



City of SeaTac

Council Study Session Agenda

May 28, 2013
4:00 PM

City Hall
Council Chambers

CALL TO ORDER:

PUBLIC COMMENTS (related to the agenda items listed below): (Speakers must sign up prior to the meeting. Public Comments shall be limited to a total of ten minutes with individual comments limited to three minutes and a representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. However, the Mayor or designee may reduce equally the amount of time each speaker may comment so that the total public comment time does not exceed ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

1. **Agenda Bill #3519; A Motion authorizing the City Manager to enter into a Construction Agreement with Puget Sound Energy for the Military Road South Improvements (10 minutes)**
By: Assistant City Engineer Florendo Cabudol
2. **Agenda Bill #3512; A Resolution adopting the Ten-Year Transportation Improvement Program for 2014-2023 (10 minutes)**
By: City Engineer Susan Sanderson
3. **Agenda Bill #3518; A Motion accepting Sound Transit's offer to purchase an Access Easement and authorizing the City Manager to execute the easement document (10 minutes)**
By: City Engineer Susan Sanderson
4. **Agenda Bill #3521; A Resolution authorizing a Local Agency Agreement with Washington State Department of Transportation for federal aid funding of the South 188th Street Overlay Project and any subsequent documents related to the agreement (10 minutes)**
By: City Engineer Susan Sanderson
5. **Agenda Bill #3517; An Ordinance amending the SeaTac Municipal Code related to Buildings and Construction (20 minutes)**
By: Building Services Manager Gary Schenk
6. **PRESENTATIONS:**
 - **Public Safety Statistics (10 minutes)**
By: Police Chief Lisa Mulligan

EXECUTIVE SESSION: Review the Performance of a Public Employee (*RCW 42.30.110 [1] [g]*) (15 minutes)

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

May 28, 2013

6:30 PM

City Hall
Council Chambers

(Note: The agenda numbering is continued from the Council Study Session [CSS].)

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE:

PUBLIC COMMENTS: (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

6. PRESENTATIONS (Continued):

● **Introduction of new City employees: Police Chief Lisa Mulligan, Code Compliance Coordinator Meghan McKnight, and Records Management Coordinator Frieda Cramer (5 minutes)**

By: City Manager Todd Cutts

● **Somali Community Services Coalition (5 minutes)**

By: Executive Director Ahmed Jama

● **4th of July Update and Recognition of Sponsor Master Park (5 minutes)**

By: Parks and Recreation Director Kit Ledbetter

7. CONSENT AGENDA:

● **Approval of claims vouchers** (check nos. 102985 - 103198) in the amount of \$774,933.30 for the period ended May 23, 2013.

● **Approval of claims vouchers** (check nos. 103199 - 103203) in the amount of \$2,993.12 for the period ended May 24, 2013.

● **Approval of payroll vouchers** (check nos. 51440 – 51467) in the amount of \$197,749.83 for the period ended May 15, 2013.

● **Approval of payroll electronic fund transfers** (check nos. 76959 – 77144) in the amount of \$400,945.12 for the period ended May 15, 2013.

● **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$80,592.80 for the period ended May 15, 2013.

● **Summary of Donation \$500 or Greater** for the period ended May 15, 2013.

Approval of Council Meeting Minutes:

● **Council Study Session** held April 9, 2013

● **Regular Council Meeting** held April 23, 2013

● **Regular Council Meeting** held May 14, 2013

Agenda Items reviewed at the May 14, 2013 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3503; A Motion authorizing the purchase of the Department of Transportation property currently leased for parking at City Hall

PUBLIC COMMENTS (related to Action Items and Unfinished Business): (Individual comments shall be limited to one minute and group comments shall be limited to two minutes.)

ACTION ITEM:

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COUNCIL COMMENTS:

EXECUTIVE SESSION:

ADJOURN:


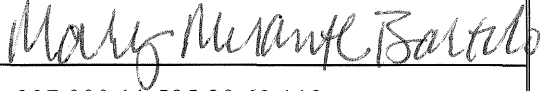


SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: **3519**

TITLE: A Motion authorizing the City Manager to enter into a Construction Agreement with Puget Sound Energy for the Military Road South Improvements.

May 21, 2013	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>6/11/13 RCM</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>5/28/13 CSS</u>	
Prepared By: <u>Florendo Cabudol, Assistant City Engineer</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>307.000.11.595.30.63.112</u>
City Manager: <u></u>	Applicable Fund Name: <u>Transportation CIP (307)</u>

MK
154

SUMMARY: This Motion authorizes the City Manager to execute a Schedule 74 Construction Agreement for the underground conversion of overhead power distribution lines as part of the Military Road South Improvements.

DISCUSSION / ANALYSIS / ISSUES: The proposed scope of improvements to Military Road South, from South 176th Street to South 166th Street, includes relocating the existing aerial utilities underground. Puget Sound Energy (PSE) currently owns and operates both transmission and distribution electric lines within the Military Road South Right-of-Way (ROW). It is not feasible to relocate the transmission lines, and they will remain overhead. On May 22, 2012, Council authorized the City Manager to execute a Schedule 74 Project Design Agreement with PSE. PSE has completed the design of the conversion and has prepared the attached proposed Schedule 74 Construction Agreement. The scope of work described in the construction agreement includes replacing PSE's existing overhead electrical distribution system with an underground system. A detailed scope of work is attached as Exhibit A to the Schedule 74 Construction Agreement. The construction agreement is in the form that was negotiated by the cities and approved by the Washington Utilities and Transportation Commission.

RECOMMENDATION(S): It is recommended the City Council authorize the City Manager to execute the utility agreement, substantially in the form attached.

FISCAL IMPACT: The total cost of the underground electric conversion including design, easements, construction, and inspection are shared in accordance with the terms of Schedule 74 of Electric Tariff G. The City's share is 40% and PSE's share is 60% for furnishing and installation of materials related to the underground conversion. The City's share of the undergrounding costs is estimated to be \$873,500. Payment for the undergrounding costs will likely begin in 2013 and continue through the duration of the project. In addition, the City is responsible for all costs associated with the trenching, backfilling, and surface restoration for this work. Those trenching costs would be included in the construction contract for the Military Road South Improvements, which will be presented to the Council for approval later this year.

ALTERNATIVE(S): Do not enter into the attached agreement and do not underground the existing overhead utility lines; however, it is the City's practice to underground overhead utility lines in conjunction with arterial roadway improvements projects.

ATTACHMENTS: Schedule 74 Construction Agreement

EXHIBIT A

Plans and Specifications

Plans and Specifications are available for review in the City Clerk's Office

EXHIBIT B

Construction Agreement

SCHEDULE 74 UNDERGROUND CONVERSION

Project Construction Agreement

Project Name: City of SeaTac Military Rd South – Phase 2

Project Number: 101077155

THIS Agreement, dated as of this ____ day of _____, 20__, is made by and between the City of SeaTac, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of June 5, 2012 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
 - (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
 - (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
 - (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.
3. Obligations of the Government Entity.
- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
 - i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
 - (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
 - (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.
 - (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

(e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

(a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.

(b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.

(c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

(a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.

(b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:

- i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
- ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
- iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
- iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
- v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
- vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
- vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.

- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:

- i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
- ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
- iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.
- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate for personal injury; and \$2,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$2,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.
- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

- (l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of SeaTac
 4800 South 188th Street
 SeaTac, WA 98188-8605
 Attn: Susan Sanderson
 Fax: 206-973-4808

If to the Company:

Puget Sound Energy, Inc.
 6905 South 228th Street
 Kent, WA 98032
 Attn: Doug Corbin
 Fax: 253-395-6882

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

CITY OF SEATAC

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS Municipal Liaison Manager

Date Signed _____

Date Signed _____

Approved as to form:



Exhibit “A” Project Plan Schedule 74 Underground Conversion

City of SeaTac – Military Road South U/G Conversion

PSE Project Number: 101077155

May 21, 2013

Pursuant to Puget Sound Energy (“PSE”) Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes work to be performed by PSE and the City of SeaTac (the “City”) for the conversion of certain PSE electrical distribution system facilities as described herein (the “Conversion Project”). Construction of this Conversion Project is contingent upon and shall not commence prior to both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Detailed description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

Scope of Work

This Conversion Project will replace PSE’s existing overhead electrical distribution system with an Underground Distribution System within the following area (the “Conversion Area”): Military Road South from 176th to 166th Street. The Conversion Project is approximately 8,650 feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE’s existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

Fluidized Thermal Backfill (FTB, a form of controlled density fill) is required in trenches containing four or more PSE six inch ducts. FTB will be used in place of standard backfill as shown in the Construction Drawings in accordance with applicable PSE Standards.

PSE initiated upgrades included in this project consist of: None Anticipated.

Temporary Service included in this project consists of: None Anticipated

City requested upgrades in this project consist of:

The following portions of PSE's existing facilities to be converted are located outside of Public Thoroughfare or within PSE's existing easement and are **subject to 100% City Cost**. Locations are as follows:

(TAX PARCEL NO. 5379803180)

From Right of Way Line to P63 Approximately 145 Feet.

(TAX PARCEL NO. 5379803700)

From Right of Way Line at HH17 to P60 Approximately 90 Feet.

(TAX PARCEL NO. 5379803220)

From Right of Way Line at HH17B to P57 Approximately 103 Feet.

(TAX PARCEL NO. 5379803850)

From Right of Way Line at HH15B to P50 Approximately 102 Feet

(TAX PARCEL NO. 5379803882)

From Right of Way Line to HH14C Approximately 44 Feet.

(Tax Parcel No. 5379803850)

From Right of Way Line at HH14B to P46 Approximately 78 Feet.

(TAX PARCEL NO. 5379804430)

From Right of Way Line to P36 Approximately 130 Feet.

(TAX PARCEL NO. 5379804450)

From Right of Way Line to P33 Approximately 74 Feet.

(TAX PARCEL NO. 5379805050)

From Right of Way Line to P24A Approximately 99 Feet.

(TAX PARCEL NO. 5379805340)

From Right of Way Line at HH8D to P25 Approximately 85 Feet.

(TAX PARCEL NO. 5379805720)

From Right of Way Line at V06 to P17A Approximately 77 Feet.

(TAX PARCEL NO. 5379805740)

From Right of Way Line at HH6A to P14A Approximately 86 Feet.

(TAX PARCEL NO. 5379805760)

From Right of Way Line to P12 Approximately 97 Feet.

All work past the limits of Military Road South within PSE's existing easement will be 100% City of SeaTac

Easement (rec# 2642542) Covers all PSE facilities within the side road Right of Way's adjoining Military Road between S 176th St and S 164th St.

The following facilities will be not be subject to 60% - 40% split

P07 to West Edge of existing Military Road Right of Way.

P09 to East Edge of existing Military Road Right of Way.

P21 to West Edge of existing Military Road Right of Way.

P21 to East Edge of existing Military Road Right of Way.

P30 to West Edge of existing Military Road Right of Way.

P29A to East Edge of existing Military Road Right of Way.

P44 to West Edge of existing Military Road Right of Way.

P12A to East Edge of existing Military Road Right of Way.

P53 to West Edge of existing Military Road Right of Way.

P52 to East Edge of existing Military Road Right of Way.

P66 to West Edge of existing Military Road Right of Way.

Temporary facilities installed on (Military Road South at approximate Station 9+00 PSE Job Number 101027455) will be removed on (Military Road South Schedule 74 conversion PSE Job Number 101077155). The "temporary facilities" are from Switch 2 (SW1 at grid number 316573-164353) to Pole at P01 (P01 at grid number 316575-164349). The cost associated with the installation of the "temporary facilities" are covered on Military Road South Schedule 74 conversion Job Number 101027455 and were billed at 40% City and 60% PSE. Because these materials were installed for less than 5 years the 60% cost paid by PSE under Job number 101027455 is now being billed to the City on Military Road South Schedule 74 PSE Job Number 101077155. The removal of the temporary facilities will also be billed to this project Military Road South Schedule 74 PSE Job Number 101077155 at 100% city cost.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

City Responsibilities

- a) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- b) Coordinate other utility conversion, removal and relocation from PSE's poles.

- c) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.
- d) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- e) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- f) Provide flagging and traffic control as required for all work performed by the City.
- g) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. “Proofing” as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.
- h) Provide PSE at least ten (10) business days notice prior to the start of trenching activity to allow for delivery of PSE materials to the job site and scheduling of PSE’s on-site Inspector. Provide at least three (3) business days notice for scheduled delivery of vaults 575 and smaller and five (5) business days notice for scheduled delivery of vaults 5106 and larger from the manufacturer.
- i) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE’s custody.
- j) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.
- k) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.
- l) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and it’s contractor(s), the City and it’s contractor(s), and other utilities.
- m) Provide any necessary operating rights for the installation of PSE’s facilities in accordance with PSE’s Schedule 74 Section 3 and as mutually agreed by the PSE and the City. Operating rights are further addressed in the Operating Rights section of this Project Plan.
- n) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.

- o) Following notification from PSE that Construction Work is complete, provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

- a) Provide all duct and vault materials, cables, electrical equipment and components necessary for installation of the Underground Distribution System.
- b) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.
- c) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.
- d) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.
- e) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- f) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.
- g) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "d" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- h) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- i) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.
- j) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).
- k) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE's facilities have been obtained and have been verified by PSE, or ii) the City otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights.

Construction Work Schedule

The work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

Installation of ducts and vaults: Start in October 2013 and at a production rate of 60 feet per day, it is estimated to be 144 working days.

Installation and energization of the Underground Distribution System: Estimated to be approximately 80 working days

Removal of overhead facilities: Estimated to be 30 working days

Work Schedule Restrictions: None anticipated

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and a Schedule 74 Construction Agreement are not fully executed within ninety (90) days from this date, the estimated costs shall be subject to revision.

The previously executed Design Agreement has been fulfilled with the submission of the attached Construction Plans and Construction Agreement. The construction costs provided include costs associated with construction starting with a pre-construction meeting called by the City and attended by the City's contractor. Time spent on this project at the request of the City between the date of this Project Plan and the pre-construction meeting will be compensated by Change Order.

Estimated Inspection and Service Provider Outside Services costs are based on 2013 contract rates. Costs for work performed by PSE after January 31, 2014 shall be subject to revision to reflect contract rates which become effective after this date. Further, in the event performance of the Construction Work does not proceed substantially as provided in this Project Plan, PSE's estimated construction costs shall be subject to revision.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs which significantly differ from estimated costs shown in the Construction Cost Estimate Summary. Such changes shall promptly be brought to the attention of PSE and the City when anticipated or known to occur and shall be documented in a Change Order mutually agreed by the City and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system, including existing ducts and vaults if applicable, to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of **60** feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of five days advance notice and must be mutually agreed between the City and PSE.
6. Included in the project pricing is attendance by the PSE Project Manager at scheduled weekly construction meetings while the duct and vaults are actively being installed and when the PSE line crew is on site. Additional meetings that may be required while PSE facilities are not being installed will be compensated on a Change Order basis.

7. Traffic control provided by PSE assumes the use of three flaggers, basic signage and simple channelization. Additional traffic control measures are not included.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. All cut-over and transfer work will be completed during regular working hours.
10. New guy anchors shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required, associated costs will be a Shared Cost.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 7:00 am to 4:00 pm excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of 7:00 am to 4:00 pm. PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
3. Work requiring scheduled interruption of electric service (cut-overs and transfers) will be performed during the working hours specified in Schedule Assumption #2 above, and will be scheduled with at least two (2) business days notice. PSE will notify customers of scheduled service interruptions.

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as listed in the Construction Drawings. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

Cut-overs and Transfers

PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when transferring system and customer loads from the overhead distribution system to the Underground Distribution System. PSE will notify customers

at least two (2) business days in advance of expected service interruptions. Customers may request that cut-over and transfer work affecting their service be performed outside the regular working hours listed above subject to the customer's written agreement to reimburse PSE for the additional cost (at overtime rates) to perform such work outside the regular working hours.

New Service

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2009". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

Acceptance of Project Plan

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:

For PSE:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Military Rd Sch 74 Conversion 101077155

Vault #	Business Name	Address	Station *	Easement Size	Parcel #	Description
V04	Donald Osborne	17520 Military	11+75 RT	10'X7'	5379806320	Located in the NW corner of the lot
V05	Derald Betterman	17346 Military	15+15 RT	10' X 10'	5379805690	Located in the NW corner of the lot
PV01, V06	David Beckman	17303 Military	18+80 LT	8' X 35'	5379805720	Located in the SE corner of the lot
V08	Saba John	17239 Military	22+35 LT	10' X 10'	5379805080	Located in the SE corner of the lot
V14	Russell Nuss	16834 Military	36+95 RT	10' X 10'	5379803980	Located in the NW corner of the lot
V17	George Sacco	16620 Military	44+60 RT	10' X 10'	5379803190	Located on the west side of the lot



Date: 5/16/2013

Project Title: Military Rd Conversion, 166th to 176th

Project Description: Convert the existing OH Distribution system to UG along Military Rd from 166th St to 176th St

Rate Schedule: 74

Project Manager / Phone #: Dennis Booth 253-606-4787

Project Engineer / Phone #: Chris Tobin 253-841-6252

Municipal Liaison Mgr / Phone #: Doug Corbin 253-395-6867

Project #: 101077155

Revision #: 0

Revision Date: _____

Construction Costs Estimate Summary ^{1,2,5}

Company	100% Government Entity Reimbursable Costs						100% PSE Costs	Construction Costs Totals ^{4,5}
	Shared Costs ³	Private Conversion	Gov Req Upgrade	Temporary Services	Prior Conv/Reloc Within 5 Years	Total 100% GE Reimbursable Costs		
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate		
Labor	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Materials	\$ 434,500	\$ -	\$ 45,300	\$ -	\$ 3,300	\$ 48,600	\$ -	\$ 483,100
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 119,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,100
Service Provider Outside Services	\$ 631,800	\$ -	\$ 19,400	\$ -	\$ 3,800	\$ 23,200	\$ -	\$ 655,000
Operating Rights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 213,300	\$ -	\$ 12,300	\$ -	\$ 1,400	\$ 13,700	\$ -	\$ 227,000
Government Entity⁵								
Labor	\$ 467,100	\$ -	\$ 36,700	\$ -	\$ -	\$ 36,700	\$ -	\$ 503,800
Operating Rights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Costs Totals^{4,6}	\$ 1,878,300	\$ -	\$ 113,700	\$ -	\$ 8,500	\$ 122,200	\$ -	\$ 2,000,500

Projected allocation of Estimated Construction Costs at Completion of Construction Work

Company	\$ 1,127,000						\$ -	\$ 1,127,000
Government Entity	\$ 751,300					\$ 122,200		\$ 873,500

Notes:

- ¹ Estimate prepared in accordance with Sections 6 & 11 of Schedule 74 Design Agreement and Section 7 of Schedule 74 Construction Agreement
- ² All amounts shown in this estimate are rounded up to the next \$100
- ³ Shared Costs are allocated 40% to the Government Entity and 60% to the Company if the Conversion Project is completed
- ⁴ Total Costs excludes Government Entity costs of trenching, restoration, and surveying
- ⁵ This estimate presentation may not include eligible estimated Government Entity costs and may be incomplete

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: Public Works

Agenda Bill #: 3512

TITLE: A Resolution adopting the Ten-Year Transportation Improvement Program (TIP) for 2014-2023.

<i>May 21, 2013</i>	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 6/25/13</u>	
Ord/Res Exhibits: <u>Exhibit A – 2014-2023 TIP</u>	
Review Dates: <u>CSS 5/28/13; PC 6/4/13; Public Hearing 6/25/13</u>	
Prepared By: <u>Susan M. Sanderson, City Engineer</u>	
Director: <u><i>[Signature]</i></u>	City Attorney: <u><i>Mary Mirante Bartolo</i></u>
Finance: <u><i>[Signature]</i></u>	BARS #: <u>N/A</u>
City Manager: <u><i>Todd Curtis</i></u>	Applicable Fund Name <u>N/A</u>

*MR
KSL*

SUMMARY: The proposed Resolution adopts the ten-year Transportation Improvement Program (TIP) for 2014-2023. The appropriate applications for State and Federal grant funding will be made for the projects included in the TIP.

DISCUSSION / ANALYSIS / ISSUES: The City is required by State law to review its Transportation Improvement Program annually. This review is to include a public hearing and formal adoption of the program by the City Council. State law (RCW 35.77.010) requires the City to adopt a minimum Six Year Transportation Improvement Program, prior to July 1st each year. The Growth Management Act, RCW 36.70A.070(6), requires the City to adopt a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs. At this time, the funding distribution and scheduling of projects beyond the first two years is tentative.

RECOMMENDATION(S): It is recommended that the Resolution adopting the City of SeaTac's 2014-2023 Ten Year Transportation Improvement Program be passed.

FISCAL IMPACT: Adoption of the TIP does not obligate the City to expend any money. There are a number of sources for financing TIP projects, including local tax and mitigation fees, state gas tax, and state and federal grants. Staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

ALTERNATIVE(S): None. The adopted TIP must be submitted to the Washington State Department of Transportation within 30 days after adoption. Failure to adopt a plan could result in gas tax revenues being withheld until a plan is submitted.

ATTACHMENTS: None.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2014-2023.

WHEREAS, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

WHEREAS, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

WHEREAS, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:

1. The Ten-Year Transportation Improvement Program (TIP) for the years 2014-2023, a copy of which is attached hereto as Exhibit "A", is hereby adopted. City staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

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

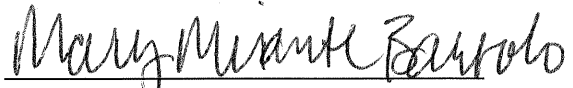
CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2014-2023]



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
 S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.
 and
 Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
MP-033	Commuter Trip Reduction Annual Element					
1	Provide for review, approval and monitoring of the CTR programs for major employers within the City including the implementation of the City's CTR program.	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$81,000 WSDOT)	(\$108,000 WSDOT)
ST-131	Connecting 28th/24th Ave S (S 200th St to S 208th St)	\$1,800,000	\$1,260,000	\$711,354		
2	Construct a five lane principal arterial roadway including curb, gutter, bicycle and pedestrian facilities, storm drainage, street lighting, signalization, channelization, landscaping, and utility extensions. This project will provide a connection between Des Moines' 24th Ave S improvements at S 208th St and the existing 26th Ave S at S 200th St. This project completes the gap in the overall 28th/24th Ave S corridor which extends from S 188th St and 28th Ave S to S 216th St and 24th Ave S.	D \$1,100,000 ROW \$700,000	C \$8,400,000 (FED \$2,000,000 TIB \$1,500,000 FMSIB \$1,500,000 ST \$2,140,000)	C \$7,000,000 (FED \$2,000,000 TIB \$1,500,000 FMSIB \$1,000,000 ST \$1,788,646)		
ST-145	Connecting 28th/24th Ave S (S 208th St to S 216th St)					
Outside City Limits	Des Moines will be improving 24th Ave S from S 208th St to S 204th St. This is the second phase of the Des Moines Gateway Project. Improvements include widening the existing roadway to a five lane urban arterial and provide a continuous center turn lane, sidewalks, bicycle lanes, transit stops, curb and gutter, and landscaping.	C Des Moines				
ST-122	Military Road S Improvements (S 176th St to S 166th St)	\$3,218,260				
3	Reconstruct roadway to include a continuous center turn lane, curb, gutter, sidewalk, bicycle lanes, storm drainage, landscaping, street lighting, traffic signal at S 170th Street, channelization, paving and undergrounding aerial utility lines.	C \$4,600,000 (TIB \$1,381,740)				
ST-830	2013/14 Neighborhood Sidewalk Project - S 179th Street (Military Rd S to 42th Ave S)	\$1,300,000				
4	This is the fifth project in the Neighborhood Sidewalk Program. Improvements include construction of approximately 0.75 miles of new sidewalk on both sides of the street, with curb and gutter, storm drainage, retaining walls, and fencing.	D \$100,000 C \$1,200,000				
GE-037	Transportation Plan Update	\$500,000	\$300,000			
5	Conduct Transportation Study to evaluate transportation network. Update transportation model. Identify operational and safety problems. Propose necessary mitigation projects. Estimate costs and propose funding measures.	S \$500,000	S \$300,000			
ST-831	2014/15 Neighborhood Sidewalk Project	\$250,000	\$1,440,000			
6	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.	D \$250,000	C \$1,440,000			



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

Project No.
and
Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
ST-884	2014 Annual Street Overlays	\$400,000				
7	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					
ST-125	Military Road S (S 150th to S 152nd St) & S 152th Street (Military Rd S to International Blvd)	\$300,000	\$1,800,000	\$1,980,000		
8	Widen existing roadway, construct sidewalks, pavement overlay, street lighting, undergrounding of aerial utilities, landscaping, and storm drainage. Provide access and circulation improvements. Construct right turn lane on S 152nd St from Military Rd S to International Blvd. These improvements support redevelopment of the S 154th Street Station Area and facilitate potential Military Rd closure between S 152nd St and International Blvd.	D \$300,000	D \$300,000 ROW \$500,000 C \$1,000,000	C \$1,980,000		
MP-065	S 216th Street (19th Ave S to 24th Ave S)					
Outside City Limits	First of three phases of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	C Des Moines				
MP-066	S 216th Street (24th Ave S to 29th Ave S)					
Outside City Limits	Third and final phase of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	C Des Moines	C Des Moines		
ST-848	Lake to Sound Trail (DMMD - S 156th St to City Limit at SR 509)					
9	This portion of the multi-jurisdictional Lake to Sound Trail project is located in SeaTac. A bicycle and pedestrian trail would be extended south from S 156th Street along Des Moines Memorial Drive to SR 509. The improvements are being designed by King County. The Lake to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C King County				
ST-849	Lake to Sound Trail, (DMMD - SR 509 to 8th Ave S)					
Outside City Limits	This portion of the multi-jurisdictional Lakes to Sound Trail project is located in Burien. A bicycle/pedestrian trail would be extended south of SR 509 along Des Moines Memorial Drive to 8th Ave S. The improvements are being designed by King County. The Lakes to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C Burien King County				
MP-067	SR 518/Des Moines Memorial Drive Interchange Eastbound Off Ramp					
Burien WSDOT	Burien is currently designing this first phase of improvements to the SR 518/Des Moines Memorial Drive Interchange. This phase includes construction of an off ramp from eastbound SR 518 to Des Moines Memorial Drive	D Burien WSDOT	C Burien WSDOT			



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.
and
Priority

RES 13 -

Project Title and Description

2014

2015

2016

2017-2019

2020-2023

Project No. and Priority	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
MP-068	SR 518/Des Moines Memorial Drive Interchange Westbound On Ramp					
Burien WSDOT	This project is the second phase of improvements to the SR 518/Des Moines Memorial Drive Interchange. This phase includes construction of an on ramp from Des Moines Memorial Drive to westbound SR 518.			D Burien WSDOT	C Burien WSDOT	
MP-025	South 200th St Link Extension (SeaTac/Airport Station to S 200th St)					
ST	Construct 1.6 mile elevated guideway and new Angle Lake Station with a 700 parking stall garage, 400 surface parking stalls, and bus access.	C ST	C ST	C ST		
MP-025	S 204th St Sidewalk Project (30th to 32nd Ave S)					
ST	Sound Transit will construct to meet the City's High Capacity Transit Standards for the S 200th St Link Extension . Approximately 800 lineal feet of new sidewalk will be constructed on the south side of S 204th St from 30th Ave S to approximately 100 feet east of 32nd Ave S. Improvements include sidewalk, curb, gutter, and storm drainage, driveway reconstruction, crosswalks, and ADA compliant curb ramps.	D Sound Transit	C Sound Transit			
ST-056	Military Road S at S 200th St/I-5 SB Ramps					
ST WSDOT	Widen I-5 south bound off ramp to provide for a left turn lane. Reconstruct west leg to provide left, thru and right turn lanes Modify signal to facilitate lane changes.		WSDOT/ST \$2,000,000			
MP-043	SR 509 Extension Phase I (Des Moines Memorial Dr. S to I-5)					
WSDOT	Construct new, full access control freeway, with tolls, to connect the existing SR 509 freeway terminus with 28th/24th Ave S and I-5. Phase I includes one lane each way, with truck climbing lanes, between S 188th St and 28th/24th Ave S. Two lanes each way are planned between 28th/24th Ave S and I-5.	D WSDOT	D WSDOT	C WSDOT	C WSDOT	
MP-064	I-5 Express Toll Lanes (I-90 to SR-16)					
WSDOT	Convert the existing HOV lanes to express toll lanes from I-90 to SR-16.	D WSDOT	D WSDOT	C WSDOT	C WSDOT	
ST-832	2015/16 Neighborhood Sidewalk Project		\$250,000	\$1,440,000		
10	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.		D \$250,000	C \$1,440,000		
ST-885	2015 Annual Street Overlays		\$400,000			
11	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
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Project No.

RES 13 -

Priority	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
ST-833	2016/17 Neighborhood Sidewalk Project			\$250,000	\$1,480,000	
12	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.			D \$250,000	C \$1,480,000	
ST-886	2016 Annual Street Overlays			\$450,000		
13	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-065	Des Moines Memorial Dr & S 200th St Intersection Improvements			\$200,000	\$750,000	
14	Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal and channelization improvements. The improvements would be done in partnership with Des Moines.			D \$200,000	C \$1,100,000 (Des Moines \$350,000)	
ST-126	S 152th Street Improvements (30th Ave. S. to Military Road S)			\$800,000	\$4,600,000	
15	Widen existing roadway and construct sidewalks, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.			D \$800,000	C \$4,600,000	
ST-148	S 154th St Transit Station Area Improvements			\$1,000,000	\$6,500,000	
16	Construct new streets as envisioned in the South 154th Street Station Area Plan. Improve and create pedestrian connections. Area generally bounded by S 152nd St, SR 518, 30th Ave S and International Blvd.			D \$1,000,000	C \$6,500,000	
ST-834 ST-835 ST-836	Neighborhood Sidewalk Projects				\$5,380,000	
17	Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.				D \$750,000 C \$4,630,000	
ST-887 ST-888 ST-889	Annual Street Overlays				\$1,350,000	
18	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.

RES 13 -

Priority	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
ST-033	International Blvd. at SR 518				\$9,600,000	\$5,400,000
19	Construct interchange improvements consistent with WSDOT's Route Development Plan. Elements may include modification to S 154th St exit ramp and new eastbound exit ramp to northbound International Blvd.				D \$2,000,000 ROW \$1,000,000 C \$6,600,000	C \$5,400,000
ST-837 ST-838 ST-839 ST-840	Neighborhood Sidewalk Projects					\$7,700,000
20	Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.					D \$1,000,000 C \$6,700,000
ST-890 ST-891 ST-892 ST-893	Annual Street Overlays					\$1,800,000
21	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					
ST-015	34th Ave S Improvements (S 160th St to S 176th St)					\$7,100,000
22	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, and sidewalks. Install traffic calming measures Underground utility lines.					D \$900,000 C \$6,200,000
ST-022	Military Rd S (S 128th St to S 150th St)					\$12,250,900
23	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Construct left turn lanes at high volume intersections.					D \$1,400,000 C \$10,850,900
ST-156	S 154th Pedestrian Grade Separation					\$11,750,000
24	Plan, design, construct a grade separated pedestrian crossing to directly link the S 154th St Station Area with the Tukwila International Boulevard Station.					D \$1,500,000 ROW \$250,000 C \$10,000,000
ST-157	32nd Ave S Improvements (S 152th St to S 154th St)					\$1,600,000
25	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$250,000 C \$1,350,000



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
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Project No.
 and
 Priority

RES 13 -

Project Title and Description		2014	2015	2016	2017-2019	2020-2023
ST-158	30th Ave S Improvements (S 152th to S 154th St)					\$1,000,000
26	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$150,000 C \$850,000
ST-024	S 142nd St/S 144th St (Des Moines Memorial Dr S to 24th Ave S)					\$11,800,000
27	Improve existing arterial roads to serve planned north end development. Provide sidewalks and non-motorized path. Signal improvements at S 144th/Des Moines Memorial Dr.					D \$1,840,000 ROW \$960,000 C \$10,000,000 (POS \$1,000,000)
ST-141	32nd Ave S (S 170th St to S 176th St)					\$8,000,000
28	Reconstruct roadway, install drainage, curb, gutter and sidewalks.					\$8,000,000
ST-116	Military Rd S & S 160th St (International Blvd to S 166th St)					\$7,400,000
29	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane and underground overhead utilities.					D \$900,000 C \$6,500,000
ST-018	Military Road S (S 188th St to I-5 south of S 200th St)					\$5,858,200
30	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane and underground overhead utilities.					D \$600,000 C \$5,258,200
ST-112	Military Road S (S 200th St to S 208th St)					\$4,419,100
31	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$500,000 C \$3,919,100
ST-047	Military Road S (S 208th St to S 216th St)					\$3,177,800
32	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$300,000 C \$2,877,800
ST-031	Military Rd (South City Limits to S 216th St)					\$8,853,900
33	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$1,000,000 C \$7,853,900
ST-072	Des Moines Memorial Dr. (S 136th St to SR 518)					\$6,256,000
34	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$700,000 C \$5,556,000
ST-028	Des Moines Memorial Dr. (S 128th St to S 136th St)					\$4,175,600



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
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Project No.
and
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RES 13 -

Project Title and Description	2014	2015	2016	2017-2019	2020-2023
35 Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$333,800 R/W \$841,800 C \$3,000,000
ST-029 Des Moines Memorial Dr. (SR 518 to S 156th St)					\$4,352,400
36 Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$ 500,000 C \$3,852,400
ST-049 Des Moines Memorial Dr (S 156th St to SeaTac City Limits/SR 509)					\$5,135,300
37 Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$600,000 C \$4,535,300
ST-051 Des Moines Memorial Dr. (S 194th St to S 208th St)					\$5,180,200
38 Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$650,000 C \$4,530,200
ST-079 S 144th St (24th Ave S to Military Rd S)					\$3,400,000
39 Reconstruct roadway to collector arterial standards. Improvements include curb, gutter, sidewalk, bike lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$3,000,000
ST-041 S 170th St (Military Road S to 51st Ave S)					\$2,487,400
40 Reconstruct roadway to collector arterial standards. Improvements include curb, gutter, sidewalk, bike lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$2,078,400
ST-084 40th Ave S (S 176th St to S 166th St)					\$2,993,400
41 Reconstruct roadway to provide for drainage and pedestrian facilities. Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$500,000 C \$2,493,400
ST-140 S 216th St (I-5 to 35th Ave S)					\$350,000
42 Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-139 16th Ave S (S 188th St to S 192nd St)					\$750,000
43 Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-150 8th Ave S (S 186th St to S 188th St)					\$800,000
44 Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
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Project No.
and
Priority

RES 13 -

Project Title and Description		2014	2015	2016	2017-2019	2020-2023
ST-044	S 195th Street (International Blvd. to 28th/24th St)					\$1,734,100
45	Construct a new three lane roadway to provide an additional access point to the Aviation Business Center.					D \$300,000 R/W \$450,000 C \$984,100
ST-069	S 208th Street (International Blvd. to 28th/24th St)					\$1,116,500
46	Widen roadway to three to five lanes depending on the existing and proposed level of development in the Aviation Business Center.					D \$200,000 C \$916,500
ST-136	32nd Ave S (S 200th St to S 204th St)					\$1,500,000
47	This is a City project in conjunction with the SR 509 Extension. Install sidewalks and neighborhood traffic calming measures.					D \$200,000 C \$1,300,000
ST-132	S 208th St (International Blvd to SR 509 & SR 509 to 34th Ave S)					
WSDOT	In conjunction with the extension of SR 509, terminate roadway either side of SR 509. Widen roadway to 28 feet and construct sidewalks both sides on eastern portion and west cul-de-sac.					\$1,000,000 WSDOT
ST-004 ST-077	S 200th St (International Blvd. to South Access and SR 509 Ramps to Des Moines Memorial Dr.)					\$5,500,000
48	Widen to a three to five lane urban arterial the areas of S. 200th Street outside the SR 509 Improvements with curb, gutter, sidewalk, bicycle lanes, associated intersection improvements, consolidation of driveways and possible undergrounding of overhead utility improvements.					D \$500,000 C \$5,000,000
MP-013	South Access (Airport Drives to SR 509 Extension)					\$13,600,000
Port of Seattle	Construct new arterial or limited access roadway to connect the south end of the Airport to the new SR 509 extension with at-grade intersection at S 200th St with the SR-509 Phase II Extension.					(POS \$88,400,000)
ST-134	S 204th St (32nd Ave S to 34th Ave S)					
WSDOT	In conjunction with SR 509 Extension, widen roadway to 28 feet. Construct sidewalks on both sides.					\$650,000 WSDOT
ST-133	34th Ave S (S 204th St to S 211th St)					
WSDOT	In conjunction with SR 509 Extension, construct new 28 foot wide roadway with sidewalk on one side.					\$4,500,000 WSDOT
ST-052	Des Moines Memorial Dr. (S 208th St to Marine View Dr.)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, modification to overhead utility lines, curb, gutter and sidewalks (one side).					D \$824,000 R/W \$364,000 C \$4,553,000 Des Moines



Exhibit A

2014 - 2023 Transportation Improvement Program

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Project No.
 and
 Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
ST-050	Des Moines Mem. Dr. (SeaTac City Limit to Normandy Park Rd)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					\$1,103,000 Burien
	TOTAL	\$7,768,260	\$5,450,000	\$6,831,354	\$29,660,000	\$165,440,800

- POS PORT OF SEATTLE
- TIB TRANSPORTATION IMPROVEMENT BOARD
- FED FEDERAL GRANT
- WSDOT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
- ST SOUND TRANSIT
- TBD TO BE DETERMINED

Project adds Sidewalks in Residential Areas
 Amounts shown in bold are City's net costs

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3518

TITLE: A Motion accepting Sound Transit's offer to purchase an Access Easement and authorizing the City Manager to execute the easement document.

May 21, 2013	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	<u>RCM 6/11/13</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 5/28/13</u>
Prepared By:	<u>Susan Sanderson, City Engineer</u>
Director:	<u><i>[Signature]</i></u> City Attorney: <u><i>Mary Miranda Bartolo</i></u>
Finance:	<u><i>[Signature]</i></u> BARS #: <u>TBD</u>
City Manager:	<u><i>Todd Curtis</i></u> Applicable Fund Name: <u>Street Fund (102)</u>

MK
HSA

SUMMARY: In order to construct and operate the light rail extension to South 200th Street, Sound Transit needs to acquire an access easement on a City owned parcel. Council action is requested to accept Sound Transit's offer.

DISCUSSION / ANALYSIS / ISSUES: Sound Transit is currently in the process of acquiring operating rights, where necessary, for the Link Light Rail extension to South 200th Street. Sound Transit has identified a need to acquire approximately 65 square feet of access easement on the parcel owned by the City at 19232 28th Avenue South (King County Tax Parcel Number 042204-9183). The parcel was acquired by the City approximately 12 years ago. A portion of the parcel was dedicated as additional right-of-way for the City's 28th Avenue South Project. The remainder of the parcel is currently vacant.

On November 13, 2012, Council carried a motion to accept an offer from Sound Transit for an approximately 10-foot wide guideway easement and an additional 8-foot width of temporary construction easement on this parcel. These easements, and the subject access easement are shown on the attached parcel map. As Sound Transit's design has progressed, an additional easement was identified. One of the guideway columns will be constructed at the northwest corner of the subject parcel. This column will partially obstruct an existing 15-foot wide access easement (Easement Recording Number 4603834) granted to the adjacent property owned by Sheen Trust. The easement currently allows ingress/egress over and across the City Property via an existing curb-cut from 28th Avenue S to the Sheen Trust property to the east. The location of the easement is crucial to the larger parcel owned by Sheen Trust due to its alignment with the parcels to the west and for topographic advantages (other access points would be confronted with more severe topographic issues).

Sound Transit has reached a settlement with the Sheen Trust. The settlement is, however, contingent on Sound Transit being able to deliver replacement easement rights (as evidenced in the proposed form of easement agreement submitted to the City and attached hereto). The replacement easement rights sought from the City are needed in order to provide the property owner with equivalent access rights in the after as they have in the before condition and in order to effect a settlement with the property owner. The current offer is based on an appraisal obtained by Sound Transit in March of 2013. The results of that appraisal were essentially the same as the appraisal done in 2012 for the previous offer. The 2012 appraisal was reviewed for the City by The Granger Company and found to be appropriate. The review appraisal concluded that Sound Transit's appraisal results are reasonable and fit the market evidence.

RECOMMENDATION(S): It is recommended the Motion be carried.

FISCAL IMPACT: The total amount of the offer is \$1,600. The compensation would be received into the Street Fund (102) since the lot was originally purchased with transportation funds.

ALTERNATIVE(S): Council may reject the offer; however, the offer is fair and reasonable. Rejecting the offer may impact the light rail extension to South 200th Street.

ATTACHMENTS: Access Easement Document

EXHIBIT "A" EASEMENT

R/W No. 440-SL-118
PIN 0422049183
City of Seatac

Grantor's Entire Parcel (Servient):

(According to Chicago Title Insurance Company Order No. 1303957, dated April 12, 2010.)

THE WEST 100 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 366 WITH THE NORTH LINE OF GOVERNMENT LOT 1; AND RUNNING
THENCE EAST ALONG SAID NORTH LINE 20.04 FEET;
THENCE SOUTH 03° 38' 15" EAST ALONG THE EASTERLY LINE OF SAID COUNTY ROAD, 302.59 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE CONTINUING SOUTH 03° 38' 15" EAST ALONG SAID EASTERLY LINE OF ROAD, 74.12 FEET;
THENCE NORTH 89° 57' 45" EAST 287.87 FEET;
THENCE NORTH 00° 35' 00" WEST 73.78 FEET;
THENCE WEST 291.48 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID WEST 100 FEET DEDICATED AS ROAD RIGHT OF WAY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050524000115.

Earl J. Bone 4/1/13

EXHIBIT B

R/W No. 440-SL-118
PIN 0422049183
City of Seatac

Access Easement Area Acquired by Grantee (Dominant):

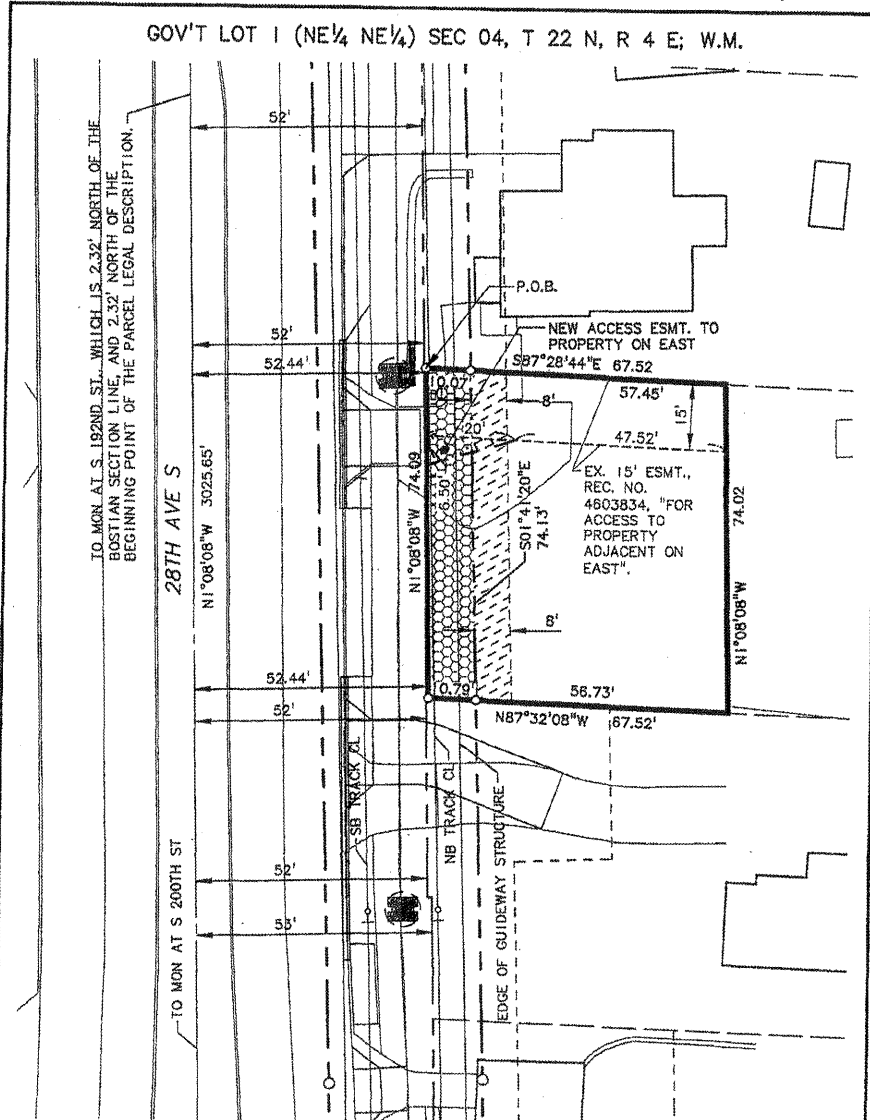
THAT PORTION OF THE ABOVE DESCRIBED GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE S01°08'08"E ALONG THE WEST LINE THEREOF (THE SAME BEING THE EAST LINE OF
28TH AVENUE SOUTH, DISTANT 52.44 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM
THE CENTERLINE THEREOF) A DISTANCE OF 15.03 FEET TO THE SOUTH LINE OF THE NORTH 15
FEET THEREOF, BEING THE TRUE POINT OF BEGINNING;
THENCE S87°28'44"E ALONG SAID SOUTH LINE A DISTANCE OF 20 FEET;
THENCE S74°11'46"W A DISTANCE OF 20.63 FEET TO THE WEST LINE OF GRANTOR'S PARCEL AT
A POINT DISTANT 6.50 FEET SOUTHERLY OF THE TRUE POINT OF BEGINNING;
THENCE N01°08'08"W ALONG SAID LINE A DISTANCE OF 6.50 FEET TO THE TRUE POINT OF
BEGINNING.

CONTAINING 65 SQUARE FEET, MORE OR LESS.

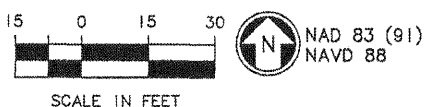
Earl J. Bone 4/1/13

EXHIBIT C



LEGEND

	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



PARCEL AREA IS FROM THE KING COUNTY ASSESSOR RECORD.
 P.O.B. = POINT OF BEGINNING OF THE EASEMENT LEGAL DESCRIPTION.



 SOUND TRANSIT HUNT-ZOLLARS L & A LIN & ASSOCIATES LINK LIGHT RAIL PROJECT		PARCEL AREA: 5,007 SF EASEMENT AREA: 771 SF FEE TAKE: _____ CONST. ESMT: 593 SF REMAINING AREA: _____ ACCESS ESMT: 85 SF
		PARCEL MAP 440-SL-118 ASSESSOR NO.: 0422049183 DATE: 4/1/13 OWNER: CITY OF SEATAC BLOCK NO.: N/A LOT NO.: N/A CITY OF SEATAC KING COUNTY, WA

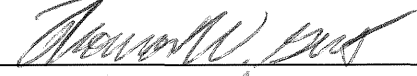


SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: **3521**

TITLE: A Resolution authorizing a Local Agency Agreement with Washington State Department of Transportation (WSDOT) for federal aid funding of the South 188th Street Overlay Project and any subsequent documents related to the agreement.

May 23, 2013	
__ Ordinance <input checked="" type="checkbox"/> Resolution __ Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>RCM 06/11/13</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 05/28/13</u>
Prepared By:	<u>Toli Khlevnoy, Civil Engineer 2</u>
Director:	<u></u>
City Attorney:	<u>Mary Miriam Bartolo</u> MK KSA
Finance:	<u></u>
BARS #:	<u>102.000.11.595.30.63.200 (Expenditure)</u> <u>102.333.20.20.019 (Revenue)</u>
City Manager:	<u></u>
Applicable Fund Name:	<u>Street Fund (102)</u>

SUMMARY: The proposed Resolution authorizing the execution of a Local Agency Agreement with Washington State Department of Transportation (WSDOT) will allow the City to use federal transportation funds that have been awarded for construction of the South 188th Street Overlay Project.

DISCUSSION / ANALYSIS / ISSUES: The City has been awarded \$585,000 in federal Surface Transportation Program (STP) funds through the Puget Sound Regional Council (PSRC) competitive selection process. These federal funds are administered by WSDOT on behalf of the Federal Highway Administration. A Local Agency Agreement is an agreement between a local agency and the WSDOT with the purpose of ensuring that the federal funds are spent in accordance with all applicable state and federal laws and regulations. The agreement also specifies the procedure for payment and reimbursement on the project. The City must also adhere to the grant program rules and regulations regarding contract documentation and administration. Based on staff qualifications and experience, the City is certified by WSDOT to administer federal aid projects.

RECOMMENDATION(S): It is recommended that the Resolution be passed.

FISCAL IMPACT: The amount of the federal grant is \$585,000. Other funding for the \$985,000 project includes \$400,000 from the Street Fund (102).

ALTERNATIVE(S): Do not enter into the agreement at this time and delay or cancel the project. However, if the federal funds are not obligated by mid-2013, PSRC policy requires that the City return the funds for redistribution to other projects in the region.

ATTACHMENTS: Local Agency Agreement

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a Local Agency Agreement with Washington State Department of Transportation (WSDOT) for federal aid funding of the South 188th Street Overlay Project and any subsequent documents related to the agreement.

WHEREAS, the City of SeaTac has been awarded a grant of federal Surface Transportation Program (STP) funds through the Puget Sound Regional Council (PSRC) competitive process for construction of the South 188th Street Overlay Project between International Boulevard (SR-99) to 46th Avenue South.

WHEREAS, the federal STP funds are administered by WSDOT on behalf of the Federal Highway Administration; and

WHEREAS, a Local Agency Agreement between the City and WSDOT, formalizing provisions and financial responsibilities, is required prior to authorizing use of federal funds on local projects.

WHEREAS, matching funds as required by the federal STP funding legislation are included in the current approved budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

That the federal STP grant, in the amount of \$585,000, is hereby approved for acceptance by the City for construction of the South 188th Street Overlay Project and the City Manager or his designee is hereby authorized to execute a Local Agency Agreement with WSDOT and any subsequent documents related to said grant.

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

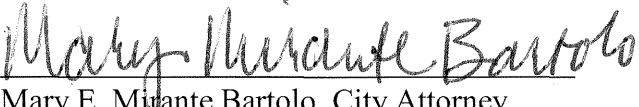
CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

Local Agency Agreement with WSDOT
South 188th Street Overlay Project

Local Agency Agreement

Agency City of SeaTac
 Address 4800 S. 188th Street
SeaTac, WA 98188-8605

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name South 188th Street Overlay Project Length 1 mile
 Termini International Boulevard (SR-99) to 46th Avenue South

Description of Work

This project includes grinding and resurfacing with a 2" overlay for the full roadway width for approximately 1 mile along South 188th Street, from International Boulevard (SR99) to 46th Avenue South. The project will also restore pavement markings for channelization and traffic signalization loops within the project limits.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
_____ % a. Agency			
b. Other			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)			
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract	670,520.00	90,520.00	580,000.00
l. Other Contract Non-participating	308,700.00	308,700.00	
m. Other			
n. Other			
86.5 % Federal Aid Participation Ratio for CN o. Agency			
p. State	5,780.00	780.00	5,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	985,000.00	400,000.00	585,000.00
r. Total Project Cost Estimate (e+j+q)	985,000.00	400,000.00	585,000.00

Agency Official

By _____
 Title _____

Washington State Department of Transportation

By _____
 Director of Highways and Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

February 12, 2003, Resolution/Ordinance No. N/A

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

SeaTac City Council REQUEST FOR COUNCIL ACTION

Department Prepared by: Community and Economic Development

Agenda Bill #: 3517

An Ordinance 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.

May 9, 2013	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	<u>RCM 6/14/13</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 5/14/2013, CSS 5/28/13</u>
Prepared By:	<u>Gary Schenk, Building Services Manager</u>
Director:	<u>[Signature]</u> City Attorney: <u>Mark Johnson, Sr. Asst. City Atty.</u>
Finance:	<u>[Signature]</u> BARS #: <u>N/A</u>
City Manager:	<u>Todd Bull</u> Applicable Fund Name: <u>N/A</u>

MR
[Signature]

SUMMARY: This proposed Ordinance amends certain chapters of Title 13 the SeaTac Municipal Code.

DISCUSSION / ANALYSIS / ISSUES: Effective July 1, 2013, Washington, all jurisdictions in the State need to adopt and enforce the following construction code editions as adopted and amended by the State of Washington:

- 2012 International Building Code (IBC)
- 2012 International Residential Code (IRC)
- 2012 International Mechanical Code (IMC)
- 2012 International Fire Code (IFC)
- 2012 Uniform Plumbing Code (UPC)
- 2012 International Energy and Conservation Code (IECC), Commercial and Residential Editions

Adoption of this proposed Ordinance will update certain sections of SMC Title 13, Buildings and Construction, as mandated by the State. It will also repeal the Washington State Energy Code as those provisions have been replaced with the International Energy and Conservation Code, Commercial and Residential Editions, per WAC 51-11, 51-11C, and 51-11R.

Every three years, the International Building Codes, the Uniform Plumbing Code, and the Washington State Energy Code are updated by the State to the most current versions. Cities must adopt these codes as mandated in the state statutes with as few local modifications as possible. The proposed changes are mostly to correct some numerical identification and insert the most recent versions of the publications. The new versions of the State codes must be enforced by all cities and counties pursuant to State law and shall become effective July 1, 2013.

This Ordinance will also revise Title 13 to include other codes adopted by the City and to reflect housekeeping changes related to the reorganization of CED. The Grading Code chapter is renamed the Clearing and Grading Code and its definitions are modified to provide consistency within the chapter. Also, the exceptions are improved for clarity and a section covering soil amendments is added for consistency with the National Pollution Discharge Elimination System (NPDES) requirements. The

International Existing Building Code (IEBC) and the International Property Maintenance Code (IPMC) are also being updated to the 2012 versions.

The proposed local amendments to the International Fire Code focus on streamlining the code, standardizing requirements to help streamline reporting and inspections, clarifying access and water supply requirements, and creates additional flexibility in development regulations in the area of fire protection systems and fire lane requirements.

RECOMMENDATION(S): It is recommended that the proposed Ordinance be adopted.

FISCAL IMPACT: None.

ALTERNATIVE(S): 1) The City is required to adopt the new building code changes by July 1, 2013. Therefore, not adopting the Ordinance is not an option. 2) Amend the Ordinance prior to adoption. However, any amendments to the codes approved by the State must be equal or better than the State law.

ATTACHMENTS: None

ORDINANCE NO. _____

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 2009~~12~~ 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 2009~~12~~ 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 2009¹² 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 2009¹² 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 Distance ¹
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 503.2.4 is amended to read as follows:~~

~~**503.2.4 Turning radius.** The fire apparatus access road shall have a 30-foot minimum inside turning radius and a 50-foot minimum outside turning radius. The radius must be measured from the travel lane edge, unless otherwise approved.~~

~~E. 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.~~

~~F. 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.~~

GF. 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.

HG. 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.

JH. 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.

KI. 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.

⌋ E.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.

MK. 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.

NL. 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.

OM. 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.

PN. 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.

QO. 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.

RP. 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.

SQ. 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.

FR. 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.

| US. 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.

| VT. 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.

| WU. 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.

| XV. 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.

| YW. 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.

~~ZX~~. 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.

~~AA~~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 it 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 ~~less than~~ 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 ~~than 3,600 square feet~~. The minimum fire-flow and flow duration requirements for 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 2009~~12~~ 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 and ~~Uniform Plumbing Code Standards.~~

A. The 2009~~12~~ 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.

~~B. The 2009 Edition of the Uniform Plumbing Code Standards, 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 51-57 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 ~~Public Works~~, and “Director” shall mean the Director of the Department of Community and Economic Development ~~Public Works~~, 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 ~~Public Works~~, and “Director” shall mean the Director of the Department of Community and Economic Development ~~Public Works~~, 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 registered in the Statebranch of Washington to practice in the field of civil works.~~ 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. "Compaction" means the densification of a fill by mechanical means~~ "Clearing and grading permit" means the permit required by this chapter for clearing and grading activities, including temporary permits.

~~G.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.

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

I.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.

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

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

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

MO. "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.

~~NQ. “Grading” means any excavating, filling, removing of the duff layer, or combination thereof.~~

~~O. “Grading and clearing permit” means the permit required by this chapter for grading and clearing activities, including temporary permits.~~

P.R. “Reclamation” means the final grading and land restoration of a site.

QS. “Shorelines” means those lands defined as shorelines in the State Shorelines Management Act of 1971.

RT. “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.

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

~~T. “Soil engineer” means a person who has earned a degree in geology from an accredited college or university, or a person who has equivalent educational training and has experience as a practicing geologist.~~

UV. “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.

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

~~W. “Tidelands” means that portion of the land which is covered and uncovered by the ebb and flood tide.~~

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, except for the following: unless it meets one of the exception criteria identified in SMC 13.190.055 and meets all of conditions identified below:

~~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 five (5) 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; provided, that the performance and restoration requirements of this chapter are met and best management practices are utilized to protect water quality;~~

~~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. Any clearing or grading for roads within a preliminary or finally approved residential plat which has been approved by the Director and for which a financial guarantee has been posted;~~

~~G. 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; provided, that this exception does not apply if the clearing or grading is within a sensitive area as regulated in SMC Title 15;~~

~~H. Cemetery graves; provided, that this exception does not apply except for routine maintenance if the clearing or grading is within an environmentally sensitive area as regulated in SMC Title 15;~~

~~I. Clearing or grading within a preliminarily or finally approved residential plat not involving any excavation exceeding five (5) feet in vertical depth or any fill exceeding three (3) feet in vertical depth, regardless of the amount of material to be removed; provided, that this exception does not apply if the clearing or grading is within an environmentally sensitive area as regulated in Chapter 15.30 SMC or an area placed into tracts or easements pursuant to SMC Title 15. 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;~~

~~J. Excavation less than five (5) feet in vertical depth not involving more than fifty (50) cubic yards of earth or other material on a single site; provided, that the exception does not apply if the clearing or grading is within an environmentally sensitive area as regulated in Chapter 15.30 SMC or an area placed into tracts or easements pursuant to SMC Title 15. 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;~~

~~K. 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; provided, that the exception does not apply if the clearing or grading is within an environmentally sensitive area as regulated in~~

~~SMC Title 15 or an area placed into tracts or easements pursuant to SMC Title 15. 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;~~

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

~~M. 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;~~

~~N. Any clearing or grading which has been approved by the Director as part of a site plan review and for which a financial guarantee has been posted;~~

~~O. Clearing outside of sensitive areas and buffers as regulated in SMC Title 15 unless the development proposal site is within an area subject to 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;~~

~~P. 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;~~

~~Q. 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;~~

~~R. 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~~

~~S. 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.~~

~~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 City of SeaTac Public Works Engineering Division~~ 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 City of SeaTac Public Works Engineering Division~~ 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.

~~C. Development proposals will be subject to two (2) levels of review standards based on occupancy types, critical facilities and standard structures. The review standards for critical facilities will be based on larger earthquake reoccurrence intervals than the earthquakes considered for standard occupancy structures. The review standards will be set forth in the administrative rules.~~

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 ~~City of SeaTac Engineering Division~~ 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 ~~six~~ ~~(6)~~ 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 soils specialist. ~~Geotechnical~~ 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 ~~City of SeaTac Department of Transportation~~ 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 of Natural Resources and Parks~~ 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 ~~City of SeaTac Public Works Engineering Division. That division shall promulgate~~ 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 2009~~12~~ 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 ~~Washington State Energy International Energy Conservation Code.~~

The ~~Washington State Energy International Energy Conservation Code~~, 2009~~12~~ 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 ~~Washington State Energy 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 _____ day of _____, 2013, and signed in authentication thereof on 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: July 1, 2013]

[2013 Building Code Amendments]

6. CSS PRESENTATIONS:

- **Public Safety Statistics (10 minutes)**

By: Police Chief Lisa Mulligan

RCM PRESENTATIONS

- **Introduction of new City employees: Police Chief Lisa Mulligan, Code Compliance Coordinator Meghan McKnight, and Records Management Coordinator Frieda Cramer (5 minutes)**

By: City Manager Todd Cutts

- **Somali Community Services Coalition (5 minutes)**

By: Executive Director Ahmed Jama

- **4th of July Update and Recognition of Sponsor Master Park (5 minutes)**

By: Parks and Recreation Director Kit Ledbetter

**PAYROLL/CLAIMS VOUCHERS WERE SENT
ELECTRONICALLY TO THE CITY COUNCIL**

**A HARD COPY OF THE VOUCHERS
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

**PAYROLL/CLAIMS VOUCHERS ARE ALSO
AVAILABLE ON OUR CITY WEBSITE**

www.ci.seatac.wa.us

SUMMARY OF DONATIONS \$500 OR GREATER

For May 28, 2013 - Regular Council Meeting

Period ended May 15, 2013

<u>Donor Name</u>	<u>Description</u>	<u>Amount</u>
Master Park	Sponsorship for music at the 4th of July event	\$5,000

City of SeaTac

Council Study Session Minutes Synopsis

April 9, 2013
4:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Study Session (CSS) was called to order by Deputy Mayor Mia Gregerson at 4:02 p.m.

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, Assistant City Manager (ACM) Gwen Voelpel, City Clerk Kristina Gregg, Economic Development (ED) Manager Jeff Robinson, Community and Economic Development (CED) Director Joe Scorcio, Human Resources (HR) Director Anh Hoang, Parks and Recreations (P&R) Director Kit Ledbetter, Assistant P&R Director Lawrence Ellis, City Engineer Susan Sanderson, Senior Planner Al Torrico, Civil Engineer 2 Toli Khlevnoy, Fire Chief Jim Schneider, Police Chief Jim Graddon, Assistant Fire Chief Brian Wiwel, Resource Conservation – Neighborhood Programs Coordinator Trudy Olson, Senior Human Resources (HR) Analyst Stephanie Johnson, Executive Assistant Lesa Ellis, and Administrative Assistant Zenetta Young,

Agenda Bill #3499; An Ordinance amending SeaTac Municipal Code (SMC) Section 15.35.150 related to hotels in the Urban High Density Residential UH-900 zone within the City Center located south of South 184th Street

Summary: In September 2009, the City Council amended the SMC to allow hotels in the UH-900 zone within the City Center, south of South 184th Street, as a conditional use. This change was brought forward to allow greater flexibility for Cedarbrook Lodge to operate both as a conference center and hotel following their purchase of the site from Chase Bank (formerly Washington Mutual). At the time, Chase Bank did not want to wait for a conditional use permit process to be completed prior to closing. Thus, the City added specific footnotes into SMC 15.35.150 (use #101) for hotel/motel (H/M) and associated uses related to height, number of rooms, and the prohibition on expanding conference space. These limitations are no longer necessary within the code. This Ordinance amends H/M and associated use restrictions in the UH-900 zone within the City Center by removing these footnotes. The basis for this amendment is that hotels are already allowed as a conditional use within the UH-900 zone in the City Center, south of South 184th Street, thus, potential impacts due to expansion of the facility such as height, conference space and the number of rooms would more effectively be handled through the conditional use permit (CUP) process.

The Planning Commission (PC) will hold a Public Hearing (PH) on April 16, 2013 on this Ordinance. The previous PH on April 2, 2013 was continued, because the PC did not have a quorum.

CED Director Scorcio and Senior Planner Torrico reviewed the agenda bill summary.

Mayor Anderson arrived at this point in the meeting.

Council consensus: Refer this to the 04/23/13 RCM Consent Agenda

Agenda Bill #3504; A Motion authorizing staff to apply for 2014 Community Development Block Grant (CCBG) for design and construction of a bocce court(s) and horse shoe pit

Summary: Adding a bocce court(s) and horse shoe pit has been discussed among the Senior Citizen Advisory Committee members the past several years. The past four years the P&R Department has been very successful in securing funds to design and construct a neighborhood park and a skate park both at SeaTac Community Center (STCC) and to renovate Sunset soccer field utilizing the King County (KC) CDBG program.

The proposed project will design and construct a bocce court(s) and horse shoe pit west of the sensory garden near the entrance to the senior wing at the STCC. This location will be ideal for the many seniors to walk to the site and play. Nevertheless, the site will need earthwork to level the grounds.

The size of the bocce court will be between 76' – 90', depending on design and space available (official size is 87'6" x 13') and the playing surface material will be determined during the design phase of the project. The horse shoe pit will be 48' in length by 6' in width. The maintenance for both amenities will be very minimal with little or no impact to the current park maintenance staff work load.

The inclusion of bocce court(s) and horse shoe pit will add another free recreation activity for the community and provide the seniors outdoor exercise opportunities.

Agenda Bill 3504 (Continued):

The design and construction of the proposed project is not budgeted and this project will not proceed without CDBG grant funding and no City funding will be requested for this project. The estimated cost for design and construction is undetermined at this time. If the grant funding is approved, the City Council will be asked to formally accept the grant and award contracts for design and construction of the expansion project.

To meet all grant requirements, a pre-application has been submitted (due April 5, 2013) with the grant application deadline May 31, 2013. Approval of this Motion is required for the City to formally apply for this grant funding. If this Motion to apply is not approved, staff will withdraw the pre-application.

Assistant P&R Director Ellis reviewed the agenda bill summary.

Council consensus: Refer this to the 04/23/13 RCM Consent Agenda

Agenda Bill #3507; A Motion authorizing the City Manager to amend the contract with T.F. Sahli Construction to purchase and install Musco lighting equipment for SeaTac Community Center (STCC) Skate Park project

Summary: On September 25, 2012, the City Council approved the Contract with T.F. Sahli Construction for an amount of \$202,399.80 to construct the skate park at STCC.

Amending the Contract allows the contractor to purchase and install lights for the skate park and basketball court (which is adjacent to the skate park), at a cost of \$38,211 (includes sales tax). They will purchase two 50' galvanized poles, lighting control cabinet, 5 factory-aimed luminaries and other small equipment plus installation. This will bring the total project cost to \$240,610.80. This amendment will keep the project within the awarded grant amount of \$278,900.

This project is 100% financed by the Community Block Grant; no fiscal impact to the City. The City received approval from Federal Aviation Administration (FAA) before moving forward with discussion of installing lights.

Assistant P&R Assistant Director Ellis reviewed the agenda bill summary.

Council consensus: Refer this to the 04/23/13 RCM Consent Agenda

Agenda Bill #3508; A Motion authorizing the City Manager to execute a design agreement for the South 179th Street Sidewalk Project

Summary: This Motion authorizes the City Manager to execute a design agreement for the South 179th Street Sidewalk Project.

On December 11, 2012 the Council looked at several options for the 2013 – 2014 sidewalk project and the South 179th street option was selected. The plan is to design the project in 2013 and build in 2014 during the summer.

The South 179th Street Sidewalk Project is the fifth project under the City's Neighborhood Sidewalk Program. This project is scheduled to construct sidewalks on both sides of South 179th Street from 42nd Avenue South to Military Road South. Design services requested for this project include preparation of the detailed engineering drawings, specifications, and estimates required to bid and construct the project.

A statement of qualifications was requested from firms selected from the Municipal Research Services Center (MRSC) Consultant Roster in January, 2013. The following firms submitted statements of qualifications: KPG, PACE, Parametrix, Lochner, and AECOM. The firms were evaluated based on their staff qualifications, experience with similar projects, project understanding, and available resources to complete the project on schedule. Parametrix was selected as the most qualified firm due to their extensive experience on similar projects. The scope of work includes surveying, engineering design, cost estimating, possible right-of-way (ROW) or easement acquisition, public outreach, environmental services, geotechnical investigation, and coordination with affected utilities. The negotiated scope and fee for Parametrix, Inc. is reasonable for the level of effort and work anticipated. The City of SeaTac's standard agreement form will be used. It is anticipated that the project will be constructed in 2014.

The amount to be paid is not to exceed \$229,532.69. The Transportation Capital Improvement Program (CIP) Fund (307) includes \$1,415,000 for this project in the 2013-2014 biennial budget.

Civil Engineer 2 Khlevnoy reviewed the agenda bill summary.

Council consensus: Refer this to the 04/23/13 RCM Consent Agenda

Agenda Bill #3509; A Motion authorizing an Interlocal Agreement (ILA) with Highline Water District for construction of waterline replacement and pavement restoration as part of the South 168th Street Sidewalk Project

Summary: Highline Water District desires to replace an existing waterline on South 168th Street from 34th Avenue South to Military Road South. Combining the District's waterline replacement with the City's sidewalk construction project will minimize disruption to the neighborhood and traveling public and reduce the overall construction cost by sharing items such as traffic control, erosion control, and construction surveying. The District will reimburse the City for 100% of the actual water line costs incurred, as well as some pavement restoration costs within the limits of the waterline replacement. A 10% markup for construction management by the City will be added to the amount reimbursed by the District.

This Motion has no financial impact to the City. The full cost of construction and oversight of the District's work, estimated at \$365,121.35 will be reimbursed by Highline Water District.

This project will be bid in May 2013.

Civil Engineer 2 Khlevnoy reviewed the agenda bill summary.

Council consensus: Refer this to the 04/23/13 RCM Consent Agenda

Agenda Bill #3510; A Motion approving the City Manager to execute a Purchase and Sale Agreement (PSA) for property located at 15201 – 15215 Military Road South

Summary: The acquisition of this property adds to the current land assemblage that includes the SeaTac Center, and increases the City's ability to guide the future transit-oriented redevelopment of this portion of the South 154th Street Station Area. This parcel is one of the key pieces to the overall redevelopment strategy for the area fronting International Boulevard (IB) between South 154th and 152nd Streets. This has been confirmed by numerous developers by virtue of its location on the corner of South 152nd Street and Military Road and, according to input from the development sector, will make the City's current investment in the SeaTac Center more valuable for future redevelopment. The property will potentially provide for the construction of necessary public improvements that may include roadways, pedestrian paths, and open space. Through this assemblage the resulting redevelopment of the two sites will be more fully integrated and complimentary to one another than if accomplished in a piecemeal fashion. To execute this PSA the City will make a \$10,000 refundable earnest money deposit that will be applied to the purchase price if the City exercises the option to complete the transaction. The City has a one-year contingency period to complete all aspects of the required due diligence including environmental assessments, appraisals, surveys and other investigations as deemed warranted. If there are environmental mitigations necessitated that are not covered by the seller's existing insurance policies the purchase price will be decreased from \$1.5 million to \$1.25 million. Within one-year from the execution of the PSA and upon completion of all due diligence activities the City Council will be briefed and at that time can decide to waive all contingencies and exercise the option to purchase or inform the sellers that the agreement will be terminated.

The budget authority for \$1 million of this \$1.5 million acquisition is currently allocated in the biennial "Light Rail Station Areas CIP" budget under the 308 Fund. Additional resources for the acquisition can be generated through the "Community Relief Fund", 105, or from other sources generated from sale of surplus City-owned property or other revenues.

In 2011 the Council had a goal that stated move forward with the South 154th Street light rail and development to establish a clear focus and attract ideas from developers. Staff received ideas from developers and toured the site with 5 different developers individually. In 2012 the goal was revised to plan and construct infrastructure improvements in the South 154th Street Light Rail station area. That increases the viability of commercial development while also continuing to pursue development opportunities incorporating input from SeaTac residents and adjacent businesses as well as the development community. In 2006 with the adoption of the South 154th Street Station Area Action Plan the vision for that area was for a vibrant mix use residential neighborhood that connects people of various backgrounds, the station area would be pedestrian oriented, visibly pleasing, easily accessible and integrated with high capacity transit.

CED Director Scorcio and ED Manager Robinson reviewed the agenda bill summary.

Council discussion ensued regarding the development of the Pancake Chef property.

Council consensus: Refer this to the 04/23/13 RCM Action Item

Agenda Bill #3511; A Resolution authorizing the City Manager to execute a Second Amended and Restated Development Agreement (DA) with Gateway Investment LLC

Summary: Gateway LLC originally entered into a DA in 1998 that allowed for the continuation and expansion of a legal non-conforming land use. The DA included a requirement to develop either a 140-room hotel or another commercial structure with a minimum of 100,000 sq ft. Subsequently, the DA was amended in 2007 to extend the deadline for the construction of the required improvements. Under the 2007 DA, such development was required to be completed no later than June 1, 2011 or a "Delay Fee" of \$500K was due to the City and payable no later than June 1, 2016, at which time the legal non-conforming use would be discontinued. The public benefits accruing to the City as part of the original and amended DA included the granting of easements and land dedications to facilitate certain road improvements. These public benefits continue as a component of the new proposed amendment.

The City's priorities have changed since the adoption of the current agreement. The City's goals now indicate that development in the South 154th Street and South 200th Street Station areas are higher priorities than the development of the Airport Station Area. Gateway has agreed to arrange for its affiliate to either: transfer to the City certain real property it owns in the South 154th Street Station area of the City; and/or transfer funds to the City to assist in accomplishing its objectives in the South 154th Street Station Area.

The City would agree to amend the Restated DA to remove the requirements for the construction of commercial property and allow the legal non-conforming use to continue as-is for one of the following considerations, at the City's option:

The receipt of \$800,000 and the real property located within the South 154th Street Station Area; or, A total of \$1.1 million cash transfer to the City.

CED Director Scorcio and ED Manager Robinson reviewed the agenda bill summary.

Council consensus: Refer this to the 04/23/13 RCM Action Item

PRESENTATIONS:

•Addition of new SR 509/I-5 Corridor Completion to City Council Goals

ACM Voelpel stated that Council asked at the February retreat that a new goal be added for SR 509. She presented the following draft goal prepared by PW Director Gut and herself:

Energetically advocate for completion of SR 509 to I-5 in local, statewide and federal forums including support of public-private partnerships, grants and revenue options that will result in funding necessary for construction of the highway.

The intent of this presentation is to get Council consensus on the goal. It will be added to the website and will be rolled into the strategic planning efforts. Ms. Voelpel also stated that staff is creating a SR 509 specific website based on the marketing materials that have been distributed in the past, and have collaborated with Kent, Federal Way, and the Port of Seattle (POS) to develop the website. It mirrors what the SR 167 coalition has developed. The website will be launched soon.

Council concurred with the wording of SR 509 goal as presented.

•Consideration of Council Information Request (CIR) regarding possible City grant program to partially fund neighborhood street lights

Mayor A. Anderson presented a CIR form that was submitted by himself, DM Gregerson and CM Ladenburg requesting authorization for staff to investigate and come forward with a proposal based on Council input on a Community Grant Program that is application based and evaluated on a case by case basis. This would enable the City to partially fund projects that would be beneficial to the City, up to 25% of the cost.

A few years back the City had a program in place where City groups could come forward and request funds for projects that would enhance their neighborhoods, such as street lighting and secure mail boxes. When the City was having economic difficulties the program was suspended. Several citizens have inquired rather the City would like to re-instate the program.

Council concurred with directing staff to bring forward a proposal.

PRESENTATIONS (Continued):

● **Public Safety Statistics**

Fire Chief Schneider reviewed the March 2013 statistics. Calls for service are slightly up, average about 25 – 30 calls per month for auto accidents, of which some require extrication. He also reviewed the following events: (1) April 27 – YMCA Healthy Kids Day; (2) April 26 – Fire Station tours; and (3) Easter Egg Hunt had 300 participants. He provided an update on the contractual consolidation process which is approximately half way through with putting the plan together. The Interlocal Agreement (ILA) is also being drafted. The recommendation of the Steering Committee is to review the plan with both the Kent Fire Department Governance Board and the SeaTac City Council at a combined presentation. Then in late July or August come back with a final draft ILA.

ADJOURNED: Mayor A. Anderson adjourned the CSS at 5:39 p.m.

City of SeaTac

Regular Council Meeting Minutes

April 23, 2013
6:30 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Anthony (Tony) Anderson at 6:30 p.m.

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald (*left at 8:35 p.m.*).

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Judge Elizabeth Cordi-Bejarano, Municipal Court Administrator Paulette Revoir, Program Manager Soraya Lowry, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Police Captain Annette Louie, and Police Chief Jim Graddon.

FLAG SALUTE: Mayor A. Anderson led the Council, audience and staff in the Pledge of Allegiance.

PUBLIC COMMENTS: Mr. Helland commented on the following: (1) Riverton Heights – provided Council with a copy of document titled “A community-owned vision for Riverton Heights Property”; and (2) Community Building Committee (CBC) - members should be from the City.

Earl Gipson commented on the CBC application/interview process stating that plenty of SeaTac citizens who have been involved in the community applied and didn’t get interviewed.

PRESENTATIONS:

•Key to the City to retiring Police Chief Jim Graddon

Chief Graddon introduced family in attendance and thanked the Council, staff, and residents for their support while he was the Chief.

Mayor A. Anderson presented the Key to the City to Police Chief Graddon.

•Council Confirmation of Mayoral Appointments of seven members and two alternate members to the Community Building Committee (CBC)

Mayor A. Anderson announced the selection of Virginia Olsen, Keith Sieber, Jean Blackburn, Abdirahman Hashi, Pat Patterson, Abdiwali Mohamed, and Matthew York as members, and Nibret Aga and Kenneth Taylor as alternate members to the CBC.

MOVED BY GREGERSON, SECONDED BY LADENBURG TO CONFIRM THE MAYORAL APPOINTMENT OF VIRGINIA OLSEN, JEAN BLACKBURN, PAT PATTERSON, AND MATTHEW YORK AS MEMBERS WITH TWO YEAR TERMS, AND KEITH SIEBER, ABDIRAHMAN HASHI, AND ABDIWALI MOHAMED AS MEMBERS WITH ONE YEAR TERMS, AND NIBRET AGA AND KENNETH TAYLOR AS ALTERNATE MEMBERS TO THE COMMUNITY BUILDING COMMITTEE.*

Council discussion ensued regarding the proposed members. Some CMs shared their opinions that all members should be SeaTac residents. The CMs that were appointed to the selection committee stated that these people were chosen for what they could bring to the City and their current work in the City with different groups.

*UPON A ROLL CALL VOTE, MOTION CARRIED WITH A. ANDERSON, GREGERSON, LADENBURG AND BUSH VOTING YES, AND FORSCHLER, T. ANDERSON, AND FERNALD VOTING NO.

Mayor A. Anderson presented the certificates to the appointed members. Nibret Aga and Abdiwali Mohamed were not in attendance. Their certificates will be mailed to them.

•Multi-Service Center

Housing Program Director Manuela Ginnett detailed the programs provided by Multi-Service Center. Financial support received by the City helps to fund sheltering, the emergency assistance program, and rent assistance. Their mission is helping people achieve greater independence and realize the power of their choice. She thanked the City for its support of the Multi-Service Center.

•Law Week Proclamation and Presentation of Law Week Art Contest Winner

Municipal Court Judge Cordi-Bejarano asked the Council to declare April 29 – May 3 as Law Week.

Mayor A. Anderson read the proclamation declaring April 29 – May 3 as Law Week.

Judge Cordi-Bejarano shared the list of activities scheduled for Law Week.

PRESENTATIONS (Continued):

Law Week Proclamation and Presentation of Law Week Art Contest Winner (Continued):

Judge Cordi-Bejarano recognized the art contest winner Marina Lor for her "Gender Rights" artwork and presented her with the award.

CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 102678 - 102862) in the amount of \$653,258.08 for the period ended April 19, 2013.
- **Approval of payroll vouchers** (check nos. 51376 – 51404) in the amount of \$193,159.22 for the period ended April 15, 2013.
- **Approval of payroll electronic fund transfers** (check nos. 76595 – 76773) in the amount of \$386,023.36 for the period ended April 15, 2013.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$76,615.83 for the period ended April 15, 2013.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended April 17, 2013.

Agenda Items reviewed at the April 9, 2013 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3499; Ordinance #13-1007 amending the SeaTac Municipal Code Section 15.35.150 related to hotels in the UH-900 zone within the City Center located south of South 184th Street

Agenda Bill #3504; Motion authorizing staff to apply for 2014 Community Development Block Grant for design and construction of bocce court(s) and horse shoe pit

Agenda Bill #3507; Motion authorizing the City Manager to amend the contract with T.F. Sahli Construction to purchase and install Musco lighting equipment for SeaTac Community Center skate park project

Agenda Bill #3508; Motion authorizing the City Manager to execute a design agreement for the South 179th Street Sidewalk Project

Agenda Bill #3509; Motion authorizing an Interlocal Agreement with Highline Water District for construction of waterline replacement and pavement restoration as part of the South 168th Street Sidewalk Project

MOVED BY T. ANDERSON, SECONDED BY GREGERSON TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARING (PH):

● **Second Amended and Restated Development Agreement (DA) with Gateway Investment LLC**

Mayor A. Anderson opened the PH at 7:30 p.m.

CED Director Scorcio stated that this presentation was also provided during the April 9 Council Study Session (CSS).

Mr. Robinson reviewed Agenda Bill #3511 summary below and detailed the property.

CMs T. Anderson and Ladenburg and Mayor A. Anderson recommended passing Agenda Bill #3511.

Mr. Scorcio detailed the Urban Land Institute (ULI) process that will be conducting during fall 2013 for this area.

Upon a question posed by CM Fernald, Mr. Scorcio detailed the properties for Agenda Bill #3511 and #3510 and their connection.

Roger McCracken and Bruce Bjerke spoke in favor Agenda Bill #3511.

Earl Gipson stated he does not have any concern with this proposal; however, he does have an issue with the fact that the City has revenue producing properties, and the money isn't being put back into the correct funds.

Mayor A. Anderson closed the PH at 8:08 p.m.

ACTION ITEM (related to a PH):

Agenda Bill #3511; Resolution #13-005 authorizing the City Manager to execute a Second Amended and Restated Development Agreement (DA) with Gateway Investment LLC

Summary: Gateway LLC originally entered into a DA in 1998 that allowed for the continuation and expansion of a legal non-conforming land use. The DA included a requirement to develop either a 140-room hotel or another commercial structure with a minimum of 100,000 sq ft. Subsequently, the DA was amended in 2007 to extend the deadline for the construction of the required improvements. Under the 2007 DA, such development was required to be completed no later than June 1, 2011 or a “Delay Fee” of \$500K was due to the City and payable no later than June 1, 2016, at which time the legal non-conforming use would be discontinued. The public benefits accruing to the City as part of the original and amended DA included the granting of easements and land dedications to facilitate certain road improvements. These public benefits continue as a component of the new proposed amendment.

The City’s priorities have changed since the adoption of the current agreement. The City’s goals now indicate that development in the South 154th and South 200th Street Station areas are higher priorities than the development of the Airport Station Area. Gateway has agreed to arrange for its affiliate to either: transfer to the City certain real property it owns in the South 154th Street Station area of the City; and/or transfer funds to the City to assist in accomplishing its objectives in the South 154th Street Station Area.

The City would agree to amend the Restated Development Agreement to remove the requirements for the construction of commercial property and allow the legal non-conforming use to continue as-is for one of the following considerations, at the City’s option:

1. The receipt of \$800,000 and the real property located within the South 154th Street Station Area; or,
2. A total of \$1.1 million cash transfer to the City.

The City would receive either: an \$800,000 cash payment and real property assessed at or above \$300,000; or, a cash payment of \$1.1 million.

MOVED BY T. ANDERSON, SECONDED BY GREGERSON TO PASS RESOLUTION #13-005.*

Council discussion ensued as to the reasons they were going to vote yes.

*MOTION CARRIED UNANIMOUSLY.

ACTION ITEM:

Agenda Bill #3510; Motion approving the City Manager to execute a Purchase and Sale Agreement (PSA) for property located at 15201 – 15215 Military Road South

Summary: The acquisition of this property adds to the current land assemblage that includes the SeaTac Center, and increases the City’s ability to guide the future transit-oriented redevelopment of this portion of the South 154th Street Station Area. This parcel is one of the key pieces to the overall redevelopment strategy for the area fronting International Boulevard (IB) between South 154th and 152nd Streets. This has been confirmed by numerous developers by virtue of its location on the corner of 152nd and Military Road and, according to input from the development sector, will make the City’s current investment in the SeaTac Center more valuable for future redevelopment. The property will potentially provide for the construction of necessary public improvements that may include roadways, pedestrian paths, and open space. Through this assemblage the resulting redevelopment of the two sites will be more fully integrated and complimentary to one another than if accomplished in a piecemeal fashion. To execute this PSA the City will make a \$10,000 refundable earnest money deposit that will be applied to the purchase price if the City exercises the option to complete the transaction. The City has a one-year contingency period to complete all aspects of the required due diligence including environmental assessments, appraisals, surveys and other investigations as deemed warranted. If there are environmental mitigations necessitated that are not covered by the seller’s existing insurance policies, the purchase price will be decreased from \$1.5 million to \$1.25 million. Within one-year from the execution of the PSA and upon completion of all due diligence activities the City Council will be briefed and at that time can decide to waive all contingencies and exercise the option to purchase or inform the sellers that the agreement will be terminated.

The budget authority for \$1 million of this \$1.5 million acquisition is currently allocated in the biennial “Light Rail Station Areas Capital Improvement Program” budget under the 308 Fund. Additional resources for the acquisition can be generated through the “Community Relief Fund”, 105, or from other sources generated from sale of surplus City-owned property or other revenues.

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO PASS AGENDA BILL #3510.*

PUBLIC COMMENTS (related to Agenda Bill #3510): Loren Sisley, owner of pancake chef spoke in favor of Agenda Bill #3510.

ACTION ITEM (Continued):

Agenda Bill #3510 (Continued): Council discussion ensued regarding purchasing this property.

Mr. Scorcio stated that the purpose of this agreement will allow the City to determine if there is a problem or contamination with the property prior to buying it.

*MOTION CARRIED WITH LADENBURG, A. ANDERSON, GREGERSON, BUSH, T. ANDERSON, AND FERNALD VOTING YES AND FORSCHLER VOTING NO.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) April 26 – 11 a.m., South 200th Street Link extension groundbreaking; (2) April 27 – 1 p.m., CERT graduation; (3) April 27 – 10 a.m., National Prescription Drug Take Back day; (4) April 27 – 9 a.m., Free Healthcare Screening at Bartell Drugs at 14277 Tukwila IB; and (5) Community Transportation Funding Grant awarded for two projects that will supplement the upcoming Angle Lake Station Area Planning Efforts - \$28,000 for community engagement and \$20,000 for bike and pedestrian connectivity.

COUNCIL COMMENTS: CM Ladenburg commented on the following: (1) April 27 – 2 p.m., Highline Historical Society (HHS) hosting an event “General George Picket, his life and times” at the Tyee Educational Complex; (2) retiring Police Chief Jim Graddon – he has been a great asset to the City and King County (KC) and will be missed; (3) Bow Lake Elementary School Teacher Melissa Thienes received the Bonnie Camble Hill Washington State Literacy Leader Award; and (4) Mayor A. Anderson and DM Gregerson spoke in Olympia April 19 on the Gateway project and did a great job.

CM Forschler commented on the following: (1) surprise Hauler strike - he provided comments he received from residents and asked that they be shared with Republic; and (2) reiterated his comment that assembling land is not good for cities to do.

CM T. Anderson encouraged everyone to attend the HHS event on April 27.

CM Fernald commented on the following: (1) April 25 - 9 a.m., Arbor Day celebration at McMicken Park; and (2) April 27 – 9 a.m., 6th Annual North SeaTac Park clean up sponsored by Neighbors without Borders Action Committee.

CM Bush stated that real estate values are increasing everywhere.

CM Fernald left at this point in the meeting.

DM Gregerson encouraged everyone to participate in the Cove to Clover Snakezilla run on April 28.

Mayor A. Anderson stated that the City has hired Lisa Mulligan as the new Police Chief. He also commented on his visit to Olympia to testify to get funding for completing SR 509.

ADJOURNED:

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 8:39 P.M.

MOTION CARRIED UNANIMOUSLY.

Tony Anderson, Mayor

Kristina Gregg, City Clerk

City of SeaTac

Regular Council Meeting Minutes

May 14, 2013
6:30 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Anthony (Tony) Anderson at 6:31 p.m.

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Senior Resident Civil Engineer Bob Eddy, Assistant Building Services Manager Trace Justice, Senior Resident Civil Engineer Scott Smith, Finance & Systems Director Aaron Antin, Economic Development (ED) Manager Jeff Robinson, Human Services (HS) Program Manager Colleen Brandt-Schluter, and Human Resources (HR) Director Anh Hoang.

FLAG SALUTE: Mayor A. Anderson led the Council, audience and staff in the Pledge of Allegiance.

PUBLIC COMMENTS: Claudia Dickinson thanked the City from the Rotary for being a major sponsor of the Rotary South King County Flower and Garden Show on April 13. The event raised \$3,500 to support programs in this area. She listed some of the Rotary programs.

Anthony Spain, Northwest Symphony Orchestra Music Director, provided an update on what the orchestra has accomplished this year: 105 tickets given to 8 hotels for their vacation packages, involved with the Highline School District (HSD), and gearing up for the October 25 concert. They also held a new annual fundraiser at Cedarbrook Lodge.

Earl Gipson, Vicki Lockwood, and Erin Sitterley read into the record a proposed Ordinance regarding setting minimum employment standards for hospitality and transportation workers which SeaTac citizens may propose to put on the ballot at the General Election in November 2013.

PRESENTATIONS:

•Introduction of new City employees: Senior Resident Civil Engineer Bob Eddy, Assistant Building Services Manager Trace Justice and Senior Resident Civil Engineer Scott Smith

City Manager Cutts introduced Mr. Eddy, Mr. Justice, and Mr. Smith.

•Community Schools Collaboration (CSC)

CSC Executive Director Deborah Salas reviewed the mission: to provide children and youth with opportunities to succeed in school, to develop high aspirations, and to create a better world. She detailed some of the services they provide. More than 700 students were served in SeaTac during the past year.

The money provided to CSC from the City of SeaTac helps them provide a parent leadership program, parent engagement, bi-lingual services, and support some of the elementary school programs. They were tasked to reach 140 unduplicated City clients. As of the end of October, 126 contacts had occurred.

Ms. Salas explained ways the community can get involved: funds, connecting students with professional mentors to help develop job skills, fundraisers, or participating in the Give Big Day.

CONSENT AGENDA:

•Approval of claims vouchers (check nos. 102863 - 102984) in the amount of \$762,496.75 for the period ended May 3, 2013.

•Approval of payroll vouchers (check nos. 51405 – 51439) in the amount of \$447,367.49 for the period ended April 30, 2013.

•Approval of payroll electronic fund transfers (check nos. 76774 – 76958) in the amount of \$379,982.16 for the period ended April 30, 2013.

•Approval of payroll wire transfer (Medicare and Federal Withholding Tax) in the amount of \$76,206.51 for the period ended April 30, 2013.

Agenda Items reviewed at the April 23, 2013 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3515; A Motion authorizing the purchase of a vactor truck and community center van

CONSENT AGENDA (Continued):

Agenda Bill #3500; A Motion authorizing the City Manager to enter into Utility Agreements for the Military Road South Improvements

Agenda Bill #3505; An Ordinance amending the 2013-2014 budget for 2012 carry forward appropriations

Agenda Bill #3506; A Resolution finalizing the 2012 unclaimed property reporting to the State of Washington

Approval of Council Meeting Minutes:

Council Study Session held March 26, 2013

Regular Council Meeting held April 9, 2013

MOVED BY T. ANDERSON, SECONDED BY GREGERSON TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS (related to Unfinished Business): There were no public comments.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) the Library Advisory Committee, Senior Citizen Advisory Committee, Tree Board, and Hotel/Motel (H/M) Tax Advisory Committee all have vacancies; and (2) the City received two grants for the Police department - Washington Traffic Safety Commission - \$3,900, and Edward Byrne Memorial Justice Assistance Grant (JAG) - \$13,782.

COUNCIL COMMENTS: CM Ladenburg stated he attended the South 200th Street Station groundbreaking and he thanked Mike's Community Cup for their participation in the event. He also stated that the community has an opportunity to comment on the Third Runway Part 150 Study until May 30.

CM Forschler requested the City assess the impact to the City and to staff if the initiative passes. He also requested the Council consider implementing a City Ombudsman.

CM Fernald thanked the City for flowers she received after the passing of her father.

CM Bush stated that he recently took the light rail to Seattle and while it was packed, it was a nice, easy trip.

DM Gregerson thanked ED Manager Jeff Robinson and Ms. Brandt-Schluter for their help with the East African Community Forum recently. The community expressed two main issues: (1) safety, and (2) housing availability.

Mayor A. Anderson commented on the following events that occurred in the past couple of weeks: (1) East African Community Forum; (2) International Brotherhood of Electrical Workers, Local 77, moved into SeaTac; (3) Global to Local held a health fair; (4) Angle Lake Station groundbreaking; (5) Highline Communities Coalition has been working on the Safe Streets Initiative; and (6) SR 509 lobbying in Olympia.

ADJOURNED:

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 7:41 P.M.

MOTION CARRIED UNANIMOUSLY.

Tony Anderson, Mayor


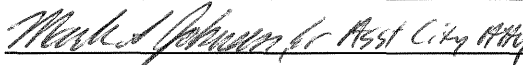


Kristina Gregg, City Clerk

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks

Agenda Bill #: **3503**

TITLE: A Motion authorizing the purchase of the Department of Transportation property currently leased for parking at City Hall.

May 7, 2013	
__Ordinance __Resolution <u>X</u> Motion __Info. Only __Other	
Date Council Action Requested: <u>RCM 5/28/13</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 5/14/13</u>	
Prepared By: <u>Pat Patterson/Facilities Manager</u>	
Director: <u></u>	City Attorney: <u> Mark Johnson, Jr. Asst. City Atty.</u>
Finance: <u></u>	BARS #: <u>301.000.04.594.19.61.001</u>
City Manager: <u></u>	Applicable Fund Name: <u>301 Municipal CIP Fund</u>

MR
[Handwritten initials]

SUMMARY: This Motion will allow for the purchase of the DOT property on the northwest side of City Hall currently used for parking.

DISCUSSION / ANALYSIS / ISSUES: When the City purchased the City Hall building it came with a Washington State Department of Transportation lease for roughly 21,114 sf of land that is used for 62 parking spaces. In 2010 we explored the concept of purchasing the property. At that time DOT assessed the property at nearly \$950,000. The City had an appraisal done in 2011 and it was valued at approximately one third of that amount. Shortly thereafter, the City began the process for purchasing said property. This entailed getting a release from the Federal Highway Administration since the property was originally designated for a second I5 off ramp. It also required the State to surplus the property in order to offer it for sale. This property is now available for purchase. The property itself has no developmental possibilities other than for use in conjunction with the City Hall building.

RECOMMENDATION(S): It is recommended that the City purchase this property.

FISCAL IMPACT: The City currently pays DOT \$2600.00 per month on the lease. DOT has accepted our appraisal at \$350,000.00. There will also be a \$76.00 recording fee to the King County Recorder and another \$10.00 processing fee to the King County Treasurer. At the current lease rate and with the expectation of increases in the rate, the City will pay for the property in less than 11 years.

There is \$400,000.00 in the 2013 CIP budget to purchase this property.

ALTERNATIVE(S):

- 1) Do not purchase the property.

ATTACHMENT(S):

None