

# City of SeaTac

## Council Study Session Agenda

June 11, 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 #3520; A Motion authorizing the City Manager to execute a construction contract and authorizing expenditures for the South 168<sup>th</sup> Street Sidewalk Project (10 minutes)**  
By: Civil Engineer Toli Khlevnoy
2. **Agenda Bill #3516; A Motion establishing the 2013 Final Docket of Comprehensive Plan Amendments (15 minutes)**  
By: Planning Manager Steve Pilcher / Senior Planner Mike Scarey
3. **PRESENTATIONS:**
  - **SeaTac Surface Water Plan (45 minutes)**  
By: Stormwater Compliance Manager Don Robinett / Herrera Environmental Project Engineer Rebecca Dugopolski
  - **Urban Land Institute Technical Assistance Panel report on the Angle Lake Station Area and Transit Oriented Development (40 minutes)**  
By: Community and Economic Development Director Joseph Scorcio / Executive Director ULI Northwest Kelly Mann / Caincross & Hemplemann and Technical Assistance Panel Chair John Hempelmann / Fred Glick Design and, Technical Assistance Panel Participant Fred Glick
  - **Public Safety Statistics (10 minutes)**  
By: Fire Chief Jim Schneider

**ADJOURN:**



# City of SeaTac

## Regular Council Meeting Agenda

June 11, 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.)

**3. PRESENTATIONS (Continued):**

- **Lutheran Community Services Northwest Family Resource Center (5 minutes)**

By: South King County Program Coordinator Zac Eskanazi

- **Southwest King County Chamber of Commerce (5 minutes)**

By: Southwest King County Chamber of Commerce President/CEO Carol Kolson

**4. CONSENT AGENDA:**

- **Approval of claims vouchers** (check nos. 103204 - 103336) in the amount of \$4,587,961.94 for the period ended May 5, 2013.
- **Approval of payroll vouchers** (check nos. 51468 – 51501) in the amount of \$454,282.77 for the period ended May 31, 2013.
- **Approval of payroll electronic fund transfers** (check nos. 77145 – 77334) in the amount of \$395,957.67 for the period ended May 31, 2013.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$80,617.89 for the period ended May 31, 2013.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended June 7, 2013.

**Agenda Items reviewed at the May 28, 2013 Council Study Session and recommended for placement on this Consent Agenda:**

**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**

**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**

**Agenda Bill #3521; A Resolution authorizing a Local Agency Agreement with Washington State Department of Transportation for federal aid funding of the South 188<sup>th</sup> Street Overlay Project and any subsequent documents related to the agreement**

**Agenda Bill #3517; An Ordinance amending the SeaTac Municipal Code related to Buildings and Construction**

**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 #: 3520

**TITLE:** A Motion authorizing the City Manager to execute a construction contract and authorizing expenditures for the South 168<sup>th</sup> Street Sidewalk Improvements.

<i>June 4, 2013</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b> RCM 06/25/13	
<b>Ord/Res Exhibits:</b> _____	
<b>Review Dates:</b> CSS 06/11/13	
<b>Prepared By:</b> Toli Khlevnoy, Civil Engineer 2	
<b>Director:</b> _____	<b>City Attorney:</b> <i>Mary Mirante Beutolo</i>
<b>Finance:</b> _____	<b>BARS #:</b> 307.000.11.595.61.63.185
<b>City Manager:</b> _____	<b>Applicable Fund Name:</b> Transportation CIP (307)

MR  
34

**SUMMARY:** This Motion awards the South 168<sup>th</sup> Street Sidewalk Improvements construction contract to R.W. Scott Construction Co. and authorizes total construction expenditures.

**DISCUSSION / ANALYSIS / ISSUES:** The South 168th Street Sidewalk Improvements includes new sidewalks on both sides of the road, curb and gutter, asphalt overlay, storm drainage facilities and replacement of Highline Water District's water main. The project limits are between 34th Avenue South and Military Road South. McMicken Heights Elementary School borders the alignment and the project improves its safe walking route.

The South 168th Street Sidewalk Improvements were advertised in May. Six bids were received and opened on May 29, 2013. R.W. Scott Construction Company was the apparent low bidder with a bid 3% below the Engineer's Estimate and 2% below the next bid. R.W. Scott Construction Co. has worked for the City in the past on the South 154<sup>th</sup> Street Improvements and the South 164<sup>th</sup> Street Sidewalk Improvements. R.W. Scott is an experienced contractor qualified to perform the work.

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

**FISCAL IMPACT:** The total construction cost is estimated to be \$1,512,822.48, which includes \$396,942.98 that will be reimbursed to the City by Highline Water District. The project is funded by the City 307 Transportation fund. The current 2013 account balance in this line item is \$1,352,937.90.

The project construction expenditure authorization and funding are as follows:

Expenditure Authorization:

Construction Contract	\$ 1,366,202.25
Contingency (10%)	\$ 136,620.23
Materials Testing King Co.	\$ 5,000.00
Construction Inspection Overtime	\$ 5,000.00
Total	\$ 1,512,822.48

Revenue Estimate:

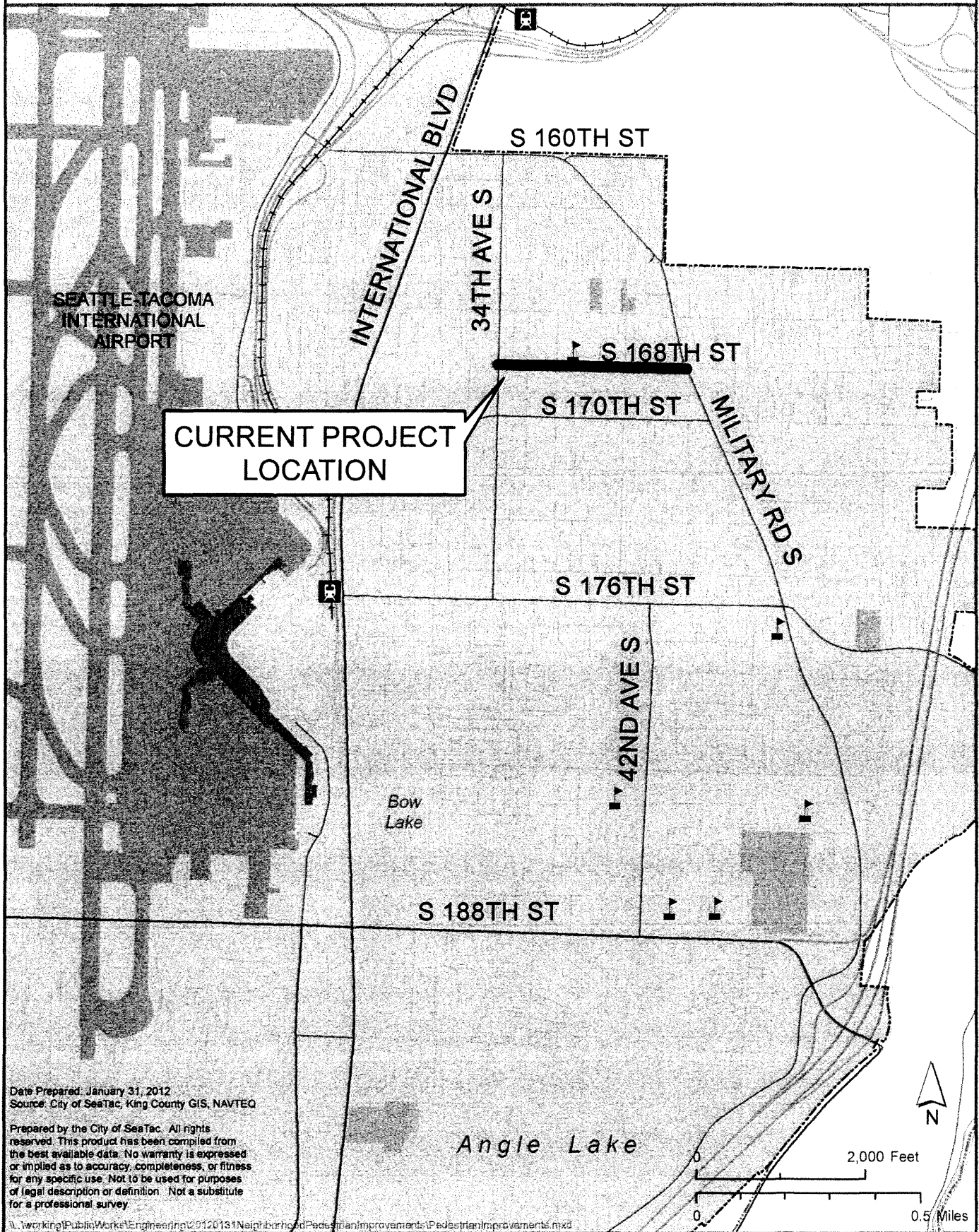
City Fund 307 (Transportation CIP)	\$1,115,879.50
Highline Water District (Water Main Replacement)	<u>\$ 396,942.98</u>
Total	\$1,512,822.48

**ALTERNATIVE(S):** 1) Council may reject all bids and direct rebidding of the project; however, it would be highly unlikely that rebidding the project would result in a lower bid; 2) Council may direct staff to eliminate or delay the project. Delaying the project may lead to cost increases due to construction materials price escalation and inflation.

**ATTACHMENTS:** 1) Vicinity Map; 2) Bid Results

# South 168th Street Sidewalk Project

City of SeaTac



Date Prepared: January 31, 2012  
Source: City of SeaTac, King County GIS, NAVTEQ

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**CITY OF SEATAC  
CALL FOR BID  
South 168<sup>th</sup> Street Sidewalk Improvements  
BIDS TABULATION**

CALL FOR BIDS ON: South 168<sup>th</sup> Street Sidewalk Improvements  
 Department/Contact: PW - Engineering  
 Ad Date/ Publication: Seattle Times 05/15/13 and 05/22/13  
 Daily Journal of Commerce 05/15/13 and 05/22/13  
 Pre-Submittal Consultant Conference: N/A  
 Submission Deadline: 05/29/13 at 10:00 am  
 Submission to Council: N/A  
 Bid Opening: 05/29/13 at 10:15 am  
 Personal Interviews: N/A  
 Bid Award Date: N/A  
 Estimate:

**BIDS RECEIVED FROM:**

Name/Address/Phone/FAX	Date/Time Method	Tabulation
Gary Merlino Construction Company 9125 – 10 <sup>th</sup> Avenue South Seattle, WA 98108 206-762-9125	05/29/13 9:32 AM Hand Delivered	Bid Bond <u>          Yes          </u> Addenda 1: <u>          Yes          </u> Total Bid <u>      \$1,644,170.50      </u>
R.W. Scott Construction Co. General Contractors 4005 West Valley Hwy., suite A Auburn, WA 98001	05/29/13 9:47 Am Hand Delivered	Bid Bond <u>          Yes          </u> Addenda 1: <u>          Yes          </u> Total Bid <u>      \$1,366,202.25      </u> (Apparent Lowest Bidder)
Titan Earthwork 13806 16 <sup>th</sup> Street East Sumner, WA 98390	05/29/13 9:48 Am Hand Delivered	Bid Bond <u>          Yes          </u> Addenda 1: <u>          Yes          </u> Total Bid <u>      \$1,457,974.25      </u>

Name/Address/Phone/FAX	Date/Time Method	Tabulation
Archer Construction, Inc. 7855 South 206 <sup>th</sup> St Kent, WA 98032	05/29/13 9:48 AM Hand Delivered	Bid Bond <u>          Yes          </u> Addenda 1: <u>          Yes          </u> Total Bid <u>      \$1,388,718.06      </u>
Westwater Construction Company 31833 Kent-Blk Diamond Rd. Auburn, WA 98092	05/29/13 9:50 AM Hand Delivered	Bid Bond <u>          Yes          </u> Addenda 1: <u>          Yes          </u> Total Bid <u>      \$1,703,592.25      </u>
Tucci & Sons Inc. 4224 Waller Road Tacoma, WA 98443-1623	05/29/13 9:50 AM Hand Delivered	Bid Bond <u>          Yes          </u> Addenda 1: <u>          Yes          </u> Total Bid <u>      \$1,498,320.70      </u>

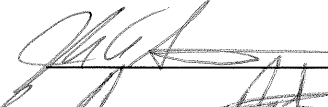



# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: Community and Economic Development

Agenda Bill #: 3516

TITLE: A Motion Establishing the 2013 Final Docket of Comprehensive Plan Amendments

May 28, 2013			
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other			
Date Council Action Requested:	RCM 6/25/13		
Ord/Res Exhibits:	None		
Review Dates:	PC: 5/7/13, 5/21/13; Council: CSS 6/11/13		
Prepared By:	Michael Scarey, Senior Planner		
Director:		City Attorney:	
Finance:		BARS #:	N/A
City Manager:		Applicable Fund Name:	N/A

**SUMMARY:** The Council action requested under this Agenda Bill establishes the 2013 Final Docket of proposed Comprehensive Plan amendments. This action is not a vote on adoption of any of the proposed amendments, the Council will vote on adoption this Fall. Once the Final Docket is established by Council, further review by the Planning Commission will occur to solicit input from property owners and the general public. A Public Hearing before the Planning Commission will be held. Attachment 1 describes the Preliminary Docket amendments, provides the staff recommendation and the rationale for that recommendation, for each of the amendment proposals. Attachment 4 describes the Planning Commission recommendations.

**DISCUSSION / ANALYSIS / ISSUES:** The City of SeaTac procedures for amending the Comprehensive Plan provide for consideration of proposed amendments for any calendar year in two stages: (1) the "Preliminary Docket," and (2) the "Final Docket." There is no fee to submit an amendment proposal. By state law, the Plan may not be amended more frequently than one time per year.

- (1) In the first stage, the Preliminary Docket is made up of all proposals submitted in accordance with the pre-established deadline or added by the City Council and/or staff. The "Preliminary Docket" requires that all proposed amendments be evaluated according to the following criteria:
  - A. The proposal is consistent with requirements of the Growth Management Act and Countywide Planning Policies;
  - B. The proposal was not proposed in either of the previous two calendar years unless:
    - i. Conditions have changed substantially in the immediate areas, or
    - ii. The proposal was eliminated in the previous year due to incomplete information, or was withdrawn by the applicant prior to final Council action; and
  - C. The proposal is not in conflict with an adopted Comprehensive Plan Policy; is not redundant with, or duplicative of, an adopted Comprehensive Plan Policy; or is not clearly out of character with the goals of the adopted Comprehensive Plan.

In addition to the above criteria, proposed map changes are evaluated against the following additional criteria:

- D. The proposal is or can be adequately served by sewer, water and roads; and
- E. The site affected is suited for anticipated development, and



- F. The proposal will not create pressure to change the designations of other properties unless in the interest of the neighborhood, city and region.

The 2013 Preliminary Docket Criteria & Amendment Information (Attachment 3) lists each amendment proposal, and includes an assessment of how each proposal does or does not satisfy the Preliminary Docket criteria, stated at the head of each column.

- (2) The Final Docket is made up of all proposals that meet the Preliminary Docket criteria, and are deemed appropriate by the City Council to go forward for detailed review by staff, Planning Commission and City Council, including analysis under SEPA (“environmental review”) and a Public Hearing before the Planning Commission. Again, the Council action requested under this Agenda Bill establishes the Final Docket, but it is not a vote on adoption of any of the proposed amendments. The Council will vote on adoption this Fall, after further review by the Planning Commission and other public meetings to solicit input from property owners and the general public.

**RECOMMENDATION(S):** The Planning Commission and staff concur in their recommendations about all of the proposed amendments, as follows:

- Map Amendment A-1, related to property located at 3050 S 150<sup>th</sup> Street (Attachment 1)  
*Recommendation: Include Map Amendment A-1 in the Final Docket*
- Map Amendment A-2, related to property located at 3054 S 150<sup>th</sup> Street (Attachment 1)  
*Recommendation: Include Map Amendment A-2 in the Final Docket*
- Map Amendment A-3, related to property located at 200xx 28<sup>th</sup> Ave. S (Attachment 1)  
*Recommendation: Include Map Amendment A-3 in the Final Docket*
- Map Amendments B-1 and B-2: these are informational maps contained in the body of the Comprehensive Plan document. These include:
  - Map Amendment B-1, Existing Land Use. This is an informational map, not a regulatory map. It displays the current use for all parcels in the City, rather than showing Zoning or Comprehensive Plan designation (for example, “hotel,” “single family residential,” “vacant land”). We update this map every Spring as part of preparing a report to the State on residential building activity. (Attachment 2)  
*Recommendation: Include Map Amendment B-1 in the Final Docket*
  - Map Amendment B-2, Wetland and Stream Classifications. This map shows the location and classification of all known wetlands and streams in the City. We anticipate that new information about wetlands on the Polygon Development site (in the southeast part of the City) will be ready for inclusion by this Fall. Because that is the only area anticipated to change, and the updated wetland delineation has not yet been completed, Map Amendment B-2 is a “placeholder” and is not included with this Agenda Bill.  
*Recommendation: Include Map Amendment B-2 in the Final Docket.*
- Two text amendments are described in Attachment 1. They include:
  - Amendment T-1: Update existing land use information in Land Use Background Report (related to Map Amendment #B-1). Text amendment T-1 is still being developed, so is not included with this Agenda Bill;  
*Recommendation: Include Text Amendment T-1 in the Final Docket.*

- Amendment T-2: Amendment T-4: Update the Capital Facilities Element, including the 6-year Capital Facilities Plan (annual update) Amendment T-2 is a “placeholder” at this time. Amendments to the Capital facilities background report will be developed in conjunction with the City’s Capital Budget, so are not included with this Agenda Bill.  
*Recommendation: Include Text Amendment T-2 in the Final Docket.*

Amendment proposals that are not included in the Final Docket at this stage may not be resubmitted for two years, unless conditions have changed substantially in the immediate area.

**FISCAL IMPACT:** None.

**ALTERNATIVES:**

1. Modify the Motion, and then adopt it.
2. Do not adopt the Motion.

**ATTACHMENTS:**

1. Preliminary Docket Staff Report with internal attachments, including the graphics for Map Amendments A-1, A-2 and A-3;
2. Comprehensive Plan Map Amendment B-1;
3. Preliminary Docket: Criteria and Amendment Information
4. Portion of the Minutes from the May 21 Planning Commission meeting pertaining to the Commission’s recommendations;



# 2013 Preliminary Docket of Comprehensive Plan Amendments

## Staff Report

May 24, 2013

The City is considering 7 proposals to amend the Comprehensive Plan. Each of the following amendment proposals is described and reviewed in this Staff Report:

1. Map Amendment A-1\* ..... page 2
2. Map Amendment A-2\* ..... page 3
3. Map Amendment A-3\* ..... page 5
4. Map Amendment B-1 ..... page 6
5. Map Amendment B-2 ..... page 7
6. Text amendment T-1 ..... page 7
7. Text Amendment T-2..... page 8

\* See Sub-Attachment 1, p. 9, for vicinity maps

The Planning Commission and the City Council will review proposed amendments under a two-step process: **step one** is a preliminary screening of all proposals, called the *Preliminary Docket*; **step two**, the *Final Docket*, is a thorough review of all proposals not screened out during the first step. The Planning Commission will be asked to make a recommendation on all of the amendment proposals at the May 21, 2013 regular meeting. At this point, the Preliminary Docket proposals are being reviewed for inclusion in the Final Docket, so the Commission's recommendation for each amendment proposal will be to forward that amendment to the Final Docket for further review and consideration, or not. A recommendation on whether or not to adopt a particular amendment will be made during the Final Docket stage, later this year.

In addition to the annual Comprehensive Plan Amendment Process described above, the City is in the process of conducting a Major Update of the Comprehensive Plan. This will affect most elements ("chapters") of the Plan. Early work on that update will focus on the Land Use, Transportation, and Housing Elements. As updates to these sections are drafted, staff will be bringing them to the Planning Commission and the City Council for review. We anticipate that drafts of some of these elements will come before the Planning Commission this year. Once the review has been completed and they have been endorsed by the City Council, they will be incorporated into a single Ordinance for Council action. We anticipate that to be late in 2014.

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**Map Amendment A-1 (See Sub-Attachment 2, p. 11, consisting of three pages.):**

**LOCATION:** 3050 S 150<sup>th</sup> Street

**SIZE OF PARCEL:** 1.03 acres (45,006 square feet)

**PRESENT USE:** Vacant

**DESCRIPTION OF PROPOSAL:**

Amend the Comprehensive Plan land use designation:

**From** Residential Low Density

**To** Residential Medium Density.

The applicant proposes “the development of condos and/or townhouses.”

This change would facilitate a future zoning change from UL-7200 to UM-2400, if approved.

Current zone: UL-7200 – the City’s primary single family residential zone

Maximum density: 1 dwelling unit per lot (minimum lot size: 7,200 sq. ft.)

Maximum structure height: 35 feet.

Proposed future zone: UM-2400 - one of the City’s medium density zones, and allows Duplex, Townhouse, and Multi-family (apartments or other types of multi-unit residential buildings), and Senior Citizen Multi-family. Although this zone is intended to be primarily a multi-family zone, it does allow some other uses as well (e.g., Bed and Breakfast, Day Care).

Maximum density: 18 dwelling units per acre – up to 18 dwelling units on this 1.03 acre site

Maximum structure height: 40 feet.

**ANALYSIS:** This proposal was submitted in 2012, and reviewed under both the Preliminary Docket and Final Docket processes. Due to miscommunication on the applicant’s side, the applicant was not kept apprised of opportunities for comment during the process. As a result, the City Council allowed this proposal to be reviewed again under this year’s Preliminary Docket process.

The proposal lies partially adjacent to, and to the west of a condominium development which has a Comprehensive Plan land use designation of Residential Medium Density. It is situated outside of the City’s Urban Center, but lies within what is considered a comfortable walking distance from the Tukwila International Boulevard light rail station: 0.4 miles (see Sub-Attachment 1, p. 9). The existing Residential Medium Density land use designation in this block interfaces with the Residential Low Density area on a straight north-south line west of Military Road. The proposal would extend the Residential Medium Density land use designation in such a way as to jut into the existing Residential Low Density area.

The City owns an eight acre site to the west of the subject property that is vacant (“Riverton Site;” See Sub-Attachment 3, p. 14, which applies to both Map Amendment A-1 and A-2). During 2010 and 2011 the City conducted an extensive public process to identify potential uses

for the Riverton Site, and a number of uses were suggested by the Steering Committee. The suggested uses included a fire station (replacing Station 47, currently located at 3215 S. 152<sup>nd</sup> St.), a park, and exploring the feasibility for commercial/residential mixed use or housing development. In 2012 the City conducted a study to test the feasibility of “selling a portion of this site to a residential developer.” That study concluded that “the current market for residential housing will not support a reasonable price for lots for either detached homes or even a much denser cluster of townhomes.” In addition, the study recommends either using the entire site as “an attractive multi-use park with a site for a future fire station,” or as a park with areas set aside for a future fire station and future residential development. The study doesn’t predict when market prices will justify construction of new homes, but estimates that to be “at least a couple of years” away.

This proposal also opens the possibility that other properties to the north and south of the subject parcel would want to apply for a similar amendment, since this proposal would interrupt the current boundary between the Residential Low and Residential Medium Density designations (See Sub-Attachment 4, p. 15, which applies to both Map Amendment A-1 and A-2). It could also have impacts on the properties between the subject site and S. 148<sup>th</sup> St.

**RELEVANT COMPREHENSIVE PLAN POLICIES:**

**Policy 1.1B –**

Encourage most of the City’s commercial and residential growth to occur within the Urban Center’s boundaries

**Policy 1.2A –**

Preserve the residential character of single family residential neighborhoods, whenever possible

**Policy 1.2B –**

Encourage moderate and high density residential development in appropriate locations, primarily within SeaTac’s Urban Center boundaries

**Policy 6.2C –**

Encourage uses near major transit centers that are compatible with and reinforce the pattern of transit activity.

**STAFF RECOMMENDATION: Include in the Final Docket**

**Map Amendment A-2 (See Sub-Attachment 5, p. 16, which consists of three pages.):**

**LOCATION:** 3054 S. 150<sup>th</sup> St.

**SIZE OF PARCEL:** 0.37 acres (16,104 square feet)

**PRESENT USE:** Single Family Residential

**DESCRIPTION OF PROPOSAL:**

Amend the Comprehensive Plan land use designation:

**From** Residential Low Density

**To** Residential Medium Density.

The applicant proposes “the development of condos and/or townhouses.”

This change would facilitate a future zoning change from UL-7200 to UM-2400, if approved.

Current zone: UL-7200 – the City’s primary single family residential zone

Maximum density: 1 dwelling unit per lot (minimum lot size: 7,200 sq. ft.)

Maximum structure height: 35 feet.

Proposed future zone: UM-2400 - one of the City’s medium density zones, and allows Duplex, Townhouse, and Multi-family (apartments or other types of multi-unit residential buildings), and Senior Citizen Multi-family. Although this zone is intended to be primarily a multi-family zone, it does allow some other uses as well (e.g., Bed and Breakfast, Day Care).

Maximum density: 18 dwelling units per acre – up to 6 dwelling units on this 0.37 acre site

Maximum structure height: 40 feet.

**ANALYSIS:** The parcel is situated between the site proposed for change under the Map Amendment A-1 proposal, which is on its west side, and a condominium development on its east side. The existing condominium development has a Comprehensive Plan land use designation of Residential Medium Density. The subject parcel is situated outside of the City’s Urban Center, but lies within what is considered a comfortable walking distance from the Tukwila International Boulevard light rail station: 0.4 miles (see Sub-Attachment 1, p. 9). As noted above under the Map amendment A-1 analysis, the proposal would extend the Residential Medium Density land use designation in such a way as to jut into the existing Residential Low Density area.

Because this parcel is adjacent to the Map Amendment A-1 parcel, the discussion about the City’s Riverton Site, above, applies here as well.

As with Map Amendment A-1, this proposal also opens the possibility that other properties currently designated Residential Low Density would want to apply for a similar amendment, since this proposal would interrupt the current boundary between the two designations (See Sub-Attachment 4, p. 15, which applies to both Map Amendment A-1 and A-2).

**RELEVANT COMPREHENSIVE PLAN POLICIES:**

**Policy 1.1B –**

Encourage most of the City’s commercial and residential growth to occur within the Urban Center’s boundaries

**Policy 1.2A –**

Preserve the residential character of single family residential neighborhoods, whenever possible

**Policy 1.2B –**

Encourage moderate and high density residential development in appropriate locations, primarily within SeaTac’s Urban Center boundaries

**Policy 6.2C –**

Encourage uses near major transit centers that are compatible with and reinforce the pattern of transit activity.

**STAFF RECOMMENDATION: Include in the Final Docket**

**Map Amendment A-3 (See Sub-Attachment 6, p. 19, which consists of three pages.):**

**LOCATION:** 202xx 28<sup>th</sup> Ave. S.

**SIZE OF PARCEL:** 0.78 acres (33,907 square feet)

**PRESENT USE:** Vacant

**DESCRIPTION OF PROPOSAL:**

Amend the Comprehensive Plan land use designation:

**From** Airport

**To** Aviation business Center (ABC)

This change would facilitate a zoning change from Mobile Home Park to ABC, if approved.

Current zone: Mobile Home Park

Maximum density: N/A

Maximum structure height: N/A

Proposed future zone: ABC (See *Analysis*, below, for details)

Maximum density: N/A

Maximum structure height: FAA regulations; approximately 200 – 220 feet.

**ANALYSIS:** The site is comprised of 2 parcels, both of which were recently acquired by Sound Transit from the Port of Seattle, and is located within the City’s Urban Center. The current zone, Mobile Home Park, applied to the former Town and Country Mobile Home Park, and was established before the City incorporated. The Town and Country Mobile Home Park was closed in 2010 after the Port of Seattle acquired the property. At that time, the Comprehensive Plan land use designation was amended to Airport. Since the Port recently sold the property, the Airport designation is no longer appropriate. The proposed designation, ABC, is consistent with the surrounding properties in that part of the City which are also designated as ABC.

The ABC land use designation is intended to promote a major commercial center supporting high concentrations of customers, visitors, employees, and pedestrian activity; to encourage projects of sufficient scale to increase the viability of high capacity transit; to foster business development oriented toward and compatible with airport operations; and to promote a balanced multimodal transportation network.

Angle Lake Station on Sound Transit's LINK Light Rail line less than 0.2 miles away from the subject properties, and is scheduled to open in 2016. Properties designated/Zoned ABC could soon begin developing as envisioned in the City's Comprehensive Plan.

The ABC Zone allows zero lot line development, and has no height limit except that specified by the FAA. At this location, the maximum height would be approximately 200 to 220 ft, or up to about 22 stories. Allowed uses include hotel and conference center, a variety of public uses such as library, museum and park, and various commercial uses such as park-and-fly, restaurants and retail shops.

**RELEVANT COMPREHENSIVE PLAN POLICIES:**

**Policy 1.1B –**

Encourage most of the City's commercial and residential growth to occur within the Urban Center's boundaries.

**Policy 1.3A –**

Concentrate commercial uses in specific locations to improve the provision of services and protect existing residential areas.

**Policy 1.3B –**

Encourage retail development in designated areas within SeaTac's Urban Center.

**STAFF RECOMMENDATION:** Include in the Final Docket

**Map Amendment B-1:**

**LOCATION:** Citywide

**SIZE OF PARCEL:** N/A

**PRESENT USE:** N/A

**DESCRIPTION OF PROPOSAL:** Update Comprehensive Plan Map 1.4, Existing Land Use.

Map 1.4 is an informational map, displaying the current use of each parcel in the City. Whereas the Zoning Map is regulatory, indicating what uses are allowed, and what development standards apply to different areas of the City, the Existing Land Use Map indicates how each parcel is being used (e.g., hotel, retail, parking, single family residential, warehouse, vacant, etc.).

This is a "housekeeping" amendment to keep information current.

**ANALYSIS:** N/A

**STAFF RECOMMENDATION:** Include in the Final Docket.



## **Map Amendment B-2**

**LOCATION:** Citywide

**SIZE OF PARCEL:** N/A

**PRESENT USE:** N/A

**DESCRIPTION OF PROPOSAL:** Update Comprehensive Plan Map 8.1, Wetland, Stream and Shoreline Classifications.

Map 8.1 displays the locations and classifications and required buffer distances for wetlands, streams, and shorelines within the City. As information comes to the City from various studies required for some development permits, the information contained in Map 8.1 is updated.

This is a “housekeeping” amendment to keep information current.

Some changes have occurred with regard to wetland buffers and classification on property being developed by Polygon in the southeastern portion of the City. Updates to Map 8.1 to reflect those changes are still being developed.

**ANALYSIS:** N/A

**STAFF RECOMMENDATION:** **Include in the Final Docket.**

## **Text Amendment T-1**

**LOCATION:** Citywide

**SIZE OF PARCEL:** N/A

**PRESENT USE:** N/A

**DESCRIPTION OF PROPOSAL:** Update the existing land use information in the Land Use Element. (related to Map Amendment #B-1).

**ANALYSIS:** This is the narrative information (table and chart) represented on the Existing Land Use Map, Map 1.4, described under Map Amendment B-1, above.

This is a “housekeeping” amendment and is still being developed.

**STAFF RECOMMENDATION:** **Include in the Final Docket.**

## **Text Amendment T-2**

**LOCATION:** Citywide

**SIZE OF PARCEL:** N/A

**PRESENT USE:** N/A

**DESCRIPTION OF PROPOSAL:** Update the Capital Facilities Background Report, including the 6-year Capital Facilities Plan.

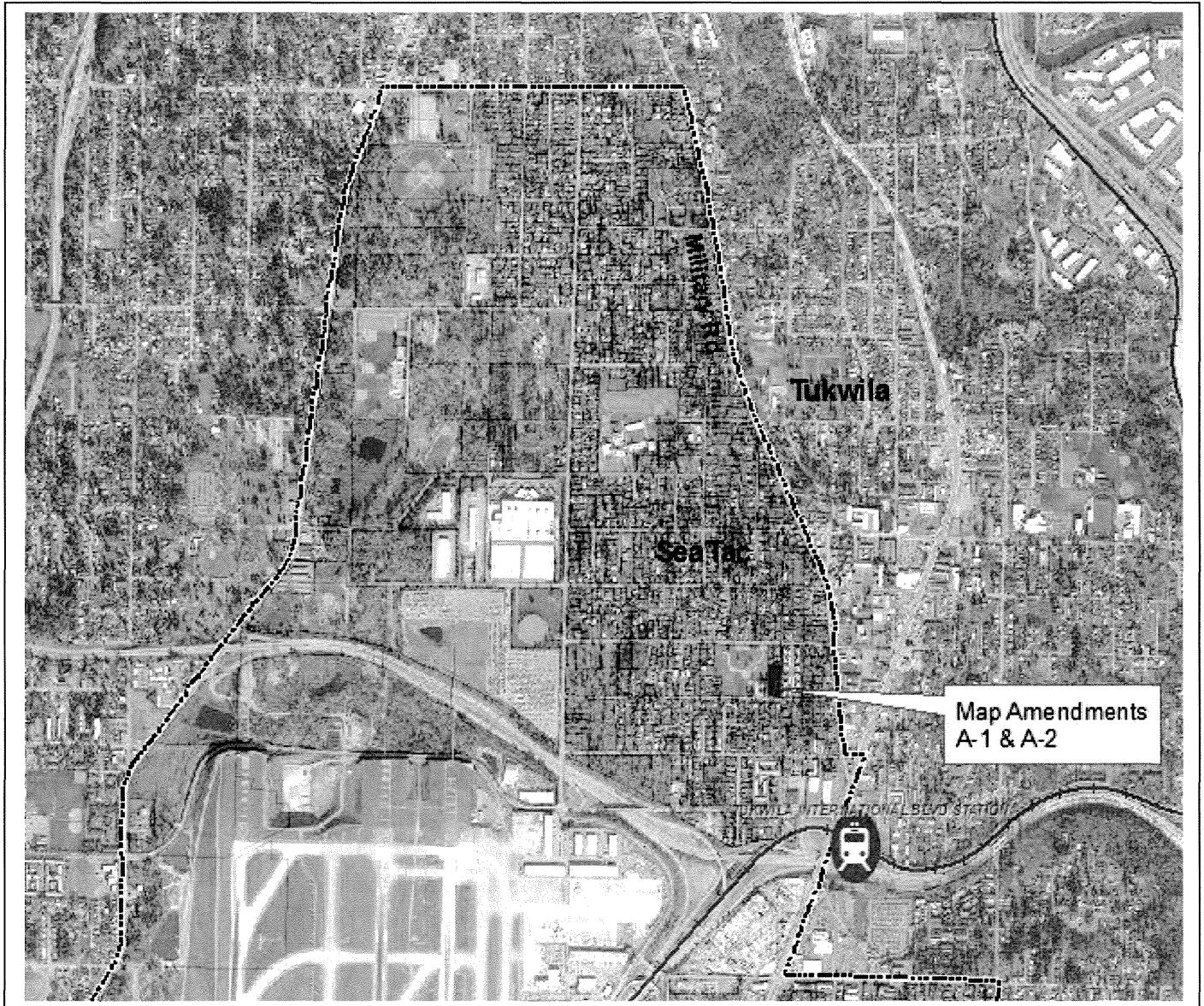
**ANALYSIS:** The Capital Facilities Background Report contains the City's 6-year Capital Facilities Plan. To remain current, this plan needs to be updated each year using the most recent project priorities, and cost/revenue information for the next 6 years.

This is an annual update to keep the Capital Facilities Plan current. The amendments to the Capital facilities element will be developed in conjunction with the City's Capital Budget later this Autumn.

**STAFF RECOMMENDATION:** Include in the Final Docket.

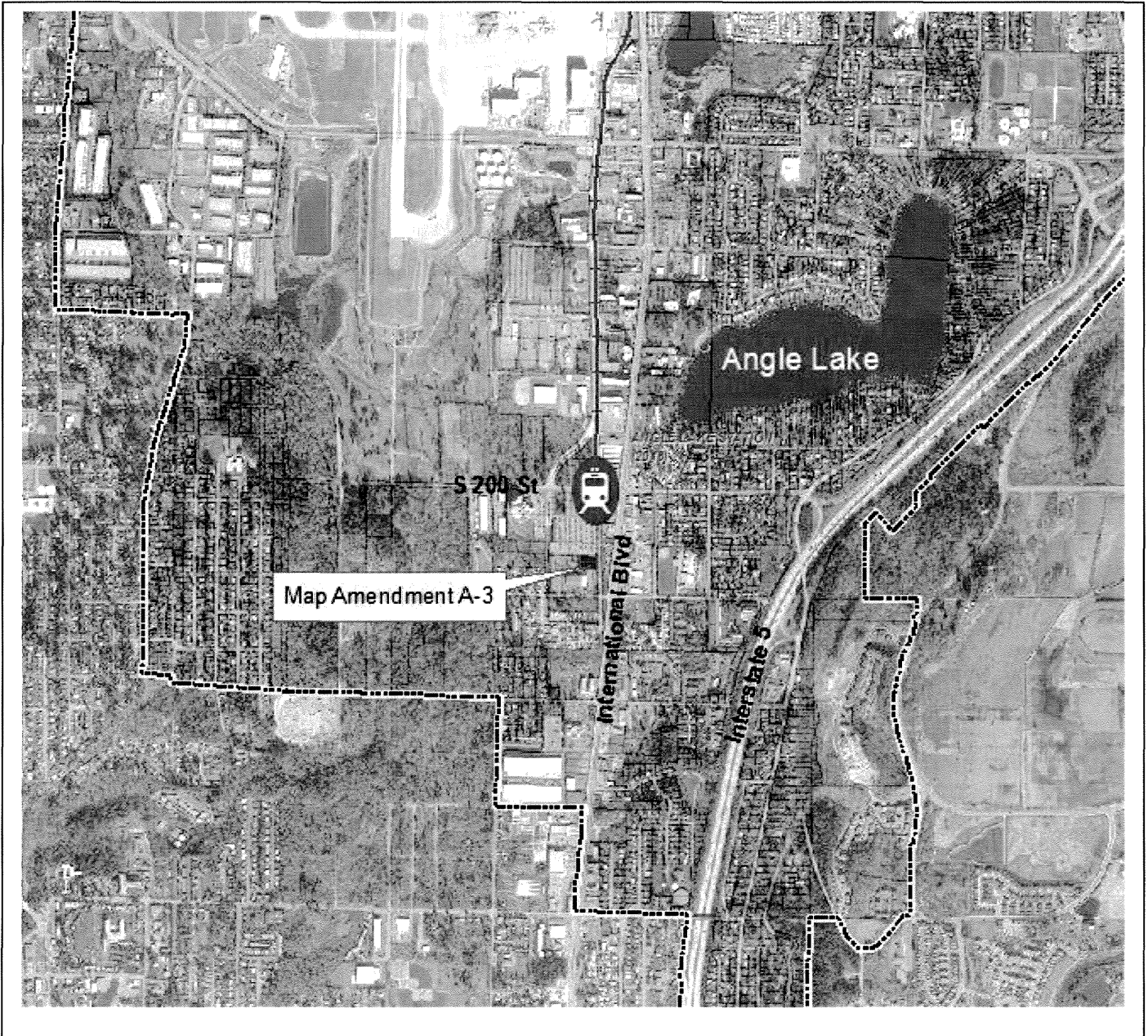
# Vicinity Map

## Map Amendments A-1 & A-2



# Vicinity Map

## Map Amendment A-3



# Map Amendment A-1 Location and Context

Parcel Outlined in Red Proposed for Change



Sub-Attachment 2

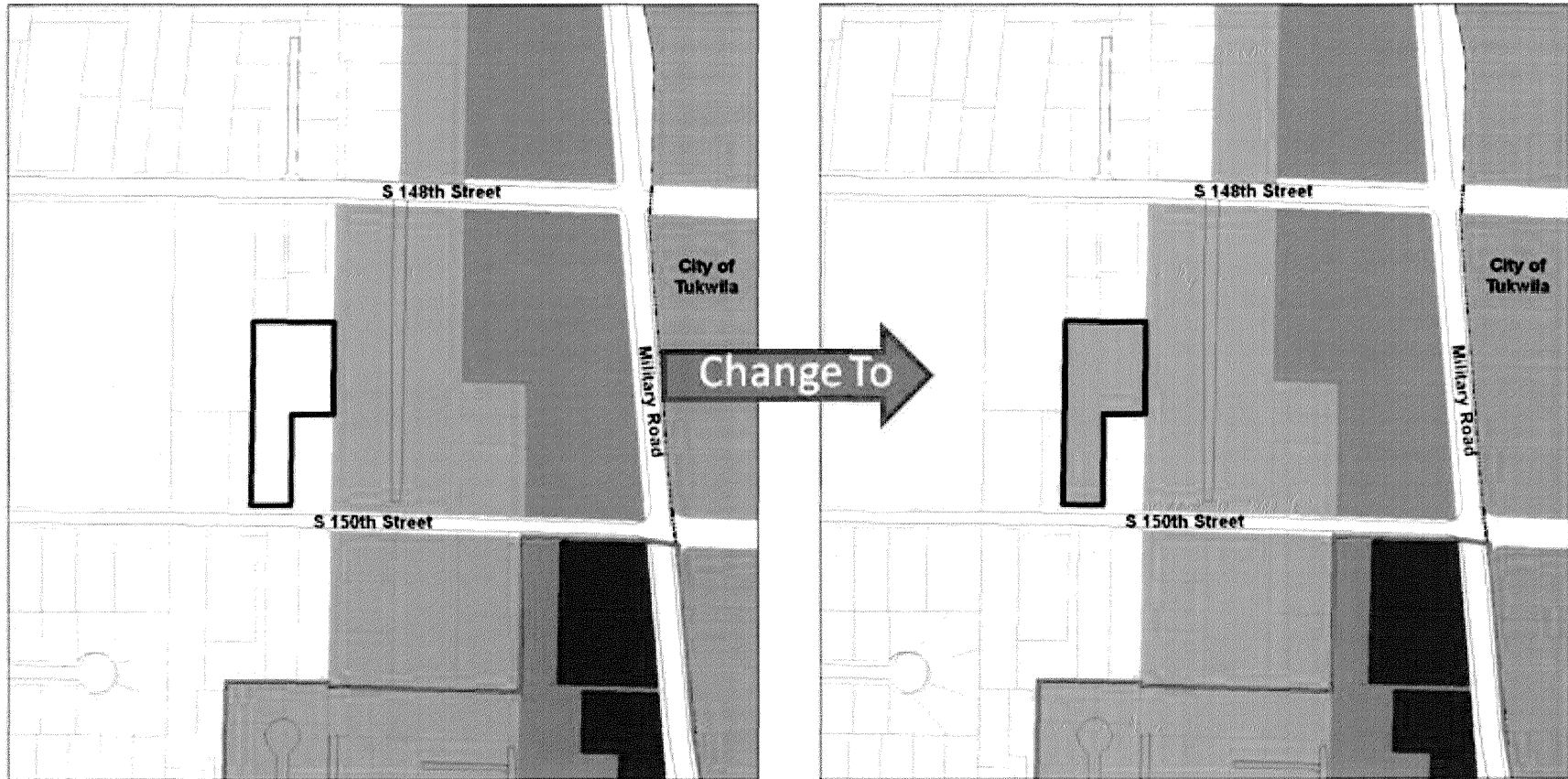




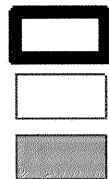
# Map Amendment A-1

Existing Comprehensive Plan:  
Residential Low Density

Proposed Comprehensive Plan:  
Residential Medium Density



**SEATAC  
COMP.  
PLAN**



Subject Parcel  
Residential Low Density  
Residential Medium Density



Residential High Density  
Commercial High Density  
Station Area-S. 154th Street

**TUKWILA COMP. PLAN**



RC - Regional Commercial





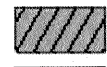

# Map Amendment A-1



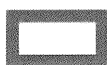
Existing Zoning:  
UL-7200

Proposed Future Zoning:  
UM-2400

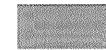


## SEATAC ZONING

-  Subject Parcel
-  UL-7,200
-  UM-2,400
-  UH-1,800

-  UH-900
-  *Community Business in Urban Center (CB)*
-  Station Area - S. 154th Street

## TUKWILA ZONING








-  RC - Regional Commercial

# City's Riverton Site

Supplemental Information for Map Amendments A-1 & A-2  
2013 Preliminary Docket of Comprehensive Plan Amendments



## SEATAC COMPREHENSIVE PLAN

-  Subject Parcels
-  Riverton Site
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density
-  Commercial High Density
-  Station Area (Urban Center)

## TUKWILA COMP. PLAN

-  RC - Regional Commercial

Sub-Attachment 3












# Parcels with Potential to Request Similar Amendment

Supplemental Information for Map Amendments A-1 & A-2  
 2013 Preliminary Docket of Comprehensive Plan Amendments



## SEATAC COMPREHENSIVE PLAN

## TUKWILA COMP. PLAN

-  Subject Parcels
-  Potential Change Parcels
-  Station Area (Urban Center)
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density
-  Commercial High Density

-  RC - Regional Commercial

Sub-Attachment 4



# Map Amendment A-2 Location and Context

Parcel Outlined in Red Proposed for Change



Sub-Attachment 5






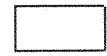

# Map Amendment A-2



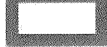
Existing Comprehensive Plan:  
Residential Low Density

Proposed Comprehensive Plan:  
Residential Medium Density



**SEATAC  
COMP.  
PLAN**

-  Subject Parcel
-  Residential Low Density
-  Residential Medium Density

-  Residential High Density
-  Commercial High Density
-  Station Area-S. 154th Street

**TUKWILA COMP. PLAN**

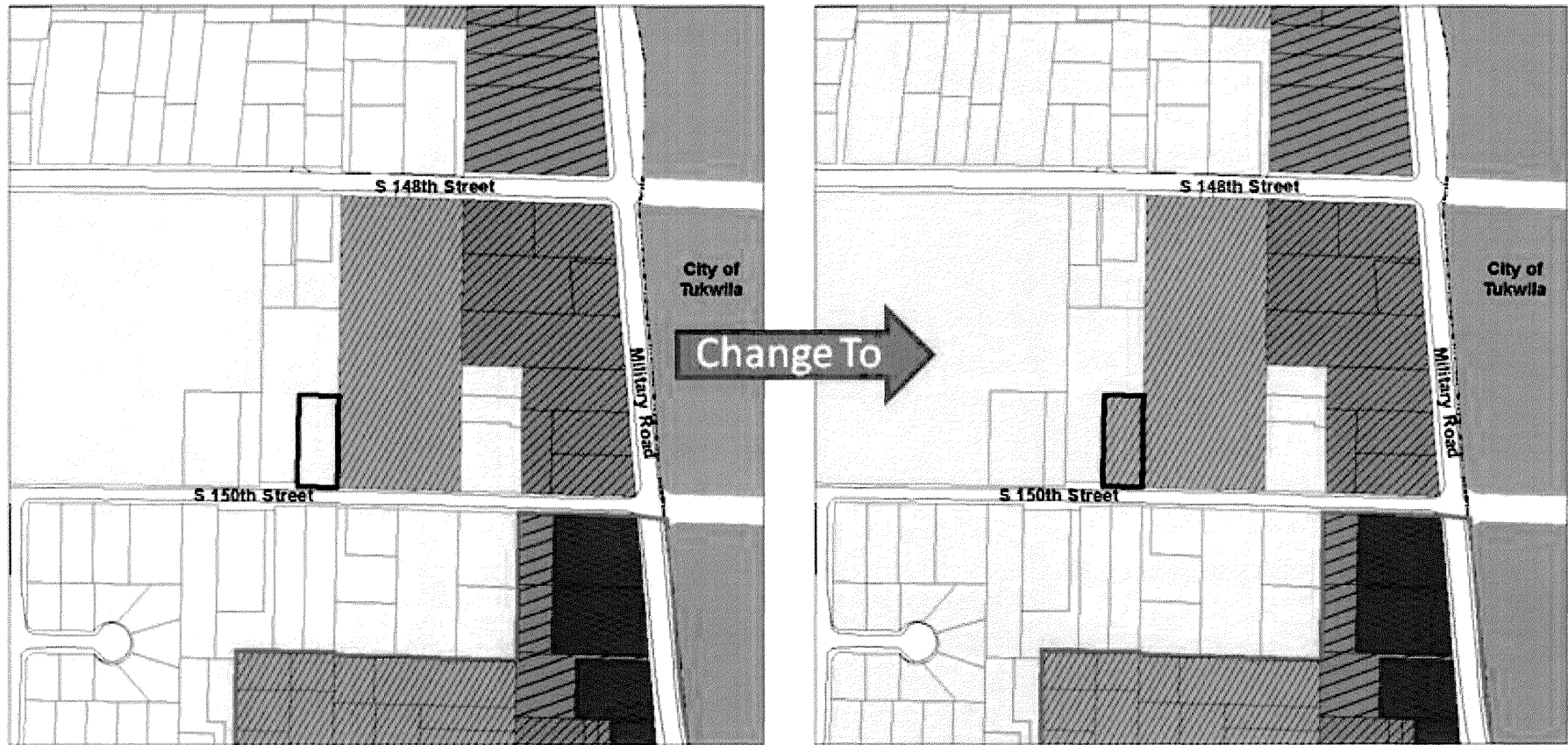
-  RC - Regional Commercial



# Map Amendment A-2

Existing Zoning:  
UL-7200

Proposed Future Zoning:  
UM-2400



## SEATAC ZONING

- Subject Parcel
- UL-7,200
- UM-2,400
- UH-1,800

- UH-900
- Community Business in Urban Center (CB)*
- Station Area - S. 154th Street

## TUKWILA ZONING

- RC - Regional Commercial

# Map Amendment A-3 Location and Context

Parcel Outlined in Red Proposed for Change



Sub-Attachment 6



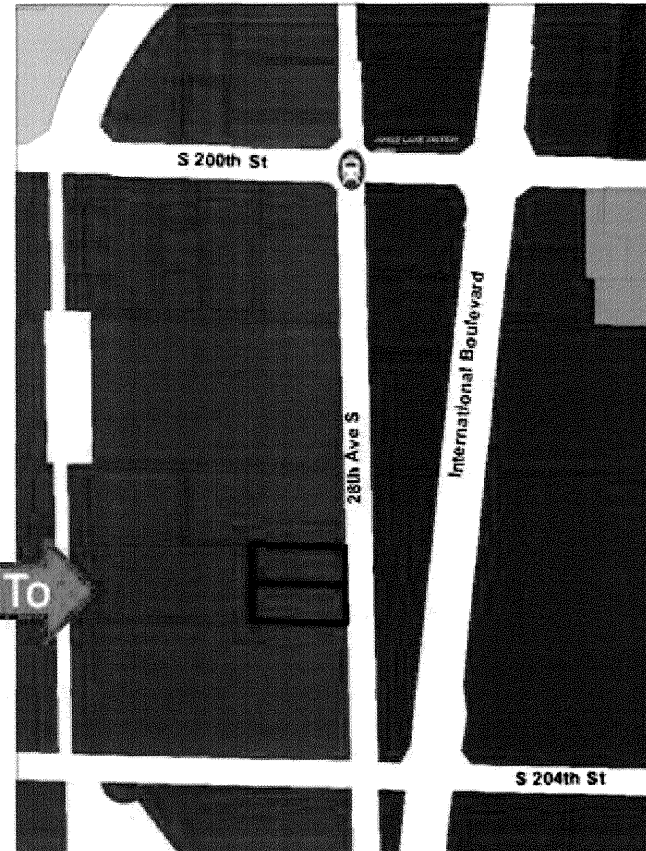
Angle Lake Station



# Map Amendment A-3




Existing Comprehensive Plan:  
Airport




Proposed Comprehensive Plan:  
Aviation business Center (ABC)



Change To

## Comprehensive Plan

-  Subject Parcels
-  Residential High Density
-  Residential High Mixed Use

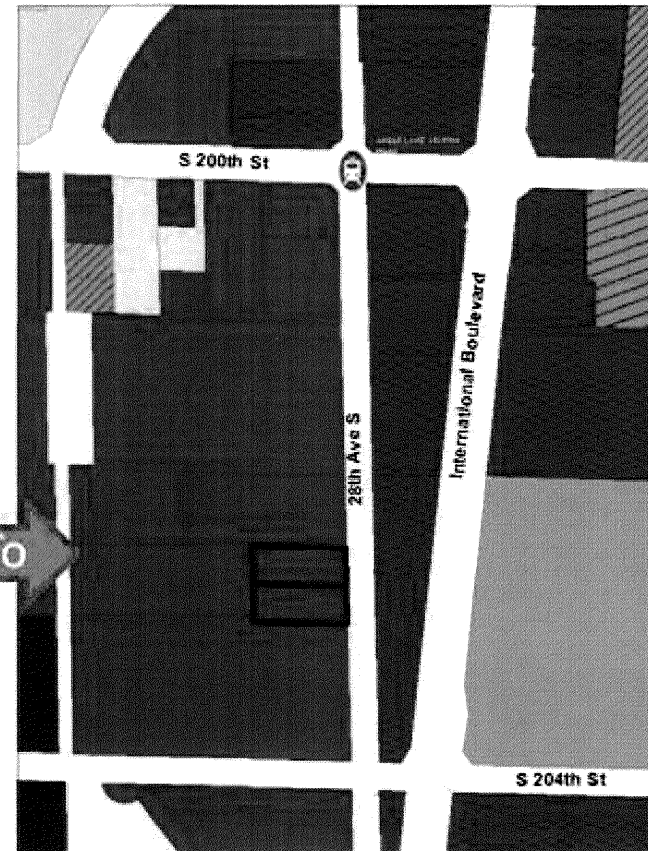
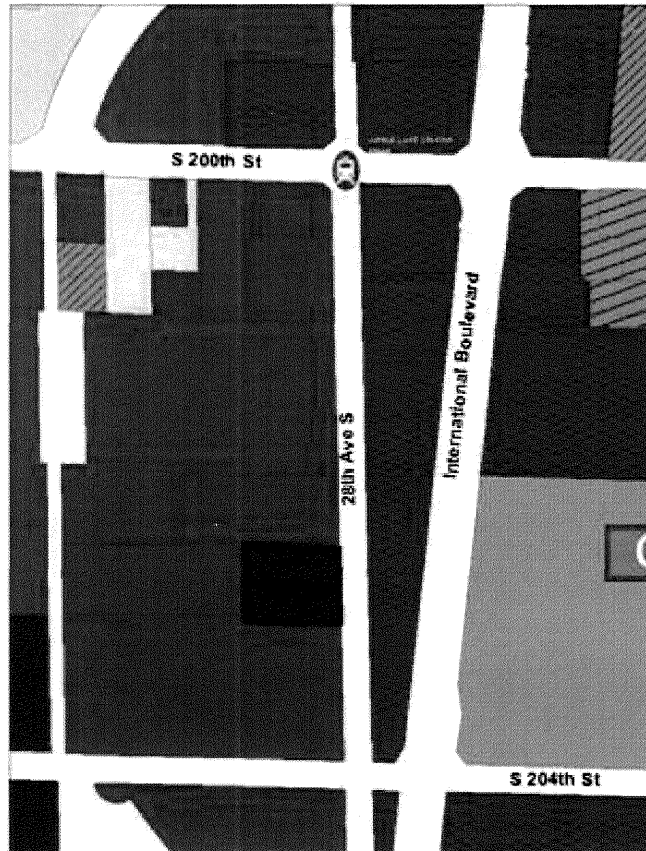
-  Commercial High Density
-  Aviation Business Center
-  Airport



# Map Amendment A-2

Existing Zoning:  
Mobile Home Park (MHP)

Proposed Future Zoning:  
Aviation business Center (ABC)

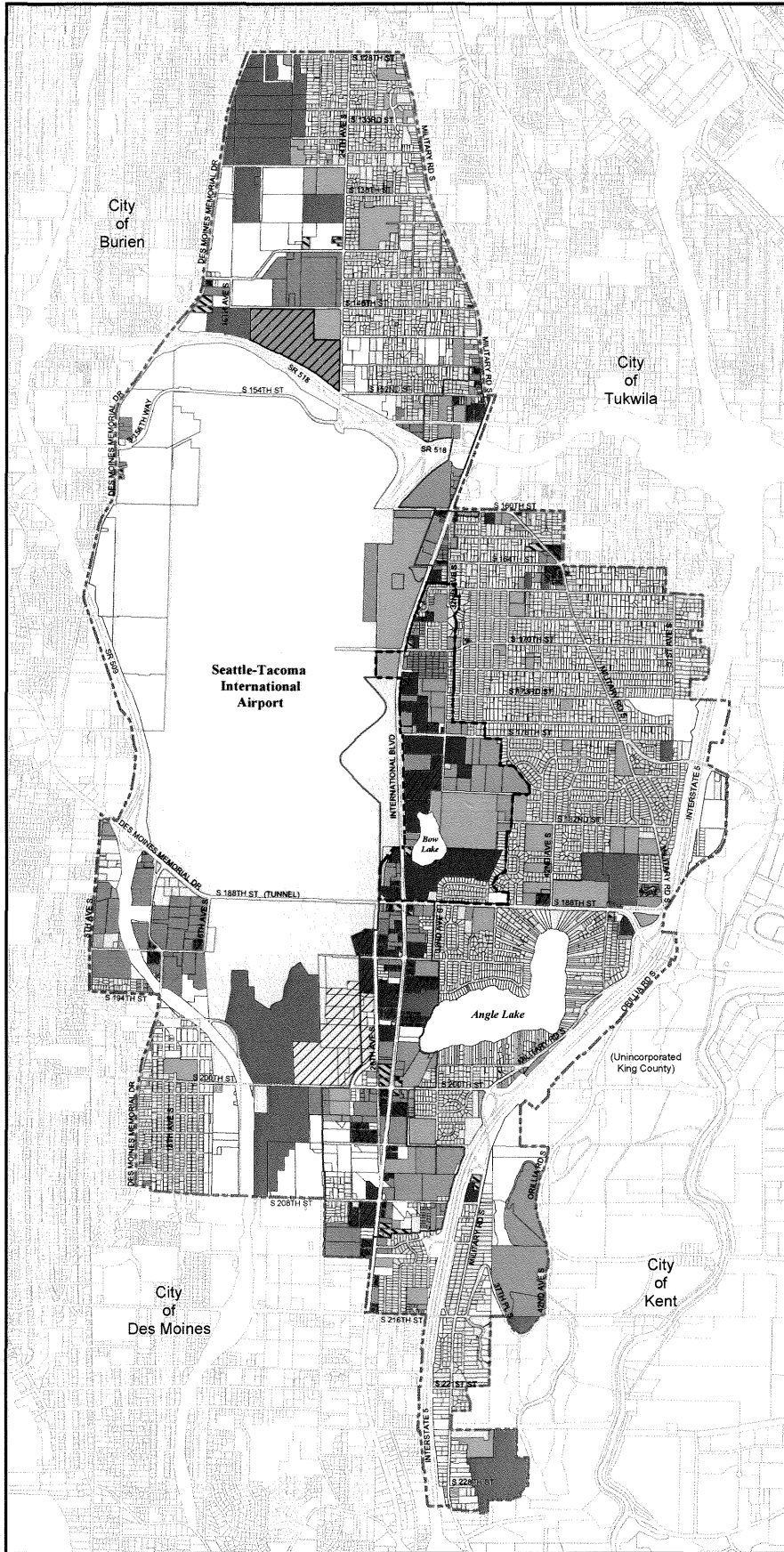


Change To →

## Zoning





















- Subject Parcels
- UL-7,200
- UH-1,800
- UH-900
- Mobile Home Park (MHP)

- Community Business-Urban Center (CB-C)
- Aviation Business Center (ABC)
- Aviation Operations (AVO)
- Industrial (I)



**CITY OF SEATAC  
Existing Land  
Use**

**Land Use  
Classifications:**

-  Agriculture
-  Airport
-  Airport Transition
-  Commercial Parking/  
Auto Rental Sales
-  Employee Parking
-  Hotel/Hotel
-  Industrial
-  Institutional
-  Mobile Home
-  Multi-Family
-  Office/Professional
-  Open Space/  
Park/Recreation
-  Public/  
Quasi-Public Facility
-  Retail
-  Service Activity
-  Single-Family
-  Vacant
-  City Center Boundary
-  Urban Center Boundary
-  City of SeaTac Boundary

**CITY OF SEATAC  
COMPREHENSIVE PLAN**

**Map 1.4**

**EXISTING LAND USE**



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This digital product has been compiled from the best available data.  
No warranty is expressed or implied as to accuracy, completeness,  
or fitness for any specific use. Not to be used for purposes of legal  
description or definition. Not a substitute for a professional survey.  
Requestor is solely liable for the accuracy and lawful use of this data.  
Date of preparation: November 2003  
Revised: May 2013



**PROPOSED 2013 CITY OF SEATAC COMPREHENSIVE PLAN AMENDMENTS  
PRELIMINARY DOCKET – CRITERIA & AMENDMENT INFORMATION**

Proposal/Existing/Applicant	Preliminary Docket Criteria: →	<u>1</u> <b>MAP CHANGES ONLY</b> Site is Physically Suited for the Anticipated Development	<u>2</u> <b>MAP CHANGES ONLY</b> Adequately Served by Sewer/ Water/ Roads	<u>3</u> <b>MAP CHANGES ONLY</b> Will not Create Pressure to Change Designations of Other Properties Unless in the Public Interest	<u>4</u> Consistent with the Growth Management Act (GMA) Vision 2040 and County-wide Planning Policies	<u>5</u> Proposed/ Denied in Previous 2 Years	<u>6</u> Not in conflict with an adopted Comprehensive Plan Policy; not redundant with, or duplicative of, an adopted Comprehensive Plan Policy; not clearly out of character with Comprehensive Plan goals.
	Purpose and Reason						
<b>MAP AMENDMENTS:</b>							
<p><u>Land Use Plan Map Map Amendment #A-1</u></p> <p><u>Proposal:</u> Amend the designation of property located at 3050 S. 150<sup>th</sup> St.</p> <p>{Individual rezone to be pursued by applicant, subject to Hearing Examiner approval.}</p> <p><u>Existing:</u> C.P.: Residential Low Density</p> <p>Zoning: UL-7200</p> <p><u>Proposed:</u> C.P.: Residential Medium Density</p> <p>Potential Zone: UM-2400</p> <p><u>Applicant:</u> John Tranh Trang</p>	<p>The property owner would like to rezone the property to UM-2400, which would allow the construction of apartments/condominiums or townhouses on the site. The UM-2400 zone allows a density of approximately 18 dwelling units per acre, or approximately 18 dwelling units maximum for this site of just over one acre.</p>	<p>✓ The site is vacant, and is basically flat and level</p>	<p>✓ The property is served by sewer, water and roads.</p>	<p><u>May create pressure to change the designation of other properties in the area:</u></p>	<p>✓ Not in conflict with these more general planning documents.</p>	<p>✓ Proposed in 2012, but allowed to resubmit by Council due to applicant's inability to participate in the review process last year.</p>	<p><u>Potential Policy Conflicts:</u></p> <ul style="list-style-type: none"> <li>• 1.1B – Encourage most of the City's commercial and residential growth to occur within the Urban Center's boundaries</li> <li>• 1.2A – Preserve the residential character of single family residential neighborhoods, whenever possible</li> <li>• 1.2B – Encourage moderate and high density residential development in appropriate locations, primarily within SeaTac's Urban Center boundaries.</li> </ul>

ATTACHMENT 3

Proposal/Existing/Applicant	Preliminary Docket Criteria: →	<u>1</u> <b>MAP CHANGES ONLY</b> Site is Physically Suited for the Anticipated Development	<u>2</u> <b>MAP CHANGES ONLY</b> Adequately Served by Sewer/ Water/ Roads	<u>3</u> <b>MAP CHANGES ONLY</b> Will not Create Pressure to Change Designations of Other Properties Unless in the Public Interest	<u>4</u> Consistent with the Growth Management Act (GMA) Vision 2040 and County-wide Planning Policies	<u>5</u> Proposed/ Denied in Previous 2 Years	<u>6</u> Not in conflict with an adopted Comprehensive Plan Policy; not redundant with, or duplicative of, an adopted Comprehensive Plan Policy; not clearly out of character with Comprehensive Plan goals.
	Purpose and Reason						
<p><b>Land Use Plan Map Map Amendment #A-2</b></p> <p><u>Proposal:</u> Amend the designation of property located at 3054 S. 150<sup>th</sup> St.</p> <p>{Individual rezone to be pursued by applicant, subject to Hearing Examiner approval.}</p> <p><u>Existing:</u> C.P.: Residential Low Density Zoning: UL-7200</p> <p><u>Proposed:</u> C.P.: Residential Medium Density Potential Zone: UM-2400</p> <p><u>Applicant:</u> Donna Shea</p>	<p>The property owner would like to rezone the property to UM-2400, which would allow the construction of apartments/condominiums or townhouses on the site. The UM-2400 zone allows a density of approximately 18 dwelling units per acre, or approximately 6 dwelling units maximum for this site of 0.37 acre.</p>	<p>✓ The property is basically flat and level, and is located adjacent to an existing condominium development which is zoned UM-2400. The property is currently in use as a single family residence.</p>	<p>✓ The property is served by sewer, water and roads.</p>	<p><u>May create pressure to change the designation of other properties in the area:</u></p>	<p>✓ Not in conflict with these more general planning documents.</p>	<p>✓ Not proposed or denied within the last two years.</p>	<p><u>Potential Policy Conflicts</u></p> <ul style="list-style-type: none"> <li>• 1.1B – Encourage most of the City’s commercial and residential growth to occur within the Urban Center’s boundaries</li> <li>• 1.2A – Preserve the residential character of single family residential neighborhoods, whenever possible</li> <li>• 1.2B – Encourage moderate and high density residential development in appropriate locations, primarily within SeaTac’s Urban Center boundaries.</li> </ul>

Proposal/Existing/Applicant	Preliminary Docket Criteria: →	<u>1</u> <b>MAP CHANGES ONLY</b> Site is Physically Suited for the Anticipated Development	<u>2</u> <b>MAP CHANGES ONLY</b> Adequately Served by Sewer/ Water/ Roads	<u>3</u> <b>MAP CHANGES ONLY</b> Will not Create Pressure to Change Designations of Other Properties Unless in the Public Interest	<u>4</u> Consistent with the Growth Management Act (GMA) Vision 2040 and County-wide Planning Policies	<u>5</u> Proposed/ Denied in Previous 2 Years	<u>6</u> Not in conflict with an adopted Comprehensive Plan Policy; not redundant with, or duplicative of, an adopted Comprehensive Plan Policy; not clearly out of character with Comprehensive Plan goals.
	Purpose and Reason						
<p><b><u>Land Use Plan Map Map Amendment #A-3</u></b></p> <p><u>Proposal:</u> Amend the designation of property located at 202xx 28<sup>th</sup> Ave. S</p> <p><u>Existing:</u> C.P.: Airport</p> <p>Zoning: MHP (Mobile Home Park)</p> <p><u>Proposed:</u> C.P.: Aviation Business Center (ABC)</p> <p>Potential Zone: ABC</p> <p><u>Applicant:</u> City of SeaTac</p>	<p>The property was recently acquired by Sound Transit from the Port of Seattle, making the current Comprehensive Plan land use designation incompatible. The proposed land use designation and zoning would be consistent with the surrounding area</p>	<p>✓ The property is vacant. The anticipated development is unknown at this time.</p>	<p>✓ The property is served by sewer, water and roads.</p>	<p>✓ Will not Create Pressure to Change Designations of Other Properties Unless in the Public Interest</p>	<p>✓ Not in conflict with these more general planning documents.</p>	<p>✓ Not proposed or denied within the last two years.</p>	<p>✓ Not in conflict with or out of character with the Comprehensive Plan.</p>
<b><u>ANNUALLY RECURRING MAP AMENDMENTS:</u></b>							
<p><b><u>Informational Maps Map Amendment #B-1</u></b></p> <p><u>Proposal:</u> Amend Map 1.4, Existing Land Use Map, with current information.</p> <p><u>Applicant:</u> City of SeaTac</p>	<p>This is a housekeeping amendment, and updates the Existing Land Use Map. The Existing Land Use Map describes the <u>actual land use</u> on each parcel in the City, not the regulatory land use designations.</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>✓ Consistent with GMA, Vision 2040 and CPPs.</p>	<p>✓ This is an annual amendment to keep the existing land use information current.</p>	<p>✓ Not in conflict with or out of character with the Comprehensive Plan.</p>

Proposal/Existing/Applicant	Preliminary Docket Criteria: →	<u>1</u> <b>MAP CHANGES ONLY</b> Site is Physically Suited for the Anticipated Development	<u>2</u> <b>MAP CHANGES ONLY</b> Adequately Served by Sewer/ Water/ Roads	<u>3</u> <b>MAP CHANGES ONLY</b> Will not Create Pressure to Change Designations of Other Properties Unless in the Public Interest	<u>4</u> Consistent with the Growth Management Act (GMA) Vision 2040 and County-wide Planning Policies	<u>5</u> Proposed/ Denied in Previous 2 Years	<u>6</u> Not in conflict with an adopted Comprehensive Plan Policy; not redundant with, or duplicative of, an adopted Comprehensive Plan Policy; not clearly out of character with Comprehensive Plan goals.
	Purpose and Reason						
<u>Informational Maps</u> <u>Map Amendment #B-2</u>  Proposal: Amend Map 8.1, Wetland and Stream Classifications with current information if necessary.  Applicant: City of SeaTac	This is a housekeeping amendment, and would add new information about wetlands and streams in the City to Map 8.1, if applicable. Such new information typically comes from studies required by some permit applications.	N/A	N/A	N/A	✓ Consistent with GMA, Vision 2040 and CPPs.	✓ Proposed last year but withdrawn because there was no new relevant information	✓ Not in conflict with or out of character with the Comprehensive Plan.
<b>TEXT AMENDMENTS:</b>							
<u>Land Use Element</u> <u>Text Amendment #T-1</u>  Proposal: Update existing land use information in Background Report (related to Map Amendment #B-2).  Applicant: City of SeaTac	As noted above under Map Amendment B-2, the Existing Land Use Map describes the <u>actual land use</u> on each parcel in the City. This amendment updates the table showing the percentage of land in each land use category, as well as related descriptive text, and adds other summary information.	N/A	N/A	N/A	✓ Consistent with GMA, Vision 2040 and CPPs.	✓ This is an annual amendment to keep the current land use information up to date	✓ Not in conflict with or out of character with the Comprehensive Plan.
<u>Capital Facilities Element</u> <u>Text Amendment #T-2</u>  Proposal: Update the Capital Facilities Background Report, including the 6-year Capital Facilities Plan (annual update).  Applicant: City of SeaTac	The Capital Facilities Background Report contains the City's 6-year Capital Facilities Plan. To remain current, this plan needs to be updated each year using the most recent project priorities, and cost/revenue information for the next 6 years.	N/A	N/A	N/A	✓ Consistent with GMA, Vision 2040 and CPPs.	✓ This is an annual amendment to keep the 6-year Capital Facilities Plan current.	✓ Not in conflict with or out of character with the Comprehensive Plan.

**DRAFT**  
Summary of the May 21, 2013 Planning Commission Meeting  
  
Pertaining to the Planning Commission's Recommendation  
on the  
Preliminary Docket Comprehensive Plan Amendments

In reviewing the Preliminary Docket of Comprehensive Plan Amendments for their recommendation, the Planning Commission decided to separate Map Amendments A-1 and A-2 for consideration after first addressing the other amendments on the Preliminary Docket.

Having reviewed all of the Preliminary Docket amendments at the last Planning Commission meeting, May 7, 2013, the Commission first moved, seconded, and approved including all of the proposed amendments, excluding Map Amendments A-1 and A-2, in the Final Docket by a 4-0 vote. Those Amendments are:

- Map Amendment A-3: Sound Transit property at 200xx 28<sup>th</sup> Ave. S. Redesignate to Aviation Business Center from Airport
- Map Amendment B-1: Existing Land Use Map. Annual Housekeeping information update.
- Map Amendment B-2: Wetland, Stream & Shoreline Classifications. Annual Housekeeping information update.
- Text Amendment T-1: Update narrative and tabular information related to Map amendment B-1. Annual Housekeeping information update.
- Text Amendment T-2: Update Capital Facilities Background Report including six-year Capital Facilities Plan. Annual update.

The Commission then returned to Map Amendment A-1. Staff was asked what circumstances had changed with regard to this proposal, since it was not adopted last year. Mr. Torrico responded that Map Amendment A-2 is right next to Map Amendment A-1, so the issue of that parcel being isolated by Map Amendment A-1 is now moot.

There was also a question about crime in that area, and whether allowing additional multi-family development in the area could potentially increase the crime rate. The Commission had asked this question at the last meeting. Mr. Torrico responded that Mr. Scarey, who had indicated that he would follow up on that question, had been out ill so staff did not have a chance to ask him about the status of that follow up. Mr. Torrico said that staff would try to provide that information to the Council for the June 11 Council Study Session.

The Commission then moved, seconded and voted to included Map Amendment A-1 in the Final Docket by a vote of 3-1.

The Commission then returned to Map Amendment A-2. The Commission moved, seconded and voted to include Map Amendment A-2 in the Final Docket on a 3-0 vote, with one abstention.

### **3. CSS PRESENTATIONS:**

- **SeaTac Surface Water Plan (45 minutes)**

By: Stormwater Compliance Manager Don Robinett / Herrera Environmental  
Project Engineer Rebecca Dugopolski

- **Urban Land Institute Technical Assistance Panel report on the Angle Lake Station Area and Transit Oriented Development (40 minutes)**

By: Community and Economic Development Director Joseph Scorcio /  
Executive Director ULI Northwest Kelly Mann / Caincross & Hemplemann  
and Technical Assistance Panel Chair John Hempelmann / Fred Glick  
Design and, Technical Assistance Panel Participant Fred Glick

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

By: Fire Chief Jim Schneider

### **RCM PRESENTATIONS:**

- **Lutheran Community Services Northwest Family Resource Center (5 minutes)**

By: South King County Program Coordinator Zac Eskanazi

- **Southwest King County Chamber of Commerce (5 minutes)**

By: Southwest King County Chamber of Commerce President/CEO Carol  
Kolson

**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](http://www.ci.seatac.wa.us)**

**Pre-approval or final approval of City Council and  
City Manager travel related expenses.**

**Consent Agenda Date: 6.11.13**

**Travel Pre-Approval Requests:**

**Travel Expense Approval:**

Approved 4.23.13:  
2013 NLC Summer Policy Forum  
June 27-29, 2013  
Washington DC  
Tony Anderson & Mia Gregerson  
\$1,630 each

<b>Name: Tony Anderson</b> NLC Summer Policy Forum	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		
<b>Transportation – (airline ticket – Anderson)</b>		921.80
<b>Transportation – (airline ticket – Gregerson)</b>		921.80
<b>Registration</b>		
<b>Total</b>		<b>\$1843.60</b>

<b>Name: Mia Gregerson</b> NLC Summer Policy Forum	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Mia Gregerson – 3 nights</b>		\$362.11
<b>Tony Anderson – 3 nights</b>		\$362.11
<b>Meals</b>		
<b>Transportation</b>		
<b>Registration</b>		
<b>Total</b>		<b>\$724.22</b>



# SeaTac City Council


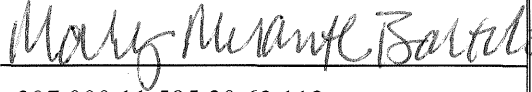


## REQUEST FOR COUNCIL ACTION

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>

MR  
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 176<sup>th</sup> Street to South 166<sup>th</sup> 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

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

Project Number: 101077155

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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 188<sup>th</sup> 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 176<sup>th</sup> to 166<sup>th</sup> 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** <sup>1,2,6</sup>

Company	100% Government Entity Reimbursable Costs						100% PSE Costs	Construction Costs Totals <sup>4,5</sup>
	Shared Costs <sup>3</sup>	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
<b>Government Entity<sup>5</sup></b>								
Labor	\$ 467,100	\$ -	\$ 36,700	\$ -	\$ -	\$ 36,700	\$ -	\$ 503,800
Operating Rights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Construction Costs Totals<sup>4,5</sup></b>	<b>\$ 1,878,300</b>	<b>\$ -</b>	<b>\$ 113,700</b>	<b>\$ -</b>	<b>\$ 8,500</b>	<b>\$ 122,200</b>	<b>\$ -</b>	<b>\$ 2,000,500</b>

**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:**

<sup>1</sup> Estimate prepared in accordance with Sections 6 & 11 of Schedule 74 Design Agreement and Section 7 of Schedule 74 Construction Agreement

<sup>2</sup> All amounts shown in this estimate are rounded up to the next \$100

<sup>3</sup> Shared Costs are allocated 40% to the Government Entity and 60% to the Company if the Conversion Project is completed

<sup>4</sup> Total Costs excludes Government Entity costs of trenching, restoration, and surveying

<sup>5</sup> 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 #: 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	
<b>Date Council Action Requested:</b>	<u>RCM 6/11/13</u>
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	<u>CSS 5/28/13</u>
<b>Prepared By:</b>	<u>Susan Sanderson, City Engineer</u>
<b>Director:</b>	<u></u>
<b>City Attorney:</b>	<u>Mary Mirante Bartolo</u> <span style="float: right; font-size: small;">MK BA</span>
<b>Finance:</b>	<u></u> BARS #: <u>TBD</u>
<b>City Manager:</b>	<u></u> Applicable Fund Name: <u>Street Fund (102)</u>

**SUMMARY:** In order to construct and operate the light rail extension to South 200<sup>th</sup> 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 200<sup>th</sup> 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 28<sup>th</sup> 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 28<sup>th</sup> 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 28<sup>th</sup> 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 200<sup>th</sup> Street.

**ATTACHMENTS**: Access Easement Document

**When Recorded Return to:**

Sound Transit  
Real Property Division  
401 S. Jackson Street, M/S 04N-4  
Seattle, WA 98104-2826

**ACCESS EASEMENT**

Grantor: **CITY OF SEATAC, a municipal corporation**

Grantee: **SHING-YEEN SHEEN AND JEAN SHEEN, TRUSTEES OF THE SHING-YEEN AND JEAN SHEEN TRUST**

Abbreviated Legal Description: **POR OF NE ¼ of S-T-R 04-22N-04E, W.M.**

Assessor's Tax Parcel Number: **042204-9183**

The Grantor, **CITY OF SEATAC, a municipal corporation**, for and in consideration of TEN and NO/100---(\$10.00)---Dollars, and other valuable considerations, **hereby conveys and grants to SHING-YEEN SHEEN AND JEAN SHEEN, TRUSTEES OF THE SHING-YEEN AND JEAN SHEEN TRUST**, and its assigns, an easement over the following described property for ingress/egress access to the adjacent parcel to the east and identified by King County Assessor as tax parcel 042204-9185.

Said lands being situated in King County, State of Washington, and described as follows:

**A portion of that property particularly described in the legal description Exhibit "A" attached and more fully described in Exhibit "B" attached and depicted in Exhibit "C" attached hereto and by this reference made a part hereof.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

Grantor: **CITY OF SEATAC, a municipal corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 : ss.  
County of KING )

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name legibly)

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

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):**

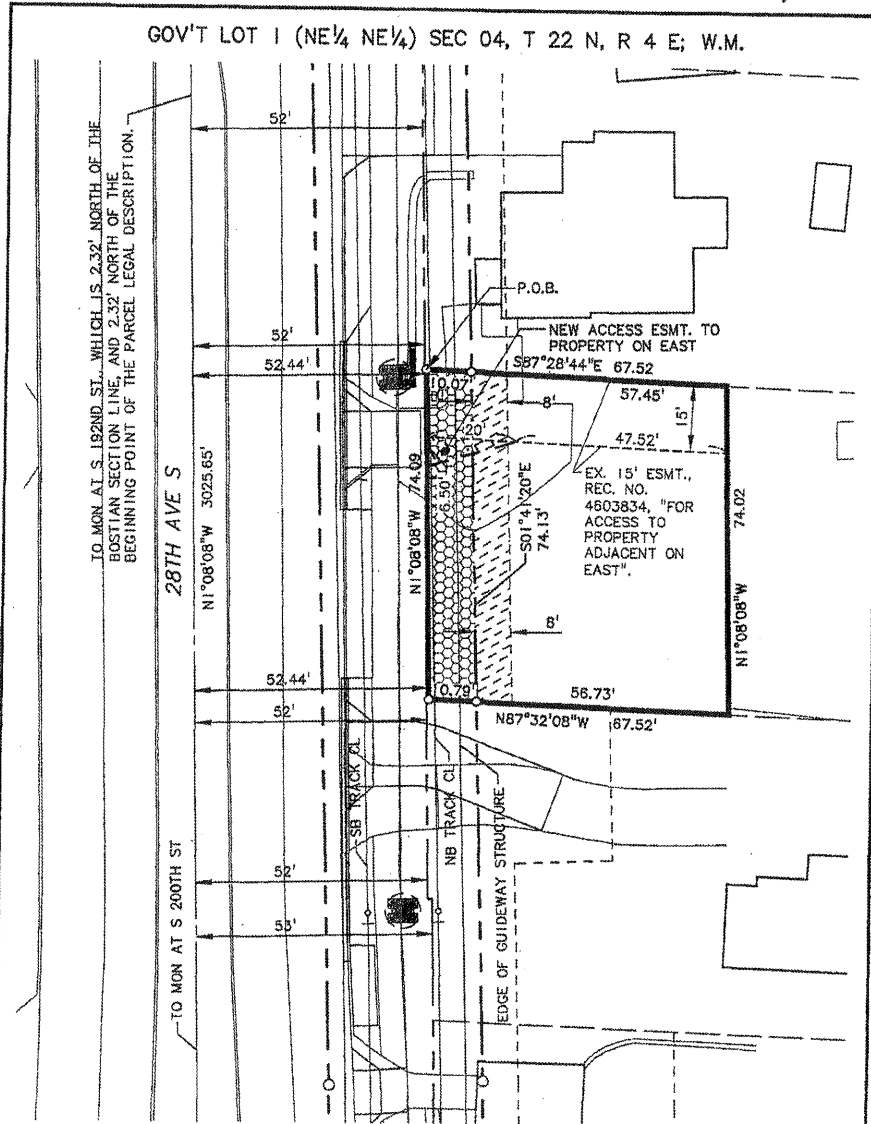
THAT PORTION OF THE ABOVE DESCRIBED GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

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.

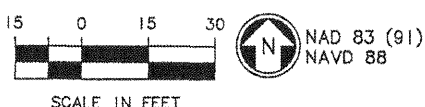
*Earl J. Bone 4/1/13*

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.



 <b>SOUND TRANSIT</b> <b>HUNT-ZOLIARS</b> <b>L &amp; A LIN &amp; ASSOCIATES</b> LINK LIGHT RAIL PROJECT		PARCEL AREA: 5,007 SF    EASEMENT AREA: 771 SF FEE TAKE: _____    CONST. ESMT: 593 SF REMAINING AREA: _____    ACCESS ESMT: 65 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.

<i>May 23, 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 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></u>
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>

*mk  
KSK*

**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 46<sup>th</sup> 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 188<sup>th</sup> 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
<b>PE</b>			
_____ % a. Agency			
b. Other			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)			
<b>Right of Way</b>			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
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)	<b>985,000.00</b>	<b>400,000.00</b>	<b>585,000.00</b>
r. Total Project Cost Estimate (e+j+q)	<b>985,000.00</b>	<b>400,000.00</b>	<b>585,000.00</b>

Agency Official

Washington State Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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.

June 3, 2013

Ordinance  Resolution  Motion  Info. Only  Other

Date Council Action Requested: RCM 6/11/2013

Ord/Res Exhibits: \_\_\_\_\_

Review Dates: CSS 5/14/2013; PC 5/21/2013; CSS 5/28/2013

Prepared By: Gary Schenk, Building Services Manager

Director: [Signature]

City Attorney: Mary Mirante Bartolo

Finance: [Signature]

BARS #: N/A

City Manager: [Signature]

Applicable Fund Name: N/A

MR  
8/1

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

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

504.2.1 Five story type VA buildings allowed.

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

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

**13.110.030 International Residential Code.**

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

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

Ground/Roof Snow Load: 25 psf

Wind Speed: 85 mph

Topographic Effects: No

Seismic Design Category: D2

Subject to Damage From:

Weathering: Moderate

Frost Line Depth: 18 inches

Termite: Slight to Moderate

Decay: Slight to Moderate

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

Ice Shield Underlayment Required: No

Flood Hazards: FEMA # 530320

Air Freezing Index: 50

Mean Annual Temperature: 51.4

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

1. One-story detached accessory structures constructed under the provisions of the IRC used as tool and storage sheds, tree supported play structures, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).7. Prefabricated swimming pools provided they meet one of the following conditions:

a. The pool is less than 24 inches deep.

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

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

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

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

**13.110.040 International Performance Code.**

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

**13.110.050 International Existing Building Code.**

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

**13.110.060 Copies on file.**

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

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

**Chapter 13.150 FIRE CODE**

**Sections:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. A new subsection 315.4.3 to read as follows:



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

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

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

**Table 315.4.3.2 Clearances<sup>1</sup> Between Storage and Buildings**

<b>Wall Construction Type</b>	<b>Openings</b>	<b>0-50 Pallets</b>	<b>51-200 Pallets</b>	<b>Over 200 Pallets</b>
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**

<b>Pile Size</b>	<b>Minimum Distance<sup>1</sup></b>
0-50	20
51-200	30
Over 200	50

1. All distances measured in feet.

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

**13.150.050. Reserved.**

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

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

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

B. Subsection 503.2.1 is amended to read as follows:

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

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

C. Subsection 503.2.3 is amended to read as follows:

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

D. Subsection 503.2.5 is amended to read as follows:

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

E. Subsection 503.2.6 is amended to read as follows:

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

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

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

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

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

H. Subsection 503.3 is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exceptions:**

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

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

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

O. Subsection 507.5.2 is amended to read as follows:

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

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

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

Q. Subsection 507.5.6 is amended to read as follows:

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

R. Subsection 507.5.7 is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

A. Subsection 606.6 is amended to read as follows:

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

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

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

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

C. Subsection 609.3.3.3 is amended to read as follows:

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

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

A. Subsection 703.4 is amended to read as follows:

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

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

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

A. Subsection 901.6.2 is amended to read as follows:

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

B. The following term is added to subsection 902.1:

**PROBLEMATIC FIRE PROTECTION SYSTEM.**

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

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

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

**Exception:** Miscellaneous Group U Occupancies.

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

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

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

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

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

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

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

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

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

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

G. Subsection 907.1.3 is amended to read as follows:

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

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

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

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

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

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

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

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

K. Subsection 909.20.2 is amended to read as follows:

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

L. Subsection 912.4 is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B105.1.2 Buildings 4,800 square feet and greater.** The minimum fire-flow and flow duration requirements 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 2012 Edition of the International Mechanical Code, as published by the International Code Council, as amended by the Washington State Building Code Council and as published in Chapter 51-52 WAC, as now or hereafter amended, is adopted.

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

**13.170.010 Uniform Plumbing Code .**

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

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

**13.180.010 Adoption of the National Electrical Code.**



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

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

**13.180.020 Electricians and electrical installations.**

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

**13.180.030 The Washington Cities Electrical Code.**

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

**13.180.040 Amusement rides.**

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

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

**13.180.050 Enforcement.**

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

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

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

**13.190.010 Purpose.**

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

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

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

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

**13.190.020 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.190.030 Administration.**

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

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

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

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

**13.190.040 Hazards.**

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

**13.190.050 Clearing and grading permit required – Exceptions.**

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

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

**13.190.055 Permit Exception Criteria**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13.190.060 Temporary permits.**

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

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

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

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

**13.190.070 Applications – Complete applications.**

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

1. For clearing and grading permits:

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



ix. Proposed construction or placement of a structure.

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

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

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

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

**13.190.080 Permit requirements.**

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

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

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

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

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

4. Indicate the estimated quantities of work involved;

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

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

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

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

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

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

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

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

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

#### E. Granting of Permits.

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

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

**13.190.090 Liability insurance required – Exception.**

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

**13.190.100 Operating conditions and standards of performance.**

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

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

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

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

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

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

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

### C. Soil Amendment Requirements

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

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

### **13.190.110 Land restoration.**

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

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

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

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

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

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

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

#### **13.190.120 Shorelines.**

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

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

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

#### **13.190.130 Enforcement.**

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

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

#### **13.190.140 Forest practices.**

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

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

1. The applicant demonstrates that the clearing was consistent with the Conversion Option Harvest Plan reviewed and approved by City of SeaTac pursuant to the SMC Title 16A land use decision process and incorporated as a condition of the state's forest practice permit, or
2. The Director of the Department of Community and Economic Development determines special circumstances exist which should allow the landowner to be released from the moratorium pursuant to notice, review and appeal process per SMC Title 16A.

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

**13.190.150 Clearing standards.**

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

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

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

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



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

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

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

**13.190.160 Financial guarantees authorized.**

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

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

**13.210.010 International Property Maintenance Code**

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

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

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

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

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

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

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

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

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

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

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

301.3.4 Fire Safety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.220.010 International Energy Conservation Code.**

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

**13.220.020 Copy on file.**

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

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

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

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

**ADOPTED** this \_\_\_\_\_ 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]