 15 unless the proposed activity is otherwise exempt under SMC Title 15;

H. Fill less than three (3) feet in vertical depth not involving more than fifty (50) cubic yards of earth or other material per SMC 13.190.110 on a single site. This exception does not apply within an area placed into tracts or easements for a wildlife habitat corridor pursuant to SMC Title 15 unless the proposed activity is otherwise exempt under SMC Title 15. This exception does not apply to the placing of fill in fifty (50) cubic yard increments over time on a single site; fill shall not be placed on a single site in fifty (50) cubic yard increments to avoid the need to obtain a permit;

I. Minor stream restoration projects for fish habitat enhancement by a public agency, utility or tribe as set out in SMC Title 15;

J. Clearing and grading, performed as Class I, II, III or IV special forest practice in the City of SeaTac, that is conducted in accordance with Chapter 76.09 RCW and WAC Title 222;

K. Within environmentally sensitive areas, as regulated in SMC Title 15, the following activities are exempt from the clearing requirements of this chapter and no permit shall be required:

1. Normal and routine maintenance of existing lawns and landscaping subject to the limitations on the use of pesticides in sensitive areas as set out in SMC Title 15.

2. Permitted agricultural uses; provided the clearing is consistent with the agricultural exemptions in sensitive areas as regulated in SMC Title 15.

3. Emergency tree removal to prevent imminent danger or hazard to persons or property.

4. Normal and routine horticultural activities associated with commercial orchards, nurseries, or Christmas tree farms in existence on November 27, 1990, subject to the limitations on the use of pesticides in environmentally sensitive areas as set out in SMC Title 15. This does not include clearing or grading in order to develop or expand such activities.

5. Normal and routine maintenance of existing public parks trail easements owned by the City of SeaTac or dedicated to and accepted for maintenance by the City of SeaTac, and private and public golf courses. This does not include clearing or grading in order to develop or expand such activities in environmentally sensitive areas. For the purpose of this subsection, a park is defined as any real property managed for public use which has

been previously maintained as a park or has been developed as a park pursuant to a properly issued permit.

6. Removal of noxious weeds from steep slope hazard areas and the buffers of streams and wetlands subject to the limitations on the use of pesticides in sensitive areas as set out in SMC Title 15.

7. Pruning and limbing of vegetation for maintenance of above ground electrical and telecommunication facilities; provided, that the clearing is consistent with the electric, natural gas, cable communication and telephone utility exemption in environmentally sensitive areas as regulated in SMC Title 15; that said utility has a franchise agreement or master use permit with the City of SeaTac; and that said utility obtains the required right-of-way use permit per Chapter 11.10 SMC.

8. Class II, III and IV special forest practices, provided they occur on parcels that meet all of the following criteria for long-term forestry:

a. The parcel is enrolled under the current use taxation program as timber land pursuant to Chapter 84.34 RCW or as forest land pursuant to Chapter 84.33 RCW;

b. A long-term management plan is approved for the parcel by the Washington Department of Natural Resources;

c. The parcel equals or exceeds five (5) acres in size;

L. Clearing within seismic hazard area, except on slopes greater than fifteen percent (15%) and subject to clearing restrictions contained in SMC Title 15, wildlife habitat corridors pursuant to SMC Title 15, critical drainage areas established by administrative rule or property-specific development standards pursuant to SMC Title 15; and provided the site contains no other sensitive area features;

M. Clearing within coal mine hazard area, subject to clearing restrictions contained in this section, wildlife habitat corridors pursuant to SMC Title 15, critical drainage areas established by administrative rule or property-specific development standards pursuant to SMC Title 15; and provided the site contains no other environmentally sensitive area features; and

N. Normal and routine maintenance of trail easements owned by the City of SeaTac or dedicated to and accepted for maintenance by the City of SeaTac.

13.190.060 Temporary permits.

The Director shall have the authority to issue temporary permits for excavations, processing, quarrying and mining, and removal of sand, gravel, rock and other natural deposits, together with the necessary buildings, apparatus or appurtenances incident thereto for specific jobs on application for highway, road, street, airport construction, flood control and other public works projects. In conjunction with such operations, allied uses such as, but not limited to, rock crushers, concrete-batching plants and asphalt-batching plants may be authorized by this temporary permit. The Director shall also have the authority to issue temporary permits for the

removal of existing stockpiles of previously mined materials for the reclamation of land to its best use, consistent with the underlying zoning.

A. The Director shall consider the effect of the proposed operation on the City road system and any effect it may have on surface or groundwater drainage and flood control, and shall make such recommendations as are necessary to protect the public interest in this regard.

B. The Director shall also consider the effect of the proposed operation on the current and future land use in the area affected by the proposed operation and shall condition permits as necessary to protect the public interest in this regard. Temporary permits are good for the life of the contract of the specific job but must be reviewed annually. Each temporary permit site shall be fully restored during the term of the temporary permit.

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13.190.070 Applications – Complete applications.

A. For the purposes of determining the application of time periods and procedures adopted by this chapter, applications for permits authorized by this chapter shall be considered complete as of the date of submittal upon determination by the Director that the materials submitted comply with SMC Title 16A and contain the following:

1. For clearing and grading permits:

- a. A legal description and boundary sketch of the property,
- b. A one to two thousand (1:2,000) scale vicinity map with a north arrow,
- c. Grading plans on a sheet no larger than twenty-four (24) inches by thirty-six (36) inches and including:
 - i. A horizontal scale no smaller than one (1) inch equals thirty (30) feet,
 - ii. Vertical scale,
 - iii. Size and location of existing improvements within fifty (50) feet of the project, indicating which will remain and which will be removed,
 - iv. Existing and proposed contours at two (2) foot intervals, and extending for one hundred (100) feet beyond the project edge,
 - v. At least two (2) cross-sections, one (1) in each direction, showing existing and proposed contours and horizontal and vertical scales,
 - vi. Temporary and permanent erosion-sediment control facilities,
 - vii. Permanent drainage facilities prepared per SMC 12.10.010,
 - viii. Structures to be built or construction proposed in landslide hazard areas, and

ix. Proposed construction or placement of a structure.

2. A completed environmental checklist, if required by Chapter 15.30 SMC, Environmentally Sensitive Areas.

3. Satisfaction of all requirements for grading permits under SMC 13.190.080.

B. Applications found to contain material errors shall not be deemed complete until such material errors are corrected.

C. The Director may waive specific submittal requirements determined to be unnecessary for review of an application.

13.190.080 Permit requirements.

A. Except as exempted in SMC 13.190.050, no person shall do any clearing or grading without first obtaining a clearing and grading permit from the Director. A separate permit shall be required for each site and may cover both excavations and fills.

B. Application. To obtain a permit, the applicant shall first file an application in writing on a form furnished for that purpose. The Director shall prescribe the form by which application is made. No application shall be accepted unless it is completed consistent with the requirements of this chapter and the requirements of SMC Title 16A, Development Review Code. In addition to the requirements of SMC Title 16A, every application shall:

1. Identify and describe the work to be covered by the permit for which application is made;

2. Describe the land on which the proposed work is to be done, by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed site;

3. Identify and describe those environmentally sensitive areas, as defined in SMC Title 15, on or adjacent to the site;

4. Indicate the estimated quantities of work involved;

5. Identify any clearing restrictions contained in SMC 13.190.150, wildlife habitat corridors pursuant to SMC Title 15, critical drainage areas established by administrative rule or property-specific development standards pursuant to SMC Title 15;

6. Be accompanied by plans and specifications as required in subsections (B) and (C) of this section;

7. Designate who the applicant is, on a form prescribed by the Department, except that the application may be accepted and reviewed without meeting this requirement when a public agency or public or private utility is applying for a permit for property on which the agency or utility does not own an easement or right-of-way and the following three (3) requirements are met:

- a. The name of the agency or public or private utility is shown on the application as the applicant;
- b. The agency or public or private utility includes in the complete application an affidavit declaring that notice of the pending application has been given to all owners of property to which the application applies, on a form provided by the Department; and
- c. The form designating the applicant is submitted to the Department prior to permit issuance; and

8. Give such other information as may be required by the Director.

C. Plans and Specifications. When required by the Director, each application for a grading permit shall be accompanied by four (4) sets of plans and specifications and other supporting data as may be required. The plans and specifications shall be prepared and signed by a civil engineer registered to practice in the State of Washington when required by the Director; provided, the Director may require additional studies prepared by a qualified Geotechnical Engineer. If the plans and specifications are returned as a result of permit denial or any other reason, they shall be returned to the applicant.

D. Information on Plans and in Specifications. Plans shall be drawn to an engineer's scale upon substantial paper or mylar and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this chapter and all other relevant laws, rules, regulations and standards. The first sheet of each set of plans shall give the location of the work and the name and address of the owner and the person by whom they were prepared. The plans shall include the following minimum information:

1. General vicinity of the proposed site;
2. Property limits and accurate contours of existing ground and details of terrain and area drainage;
3. Limiting dimensions, elevations or finished contours to be achieved by the grading, and proposed drainage channels and related construction;
4. Location of all proposed cleared areas, including areas for soil amendment;
5. Location of any open space tracts or conservation easements if required pursuant to:
 - a. SMC 13.190.150,
 - b. SMC Title 15,
 - c. Critical drainage area, or
 - d. Property-specific development standards pursuant to SMC Title 15;

6. Calculations of the total proposed area cleared on-site as a percentage of the total site area;
7. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, berms, settling ponds and other protective devices to be constructed with or as a part of the proposed work, together with the maps showing the drainage area and the estimated runoff of the area served by any drains;
8. A determination of whether drainage review applies to the project pursuant to Chapters 12.05 and 12.30 SMC, and, if applicable, all drainage plans and documentation consistent with City of SeaTac Surface Water Design Manual (SMC 12.10.010) requirements;
9. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within fifty (50) feet of the property or which may be affected by the proposed grading operations;
10. Landscape and rehabilitation plan as required by SMC 13.190.110;
11. Other information as may be required by the Director; and
12. If the clearing or grading is proposed to take place in or adjacent to a sensitive area as regulated in SMC Title 15, provide information as required by that chapter.

E. Granting of Permits.

1. The Director shall determine if the proposed grading will adversely affect the character of the site for present lawful uses or with the future development of the site and adjacent properties for building or other purposes as indicated by the comprehensive plan, the shoreline master program, and the zoning code.
2. After an application has been filed and reviewed, the Director shall also ascertain whether such grading work complies with the other provisions of this chapter. If the application and plans so comply, or if they are corrected or amended so as to comply, the Director may issue to the applicant a grading permit. A grading permit shall be valid for the number of days stated in the permit but in no case shall the period be more than two (2) years; provided, that when operating conditions have been met, the permit may be renewed every two (2) years, or less if a shorter approval and/or renewal period is specified by the Director.
3. No grading permit shall be issued until approved by Federal, State and local agencies having jurisdiction by laws or regulations.
4. Upon approval of the application and issuance of the grading permit, no work shall be done that is not provided for in the permit. The Director is authorized to inspect the premises at any reasonable time to determine if the work is in accordance with the permit application and plans.

5. The permits from the Director shall be required regardless of any permits issued by any other department of city government or any other governmental agency who may be interested in certain aspects of the proposed work. Where work for which a permit is required by this chapter is started or proceeded with prior to obtaining the permit, the violator shall be subject to such civil penalties as provided in Chapter 1.15 SMC. However, the payment of such civil penalties shall not relieve any persons from fully complying with the requirements of this chapter in the execution of the work nor from any other penalties prescribed thereon.

13.190.090 Liability insurance required – Exception.

The permittee shall maintain a liability policy in an amount not less than five hundred thousand dollars (\$500,000) per individual, five hundred thousand dollars (\$500,000) per occurrence, and one hundred thousand dollars (\$100,000) property damage, and shall name City of SeaTac as an additional insured. Exception: Liability insurance requirements may be waived for projects involving less than ten thousand (10,000) cubic yards. Liability insurance shall not be required of City of SeaTac departments, divisions, or bureaus.

13.190.100 Operating conditions and standards of performance.

A. Any activity that will clear, grade or otherwise disturb the site, whether requiring a clearing or grading permit or not, shall provide erosion and sediment control (ESC) that prevents, to the maximum extent possible, the transport of sediment from the site to drainage facilities, water resources and adjacent properties. Erosion and sediment controls shall be applied as specified by the temporary ESC measures and performance criteria and implementation requirements in the City of SeaTac erosion and sediment control standards. Activities performed as Class I, II, III or IV special forest practices shall apply erosion and sediment controls in accordance with Chapter 76.09 RCW and WAC Title 222.

B. Cuts and fills shall conform to the following provisions unless otherwise approved by the Director:

1. Slope. No slope of cut and fill surfaces shall be steeper than is safe for the intended use and shall not exceed two (2) horizontal to one (1) vertical, unless otherwise approved by the Director.
2. Erosion Control. All disturbed areas including faces of cuts and fill slopes shall be prepared and maintained to control erosion in compliance with subsection (A) of this section.
3. Preparation of Ground. The ground surface shall be prepared to receive fill by removing unsuitable material such as concrete slabs, tree stumps, brush and car bodies.
4. Fill Material. Except in an approved sanitary landfill, only earth materials which have no rock or similar irreducible material with a maximum dimension greater than eighteen (18) inches shall be used.
5. Drainage. Provisions shall be made to:

- a. Prevent any surface water or seepage from damaging the cut face of any excavations or the sloping face of a fill;
 - b. Carry any surface waters that are or might be concentrated as a result of a fill or excavation to a natural watercourse, or by other means approved by the Department of Natural Resources and Parks;
6. Bench/Terrace. Benches, if required, at least ten (10) feet in width shall be backsloped and shall be established at not more than twenty-five (25) foot vertical intervals to control surface drainage and debris. Swales or ditches on benches shall have a maximum gradient of five percent (5%).
7. Access Roads – Maintenance. Access roads to grading sites shall be maintained and located to the satisfaction of the Director to minimize problems of dust, mud and traffic circulation.
8. Access Roads – Gate. Access roads to grading sites shall be controlled by a gate when required by the Director.
9. Warning Signs. Signs warning of hazardous conditions, if such exist, shall be affixed at locations as required by the Director.
10. Fencing. Fencing, where required by the Director, to protect life, limb and property, shall be installed with lockable gates which must be closed and locked when not working the site. The fence must be no less than five (5) feet in height and the fence material shall have no horizontal opening larger than two (2) inches.
11. Setbacks.
 - a. The tops and the toes of cut and fill slopes shall be set back from property boundaries as far as necessary for safety of the adjacent properties and to prevent damage resulting from water runoff or erosion of the slopes.
 - b. The tops and the toes of cut and fill slopes shall be set back from structures as far as is necessary for adequacy of foundation support and to prevent damage as a result of water runoff or erosion of the slopes.
 - c. Slopes and setbacks shall be determined by the Director.
12. Excavations to Water-Producing Depth. All excavations must either be made to a water-producing depth or grade to permit natural drainage. The excavations made to a water-producing depth shall be reclaimed in the following manner:
 - a. The depth of the excavations must not be less than two (2) feet measured below the low water mark.
 - b. All banks shall be sloped to the water line no steeper than three (3) feet horizontal to one (1) foot vertical.

c. All banks shall be sloped from the low-water line into the pond or lake with a minimum slope of three (3) feet horizontal to one (1) foot vertical to a distance of at least twenty-five (25) feet.

d. In no event shall the term “water-producing depth” as herein used be construed to allow stagnant or standing water to collect or remain in the excavation.

e. The intent of this provision is to allow reclamation of the land which will result in the establishment of a lake of sufficient area and depth of water to be useful for residential or recreational purposes.

C. Soil Amendment Requirements

1. The duff layer and native topsoil shall be retained in an undisturbed state to the maximum extent practicable. Any duff layer or topsoil removed during grading shall be stockpiled on-site in a designated, controlled area not adjacent to public resources and critical areas. The material shall be reapplied to other portions of the site where feasible.
2. Except as otherwise provided in subsection C.2 of this section, areas that have been cleared and graded shall have the soil moisture holding capacity restored to that of the original undisturbed soil native to the site to the maximum extent practicable. The soil in any area that has been compacted or that has had some or all of the duff layer or underlying topsoil removed shall be amended to mitigate for lost moisture-holding capacity. The topsoil layer shall be a minimum of eight inches thick, unless the applicant demonstrates that a different thickness will provide conditions equivalent to the soil moisture-holding capacity native to the site. The topsoil layer shall have an organic matter content of between five to ten percent dry weight and a pH suitable for the proposed landscape plants. When feasible, subsoils below the topsoil layer should be scarified at least four inches with some incorporation of the upper material to avoid stratified layers. Compost used to achieve the required soil organic matter content must meet the definition of "composted materials" in WAC 173-350-220. This subsection does not apply to areas that:
 - a. Are subject to a state surface mine reclamation permit; or
 - b. At project completion are covered by an impervious surface, incorporated into a drainage facility or engineered as structural fill or slope.

D. Best Management Practices. Clearing and grading activities at a minimum shall use the best management practices identified in Appendix C and D of the King County Surface Water Design Manual as necessary to minimize off-site impacts from the project area.

13.190.110 Land restoration.

A. Upon the exhaustion of minerals or materials or upon the permanent abandonment of the quarrying or mining operation, all nonconforming buildings, structures, apparatus or appurtenances accessory to the quarrying and mining operation shall be removed or otherwise dismantled to the satisfaction of the Director. This requirement shall not require land restoration on projects completed prior to January 1, 1971, except those covered under previously existing zoning requirements.

B. Final grades shall be such so as to encourage the uses permitted within the underlying zone classification.

C. Grading or backfilling shall be made with nonnoxious, nonflammable, noncombustible and nonputrescible solids.

D. Such graded or backfilled areas, except for roads, shall be sodded or surfaced with soil of a quality at least equal to the topsoil of the land areas immediately surrounding, and to a depth of at least four (4) inches or a depth of that of the topsoil of land area immediately surrounding if less than four (4) inches.

E. Such topsoil as required by subsection (D) of this section shall be planted with trees, shrubs, legumes or grasses, and said flora shall be so selected as to be indigenous to the surrounding area.

F. Graded or backfilled areas shall be reclaimed in a manner which will not allow water to collect and permit stagnant water to remain. Suitable drainage systems approved by the Department shall be constructed or installed if natural drainage is not possible.

G. Waste or soil piles shall be leveled and the area treated as to sodding or surfacing and planting as required in subsections (D) and (E) of this section.

13.190.120 Shorelines.

A. Any fill placed upon land adjacent to or beneath any stream or water body shall be contained and placed so as to prevent adverse effect upon other lands.

B. No permit required by this chapter shall be issued for grading upon the shorelines until approved by the appropriate Federal, State and local authority.

C. For grading which requires a shoreline management substantial development permit, the conditions of the shoreline management substantial development permit shall be incorporated into the conditions of any permit issued pursuant to this chapter and shall be subject to the inspection and enforcement procedures authorized by this chapter.

13.190.130 Enforcement.

The Director is authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Chapter 1.15 SMC.

If clearing inconsistent with the purposes and requirements of this chapter has occurred on a site, City of SeaTac shall not accept or grant any development permits or approvals for the site unless the applicant adequately restores the site. The Director shall require appropriate restoration of the site under an approved restoration plan which shall include a time schedule for compliance if significant resource damage has or may occur. If restoration has not been completed within the time established by the Department, the Director shall order restoration and seek restitution from the property owner through liens or other available legal methods.

13.190.140 Forest practices.

A. Class IV Forest Practice. Under a Class IV forest practice, all clearing not otherwise exempted under this chapter shall be subject to the requirements of this chapter. All such clearing shall be subject to the State Environmental Policy Act, Chapter 43.21C RCW, and City of SeaTac shall accept or assume lead agency status. The review of the Class IV application shall be consolidated with the review of the associated City of SeaTac development permit or approval. Clearing independent of permit or approval shall require a separate clearing and grading permit pursuant to this chapter which meets any applicable clearing standards as defined by SMC 13.190.150. City of SeaTac will also combine its SEPA review of Class IV forest practices and city permits.

B. Development applications on lands cleared or graded pursuant to a Class II, III or IV special forest practice as defined in Chapter 76.09 RCW, or which are commenced without forest practices or city authorization, shall be denied for a period of six (6) years unless:

1. The applicant demonstrates that the clearing was consistent with the Conversion Option Harvest Plan reviewed and approved by City of SeaTac pursuant to the SMC Title 16A land use decision process and incorporated as a condition of the state's forest practice permit, or

2. The Director of the Department of Community and Economic Development determines special circumstances exist which should allow the landowner to be released from the moratorium pursuant to notice, review and appeal process per SMC Title 16A.

C. In all cases, lifting or waiving of the six (6) year moratorium is subject to compliance with all local ordinances.

13.190.150 Clearing standards.

A. For clearing and grading permits issued under this chapter, the current clearing standards contained in this section and in the following regulations shall apply:

1. Environmentally Sensitive Areas, SMC Title 15, and its adopted administrative rules;
2. Property-specific development standards pursuant to SMC Title 15;
3. Critical drainage area designations identified by adopted administrative rule; and
4. Wildlife habitat corridors pursuant to SMC Title 15.

B. Within environmentally sensitive areas designated pursuant to SMC Title 15, uses shall be limited to those specified in that chapter. Within any other areas subject to clearing restrictions referenced or contained in this section, the following uses are allowed under a clearing permit:

1. Timber harvest in accordance with a timber harvest management plan and clearing permit approved by the Director. Administrative rules specifying the contents of, and the submittal requirements and approval criteria for, timber harvest management plans shall be promulgated in consultation with the City of SeaTac Department of Community and Economic Development prior to any permit approvals for timber harvest within these tracts or easements;

2. Passive recreation uses and related facilities, including pedestrian, equestrian community and bicycle trails, nature viewing areas, fishing and camping areas, and other similar uses that do not require permanent structures, if either cleared areas or areas of compacted soils, or both, associated with these uses and facilities do not exceed eight percent (8%) of the area of the tract or easement. Within wildlife habitat corridors, trail widths shall be the minimum allowed under adopted trail standards and no other recreation uses shall be permitted in the one hundred fifty (150) foot minimum width of the corridor;

3. Utilities and utility easements, including surface water facilities, if the uses are within or adjacent to existing road or utility easements whenever possible. Within wildlife habitat corridors, existing or multiple utility uses within established easements shall be allowed within the one hundred fifty (150) foot minimum width of the corridor. Development of new utility corridors shall be allowed within wildlife habitat corridors only when multiple uses of existing easements are not feasible and the utility corridors are sited and developed using city-approved best management practices to minimize disturbance; and

4. Removal of either dangerous trees or damaged trees, or both.

13.190.160 Financial guarantees authorized.

The Director, or designee, is authorized to require all persons performing work on a project under a permit covered by this title to post performance and maintenance bonds. Where such persons have previously posted, or are required to post, other bonds covering either the project itself or other construction related to the project, such person may, with the permission of the Director and to the extent allowable by law, combine all such bonds into a single bond; provided, that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds; and provided further, that such bond shall on its face clearly delineate those separate bonds which it is intended to replace.

Section 7. Section 13.210.010 of the SeaTac Municipal Code is amended to read as follows:

13.210.010 International Property Maintenance Code

The 2012 Edition of the International Property Maintenance Code, as published by the International Code Council, is adopted with the following exceptions:

A. References to the Board of Appeals in Section 111 shall be deemed to refer to the Hearing Examiner system of Chapter 1.20 SMC.

B. Subsection 301.3, Vacant buildings and land, is repealed in its entirety and replaced by the following:

301.3 Vacant Buildings. All vacant buildings and premises thereof must comply with this Code. Vacant buildings shall be maintained in a clean, safe, secure and sanitary condition provided herein so as not to cause a blighting problem or otherwise adversely affect the public health, safety or quality of life.

301.3.1 Appearance. All vacant buildings must appear to be occupied, or appear able to be occupied with little or no repairs.

301.3.2 Security. All vacant buildings must be secured against outside entry at all times. Security shall be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows must remain locked. There shall be at least one operable door into every building and into each housing unit. Exterior walls and roofs must remain intact without holes.

301.3.2.1 Architectural (Cosmetic) Structural panels. Architectural structural panels may be used to secure windows, doors and other openings provided they are cut to fit the opening and match the characteristics of the building. Architectural panels may be of exterior grade finished plywood or Medium Density Overlaid plywood (MDO) that is painted to match the building exterior or covered with a reflective material such as plexi-glass.

Exception. Untreated plywood or similar structural panels may be used to secure windows, doors and other openings for a maximum period of 30 days.

301.3.2.2 Security fences. Temporary construction fencing shall not be used as a method to secure a building from entry.

Exception. Temporary construction fencing may be used for a maximum period of 30 days.

301.3.3 Weather protection. The exterior roofing and siding shall be maintained as required in Section 304.

301.3.4 Fire Safety.

301.3.4.1 Fire protection systems. All fire suppression and alarms systems shall be maintained in a working condition and inspected as required by the Fire Department.

301.3.4.2 Flammable liquids. No vacant building or premises or portion thereof shall be used for the storage of flammable liquids or other materials that constitute a safety or fire hazard.

301.3.4.3 Combustible materials. All debris, combustible materials, litter and garbage shall be removed from vacant buildings, their accessory buildings and adjoining yard areas. The building and premises shall be maintained free from such items.

301.3.4.3 Fire inspections. Periodic fire department inspections may be required at intervals set forth by the fire chief or his designee.

301.3.5 Plumbing fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system shall be installed in accordance with applicable codes and be maintained in sound condition

and good repair or removed and the service terminated in the manner prescribed by applicable codes.

301.3.5.1 Freeze protection. The building's water systems shall be protected from freezing.

301.3.6 Electrical. Electrical service lines, wiring, outlets or fixtures not installed or maintained in accordance with applicable codes shall be repaired, removed or the electrical services terminated to the building in accordance with applicable codes.

301.3.7 Heating. Heating facilities or heating equipment in vacant buildings shall be removed, rendered inoperable, or maintained in accordance with applicable codes.

301.3.8 Interior floors. If a hole in a floor presents a hazard, the hole shall be covered and secured with three-quarter (3/4) inch plywood, or a material of equivalent strength, cut to overlap the hole on all sides by at least six (6) inches.

301.3.9 Termination of utilities. The code official may, by written notice to the owner and to the appropriate water, electricity or gas utility, request that water, electricity, or gas service to a vacant building be terminated or disconnected.

301.3.9.1 Restoration of Service. If water, electricity or gas service has been terminated or disconnected pursuant to Section 313.9, no one except the utility may take any action to restore the service, including an owner or other private party requesting restoration of service until written notification is given by the code official that service may be restored.

301.3.10 Notice to person responsible. Whenever the code official has reason to believe that a building is vacant, the code official may inspect the building and premises. If the code official determines that a vacant building violates any provision of this section, the code official shall notify in writing, the owner of the building, or real property upon which the building is located, or other person responsible, of the violations and required corrections and shall be given a time frame to comply.

301.3.10.1 Alternate requirements. The requirements and time frames of this section may be modified under an approved Plan of Action. Within 30 days of notification that a building or real property upon which the building is located, is in violation of this Section, an owner may submit a written Plan of Action for the code official to review and approve if found acceptable. A Plan of Action may allow:

- 1) Extended use of non-architectural panels
- 2) Extended use of temporary security fencing
- 3) Extended time before the demolition of a building is required
- 4) For substandard conditions to exist for a specific period of time, provided the building is secured in an approved manner. When considering a Plan of Action, the

building official shall take into consideration the magnitude of the violation and the impact to the neighborhood.

301.3.11 Enforcement. Violations of this section shall be enforced according to the provisions and procedures of Chapter 1.15 of the SeaTac Municipal Code and subject to the monetary penalties contained therein.

301.3.11.1 Abatement. A building or structure accessory thereto that remains vacant and open to entry after the required compliance date is found and declared to be a public nuisance. The code official is hereby authorized to summarily abate the violation by closing the building to unauthorized entry. The costs of abatement shall be collected from the owner in the manner provided by law.

301.3.11.2 Unsafe buildings and equipment. Any vacant building or equipment therein, declared unsafe is subject to the provisions of Section 108 and the demolition provisions of Section 110.

Section 8. Chapter 13.220 of the SeaTac Municipal Code is hereby amended to read as follows:

13.220.010 International Energy Conservation Code.

The International Energy Conservation Code, 2012 Edition, as amended by the Washington State Building Code Council and as published in Chapters 51-11c and 51-11r WAC, as now or hereafter amended, is adopted.

13.220.020 Copy on file.

At least one (1) copy of the adopted edition of the International Energy Conservation Code shall be on file in the office of the Building Official on behalf of the City Clerk.


Section 9. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 10. The Code Reviser, in consultation with the City Clerk and City Attorney, is authorized to make such formatting, renumbering, clerical errors and punctuation of this Ordinance as in his or her judgment shall be deemed essential. However, no correction shall be made which changes the intent or meaning of any sentence, section or act of this Ordinance.

Section 11. This Ordinance shall be effective July 1, 2013.

ADOPTED this 11th day of June, 2013, and signed in authentication thereof on this 11th day of June, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: July 1, 2013]

[2013 Building Code Amendments]

ORDINANCE NO. 13-1010

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to sign Amendment No. 3 to the 2005 Interlocal Agreement between the City and the Port of Seattle and amending the City's 2013-2014 Biennial Budget.

WHEREAS, it is appropriate to amend the 2005 Interlocal Agreement between the City and the Port of Seattle to add Traffic Control at the Intersection of South 170th Street and the Southbound North Airport Expressway Off-Ramp (South 170th Street Roundabout project) to the Capital Improvement Plan transportation project list and provide up to \$1.0 million of funding from parking tax revenues for the project; and

WHEREAS, it is appropriate to amend the 2005 Interlocal Agreement between the City and the Port of Seattle to add the Connecting 28th/24th Avenue South project to the Capital Improvement Plan transportation project list and provide up to \$4.0 million of funding from parking tax revenues for the project; and

WHEREAS, it appropriate to appropriate \$200,000 from the parking tax revenue set aside in the 2005 Interlocal Agreement between the City and the Port of Seattle to study a phased approach to the planned South Access roadway and update the Port's model to analyze the preferred option for SR 509 and the Transportation Element of the City's Comprehensive Plan; and

WHEREAS, amendment to the City's 2013-2014 Biennial City Budget is necessary to provide additional appropriation authority for the Street Fund (Fund #102) in the amount of \$1,200,000 for the South 170th Street Roundabout project and the South Access Study;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN AS FOLLOWS:

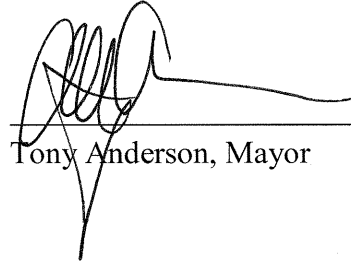
Section 1. The City Manager is authorized to execute Amendment No. 3 to the Port of Seattle and City of SeaTac 2005 Interlocal Agreement in substantially similar for as attached hereto as Exhibit A.

Section 2. The 2013-2014 Biennial City Budget shall be amended to increase expenditures in the Arterial Street Fund (Fund #102) by \$1,200,000.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 24th day of September, 2013, and signed in authentication thereof on this 24th day of September, 2013.

CITY OF SEATAC



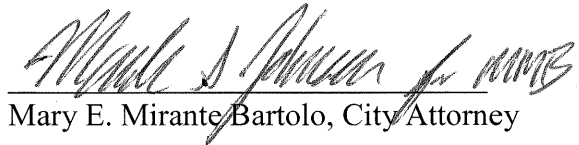
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Amendment No. 3 to 2005 Port of Seattle Interlocal Agreement]

AMENDMENT NO. 3
to
Port of Seattle and City of SeaTac 2005 Interlocal Agreement (ILA-2)
Entered into on February 16, 2006

In accordance with the provisions of the Port of Seattle and City of SeaTac Interlocal Agreement 2005 Interlocal Agreement (ILA-2), the Port and City hereby amend Section 5 and Attachment C-1 of EXHIBIT C, INTERAGENCY COOPERATION & DEVELOPMENT COMMITMENTS, of the Agreement as follows (additions in underline, deletions in strikethrough):

1. TRANSPORTATION AND PLANNING

1.1 Definitions.

5.1.1 "Overruns" – means projects cost that exceed its respective budget allocated in the Joint Transportation Study (JTS) budget or as modified by amendment to this agreement and summarized in Attachment C-1.

5.1.2 "Actual revenue" - means the parking tax funds collected by the City under Chap. 82.04 RCW.

5.1.3 "Forecasted revenue" - means an anticipated schedule of parking tax funds likely to be collected by the City as calculated by Berk and Associates and described in Attachment C-2.

5.1.4 "Corrective Action" – means an action taken by the parties to address the difference between the forecasted parking tax revenue and the actual parking tax revenue over each two year intervals subsequent to the adoption of this ILA. Depending upon whether the size of the actual revenue shortfall is more or less than 90% of the forecasted revenues, the parties may raise the amount of the parking tax, modify the CIP projects, or change the budget for certain CIP projects.

5.2 South Access.

1.2.1 Permanent South Access.

5.2.1.1 SR 509/South Access Roadway. The Port and City fully commit to and support the SR-509/South Access project for a south airport access roadway connecting to I-5. The Port and City shall continue joint efforts, including funding lobbying, to obtain state and federal approval and funding.

EXHIBIT "A"

5.2.1.2 Alternate South Access. If SR-509/South Access is not approved and funded by December 31, 2007, the parties may agree to establish an alternate south access, in the absence of a south airport roadway, if appropriate commitments can be obtained from WSDOT, FHWA and other affected entities. The parking tax funds that are dedicated to the South Access in the 2005 Interlocal Agreement between the Port and the City (ILA 2) shall not exceed the amount allocated in Attachment C-1. If the CIP projects exceed the amount allocated for each of these projects in the JTS budget, these overruns shall be remedied according to the process established under Section 5.3.2.1.

5.2.1.3 South Link. The Port of Seattle shall fund and construct improvements along 28th Ave. S. north of S. 188th St. known as the "South Link Project," to connect S. 188th St. with the Airport to complete the south access roadway project. The "South Link Project" constructs a new four-lane roadway and ramp system between S. 188th Street and the Airport Terminal Drive system and will provide connections to the North Airport Expressway, Upper and Lower Drives, Air Cargo Road, and the parking garages. These improvements shall be designed to principal arterial standards (or another standard if mutually approved by the parties). The project shall include northbound and southbound ingress and egress to the Airport roadway system and include at-grade access to and from the Airport at S. 188th St. and 24th/28th Ave. S. with pedestrian access maintained on the westside of 28th Ave. S., if requested by the City.

5.2.1.4 South 170th Street Access. Full commercial access shall be maintained from the North Airport Expressway to and from South 170th Street.

1.3 **SR 518**

5.3.1 Background. The Washington State Department of Transportation (WSDOT) is the lead agency and is managing the project to add an eastbound lane between the Airport Drives and the I-5 Interchange.

5.3.2 Port Contribution. The Port has entered into an agreement with WSDOT to contribute up to \$10 million towards planning, design and construction of the project which is scheduled to begin construction in 2007.

5.3.3 Eligible for Parking Tax. The parties agree that up to \$5 million of parking tax revenue, may be spent on the SR 518 project which would satisfy a portion of the Port's commitment to construction funding. The "overruns" portion of this Agreement does not apply to this project because it is being managed by WSDOT.

5.4 City Street Capacity; Trip Mitigation.

5.4.2 Background. The Port and City share an interest in ensuring that surface transportation needs are met by using the Airport more efficiently under its two runway configuration and in the future when the Master Plan projects and third runway are completed. The Port's Master Plan Update FSEIS dated May, 1997 notes significant surface traffic increases will occur in the City regardless of whether or not the Master Plan improvements are constructed.

5.4.2 Identity and Management of Capital Improvement Projects (CIP) - The list of CIP projects contemplated by the parties and the funding plan for those projects is described in the Joint Transportation Study (JTS) or as modified by amendment to this agreement and summarized in Attachment C-1. The City shall manage all CIP projects including the North SeaTac Roadways, Connecting 28th/24th Avenue South and Westside Trail, but shall not manage the South Access project or the South 170th Street Roundabout project. The Port shall manage the South Access and South 170th Street Roundabout projects.

5.4.3 Parking Tax. The parties agree that the parking tax collected by the City shall be applied according to the CIP as shown in the funding plan in the Joint Transportation Study (JTS) or as modified by amendment to this agreement and summarized in Attachment C-1. The annual parking tax revenue projections for both Port-owned lots and private lots were forecast for the next ten years in a study prepared by Berk and Associates. This revenue forecast, including the parking tax revenue projections and each party's financial commitments to particular CIP projects, is described in Attachment C-1 and Attachment C-2. Based on the projections in this study, the parties agree to allocate the actual parking tax revenues between the parties to fund the CIP projects in the following percentages through the term of this ILA. The amount of funds dedicated to the South Access, Connecting 28th/24th Avenue South, South 170th Street Roundabout and SR 518 projects shall be 22% of the actual revenues with the following limitations: no more than \$5 million can be spent on the SR 518 project, no more than \$4 million can be spent on the Connecting 28th/24th Avenue South project and no more than \$1 million can be spent on the South 170th Street Roundabout project. The amount of funds dedicated to the Westside Trail, and North SeaTac Roadways projects shall be 14.9% of the actual revenue. The remaining percent of actual revenues, 63.1%, shall be applied to all other City CIP projects as noted in the JTS or CIP list.

In addition, if the actual revenues fall short of the forecasted revenues over a two year period, then the parties shall pursue the following options to correct parking tax revenue shortfalls:

- a. Actual Revenues Are 90% or less of the Forecasted Revenues – If the actual revenues are 90% or less of the forecasted revenues during a two year period, then the parties are responsible for modifying the CIP projects planned for the two year time period to fit within the individual

CIP budgets identified in Attachment C-1. Alternatively, if the parties agree, the parking tax may be raised so that the amount of the parking tax collected by the City meets the sum of forecasted revenue. However, if the parties agree to raise the parking tax to generate sufficient funds to meet the amount of forecasted revenue, the new parking tax rate shall not generate revenue to exceed the JTS project funding requirements shown in Attachment C-1.

- b. Actual Revenues are greater than 90% but less than 100% of the Forecasted Revenues - If the actual revenues are greater than 90% but less than 100% of the forecasted revenue for the two-year period, then the parties will be responsible for modifying their respective projects to fit within the individual CIP budgets identified in Attachment C-1. Under these circumstances, the parties agree that the parking tax should not be raised. 2008 shall be the first year that this corrective action can be implemented.
- c. The parties may agree to use a combination of options a and b.
- d. Adding or Deleting Projects from the CIP project list: Either party may request that a project be added or deleted from the list of projects in the CIP. The party seeking to add or delete a project shall do so in writing and shall send the request to the other party. If the other party raises concerns about the addition or deletion of the project to the CIP list with respect to scope, funding or schedule, the party requesting the addition or deletion shall address these concerns. If the party seeking addition or deletion of a project addresses these concerns adequately, then the parties shall express their agreement through a letter that describes those conditions and then add or delete the project from the CIP list through an amendment to this agreement. If the parties cannot agree about whether or not a project should be added to or deleted from the list, then the parties shall engage in Dispute Resolution provisions of this agreement.

5.4.3.1 Use of Parking Tax funds or other Funds to address project cost overruns – With the following exceptions described below, the party responsible for managing a specific project shall also be responsible for funding any project overruns and may pay for these overruns by using one of the following methods:

- a. **Parties may use parking tax revenue to cover project overruns.** The Port shall be responsible for reprioritizing funds allocated under the Port's 22% portion of parking tax revenue to pay for overruns in the South Access project. The City and Port shall agree to any addition or reduction of funds allocated under the 14.9% for Westside Trail and the North SeaTac Roadways. The City shall be responsible for

reprioritizing funds allocated under its 63.1% portion of parking tax revenue to pay for overruns in any other projects it manages.

- b. **Parties may use other funds to cover project overruns.** Project overruns that cannot be paid for by parking tax revenue shall be the sole responsibility of the agency managing the project. For the North SeaTac Roadways and Westside Trail projects, the parties shall jointly agree to the proper scope and budget for these projects. After the parties agree upon this proper scope and budget, any overruns shall be the sole responsibility of the agency managing the project. All other CIP overruns, except for the South Access, South 170th Street Roundabout and SR 518 projects, shall be the responsibility of the City.

5.4.3.2 Use of Parking Tax Funds if Excess Funds are Available.

- a. If actual revenues exceed forecasted revenues, the excess revenue will be distributed to the parties in the same proportions. 22% of excess revenue will be credited to the Port of Seattle for the South Access, Connecting 28th/24th Avenue South, South 170th Street Roundabout and SR 518 projects; 14.9% will be credited to the Port of Seattle for the Westside Trail and North SeaTac Roadways projects; and the remaining 63.1% will be credited to the City of SeaTac for other projects on the CIP. The parties may allocate the excess revenue as they deem legal and appropriate within their respective capital budgets and as otherwise agreed to in amendment to this agreement.
- b. If actual expenses for a project are less than estimated expenses, the cost savings shall be credited to the party responsible for project management. The parties may allocate the excess revenue as they deem legal and appropriate within their respective capital budgets and as otherwise agreed to by amendment to this agreement.

5.4.3.3 Transfer of Parking Tax from City to Port for Project Costs

The City shall set aside 22% of the actual parking tax revenue and keep that revenue available for transfer to the Port if the Port requests that it do so. The Port shall bill the City, not more frequently than quarterly, for reimbursement for project expenditures on the SR 518, South 170th Street Roundabout and South Access projects. The Port shall not bill the City for more than a total of \$5 million for the SR 518 project and \$1 million for the South 170th Street Roundabout project. The City shall pay the Port the entire amount that the Port has billed it within 60 days of the date the City receives the invoice.

1.5 **Impact Fees.** The Port shall not pay impact fees for land uses described in Exhibit A, Attachment A-2 (Land Uses) that are permitted by the Port. However, all other land uses on Port-owned property that the Port does not permit as shown in Exhibit

A, Attachment A-2 shall be subject to the City's impact fees (*e.g.* stand-alone restaurant on Port property would pay commercial impact fees).

5.6 **Westside Trail.** The parties agreed in the 1997 ILA to pursue options for developing a multi-use trail on the Westside of the Airport with Port contribution of \$1.5 million for construction and improvements. In 2004, the Port contributed \$50,000 toward a trail study and pre-design and participated in submitting a grant application that will provide approximately \$206,000 for trail construction. The Port also worked with the FAA to construct a portion of the trail on Port owned property adjacent to Des Moines Memorial Drive, south of S. 160th St. The remaining \$1.45 million of the Port's financial obligation toward the trail will be satisfied by parking tax funds as indicated in Attachment C-1. The trail design and improvements shall: (a) be designed and maintained to avoid creating a wildlife or bird hazard to aircraft, (b) not be construed as a park under Department of Transportation Act Section 303(c) (commonly called DOT 4(f) restrictions, and (c) be maintained by the City in a safe and attractive manner. For DOT Section 4(f) purposes, the Port of Seattle retains land use control of its portion of the Westside Trail.

ATTACHMENT C-1

SUMMARY OF PARKING TAX FINANCIAL COMMITMENTS

Table 1 Projected Revenue 2005-2015

Transaction Tax	Amount Generated from POS owned facilities	Amount Generated from commercial lots outside of the POS	Total Revenue 2005-2015	Percentage Generated from Port of Seattle
See Table 3	\$51 M	\$33 M	\$84 M	61%

Assumptions:

\$1.00 Transaction fee in effect through 2005.

Table 2 Dedicated Capital Expense 2005-2015

Transaction Tax	Total Revenue 2005-2015	Amount Dedicated to Connecting 28 th /24 th Avenue South, South 170 th Street Roundabout, SR 518, South Access, Westside Trail and North SeaTac Roadways Capital Projects	Amount Dedicated to all other projects shown in the CIP of the Joint Transportation Study	Percentage Dedicated to Connecting 28 th /24 th Avenue South, South 170 th Street Roundabout, SR 518, South Access, Westside Trail and North SeaTac Roadways Capital Projects
See Table 3	\$84 M	\$31 M	\$53 M	36.9%

Table 3 Transaction Tax Schedule 2005-2015

	Year	2006	2007	2008	2009	2010 thru 2015
Time Parked						
2 hrs or less		\$1.00	\$1.00	\$0.95	\$0.95	\$0.90
>2hrs		\$1.75	\$2.00	\$2.50	\$2.75	\$3.00

This Amendment No. 1 shall be effective on the date of the last signature below.

Dated: _____

PORT OF SEATTLE, a Washington
municipal corporation

By: _____
Mark Reis, Director, Aviation Division

Dated: _____

CITY OF SEATAC, a Washington
municipal corporation

By: _____
Todd Cutts, City Manager

Approved as to form:

Mary Mirante-Bartolo, City Attorney

ORDINANCE NO. 13-1011

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Ordinance 12-1020 related to the modification of 2.5 Full Time Equivalent (FTE) positions for the purpose of providing expedited Sound Transit project review.

WHEREAS, the City Council adopted Ordinance 12-1020 that provided for the modification of 2.5 FTE positions previously created for the purpose expediting Sound Transit project review to Civil Engineer 2 (2.0 FTE) and Senior Planner (0.5 FTE); and

WHEREAS, it has been determined that revising the list of created positions would better facilitate the review of the Sound Transit project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 1 of Ordinance 12-1020 is hereby amended to read as follows:

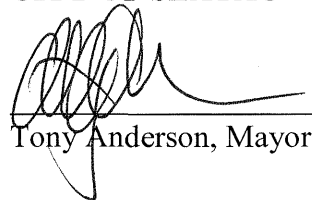
The City Council hereby creates an additional 2.5 FTE's in the following job classifications:

Civil Engineer 2 (2.0 FTE)
~~Senior Planner~~ Permit Coordinator (0.5 FTE)

Section 2. This Ordinance shall not be codified and shall be in full force and effect five days after passage and publication as required by law.

ADOPTED this 24th day of September, 2013, and signed in authentication thereof on this 24th day of September 2013.

CITY OF SEATAC




Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 10|05|13]

[2013 Amended Sound Transit FTE's]

ORDINANCE NO 13-1012

AN ORDINANCE of the City Council of the City of SeaTac, Washington, setting the 2014 property tax levy, and establishing the amount to be levied by taxation in 2014 on the assessed valuation of the property of the City.

WHEREAS, the City Council of the City of SeaTac has considered its budget for calendar year 2014 as part of its 2013-2014 Biennial Budget review and modification process; and

WHEREAS, RCW 84.52 requires that, upon fixing of the amount of property taxes to be levied, the City Clerk shall certify the same to the Clerk of the King County Council; and

WHEREAS, RCW 84.55 as amended in 1997 by Referendum 47, requires a statement of any increased tax in terms of both dollar amount and percentage change from the previous year; and

WHEREAS, During 2013, the city reached the Washington State statutory levy rate of \$3.10 per \$1,000 of assessed valuation; and

WHEREAS, the King County Assessor, has submitted an estimated assessed valuation of all taxable property situated within the boundaries of the City equal to \$3,937,459,452; and

WHEREAS, the SeaTac City Council, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of SeaTac requires a regular levy in the amount of \$12,206,124 plus any increase for the amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON DO ORDAIN as follows:**

SECTION 1. Estimated Amount to be Collected by Ad Valorem Taxation.

The amount of revenue to be collected by the City in the fiscal year 2014 by taxation on the assessed valuation of all taxable property situated within the boundaries of the City is estimated to be the sum of \$12,206,124.

SECTION 2. Increase in Property Tax Revenue From the Previous Year.

The 2014 levy amount includes increases from (1) increase necessary to maintain the 2013 levy rate of \$3.10 per \$1,000 assessed valuation. The estimated amount of this increase over the actual 2013 levy is \$44,706 or 0.37% (2) new construction and improvements to property, (3) increase in the value of state-assessed property, and (4) amounts authorized by law as a result of any annexations that have occurred, as well as applicable refunds already made.

SECTION 3. Authorized Levy Rate.

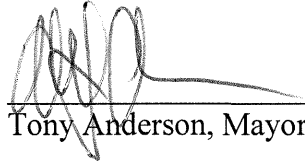
Based on the assessed valuation estimate received from King County prior to this City Council action, the regular ad valorem levy rate for collection during the fiscal year of 2014 is to be set at \$3.10 per thousand dollars of assessed value of all taxable property situated within the boundaries of the City, this is the same rate as was levied in 2013.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

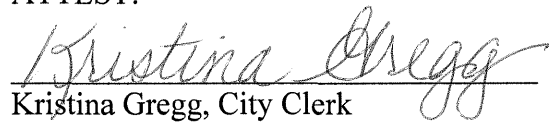
ADOPTED this 26th day of November, 2013, and signed in authentication thereof
on this 26th day of November, 2013.

CITY OF SEATAC



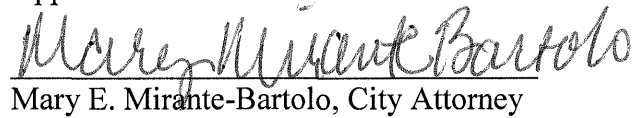
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante-Bartolo, City Attorney

[Effective Date: 12/7/13]

[2014 Ad Valorem Property Tax Levy]

ORDINANCE NO. 13-1013

AN ORDINANCE of the City Council of the City of SeaTac, Washington, adding a new Section 15.41 to the SeaTac Municipal Code, to adopt interim development regulations for properties located within the Interim Angle Lake Station Area, and entering findings of fact supporting adoption of interim regulations.

WHEREAS, Sound Transit is currently extending light rail service to South 200th St. at 28th Ave. South, where a light rail station is being constructed; and

WHEREAS, light rail service to the new Angle Lake Station is anticipated to begin in late 2016; and

WHEREAS, transit oriented development in the Angle Lake Station Area would create significant economic opportunities which would benefit the City and its residents, help provide for creation of a mix of possible transportation improvements, housing, retail facilities, and public and private service facilities; and

WHEREAS, one of the six goals for 2013 established by the City Council is to “Foster a positive business environment and aggressively pursue economic development opportunities to attract and retain businesses and jobs while maintaining reasonable laws and regulations;” and

WHEREAS, one of the six goals for 2013 established by the City Council is to “Plan and construct infrastructure improvements in the South 200th Street Light Rail Station Area that increase the viability of commercial development while also engaging in strategic urban planning efforts to determine the highest and best land uses in this area, incorporating input from SeaTac residents and adjacent businesses, as well as the development community;” and

WHEREAS, review and consideration of interim development regulations for the Angle Lake Station Area is included in the adopted 2013-2014 Work Program for the planning Commission; and

WHEREAS, the City Council finds that transit oriented development in the Angle Lake Station Area will be in the public interest; and

WHEREAS, current zoning in the area of this future light rail station allows a variety of public, residential, commercial and industrial uses; and

WHEREAS, some uses allowed within those zones may be incompatible with transit oriented development; and

WHEREAS, adopting interim standards will provide time for a community-based planning process to develop a plan that will define the Angle Lake Station Area, address its future development and result in permanent development standards that reflect input from residents, business owners and area stakeholders; and

WHEREAS, RCW 36.70A.390 allows adoption of an interim zoning ordinance for a period of up to one year if a work plan is developed for related studies; and

WHEREAS, City staff and the Planning Commission are about to begin a planning study/process for the Angle Lake Station Area; and

WHEREAS, on August 27, 2013, City staff transmitted a copy of the proposed standards to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106 and no comments have been received from any state agency; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance regarding the proposed standards on September 12, 2013 and no appeal of that decision has been filed; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to development regulations at duly noticed open public meetings on July 16, August 27, and September 3, 2013 and subsequently held a duly noticed public hearing for the purpose of

soliciting public comment in regard to this Zoning Code change on September 17, 2013 and has recommended the proposed interim standards be adopted by the Council; and

WHEREAS, notice of the September 17, 2013 public hearing on the interim standards was mailed to the sixty property owners within, or adjacent to the proposed interim area; and

WHEREAS, the City Council held a public hearing on November 26, 2013 as required by RCW 35A.73.220 and RCW 36.70A.390 to adopt the Interim Standards; and

WHEREAS, the City has developed a work plan to analyze potential changes to City zoning regulations that may be necessary to further transit oriented development; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN as follows:

Section 1. A new Chapter 15.41 is hereby added to the SeaTac Municipal Code, to read as follows:

Chapter 15.41 Interim Angle Lake Station Area Overlay Standards

Sections:

15.41.010 Purpose
These interim zoning standards are established for the Interim Angle Lake Station Area for the period of time while an area plan and implementing regulations are developed. These interim standards are intended to limit land uses and development that could hinder transit oriented development while maintaining development opportunities for a wide range of transit supportive uses.

15.41.020 Authority and Application
A. The provisions of this chapter shall apply to the Interim Angle Lake Station Area as delineated in the Interim Angle Lake Station Area Map (See SMC 15.41.050). This Chapter does not change the existing zone districts found within the Interim Angle Lake Station Area. Existing regulations in SMC Title 15, including SMC Chapter 15.12 – Zone Classification Use Charts and SMC 15.13.110 - Special Standards for the CB-C, ABC, UH-UCR and O/CM Zones shall apply to the extent not modified by this Chapter.

B. The provisions of this chapter shall apply to all development meeting one (1) or more of the following thresholds:

1. All new construction requiring a building permit;
 2. Major Redevelopment as defined in SMC 15.10.396;
 3. Additions or alterations to a building or site, excluding interior-only improvements, which equal fifty percent (50%) or greater of total assessed value (land and improvements).
- C. The provisions of this chapter shall not apply retroactive to the effective date of the adopting ordinance for:
1. All existing land uses and project permit applications that have been determined to be complete per SMC 16A.07.030, prior to the effective date of these standards shall be considered under the prior zoning standards.
 2. Any pending applications or approvals that have been properly vested in accordance with the provisions of RCW 36.70A and RCW 36.70B, or applicable Washington State case law.

15.41.030 Port of Seattle Property within the Interim Station Area exempt

This Chapter does not apply to properties owned by the Port of Seattle because they are covered by the 2005 Interlocal Agreement (ILA-2).

15.41.040 Intent

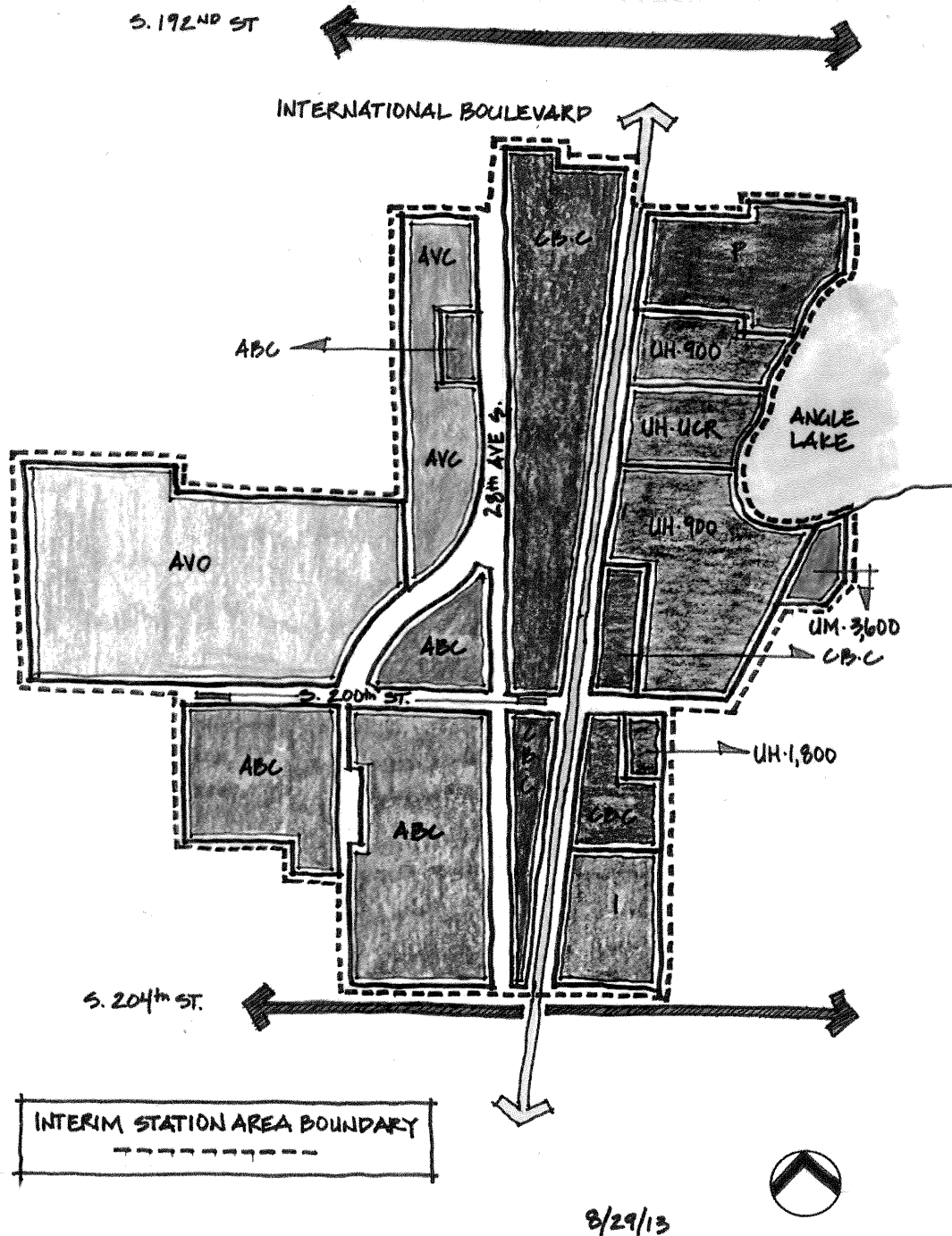
The intent of these interim standards is to:

- Promote the development of a dynamic, mixed-use district of appropriate scale and magnitude surrounding the Angle Lake Station site;
- Stimulate real estate development within the interim station area that promotes long-term transit oriented development;
- Provide for a variety of housing types;
- Create an active, interesting, and interconnected pedestrian environment that facilitates access between the Angle Lake Station site and nearby residential, commercial, civic, recreational and institutional uses;
- Provide for connectivity of streets in the vicinity of the Angle Lake Station;
- Design and arrange structures, buildings, streets and open spaces to create an inviting, walkable, human-scale environment;

- Provide a sufficient density of employees, residents, and other users to support transit use;
- Stimulate light rail access to the international airport and to businesses and residences in other light rail station areas within the city;
- Reduce dependence on automobile use by increasing the use of transit, providing opportunities for alternative modes of travel, and encouraging pedestrian and bicycle commuting.

15.41.050 Interim Angle Lake Station Area Overlay Map

The provisions of this chapter shall apply to the area delineated in this figure.



15.41.060

Prohibited Uses

A. The following uses are prohibited within the Interim Angle Lake Station Area, because they are determined to not be consistent with transit oriented development or the intent of these standards. If the use lawfully existed prior to the effective date of these standards and became non-conforming due to these standards, then the existing use shall be considered legal non-conforming.

1. Automobile towing/storage operation
2. Cold storage plants;
3. Commercial equipment and construction, sales, service and rental of equipment;
4. Junk yards and motor vehicle wrecking yards;
5. Manufactured home sales;
6. Recycling center;
7. RV parks and campgrounds;
8. Solid waste transfer stations;
9. Warehousing and distribution.

15.41.070 Administrative Conditional Uses

- A. The uses listed in section 15.41.070 (B) below shall be considered conditional uses within Interim Angle Lake Station Area, because depending on location and design, they may not be compatible with transit oriented development or the intent of these standards. The Community and Economic Development Director may approve these uses, subject to the criteria found in Section 15.41.070 (C). Administrative Conditional Use Permits shall be processed as Type II Permits pursuant to SMC 16A.03, Development Review Code.

- B. The following uses shall only be allowed subject to the granting of an Administrative Conditional Use Permit:
 1. Automobile and other motorized vehicle uses such as auto supply store, auto repair, auto rental and sales;
 2. Boat sales, repair and leasing;
 3. Car washes;
 4. Cemeteries, funeral homes and mortuaries;
 5. Commercial Marine Supply;
 6. Drive-through facilities;
 7. Furniture store;
 8. Gas station/service stations;
 9. Miscellaneous Equipment Rental;
 10. Public/private parking as a primary use;
 11. Truck terminal.

- C. An Administrative Conditional Use Permit may be granted by the Community and Economic Development Director, subject to the following criteria:
 1. The design of the project is compatible with the architecture and urban design elements found in Section 15.41.100;
 2. The use will provide a minimum density of one employee for every 500 sq. ft. of gross floor area, exclusive of any parking facilities;

3. The use will be built in a compact form or manner to minimize the amount of land occupied;
4. The design will provide buildings that emphasize pedestrian access, comfort and visual interest, with safe separation from vehicle access to the site.

An applicant bears the burden of proof in demonstrating that the proposed use and development is consistent with the intent of these standards as found in Section 15.41.040.

15.41.080 Unclassified Uses

Any use that is not classified in SMC 15.12 – Zone Classification Use Chart shall follow SMC 15.12.011 – Classification of Unlisted Uses and Clarifications to determine if the proposed use is compatible within the Interim Angle Lake Station Area.

15.41.090 Departures

A. In order to provide greater flexibility and creativity of project designs, departures from the underlying zoning standards may be permitted, subject to the approval of the Director of Community and Economic Development upon finding that:

1. The strict interpretation or application of the underlying zoning standards would be inconsistent with the goals of these interim station area standards; and
2. It can be shown that the departure request would provide an equal or greater value to the overall project design.

B. In order to have a departure be considered, an applicant must complete the City of SeaTac Departure Worksheet. A separate worksheet is required for each departure request.

15.41.100 Architecture and Urban Design

These architecture and urban design elements are intended to augment and be used in conjunction with the applicable standards of the underlying zone.

- A. Building design elements, details and massing create a well proportioned and unified building form and exhibit an overall architectural concept.
- B. Primary building entrances are clearly visible from the street with buildings placed at the minimum front yard setback to the maximum extent possible.
- C. Provide convenient and attractive access to building entries to ensure comfort and security; provide sufficient lighting for pathways and entries;

and provide weather protection for entry areas. Find opportunities for creating lively, pedestrian-oriented open space.

- D. Incorporate architecturally varied façade treatments that convey a sense of place.
- E. Incorporate human scale architectural features, elements and details.
- F. Exterior finish materials complement the building’s architectural character and include, but are not limited to, brick, concrete, metal, masonry units, cast stone, natural stone tile, stucco-panels, wood, or concrete board.
- G. Use architectural features to reduce building scale such as:
 - 1. Landscaping;
 - 2. Trellis;
 - 3. Complementary materials;
 - 4. Accent trim; or
 - 5. Modulation or articulation
- H. Avoid large blank walls facing the street, especially near sidewalks. Where blank walls are unavoidable, provide design treatment to increase pedestrian comfort and interest.
- I. Sidewalks are required along street frontages to provide connectivity and are wide enough to accommodate the volume and type of pedestrian traffic expected in the area.
- J. Overall design needs focus on the creation of a pleasant environment for the pedestrian so that pedestrian routes, such as sidewalks, are buffered from streets and parking facilities by locating buildings close to the sidewalks, by lining trees along the street, by buffering the sidewalk with landscaping and using pedestrian scale lighting.
- K. Incorporate into the design landscaping, including living plant material, special pavements, trellises, screen walls, planters, site furniture and similar features to enhance the project.

15.41.110 Early Design Pre-Application Meeting

An early Design Pre-Application meeting is required for any project proposed within the Interim Angle Lake Station Area. The purpose of this meeting is to help an applicant and design professional determine what standards, codes or other requirements will apply to their project and to provide an opportunity to discuss how the proposed project can be designed consistent with section 15.41.100. – Architecture and Urban Design.

Section 2. Findings of Fact. The City Council hereby finds and adopts the following findings of fact in support of the interim development standards approved in Section 1 of this Ordinance:

- a) Sound Transit is currently extending light rail service to S. 200th Street and 28th Ave. South, where a new light rail transit station, plaza and parking garage will be constructed.
- b) The Angle Lake Station site is located within the City of SeaTac Urban Center.
- c) The SeaTac Comprehensive Plan encourages most of the City’s commercial and residential growth to occur within the Urban Center’s boundaries (Policy 1.1B).
- d) The area within generally ¼ to ½ mile of a light rail station is considered to be a potential “transit oriented development” district, where proximity to a light rail station generates new development and redevelopment of nearby properties that can provide economic opportunities within these areas and provide other benefits to the City and its residents.
- e) The City of SeaTac is beginning the process of developing a future land use plan (“Angle Lake Station Area Plan”) for the area, which is expected to be completed by the end of 2014.
- f) The Angle Lake Station Area Plan is expected to provide direction for permanent development regulations to encourage transit oriented development in the area.
- g) The adoption of interim development standards for the interim Angle Lake Station Area will limit land uses and development that could hinder transit oriented development while maintaining development opportunities for a wide range of transit supportive uses.
- h) The adoption of interim development standards is appropriate because it benefits the public health, safety and welfare of the City and its citizens.
- i) The adoption of the interim standards is consistent with, and will work to further achieve goals established by the City Council.
- j) The “Whereas” clauses of this Ordinance also constitute specific findings by the Council in support of passage of this Ordinance.

Section 3. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

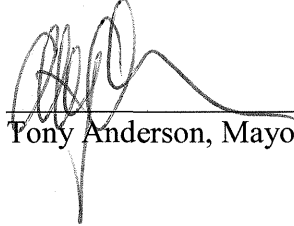
Section 4. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 5. The City Manager or designee is hereby authorized to follow the work plan attached as Exhibit A.

Section 6. This Ordinance shall be effective January 1, 2014 and shall expire December 31, 2014 unless extended or repealed according to law.

ADOPTED this 26th day of November, 2013, and signed in authentication thereof on this 26th day of November, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: January 1, 2014]

[Interim Angle Lake Station Area Regulations]

Exhibit A

The City needs additional time for research to determine the appropriate regulatory framework for the creation of transit-oriented development in the Angle Lake Station Area.

Therefore, the City has developed a work plan to analyze potential changes to city zoning regulations that may be necessary, and bring any amendments to the SeaTac Municipal Code before the City Council for its consideration. The work plan includes:

- Development of community-supported vision, strategies and project recommendations for the redevelopment of the station area into a transit-oriented community;
- Technical assessments of the physical and built environments, the regulatory environment, pedestrian and bicycle connectivity, community destinations such as open space and other active living and healthy community amenities;
- Creation of redevelopment strategy that identifies short and long term action steps for station area implementation including:
 - Final station area boundary
 - Urban design framework
 - Station area policies
 - Recommendations regarding permanent zoning regulations for the station area
 - Economic and community development strategies
 - Prioritized infrastructure projects
 - Other implementation projects

ORDINANCE NO. 13-1014

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending section 12.10.225 to the SeaTac Municipal Code, related to Surface and Stormwater rate structure.

WHEREAS, the City of SeaTac's municipal separate storm sewer system infrastructure provides an essential function of collecting stormwater runoff and discharging it to surface waters; and

WHEREAS, this stormwater infrastructure is aging and has a limited lifespan and it is the responsibility of the City's Surface Water Utility ensure the functionality of the system and provide a variety of programs and service mandated under the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits; and

WHEREAS, the Surface water Utility collects fees to fund the essential services and the Utility needs to ensure it has the funding essential programs and services into the future; and

WHEREAS, the City of SeaTac's existing surface and stormwater rate structure was adopted in 1999 under ordinance number 99-1042; and

WHEREAS, a stormwater rate study was conducted by Herrera Environmental Inc. in conjunction FCS Group as is described in the Final Technical Memo from FCS Group dated 10/29/13; and

WHEREAS, said rate study identifies future financial demands on the utility in terms of regulatory and repair and replacement of existing infrastructure for which the existing rate structure will be unable to support; and

WHEREAS, said rate study appropriately details a recommended revised rate structure necessary to meet the future financial demands of the utility in terms of management of

stormwater assets, repair and replacement of public infrastructure, maintenance and operation of the utility and its programs and imposed regulatory requirements; and

WHEREAS, maintaining the Surface Water Utility's infrastructure and programs is in the best interest of the health, safety and welfare of the citizens of the City of SeaTac; and

WHEREAS, the City wishes to encourage the use of stormwater infiltration techniques as they provide benefits to the City stormwater system and natural waters by reducing the volume of stormwater flows and water quality impacts; and

WHEREAS, the City wishes to establish a cost basis for charges of stormwater management fees for City Roads; and

WHEREAS, the City road system is conveying stormwater runoff from both city streets and other developed property and said other developed property are generating approximately 73.7% of that runoff; and

WHEREAS, a 26% stormwater management fee for City roads applies a reasonable credit to the City Road Fund for its role in conveying stormwater from other properties;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 12.10.225 of the SeaTac Municipal Code is hereby amended to read as follows:

12.10.225 Rate structure.

A. Surface water management service charges shall be based on the relative contribution of increased surface and storm water runoff from a given parcel to the surface and storm water management system, a pro rata share of City-wide surface water management services, and the policy considerations adopted at SMC 12.10.220. The percentage of impervious surfaces on the parcel and the total parcel acreage will be used to indicate the relative contribution of increased surface and storm water runoff from the parcel to the surface and storm water management system. The relative contribution of increased surface and storm water runoff from each parcel determines that parcel's share of the program's revenue needs. The service charge revenue needs of the program are based upon all or any part, as determined by the Council with advice of the Department of Public Works, of the cost and expense within the service area of maintaining and

operating surface water control facilities, all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing, and improving any of such facilities, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for such purpose.

B. The Department of Public Works shall determine the service charge for each parcel within the service area by the following methodology: Residential parcels shall receive a flat rate. Parcels shall be classified into the appropriate rate category in subsection C of this section by their percentage of impervious surface coverage. Land use codes and data collected from parcel investigations will be used to determine each parcel’s percentage of impervious surface coverage. After a parcel has been assigned to the appropriate rate category, the service charge for the parcel will be calculated by multiplying the total acreage of the parcel times the rate of that category.

C. There is imposed upon all developed properties in the service area annual service charges as follows—identified below effective January 1, 2014; and increased thereafter by 26.85% on January 1, 2015, 4.88% on January 1, 2017 and 6.55% on January 1, 2018:

Impervious Surface

Class	Percentage	Rate
Residential (R) *	NA	\$ 82.80 <u>99.63</u> /parcel/year
Very Light (VL)	0 – 10%	\$ 49.50 <u>59.56</u> /acre/year
Light (L)	10 – 20%	\$ 168.50 <u>202.75</u> /acre/year
Moderate (M) **	20 – 45%	\$ 349.00 <u>419.93</u> /acre/year
Moderately Heavy (MH) **	45 – 65%	\$ 674.00 <u>810.98</u> /acre/year
Heavy (H) **	65 – 85%	\$ 855.00 <u>1,028.74</u> /acre/year
Very Heavy (VH) **	85 – 100%	\$ 1,120.00 <u>1,347.62</u> /acre/year
City Roads, State Highways	NA	***

* The charge for a residential parcel which is owned by and is the personal residence of a person or persons determined by the King County Assessor as qualified for a low income senior citizen rate adjustment or a low income disabled citizen rate adjustment pursuant to RCW

84.36.381, or as the same may hereafter be amended, shall be ~~\$29.89~~36.1% of the residential rate, rather than the rates set forth above.

** The minimum service charge for parcels within the VL class shall be ~~\$49.50~~equivalent to the charge for 1 acre in the VL class, and the minimum service charge for parcels within the L, M, MH, H, and VH classes shall be ~~\$82.80~~equivalent to the Residential rate/parcel/year.

*** The rate charged to the City of SeaTac for roads shall be charged~~26.3%~~ of the rate for comparable developed parcels. The rate charged to the and/or the Washington State Department of Transportation for public highways, roads, and rights-of-way will be determined in accordance with RCW 90.03.525.

D. The rate charged mobile home parks shall be ~~\$62.10~~75% of the Residential rate multiplied by the total number of spaces available for rent or lease

E. Nonresidential parcels upon which are located one (1) or more retention/detention/infiltration facility, or equivalent, designed, engineered, and maintained to the standards of the Surface Water Design Manual shall be entitled, upon application, to a rebate equal to twenty-five percent (25%) of the surface water management fee which would be applicable to the acreage served by each facility multiplied by the surface water management fee applicable to that acreage. Application for rebates shall be submitted prior to October 31 of each year in which a rebate is requested. Applications shall include documentation that the retention/detention facility, or equivalent, has been maintained in accordance with the requirements of Appendix A of the Surface Water Design Manual. If all maintenance has been performed as required by the said Appendix A, the rebate will be forwarded to the applicant prior to December 1 of the said year; provided, that the annual surface water management fee applicable to that year has been paid in full.

F. Nonresidential parcels containing designed and engineered infiltration facilities which can demonstrate 100% infiltration of the required storm events (e.g. 50% of the 2 year through 100% of the 50 year) for the entire parcel, and can demonstrate maintenance to standards as identified in section E and shall be entitled, upon application, to an additional rebate equal to twenty percent (20%) of the surface water management fee for said parcel. Application for rebates shall be submitted prior to October 31 of each year in which a rebate is requested. Applications shall include documentation that the infiltration facilities, or equivalent, are infiltrating at the required design rate. Once said documentation is provided and confirmed, the rebate will be forwarded to the applicant prior to December 1 of the said year; provided, that the annual surface water management fee applicable to that year has been paid in full.

~~F~~G. Parcels owned by a public school district shall be exempt from surface water management charges, pursuant to Section 9.08.060(B) of the King County Code.

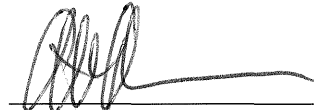
~~G~~H. The City Council, by ordinance, may supplement or alter charges within specific basins or subbasins of the service area so as to charge properties or parcels of one (1) basin or subbasin for improvements, studies, or maintenance which the Council deems to provide service or benefit the property owners of one (1) or more basin(s) or subbasin(s).

Section 2. This Ordinance shall be effective January 1, 2014.

Section 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

ADOPTED this 26th day of November, 2013, and signed in authentication thereof on this 26th day of November, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: January 1, 2014]

[SWM Rates]

ORDINANCE NO. 13-1015

AN ORDINANCE of the City Council of the City of SeaTac, Washington, approving the 2013-2014 budget modification.

WHEREAS, the City Council desires to modify the 2013-2014 biennial budget originally set by Ordinance 12-1018 to include modifications;

WHEREAS, the City budget set forth anticipated revenues and expenditures for the forthcoming years; and

WHEREAS, during 2013, certain budgeted revenues and expenditures have increased or decreased and the City Council desires to modify the City Budget to reflect the projected increases and decreases in revenues and expenditures;

WHEREAS, the City Council has published notification in advance of a public hearing and held a public hearing on November 12, 2013 at the regular City Council meeting to provide an opportunity for public input; and

WHEREAS, State Law, Chapter 35A.34.130 allows for a mid-biennial review and modification of the originally adopted 2013-2014 biennial budget;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

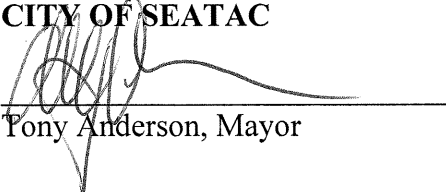
Section 1. This Ordinance modifies the City's 2013-2014 biennial budget to modify budgeted revenues and expenditures to adopt the modified budget for the 2013-2014 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed on the attached Exhibit A.

The 2013-2014 Biennial Budget modification for the City of SeaTac, covering the period from January 1, 2013, through December 31, 2014, is hereby adopted with a modified total 2014 ending fund balance in the amount of \$29.4 Million for all budgeted funds.

Section 2. This Ordinance shall be in full force and effect for the fiscal years 2013-2014 five (5) days after passage and publication as required by law.

ADOPTED this 26th day of November, 2013, and signed in authentication thereof on this 26th day of November, 2013.

CITY OF SEATAC




Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 12/07/13]

[2013-2014 Biennial Budget Modification Ordinance]

CITY OF SEATAC

2013-2014 BIENNIAL BUDGET: EXHIBIT A

2013-2014 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$164,830,972

FUND	BEGINNING BALANCE 2013-2014	REVENUES & OTHER SOURCES 2013-2014	EXPENDITURE APPROPRIATION 2013-2014	ENDING BALANCE 2013-2014
001 General Fund	\$ 9,401,074	\$ 64,308,733	\$ 65,450,058	\$ 8,259,749
102 Street Fund	10,034,736	12,911,474	19,417,772	3,528,438
103 Contingency Reserve	774,420	1,550	0	775,970
105 Port ILA	2,775,357	7,000	1,899,500	882,857
106 Transit Planning	93,775	738,200	813,000	18,975
107 Hotel/Motel Tax	7,415,204	1,708,370	2,626,717	6,496,857
108 Building Management	1,341,000	2,956,205	2,342,913	1,954,292
110 Facility Repair & Replacement	25,926	300,100	317,475	8,551
111 Des Moines Creek Basin ILA	1,198,022	710,229	827,000	1,081,251
204 Special Assessment Debt	7,201	520,250	300,000	227,451
205 LID Guarantee	32,000	0	0	32,000
206 2009 LTGO Bond Fund	9,977	1,095,720	1,095,700	9,997
207 SCORE Bond	10	348,569	348,569	10
301 Municipal Capital Improvements	3,119,187	3,065,850	5,782,229	402,808
303 Fire Equipment Reserve	1,415,954	603,000	1,997,500	21,454
306 Municipal Facilities CIP	3,734,119	8,600	3,120,118	622,601
307 Transportation CIP	4,391,059	18,206,030	21,587,200	1,009,889
308 Light Rail Station Areas CIP	737,578	351,500	1,000,000	89,078
403 SWM Utility	2,453,476	3,684,320	4,291,337	1,846,459
406 SWM Construction	1,435,520	2,800	0	1,438,320
501 Equipment Rental	1,548,379	1,358,498	2,198,657	708,220
TOTAL BIENNIAL BUDGET	\$51,943,974	\$112,886,998	\$135,415,745	\$29,415,227

2013 BUDGET PORTION FOR MANAGEMENT PURPOSES

	FY 2013	FY 2013	FY 2013	FY 2013
001 General Fund	\$ 9,401,074	\$ 30,913,171	\$ 31,985,495	\$ 8,328,750
102 Street Fund	10,034,736	6,857,368	4,334,667	12,557,437
103 Contingency Reserve	774,420	775	0	775,195
105 Port ILA	2,775,357	3,500	1,255,500	1,523,357
106 Transit Planning	93,775	250,100	325,000	18,875
107 Hotel/Motel Tax	7,415,204	827,234	1,328,395	6,914,043
108 Building Management	1,341,000	1,455,140	1,318,350	1,477,790
110 Facility Repair & Replacement	25,926	180,050	203,167	2,809
111 Des Moines Creek Basin ILA	1,198,022	349,968	514,800	1,033,190
204 Special Assessment Debt	7,201	164,472	107,625	64,048
205 LID Guarantee	32,000	0	0	32,000
206 2009 LTGO Bond Fund	9,977	747,310	747,300	9,987
207 SCORE Bond	10	161,809	161,799	20
301 Municipal Capital Improvements	3,119,187	1,372,800	4,283,182	208,805
303 Fire Equipment Reserve	1,415,954	1,500	533,953	883,501
306 Municipal Facilities CIP	3,734,119	4,300	1,659,870	2,078,549
307 Transportation CIP	4,391,059	3,818,030	5,422,800	2,786,289
308 Light Rail Station Areas CIP	737,578	100,750	750,000	88,328
403 SWM Utility	2,453,476	1,915,144	2,542,281	1,826,339
406 SWM Construction	1,435,520	1,400	0	1,436,920
501 Equipment Rental	1,548,379	659,278	785,118	1,422,539
TOTAL BUDGET	\$51,943,974	\$49,784,099	\$ 58,259,302	\$43,468,771

2014 BUDGET PORTION FOR MANAGEMENT PURPOSES

	FY 2014	FY 2014	FY 2014	FY 2014
001 General Fund	\$ 8,328,750	\$ 33,395,562	\$ 33,464,563	\$ 8,259,749
102 Street Fund	12,557,437	6,054,106	15,083,105	3,528,438
103 Contingency Reserve	775,195	775	0	775,970
105 Port ILA	1,523,357	3,500	644,000	882,857
106 Transit Planning	18,875	488,100	488,000	18,975
107 Hotel/Motel Tax	6,914,043	881,136	1,298,322	6,496,857
108 Building Management	1,477,790	1,501,065	1,024,563	1,954,292
110 Facility Repair & Replacement	2,809	120,050	114,308	8,551
111 Des Moines Creek Basin ILA	1,033,190	360,261	312,200	1,081,251
204 Special Assessment Debt	64,048	355,778	192,375	227,451
205 LID Guarantee	32,000	0	0	32,000
206 2009 LTGO Bond Fund	9,987	348,410	348,400	9,997
207 SCORE Bond	20	186,760	186,770	10
301 Municipal Capital Improvements	208,805	1,693,050	1,499,047	402,808
303 Fire Equipment Reserve	883,501	601,500	1,463,547	21,454
306 Municipal Facilities CIP	2,078,549	4,300	1,460,248	622,601
307 Transportation CIP	2,786,289	14,388,000	16,164,400	1,009,889
308 Light Rail Station Areas CIP	88,328	250,750	250,000	89,078
403 SWM Utility	1,826,339	1,769,176	1,749,056	1,846,459
406 SWM Construction	1,436,920	1,400	0	1,438,320
501 Equipment Rental	1,422,539	699,220	1,413,539	708,220
TOTAL BUDGET	\$43,468,771	\$63,102,899	\$77,156,443	\$29,415,227

ORDINANCE NO. 13-1016

AN ORDINANCE of the City Council of the City of SeaTac, Washington confirming the appointment of Elizabeth Cordi-Bejarano as the Municipal Court Judge, affixing the compensation of the Municipal Court Judge and Judges Pro-Tem, and authorizing entry into a Professional Services Contract.

WHEREAS, effective January 1, 2014, the City Manager has appointed Elizabeth Cordi-Bejarano to serve as the SeaTac Municipal Court Judge for a four-year term, pursuant to RCW 35A.13.080 (2); and

WHEREAS, the City Council deems it is appropriate to confirm the appointment made by the City Manager; and

WHEREAS, the City Council deems it appropriate to set the compensation of the Municipal Court Judge and Judges Pro-Tem at \$69.00 per hour, pursuant to RCW 3.50.080 and RCW 3.50.090, with annual cost of living adjustments equal to that of non-represented City employees; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. The SeaTac City Council confirms the City Manager's appointment of Elizabeth Cordi-Bejarano to serve as Municipal Court Judge for a four-year term commencing January 1, 2014.

Section 2. The compensation of the Municipal Court Judge and Judges Pro-Tem shall be \$69.00 per hour, and shall be adjusted annually commencing January 1, 2015 and each January 1 thereafter to reflect a cost of living adjustment (COLA). The COLA shall be at the same percentage as that of non-represented City employees. In addition, the Municipal Court Judge shall receive benefits in accordance with City policy for regular part-time employees.

Section 3. The City Manager is authorized to enter into a Professional Services Contract with Judge Cordi-Bejarano in substantially similar form attached hereto as "Exhibit A."

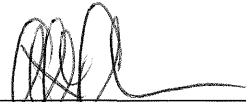
Section 4. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances shall not be affected.

Section 5. This Ordinance shall not be codified.

Section 6. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

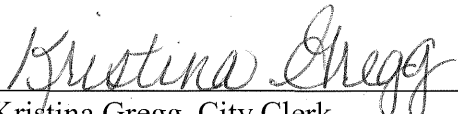
ADOPTED this 10th day of December, 2013, and signed in authentication thereof on this 10th day of December, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 12/21/13]

[Municipal Court Judge 2014-2017]

**EMPLOYMENT AGREEMENT
MUNICIPAL COURT JUDGE
FOR THE
CITY OF SEATAC**

This Employment Agreement effective January 1, 2014 is made by and between the City of SeaTac, Washington, a municipal corporation, hereinafter referred to as the "City," and Elizabeth Cordi-Bejarano, hereinafter referred to as the "Municipal Court Judge" or "Judge".

WHEREAS, Elizabeth Cordi-Bejarano was appointed as the Municipal Court Judge for the City beginning January 1, 2008, was reappointed for a term beginning January 1, 2010, and has been reappointed to another four year term commencing January 1, 2014; and

WHEREAS, in order to provide for the services of Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with the Municipal Court Judge for such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, **THE PARTIES** agree as follows:

1. EMPLOYMENT

The City hereby agrees to employ the Municipal Court Judge to preside over the City's Municipal court in accordance with the City code and State statutes including Chapter 3.50 RCW, and court rules, the provisions of which are incorporated herein by this reference, and the Judge hereby accepts employment, for the term of this agreement.

2. PROFESSIONAL REQUIREMENTS:

The Judge shall be an attorney admitted to practice law before the courts of record for the State of Washington. The Judge must immediately report to the City any change affecting his/her membership in good standing in the Washington State Bar Association.

3. SCOPE OF MUNICIPAL COURT JUDGE SERVICES:

The Judge shall at all times faithfully and to the best of his/her ability administer activities of the court, assign and hear all cases in a timely manner and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Court is a part of an independent branch of government and the Judge is bound to act in accordance with the provisions of the Code of Judicial Conduct and Washington State Court rules.

The Municipal Court Judge shall be available, as needed, to preside over the Municipal Court in accordance with the provisions of Chapter 2.10 of the SeaTac Municipal Code, State statutes, and court rules. The Judge is responsible for making a good faith effort to ensure that compensated time for all Judges does not exceed an average of 32 hours per week (1,668 hours per year).

4. **COMPENSATION:**

The Judge shall be paid at the base pay rate of sixty-nine dollars (\$69.00) per hour for time worked in Municipal Court and hours associated with the administration of the Municipal Court. The Judge shall also be paid at the above base pay rate for time spent in approved classes and seminars to maintain current knowledge and certifications, so long as the classes and seminars are necessary to fulfill the requirements of GR 26, Mandatory Continuing Judicial Education. The Judge shall not be paid for travel time to and from training classes and seminars.

The above base pay rate shall be adjusted annually commencing January 1, 2015 and each January 1 thereafter, to reflect a cost of living adjustment (COLA). The COLA shall be at the same percentage as that of non-represented City employees.

The City shall pay for the cost of professional membership, required professional classes and training, including registration and travel expenses similar to those provided to City Department Directors.

Each party will pay payroll and other taxes as required by applicable laws and regulations.

5. **METHOD OF PAYMENT:**

The Judge shall submit a timesheet for compensation on a bi-monthly basis for services in accordance with payroll procedures timelines established by the City. A timesheet shall be submitted for hours worked for the 1st through 15th and the 16th through the end of each month to the Court Administrator, who shall submit same to the City's Finance Department.

6. **BENEFITS.**

- a) In lieu of paid leave benefits, the City shall pay the Judge an additional ten percent (10%) of the Judge's base pay rate, similar to non-represented employees per the City's Employee Handbook.
- b) The City shall provide for the Judge and her eligible dependents health care insurance benefits, to include medical, dental, orthodontia and vision insurance, at a pro-rated level similar to those provided to regular part-time non-represented employees of the City.

c) The position of Municipal Court Judge is an “eligible position” as that term is defined under the present rules of the Washington State Department of Retirement Systems (DRS) for the Public Employees Retirement System (PERS). The Judge may enroll into the applicable retirement plan and program(s) allowed by DRS rules.

7. INDEMNIFICATION:

The Judge is a public official of the City. The City agrees to indemnify, defend and hold the Judge harmless for any and all claims, losses, actions or liabilities to or by any persons or entities including their respective agents (including attorney fees) for any acts of the Judge that are within the scope of his/her official duties to the extent provided other City officials.

The Judge agrees to indemnify, defend and hold the City harmless for any and all claims, losses, actions or liabilities to or by any persons or entities including their respective agents (including attorney fees) for any acts of the Judge that are outside the scope of his/her official duties.

8. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of four (4) years beginning January 1, 2014 and ending on December 31, 2017.

9. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Manager on behalf of the City and by Elizabeth Cordi-Bejarano on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City Manager
City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188

IF TO THE JUDGE:

Elizabeth Cordi-Bejarano
P.O. Box 2137
Auburn, WA 98071

10. TERMINATION OF AGREEMENT:

This Agreement may be terminated prior to the expiration date of the Agreement as follows:

By the City for any cause constituting grounds for removal of the Judge under RCW 3.50.095 or other State statutes;

By the City upon removal or suspension of the Judge by the Washington State Supreme Court;

By the Judge if he/she provides a minimum of 120 days written notice prior to his/her effective date of termination, unless otherwise mutually agreed by the parties;

By the City if it elects to terminate the Municipal Court as provided in Chapter 3.50 RCW or by contract with another jurisdiction of court services;

By the City if the position of Judge becomes full-time as defined in RCW 3.50.055 and the City is required to fill the position by election.

11. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF SEATAC

MUNICIPAL COURT JUDGE

By: _____
Todd Cutts
City Manager

By: _____
Elizabeth Cordi-Bejarano
Municipal Court Judge

Date: _____

Date: _____

Approved as to Form:

City Legal Department

ORDINANCE NO. 13-1017

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the non-exclusive franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of natural gas and energy for power, heat and light, and such other services as may be provided by such Facilities and repealing Ordinance 07-1017.

WHEREAS, Puget Sound Energy has applied for a nonexclusive franchise to operate and maintain a natural gas and electric distribution and transmission system within the City of SeaTac and,

WHEREAS, the City Council finds that it is in the public interest to specify the rights and duties of Puget Sound Energy through a franchise; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant nonexclusive franchises for the use of City rights-of-way, streets and other designated public properties, public ways, or other ways; and

WHEREAS, the City Council held a public hearing to consider authorization of a natural gas and electric franchise for Puget Sound Energy;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions.

1.1 Where used in this franchise (the “Franchise”) the following terms shall mean:

1.1.1 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.2 “City” means the City of SeaTac, a code city of the State of Washington, and its successors and assigns.

1.1.3 “Franchise Area” means any, every and all of the roads, streets, avenues, alleys, and highways, of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, and highways that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.1.4 “Facilities” means, collectively, any and all (i) natural gas distribution systems, including but not limited to, gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures and communication systems; (ii) electric transmission and distribution systems, including but not limited to, poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices, fixtures, and communication systems; and (iii) any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 “Public Improvement” means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the City and is funded by the City (either directly with its own funds or with other public monies obtained by the City). For the avoidance of doubt, the term “Public Improvement” shall include any such capital improvement or repair undertaken by the City which requires the relocation of PSE’s Facilities within the Franchise Area, even if the capital improvement or repair entails, in part, related work performed for a third party public agency (i.e., state, county or municipality) under a valid interlocal agreement between the City and such third party public agency (except to the extent the relocation of PSE’s Facilities is caused by the work done for such third party public agency). The term “Public Improvement” shall not include, without limitation, any other improvements or repairs undertaken by or for the benefit of third party private entities as described in Section 8.3.

Section 2. Facilities Within Franchise Area.

2.1 The City does hereby grant to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of natural gas and energy for power, heat, light and such other services as may be provided by such Facilities.

2.2 This Franchise shall not convey any right to PSE to install its Facilities on or to otherwise use City owned or City leased properties outside the Franchise Area provided however that this Franchise shall convey the right to PSE to maintain repair and operate Facilities installed pursuant to prior franchise agreements with the City regardless of whether said Facilities are outside the Franchise Area but such right shall be subject to the provisions of Sections 2.3 and 8. For purposes of the application of this Section 2 to Section 8 only, these Facilities shall be deemed to be within the Franchise Area.

2.3 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired, and operated by PSE at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved, or expanded without the prior review and approval of the City pursuant to then applicable ordinances, codes, resolutions, standards and procedures.

Section 3. Right-of-Way Permits Required.

3.1 Whenever PSE shall engage in any work within the Franchise Area for the purpose of installation, construction, repair, maintenance or relocation of its Facilities within the Franchise Area, it shall apply to the City for a permit to do so as required by applicable City codes and ordinances and shall, except to the extent inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits. PSE shall file as-built plans and maps with the City showing the final location of such Facilities if required as a condition of any permits issued by the City. Emergency work (including, without limitation, work performed to correct an emergency situation under Section 7.1) may be commenced without first applying for and obtaining a permit as required by this Franchise. However, PSE shall apply for all such permits not later than the next succeeding day during which the City is open for business.

Section 4. Noninterference of Facilities.

4.1 PSE's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as not to unreasonably interfere with the free passage of vehicular, bicycle, and pedestrian traffic and in accordance with the laws of the State of Washington. PSE shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded PSE by such City codes and ordinances.

4.2 PSE shall provide the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities at specific locations within the Franchise Area. As to any such drawings so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of PSE or the City, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

Section 5. Recovery of Costs and Permit Fees.

5.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE as a result of this Franchise. However, as provided in RCW 35.21.860, the City may recover from PSE the actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. With respect to its payment of such administrative expenses, the City shall submit to PSE statements/billings which specify the amounts due. PSE shall make payment to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. Failure by PSE to pay such amount within such thirty (30) day time period shall constitute a failure to comply with the Franchise for the purposes of Section 13. Additionally, the failure by PSE to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made. Furthermore, any late payment shall also accrue interest computed at the rate of twelve percent (12%) per annum from the thirtieth day.

Section 6. Restoration of Franchise Area.

6.1 After any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise Area, or any excavation by PSE within the Franchise Area, PSE shall restore the surface of the Franchise Area as nearly as practicable, to at least the condition that the same was in immediately prior to any such work. All restoration work performed by PSE shall be subject to inspection by and approval of the City in accordance with the permit. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. PSE agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the Franchise Area at its sole cost and expense.

6.2 At any time during the term of this Franchise, if a PSE Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify PSE of the deficiency and PSE agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City, unless the City determines that

a shorter time period is necessary to protect the property or the life, health, or safety of any individual.

6.3 For purposes of this Section, “street” shall mean all City owned improvements within a Franchise Area right-of-way, include, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

6.4 In the event that PSE should fail in its restoration responsibilities set forth in Section 6.1 or 6.2 above, and such failure continues for a period of ten (10) days after PSE receives written notice from the City regarding such failure, the City may, but in no event is obligated to, perform or contract for such work and, thereafter, PSE shall, upon the City’s written request, reimburse the City for the reasonable costs incurred by the City in having such work performed.

Section 7. Dangerous Conditions.

7.1 In the event of any emergency in which PSE’s Facilities located in or under the Franchise Area break or are damaged, or if PSE’s Facilities within the Franchise Area are otherwise in a condition as to immediately endanger property or the life, health or safety of any individual, PSE shall, upon learning of such condition, take all reasonable actions to correct the condition. The City may direct PSE, at PSE’s sole expense, to take all necessary actions to correct the condition. The City may require that such action be completed within a prescribed time that is reasonable under the circumstances.

Section 8. Relocation of Facilities.

8.1 PSE agrees and covenants, in accordance with this Section 8.1, to relocate its Facilities within the Franchise Area when so required by the City to accommodate any Public Improvement, provided that PSE shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the Franchise Area upon approval by the City, any section of their Facilities required to be temporarily disconnected or removed. PSE shall relocate the identified Facilities at its sole cost and expense. If the City requires such a subsequent relocation within five (5) years, the City shall bear the cost thereof, except in circumstances which the City could not reasonably have foreseen as of the date of such relocation. Should the City and PSE disagree as to whether the City or PSE will pay for a relocation of Facilities under this Section 8.1, PSE agrees to relocate the Facilities so as to accommodate, without delay, the Public Improvement, and any dispute regarding payment of relocation costs will be resolved pursuant to the Dispute Resolution provisions of Section 16 of this Franchise.

8.2 If the Public Improvement necessitates the relocation of PSE's then existing Facilities within the Franchise Area, the City shall:

- a) At least ninety (90) days prior to the commencement of construction on the Public Improvement, provide PSE with written notice requiring such relocation; and
- b) Provide PSE with copies of pertinent portions of the plans and specifications for such Public Improvement and a proposed location for PSE's Facilities so that PSE may relocate its Facilities in the Franchise Area in order to accommodate the Public Improvement.

After receipt of such notice and such plans and specification, PSE shall complete relocation of such Facilities within the Franchise Area at no charge or expense to the City so as to accommodate the mutually agreed upon schedule for the Public Improvement.

8.3 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities; provided that, for the avoidance of doubt, the foregoing is not intended to and will not be construed as requiring any action by a public agency that would be in violation of any applicable state law. In connection with any such relocation of PSE's Facilities pursuant to this Section 8.3 that is required by or benefits a public development undertaken by a third party public agency, PSE will endeavor to negotiate in good faith and work with such public agency with the objective of reaching agreement on the payment of relocation costs within a timeframe that avoids or minimizes delays in the public development. In any event, PSE agrees that the City will not be responsible for payment of any costs of a relocation governed by this Section 8.3.

8.4 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of Section 8.3 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

8.5 Nothing in this Section 8 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

Section 9. Indemnification.

9.1 PSE shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability, including reasonable attorney fees, to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions, or willful misconduct, of PSE, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of PSE, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise.

9.2 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

9.3 In the event any claim or demand for which indemnification is provided under Section 9.1 is presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. PSE will consider in good faith, and will not unreasonably refuse, the City's tender of the defense of any suit or claim for which indemnification is provided under Section 9.1. In the event that PSE refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 9.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of PSE, then PSE shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

9.4 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PSE and the City, its officers, employees and agents, PSE's liability hereunder shall be only to the extent of PSE's negligence. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, PSE waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought

against PSE by any of its employees. This waiver has been mutually negotiated by the parties.

9.5 Notwithstanding any other provisions of this Franchise, PSE assumes the risk of damage to its Facilities located in the Franchise Area from activities conducted by the City, its officers, agents, employees, and contractors, except as set forth below. PSE releases and waives any and all claims against the City, its officers, agents, employees, or contractors for damage to or destruction of PSE's Facilities within the Franchise Area caused by or arising out of activities conducted by the City, its officers, agents, employees, and contractors, in the Franchise Area, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful or malicious action on the part of the City, its officers, agents, employees, or contractors.

9.6 In the event it is determined that RCW 4.24.115 applies to this Franchise, PSE's indemnification obligations under Section 9.1 shall apply to the maximum extent permitted thereunder, to the full extent of PSE's negligence. Further, in any such action, the City shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is in the City's best interest.

9.7 The provisions in this Section 9 shall survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 9.1 and which is based on an act or omission that occurred during the term of this Franchise.

Section 10. Insurance and Bond.

10.1 PSE shall maintain the following liability insurance coverages, insuring PSE and, as additional insureds, the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE:

10.1.1 General liability insurance with limits no less than (a) five million dollars (\$5,000,000) for bodily injury or death to each person; (b) five million dollars (\$5,000,000) for property damage resulting from any one accident; and (c) five million dollars (\$5,000,000) for all other types of liability.

10.1.2 Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for bodily injury and property damage.

10.1.3 Worker's compensation as required by the Industrial Insurance laws of the State of Washington.

10.1.4 Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000).

10.2 The liability insurance described herein shall be maintained by PSE throughout the term of this Franchise, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise, or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. Coverage under this policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be named as an insured under PSE's Commercial General Liability insurance policy. PSE shall be the primary insured as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of PSE's insurance or self-insurance and shall not contribute with it.

10.3 The liability insurance described herein, and any subsequent replacement policies, shall provide that insurance shall not be cancelled or materially changed so as to be out of compliance with these requirements without first providing thirty (30) days written notice to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, PSE shall provide a replacement policy. PSE agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of the Commercial General Liability, for at least three (3) years after expiration of the term of this Franchise. Any lapse in the required insurance coverage shall be cause for termination of this Franchise.

10.4 In lieu of the insurance requirements set forth in this Section 10, PSE may self-insure against such risks in amounts as are consistent with good utility practice. Upon the City's request, PSE shall provide the City with a financial statement that provides evidence of PSE's capacity to respond to claims within any self-insured retention level.

10.5 Before undertaking any of the work authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do surety business in the State of Washington in a sum to be mutually agreed upon by the parties. The bond shall be conditioned so that PSE shall restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the inspection date of any such restoration. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In lieu of a separate bond for routine individual projects involving work in the Franchise Area, PSE may satisfy the City's bond requirements under this Section by posting a single on-going performance bond. In

the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

10.6 PSE's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of PSE to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 11. Reservation of Rights in Event of Vacation.

11.1 In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, notify PSE of proposed vacation and reserve and grant an easement to PSE for PSE's existing Facilities of an appropriate size as reasonably requested by PSE unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation, providing that PSE provides input to the City within twenty (20) days upon notification of such proposed vacation action.

11.2 The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of PSE's Facilities within the Franchise Area.

Section 12. Moving Buildings within the Franchise Area.

12.1 If any person or entity obtains permission from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to arrange with PSE for the temporary adjustment of PSE's overhead wires necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to PSE, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, PSE shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may obstruct the moving or removal of such building or object.

Section 13. Default.

13.1 If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within said sixty (60) day

period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which PSE may so comply shall be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 14. Nonexclusive Franchise.

14.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 15 Franchise Term.

15.1 This Franchise is and shall remain in full force and effect until December 31, 2028; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within thirty (30) days after the passage date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon PSE's written request for an extension, the City may, at its discretion extend this Franchise for up to one ten (10) year extension pursuant to Section 23.2. It is provided, however, that the City will not consider the request to extend the Franchise unless PSE is in full compliance with the terms and conditions of the Franchise. In any such extension, if granted by the City, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

Section 16. Dispute Resolution.

16.1 The parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the terms or conditions of this Franchise, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within ten (10) days after either party requests such a meeting. If the parties cannot resolve the dispute within such ten (10) day period, the parties will, upon the written request of either party, seek to resolve the dispute in accordance with the following dispute resolution process:

Level One – A representative from PSE and the City's Public Works Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level One, either party may by written notice to the other party refer the dispute to Level Two.

Level Two – In the event either party properly refers the dispute to Level Two, a different PSE representative and the City Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level Two, either party may by written notice to the other party refer the dispute to Level Three.

Level Three – In the event either party properly refers the dispute to Level Three, the parties shall refer the dispute to mediation using a mediator mutually agreeable to the parties. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level Three, either party may by written notice to the other party refer the dispute to Level Four.

Level Four – In the event either party properly refers the dispute to Level Four or the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, either party may seek resolution of the dispute through litigation or other judicial proceedings in the court specified in Section 23.4.

16.2 Notwithstanding Section 16.1 or any other provision of this Franchise to the contrary, with respect to any dispute arising under this Franchise, either party may commence litigation or other judicial proceedings within thirty (30) days prior to the date after which the commencement of litigation could be barred by any applicable statute of limitations or other law, rule, regulation, or order of similar import or in order to request injunctive or other equitable relief necessary to prevent irreparable harm. In such event, the Parties will (except as may be prohibited by judicial order) nevertheless continue to follow the procedures set forth in Section 16.1.

Section 17. Changes in Laws.

17.1 If, during the term of this Franchise, there becomes effective any change in federal or state law (including, but not limited to, a change in any tariff filed by PSE with the Washington Utilities & Transportation Commission) and such change:

17.1.1 specifically requires the City to enact a Code or Ordinance which conflicts or is inconsistent with any provision of this Franchise; or

17.1.2 results in a PSE tariff which conflicts or is inconsistent with any provision of this Franchise;

then, in such event, either party may, within ninety (90) days of the effective date of such change, notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall only encompass the specific term or condition affected by such change in federal or state law and neither party shall be obligated to reopen negotiations on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of written notice to so commence

such negotiations, the parties shall, at a mutually agreeable time and place, commence such negotiations. The parties shall thereafter conduct such negotiations at reasonable times, in a reasonable manner, in good faith and with due regard to all pertinent facts and circumstances; provided, however, that (a) in the event the parties are unable, through negotiation, to reach mutual agreement upon terms and conditions of such amendment, then either party may, by written notice to the other, demand that the parties seek to arrive at such agreement through mediation or, if no such demand has previously been submitted, terminate this Franchise upon not less than ninety (90) days prior written notice to the other party; and (b) pending such negotiations, mediation and/or termination, and except as to any portion thereof which is in conflict or inconsistent with such change in federal or state law, the Franchise shall remain in full force and effect. For purposes of this Section, the term “mediation” shall mean mediation at the local offices of Judicial Arbitration and Mediation Services, Inc. (“JAMS”), or, if JAMS shall cease to exist or cease to have a local office, mediation at the local offices of a similar organization. The parties may agree on a jurist from the JAMS panel. If they are unable to agree, JAMS will provide a list of the three available panel members and each party may strike one. The remaining panel member will serve as the mediator.

17.2 PSE shall, in connection with any application for changes in its tariffs that would be in conflict or inconsistent with the provisions of this Franchise or would modify the rights or responsibilities of either party under this Franchise, notify the City in writing of the application promptly after it is filed with the Washington Utilities & Transportation Commission.

Section 18. Assignment.

18.1 PSE shall not assign or transfer its rights, benefits and privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any assignment, the intended assignee shall, within thirty (30) days of the proposed date of any assignment, file written notice of the intended assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 19. Vegetation Management.

19.1 Trimming and removal of vegetation within and/or adjacent to the Franchise area will be performed using standard practices accepted by the International Society of Arboriculture addressing vegetation health and aesthetics. PSE shall not apply any pesticide or herbicide within the Franchise Area without prior written approval of the City, which approval shall not be unreasonably withheld. If PSE first obtains such approval from the City to apply a specific product in accordance with the defined procedure on an ongoing basis throughout the Franchise Area, PSE shall not thereafter be required to

obtain the City's approval on each occasion such product is so applied unless the approval is formally revoked by the City. Trees which may interfere with ungrounded supply conductors should be trimmed or removed. PSE shall coordinate its routine vegetation management activities with the City and shall trim vegetation in close proximity to its Facilities within the Franchise Area in compliance with all City ordinances, regulations, resolutions and rules. PSE shall, upon the City's reasonable request, use commercially reasonable efforts to provide advance notice to the record owners of property adjacent to Facilities of PSE within the Franchise Area where major vegetation removal is planned to be conducted by PSE. However, such obligation to coordinate and comply shall not limit PSE's right under this Franchise to cut, trim or otherwise remove vegetation at any time within the Franchise Area which, due to proximity to PSE's Facilities, poses an imminent threat to property, public safety or continuity of electrical service.

Section 20. Undergrounding of Electric Facilities.

20.1 PSE acknowledges the City's desire to encourage the undergrounding of overhead electrical Facilities within the Franchise Area. The City acknowledges that PSE utilizes such overhead Facilities to provide electrical service on a non-preferential basis subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission. If, during the term of this Franchise, the City shall direct PSE to underground existing overhead electrical Facilities within the Franchise Area such undergrounding shall be arranged and accomplished subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission. This Section 20.1 shall govern all matters related to the undergrounding of PSE's existing overhead electrical Facilities within the Franchise Area.

Section 21. Use of Facilities by the City

21.1 During the term of this Franchise, the City may, subject to PSE's prior written consent which shall not be unreasonably withheld, install and maintain City-owned overhead wires for traffic signalization and police and fire communications upon PSE's poles which are Facilities located within the Franchise Area. The foregoing rights of the City to install and maintain such wires are further subject to the following:

21.1.1 The City shall perform such installation and maintenance at its sole risk and expense in accordance with all applicable laws and in accordance with such reasonable terms and conditions as PSE may specify from time to time (including, without limitation, requirements accommodating Facilities or the facilities of other parties having the right to use the Facilities); and

21.1.2 PSE shall have no obligation under Section 9 in connection with any City-owned wires installed or maintained on PSE's poles.

21.1.3 The City shall indemnify, defend and hold harmless PSE in connection with the City's use of PSE's Facilities.

21.1.4 PSE shall not charge the City a fee for use of such poles in accordance with this Section 21.1 as a means of deriving revenue therefrom (such as a rental or lease fee); provided, however, nothing herein shall require PSE to bear any cost or expense in connection with such installation and maintenance by the City.

Section 22. Permanent Cessation of Facilities

22.1 In the event of PSE's permanent cessation of use of any above-ground Facilities, or any portion thereof, with the Franchise Area, PSE shall, within one hundred eighty days (180) after the cessation of use, remove such Facilities.

Section 23. Miscellaneous.

23.1 If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

23.2 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 7 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

23.2.1 references this Franchise; and

23.2.2 states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

23.3 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

23.4 This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Franchise shall be with the King County Superior Court, Regional Justice Center, Kent, Washington (or, if the Regional Justice Center is no longer in operation, such other local facility as is then operated by the King County Superior Court).

Section 24 Repealer

24.1 Upon the effective date of this Ordinance and acceptance of such ordinance and franchise by PSE, Ordinance No. 07-1017 shall be deemed repealed.

Section 25. Effective Date.

25.1 This Ordinance shall be effective on December 23, 2013, having been: (i) introduced to the City Council not less than five days before its passage; (ii) first submitted to the City Attorney on November 13, 2013; (iii) published at least five days prior to the above-referenced effective date and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the City of SeaTac by a vote of a majority of the City Council. Not later than thirty (30) days after passage of this Ordinance, PSE must accept the Franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of PSE to so accept this Franchise within said period of time shall be deemed a rejection thereof by PSE, and the rights and privileges herein granted shall, after the expiration of the thirty day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 26. Notice.


26.1 Any notice or information required or permitted to be given by or to the parties under this Franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188

Puget Sound Energy, Inc.
Community Services, EST-11W
P.O. Box 97034
Bellevue, WA 98009-9734

ADOPTED this 10th day of December, 2013, and signed in authentication thereof on this 10th day of December, 2013.

CITY OF SEATAC




Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

(Effective Date: 12/23/13)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)


I, Zenetta Young, the duly qualified Acting City Clerk of the City of SeaTac, a Non-charter Code City, situated in the County of King, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 13-1017, an Ordinance of the City of SeaTac, entitled:

ORDINANCE NO. 13-1017

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the non-exclusive franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of natural gas and such other services as may be provided by such Facilities.

I further certify that said Ordinance No. 13-1017 was: (i) approved by a majority of the entire legislative body of the City of SeaTac, at a regular meeting thereof on the 10th day of December, 2013; and (ii) approved and signed by the Mayor of the City of SeaTac on the 10th day of December, 2013; and (iii) was published on the 16th day of December, 2013; and (iv) was submitted to and reviewed by the City Attorney on the 14th day of November, 2013.

WITNESS my hand and official seal of the City of SeaTac, this 17th day of December, 2013.



Zenetta Young, Acting City Clerk
City of SeaTac, State of Washington



HONORABLE MAYOR AND CITY COUNCIL
CITY OF SEATAC, WASHINGTON

In the matter of the application :
of Puget Sound Energy, Inc., a : Franchise Ordinance No. 13-1017
Washington corporation, for a :
franchise to construct, operate :
and maintain facilities in, upon, :
over under, along, across and :
through the franchise area of the : ACCEPTANCE
City of SeaTac, :
Washington :

WHEREAS, the City Council of the City of SeaTac, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. 13-1017, bearing the date of December 10th, 2013; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on December 19th, 2013, from said City of SeaTac, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of SeaTac, King County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned Director, Customer & Community Engagement thereunto duly authorized on this 23rd day of December, 2013.

ATTEST:

Andrew Swayer

PUGET SOUND ENERGY, INC.

By: Insom B. Dempstead

Name: Insom B. Dempstead

Title: Director, Customer & Community Engagement

Copy received by City of SeaTac
on December 27, 2013

By: Janeth N. Gray Acting City Clerk

ORDINANCE NO. 13-1018

AN ORDINANCE of the City of SeaTac, Washington, granting to Zayo Group, LLC, a Delaware limited liability company, and its successors and assigns, a non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic cable network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac, and repealing Ordinance 00-1035.

WHEREAS, Zayo Group has applied for a nonexclusive franchise to enter, occupy, and use public rights-of-way and nonexclusive easements to construct, operate and maintain a Fiber Optic Cable Network to offer and provide broadband data and internet services for hire, sale, or resale in the City; and

WHEREAS, grantee is the successor company to Metromedia Fiber Network Services, Inc. (MFNS) which was granted a franchise effective August 13, 2000; and

WHEREAS, MFNS emerged out of Chapter 11 bankruptcy on or about September 8, 2003 with its legal name changed to Abovenet Communications, Inc. (Abovenet Communications); and

WHEREAS, Abovenet Communications was acquired by the Grantee by way of a stock acquisition, which closed on or about July 2, 2012; and

WHEREAS, the City has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

SECTION 1. DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Broadband Data Service" Broadband services include fiber, transport, colocation, voice, IP and data services.

1.2 "City" means the City of SeaTac, Washington, a municipal corporation.

1.3 "FCC" means the Federal Communications Commission or its lawful successor.

1.4 "Fiber Optic Cable Network" means a transmission medium of optical fiber cable, along with all associated optonics and equipment, capable of carrying communications signals by means of electric light-wave impulses.

1.5 "Franchise" means this document, a non-exclusive contractual agreement, and any amendments and modifications thereto executed between the City and Grantee, containing the specific provisions of the authorization granted to operate a Fiber Optic Cable Network in the City.

1.6 "Franchise Area" means Rights-of-Way within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.7 "Grantee" shall mean Zayo Group, LLC, a Delaware limited liability company.

1.8 "Incremental Costs" means the actual and necessary costs incurred, which exceed costs that would have otherwise been incurred. Incremental costs shall not include any part, portion, or proration of costs, of any kind whatsoever, including without limitation overhead or labor costs that would have otherwise been incurred.

1.9 "Internet Service" means providing access to the Internet. Zayo provides broadband data and internet services among which include internet access and transport services.

1.10 "Person" means any individual, partnership, association, joint stock company, trust, corporation, or governmental entity, but shall not mean the City.

1.11 "Right-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public Right-of-Way of the City, including, but not limited to, non-exclusive utility easements, dedicated utility strips, or Right-of-Way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Fiber Optic Cable Network. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.

1.12 "State" means the State of Washington.

1.14 "Underground Facilities" means Facilities located under the surface of the ground, other than underground foundations or supports for overhead Facilities.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to the Grantee a nonexclusive Franchise authorizing construction, operation, and maintenance of a Fiber Optic Cable Network in, along, among, upon, across, above, over, under, the Franchise Area, and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and use existing poles as may be necessary or appurtenant for a Fiber Optic Cable Network. This Franchise shall constitute a right to provide internet and broadband data services required by, and to fulfill the obligations set forth in, the provisions of this Franchise. Upon this Franchise becoming effective, Ordinance No. 00-1035, Metromedia Franchise, is hereby repealed and in its place, this Franchise is enacted.

(B) Grantee, through this Franchise, is granted the right for its Fiber Optic Cable Network to occupy and use the Franchise Area of the City. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City's police power. In the event of a conflict between the SeaTac Municipal Code and this Franchise, this Franchise shall control. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public and Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power, and guarantee it is familiar with such.

(C) Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering internet and broadband data services in the Franchise Area, or directly involved in the management or operation of the Fiber Optic Cable Network in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(D) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- (1) Any other permit or authorization lawfully required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City; or
- (2) Any permit, agreement or authorization lawfully required by the City for rights-of-way users in connection with operations on or in rights-of-way or public property including, by way of example and not limitation, street cut permits; or
- (3) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(E) This Franchise is intended to convey limited rights and interests only as to those rights-of-ways in which the City has an actual interest. It is not a warranty of title or interest in any rights-of-way; it does not provide the Grantee with any interest in any particular location within the rights-of-way; and it does not confer rights other than as expressly provided in the grant hereof.

(F) This Franchise expressly authorizes Grantee to provide broadband internet services over its Fiber Optic Cable Network.

2.2 Duration

This Franchise is and shall remain in full force and effect until December 31, 2028; provided, however, Zayo shall have no rights under this Franchise nor shall Zayo be bound by the terms and conditions of this Franchise unless Zayo shall, within thirty (30) days after the passage date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon Zayo's written request for an extension, the City may, at its discretion extend this Franchise for up to one ten (10) year extension. It is provided, however, that the City will not consider the request to extend the Franchise unless Zayo is in full compliance with the terms and conditions of the Franchise. In any such extension, if granted by the City, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

2.3 Effective Date

The effective date of this Franchise shall be twenty (20) days after publication following the adoption of this Franchise by the City's City Council, unless Grantee fails to file with the City an unconditional written acceptance of this Franchise and post the security required hereunder within sixty (60) days of the effective date of this Franchise, in which event this Franchise shall be void.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Right-of-Ways for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Fiber Optic Cable Network as the City deems appropriate.

2.5 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Fiber Optic Cable Network; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. TAXES, CHARGES, AND FEES

3.1 Franchise Fee.

The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the Right-of-Way for telephone business purposes. Based on the representations of Franchisee, the City understands that Franchisee will use the right of way for telephone business purposes as defined by RCW 82.16.010. If this statutory prohibition is removed, Franchisee agrees that the City will assess a reasonable franchise fee in accordance with such revised state statute and that this Franchise will be amended accordingly, including the adoption of provisions necessary for the proper administration and payment of such fee.

3.2 Administrative Charges and Fees.

The parties also understand that RCW 35.21.860 authorizes the City to recover from Franchisee all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to: receiving and approving this Franchise and required permits; inspecting plans and construction; and preparing a detailed statement under Ch. 43.21C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City. Franchisee and the City agree that the following fees are consistent with this provision and shall be paid by Franchisee:

- (A) Franchisee shall pay an initial franchise administration/processing fee of two thousand dollars (\$2,000) at the time of application, with said application having previously submitted with the administration/processing fee as evidenced by Grantee's check number 017831, dated December 5, 2012.
- (B) Franchisee shall pay permit fees and related charges, in accordance with the applicable sections of the most current City Code, at the time of application for the permit.

3.3 The fees and taxes set forth in this section shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Franchisee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Franchisee that may be lawfully imposed by the City.

SECTION 4. INDEMNIFICATION AND INSURANCE REQUIREMENTS

4.1 Indemnification

- (A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, and its officers, officials, boards, commissions, agents and employees (while acting in an official capacity) from any action, claim, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from the death of, injury, casualty or accident to, as applicable, a Person, equipment or property arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Fiber

Optic Cable Network, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees, except for injuries and damages caused by the sole negligence of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Procedures and Defense. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee within six (6) business days of receipt of such notice, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's prior written approval, which approval shall not be unreasonably withheld.

(C) Expenses. If separate representation to fully protect the interests of both parties is necessary, such as conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay the expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

4.2 Insurance Requirements

Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property which may arise from or in connection with this Franchise by the Grantee, their agents, representatives, employees or subcontractors.

(A) Minimum Amounts of Insurance. In accordance with applicable law, the Grantee shall maintain throughout the term of this Franchise the following insurance limits:

(1) Automobile Liability. The Grantee shall keep in force an automobile liability insurance policy and, if necessary, a commercial umbrella liability insurance policy with a limit of not less than Three Million Dollars (\$3,000,000) per accident. Such insurance shall cover liability arising out of any Grantee motor vehicle (including owned, hired, and non-owned vehicles).

(2) Commercial General Liability. A commercial general liability insurance policy issued by a company duly authorized to do business in the State of Washington insuring the Grantee with respect to the installation, maintenance, and operation of Grantee's Cable Network in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. The City shall be named as an additional insured under Grantee's Commercial General Liability insurance policy.

- (3) Excess General Liability. Excess or Umbrella Liability coverage at limits of Five Million Dollars (\$5,000,000) per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.
- (B) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (C) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
- (1) The Grantee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.
- (2) The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- (D) Acceptability of Insurers. Insurance is to be obtained from insurers with a current A.M. Best rating of not less than A:VII.
- (E) Verification of Coverage. Upon acceptance of the Franchise, Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee.
- (F) Subcontractors. Grantee shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by any contractors or subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- (G) Endorsements. Grantee agrees that with respect to the insurance requirements contained above, all insurance certificates will contain the following required provisions:
- (1) Name the City and its officers, employees, and elected representatives as an additional insured.
- (2) Provide for thirty (30) days' notice to the City for cancellation, non-renewal or material change, or ten (10) days notice to the City in the event of nonpayment of the premium.
- (3) Shall be on an occurrence basis and shall be primary coverage of all losses resulting from Grantee's operations covered by the policies.
- (H) Insurance Term. The insurance required above shall be kept in full force and effect by Grantee during this Franchise and thereafter until after the removal of all

poles, wires, Fiber Optic cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's Fiber Optic Cable Network, should such removal be required by City Council or undertaken by Grantee.

- (I) Issuing Companies. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Grantee.
- (J) No Limit on Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

4.3 Performance Bond

(A) Amount. Within 60 days of the Effective Date of this Franchise, the Grantee shall provide the City with a financial guarantee in the amount of One Hundred Thousand Dollars (\$100,000) running for or renewable for, the term of this Franchise, in a form and substance acceptable to the City. This Franchise performance bond shall be separate and distinct from any other bond or deposit required.

(B) Damages. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described.

(1) Before any draws are made on the Franchise performance bond, the City Manager or designee shall give written notice to the Grantee:

(a) Describing the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of the Grantee's act or default;

(b) Providing a reasonable opportunity for the Grantee to first remedy the existing or ongoing default or failure, if applicable;

(c) Providing a reasonable opportunity for the Grantee to pay any moneys due the City before the City draws on the Franchise performance bond, if applicable;

(d). That the Grantee will be given an opportunity to review the act, default or failure described in the notice with the City Manager or designee.

(2) The Grantee shall replace the Franchise performance bond within fourteen (14) days after written notice from the City Manager or designee that there is a

deficiency in the amount of the Franchise performance bond.

C. Liability. Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

D. Termination. If the Franchise is terminated, or upon expiration or transfer of the Franchise, the City will return the original bond or sign the necessary documentation to release the bond promptly if Grantee does not have any unexpired obligations with respect to right of way work and does not owe funds to the City or is not in default of a material provision of the Franchise.

SECTION 5. REPORTS AND RECORDS

5.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at the Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office, with any travel related expenses incurred in making such inspection paid by the Grantee.

5.2 Confidentiality

Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Grantee that is not providing Internet and broadband data services in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Grantee confidential to the extent permitted by law.

For confidential or proprietary books and records, Grantee shall accommodate the review of these books and records through a Non-Disclosure Agreement negotiated with a City designated third-party consultant. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law. The Grantee shall not be required to provide customer information in violation of applicable federal or state privacy laws. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Cable Network design, customer lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

5.3 Maps and Records Required

Grantee shall provide in a timely manner upon the City's request:

(A) A route map that depicts the general location of the Fiber Optic Cable Network facilities placed in the Right-of-Ways. The route map shall identify Fiber Optic Cable Network facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information Cable Network program.

SECTION 6. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

6.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Right-of-Ways and applicable easements for any facility needed for the maintenance, operation or extension of Grantee's Fiber Optic Cable Network.

6.2 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law.

6.3 Movement of Facilities during Emergencies

During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the problem without disrupting Internet and broadband data services. If after providing notice, there is no immediate response, the City may move Grantee's facilities, and the City may bill the Grantee for the cost, which shall be paid within 90 days. Should the Grantee and the City disagree about any billed costs, both parties agree to work together to resolve the dispute. If no agreement can be reached, either party may pursue appropriate legal action as allowed by law or under the terms of this Franchise.

6.4 One Call

The Grantee shall, at its own expense, participate in the call before you dig program required under State law.

6.5 Permits Required

Prior to doing any work in the Right-of-Way or other public property (which includes any lane closures or traffic control, and excludes installations or general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Grantee shall apply for, and obtain, in advance, appropriate construction permits from the City. As part of the permitting process, the City may impose such conditions as are necessary for protecting any structures in such Right-of-Ways, and for providing for the proper restoration of such Right-of-Ways and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City construction permits.

6.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee may initiate such emergency repairs, and, if necessary, shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

6.7 Compliance with Applicable Codes

(A) City Codes. Grantee shall comply with all applicable City codes regarding the construction and use of the Right-of-Way.

(B) Regulations and Safety Codes. Grantee shall comply with the National Electric Code, National Electrical Safety Code, Occupational Safety and Health Administration (OSHA) standards, and laws and regulations of the State of Washington specifically including RCW 39.04.180 for the construction of trench safety systems.

6.8 Least Interference

Work in the Right-of-Way, or on other public property, shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and City residents. Grantee's Fiber Optic Cable Network shall be constructed and maintained in such a manner as not to interfere with storm sewers, conduit or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Right-of-Way by, or under, the City's authority. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

6.9 Poles & Undergrounding Requirements

The Grantee shall locate its Fiber Optic Cable Network in accordance with Chapter 11.20, Underground Installation of Electric and Communication Lines and Facilities, of the SeaTac Municipal Code (SMC). Except as specifically authorized by waiver of the SMC, Grantee shall not be permitted to erect poles or to run or suspend wires, cables, or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City. Grantee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of the Grantee's aerial facilities to underground installation at the Grantee's expense. Unless otherwise permitted by the City, the Grantee shall underground its Facilities in all future extensions of the cable network and at any location where utilities are currently underground.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, Grantee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in additions to the costs specifically attributable to the undergrounding of Grantee's own Facilities. "Common costs" shall be determined for a project on the basis of the number and size of Grantee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded. The provisions of this Section 6.9 shall survive the

expiration, revocation, or termination of this Franchise. Nothing in this Section 6.9 shall be construed as requiring the City to pay any costs of undergrounding any of the Grantee's facilities.

This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner in conduit, on poles, or other equipment of the City or of any other agency or Person.

6.10 Restoration of Property

(A) If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Fiber Optic Cable Network, the Grantee disturbs, alters, or damages any public property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition equal to or better than the condition existing immediately prior to the disturbance.

(B) Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year, unless a longer period is required by the municipal code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. The Grantee shall pay the City within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment.

6.11 Relocation of Fiber Optic Cable Network Facilities

(A) Relocation at Request of City. Upon thirty (30) days prior written notice to the Grantee, the City shall have the right to require the Grantee to relocate any part of the Fiber Optic Cable Network within the Right-of-Way or on public property when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. In the event of any City capital improvement project which requires the temporary or permanent relocation, removal, replacement, modification or disconnection of the Grantee's facilities or equipment, the City shall provide at least sixty (60) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. Should Grantee fail to relocate, remove, replace, modify or disconnect any such facilities by the date established by the City, the City may effect such relocation, removal, replacement, modification or disconnection, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the Right-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Right-of-Way.

(B) In the case of relocation projects where the City hires a contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity, then the Grantee shall pay to the City the Grantee's portion of trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable

estimation of the Grantee, are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work at its sole cost. The City's contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's facilities in the supplied joint trench.

6.12 Movement of Fiber Optic Cable Network Facilities for Others

If any relocation, removal, replacement, modification or disconnection of the Fiber Optic Cable Network is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s) or any facilities-based entity authorized to provide internet and broadband data services within the franchise area without a franchise granted by the City, Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other Franchise holder or other facilities-based entity operating without a franchise pays for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.

In the event an underground conversion of facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City capital or transportation improvement project, this Franchise shall in no way limit the Grantee's right to recoup all time and material costs associated with the underground conversion of the Fiber Optic Cable Network from the Person responsible for the project.

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

6.13 Tree Trimming

The Grantee shall have the authority to conduct pruning and trimming for access to the Fiber Optic Cable Network facilities in the Right-of-Way. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming. Zayo shall use commercially reasonable efforts to provide advance notice to the record owners of property adjacent to Facilities of Zayo within the Franchise Area where major vegetation removal is planned to be conducted by Zayo.

6.14 Joint Trenching/Boring

To the extent it makes economic sense and subject to applicable safety laws and best engineering practices, Grantee will joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees, and franchisees so as to reduce the number of Right-of-Way cuts within the City.

6.15 Limitations on Future Work

In the event that Grantor reconstructs a roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances.

6.16 Abandonment of Grantee's Facilities

No facility constructed or owned by the Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of the Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

SECTION 7. FRANCHISE VIOLATIONS

7.1 Enforcement Action.

Whenever the City seeks to enforce the Franchise agreement, it shall first provide written notice to the Grantee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise agreement may be modified by written stipulation of the City and Grantee.

(A) Except in case of urgency or public need relating to management of the Public Right-of-Way as reasonably determined by the City, the Grantee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

(1) Contesting it and requesting a meeting to discuss with the City; or

(2) Accepting it and agreeing to cure as requested within time limits specified; or

(3) Requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(B) If the City is not satisfied with the response to the enforcement action, the City shall have the right to issue a Material Notice of Default.

7.2 Material Notice of Default.

(A) The City shall notify the Grantee, in writing, of any alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or

(2) Cure the default; or

(3) Notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City, in writing and in detail, as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged material default within the cure period stated

above, or by the projected completion date under this section, or denies the default and requests a meeting in accordance with this section, or the City orders a meeting in accordance with this section, the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting, in writing, and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists; Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or violation within thirty (30) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

(1) Recommend the revocation of this Franchise pursuant to the procedures in this franchise; or

(2) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

(D) The determination as to whether a material violation of this Franchise has occurred shall be within the discretion of the City. Any such determination by the City must be in writing and must be based upon findings that include Grantee's submissions...

7.3 Revocation.

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

(1) If Grantee fails to cure any material obligation under this Franchise;

(2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or subscribers;

(3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(4) If Grantee willfully misrepresents material facts in the negotiation of this Franchise; or

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection and provide any explanation or cure the alleged default. In the event the City does not receive a timely and satisfactory response from Grantee, it may then, by Ordinance, seek a termination of the Franchise in accordance with this section.

(C) Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is timely filed as allowed by applicable law.

7.4 Termination

If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(A) The City may order the removal of the above-ground Fiber Optic Cable Network facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all rights-of-way and public places in as good a condition as that prevailing prior to Grantee's removal of its equipment and without affecting electrical or telephone wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.

(B) If Grantee fails to complete any removal required by subsection 7.4(A) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the letter of credit, if any, or other surety if Grantee has not paid such amount within the foregoing time period.

7.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the City from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the either party to recover damages, as allowed under applicable law, or to seek and obtain judicial enforcement of either party's obligations, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

SECTION 8. FRANCHISE RENEWAL

Any renewal of this Franchise shall be governed by and comply with applicable federal law, as amended.

SECTION 9. FRANCHISE TRANSFER

Neither the Grantee nor any other Person may transfer the Fiber Optic Cable Network or the Franchise without the prior written notice to the City. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without prior written notice to the City. No notice shall be required, however, for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Fiber Optic Cable Network in order to secure indebtedness, or (2) a transfer to an entity directly or indirectly owned or controlled by Grantee.

SECTION 10. RESERVATION OF RIGHTS IN EVENT OF VACATION

10.1 Vacation of Franchise Area

In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, notify Zayo of proposed vacation and reserve and grant an easement to Zayo for Zayo's existing Facilities of an appropriate size as reasonably requested by Zayo unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation, providing that Zayo provides input to the City within twenty (20) days upon notification of such proposed vacation action.

10.2 Condemnation Rights

The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of Zayo's Facilities within the Franchise Area.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Zayo Group, LLC
1805 29th Street
Boulder, CO 80301
Attention: General Counsel, ZFS

City's address shall be:

City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Attention: City Manager

11.2 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

11.3 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, including hearings contemporaneous with its acceptance of this Franchise.

11.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

11.5 Authority to Amend

This Franchise may be amended at any time by mutual written agreement between the parties.

11.6 Governing Laws and Venue

This Franchise shall be governed, construed and enforced in accordance with applicable federal, state and local laws and any applicable rules, regulations and orders of the FCC, as such now exist, are later amended or subsequently adopted. The venue for any dispute related to this franchise shall be king County, Washington

11.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

11.8 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other. Further, the Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City.

11.9 Cooperation

The parties recognize that it is in their mutual best interests for the Fiber Optic Cable Network to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

11.10 Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same, nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

11.11 Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

11.12 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

11.13 Force Majeure

The Grantee will not be held in violation under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement relating thereto, where such noncompliance or alleged violation occurred or was caused by circumstances reasonably beyond the ability of the Grantee to control. This includes war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages or slowdowns not attributable to Grantee's employees, or power outages exceeding back-up power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Fiber Optic Cable Network is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City.

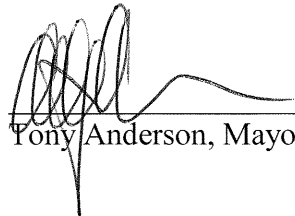
If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

11.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), the court shall determine which party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

ADOPTED this 10th day of December, 2013, and signed in authentication thereof on this 10th day of December, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

(Effective Date: 01/05/14)

STATE OF WASHINGTON)
COUNTY OF KING)

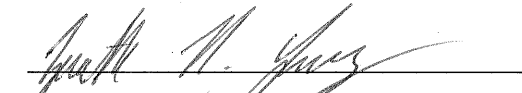
I, Zenetta Young, the duly qualified Acting City Clerk of the City of SeaTac, a Non-charter Code City, situated in the County of King, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 13-1018, an Ordinance of the City of SeaTac, entitled:

ORDINANCE NO. 13-1018

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting Zayo Group, LLC, a Delaware limited liability company, and its successors and assigns, a non-exclusive franchise to construct, maintain, repair, replace, remove, operate and a Fiber Optic cable network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac.

I further certify that said Ordinance No. 13-1018 was: (i) approved by a majority of the entire legislative body of the City of SeaTac, at a regular meeting thereof on the 10th day of December, 2013; and (ii) approved and signed by the Mayor of the City of SeaTac on the 10th day of December, 2013; and (iii) was published on the 16th day of December, 2013; and (iv) was submitted to and reviewed by the City Attorney on the 19th day of November, 2013.

WITNESS my hand and official seal of the City of SeaTac, this 17th day of December, 2013.



Zenetta Young, Acting City Clerk
City of SeaTac, State of Washington



HONORABLE MAYOR AND CITY COUNCIL
CITY OF SEATAC, WASHINGTON

In the matter of the application of Zayo :
Group, LLC, a Delaware Limited : Franchise Ordinance No. 13-1018
Liability Company, and its successors :
and assigns, for a non-exclusive :
franchise to construct, maintain, repair, :
replace, remove, and operate a Fiber :
Optic cable network in, upon, over, :
under, along, across and through the : ACCEPTANCE
franchise area of the City of SeaTac, :
Washington. :

WHEREAS, the City Council of the City of SeaTac, Washington, has granted a franchise to Zayo Group, LLC, a Delaware Limited Liability Company, its successors and assigns, by enacting Ordinance No. 13-1018, bearing the date of December 10th, 2013; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Zayo Group, LLC, on _____, 2013, from said City of SeaTac, King County, Washington.

NOW, THEREFORE, Zayo Group, LLC, a Delaware Limited Liability Company, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this written acceptance, with the City of SeaTac, King County, Washington.

IN TESTIMONY WHEREOF said Zayo Group, LLC has caused this written Acceptance to be executed in its name by its undersigned Gregg Strumberger thereunto duly authorized on this 6th day of January, 2013.

ATTEST:

ZAYO GROUP, LLC

Nicole L. Matthews
Nicole Matthews

By: [Signature]
Name: Gregg Strumberger
Title: General Counsel, ZFTI

Copy received by City of SeaTac
on January 13, 2013¹⁴

By: Janeth N. Young Acting, City Clerk

ORDINANCE NO. 13-1019

An ORDINANCE of the City Council of the City of SeaTac, Washington, amending portions of the City of SeaTac Comprehensive Plan.

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, the City of SeaTac is required to develop and adopt a Comprehensive Plan, which plan is required to include various elements for land use, housing, transportation, capital facilities and utilities, economic development, parks and recreation, and which may include other elements such as, community image, environmental management, and human services; and

WHEREAS, the City adopted its Comprehensive Plan in December, 1994, after study, review, community input and public hearings; and

WHEREAS, the State Growth Management Act (RCW 36.70A.130) requires that each comprehensive land use plan and development regulations be subject to continuing review and evaluation by the county or city that adopted them; and

WHEREAS, the State Growth Management Act provides for amendments to the Comprehensive Plan no more than once per year; and

WHEREAS, the City Council authorized, by Resolution No. 97-001, a process for amending the Comprehensive Plan; and

WHEREAS, it is necessary to update the Comprehensive Plan Land use Plan Map and other sections of the Comprehensive Plan as identified through public process; and

WHEREAS, procedures for amending the Plan have been implemented in 2013, including efforts to solicit public input, acceptance of proposals for Comprehensive Plan amendments, evaluation according to preliminary and final criteria; and

WHEREAS, the environmental impacts of the proposed amendments have been assessed, and a Determination of Nonsignificance, File No. SEP13-0005, was issued August 19, 2013; and

WHEREAS, after a public hearing on October 15, 2013 to consider proposed amendments to the Comprehensive Plan, the Planning Commission recommended adoption of proposed amendments to the Comprehensive Plan, and made its recommendation to the City Council; and

WHEREAS, after consideration of testimony received at the Public Hearing, the Department of Community and Economic Development has recommended to the City Council adoption of the proposed amendments to the Comprehensive Plan as shown in the Final Docket Staff Report; and

WHEREAS, copies of these proposed amendments were filed with the Washington Department of Commerce not less than sixty days prior to final action, pursuant to RCW 36.70A.106 and WAC 365-195-620; and

WHEREAS, all of the foregoing recitals are deemed by the City Council to be findings of fact;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN as follows:

Section 1. The City of SeaTac Comprehensive Plan, adopted on December 20, 1994, and amended annually in subsequent years, is hereby amended as set forth in Exhibit A. A copy of the amendments shall be maintained on file with the Office of the City Clerk for public inspection.

Section 2. The City Clerk is directed to transmit a complete and accurate copy of this Ordinance to the Washington Department of Commerce, Growth Management Services Division within ten days after final adoption, pursuant to RCW 36.70A.106 and WAC

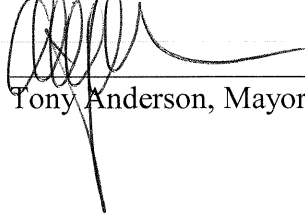
365-195-620. The City Clerk is also directed to transmit a complete and accurate copy of this Ordinance to the Puget Sound Regional Council (PSRC), pursuant to RCW 36.70A.100 and RCW 36.70A.210. The Clerk is further directed to transmit a copy of this Ordinance, together with copies of other Ordinances amending development regulations adopted within the preceding twelve months, to the King County Assessor by the ensuing 31st day of July, pursuant to RCW 35A.63.260.

Section 3. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances shall not be affected.

Section 4. This Ordinance shall be in full force and effect five (5) days after passage and publication.

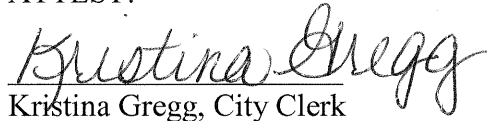
ADOPTED this 10th day of December, 2013 and signed in authentication thereof this 10th day of December, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 12/21/13]

[2013 Comprehensive Plan Amendments]

Exhibit A

2013 Comprehensive Plan Amendments

Map Amendment A-1

(Not Recommended for Adoption
Not Included)

Map Amendment A-2

(Withdrawn by Applicant – Not Included)

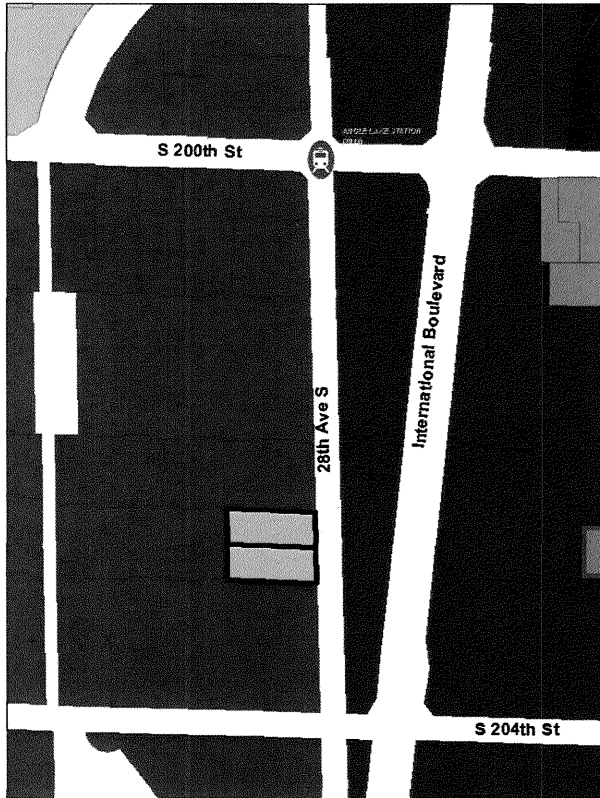
Map Amendment A-3



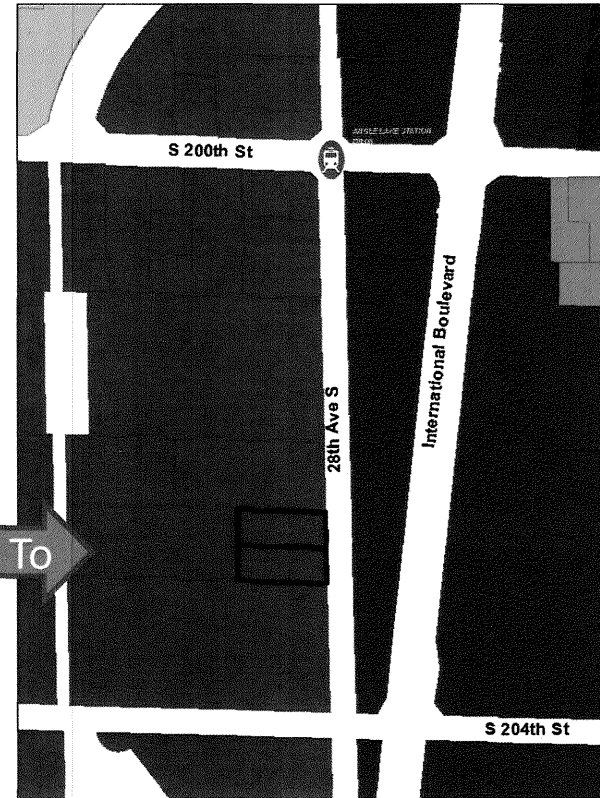
Map Amendment A-3

Existing Comprehensive Plan:
Airport




Proposed Comprehensive Plan:
Aviation business Center (ABC)






Change To



Comprehensive Plan

-  Subject Parcels
-  Residential High Density
-  Residential High Mixed Use

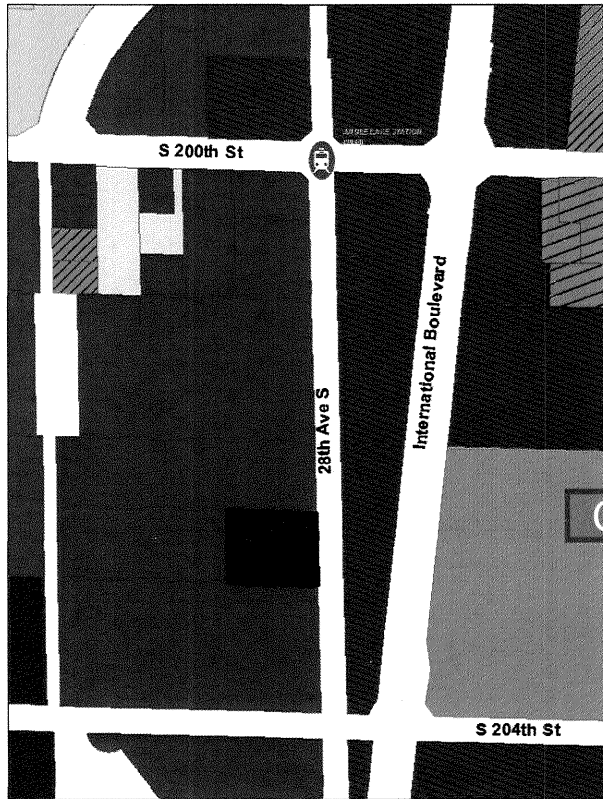
-  Commercial High Density
-  Aviation Business Center
-  Airport



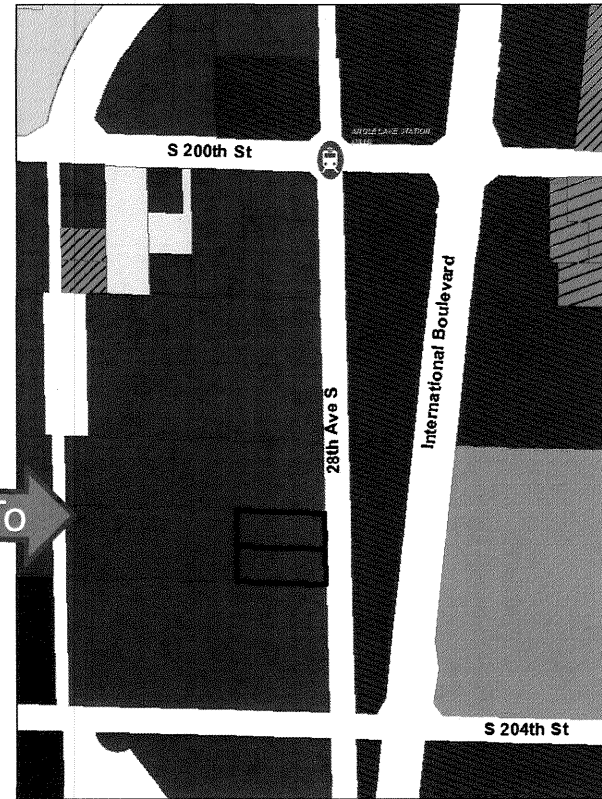
Map Amendment A-3

Existing Zoning:
Mobile Home Park (MHP)




Proposed Future Zoning:
Aviation business Center (ABC)







Change To



Zoning





-  Subject Parcels
-  UL-7,200
-  UH-1,800
-  UH-900
-  Mobile Home Park (MHP)

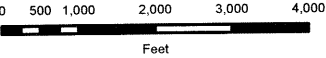
-  Community Business-Urban Center (CB-C)
-  Aviation Business Center (ABC)
-  Aviation Operations (AVO)
-  Industrial (I)

Map Amendment B-1

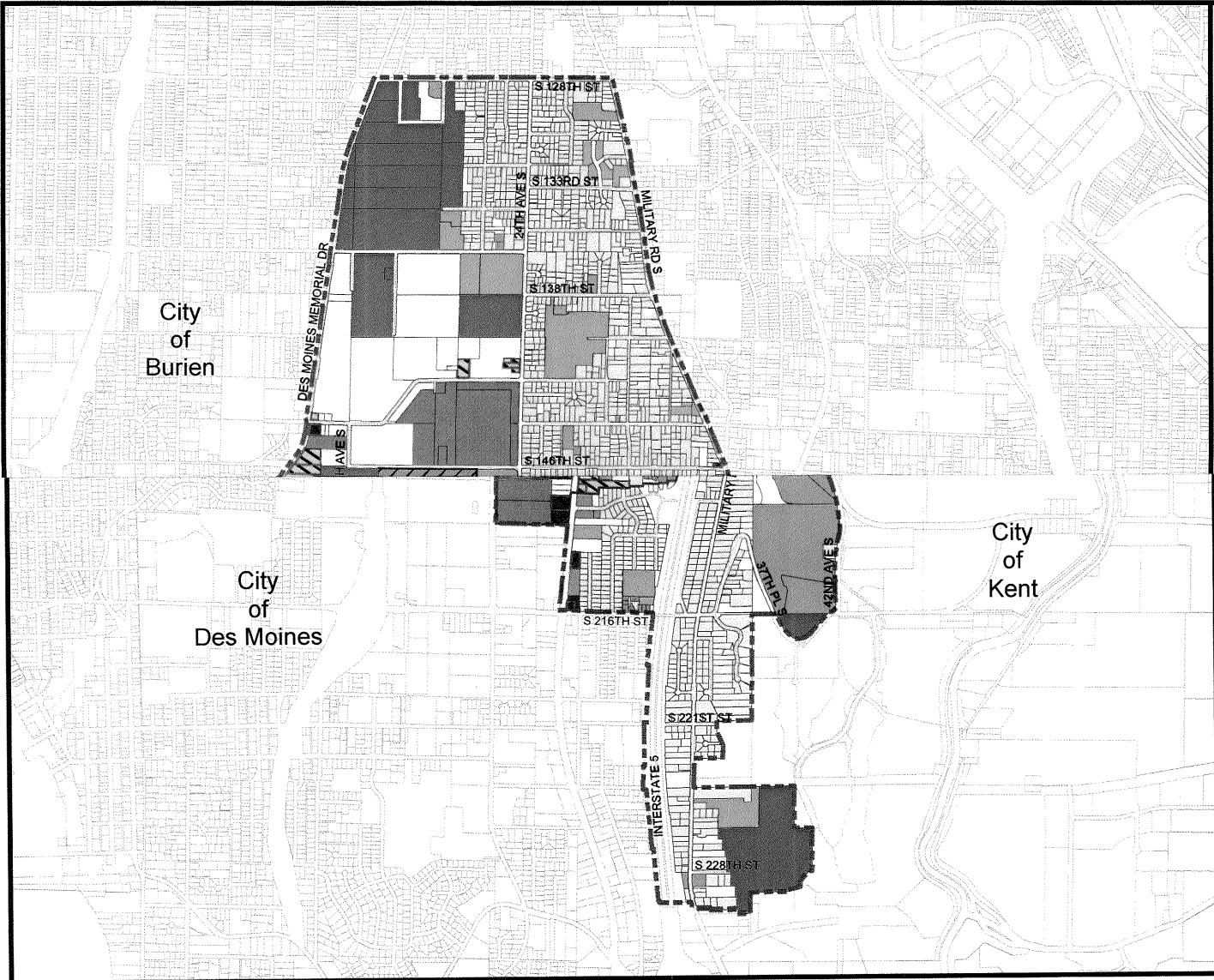
CITY OF SEATAC Existing Land Use

Land Use Classifications:

-  Agriculture
-  Airport
-  Airport Transition
-  Commercial Parking/



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 No warranty is expressed or implied as to accuracy, completeness,
 or fitness for any specific use. Not to be used for purposes of legal
 description or definition. Not a substitute for a professional survey.
 Requestor is solely liable for the accuracy and lawful use of this data.
 Date of preparation: November 2003
 Revised: May 2013



Map Amendment B-2

(Withdrawn: anticipated information updating wetland features not completed by developer as expected)

Text Amendment T-1

EXISTING LAND USE PATTERNS

Text Amendment T-1

Land uses in SeaTac reflect the general range of land uses that are found in an urban environment, such as residential, commercial and industrial development. Several prominent features of the study area include Sea-Tac International Airport, Angle and Bow Lakes and the several highways and major arterials that intersect SeaTac.

The City of SeaTac currently contains 8,072 acres, or 12.6 square miles, of land within its borders (this includes all streets, roads, highways, and other rights-of-way not shown in figures A1.1 and A1.2). As shown in Figures A1.1 and A1.2 below, this land acreage consists primarily of airport-related, single-family residential, and commercial/retail land uses. The percentages cited below are based on a SeaTac acreage subtotal (5,492 ~~5,443~~ acres) that excludes rights-of-way from the total amount. If included into the percentage breakdowns, rights-of-way would be among the single largest land use category with 2,580 ~~2,629~~ acres (32% of the total land area). Map 1.4 illustrates the existing land use distribution in the City.

Figure A1.1
Land Use Summary Chart
[NEW 2013 Chart]

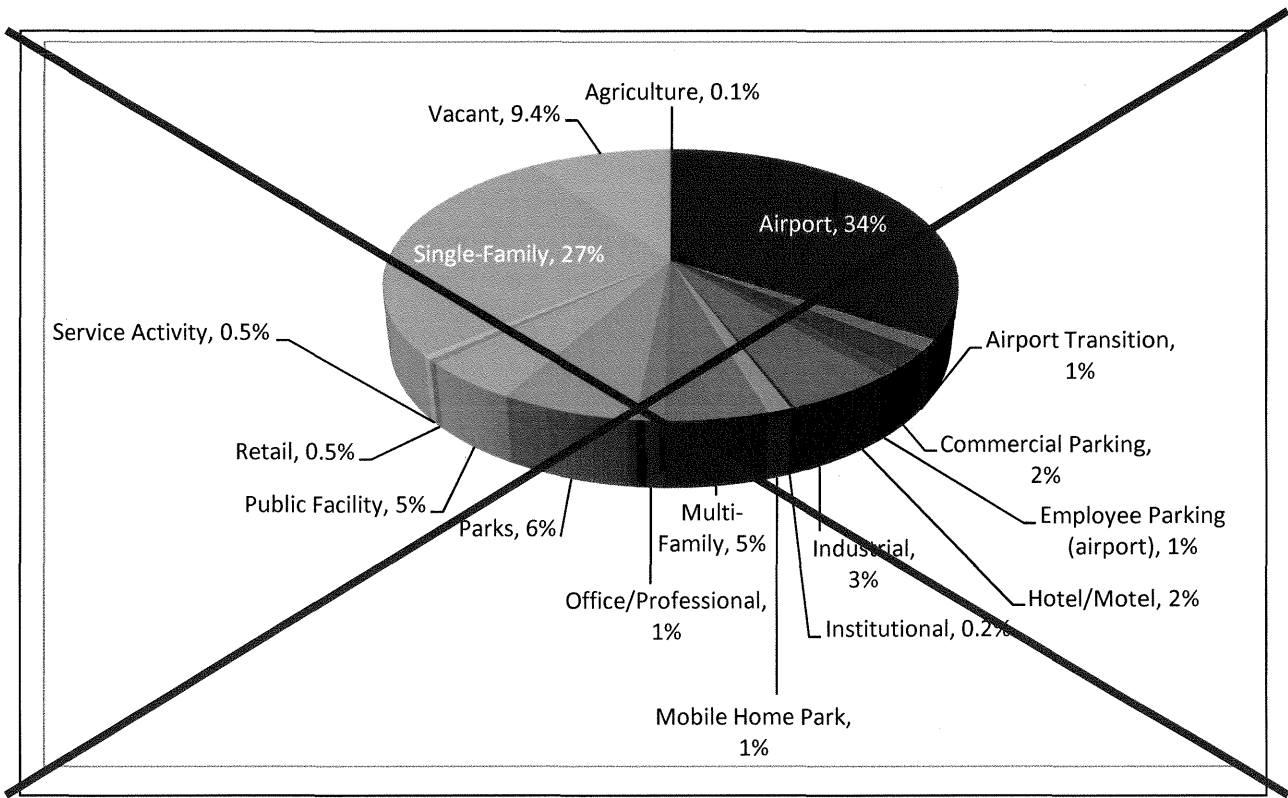
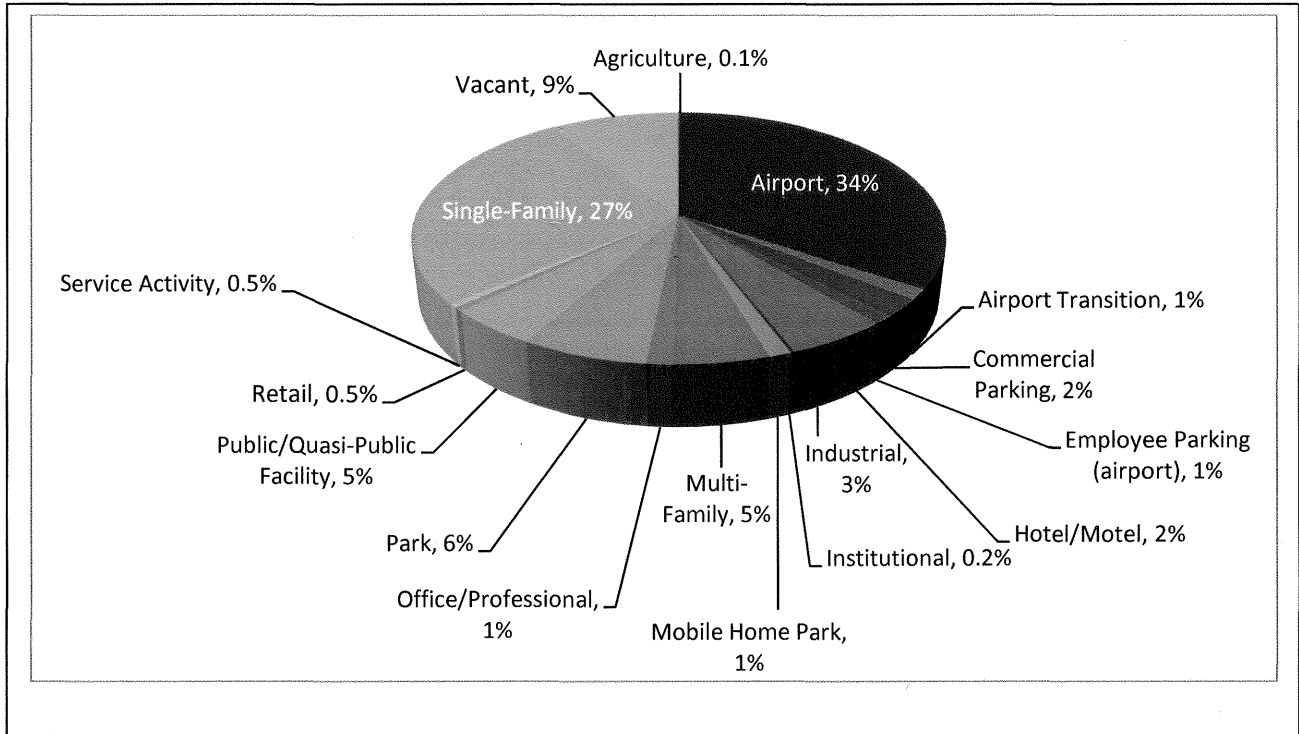


Figure A1.2
Land Use Summary Tab
 The existing land use categories are described below.
[NEW 2013 Table]

Land Use	Square Feet	Acres	Percent of Total
Agriculture	351,530	8	0.1%
Airport	80,873,455	1,857	34%
Airport Transition	3,091,908	71	1%
Commercial Parking/Auto Rental/Sales	5,363,200	123	2%
Employee Parking (airport)	2,261,600	52	1%
Hotel/Motel	5,067,280	116	2%
Industrial	7,488,869	172	3%
Institutional	414,200	10	0.2%
Mobile Home Park	2,671,132	61	1%
Multi-Family	11,875,533	273	5%
Office/Professional	3,043,837	70	1%
Open Space/Park/Recreation	15,381,745	353	6%
Public/Quasi-Public Facility	11,895,952	273	5%
Retail	1,230,189	28	0.5%
Service Activity	1,080,461	25	0.5%
Single-Family	63,611,881	1,460	27%
Vacant	23,530,243	540	10%
Total	239,233,015	5,492	100%

<u>Land Use</u>	<u>Square Feet</u>	<u>Acres</u>	<u>Percent of Total</u>
<u>Agriculture</u>	<u>351,530</u>	<u>8</u>	<u>0.1%</u>
<u>Airport</u>	<u>80,873,455</u>	<u>1,857</u>	<u>34%</u>
<u>Airport Transition</u>	<u>3,091,908</u>	<u>71</u>	<u>1%</u>
<u>Commercial Parking/Auto Rental/Sales</u>	<u>5,386,700</u>	<u>124</u>	<u>2%</u>
<u>Employee Parking (airport)</u>	<u>2,261,600</u>	<u>52</u>	<u>1%</u>
<u>Hotel/Motel</u>	<u>5,078,516</u>	<u>117</u>	<u>2%</u>
<u>Industrial</u>	<u>7,513,658</u>	<u>172</u>	<u>3%</u>
<u>Institutional</u>	<u>414,200</u>	<u>10</u>	<u>0.2%</u>
<u>Mobile Home Park</u>	<u>2,671,132</u>	<u>61</u>	<u>1%</u>
<u>Multi-Family</u>	<u>11,533,646</u>	<u>267</u>	<u>5%</u>
<u>Office/Professional</u>	<u>3,046,252</u>	<u>70</u>	<u>1%</u>
<u>Open Space/Park/Recreation</u>	<u>15,382,541</u>	<u>353</u>	<u>6%</u>
<u>Public/Quasi-Public Facility</u>	<u>11,263,607</u>	<u>259</u>	<u>5%</u>
<u>Retail</u>	<u>1,222,759</u>	<u>28</u>	<u>0.5%</u>
<u>Service Activity</u>	<u>1,080,448</u>	<u>25</u>	<u>0.5%</u>
<u>Single-Family</u>	<u>63,517,768</u>	<u>1,458</u>	<u>27%</u>
<u>Vacant</u>	<u>22,309,016</u>	<u>512</u>	<u>9%</u>
<u>Total</u>	<u>237,098,746</u>	<u>5,443</u>	<u>100%</u>

RESIDENTIAL LAND USES

A majority (53 percent) of SeaTac's residential units are **single-family** homes (2013 Washington Office of Financial Management). In fact, 27 percent (1,460 ~~1,458~~-acres) of the City's acreage is single-family residential. This situation represents the area's historic development trend, which initially was focused primarily on residential and agricultural land uses. It wasn't until the construction of S.R. 99 and, later, Seattle-Tacoma International Airport, that significant commercial development started to appear within the community.

Much of the newer residential development in SeaTac has been **multi-family** in nature, although single family residential development continues through short platting and individual home construction. Recent multi-family developments including the 55-unit Sunset Station, 3351 S 176th St., completed in 2007, and the 90-unit Viewpoint Apartments, 21428 International Boulevard, completed in 2011. ~~an 80-unit senior housing facility at 4040 S. 188th St, completed in 2004.~~ While there are pockets of multiple family housing in numerous sections of the City, two areas of major concentration are located in the vicinity of:

- A. S. 176th and S. 180th Streets between 32nd and 38th Avenues South; and
- B. S. 204th and 211th Streets between International Boulevard and I-5.

Multi-family development consumes less land per housing unit than single-family housing. For example, multi-family residential units make up 40 percent of the total residential units in SeaTac, but only consume 5 percent of the City's area and 15 percent of the residentially used land.

SeaTac has a relatively large number of **mobile homes** (~~544~~ 543-units), which make up 5 percent of the City's housing units. Most of the mobile homes are located in mobile home parks, which include the following (Data are from the City's 2012 OFM Housing Unit and Population Estimate Report):

- Bow Lake Mobile Home Park 408 ~~407~~-Units
18030 32nd Avenue S.
- Firs Mobile Home Park 73 Units
20440 International Boulevard
- Angle Lake Mobile Home Park 63 Units
2916 S. 200th Street

The last of the mobile home parks west of International Boulevard were closed in January of 2010. The three mobile home parks listed above are located east of International Boulevard and are outside of the 65+ Ldn noise impact contour areas, and therefore are not subject to FAA noise insulation requirements.

Text Amendment T-2

(Withdrawn: updates to Capital Facilities Plan not proposed due to biennial budget process)

ORDINANCE NO. 13-1020

ORDINANCE SETTING MINIMUM EMPLOYMENT STANDARDS FOR HOSPITALITY
AND TRANSPORTATION INDUSTRY EMPLOYERS

Section 1. Findings. The following measures are necessary in order to ensure that, to the extent reasonably practicable, all people employed in the hospitality and transportation industries in SeaTac have good wages, job security and paid sick and safe time.

Section 2. That a new Chapter, 7.45, be added to the SeaTac Municipal Code to read as follows:

**7.45 MINIMUM EMPLOYMENT STANDARDS FOR HOSPITALITY AND
TRANSPORTATION INDUSTRY EMPLOYERS**

7.45.010 Definitions

As used in this Chapter, the following terms shall have the following meaning:

- A. "City" means the City of SeaTac.
- B. "Compensation" includes any wages, tips, bonuses, and other payments reported as taxable income from the employment by or for a Covered Worker.
- C. "Covered Worker" means any individual who is either a Hospitality Worker or a Transportation Worker.
- D. "Hospitality Employer" means a person who operates within the City any Hotel that has one hundred (100) or more guest rooms and thirty (30) or more workers or who operates any institutional foodservice or retail operation employing ten (10) or more nonmanagerial, nonsupervisory employees. This shall include any person who employs others providing services for customers on the aforementioned premises, such as a temporary agency or subcontractor.
- E. "Hospitality Worker" means any nonmanagerial, nonsupervisory individual employed by a Hospitality Employer.
- F. "Hotel" means a building that is used for temporary lodging and other related services for the public, and also includes any contracted, leased, or sublet premises connected to or operated in conjunction with such building's purpose (such as a restaurant, bar or spa) or providing services at such building.
- G. "Institutional foodservice or retail" is defined as foodservice or retail provided in public facilities, corporate cafeterias, conference centers and meeting facilities, but does not include preparation of food or beverage to be served in-flight by an airline. Restaurants or retail

Note: "Ordinance by vote of the people," cannot be repealed or amended except by a vote of the people.

operations that are not located within a hotel, public facility, corporate cafeteria, conference facility or meeting facility are not considered a hospitality employer for the purpose of this Chapter.

H. “*Person*” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, or any other legal or commercial entity, whether domestic or foreign, other than a government agency.

I. “*Predecessor Employer*” means the Hospitality or Transportation Employer that provided substantially similar services within the City prior to the Successor Employer.

J. “*Retention Employee*” means any Covered Worker who:

1) was employed by a Predecessor Employer for at least 30 workdays; and

2) was either:

a) laid off or discharged for lack of work due to the closure or reduction of a Hospitality or Transportation Employer’s operation during the preceding two years; or

b) is reasonably identifiable as a worker who is going to lose his/her job due to the closure or reduction of the Hospitality or Transportation Employer’s operation within the next 6 months.

K. “*Service charge*” is defined as set forth in RCW 49.46.160(2)(c).

L. “*Successor Employer*” means the new Hospitality or Transportation Employer that succeeds the Predecessor Employer in the provision of substantially similar services within the City.

M. “*Transportation Employer*” means:

1) A person, excluding a certificated air carrier performing services for itself, who:

a) operates or provides within the City any of the following: any curbside passenger check-in services; baggage check services; wheelchair escort services; baggage handling; cargo handling; rental luggage cart services; aircraft interior cleaning; aircraft carpet cleaning; aircraft washing and cleaning; aviation ground support equipment washing and cleaning; aircraft water or lavatory services; aircraft fueling; ground transportation management; or any janitorial and custodial services, facility maintenance services, security services, or customer service

performed in any facility where any of the services listed in this paragraph are also performed; and

b) employs twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that service.

2) A transportation employer also includes any person who:

a) operates or provides rental car services utilizing or operating a fleet of more than one hundred (100) cars; shuttle transportation utilizing or operating a fleet of more than ten (10) vans or buses; or parking lot management controlling more than one hundred (100) parking spaces; and

b) employs twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that operation.

N. “*Transportation Worker*” means any nonmanagerial, nonsupervisory individual employed by a Transportation Employer.

O. “*Tips*” mean any tip, gratuity, money, or part of any tip, gratuity, or money that has been paid or given to or left for a Covered Worker by customers over and above the actual amount due for services rendered or for goods, food, drink, or articles sold or served to the customer.

7.45.020 Paid Leave For Sick and Safe Time

Each Hospitality or Transportation Employer shall pay every Covered Worker paid leave for sick and safe time out of the employer's general assets as follows:

A. A Covered Worker shall accrue at least one hour of paid sick and safe time for every 40 hours worked as an employee of a Hospitality Employer or Transportation Employer. The Covered Worker is entitled to use any accrued hours of compensated time as soon as those hours have accrued.

B. The Covered Worker need not present certification of illness to claim compensated sick and safe time, provided that such Covered Worker has accrued the requested hours of compensated time at the time of the request. A Covered Worker shall be paid his or her normal hourly compensation for each compensated hour off.

C. The Covered Worker shall not be disciplined or retaliated against for use of accrued paid sick and safe time. This includes a prohibition on any absence control policy that counts earned sick and safe time as an absence that may lead to or result in discipline against the Covered Worker.

D. If any Covered Worker has not utilized all of his or her accrued compensated time by the end of any calendar year, the Hospitality Employer or Transportation Employer shall pay this worker a lump sum payment at the end of the calendar year equivalent to the compensation due for any unused compensated time.

E. Accrued paid sick time shall be provided to a Covered Worker by a Hospitality Employer or Transportation Employer for the following reasons:

- 1) An absence resulting from a Covered Worker's mental or physical illness, injury or health condition; to accommodate the Covered Worker's need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or a Covered Worker's need for preventive medical care;

- 2) To allow the Covered Worker to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care.

F. Accrued paid safe time shall be provided to a Covered Worker by a Hospitality Employer or Transportation Employer for the following reasons:

- 1) When the Covered Worker's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;

- 2) To accommodate the Covered Worker's need to care for a child whose school or place of care has been closed by order of a public official for such a reason;

- 3) For any of the following reasons related to domestic violence, sexual assault, or stalking, as set forth in RCW 49.76.030:

- a) To enable the Covered Worker to seek legal or law enforcement assistance or remedies to ensure the health and safety of the Covered Worker or the Covered Worker's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

- b) To enable the Covered Worker to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the Covered Worker's family member;

c) To enable the Covered Worker to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

d) To enable the Covered Worker to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the Covered Worker or the Covered Worker's family member was a victim of domestic violence, sexual assault, or stalking; or

e) To enable the Covered Worker to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Covered Worker or Covered Worker's family members from future domestic violence, sexual assault, or stalking.

7.45.030 Promoting Full-Time Employment

If a Hospitality or Transportation Employer has additional hours of work to provide in job positions held by Covered Workers, then it shall offer those hours of work first to existing qualified part-time employees before hiring additional part-time employees or subcontractors.

7.45.040 Require That Service Charges and Tips Go To Those Performing The Service

A. Any service charge imposed on customers of, or tips received by employees of, a Hospitality Employer shall be retained by or paid to the nonmanagerial, nonsupervisory Hospitality or Transportation Workers who perform services for the customers from whom the tips are received or the service charges are collected.

B. The amounts received from tips or service charges shall be allocated among the workers who performed these services equitably; and specifically:

1) Amounts collected for banquets or catered meetings shall be paid to the worker(s) who actually work with the guests at the banquet or catered meeting; and

2) Amounts collected for room service shall be paid to the worker(s) who actually deliver food and beverage associated with the charge; and

3) Amounts collected for portage service shall be paid to the worker(s) who actually carry the baggage associated with the charge.

7.45.050 Establishing A Living Wage For Hospitality Workers and Transportation Workers

A. Each Hospitality Employer and Transportation Employer shall pay Covered Workers a living wage of not less than the hourly rates set forth in this section. The rate upon enactment shall be fifteen dollars (\$15.00) per hour worked.

B. On January 1, 2015, and on each following January 1, this living wage shall be adjusted to maintain employee purchasing power by increasing the current year's wage rate by the rate of inflation. The increase in the living wage rate shall be calculated to the nearest cent using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index, for the twelve months prior to each September 1st as calculated by the United States department of labor. The declaration of the Washington State Department of Labor and Industries each September 30 regarding the rate by which Washington State's minimum wage rate is to be increased effective the following January 1, pursuant to RCW 49.46.020(4)(b), shall be the authoritative determination of the rate of increase to be applied for purposes of this provision.

C. The City Manager shall publish a bulletin by October 15 of each year announcing the adjusted rates. Such bulletin will be made available to all Hospitality Employers and Transportation Employers and to any other person who has filed with the City Manager a request to receive such notice but lack of notice shall not excuse noncompliance with this section.

D. Each Hospitality Employer and Transportation Employer shall provide written notification of the rate adjustments to each of its workers and make the necessary payroll adjustments by January 1 following the publication of the bulletin. Tips, gratuities, service charges and commissions shall not be credited as being any part of or be offset against the wage rates required by this Chapter.

7.45.060 Setting Additional Labor Standards for City Hospitality Workers and Transportation Workers

A. Notice to Employees. No less than 60 days prior to the termination of a Predecessor Employer's contract, the Predecessor Employer shall notify all Retention Employees in writing that they have been placed on a qualified displaced worker list and that the Successor Employer may be required to offer him/her continued employment. The notice shall include, if known, the name, address, and contact information of the Successor Employer. A copy of this notice, along with a copy of the qualified displaced worker list, shall also be sent to the City Manager.

B. Retention Offer. Except as otherwise provided herein, the Successor Employer shall offer employment to all qualified Retention Employees. A Successor Employer who is a Hospitality Employer shall, before hiring off the street or transferring workers from elsewhere, offer employment to all qualified retention employees of any predecessor employer that has

provided similar services at the same facility. If the Successor Employer does not have enough positions available for all qualified Retention Employees, the Successor Employer shall hire the Retention Employees by seniority within each job classification. For any additional positions which become available during the initial ninety-day period of the new contract, the Successor Employer will hire qualified Retention Employees by seniority within each job classification.

C. Retention Period. A Successor Employer shall not discharge a Retention Employee without just cause during the initial ninety-day period of his/her employment.

D. An employee is "qualified" within the meaning of this Section if he/she has performed similar work in the past (and was not discharged for incompetence) or can reasonably be trained for the duties of a position through an amount of training not in excess of the training that has been provided by the employer to workers hired off the street.

E. The requirements of this Chapter shall not be construed to require any Hospitality Employer or Transportation Employer to offer overtime work paid at a premium rate nor to constrain any Hospitality Employer or Transportation Employer from offering such work.

7.45.070 Employee Work Environment Reporting Requirement

A. Hospitality Employers and Transportation Employers shall retain records documenting hours worked, paid sick and safe time taken by Covered Workers, and wages and benefits provided to each such employee, for a period of two years, and shall allow the City Manager or designee access to such records, with appropriate notice and at a mutually agreeable time, to investigate potential violations and to monitor compliance with the requirements of this Chapter.

B. Hospitality Employers and Transportation Employers shall not be required to modify their recordkeeping policies to comply with this Chapter, as long as records reasonably indicate the hours worked by Covered Workers, accrued paid sick and safe time, paid sick and safe time taken, and the wages and benefits provided to each such Covered Worker. When an issue arises as to the amount of accrued paid sick time and/or paid safe time available to a Covered Worker under this chapter, if the Hospitality Employers and Transportation Employers does not maintain or retain adequate records documenting hours worked by the Covered Worker and paid sick and safe time taken by the Covered Worker, it shall be presumed that the Hospitality Employers and Transportation Employers has violated this chapter.

C. Records and documents relating to medical certifications, re-certifications or medical histories of Covered Worker or Covered Workers' family members, created for purposes of this chapter, are required to be maintained as confidential medical records in separate files/records from the usual personnel files. If the Americans with Disabilities Act (ADA) and/or the Washington Law Against Discrimination (WLAD) apply, then these records must comply with the ADA and WLAD confidentiality requirements.

7.45.080 Waivers

The provisions of this Chapter may not be waived by agreement between an individual Covered Worker and a Hospitality or Transportation Employer. All of the provisions of this Chapter, or any part hereof, including the employee work environment reporting requirement set forth herein, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any part of the provisions of this chapter.

7.45.090 Prohibiting Retaliation Against Covered Workers For Exercising Their Lawful Rights

A. It shall be a violation for a Hospitality Employer or Transportation Employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter.

B. It shall be a violation for a Hospitality Employer or Transportation Employer to take adverse action or to discriminate against a Covered Worker because the Covered Worker has exercised in good faith the rights protected under this Chapter. Such rights include but are not limited to the right to file a complaint with any entity or agency about any Hospitality Employer's or Transportation Employer's alleged violation of this chapter; the right to inform his or her employer, union or other organization and/or legal counsel about a Hospitality Employer's or Transportation Employer's alleged violation of this section; the right to cooperate in any investigation of alleged violations of this chapter; the right to oppose any policy, practice, or act that is unlawful under this section; and the right to inform other Covered Workers of their rights under this section. No Covered Worker's compensation or benefits may be reduced in response to this Chapter or the pendency thereof.

C. The protections afforded under subsection B shall apply to any person who mistakenly but in good faith alleges violations of this Chapter.

7.45.100 Enforcement of Chapter

A. Any person claiming violation of this chapter may bring an action against the employer in King County Superior Court to enforce the provisions of this Chapter and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including but not limited to lost compensation for all Covered Workers impacted by the violation(s), damages, reinstatement and injunctive relief. A plaintiff who prevails in any action to enforce this Chapter shall be awarded his or her reasonable attorney's fees and expenses.

B. The City shall adopt auditing procedures sufficient to monitor and ensure compliance by Hospitality Employers and Transportation Employers with the requirements of this Chapter. Complaints that any provision of this Chapter has been violated may also be presented to the City Attorney, who is hereby authorized to investigate and, if it deems appropriate, initiate legal or other action to remedy any violation of this chapter; however, the City Attorney is not obligated to expend any funds or resources in the pursuit of such a remedy.

C. Nothing herein shall be construed to preclude existing remedies for enforcement of Municipal Code Chapters.

7.45.110 Exceptions

The requirements of this Chapter shall not apply where and to the extent that state or federal law or regulations preclude their applicability. To the extent that state or federal law or regulations require the consent of another legal entity, such as a municipality, port district, or county, prior to becoming effective, the City Manager is directed to formally and publicly request that such consent be given.

Section 3. That the effective date of this Ordinance shall be January 1, 2014.

Section 4. The Code Reviser is authorized to change the numbering and formatting this Ordinance to conform with the SeaTac Municipal Code codification in a manner that is consistent with the intent and language of this Ordinance.

Section 5. Severability. If any provision of this Ordinance is declared illegal, invalid or inoperative, in whole or in part, or as applied to any particular Hospitality or Transportation Employer and/or in any particular circumstance, by the final decision of any court of competent jurisdiction, then all portions and applications of this Ordinance not declared illegal, invalid or inoperative, shall remain in full force or effect to the maximum extent permissible under law.