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ORDINANCE NO. 00-1001

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending and adopting certain subsections of Section 15.22.035 of the SeaTac Municipal Code relating to Essential Public Facilities so as to amend the procedural process for the siting of Essential Public Facilities.

WHEREAS, RCW 36.70A.200 required King County and its cities to establish a formal process for identifying and siting Essential Public Facilities (EPF) and the City did adopt such a process by Ordinance No. 98-1037; and

WHEREAS, pursuant to the authority of RCW 35A.63.073 and RCW 36.70A.130, the City Council adopted amendments to the City's Comprehensive Plan which affected the Essential Public Facilities process; and

WHEREAS, the City's Zoning Code must be consistent with, and implement, the policies of the Comprehensive Plan;

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

Section 1. Subsection E of Section 15.22.035 of the SeaTac Municipal Code is hereby amended to read as follows:

E. **CUP-EPF Review Process**. All EPFs, once determined by the City not to be exempt as an EPF, shall be subject to the following CUP-EPF review procedure:

1. Project Notification. The applicant, after a preapplication meeting, shall notify the City as soon as possible of intent to submit a CUP-EPF review application. If the applicant does not notify the City of a pending EPF review application, the City may make an initial determination of whether the proposed project is subject to CUP-EPF review, and shall notify the project proponent, in writing, of the City's determination.

2. Environmental Review. The EPF project shall comply with all applicable SEPA/NEPA requirements and the proponent shall mitigate identified environmental impacts as conditions of CUP-EPF approval.

3. Formation of Ad Hoc Committee. The City Council shall establish an Ad Hoc Committee by appointing up to seven (7) members and the Planning Advisory Committee appointing one (1) member, for each EPF-CUP application. The Ad Hoc Committee may include representatives of the Planning Advisory Committee or other persons with detailed knowledge of City land use or transportation issues.

a. The City Council will establish a time frame of between thirty (30) to sixty (60) days, unless a long time frame is necessary due to an EPF project timeline, in which the Ad Hoc Committee must review, consult and issue a preliminary recommendation. At the end of the thirty (30) to sixty (60) day period, this time frame may be extended only by the authority of the City Council.

b. Prior to accepting an appointment on the Ad Hoc Committee, an appointee must divulge any vested interest in any properties or businesses, the value of which could be substantially affected by the committee's recommendation.

4. Ad Hoc Committee Review and Coordination. City staff shall prepare an analysis of the CUP-EPF application for use of the Ad Hoc Committee. The Ad Hoc Committee shall review

the analysis and the EPF project under the criteria of subsection (F) of this section and prepare draft recommendations on each of the following:

a. Whether the project is consistent with each of the Ad Hoc Committee review criteria, subsection (F) of this section; and

b. Whether the project should include a special district overlay zone (defined in Chapter 15.28 SMC); and

c. Conditions or restrictions for siting and mitigating the impacts of the proposed EPF under the authority of the City's SEPA ordinances, Comprehensive Plan and development regulations.

The Ad Hoc Committee shall present its draft recommendations to the Planning Advisory Committee, ~~which~~ and, upon receiving ~~their~~ input of the Planning Advisory Committee, shall prepare final written recommendations to the Hearing Examiner or City Council.

5. City Council Determination. The City Council shall determine if an essential public facility shall be heard by the Hearing Examiner or City Council, based on the following factors:

a. Size of project;

b. Area of City affected by proposed project;

c. Environmental impact on sensitive areas;

d. Timing of project.

6. Staff Report. The Department on Planning and Community Development shall prepare a staff report, which shall include Planning Advisory Committee comments, as well as the final recommendations of the Ad Hoc Committee. The staff report shall also include an evaluation of the consistency of the proposed EPF, as recommended by the Ad Hoc Committee, with the City's adopted Comprehensive Plan and development regulations, and shall include proposed findings, conclusions and proposed recommendations for disposition of the proposed CUP-EPF to the designated hearing body for a public hearing.

7. Public Hearing and Decision. The designated hearing body shall hold a public hearing pursuant to SMC 16.03.040 to make findings and issue a decision. The notice of such public hearing shall be consistent with Chapter 16.09 SMC.

Section 2. A new Subsection H is hereby added to Section 15.22.035 of the SeaTac Municipal Code to read as follows:

H. **Designated Hearing Body Final Decision.** Recognizing that RCW 36.70A.200(2) prohibits the City from precluding the siting of an essential public facility, if the permit application proposes siting of a project in a location other than the City's preferred location, if any, the hearing body shall provide at least 14 days public notice, and written notice to the applicant, of an additional public hearing on the application. At the additional public hearing, the applicant shall present information as to why the City's preferred location, rather than the location applied for, will preclude development of the project. The applicant shall provide any engineering, financial and other studies and information necessary to explain its position. The hearing body, with additional analysis and input from City staff, if requested, shall make findings and a decision as to whether siting the project at the City's preferred location would be impossible, impracticable, or otherwise preclusive. The said findings and decision shall not be deemed; however, to limit the authority of a regional decision-making body, under law now existing or subsequently amended, to determine where its facilities shall be sited.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 11th day of January, 2000, and signed in authentication thereof on this 11th day of January, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 02/10/00]

ORDINANCE NO. 00-1002

AN ORDINANCE of the City Council of the City of SeaTac, Washington, retitling Chapter 15.19 of the City Zoning Code and amending, adding, and repealing sections thereof, and amending related sections of Chapter 15.13, 15.14 and 15.35 to establish interim design standards for multi-family housing.

WHEREAS, in order to permit time to research issues related to multi-family development, the City imposed a moratorium on acceptance of development permits for new multiple family developments, held public hearings, entered findings of fact, and extended the moratorium to allow formulation of special standards; and

WHEREAS, the City Council has determined that existing development regulations and design standards are not sufficient to ensure that multifamily housing projects will be consistent with, and implement, the City's Comprehensive Plan, and may not be sufficient to ensure compatibility with surrounding neighborhoods over the years; and

WHEREAS, in order to protect the public health, safety and welfare, and to ensure compatibility with adjacent neighborhoods, design standards should be established to augment existing multifamily development regulations; and

WHEREAS, the Comprehensive Plan supports implementing standards to ensure quality multifamily development (Policy 6.4D); and

WHEREAS, RCW 36.70A.390 allows adoption of an interim zoning ordinance for a period of up to six months,

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

Section 1. The Title of Chapter 15.19 of the SeaTac Municipal Code is hereby changed to read as follows:

CHAPTER 15.19 ~~MULTIFAMILY RECREATION SPACE~~

INTERIM DESIGN STANDARDS FOR MULTI-FAMILY HOUSING

Section 2. New sections are added to Chapter 15.19. of the SeaTac Municipal Code as set forth in "Exhibit A" attached hereto and incorporated herein by this reference, as interim standards.

Section 3. Section 15.13.010 of the SeaTac Municipal Code is hereby amended on an interim basis to read as follows:

Zone	Minimum Lot Area (Sq. Ft.)	Front Yard Setback		Minimum Side Yard Setback	Minimum Rear Yard Setback	Building Lot Coverage	Maximum Structure Height	Minimum Lot Width
		Minimum	Maximum					
P	N/A	-	-	10´	10´	N/A	N/A	N/A
AU	N/A	-	-	5´	5´	85% (7)	75´ (10)	N/A
MHP	3 Acres	-	-	5´	5´	N/A	N/A	N/A
UL	15,000 9,600 7,200	-	-	5´ (3)	15´ (3)	35% (2)	30´	60´

	5,000 (SDO)							
UM	**3,600/ 2,400 per unit on minimum 7,200 sf lot** **3,000 (19)**	20´		5´ (3) (16)	15´ (3) 0 (16)	45% (2)	40´ (15)	N/A
UH	**1,800/900 per unit on minimum 7,200 sf lot** **3,000 (19)** **UCR**	10´ (9)	10´ (9)	5´	5´	75%/90% (2)(11)	55´ (8)	N/A
NB	N/A	10´	-	5´	5´	65%	35´	N/A
CB	N/A	0´/10´ (9)	10´ (9)	-	-	75% (2)	FAA/UFC STDS. (1)	N/A
ABC	N/A	-	-	-	-	75%, 85% (2)	FAA/UFC STDS. (1)	N/A
BP	5 acres (12)	10´	-	5´	5´	75% (2)(5)	75´	N/A
O/CM	N/A	0´ (9)	10´(9)	5´	5´	75% (2)	45´ (6)	N/A
O/C/MU	N/A	0’ (17)	10’ (9)	5’	5’	65%	35’(18)/45’	N/A
Townhouse	12-24 d.u./acre in City Center(14) 12-16 d.u./acre outside City Center (14)	0’/10’ in City Center (16) 15’ outside of City Center		0´/5´(16)	0´/10 (16)´	55%	35´ (15)	180’ frontage along primary street
I	N/A	10´	-	5´	5´	85% (2)	75´	

1. Limited by FAA height limits and Uniform Fire Code.
2. See Residential/Commercial Density Incentives (Chapter 15.24 SMC).
3. Five (5) foot setback for accessory structures in the UM-2,400, UM-3,600, UL-5,000, UL-7,200 and UL-9,600 zones. Fifteen (15) foot setback in the UL-15,000 zone.
4. See SMC 15.13.110 or 15.13.111 for additional development standards.
5. This standard applies to the maximum total impervious surface coverage of a site, and not to building lot coverage.
6. If density incentives and bonuses are granted by the City, a maximum height of up to that permitted by the FAA and the Uniform Fire Code may be allowed.
7. Eighty-five percent (85%) on property owned by the Port of Seattle only, thirty-five percent (35%) on all other properties.
8. Except that UH-UCR zones shall be governed by the FAA/UFC standards.
9. Except within the City Center, properties zoned UH-UCR, CB-C, OC/M and O/C/MU shall have zero (0) foot minimum and ten (10) foot maximum setbacks applied. Within the City Center as specified in SMC 15.35.030, properties zoned UH-UCR, CB-C , O/CM and O/C/MU shall have twenty (20) foot maximum setbacks adjacent to International Boulevard, and ten (10) foot maximum setbacks adjacent to all other public or private City Center streets. Properties zoned UH-900, UH-1800, and CB shall have a ten (10) foot minimum setback applied, with no maximum setback. See SMC 15.13.110 for additional development standards, except within the City Center, in which Chapter 15.35 SMC shall apply.
10. Except that FAA/UFC standards shall govern the height of the airport terminal building, the airport terminal’s main parking garage, and any building immediately adjacent to and east of the airport terminal’s main parking garage.
11. Ninety percent (90%) building lot coverage standard applies to only properties zoned UH-UCR.
12. See SMC 15.13.111(E) for lot size waiver requirements.
13. See SMC 15.31.040 for setback standards specific to wireless telecommunications facilities.
14. Up to 30% increase in base density allowed with the incentives identified in SMC 15.35.730.
15. Up to forty feet (40´) as specified in SMC 15.35.730.
16. May be zero lot line with approved design providing property in not immediately adjacent to a UL zone.
17. 10’ foot setback if adjacent to a UL zone.
18. Applies to properties within the City Center Area as specified in SMC 15.35.030 within 60 feet of a UL or UM zone.

(19) 3,000 sf minimum lot size allowed for small lot single family subject to SMC 15.19.760.

(SDO) Special District Overlay

Section 4. Section 15.14.060 of the SeaTac Municipal Code is hereby amended on an interim basis to include the following:

15.14.060 Landscaping Standards for Residential, Accessory, Recreational/Cultural Uses

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE USES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
	RESIDENTIAL USES					
001	Single-Family	-	-	-	-	-
001A	Single-Family Attached Dwelling Unit	-	-	-	-	-
002	Duplex	-	-	-	-	-
003	Townhouses	II III/20 ft. [1]	IV/5 ft.	III/10 ft.	II/15 ft [1]	Yes (over 3 units)
004	Multifamily	~~II~~ III/20 ft. [1]	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
005	Senior Citizen Multi	II/20 ft.	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
006	Manufactured Home	-	-	-	-	-
006A	Mobile Home	-	-	-	-	-
007	Bed and Breakfast/Guesthouse	-	-	-	-	-
008	Community Residentail Facility I	-	-	-	-	-
008a	Community Residentail Facility II	II/20 ft.	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
008b	Halfway House	II/20 ft.	IV/5 ft.	II/10 ft.	I/20 ft.	Yes
009	Overnight Shelter	II/20 ft.	IV/5 ft.	II/20 ft.	I/20 ft.	Yes
010	Convalescent Center/Nursing Home	II/20 ft.	IV/5 ft.	II/15 ft.	-	Yes
011	Mobile Home Park	II/20 ft.	-	I/20 ft.	-	-
012	Hotel/Motel and Associated Uses	II/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
013	College Dormitory	IV/10 ft.	-	IV/5 ft.	II/10 ft.	Yes
	ACCESSORY USES					-
018	Home Occupation	-	-	-	-	-
019	Shed/Garage	-	-	-	-	-
	RECREATIONAL/CULTURAL USES					
022	Community Center	II/10 ft.	-	-	-	Yes
023	Golf Course	-	-	-	-	Yes
024	Theater	II/20 ft.	-	I/5 ft.	I/20 ft. (SF)	Yes
025	Drive-In Theater	IV/20 ft.	-	I/5 ft.	I/20 ft. (SF)	Yes
026	Stadium/Arena	IV/20 ft.	III/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
027	Amusement Park	IV/20 ft.	III/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
028	Library	IV/10 ft.	-	II/5 ft.	-	Yes
029	Museum	IV/10 ft.	-	II/10 ft.	-	Yes
030	Conference/ Convention Center	IV/10 ft.	IV/5 ft.	I/5 ft.	I/20 ft. (SF)	Yes
031	Cemetery	IV/20 ft.	-	-	-	-
032	Private/Public Stable	-	-	-	-	-
033	Park	-	-	-	-	-
034	Church	IV/10 ft.	-	-	I/10 ft.	Yes
035	Church Accessory	IV/10 ft.	-	-	I/10 ft.	Yes
036	Recreational Center	IV/10 ft.	IV/5 ft.	IV/5 ft.	II/10 ft.	Yes
036.5	Health Club	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft.	Yes
037	Arcade (Games/Food)	IV/10 ft.	-	IV/5 ft.	II/10 ft.	Yes

* See SMC 15.14.090.

1Pursuant to the Interim Design Standards for Multi-family Housing, SMC 15.19.

(SF) Adjacent to single-family uses for buffering purposes.

Section 5 Section 15.35.110 of the SeaTac Municipal Code is hereby amended on an interim basis to read as follows:

15.35.110 Residential Uses

		ZONES									
USE #	**LAND USE**	**P**	**UM**	**UH**	**UH-UCR**	**NB**	**CB-C**	**ABC**	**I**	**O/CM**	**O/C/MU**	**Townhouse**
	RESIDENTIAL USES											
001	Single Family		**P(1,7,8,11)**	**P(11)**								**P(11)**
001.1	Single Attached Dwelling Unit			P	P		P	P				
002	Duplex		P	P	P	C	P	P				
003	Townhouses		P	P	P	C	P	P		P	P	P
004	Multi-Family		P	P(10)	P(10)	C	P(9)	C(9)		P(9)	P(9)	
005	Senior Citizen Multi		P	P	P	C	P	P		P	P	
006	Manufactured/Modular Home		P(8)									
006.1	Mobile Home (non-HUD)											
007	Bed & Breakfast/Guesthouse		P(2)	P(2)	P(2)	P(2)				P(2)	P(2)	
008	Community Residential Facility I		P(3)	P(3)	P(3)	P(3)	P(3)	P(3)		P(3)	P(3)	P(3)
008a	Community Residential Facility II			P	P	P	P	P		P	P	
010	Rest Convalescent Center/Nursing Home		P	P	P	P				P		
011	Mobile Home Park		C(4)	C(4)	C (4)					P		
013	College Dormitory					C	P	P		P	**P(6)**	**P**
	ACCESSORY USES											
018	Home Occupation		P(6)	P(6)	P(6)		P(6)	P(6)		P(6)	P(6)	P(6)
019	Shed/Garage		P(5)	P(5)	P(5)							

(1) Accessory living quarters permitted with the following restrictions (Ref. 15.10.016)

A. No more than 45% of the total square footage in the main dwelling unit

B. Must be contained within the primary dwelling or significantly attached to the primary dwelling;

C. Primary dwelling must be owner-occupied

D. Kitchen permitted as component.

(2) Standards for Bed & Breakfast:

A. Number of guests limited to six (6), with no more than three (3) bedrooms;

B. Parking area for three (3) non-resident vehicles, and screened;

C. Proof of King County Health Department approval;

D. Breakfast is only meal served for paying guest.

(3) Standards for Community Residential Facilities I:

A. No more than five (5) non-support people; unless as modified pursuant to requirement 3 (e)**

B. No more than two (2) support people**;

C. Any parking space in excess of two shall be screened and not visible from public streets;

D. In UL zone, house shall be a single-family structure compatible with the surrounding area; in UM zone, house shall maintain residential character.

E. Reasonable accommodation shall be made for persons with disabilities as required by state and federal law. See SMC 15.12.018 for accommodation procedure.

** (a) and (b) do not apply to state-licensed adult family homes and foster family homes.

(4) A park outside established or proposed mobile home park zone is permitted after approval through the CUP process.

(5) Limited to 1,000 gsf and a 20 foot height limit (highest point).

(6) See Section 15.17 for standards and limitations.

(7) Efficiency Unit permitted within primary dwelling, not exceeding 25% of gross square feet of dwelling.

(8) See Chapter 15.26 for additional development standards.

(9) Permitted only as part of a mixed use development,

as described in 15.35.620, and arranged on site as described in 15.35.610.

(10) Ground floor retail/commercial or service uses, as described in 15.35.620, are allowed, but not required in the UH and UH-UCR zones.

(11) Small Lot Single Family Development allowed subject to design standards specified in SMC 15.19.760

Section 6. Section 15.35.700 of the SeaTac Municipal Code is hereby amended to read as follows:

15.35.700 Multifamily Development Standards

Purpose: Design multiple family units that are of high quality, good architectural design, are compatible with adjacent development, especially single-family neighborhoods, and that provide linked open space. Townhouse units should be well-designed and architecturally appealing.

A. Multi-family development within the City Center shall meet the requirements of Chapter 15.19. Additionally, the following sections of the City Center standards shall apply to projects as stated below:

1. The following Standards shall apply to all multi-family projects in the City Center: 15.35.200-220; 15.35.300-335; 15.35.430; 15.35.800-850.

2. The following Standards shall apply only to ground floor commercial in mixed use residential projects: 15.35.510-520; 15.35.570; 15.35.600-620.

~~The following sections shall serve as the multifamily design standards for multi-family units within the City Center: Sections 15.35.200; 15.35.300-350; 15.35.430; 15.35.510-570, and 15.35.800-850.[1]~~

~~B. The following regulations shall supersede the Multifamily Recreation Space standards in Chapter 15.19 for all multifamily buildings or complexes in the City Center area. In such cases, the 15.35.710 Multifamily Recreation Space Area requirement shall supersede the general Open Space requirement in 15.35.420.~~

~~---~~

~~1 Sections 15.35.700(B) through .730 may be deleted from the Special Standards for the City Center upon adoption of revised multi-family development standards (SMC 15.19).~~

Section 7. Sections 15.19.020 through 15.19.050, inclusive, of the SeaTac Municipal Code are hereby repealed on an interim basis.

Section 8. Existing references to "multifamily" throughout the code are hereby changed to "multi-family."

Section 9. Sections 15.35.710 through 15.35.730, inclusive, of the SeaTac Municipal Code are hereby repealed on an interim basis.

Section 10. Should any section, subsection, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, by a court of competent jurisdiction, such decision shall not affect the

validity of the remaining portions of this Ordinance.

Section 11. These standards are adopted on an interim basis pursuant to RCW 36.70A.390 for a period of 6 months from the effective date of this ordinance.

Section 12. A public hearing shall be held within 60 day of the adoption date of this ordinance pursuant to RCW 36.70A.390.

Section 13. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor.

Section 14. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 11th day of January, 2000 and signed in authentication thereof on this 11th day of January, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 02/10/00]

G\group\planning\multifamily design standards\ordinance interim mf design standards

ORDINANCE NO. 00-1003

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the Official Zoning Map for areas within the City.

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, the City of SeaTac is required to develop and adopt development regulations, include the Official Zoning Map, which are consistent with and implement the adopted Comprehensive Plan and applicable subarea plans; and

WHEREAS, the Comprehensive Plan's Land Use Plan Map has been amended to show future land uses for specific properties which authorize a change in zoning of said properties; and

WHEREAS, the City Zoning Map must be amended to implement the Comprehensive Plan's Land Use Plan Map; and

WHEREAS, notices were published, public participation was obtained, comments were received, and public hearings held during the course of formulating the special standards; and

WHEREAS, the requirements of the State Environmental Policy Act (SEPA) have been satisfied through issuance of a Determination of Non-Significance on November 12, 1999, File No. SEP0028-99, and

WHEREAS, following consideration of comments received at the Public Hearing of December 7, 1999, the zoning of various Westside properties (Exhibit A, Map #1) would be limited subject to the conditions limited as shown in Exhibit B; and,

WHEREAS, following consideration of comments received at the Public Hearing of December 7, 1999, the zoning of the properties at 16253 International Boulevard (Exhibit A, Map #3), and at 4040 S. 188th St. (Exhibit A, Map #4) would be limited subject to the conditions shown in Exhibit B; and

WHEREAS, the zoning of the properties as shown in Exhibit A would implement the Comprehensive Plan, as amended; and

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

WHEREAS, five copies of these proposed development regulations were filed with the Department of Community, Trade and Economic Development not less than sixty days prior to final action, pursuant to RCW 36.70A.106 and WAC 365-195-620;

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

Section 1. The Official Zoning Map of the SeaTac Municipal Code , as authorized by Section 15.11.140, is hereby amended as set forth on Exhibits A and B hereto.

Section 2. The City Clerk is directed to transmit a complete and accurate copy this Ordinance, as adopted, to the Department of Community, Trade and Economic Development within ten days after final adoption, pursuant to RCW 36.70A.106 and WAC 365-195-620. The Clerk is further directed to transmit a copy of this Ordinance, together with copies of other Ordinances amending development regulations adopted within the preceding twelve months, to the King County Assessor by the ensuing 31st day of July, pursuant to RCW 35A.63.260.

Section 3. This ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 11th day of January , 2000, and signed in authentication thereof on this 11th day of January , 2000.

CITY OF SEATAC

_____, Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 02/10/00_____]

Exhibit A

Maps

Exhibit B

Property-Specific Conditions

Map #1: Westside

A. A Type I landscape buffer, at least 10 feet in width, shall be provided along the Des Moines Memorial Drive frontage for Government/Office and Business uses as shown in SMC 15.12.050, and Manufacturing Uses as show in SMC 15.12.070, except Financial Institutions, Professional Office, and Auto Sales (excluding Auto Rental) uses (#082, 090 and 093, respectively), which shall provide a Type III landscape buffer at least 10 feet in width along the Des Moines Memorial Drive frontage. A Type III landscape buffer, at least 10 feet in width, shall be provided along the Des Moines Memorial Drive frontage for Retail/Commercial uses as shown in SMC 15.12.060. All other landscaping shall be in accordance with provisions of SMC 15.13. Driveways shall not be allowed within the landscape buffer area, unless, in the opinion of the Director, there is no feasible alternative for providing access. If allowed, driveway width shall be the minimum necessary to provide safe access.

B. Building height shall not exceed 45 feet.

C. Building façade modulation shall be provided on façades that exceed 60 feet in length and are oriented toward Des Moines Memorial Drive. The following standards shall apply:

i. The maximum wall length without modulation shall be 30 feet.

ii. The minimum modulation depth shall be 3 feet.

iii. The minimum modulation width shall be 8 feet.

D. Roofline variation shall be provided on rooflines that exceed 60 feet in length and are oriented toward Des Moines Memorial Drive. Roofline variation shall be achieved by using one or more of the following methods: vertical or horizontal offset in ridge line, variation of roof pitch, gables, or any other technique approved by the Director that achieves the intent of this section. The following standards shall apply:

i. The maximum roof length without modulation shall be 30 feet.

ii. The minimum horizontal or vertical offset shall be 3 feet.

iii. The minimum variation length shall be 8 feet.

E. Mechanical equipment shall be located as far away as possible from Des Moines Memorial Drive, but not in a front setback or required perimeter landscaping.

F. Truck loading spaces, and refuse collection areas shall be located as far away as possible from Des Moines Memorial Drive, but not in a front setback or required perimeter landscaping.

G. Shared access points onto Des Moines Memorial Drive are required. The property owner shall record access easements and shared parking agreements between the site and abutting properties. This requirement may be waived or modified if compliance is infeasible or an alternative solution would better meet the goals of providing shared access and minimizing access points onto Des Moines Memorial Drive.

Map #3: SunReal (16253 International Boulevard)

A. Approved Lot Line Adjustment.
B. Transfer of title of subject property to SunReal, Inc.

Map #4: Lutheran Social Services

Uses shall be limited to the following: Senior Housing, 24-Hour Day Care, or Social Service Offices.

ORDINANCE NO. 00-1004

AN ORDINANCE of the City Council of the City of SeaTac, Washington approving the final plat for the development commonly known as Port Estates.

WHEREAS, the City received an application for preliminary approval of a proposed subdivision within the City, to be known as "Port Estates", which was assigned File No. PLT-0001-93; and

WHEREAS, the preliminary plat was reviewed by the Planning Department and by the City's Hearing Examiner at a public hearing conducted on December 15, 1994, where adjacent property owners and other persons interested in the development were heard, and after which the Hearing Examiner issued his findings of fact, conclusions and recommendations, dated the 28th day of December, 1994; and

WHEREAS, the City Council then granted preliminary plat approval by Resolution No. 95-005 subject to the recommendations of the Hearing Examiner and requirements of state law; and

WHEREAS, the owner/developer, Glenn S. Cook, has now requested final plat approval; and

WHEREAS, the City Council considered the request for final plat approval at its meeting on January 25, 2000, which meeting was held pursuant to notice of Regular City Council meetings; and

WHEREAS, the proposed final plat of Port Estates is beneficial to the public health, safety and general welfare, and the public use and interest will be served by the platting of the subject subdivision; and

WHEREAS, the Council finds as a fact that the proposed subdivision is in conformity with the City Comprehensive Plan and all applicable development regulations and other land use controls; and

WHEREAS, the proposed final plat of Port Estates has satisfied all of the conditions for approval of the final plat;

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

Section 1. The final plat of the Port Estates subdivision is hereby approved.

Section 2. The City Manager, or designee, is hereby authorized to sign the final plat, indicating the approval of the City Council, and the plat shall be recorded pursuant to law.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 25th day of January, 2000, and signed in authentication thereof on this 25th day of January, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: January 25, 2000]

ORDINANCE NO. 00-1005

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Ordinance No. 99-1019 to include the inadvertently omitted full legal description of Parcel 140 (Alaska Airlines) and right-of-way take, in addition to the included description of the storm drainage easement; and declaring an emergency.

WHEREAS, the City Council previously adopted Ordinance No. 99-1019 which declared public use and necessity for land and property to be condemned as required for the 28th/24th Avenue South Arterial Project; and

WHEREAS, Ordinance No. 99-1019 included a map of the parcels subject to eminent domain and legal descriptions of those parcels as well as legal descriptions of the property to be acquired or to be subject to easements for this project; and

WHEREAS, Parcel 140 (Alaska Airlines) was included in the Ordinance, but the legal description included only the storm drainage easement, and the full legal description of the parcel and a right-of-way strip take were inadvertently not included within Exhibit "B" adopted by reference at Section 1 of the Ordinance; and

WHEREAS, the full legal description of Parcel 140 and of the right-of-way strip take, as well as the storm drainage easement are needed to ensure accuracy in acquiring the necessary property rights in order to construct these improvements; and

WHEREAS, negotiations with the owner for purchase of the necessary property interests have not, to date, been successful and, in order to ensure that the project and construction schedule be maintained, it is mandatory that a condemnation proceeding be filed as soon as possible for the protection of public safety and public property, which constitutes the within as a public emergency ordinance;

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

Section 1. Section 1 of Ordinance No. 99-1019 and incorporated Exhibits "A" and "B", are hereby amended to read as follows:

> Acquisition of the properties generally located on the drawing attached as Exhibit "A", and legally described on Amended Exhibit "B", which are incorporated herein by this reference, is necessary to the public use of the City's 28th/24th Avenue South Arterial Project, being Project No. ST 012.

Section 2. Except for the addition of legal descriptions relating to Parcel 140 on Exhibit "B" as effected herein, all provisions of Ordinance No. 99-1019 are ratified and confirmed.

Section 3. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 4. As found in the foregoing recitals to this Ordinance, the addition of the full legal description of Parcel 140 and the legal description of the necessary condemnation to Exhibit "B" to Ordinance No. 99-1019 are essential to the public interest, safety, and property and, therefore, this Ordinance shall be in full force and effect upon its adoption by a majority plus one of the whole membership of the City Council.

ADOPTED this 25th day of January, 2000, and signed in authentication thereof on this 25th day of January, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: January 25, 2000]

ORDINANCE NO. 00-1006

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to the City Code and amending SMC 8.05.360 creating new regulations and violations related to noise.

WHEREAS, the current SeaTac Municipal Code addresses noise regulations and crimes at Section 8.05.360 and adopts by reference chapters of the King County Code relating to noise levels; and

WHEREAS, the current noise regulations are difficult to enforce; and

WHEREAS, the City is desirous to protect the public peace and repose of its citizens from unlawful and disturbing noise; and

WHEREAS, amendment of the SeaTac Municipal Code to create new noise regulations that clearly define violations would enable police to properly respond to and enforce noise complaints; and

WHEREAS, the Public Safety and Justice Council Committee reviewed the ordinance on January 24, 2000, and moved that the ordinance be forwarded to the entire City Council for approval; and

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

Section 1. Section 8.05.360 of the SeaTac Municipal Code is hereby amended to read as follows:

8.05.360 Noise.

~~The following chapters of the King County Code now in effect, and as may subsequently be amended, are hereby adopted by reference to establish regulations and crimes regarding noise under the SeaTac Criminal Code:~~

~~12.86 Declaration of Policy and Finding of Special Conditions.~~

~~12.88 Environmental Sound Levels.~~

~~12.90 Motor Vehicle Sound Levels.~~

~~12.91 Watercraft Sound Levels.~~

~~12.92 Public Nuisance and Disturbance Noises.~~

~~12.94 Exemptions.~~

~~12.96 Variances.~~

~~12.98 Administration and Noise Measurement.~~

~~12.99 Enforcement and Appeals.~~

~~12.100 Miscellaneous.~~

(1) General Prohibition. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance noise.

(2) Illustrative Enumeration. The following sounds are public disturbance noises in violation of this article:

(a) The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law.

(b) The creation of frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property.

(c) Yelling, shouting, whistling or singing on or near the public streets at any time and place, particularly between the hours of 10:00 p.m. and 8:00 a.m., as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property.

(d) The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium, which unreasonably disturbs or interferes with the peace and comfort of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings.

(e) Sound from motor vehicle audio sound systems, such as tape players, radios, compact disc players or sound amplifier system, operated at a volume so as to be audible greater than 50 feet from the vehicle itself.

(f) Sound from portable audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than 50 feet from the source, and if not operated upon the property of the operator.

(g) The squealing, screeching or other such sounds from motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners or because of such other reason, provided that sounds which result from actions which are necessary to avoid danger shall be exempt from this section.

(h) Sounds originating from construction sites, including but not limited to sounds from construction equipment, power tools and hammering between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends.

(i) Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances, including but not limited to sounds from lawnmowers, powered hand tools, snow removal equipment and composters between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends.

(3) Exclusion. This chapter shall not apply to:

a. Regularly scheduled events at schools or parks, such as public address systems for baseball games or park concerts.

b. Events specifically permitted by the City, such as parades or festivals.

c. Sounds created by emergency equipment and emergency work necessary in the interest of law enforcement or of the health, safety, or welfare of the community.

(4) Penalty. Any person who violates the provisions of this article shall be subject to a civil fine not to exceed $250.00 for a first offense. For second and subsequent offenses, the person shall be guilty of a misdemeanor.

Section 2. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 22nd day of February, 2000, and signed in authentication thereof on this 22nd day of February, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 3/23/00]

ORDINANCE NO. 00-1007

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to the City Code and amending SMC 8.05.380 creating the crime of drug loitering, designating anti-drug emphasis areas, and making it a crime to be within an anti-drug designated area in violation of court order.

WHEREAS, the current SeaTac Municipal Code addresses controlled substance crimes at Section 8.05.380; and

WHEREAS, the City is desirous to prosecute persons engaging in behavior that disturbs the public peace, provokes disorder or endangers the safety of others; and

WHEREAS, the City Police provided testimony that suspected drug activity is often observed by officers and detectives but that no current mechanism exists to investigate such activity; and

WHEREAS, the City Police testified that the drug and drug-related activity is concentrated within certain areas of the City; and

WHEREAS, the City Council finds that drug activity and drug-related activity is, and may be occurring within specific areas of the City; and

WHEREAS, amendment of the SeaTac Municipal Code to make loitering with the intent to engage in drug-related activity a crime, would allow the City law enforcement officials to take the appropriate enforcement action when a person loiters in the City designated drug areas under suspicious circumstances; and

WHEREAS, the Public Safety and Justice Council Committee reviewed the ordinance on

, and moved that the ordinance be forwarded to the entire City Council for approval; and

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

Section 1. Section 8.05.380 of the SeaTac Municipal Code is hereby amended to read as follows:

380. Controlled substances.

A. The following sections of RCW 69 now in effect, and as may subsequently be amended, are hereby adopted by reference to establish regulations and crimes regarding controlled substances under the SeaTac Criminal Code:

101. Definitions.

69.50.401(e) Possession of forty grams or less of marijuana a misdemeanor.

420. Violations – Juvenile driving privileges.

505. Seizure and forfeiture.

A. Possession of Drug Paraphernalia. It is Unlawful for any person to use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance, as defined by this chapter and Chap- ALIGN="JUSTIFY">ter 69.50 RCW as now or hereafter amended. Possession of drug paraphernalia shall be a Misdemeanor.

B. Drug related loitering.

1. It is unlawful for any person to loiter in or near any thoroughfare, place open to the public, or near any public or private place in a manner and under circumstances manifesting the intent to engage in drug-related activity contrary to any of the provisions of Chapters 69.41, 69or 69.52 RCW
2. Among the circumstances which may be considered in determining whether such intent is manifested are:

a. Such person is a known unlawful drug user, possessor, or seller. For purposes of this chapter, a "known unlawful drug user, possessor, or seller" is a person who has been convicted in any court within this state of any violation involving the use, possession, or sale of any of the substances referred

to in Chapters 69.41, 69.and 69.52 RCW or substantially similar laws of any political subdivision of this state or of any other state; or a person who displays physical characteristics of drug intoxication or usage, such as "needle tracks"; or a person who possesses drug paraphernalia as defined in 8.05.380(B) of the SeaTac Municipal Code.

b. Such person is currently subject to an order prohibiting his/her presence in a high drug activity geographic area:

c. Such person behaves in such a manner as to raise a reasonable suspicion that he or she is about to engage in or is then engaged in an unlawful drug-related activity, including by way of example only, such person acting as a "lookout";

d. Such person is physically identified by the officer as a member of a "gang", or association which has as its purpose illegal drug activity;

e. Such person transfers small objects or packages for currency in a furtive fashion;

f. Such person takes flight upon the appearance of a police officer.

g. Such person manifestly endeavors to conceal himself or herself or any object which reasonably could be involved in an unlawful drug-related activity;

h. The area involved is by public repute known to be an area of unlawful drug use and trafficking;

i. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to Chapter 69.52 RCW

j. Any vehicle involved is registered to a known Unlawful drug user, possessor, or seller, or a person For whom there is an outstanding warrant for a crime Involving drug-related activity.

Chapter cumulative.

3. The provisions of this chapter are intended as cumulative and selective, and shall not repeal any other ordinance involving the same subject matter.

Severability.

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

Violation – Penalty.

2. Any person who violates the provisions of this chapter is guilty of a gross misdemeanor and, upon conviction, shall be imprisoned for up to one year and be subject to a fine of not more than $5,000.

Section 2. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 22nd day of February, 2000, and signed in authentication thereof on this 22nd day of February, 2000.

CITY OF SEATAC

Terry Anderson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 3/23/00]

ORDINANCE NO. 00-1008

AN ORDINANCE of the City Council of the City of SeaTac, Washington adding a new Chapter 9.25 to the SeaTac Municipal Code, providing for vehicle impoundment when the driver's privilege to drive is suspended or revoked.

WHEREAS, the City hereby adopts the legislative findings of Chapter 203, Section 1, Laws of 1998; and

WHEREAS, Section 4 of said laws, now codified at RCW 46.55.113, provides municipalities with authority to impound vehicles driven by persons whose driver's licenses or privilege to drive is in suspended or revoked status; and

WHEREAS, the Council finds, based upon the foregoing adopted findings as well as local statistics, that an ordinance providing for impoundment and a process for redemption is appropriate;

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

Section 1. A new Chapter 9.25 is hereby added to the SeaTac Municipal Code to read as follows:

9.25 VEHICLE IMPOUNDMENT UPON ARREST OF DRIVER FOR DRIVING WHILE LICENSE SUSPENDED OR REVOKED

9.25.010 Appointment of King County as agent for the City.

King County and the King County Sheriff's Office and/or its designees are appointed and authorized to act as agent of the City in regard to all impoundments and actions permitted by this Chapter.

9.25.020 Impoundment authorized.

A. If a vehicle is impounded because the driver is arrested for a violation of Driving While License Suspended ("DWLS") in the Third Degree, as defined in RCW 46.20.342, or if the driver is arrested for driving with a license suspended in another state, the vehicle shall be impounded.

B. If a vehicle is impounded because the driver is arrested for a violation of DWLS Second Degree, as defined in RCW 46.20.342, the vehicle shall be impounded for thirty (30) days.

C. If a vehicle is impounded because the driver is arrested for a violation of DWLS First Degree, as defined in RCW 46.20.342, the vehicle shall be impounded for thirty (30) days.

9.25.030 Administrative fee.

If a vehicle is impounded pursuant to the provisions of this Chapter, an administrative fee of One Hundred Dollars ($100.00) shall be paid to the City of SeaTac Finance Department, prior to redemption of the vehicle as provided by this Chapter. The administrative fee shall be for the purpose of offsetting, to the extent practicable, the cost to the City of implementing, enforcing and administering this Chapter and must be deposited in an appropriate account.

9.25.040 Owner of impounded vehicle to be notified.

A. Not more than twenty-four (24) hours after impoundment of any vehicle, the tow truck operator shall mail a notice by first class mail to the last known address of the legal and registered owner(s) of the vehicle, as may be disclosed by the vehicle identification number, and as provided by the Washington State Department of Licensing. The notice shall include the name of the impounding tow firm, its address, and telephone number. The notice shall include the location and time of the impound, and by whose authority the vehicle was impounded. The notice also shall include written notice of the right of redemption and opportunity for a hearing to contest the validity of the impound or the amount of towing and storage charges pursuant to this Chapter, as set forth on a form provided by the King County Sheriff's Office. The notice shall state the mandatory length of the impound. The notice shall state that a person who desires to redeem an impounded vehicle at the end of the mandatory period, must within five days of the impound, at the request of the tow truck operator, pay a security deposit to the tow truck operator of not more than one-half of the applicable impound storage rate for each day of the proposed suspended license impound to ensure payment of the costs of the removal, towing, and storage of the vehicle pursuant to RCW 46.55.120(1)(b). The notification shall state that if the security deposit is not posted within five days of the impound, the vehicle will be processed and sold at auction as an abandoned vehicle pursuant to RCW 46.55.130. The notice shall set forth the requirements of SMC 9.25.050 regarding the payment of the costs of removal, towing, and storage as well as providing proof of payment of the administrative fee and proof of satisfaction of any penalties, fines, or forfeitures before redemption. The notice must also state that the registered owner is ineligible to purchase the vehicle at the abandoned vehicle auction, if held.

B. Notwithstanding (A) of this subsection, a rental car business may immediately redeem a rented vehicle it owns by payment of the costs of removal, towing, and storage, whereupon the vehicle will not be held for a suspended license impound. The officer directing the impound shall notify the rental car business as soon as practicable of the impound.

C. If the date on which a notice required by subsection (A) of this section is to be mailed falls upon a Saturday, Sunday, or postal holiday, the notice may be mailed on the next day that is neither a Saturday, Sunday, nor a postal holiday.

D. Similar notice shall be given to each person who seeks to redeem an impounded vehicle, except that if a vehicle is redeemed prior to the mailing of notice, then notice need not be mailed. The tow truck operator shall maintain a record evidenced by the redeeming person's signature that the notification was provided.

9.25.050 Redemption of impounded vehicles.

Vehicles impounded pursuant to this Chapter shall be redeemed only under the following circumstances, and pursuant to agreement between the City and the King County Sheriff's Office:

A. Only the registered owner, a person authorized by the registered owner, or one who has purchased the vehicle from the registered owner, who produces ownership or authorization and signs a receipt therefor, may redeem an impounded vehicle. A person redeeming a vehicle impounded pursuant to this Chapter must, prior to redemption, establish that he or she has a valid driver's license and insurance.

B. Any person so redeeming a vehicle impounded under this Chapter shall pay the tow truck operator for costs of impoundment (removal, towing, and storage) and the administrative fee prior to redeeming such vehicle. The tow truck operator shall accept payment as provided in RCW 46.55.120(1)(e), as now or hereafter amended. If the vehicle was impounded pursuant to this Chapter and was being operated by the registered owner when it was impounded, it may not be released to any person until all penalties, fines, or forfeitures owed by the registered owner have been satisfied. A vehicle impounded pursuant to this Chapter can be released only pursuant to written order from the King County Sheriff's Office or a court.

C. The King County Sheriff's Office shall assign an administrative hearings officer(s) to conduct post-impoundment hearings pursuant to this Chapter. Any person seeking to redeem a vehicle impounded pursuant to this Chapter has a right to a hearing before an administrative hearings officer to contest the validity of an impoundment or the amount of removal, towing and storage charges or administrative fee. Any request for a hearing shall be made in writing, on a form provided by the King County Sheriff's Office and signed by such person, and received by the King County Sheriff's Office within ten (10) days (including Saturdays, Sundays and holidays) of the latter of the date the notice of right of redemption and opportunity for hearing was mailed to the person or the date the notice was given to the person by the tow truck operator. Such hearing shall be provided as follows:

1. If all of the requirements to redeem the vehicle, including expiration of any period of impoundment under 9.25.020 SMC have been satisfied, then the impounded vehicle shall be released immediately and a hearing shall be held within ninety (90) days of the written request for hearing.

2. If all of the requirements to redeem the vehicle, including expiration of any period of impoundment under 9.25.020 SMC, have not been satisfied, then the impounded vehicle shall not be released until after the hearing which shall be held within two (2) business days (excluding Saturdays, Sundays, and holidays) of the written request for hearing.

3. Any person seeking a hearing who has failed to request such hearing within the time specified in this Section may petition the King County Sheriff's Office for an extension to file a request for hearing. Such extension shall only be granted upon the demonstration of good cause as to the reason(s) the request for hearing was not timely filed. For the purpose of this section, good cause shall be defined as circumstances beyond the control of the person seeking the hearing that prevented such person from filing a timely request for hearing. In the event such extension is granted, the person receiving such extension shall be granted a hearing in accordance with this Chapter.

4. If a person fails to file a timely request for hearing and no extension to file such a request has been granted, the right to a hearing is waived, the impoundment and the associated costs of impoundment are deemed to be proper, and neither the City or County shall be liable for removal, towing and storage charges arising from the impoundment.

D. The SeaTac Police Chief, or designee, is authorized to release a vehicle impounded pursuant to this Chapter prior to the expiration of any period of impoundment upon petition of the spouse or domestic partner of the registered owner of the vehicle, based on economic or personal hardship to such spouse or domestic partner resulting from the unavailability of the vehicle and after consideration of the threat to

public safety that may result from the release of the vehicle, including, but not limited to, the driver's criminal history, driving record, license status and access to the vehicle. If such release is authorized, the person redeeming the vehicle must satisfy the requirements of Section 9.30.040 SMC, Subsections A and B, with the exception of payment of the penalties, fines, or forfeitures owed by the driver, and with the exception of the administrative fee.

E. The SeaTac Police Chief, or designee, is authorized to release a vehicle impounded pursuant to this Chapter prior to the expiration of any period of impoundment upon the petition of the registered owner of the vehicle based upon economic or personal hardship or equity, provided the registered owner was not the operator of the vehicle at the time of the impound. If such release is authorized, the registered owner must satisfy the requirements of 9.25.020 SMC, Subsections A and B, with the exception of the administrative fee, in order to redeem the vehicle.

9.25.060 Post-impoundment hearing procedure.

Hearings requested pursuant to Section 9.25.050 shall be held by an administrative hearings officer who shall determine whether the impoundment was proper and whether the associated towing and storage and administrative fees charged were proper.

A. At the hearing, the King County Sheriff's Office may produce any relevant evidence to show that either the impound or fees, or both, were proper. An abstract of the driver's driving record is admissible without further evidentiary foundation and is prima facie evidence of the status of the driver's license, permit or privilege to drive and that the driver was convicted of each offense shown on the abstract. In addition, a certified vehicle registration of the impounded vehicle is admissible without further evidentiary foundation and is prima facie evidence of the identity of the registered owner of the vehicle.

B. At the hearing, the person who requested the hearing may produce any relevant evidence to show that either the impound or fees or both were not proper.

C. If the impoundment is found to be proper, the administrative hearings officer shall enter an order so stating. In the event that the costs of impoundment (removal, towing, storage, and administrative fees) have not been paid or any other applicable requirements of Section 9.25.050(A)(B) satisfied, or any period of impoundment has not expired, the administrative hearings officer's order shall also provide that the impounded vehicle shall be released only after payment of any fines imposed on any underlying traffic violations.

D. If the impoundment is found to be improper, the administrative hearings officer shall enter an order so stating and order the immediate release of the vehicle. If the costs of impoundment have already been paid, the administrative hearings officer shall enter judgment against the County and in favor of the person who has paid the costs of impoundment in the amount of the costs of the impoundment, which are removal, towing, storage and administrative fees, plus interest at the rate of twelve percent per year from the date that person paid the costs, and the County shall comply with the order. If the costs of impoundment, which are removal, towing and storage, have not been paid, the hearings officer shall enter an order directing the County to pay the costs to the tow truck operator, and the County shall comply with the order. The County and City are not liable for damages if the police officer who ordered the impound relied in good faith and without gross negligence, on the records of the Department of Licensing in ascertaining whether the operator of the vehicle had a suspended or revoked driver's license.

E. In the event that the administrative hearings officer finds that the impound was proper, but that the removal, towing or storage fees charged for the impoundment were improper, the administrative hearings officer shall determine the correct fees to be charged. If the costs of impoundment have been paid, the administrative hearings officer shall enter a judgment against the County and in favor of the person who has paid the costs of impoundment for the amount of the overpayment plus interest at the rate of twelve percent per year on the overpayment from the date that person paid the costs, and the County shall comply with the order. The tow truck operator is liable to the County for the amount of the overpayment and

interest at the rate of twelve percent per year. The tow truck operator shall make the payment to the County no later than sixty days after the tow truck operator receives notice of the requirement to pay. The County may bring an action in the King County District Court against the tow truck operator to recover the overpayment plus interest at the rate of twelve percent per year.

F. No determination of facts made at a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution and shall not preclude litigation of those same facts in a subsequent criminal prosecution.

G. An appeal of the administrative hearings officer's decision shall be conducted according to, and is subject to the procedures of this section. In accordance with RCW 46.55.240(1)(d), a decision made by an administrative hearings officer may be appealed to the King County District Court for final judgment. The hearing on the appeal under this subsection shall be de novo. A person appealing such a decision must file a request for an appeal in district court within fifteen (15) days after the decision of the administrative hearings officer and must pay a filing fee in the same amount required for the filing of a suit in district court. If a person fails to file a request for an appeal within the time specified by this section or does not pay the filing fee, the right to an appeal is waived and the administrative hearings officer's decision is final.

9.25.070 Contracts for towing and storage.

The King County Sheriff's Office, and the City Manager and/or designees are authorized and directed to enter into appropriate agreements and to promulgate rules and regulations to provide for the fair and efficient administration of any contract(s) awarded to registered tow truck operators pursuant to this chapter. Such contracts shall be at no cost to the County and the City and shall provide that the tow truck operator may recover the costs of towing and storage only from the person seeking to redeem the impounded vehicle, or from the proceeds of sale of an unclaimed vehicle pursuant to RCW 46.55.130, and that the County and City shall not be responsible for payment of such costs except upon order of the administrative hearing officer pursuant to SMC 9.25.060.

9.25.080 Severability.

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

Section 2. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 22nd day of February, 2000, and signed in authentication thereof on this 22nd day of February, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 3/23/00]

ORDINANCE NO. 00-1009

AN ORDINANCE of the City Council of the City of SeaTac, Washington approving a second amendment to Ordinance No. 99-1019 to include the inadvertently omitted parts of the legal description of the strip take on Parcel 141 (Port of Seattle); and declaring an emergency.

WHEREAS, the City Council previously adopted Ordinance No. 99-1019 which declared public use and necessity for land and property to be condemned as required for the 28th/24th Avenue South Arterial Project; and

WHEREAS, Ordinance No. 99-1019 included a map of the parcels subject to eminent domain and legal descriptions of those parcels as well as legal descriptions of the property to be acquired or to be subject to easements for this project; and

WHEREAS, Parcel 141 was included in the Ordinance, but the legal description of the strip take inadvertently omitted parts of the description included within Exhibit "B" adopted by reference at Section 1 of the Ordinance; and

WHEREAS, the complete legal description of the strip take of Parcel 141 (Port of Seattle) is needed to ensure accuracy in acquiring the necessary property rights in order to construct these improvements; and

WHEREAS, negotiations with the owner for purchase of the necessary property interests have not, to date, been successful and, in order to ensure that the project and construction schedule be maintained, it is mandatory that a condemnation proceeding be filed as soon as possible for the protection of public safety and public property, which constitutes the within as a public emergency ordinance;

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

Section 1. Section 1 of Ordinance No. 99-1019 and incorporated Exhibits "A" and "B", are hereby amended to read as follows:

> Acquisition of the properties generally located on the drawing attached as Exhibit "A", and legally described on Amended Exhibit "B", which are incorporated herein by this reference, is necessary to the public use of the City's 28th/24th Avenue South Arterial Project, being Project No. ST 012.

Section 2. Except for the addition of legal descriptions relating to Parcel 141 on Exhibit "B" as effected herein, all provisions of Ordinance No. 99-1019 are ratified and confirmed.

Section 3. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 4. As found in the foregoing recitals to this Ordinance, the addition of omitted parts of the strip take legal description of Parcel 141 and the legal description of the necessary condemnation to Exhibit "B" to Ordinance No. 99-1019 are essential to the public interest, safety, and property and, therefore, this Ordinance shall be in full force and effect upon its adoption by a majority plus one of the whole membership of the City Council.

ADOPTED this 22nd day of February, 2000, and signed in authentication thereof on this 22nd day of February, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 2/22/00]

ORDINANCE NO. 00-1010____

An ORDINANCE of the City Council of the City of SeaTac, Washington, approving the amendment of portions of the City of SeaTac Zoning Map regarding Westside properties, subject to certain conditions and procedures.

WHEREAS, the Port of Seattle ("Port") is a municipal corporation that owns and operates Seattle-Tacoma International Airport ("Airport"), which is substantially located within City limits; and

WHEREAS, the Port of Seattle adopted a Master Plan update including a third Airport runway on August 1, 1996 by Resolution 3212 (as amended) ("Port Master Plan") to implement the region's Metropolitan Transportation Plan (MTP); and

WHEREAS, the third runway at the Seattle-Tacoma International Airport has been incorporated into the MTP adopted by the Puget Sound Regional Council; and

WHEREAS, Ordinance No. 97-1025, adopted December 9, 1997, amends the City of SeaTac Comprehensive Plan, pursuant to the requirements of the Washington State Growth Management Act, to be consistent with the region's Metropolitan Transportation Plan ("MTP"); and

WHEREAS, concurrent with adoption of this Ordinance, the City Council has amended portions of the City of SeaTac Zoning Map to be consistent with the Comprehensive Plan for specified properties owned by the Port of Seattle; and

WHEREAS, the Port of Seattle has proposed to acquirebeen acquiring certain residential and commercial properties for aviation uses and associated construction mitigation, as set forth in the Port adopted Master Plan; and

WHEREAS, it is desirable that such properties remain zoned for their current use and be subject to the current City zoning regulations and administration, until such time as these properties are acquired by the Port of Seattle for the above stated uses; and

WHEREAS, it is desirable for the health and safety of remaining residents on the Westside that conversion to Aviation Operations and Aviation Commercial zoning, and the commencement of associated construction activities, occur in cohesive blocks; and

WHEREAS, the environmental impacts of the proposed amendments have been assessed in the Final Supplemental Environmental Impact Statement for the City Of SeaTac Comprehensive Plan Amendments and Zoning Changes published November 26, 1997; and

WHEREAS, the public, property owners, and adjacent property owners have beenwere notified of the proposed change of zoning; and

WHEREAS, testimony was given at a public hearing to consider proposed amendments to the Zoning Code, and that such testimony included favor for the zoning conversion of privately owned properties to public airport uses only after purchase by the Port of Seattle; and

WHEREAS, Ordinance No. 98-1002, adopted January 13, 1998 adopted conditions and procedures affecting the reclassification of properties to Aviation Commercial and Aviation Operations zones; and

WHEREAS, Ordinance No. 99-1047, adopted December 14, 1999 adopted amendments to the City Comprehensive Plan depicting the land use classification and potential zoning of properties that are owned or to be owned by the Port; and

WHEREAS, the City and Port mutually agree that an amendment to the depiction of properties on Exhibit A and

Exhibit B subject to the adopted conditions and procedures and the Port's is necessary to accommodate the Port's SR 509 Temporary Interchange and Year 2000 Embankment activities; and

hown on Exhibit C is necessary; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures, shown on Exhibit C, affecting the reclassification of properties is necessary; and

WHEREAS, the Port's commitment to implement all of the "Pproposed ""Measures to Buffer Residents from Construction Activities for the Temporary Interchange and Year 2000 Runway Embankment" contained in Exhibit D__ is deemed necessary to ensure the public's health, safety and welfare, and shall be incorporated into the City's conditions and procedures.

reflect amendments to the City Comprehensive Plan regarding the depiction of properties that are owned or to be owned by the Port as amended; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures affecting the reclassification of properties shown on Exhibit C is necessary;

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

Section 1. The Properties depicted on Exhibit B be reclassified to Aviation Commercial and Aviation Operations zones in accordance with Exhibit A, according to the conditions and procedures set forth in Exhibits C and the measures set forth in Exhibit D.

Section 2. A copy of this Ordinance shall be transmitted to the Department of Community, Trade and Economic Development pursuant to RCW 36.70A.106(3).

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this __7th____ day of _____March 2000 and signed in authentication thereof this _____7th day of March_____ 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

City Attorney

ORDINANCE NO. 00-1010

[Effective: 04/06/00]

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ORDINANCE NO. 00-1011

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending the 1999 Annual City Budget in regard to Special Legal Services.

WHEREAS, the City has incurred significant Special Legal Services rendered by outside law firms in 1999 due to a number of unanticipated legal matters and unanticipated total costs; and

WHEREAS, these facts necessitate an amendment to the 1999 Annual City Budget to provide for the overage expenditure of $9,002.64, rounded to $9,003.00; and

WHEREAS, unused funds exist within the Nondepartmental Operating Rentals and Leases appropriation to cover the aforesaid additional expenditures;

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

Section 1. The 1999 Annual City Budget shall be amended to increase the General Fund 1999 Budget by the sum of $9,003.00 for Special Legal Services (BARS 001.000.06.515.20.41.022).

Section 2. The 1999 Annual City Budget shall also be amended to transfer the said sum of $9,003.00 to the aforesaid BARS line item from the Nondepartmental Operating Rentals and Leases (BARS 001.000.99.519.90.45.000).

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

ADOPTED this 7th day of March, 2000, and signed in authentication thereof on this 7th day of March, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 03/15/00]

ORDINANCE NO. 00-1012

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 1999 Annual City Budget for the Equipment Rental Fund.

WHEREAS, the City Council has reviewed Agenda Bill #1825 submitted by the Public Works Department, which details the reasons for actual expenditures exceeding the existing budgetary appropriation for the Equipment Rental Fund for 1999; and

WHEREAS, the expenditures require additional appropriation authority;

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

Section 1. The 1999 Annual City Budget shall be amended to increase Equipment Rental Fund expenditures by $8,800 (BARS 501.000.20.548.65.31.007-$2,600; BARS 501.000.20.548.65.48.049 -$6,200).

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

ADOPTED this 28th day of March, 2000, and signed in authentication thereof on this the 28th day of March, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 04/05/00]

ORDINANCE NO. 00-1013____

An ORDINANCE of the City Council of the City of SeaTac, Washington, approving the amendment of portions of the City of SeaTac Zoning Map regarding Westside properties, subject to certain conditions and procedures.

WHEREAS, the Port of Seattle ("Port") is a municipal corporation that owns and operates Seattle-Tacoma International Airport ("Airport"), which is substantially located within City limits; and

WHEREAS, the Port of Seattle adopted a Master Plan update including a third Airport runway on August 1, 1996 by Resolution 3212 (as amended) ("Port Master Plan") to implement the region's Metropolitan Transportation Plan (MTP); and

WHEREAS, the third runway at the Seattle-Tacoma International Airport has been incorporated into the MTP adopted by the Puget Sound Regional Council; and

WHEREAS, Ordinance No. 97-1025, adopted December 9, 1997, amends the City of SeaTac Comprehensive Plan, pursuant to the requirements of the Washington State Growth Management Act, to be consistent with the region's Metropolitan Transportation Plan ("MTP"); and

WHEREAS, concurrent with adoption of this Ordinance, the City Council has amended portions of the City of SeaTac Zoning Map to be consistent with the Comprehensive Plan for specified properties owned by the Port of Seattle; and

WHEREAS, the Port of Seattle has proposed to acquirebeen acquiring certain residential and commercial properties for aviation uses and associated construction mitigation, as set forth in the Port adopted Master Plan; and

WHEREAS, it is desirable that such properties remain zoned for their current use and be subject to the current City zoning regulations and administration, until such time as these properties are acquired by the Port of Seattle for the above stated uses; and

WHEREAS, it is desirable for the health and safety of remaining residents on the Westside that conversion to Aviation Operations and Aviation Commercial zoning, and the commencement of associated construction activities, occur in cohesive blocks; and

WHEREAS, the environmental impacts of the proposed amendments have been assessed in the Final Supplemental Environmental Impact Statement for the City Of SeaTac Comprehensive Plan Amendments and Zoning Changes published November 26, 1997; and

WHEREAS, the public, property owners, and adjacent property owners have beenwere notified of the proposed change of zoning; and

WHEREAS, testimony was given at a public hearing to consider proposed amendments to the Zoning Code, and that such testimony included favor for the zoning conversion of privately owned properties to public airport uses only after purchase by the Port of Seattle; and

WHEREAS, Ordinance No. 98-1002, adopted January 13, 1998 adopted conditions and procedures affecting the reclassification of properties to Aviation Commercial and Aviation Operations zones; and

WHEREAS, Ordinance No. 99-1047, adopted December 14, 1999 adopted amendments to the City Comprehensive Plan depicting the land use classification and potential zoning of properties that are owned or to be owned by the Port; and

WHEREAS, the City and Port mutually agree that an amendment to the depiction of properties on Exhibit A and

Exhibit B subject to the adopted conditions and procedures and the Port's is necessary to accommodate the Port's SR 509 Temporary Interchange and Year 2000 Embankment activities; and

hown on Exhibit C is necessary; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures, shown on Exhibit C, affecting the reclassification of properties is necessary; and

WHEREAS, the Port's commitment to implement all of the "Pproposed ""Measures to Buffer Residents from Construction Activities for the Temporary Interchange and Year 2000 Runway Embankment" contained in Exhibit D__ is deemed necessary to ensure the public's health, safety and welfare, and shall be incorporated into the City's conditions and procedures.

reflect amendments to the City Comprehensive Plan regarding the depiction of properties that are owned or to be owned by the Port as amended; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures affecting the reclassification of properties shown on Exhibit C is necessary;

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

Section 1. The Properties depicted on Exhibit B be reclassified to Aviation Commercial and Aviation Operations zones in accordance with Exhibit A, according to the conditions and procedures set forth in Exhibits C and the measures set forth in Exhibitand D.

Section 2. A copy of this Ordinance shall be transmitted to the Department of Community, Trade and Economic Development pursuant to RCW 36.70A.106(3).

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 28th_____ day of March_____, 2000 and signed in authentication thereof this 28th_____ day of _____March, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

City Attorney

Effective Date: [April 27, 2000]

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ORDINANCE NO. ___00-1014

An ORDINANCE of the City Council of the City of SeaTac, Washington, approving the amendment of portions of the City of SeaTac Zoning Map regarding Westside properties, subject to certain conditions and procedures.

WHEREAS, the Port of Seattle ("Port") is a municipal corporation that owns and operates Seattle-Tacoma International Airport ("Airport"), which is substantially located within City limits; and

WHEREAS, the Port of Seattle adopted a Master Plan update including a third Airport runway on August 1, 1996 by Resolution 3212 (as amended) ("Port Master Plan") to implement the region's Metropolitan Transportation Plan (MTP); and

WHEREAS, the third runway at the Seattle-Tacoma International Airport has been incorporated into the MTP adopted by the Puget Sound Regional Council; and

WHEREAS, Ordinance No. 97-1025, adopted December 9, 1997, amends the City of SeaTac Comprehensive Plan, pursuant to the requirements of the Washington State Growth Management Act, to be consistent with the region's Metropolitan Transportation Plan ("MTP"); and

WHEREAS, concurrent with adoption of this Ordinance, the City Council has amended portions of the City of SeaTac Zoning Map to be consistent with the Comprehensive Plan for specified properties owned by the Port of Seattle; and

WHEREAS, the Port of Seattle has proposed to acquirebeen acquiring certain residential and commercial properties for aviation uses and associated construction mitigation, as set forth in the Port adopted Master Plan; and

WHEREAS, it is desirable that such properties remain zoned for their current use and be subject to the current City zoning regulations and administration, until such time as these properties are acquired by the Port of Seattle for the above stated uses; and

WHEREAS, it is desirable for the health and safety of remaining residents on the Westside that conversion to Aviation Operations and Aviation Commercial zoning, and the commencement of associated construction activities, occur in cohesive blocks; and

WHEREAS, the environmental impacts of the proposed amendments have been assessed in the Final Supplemental Environmental Impact Statement for the City Of SeaTac Comprehensive Plan Amendments and Zoning Changes published November 26, 1997; and

WHEREAS, the public, property owners, and adjacent property owners have beenwere notified of the proposed change of zoning; and

WHEREAS, testimony was given at a public hearing to consider proposed amendments to the Zoning Code, and that such testimony included favor for the zoning conversion of privately owned properties to public airport uses only after purchase by the Port of Seattle; and

WHEREAS, Ordinance No. 98-1002, adopted January 13, 1998 adopted conditions and procedures affecting the reclassification of properties to Aviation Commercial and Aviation Operations zones; and

WHEREAS, Ordinance No. 99-1047, adopted December 14, 1999 adopted amendments to the City Comprehensive Plan depicting the land use classification and potential zoning of properties that are owned or to be owned by the Port; and

WHEREAS, the City and Port mutually agree that an amendment to the depiction of properties on Exhibit A and

Exhibit B subject to the adopted conditions and procedures and the Port's is necessary to accommodate the Port's SR 509 Temporary Interchange and Year 2000 EmbankmentConstruction Office activities; and

hown on Exhibit C is necessary; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures, shown on Exhibit C, affecting the reclassification of properties is necessary; and

WHEREAS, the Port's commitment to implement all of the "Pproposed ""Measures to Buffer Residents from Construction Activities for the Temporary Interchange, and Year 2000 Runway Embankment and Construction Office" contained in Exhibit D__ is deemed necessary to ensure the public's health, safety and welfare, and shall be incorporated into the City's conditions and procedures.

reflect amendments to the City Comprehensive Plan regarding the depiction of properties that are owned or to be owned by the Port as amended; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures affecting the reclassification of properties shown on Exhibit C is necessary;

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

Section 1. The Properties depicted on Exhibit B be reclassified to Aviation Commercial and Aviation Operations zones in accordance with Exhibit A, according to the conditions and procedures set forth in Exhibits C and the measures set forth in Exhibitand D.

Section 2. A copy of this Ordinance shall be transmitted to the Department of Community, Trade and Economic Development pursuant to RCW 36.70A.106(3).

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 11th_____ day of _____April__ 2000 and signed in authentication thereof this _____11th day of April_____ 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective Date: 05/11/00]

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ORDINANCE NO. 00-1015

AN ORDINANCE of the City Council of the City of SeaTac, Washington making technical amendments to the Surface and Storm Water Management Program of Chapter 12.10 of the SeaTac Municipal Code.

WHEREAS, the State Department of Ecology previously established strict guidelines to eliminate pollutant discharges; and

WHEREAS, at that time, the City's surface and storm water management requirements were insufficient to meet the new standards; and

WHEREAS, King County had adopted very comprehensive revisions to its Surface Water Design Manual to meet the Department of Ecology Standards; and

WHEREAS, the City Council then enacted Ordinance No. 98-1054 which adopted by reference the up-dated King County Surface Water Design Manual and repealed SMC 12.10.030 through 12.10.070 by reason that the provisions thereof were included within the Surface Water Design Manual, or were not in compliance with the new standards; and

WHEREAS, references to the repealed Sections were inadvertently not eliminated from other Sections of Chapter 12.10 of the Municipal Code; and

WHEREAS, the Council deems it appropriate to substitute references to the Surface Water Design Manual in place of references to repealed Sections of the Municipal Code;

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

Section 1. Section 12.10.100 of the SeaTac Municipal Code is hereby amended to read as follows:

12.10.100 Procedures and conditions related to construction timing and final approval.

A. No work related to permanent or temporary storm drainage control shall proceed without the approval of the City Manager, or designee.

B. Erosion/sedimentation control measures associated with both the interim and permanent drainage ~~systems~~ facilities shall be:

1. Constructed in accordance with the approved plan prior to any grading or land clearing other than that associated with the erosion/sedimentation control plan;

2. Satisfactorily maintained until all improvements, restoration, ~~and~~ landscaping ~~associated with the permit and/or approval listed in SMC 12.10.030~~ and other requirements of the Surface Water Design Manual are completed and the potential for on-site erosion has passed.

C. Prior to the construction of any improvements and/or buildings on the site, those portions of the drainage facilities necessary to accommodate the control of surface and storm water runoff discharge from the site must be constructed and be in operation.

D. Subdivisions only: Recording may occur prior to the construction of drainage facilities when approved in writing by the City Manager, or designee, but only to minimize impacts that may result from construction during inappropriate times of the year.

Section 2. Section 12.10.120 of the SeaTac Municipal Code is hereby amended to read as follows:

12.10.120 Drainage facilities restoration and site stabilization bond.

Prior to commencing construction, the person required to construct the drainage facility pursuant to ~~SMC 12.10.050 through 12.10.070~~ the Surface Water Design Manual shall post a drainage facilities restoration and site stabilization bond in an amount sufficient to cover the cost of corrective work on or off the site which is necessary to provide adequate drainage, stabilize and restore disturbed areas, and remove sources of hazard associated with work which has been performed and is not completed. After determination by the City Manager, or designee, that all facilities are constructed in compliance with approved plans, the drainage facilities restoration and site stabilization bond shall be released. The City may collect against the drainage facilities restoration and site stabilization bond when work is not completed in reasonable fashion and is found to be in violation of the conditions ~~associated with the permit and/or approval listed in SMC 12.10.030~~ of the Surface Water Design Manual. The City Manager, or designee, shall have discretion to determine whether the site is in violation of the requirements of this chapter, and whether the bond shall be collected to remedy the violation. Prior to final approval and release of the drainage facilities restoration and site stabilization bond, the City Manager, or designee, shall conduct a comprehensive inspection for the purpose of observing that the retention/detention facilities and other drainage facilities have been constructed according to plan, applicable specifications and standards.

Section 3. Section 12.10.150 of the SeaTac Municipal Code is hereby amended to read as follows:

12.10.150 Liability policy.

The person required to construct the facility pursuant to ~~SMC 12.10.050 through 12.10.070~~ the Surface Water Design Manual shall maintain a liability insurance policy in an amount not less than five hundred thousand dollars ($500,000.00) per individual, five hundred thousand dollars ($500,000.00) per occurrence and one hundred thousand dollars ($100,000.00) property damage, which shall name the City as an additional insured, and which shall protect the City from any liability up to those amounts for any accident, negligence, failure of the facility, or any other liability whatsoever, relating to the construction or maintenance of the facility. Proof of said liability policy shall be provided to the Public Works Director prior to commencing construction of any drainage facility, provided that in the case of facilities assumed by the City for maintenance, pursuant to SMC 12.10.160, the said liability policy shall be terminated when the City actually assumes maintenance responsibility.

Section 4. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 11th day of April, 2000, and signed in authentication thereof on this 11th day of April, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 5/11/00]

ORDINANCE NO. 00-1016

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to include 1999 Carryover Items.

WHEREAS, certain expenditures were included in the 1999 Annual City Budget which were not initiated or completed during the 1999 fiscal year; and

WHEREAS, City staff recommend that these expenditures be made in 2000;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the total General Fund revenues by $53,163 and General Fund expenditures by $160,585.

Section 2. The 2000 Annual City Budget shall be amended to increase the total Transit Planning Fund expenditures by $95,569.

Section 3. The 2000 Annual City Budget shall be amended to increase the total Port of Seattle ILA Fund expenditures by $28,000.

Section 4. The 2000 Annual City Budget shall be amended to increase the total Hotel/Motel Tax Fund expenditures by $49,985.

Section 5. The 2000 Annual City Budget shall be amended to increase the total LTGO Bond Debt Service Fund expenditures by $3,750.

Section 6. The 2000 Annual City Budget shall be amended to increase the total Transportation Bond Debt Service Fund expenditures by $3,750.

Section 7. The 2000 Annual City Budget shall be amended to increase the total SWM Utility Fund expenditures by $3,750.

Section 8. The 2000 Annual City Budget shall be amended to increase the total SWM Construction Fund expenditures by $21,984.

Section 9. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 11th day of April, 2000, and signed in authentication thereof on this 11th day of April, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 4/19/00]

ORDINANCE NO. 00-1017

AN ORDINANCE amending the 457 Deferred Compensation Plan vesting schedule of Subsection 2(B) of Ordinance No. 94-1004.

WHEREAS, the City Council has previously adopted Ordinance No. 94-1004 identifying the Fair Labor Standards Act as controlling the application of hours worked and compensation at time and a half for overtime pay and compensatory time accrual, adding management time, partial matching contributions to a 457 deferred compensation plan, and vision and orthodontia benefits for certain employees exempt from the Fair Labor Standards Act; and

WHEREAS, Subsection 2(B) of Ordinance No. 94-1004 sets a five-year vesting schedule for partial matching deferred compensation contributions made by the City; and

WHEREAS, the City's 457 deferred compensation plan administrator, the ICMA Retirement Corporation, does not recognize vesting provisions of such plans, which requires the City to maintain separate account records, by participating employee, tracking the vested and non-vested portions of the City's contributions; and

WHEREAS, the vesting provisions also result in a tax reporting adjustment for the year in which five years of participation is reached by an employee, which causes an increase in the employee's tax liability and may prevent the employee from obtaining the maximum employer contribution in that year;

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

Section 1. Subsection 2(B) of Ordinance No. 94-1004 is hereby amended to read as follows:

B. PARTIAL MATCHING DEFERRED COMPENSATION CONTRIBUTIONS

Participating FLSA-exempt non-overtime compensated employees of the City shall be eligible to receive partial matching deferred compensation contributions made by the City, as follows:

The City shall make contributions to the deferred compensation accounts of participating FLSA-exempt non-overtime compensated employees in an amount equal to forty percent (40%) of the deferred compensation contributions made by the employee ~~after the date hereof~~, up to a total City contribution of two percent (2%) of the employee's gross income in any calendar year.~~; Provided that the City contributions would vest in and become the property of the employee as follows:~~

~~At the completion of the first year of participation in the matching contribution program, 20%.~~

~~At the completion of the second year of participation in the matching contribution program, 40%.~~

~~At the completion of the third year of participation in the matching contribution program; 60%.~~

~~At the completion of the fourth year of participation in the matching contribution program; 80%.~~

~~At the completion of the fifth year of participation in the matching contribution program; 100%.~~

~~Upon the resignation or termination of a City employee, any contributions made by the City which have not vested shall revert to the City and be the property of the City; Provided, however, that in the case of retirement of a participating employee, and in the case of the lay-off of an employee as the result of a reduction in force of City employees, the City contributions would be fully vested (100%) in the participating employee, regardless of the number of years that the employee participated in the program.~~

The City Manager shall not be allowed to participate in a Partial Matching Deferred Compensation Contributions program unless the City Manager's participation is authorized and agreed to by the City Council.

Section 2. This Ordinance shall not be codified within the SeaTac Municipal Code.

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

ADOPTED this 25th day of April, 2000, and signed into authentication thereof on this 25th day of April, 2000.

CITY OF SEATAC

_____
Shirley Thompson, Mayor

ATTEST:

_____
Judith Cary, City Clerk

Approved as to Form:

_____
Robert McAdams, City Attorney

[Effective Date: 05/03/00]

ORDINANCE NO. 00-1018

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding for plan review consulting services.

WHEREAS, the City Council has reviewed Agenda Bill #1849 submitted by the Public Works Department and has authorized the hiring of a consultant to perform plan review services, including the Port of Seattle's South Terminal Expansion Project; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the General Fund expenditures by $130,000 (BARS 001.000.11.559.60.41.086).

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

ADOPTED this 9th day of May, 2000, and signed in authentication thereof on this the 9th day of May, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 05/17/00]

ORDINANCE NO. 00-1019

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding for Trans Valley Study.

WHEREAS, the City Council has reviewed Agenda Bill #1853 submitted by the Public Works Department and has authorized an interlocal agreement with King County, Kent, Renton and Tukwila for the Trans Valley Study; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase Arterial Street Fund expenditures by $13,000 (BARS 102.000.15.597.25.00.000).

Section 2. The 2000 Annual City Budget shall be amended to increase the Transportation CIP Fund revenues and expenditures by $13,000 (BARS 307.397.25.00.000 and BARS expenditure account to be determined).

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

ADOPTED this 23rd day of May, 2000, and signed in authentication thereof on this the 23rd day of May, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 05/31/00]

ORDINANCE NO. 00-1020

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding for police services contract.

WHEREAS, the City Council has reviewed Agenda Bill #1798 submitted by the City Manager's Office and has authorized the City Manager to enter into a Police Services contract with King County; and

WHEREAS, this Council action requires an amendment to the City's Annual Budget;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the General Fund expenditures by $16,155 (BARS 001.000.08.521.20.51.006) and to decrease the General Fund expenditures by $41,000 (BARS 001.000.99.519.90.41.000).

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

ADOPTED this 23rd day of May, 2000, and signed in authentication thereof on this the 23rd day of May, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 5/31/00]

ORDINANCE NO. 00-1021

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to appropriate Hotel-Motel Tax revenues for support of the Tyee High School Academy of Travel and Tourism.

WHEREAS, the City Council has reviewed Agenda Bill #1829 submitted by the City Manager's Office and authorized the expenditure of up to $50,000 in support of the Tyee High School Academy of Travel and Tourism; and

WHEREAS, this expenditure requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase Hotel-Motel Tax Fund expenditures by $50,000 (BARS 107.000.24.557.30.52.001).

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

ADOPTED this 23rd day of May, 2000, and signed in authentication thereof on this 23rd day of May, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 05/31/00]

ORDINANCE NO. 00-1022____

An ORDINANCE of the City Council of the City of SeaTac, Washington, effecting technical corrections to Ordinance 00-1013 by adopting a corrected Exhibit A Zoning Mapapproving the amendment of portions of the City of SeaTac Zoning Map regarding Westside properties, subject to certain conditions and procedures.

WHEREAS, the Port of Seattle ("Port") is a municipal corporation that owns and operates Seattle-Tacoma International Airport ("Airport"), which is substantially located within City limits; and

WHEREAS, the Port of Seattle adopted a Master Plan update including a third Airport runway on August 1, 1996 by Resolution 3212 (as amended) ("Port Master Plan") to implement the region's Metropolitan Transportation Plan (MTP); and

WHEREAS, the third runway at the Seattle-Tacoma International Airport has been incorporated into the MTP adopted by the Puget Sound Regional Council; and

WHEREAS, Ordinance No. 97-1025, adopted December 9, 1997, amends the City of SeaTac Comprehensive Plan, pursuant to the requirements of the Washington State Growth Management Act, to be consistent with the region's Metropolitan Transportation Plan ("MTP"); and

WHEREAS, concurrent with adoption of this Ordinance, the City Council has amended portions of the City of SeaTac Zoning Map to be consistent with the Comprehensive Plan for specified properties owned by the Port of Seattle; and

WHEREAS, the Port of Seattle has proposed to acquirebeen acquiring certain residential and commercial properties for aviation uses and associated construction mitigation, as set forth in the Port adopted Master Plan; and

WHEREAS, it is desirable that such properties remain zoned for their current use and be subject to the current City zoning regulations and administration, until such time as these properties are acquired by the Port of Seattle for the above stated uses; and

WHEREAS, it is desirable for the health and safety of remaining residents on the Westside that conversion to Aviation Operations and Aviation Commercial zoning, and the commencement of associated construction activities, occur in cohesive blocks; and

WHEREAS, the environmental impacts of the proposed amendments have been assessed in the Final Supplemental Environmental Impact Statement for the City Of SeaTac Comprehensive Plan Amendments and Zoning Changes published November 26, 1997; and

WHEREAS, the public, property owners, and adjacent property owners have beenwere notified of the proposed change of zoning; and

WHEREAS, testimony was given at a public hearing to consider proposed amendments to the Zoning Code, and that such testimony included favor for the zoning conversion of privately owned properties to public airport uses only after purchase by the Port of Seattle; and

WHEREAS, Ordinance No. 98-1002, adopted January 13, 1998 adopted conditions and procedures affecting the reclassification of properties to Aviation Commercial and Aviation Operations zones; and

WHEREAS, Ordinance No. 99-1047, adopted December 14, 1999 adopted amendments to the City Comprehensive Plan depicting the land use classification and potential zoning of properties that are owned or to be owned by the Port; and

WHEREAS, the City and Port mutually agree that an amendment to the depiction of properties on Exhibit A and Exhibit B subject to the adopted conditions and procedures and the Port's is necessary to accommodate the Port's SR 509 Temporary Interchange and Year 2000 EmbankmentConstruction Office activities; and

hown on Exhibit C is necessary; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures, shown on Exhibit C, affecting the reclassification of properties is necessary; and

WHEREAS, the Port's commitment to implement all of the "Pproposed ""Measures to Buffer Residents from Construction Activities for the Temporary Interchange, and Year 2000 Runway Embankment and Construction Office" contained in Exhibit D__ is deemed necessary to ensure the public's health, safety and welfare, and shall be incorporated into the City's conditions and proceduresthe City Council adopted Ordinance No. 00-1013, on March 28, 2000 which included a Zoning Map as Exhibit A of the said Ordinance; and

WHEREAS, said Exhibit A contained technical errors that would, if uncorrected, change the effect of the Ordinance to be inconsistent with the City's comprehensive plan and associated documents; and

Whereas, the corrections to said Exhibit A are technical in nature, are fully consistent with the purpose and intent of the said Ordinance, and have already thus been subject to public notice, environmental review, and a public hearing;.

reflect amendments to the City Comprehensive Plan regarding the depiction of properties that are owned or to be owned by the Port as amended; and

WHEREAS, the City and Port mutually agree that an amendment to the conditions and procedures affecting the reclassification of properties shown on Exhibit C is necessary;

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

Section 1. The Properties depicted on Exhibit B be reclassified to Aviation Commercial and Aviation Operations zones in accordance with Exhibit A of Ordinance No. 00-1013 is hereby corrected as shown in Exhibit A of this Ordinance, according to the conditions and procedures set forth in Exhibits C and the measures set forth in Exhibitand D, which is adopted in place thereof..

Section 2. A copy of this Ordinance shall be transmitted to the Department of Community, Trade and Economic Development pursuant to RCW 36.70A.106(3).

Section 3. This Ordinance shall be in full force and effect thirty days thirty (30) days after passage.

ADOPTED this _____13th day of _____June 2000 and signed in authentication thereof this _____13th day of _____June 2000.

CITY OF SEATAC

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Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

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Robert L. McAdams, City Attorney

[Effective Date: July 13, 2000]

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ORDINANCE NO. 00-1023

AN ORDINANCE of the City Council of the City of SeaTac, Washington vacating certain streets and rights-of-way abutted on both sides by Port of Seattle property.

WHEREAS, the Port of Seattle has previously requested vacation of certain City rights-of-way within territory which has been acquired by the Port for Sea-Tac International Airport purposes; and

WHEREAS, Article 9 of Exhibit C to the Interlocal Agreement between the City and the Port, entered into on September 4, 1997, provides for vacation of certain enumerated rights-of-way; and

WHEREAS, SMC 11.05.090 adopts the street vacation procedures of Chapter 35.79 RCW and

WHEREAS, RCW 35.79.010 authorizes the City Council to initiate such street vacation procedures by resolution and further requires setting of a public hearing and date for Council action which was, in this case, established by Resolution No. 00-012 fixing the public hearing for June 13, 2000, to be followed by Council action; and

WHEREAS, the requirement of the said resolution for publication of the notice of hearing, which was not accomplished, is hereby waived as being not required by statute or ordinance and, in this case, would serveno purpose; and

WHEREAS, no apparent municipal use of the said rights-of-way continues to exist, except as to certain utility easements, but the Port has reason to convert the rights-of-way to airport related purposes; and

WHEREAS, no objections to vacation were filed by any abutting property owners prior to the hearing, and the Council finds that no person has demonstrated special injury due to substantial impairment of access to such person's property; and

WHEREAS, the Council finds that vacation of the aforesaid rights-of-way, as legally described on Exhibit A and as depicted on the maps marked Exhibit B, to this Ordinance, is in the public interest;

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

Section 1. Vacation of Rights-of-Way. Those rights-of-way and portions of rights-of-way legally described on Exhibit A to this Ordinance, and depicted on the maps marked Exhibit B to this Ordinance, within the City of SeaTac, are hereby vacated, subject to payment pursuant to Section 3, below.

Section 2. Reservation of Easements. Notwithstanding Section 1 of this Ordinance, all existing utility easements located within the rights-of-way of 16th Avenue South, 25th Avenue South, 27th Place South, South 146th Street, South 150th Street and South 152nd Street are reserved until release by the Grantees thereof.

Section 3. Compensation Required. The Port of Seattle, which is the sole abutting landowner on both sides of the aforesaid rights-of-way shall compensate the City in an amount equal to one-half of the appraised value of the total areas so vacated, pursuant to law, which has been determined to be the sum of $2,255,988.00. The said compensation is the sum of $1,127,994.

Section 4. Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 5. Recordation. The City Clerk shall cause a certified copy of this Ordinance to be recorded in the records of the King County Recorder.

Section 6. Effective Date. This Ordinance shall be in full force and effect upon receipt of the compensation required by Section 3 of this Ordinance, but in no event sooner than thirty (30) days after passage.

ADOPTED this 13th day of June, 2000, and signed in authentication thereof on this 13th day of June, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date:]

ORDINANCE NO. 00-1024_

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting unto Williams Communications, Inc., a Delaware Corporation, a nonexclusive franchise to construct, maintain, and operate certain facilities within public right-of-ways and public properties of the City.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate nonexclusive franchises for the use of public streets, right-of-ways, and other public property for public conveyances, for transmission of electrical energy, for transmission of communications, and for gas, steam, fuel, water, and sewer systems; and

WHEREAS, the grant of such franchises requires the approving vote of at least a majority of the entire City Council; and

WHEREAS, the Council finds that the grant of the franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public;

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

The City of SeaTac, a Washington municipal corporation (hereinafter the "City"), hereby grants unto Williams Communications, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "Grantee"), a franchise for a period of fifteen (15) years, beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace, and use all necessary equipment and facilities for Telecommunications Systems, in, under, on, across, over, through, along or below the public right-of-ways and public places located in the City of SeaTac, as approved under City permits issued pursuant to this franchise.

1. Non-Exclusivity. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along or below any right-of-ways, streets, avenues and all other public lands and properties of every type and description. This and other franchises shall, in no way, prevent or prohibit the City from using any of its right-of-ways, roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new right-of-ways, streets, avenues, thoroughfares and other public properties of every type and description.

2. Right-of-Way Permits Required. Whenever Grantee shall excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so, together with detailed plans and specifications showing the position, depth, and location of all such facilities in relation to existing City right-of-ways, roads, streets, or other City property, hereinafter collectively referred to as the "Plans". In no case shall any work commence within any public right-of-way or other public property without a valid permit. The Grantee shall, prior to commencing permitted work, give the City not less than two (2) full working days notice thereof. The facilities shall be installed or constructed in exact conformity with said Plans except in instances in which deviation may be allowed by the City, in writing, in response to written application by Grantee. The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. During the progress of the work, Grantee shall not unnecessarily obstruct the passage or proper use of the right-of-ways. Grantee shall file as-built plans and maps with the City showing the final location of the facilities. All

restoration of right-of-ways, roads, streets and the surface of other public property shall be in conformance with City standards, and conditions of the permit.

3. Emergency Work. In the event of any emergency in which any of Grantee's facilities break, are damaged, or if Grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, Grantee shall immediately inform the City permitting authority of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the City is open for business.

4. Inspections and Fees. All work performed by Grantee shall be subject to inspection by and approval of the City. The Grantee shall reimburse the City for all expenses incurred by the City in the examination, inspection, and approval of Grantee's work. Such reimbursement shall be in addition to any other fees or charges levied by the City.

5. Commencement of Construction, Construction of the facilities contemplated by this franchise shall commence no later than the effective date of this Ordinance, provided that such time limit shall not apply to delays caused by acts of God, strike or other occurrences over which Grantee has no control. No right-of-way use fee shall be imposed at this time. However, at such time as a right-of-way use fee is imposed by City Ordinance, applicable to Grantee, the same will be imposed after sixty (60) days notice from the City to the Grantee.

6. Special Construction Standards. During any period of work relating to Grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public right-of-ways and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property. Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, conditions of permits, and laws and regulations of the State of Washington, specifically including **RCW 39.04.180** for the construction of trench safety systems.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the Grantee; and (2) such joint use shall not adversely affect Grantee's facilities or safety thereof. When deemed appropriate by the City, joint users may be required to contribute to the costs of excavation and filling.

7. Restoration After Construction. Grantee shall, after abandonment approved under Section 10 herein, or any other installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition that the same was in immediately prior to any such work. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the franchise area or other affected area at its sole cost and expense.

8. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining right-of-way, road, street or other public place, or endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary safety precautions; and

Grantee shall be liable to the City for all costs and expenses thereof.

[THE FOLLOWING CHANGES WILL BE MANDATED ON 6/8/00 BY SENATE BILL 6676]

9. Relocation of Facilities. . Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of their facilities required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Grantee's then existing facilities, the City shall:

a) At least sixty (60) days prior to the commencement of such improvement project, provide Grantee with written notice requiring such relocation; and

b) Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

c) After receipt of such notice and such plans and specification, Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the improvement project at least ten (10) days prior to commencement of the project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its facilities as otherwise provided in this Section.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

10. Abandonment of Grantee's Facilities. No facility constructed or owned by Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

11. Grantee's Maps and Records. After construction is complete, and as a condition of this franchise, Grantee shall provide to the City at no cost, a copy of all accurate as-built plans, maps and records.

12. Recovery of Costs. Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Grantee shall pay such costs and expenses directly to the City. In addition to the above, Grantee shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Grantee's facilities.

13. Limitation on Future Work. In the event that Grantor reconstructs a new roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances.

14. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserve the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

15. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law.

16. Vacation. If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving thirty (3030) days written notice to the grantee, terminate this franchise with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to the grantee by reason of such termination.

17. Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise be immune undTitle 51 RCW arising from injury or death of any person or damage to property of which the negligent acts or omissions of Grantee, its agents, servants, officers or employees in performing services under this franchise are the proximate cause. Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise have immunity undTitle 51 RCW arising against the City solely by virtue of the City's ownership or control of the right-of-ways or other public properties, by virtue of Grantee's exercise of the rights granted herein, or by virtue of the City's permitting Grantee's use of the City's right-of-ways or other public property based upon the inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Grantee refuses to accept the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determine that this franchise, or work conducted under authority of this franchise, is subject to **RCW 4.24.115**, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity under Title **51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.**

The provisions of this Section shall survive the expiration or termination of this franchise agreement, for a period of three (3) years.

18. Insurance. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Grantee shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall evidence:

1. Automobile Liability insurance with limits no less than $1,000,000 Combined Single Limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 Combined Single Limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer's Liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of Grantee.

The insurance obtained by Grantee shall name the City, its officers, employees and volunteers as insureds with regard to activities performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance certificate shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be the primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute to it. The insurance certificate required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

19. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, Grantee shall, upon the request of the City, furnish a bond executed by Grantee and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of Grantee's obligations under this franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this franchise, and to repair or replace any defective work or materials attributable to Grantee that are discovered in the City's road, streets, or property.

20. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

21. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Grantee

by the City under the provisions of this franchise, then Grantee shall, at the election of the City, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City after a hearing held upon reasonable notice to Grantee. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Grantee to comply with the provisions of this franchise and to recover damages and costs incurred by the City by reason of Grantee's failure to comply.

22. Assignment. This franchise may not be assigned or transferred without the written approval of the City, which written approval shall not be unreasonably withheld. For purposes hereof, the grant of any security agreement or security interest in the facilities of the Grantee to secure any financing or refinancing, shall constitute an assignment of this franchise for which written approval would be required. In the case of the transfer or assignment as collateral for a mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Nor shall written approval of the City be required for a partial sale, assignment or other transfer of an interest in Grantee's communications system so long as Grantee retains some ownership interest in the communications system. Grantee shall provide prompt, written notice to the City of any such assignment.

23. Costs of Publication. The cost of the preliminary and/or final publication of this Ordinance and/or its Ordinance Summary shall be borne by Grantee.

24. Acceptance. Not later than five (5) days after passage and publication of this Ordinance, the Grantee must accept the franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the five day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

25. Survival. All of the provisions, conditions and requirements of Sections: 6 Special Construction Standards; 7 Restoration After Construction; 8 Dangerous Conditions; 9 Relocation of Facilities; 10 Abandonment of Grantee's Facilities; and 17 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

26. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise. However, if the City elects to terminate this franchise, the City shall provide Grantee one hundred and eighty (180) days written notice of such termination.

27. Renewal. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is renewed or terminated by the City.

28. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager Williams Communications, Inc.

City of SeaTac Manager of Land & Records

17900 International Blvd. 110 West 7th Street

Suite 401 Tulsa, Ok 74119

SeaTac, WA 98188 (919) 573-6000

29. Effective Date. This Ordinance shall be in full force and in effect five (5) days after passage and publication.

ADOPTED this 13th day of June, 2000, and signed in authentication thereof on this 13th day of June, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 06/21/00]

ORDINANCE NO. 00-1025

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget for the Des Moines Memorial Drive South Improvement Project (South 188th Street to South 194th Street).

WHEREAS, the City Council has reviewed Agenda Bill #1860 submitted by the Public Works Department and has authorized a contract with Gary Merlino Construction for the Des Moines Memorial Drive South Improvement Project (South 188th Street to South 194th Street); and

WHEREAS, this Council action requires additional appropriation authority for this project;

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

Section 1. The 2000 Annual City Budget shall be amended in the Transportation CIP Fund to increase revenues by $580,050 and expenditures by the same amount as follows:

Grant Revenue BARS 307.334.03.81.004 $ 580,050

IB Phase 4 BARS 307.000.37.595.30.63.115 $(359,200)

DMMD Project BARS 307.000.37.595.30.63.103 939,250

Net Expenditures Increase $ 580,050

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

ADOPTED this 27th day of June, 2000, and signed in authentication thereof on this the 27th day of June, 2000.

CITY OF SEATAC

Kathy Gehring, Deputy Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: July 5, 2000]

ORDINANCE NO. 00-1026

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding for the Pipeline Safety Consortium and First Response Plan.

WHEREAS, the City Council has reviewed Agenda Bill #1847 submitted by the City Manager's Office and authorizes the City's entry into an Interlocal Agreement with the City of Bellevue and other Cities and Counties in establishing a Consortium on Pipeline Safety; and

WHEREAS, the City Council has reviewed Agenda Bill #1848 submitted by the City Manager's Office and authorizes contract with consultant to develop a First Response Plan; and

WHEREAS, these items require additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the General Fund expenditures by $8,000(BARS 001.000.03.513.10.49.054 - $5,000; BARS 001.000.03.513.10.41.000 - $3,000).

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

ADOPTED this 27th day of June, 2000, and signed in authentication thereof on this the 27th day of June, 2000.

CITY OF SEATAC

Kathy Gehring, Deputy Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: July 5, 2000]

ORDINANCE NO. 00-1027

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to transfer Port of Seattle street vacation fees for the 28th/24th Avenue South Arterial project Local Improvement District.

WHEREAS, the City Council has approved Resolution No. 99-033 authorizing an amendment to the 1997 Interlocal Agreement between the City of SeaTac and Port of Seattle; and

WHEREAS, the amendment removes the institutional benefit assessment requirement from the ILA but increases revenues received from the Port for City vacation of street rights-of-way; and

WHEREAS, it is now appropriate to transfer $3 million in street vacation fees to the 28th/24th Avenue South Arterial improvement project; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase Port ILA Fund expenditures by $3,000,000 (BARS 105.000.17.597.37.00.000).

Section 2. The 2000 Annual City Budget shall be amended to increase Transportation CIP Fund revenues by $3,000,000 (BARS 307.000.397.37.00.000).

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

ADOPTED this 11th day of July, 2000, and signed in authentication thereof on this the 11th day of July, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: July 19, 2000]

ORDINANCE NO. 00-1028

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to the siting of wireless telecommunications facilities (WTFs) and amending Subsection A of SMC15.31.030, SMC15.31.040, and Subsection B of SMC16.03.050 to apply the minor conditional use permit process to WTFs and/or new support structures locating in high intensity zones.

WHEREAS, the City Council has previously established standards and procedures for siting of commercial wireless telecommunications facilities; which are now codified at Chapter 15.31 SMC; and

WHEREAS, the City is concerned with addressing the issues of standards, procedures, appearance and safety associated with WTFs while providing appropriate siting opportunities; and

WHEREAS, the City's procedures promote siting and collocating of WTF's on existing structures rather than allowing a proliferation of new support structures, in order to reduce visual clutter and increase efficient use of land; and

WHEREAS, the requirement to obtain a Minor Conditional Use should be expanded to include locating a WTF on a new support structure in high intensity zones; and

WHEREAS, review and action as to such Minor Conditional Use Permits should be included within the administrative responsibilities of the City Manager or Designee; and

WHEREAS, the Council finds that the said amendments relating to wireless telecommunications facilities are necessary and appropriate;

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

Section 1. Sub-Section A of Section 15.31.030 of the SeaTac Municipal Code is hereby amended to read as follows:

A. Permits Required.

1. Building/Electrical Permits. A building and/or electrical permit is required for all WTFs, unless specifically exempted under SMC15.31.020.
2. Minor Conditional Use Permits (Minor CUP). A minor conditional use permit is required for:

    a. New support structures for all WTF's in Industrial, Business Park, Aviation Business Center, Community Business, Community Business in Urban Center, Office/Commercial Medium, and Neighborhood Business zones, unless the proposed WTF will be located on an existing support structure, a water tower, a school building higher than thirty (30) feet.

    ~~a.~~b. A WTF that is not a microcell collocated on an existing support structure in park, urban low, urban medium, urban high, and mobile home park zones; or

    ~~b~~.c. A WTF that is not a microcell and is located on a utility pole.

1. Major Conditional Use Permits (Major CUP). A major conditional use permit is required for WTFs and/or new support structures in park, urban low, urban medium, urban high, and mobile home park zones, unless the proposed WTF will be located on an existing support structure, a water tower, a school building higher

than thirty (30) feet, or a utility pole.

2. Other Permits. In addition to the building and/or electrical permit, other permits may be required, including but not limited to grading, and right-of-way permits.

The following table summarizes the types of permits required:

PERMITS REQUIRED

	ZONES*	
WTF TYPE/LOCATION	HIGH INTENSITY	LOW INTENSITY
Microcells 1. Located on existing structures	• Building/Electrical	• Building/Electrical
New WTFs that are not Microcells 1. ~~New WTF's~~ Collocated on an existing support structure	• Building/Electrical	• Minor CUP and • Building/Electrical
2. ~~New WTFs~~ Located on other existing structures: ~~1~~. a. Water Towers, and school buildings higher than 30 feet	• Building/Electrical	• Building/Electrical
~~2.~~ b. Utility poles	• ~~Building/Electrical~~ • Minor CUP and • Building/Electrical	• ~~Building/Electrical~~ • Minor CUP and • Building/Electrical
~~a. Microcells~~ ~~b.~~a. ~~WTFs that are not Microcells~~	• Building/Electrical	• Major CUP and • Building/Electrical
~~3.~~ c. Other Structures		
New Support Structures for all WTF's	• Minor CUP and • Building/Electrical	• Major CUP and • Building/Electrical

- High intensity zones are as follows: I, ~~AU,~~ BP, ABC, CB, CB-C, O/CM, O/C/MU, and NB.

Low intensity zones are as follows: UL, UM, UH, MHP, T, and P.

Section 2. Section 15.31.040 of the SeaTac Municipal Code is hereby amended to read as follows:

A. General Siting Approach. Generally, collocation on existing support structures or other existing structures is encouraged. Further, attachment of antenna(e) to existing nonresidential structures primarily within high intensity zones, as listed below, is preferable to new freestanding support structures.

New support structures will be allowed only when there is no feasible alternative. SMC 15.31.030(B)(3) sets forth the procedures by which the existence of feasible alternatives will be determined. The preferred order for the location of new support structures is:

1. I, ~~AU~~ and BP zones;
2. ABC, CB, CB-C, OCM, O/C/MU, and NB zones;
3. UH and UM zones;
4. UL, MHP, T and P zones

B. Development Standards.

1. High Intensity Zones. Subject to the following development standards, WTFs are permitted in the following high intensity zones: I, ~~AU,~~ BP, ABC, CB, CB-C, O/CM, O/C/MU and NB. Location of WTFs on some structures in the high intensity zones is subject to the conditional use permit process as stated in SMC 15.31.030(A).

a. Collocation. Collocation is encouraged. No additional setback or landscaping standards are required for WTFs collocating on existing support structures.

i. The maximum number of platforms on any support structure shall be four (4).

ii. The number of WTFs allowed on existing structures is not limited, except that not more than one (1) WTF shall be allowed on a utility pole.

iii. Each service provider shall be limited to an equipment shelter installation not to exceed two hundred fifty (250) square feet in area at each WTF site. An equipment shelter installation may be comprised of a single structure, or several cabinets or similar components.

b. Locating on Utility Poles. WTFs locating on utility poles shall either meet the definition of a microcell, or conform to the following:

i. The utility pole at the proposed location may be replaced with a taller pole for the purpose of accommodating the WTF; provided, that the WTF is of a type that is designed to be mounted on the side(s) of the pole; and further provided, that the new pole shall not exceed a length that is a maximum of twenty (20) feet taller than the existing pole;

ii. Antenna panels shall not project out from the surface of the utility pole by more than twelve (12) inches, shall not exceed six (6) feet in height, and shall be placed such that the top of the antenna panels does not extend above the height of the utility pole;

iii. A tubular antenna may be mounted as an extension on top of an existing

utility pole, but the existing pole may not be replaced with a taller pole for the purpose of accommodating the tubular antenna. A tubular antenna mounted on top of a utility pole shall not exceed eighteen (18) inches in diameter and eight (8) feet in height;

iv. A whip antenna may be mounted as an extension on top of an existing utility pole, but the existing pole may not be replaced with a taller pole for the purpose of accommodating the whip antenna. A whip antenna mounted on top of a utility pole shall not exceed twenty (20) feet in length, and shall be enclosed within a cylinder that is painted to match the existing pole;

v. All WTFs mounted on utility poles shall be painted to match the pole;

vi. The visual effect of the WTF on all other aspects of the appearance of the utility pole shall be minimized to the greatest extent possible;

vii. The use of a utility pole for the siting of a WTF shall be considered secondary to the primary function of the utility pole. If the primary function of a utility pole serving as a host site for a WTF becomes unnecessary and any City, State, or Federal regulation requires its removal, the utility pole shall not be retained for the sole purpose of accommodating the WTF;

viii. Equipment cabinet(s) for WTFs located on utility poles shall be located underground, unless an existing building other than a singe-family residence is available to accommodate the equipment cabinet(s), or vegetation sufficient to screen the cabinet(s) exists at the site;

ix. In all cases where a utility pole is replaced for the purpose of accommodating a WTF installation, the cables and other wiring necessary for the WTF shall be routed inside the pole.

c. Height. The height of WTFs collocated on existing structures shall not exceed twenty-four (24) feet above the existing structure; provided, that the height shall not exceed applicable FAA limitations.

The height of new support structures shall be limited to eighty (80) feet. This height may be increased to one hundred (100) feet if the support structure is designed to accommodate collocation by another wireless telecommunications service provider.

WTFs collocated on an existing support structure shall not exceed the height of that support structure.

d. Setbacks. For new support structures, the required setbacks shall be measured from the base of the support structure or from the edge of the equipment shelter, whichever is closer to the property line. The minimum setbacks shall be as follows:

i. Front: Ten (10) feet;

ii. Side: Five (5) feet;

iii. Rear: Five (5) feet.

The setbacks shall be a minimum of twenty (20) feet on the sides adjacent to P, UL, UM, UH, ~~and~~ MHP or T zones. For collocated WTFs, there are no additional setback requirements.

For new WTFs located on existing buildings, the WTF shall be allowed to project into the setback; provided, that such projection does not exceed twenty-four (24) inches.

Within the urban center, new support structures shall be located as far to the rear of the site as the setbacks will allow, so as to preserve as much of the site as possible for future development.

e. Landscaping. For new support structures, the street frontage landscaping shall be Type II, ten (10) feet, and Type II, five (5) feet, on the sides and rear. Where adjacent to UL, UM, UH, MHP, T or P zones, new support structures shall provide ten (10) feet of Type II landscaping on that side(s). In all cases, the landscaping shall be located on the outside of any fence that is used.

Landscaping standards may be modified at the discretion of the Planning Director in cases where the need for landscaping is eliminated by adequate natural screening, existing landscape buffers, topography, or the placement of the WTF among buildings.

Section 3. Sub-Section B of Section 16.03.050 of the SeaTac Municipal Code is hereby amended to read as follows:

B. Minor conditional use permits (CUP) which conform to the following criteria:

1. A "minor CUP" shall only be allowed upon request to:

a. Expand an existing, legal conditional use which has previously been permitted within the zone classification; or

b. Locate a WTF on a utility pole or an existing support structure, subject to the requirements set forth in Chapter 15.31 SMC; or

c. Site a new support structure for all WTFs within the high intensity zones.

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2. The requested expansion of the existing conditional use is either:

a. No greater than twenty percent (20%) of the gross floor area or gross area of the existing conditional use; or

b. The addition of one WTF to an existing WTF established as a conditional use; provided, that the requested addition meets all other requirements of Chapter 15.31. SMC.

3. The requested "minor CUP" is exempt from environmental review under the State Environmental Policy Act (SEPA), unless it is a WTF that meets all requirements for minor CUP permitting as set forth in Chapter 15.31. SMC.

4. The minor conditional use must conform to the criteria as set forth under SMC 15.22.030.

5. The minor conditional use must conform to all other requirements of this code.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

Section 4. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor by, July 31, 2000.

ADOPTED this 11th day of July, 2000, and signed in authentication thereof on this 11th day of July, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

August 10, 2000

Effective Date

ORDINANCE NO. 00-1029

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget for Special Legal Services.

WHEREAS, the City Council has reviewed Agenda Bill #1875 submitted by the City Clerk's Office regarding the need for additional funding of SeaTac Municipal Code updates published and printed by Code Publishing, and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase General Fund expenditures by $5,610 (BARS 001.000.05.514.30.41.022).

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

ADOPTED this 11th day of July, 2000, and signed in authentication thereof on this the 11th day of July, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: July 19, 2000]

ORDINANCE NO. 00-1030

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding for a Golf Course Study.

WHEREAS, the City Council has reviewed Agenda Bill #1886 submitted by the Parks and Recreation Department and has authorized the hiring of a consultant to perform a golf course market and financial analysis study; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the Hotel/Motel Tax Fund expenditures by $9,000 (BARS 107.000.24.557.30.41.087).

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

ADOPTED this 25th day of July, 2000, and signed in authentication thereof on this the 25th day of July, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 08/02/00]

ORDINANCE NO. 00-1031

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding for a Consultant Contract to study and make recommendations regarding the image and marketing of the City.

WHEREAS, the City Council has reviewed Agenda Bill #1893 submitted by the City Manager's Office and has authorized the hiring of a consultant to provide assistance in the areas of image creation, economic development and marketing of the City; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the Hotel/Motel Tax Fund expenditures by $65,000 (BARS 107.000.24.557.30.41.088).

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

ADOPTED this 25th day of July, 2000, and signed in authentication thereof on this the 25th day of July, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 08/02/00]

ORDINANCE NO. 00-1032

AN ORDINANCE of the City Council of the City of SeaTac, Washington, fixing compensation for City Councilmembers and repealing automatic cost of living increases.

WHEREAS, the base compensation paid to the members of the City Council has not been increased since incorporation of the City in 1990, except for an annual cost of living allowance based upon the consumer price index (CPI) since 1994; and

WHEREAS, the Office of the State Auditor has issued an opinion, based solely upon the tenuous authority of an unpublished Superior Court decision and an informal Attorney General opinion, that automatic increases in Council compensation based upon the CPI are in derogation of the prohibition of Article XI, Section 8 of the Washington Constitution; and

WHEREAS, the Council finds that commencement of a declaratory judgment action to resolve the issue would be more costly than any benefits to be obtained; and

WHEREAS, in order to adequately provide compensation to the City Councilmembers for their ever increasing investment in time and energy on behalf of the City, it is appropriate to adjust the compensation to be paid to the City Councilmembers to reflect their contributions in studying agenda bills, ordinances, resolutions, studies, reports, and other literature, in attending Council meetings, committee meetings, in attending and participating in numerous local, regional, state-wide, and national task forces and organizations, and to ensure fair compensation for these contributions and to promote continued participation in local government; and

WHEREAS, the Council is cognizant of Article XI, Section 8 of the Constitution of the State of Washington which provides that salaries of elective municipal officials shall not be increased during their current term of office; and

WHEREAS, it is the intent of the City Council to eliminate the CPI increases of Ordinance No. 93-1040 and to effect an increase in Councilmembers' compensation to be effective and applicable to those Councilmembers who are elected to the City Council subsequent to current terms of office;

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

Section 1. The compensation to be paid to the members of the SeaTac City Council, and to the Councilmember selected to serve as Mayor, who are elected to their positions in a general election subsequent to the effective date of this Ordinance shall be as follows:

Councilmembers $800.00 per month

Councilmember selected as Mayor $1,000.00 per month

Section 2. Ordinance No. 93-1040 is hereby repealed without prejudice to compensation increases effected through December 31, 2000.

Section 3. This Ordinance shall not be codified in the SeaTac Municipal Code.

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

ADOPTED this 25th day of July, 2000, and signed in authentication thereof on this 25th day of July, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 8/2/00]

ORDINANCE NO. 00-1033

AN ORDINANCE of the City Council of the City of SeaTac, Washington, relating to the Zoning Code; making technical and minor amendments and additions to delete references to the former Airport Use (AU) zone classification, to redefine "Hotel/Motel and Associated Uses" and recategorize such uses from Residential to Retail/Commercial, to add Landscaping Business Use #084 and Butterfly/Moth Breeding, Wholesale/Retail Use #085 with landscaping and parking requirements, and to reference property specific rezone procedures within rezone decision criteria; amending Sections 15.10.350, 15.12.020 through 15.12.070, 15.14.060, 15.15.030, and 15.22.050, repealing Section 15.11.040 and adding new Sections 15.10.097 and 15.10.361.

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

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

WHEREAS, in reviewing the Zoning Code, certain development regulations have been identified as requiring definition, clarity, amendment or addition; and

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

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

Section 1. Section 15.10.350 of the SeaTac Municipal Code is hereby amended to read as follows:

15.10.350 Hotel/Motel and Associated Uses

~~Any building containing six (6) or more guest rooms intended or designed to be used, rented or hired out to be occupied, or which are occupied for sleeping purposes by guests. A hotel may also include, but is not limited to, restaurants, retail shop, health spa, car rental desk and beauty shop.~~

A facility consisting of four (4) or more guest rooms offering transient lodging accommodations, including inns, residence or extended stay hotels, other similar facilities, and all businesses subject to collection and payment of the tax levied by Chapter 67.28 RCW City Code, that offer rental accommodations for periods of generally less than 30 days at a time. Associated uses may include additional services such as meeting rooms, restaurants, health spas, retail shops and beauty shops.

Section 2. Section 15.12.020 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.020 Residential Uses

ZONES: UM – Urban Medium Density I – Industrial/Manufacturing

P – Park UH – Urban High Density O/CM – Office/Commercial Medium

~~AU – Airport Use~~ NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use

UL – Urban Low Density ABC – Aviation Business Center T – Townhouse

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES													
		P	~~AU~~	MHP	UL	UM	UH	NB	CB	ABC	I	O/CM	BP	O/C/ MU	T
	RESIDENTIAL USES														
001	Single Detached Dwelling Unit				P(1,7,9)	P(1,7,9,13)	P(13)								P(13)
001.1	Single Attached Dwelling Unit								P*	P*					
002	Duplex					P	P*	C	P*	P*					
003	Townhouses					P	P*	C	P*	P*		P*		P	P
004	Multi-Family					P	P*(10)	C	P*(8)	C*(8)		P*(8)		P(~~13~~ 12)	
005	Senior Citizen Multi				C	P	P*	C	P*	P*		P*		P	
006	Manufactured/Modular Home			P(9)	P(9)	P(9)									
006.1	Mobile Home (nonHUD)			P(9)											
007	Bed and Breakfast/ Guesthouse				P(2)	P(2)	P*(2)	P(2)				C*		P(2)	
008	Community Residential Facility I				P(3)	P(3)	P(3)	P(3)	P(3)	P(3)				P(3)	P(3)
008a	Community Residential Facility II						P*	P	P*	P		P*		P	
008b	Halfway House								C(~~12~~ 11)*	C(~~12~~ 11)		C(~~12~~ 11)*			
009	Overnight Shelter								C(~~12~~ 11)*	C(~~12~~ 11)		C(~~12~~ 11)*			
010	Convalescent Center/ Nursing Home						P*	P	P*	P		P*			
011	Mobile Home Park			P	C(4)	C(4)	C*(4)								
~~012~~	~~Hotel/Motel and Associated Uses~~		~~P(11)~~				~~C*~~	~~P~~	~~P*~~	~~P*~~		~~P*~~	~~C*~~	~~C~~	
013	College Dormitory							C	P*	P*		P*	P*	P(6)	P
	ACCESSORY USES														
018	Home Occupation				P(6)	P(6)	P*(6)							P(6)	P(6)
019	Shed/Garage				P(5)	P(5)	P*(5)								

* See Chapter 15.13 SMC for additional development standards.

(1) Accessory living quarters permitted with the following restrictions (Ref. SMC 15.10.017):

a. No more than forty-five percent (45%) of the total square footage in the main dwelling unit;

b. Must be contained within the primary dwelling or significantly attached to the primary dwelling;

c. Primary dwelling must be owner-occupied;

d. Kitchen permitted as component.

(2) Standards for Bed and Breakfast:

a. Number of guests limited to six (6), with no more than three (3) bedrooms;

b. Parking area for three (3) nonresident vehicles, and screened;

c. Proof of King County Health Department approval;

d. Breakfast is only meal served for paying guest.

(3) Standards for Community Residential Facilities I:

a. No more than five (5) nonsupport people, unless as modified pursuant to requirement (3)(e)**;

b. No more than two (2) support people**;

c. Any parking spaced in excess of two shall be screened and not visible from public streets;

d. In UL zone, house shall be a single-family structure compatible with the surrounding area; in UM zone, house shall maintain residential character;

e. Reasonable accommodation shall be made for persons with disabilities as required by state and federal law. See SMC 15.12.018 for accommodation procedure.

** (a) and (b) do not apply to state-licensed adult family homes and foster family homes.

(4) A park outside established or proposed mobile home park zone is permitted after approval through the CUP process.

(5) Limited to one thousand (1,000) gsf and a twenty (20) foot height limit (highest point) except as allowed under SMC 15.13.105(B).

(6) See Chapter 15.17 SMC for standards and limitations.

(7) Efficiency unit permitted within primary dwelling, not exceeding twenty-five percent (25%) of gross square feet of dwelling.

(8) Ground floor uses must be retail, service, or commercial uses as described in SMC 15.13.107.

(9) See Chapter 15.26 SMC for additional development standards.

(10) For new development and redevelopment residential projects that are located in the UH-UCR zone, at least fifty percent (50%) of the building's ground floor shall be a retail, service, or commercial use as described in SMC 15.13.107.

~~(11) Only on property owned by the Port of Seattle or within the area bounded by S. 188th St. to the north, S. 192nd St. to the south, 28th Ave. S. to the east, and 24th Ave. S., as extended, to the west.~~

(~~12~~ 11) As part of the CUP process a threshold determination will be made as to whether an essential public facility (EPF) siting process is needed. See SMC 15.22.035. These requirements shall not be construed to limit the appropriate use of schools and other facilities for emergency shelters in disaster situations.

(~~13~~ 12) Permitted only as part of a mixed use development, as described in SMC 15.35.620, and arranged on-site as described in SMC 15.35.610.

(13) Small Lot Single Family Development allowed subject to design standards specified in SMC 15.19.760

Section 3. Section 15.12.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.030 Recreational/Cultural Uses

ZONES: UM – Urban Medium Density I – Industrial/Manufacturing

P – Park UH – Urban High Density O/CM – Office/Commercial Medium

~~AU – Airport Use~~ NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use

UL – Urban Low Density ABC – Aviation Business Center T – Townhouse

P – Permitted Use; C – Conditional Use Permit

U USE #	LAND USE	ZONES													
		P	~~AU~~	M HP	UL	UM	UH	NB	CB	A BC	I	O/CM	BP	O O/C/ o/ MU	T
	RECREATIONAL/CULTURAL USES														
022	Community Center	P	~~P~~			C	C(*)	P	P(*)	P(2,*)		P(*)		P	C
023	Golf Course	P	~~P~~		C				C(*)				P(*)		
024	Theater	P(2)						P	P(*)	P(2,*)	P	P(*)	C(*)		
025	Drive-In Theater								P(*)						
026	Stadium/Arena	C	~~C~~						C(*)		C	C(*)	P(*)		
027	Amusement Park	C(1)							C(*)			C(*)	C(*)		
028	Library				P	P	C(*)	P	P(*)	P(*)		P(*)	C(*)	P	C
029	Museum		~~P~~			C	C(*)	P	P(*)	P(*)		P(*)	C(*)		
030	Conference/ Convention Center		~~P(5)~~					P	P(*)	P(*)	P	P(*)	C(2,*)		
031	Cemetery	C	~~C~~			C	C(*)	C	P(*)	P(*)					
032	Private/Public Stable	P	~~SDO~~		SDO										
033	Park	P	~~P~~	P	P	P	P(*)	P	P(*)	P(*)	P	P(*)	P(*)	P	P
034	Church				C	C	P(*)	P	P(*)	P(*)		P(*)	P(2,*)	P	C
035	Church Accessory				C(2,3)	C(2,3)	C(3,*)	P(3)	P(3,*)	P(3,*)		P(3,*)		P	C(2)
036	Recreational Center	P	~~P~~				C(*)	C	P(*)	P(2,*)	P	P(*)	P(1,*)	P	

0 036.5	Health Club		~~P(2)~~				C(2,*)	P	P(*)	P(*)	P(2)	P(*)	P(*)	P	
037	Arcade (Games/Food)	P	~~P(2,4)~~				P(2,*)	P	P(2,*)	P(2,*)		P(2,*)	P(2,*)	P(2)	

(*) See Chapter 15.13 SMC for additional development standards.

(1) Site must be adjacent to an improved arterial.

(2) Accessory to primary use not to exceed twenty percent (20%) of total building square footage.

(3) May include an overnight shelter, not to exceed twenty percent (20%) of total building square footage, providing an operating plan is approved ensuring there are no significant traffic or noise impacts to neighbors, and that health and safety standards are met.

~~(4) Inside airport terminal facilities only.~~

~~(5) Only on property owned by the Port of Seattle.~~

Section 4. Section 15.12.040 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.040 General, Educational, Health Services Uses

ZONES: UM – Urban Medium Density I – Industrial/Manufacturing

P – Park UH – Urban High Density O/CM – Office/Commercial Medium

~~AU – Airport Use~~ NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use

UL – Urban Low Density ABC – Aviation Business Center T – Townhouse

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES													
		P	~~AU~~	MHP	UL	UM	UH	NB	CB	ABC	I	O/ CM	BP	O/C/ MU	T
	GENERAL USES														
041	Wireless Telecommunications Facility (**)	C/P (6)	~~P~~	C/P (6)	C/P(6)	C/P(6)	C/P(6)	P/C(7)	P/C(7)	P/C(7)	P/C(7)	P/C(7)	P/C(7)	P	C/P(6)
042	Communications Facility		~~P~~		Mr.-P Mjr.-C	Mr.-P Mjr.-C	Mr.-P Mjr.-C	Mr.-P Mjr.-C	Mr.-P Mjr.-P(*)	Mr.-P Mjr.-P(*)	Mr.-P Mjr.-P	P(*)	P(*)	P	Mr.-P Mjr-C
043	Dry Cleaner		~~P(1)~~				P(1,2,*)	P	P(*)	P(1,*)		P(2,*)	P(2,*)	P(2)	P(2)
044	Auto Repair							C	P(*)		P				
045	Auto Service							P	P(*)	P(1,*)	P				
046	Funeral Home/ Crematory	C	~~P~~					P	P(*)	P(1,*)	P	P(2,*)			
047	Veterinary Clinic		~~P(1)~~					P	P(*)	P(1,*)	P	P(2,*)		C	
048	Kennel		~~P~~					P	P(*)						
049	Day Care I		~~P(3,5)~~		P(3,5)	P(3,5)	P(3,5,*)	P(3,5)		P(1,3,5,*)		P(2,3,5,*)	P(3,5,*)	P(2,3,5)	P(2,3,5)
050	Day Care II		~~P(3)~~		C(3)	P(3)	P(3,*)	P(3)	P(3,*)	P(3,*)		P(2,3,*)		P(2,3)	P(2,3)
051	General Repair							P	P(*)	P(1,*)	P	P(2,*)			

	EDUCATIONAL USES														
055	Elementary Jr. High				C	C	C(*)			C(*)					
056	High School				C	C	C(*)	P	C(*)	C(*)					
057	Vocational School		~~C~~					C	P(*)	C(*)	C	P(2,*)	C(*)	P(2)	
058	Specialized Instruc- tion School		~~P~~		P/C(4)	P/C(4)	P/C(4,*)	P	P(*)	P(*)	P	P(2,*)	C(*)	P(2)	
059	College/University				C	C	C(*)		P(*)	P(*)		P(*)	C(*)	P(2)	
	HEALTH SERVICES USES														
062	Office/Outpatient Clinic		~~P(1)~~				P(*)	P	P(*)	P(*)	P	P(*)	P(*)	P	
064	Hospital							P	P(*)	P(*)		C(*)	P(*)		
065	Medical/Dental Lab						C(*)	P	P(*)	P(*)	P	P(*)	P(*)	P	P(2)
066	Miscellaneous Health							P	P(*)	P(*)		C(*)	C(*)	P	

(*) See Chapter 15.13 SMC for additional development standards.

(**) See Chapter 15.31 SMC for additional development standards.

(1) Accessory to primary use not to exceed twenty percent (20%) of primary square footage.

(2) Permitted as a part of a mixed use development.

(3) Day Care I: DSHS license required.

Day Care II: DSHS license required/SEPA review required.

(4) Limited to three (3) students per day except as allowed within old school facilities subject to a Conditional Use Permit.

(5) Except as provided pursuant to SMC 15.10.166 for family day care.

(6) WTFs in low intensity zones and in North SeaTac Park are permitted uses if they are microcells, or are located on water towers or school buildings higher than thirty (30) feet~~, or utility poles~~; WTFs in low intensity zones and in North SeaTac Park are conditional uses in all other cases, requiring a minor CUP if located on a utility pole or on an existing WTF support structure, and a major CUP if located on a new WTF support structure or an existing building. See 15.31.030.

(7) WTFs in high intensity zones (excluding North SeaTac Park) are permitted uses if they are microcells, or are located on an existing WTF support structure, water tower, school building higher than thirty (30) feet in height, or existing other building. WTFs in high intensity zones located on utility poles, or on a new WTF support structure require a Minor CUP. See 15.31.030.

Section 5. Section 15.12.050 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.050 Government/Office, Business Uses

ZONES: UM – Urban Medium Density I – Industrial/Manufacturing

P – Park UH – Urban High Density O/CM – Office/Commercial Medium

~~AU – Airport Use~~ NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use

UL – Urban Low Density ABC – Aviation Business Center T – Townhouse

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES													
		P	~~AU~~	MHP	UL	UM	UH	NB	CB	ABC	I	O/CM	BP	O/C/ MU	T
	GOVERNMENT/OFFICE USES														
071	Social Service Office		~~P(6)~~				C*	P	P*	P*	P	P*	C*(1)	P	
072	Public Agency Office		~~P(6)~~				P*	P	P*	P*	P	P*	C*(1)	P	
073	Public Agency Yard	C(2)	~~P(5)~~		P(4)				P*	C*	P	C*	C*	C	

074	Public Archives	C(3)	~~C~~					C	P*	P*	P	P*	C*	P	
075	Court		~~P~~						P*	P*	P	P*	C*(1)	P	
076	Police Facility	P	~~P~~		C	P	P*	P	P*	P*	P	P*	P*	P	
077	Fire Facility	P	~~P~~		C	P	P*	P	P*	P*	P	P*	P*	P	
079	Helipad/Airport and Facilities		~~P(5)~~								P				
080	Utility Use		~~P~~		C	C	C*	C	C*	P*	P	C*	C*	C	
081	Utility Substation		~~P~~				C*	C	P*	P*	P	C*	C*	C	
082	Financial Institution		~~P(6)~~					P	P*	P*	P	P*	C*(1)	P	
083	City Hall				P										
	BUSINESS SERVICES USES														
084	Landscaping Business								P	P	P		P		
085	Butterfly/Moth Breeding							P	P	P	P				
086	Construction/Trade		~~C(5)~~						C*	P*(1)	P	C*			
087	Truck Terminal		~~C(5)~~						C*	P*(1)	P	C*			
088	Airport Support Facility		~~P~~							P*					
089	Warehouse/Storage		~~P~~					C	C*	P*	P	C*	P*		
090	Professional Office		~~P~~				P*	P	P*	P*	P	P*	P*(1)	P	
091	Heavy Equipment Rental		~~C(5)~~							C*	P				
092	Misc. Equipment Rental Facility							C	P*		P	P*(1)			
093	Auto Rental/Sales		~~P~~						P*	P*(1)	P	C*(1)			
094	Public/Private Parking		~~P~~					C	P*	P*	P	C*(1)			
095	Motor Freight Repair		~~C(7)~~								P				
096	Heavy Equipment Repair		~~P(7)~~								P				
097	R and D/Testing		~~P(5)~~					C	C*	P*	P	C*	P*		
098	Commercial/Industrial Accessory Uses		~~C(5)~~					P	P*	P*	P	C*			

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

(1) Accessory to primary use not to exceed twenty percent (20%) of primary use.

(2) A public agency yard located on property within the park zone may be used as a combined maintenance facility for park and nonpark purposes; provided, that the facility shall be no more expansive than that which is reasonably expected to be needed for park maintenance when park facilities are fully developed.

(3) A public archives facility located on property within the park zone is limited to existing structures.

(4) Applies only to City of SeaTac Public Works Maintenance Facility located at the Glacier High School site, on an interim basis. The City of SeaTac shall be allowed to expand the maintenance facility at that site to the extent authorized by the City Council; until such time as a replacement facility at another site is operational.

~~(5) Only on property owned by the Port of Seattle.~~

~~(6) Inside airport terminal facilities only.~~

~~(7) Airport/aviation related only.~~

Section 6. Section 15.12.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.060 Retail/Commercial Uses

ZONES: UM – Urban Medium Density I – Industrial/Manufacturing

P – Park UH – Urban High Density O/CM – Office/Commercial Medium

~~AU – Airport Use~~ NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use

UL – Urban Low Density ABC – Aviation Business Center T – Townhouse

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES													
		P	~~AU~~	MHP	UL	UM	UH	NB	CB	ABC	I	O/CM	BP	O/C/MU	T
	RETAIL/COMMERCIAL USES														
101	Hotel/Motel and Associated Uses		~~P(11)~~				C	P	P	P		P*	C*	P(11)	P(11)
102	Forest Products		~~C(10)~~					P(3)	P(3,*)		C(1)	P(6,*)		P(11)	
103	Hardware/Garden Material							P	P(*)			P(6,*)		P(11)	P(11)
104	Department/Variety Store							P	P(*)	P(2,*)		P(6,*)			
105	Food Store						P(8,*)	P	P(*)	P(2,*)		P(6,*)			
106	Agricultural Crop Sales (Farm Only)				P				P(*)						
107	Auto/Boat Dealer								P(*)		P	C(6,*)			
108	Auto Supply Store							P	P(*)		P	C(6,*)		C(11)	
109	Gasoline/Service Station							P	P(*)		P				
110	Apparel/Accessory Store		~~P(2,9)~~						P(*)	P(2,*)		P(*)		P(11)	
111	Furniture Store								P(*)			P(*)		P(11)	
112	Fast Food/Restaurant		~~P(2,9)~~				C(2,4)		P(*)	P(*)	P	P(6,*)	P(2,*)	P(4,11)	P(4,11)
112.1	Retail Food Shop		~~P(2,9)~~				P(8,*)	P	P(*)	P(*)		P(*)	P(2,*)	P(11)	
112.2	Tavern		~~P(2,9)~~					P(8)	P(*)			P(*)		C	P(11)
113	Drug Store		~~P(2,9)~~					P	P(*)	P(*)		P(6,*)	P(2,*)	P(11)	P(11)
114	Liquor Store								P(*)			P(*)		C	
115	Antique/Secondhand Store							P	P(*)			P(6,*)		P(11)	P(11)
116	Sporting Goods and Related Stores		~~P(2,9)~~						P(*)	P(2,*)		P(6,*)		P(11)	P(11)
117	Media Material		~~P(2,9)~~				P(7,*)	P	P(*)	P(2,*)		P(*)		P(11)	
118	Jewelry Store		~~P(2,9)~~					P	P(*)	P(2,*)		P(6,*)		P(11)	P(11)
119	Hobby/Toy Store		~~P(2,9)~~					P	P(*)	P(2,*)		P(6,*)		P(11)	P(11)
120	Photographic and Electronic Store		~~P(2,9)~~					P	P(*)	P(2,*)		P(6,*)		P(11)	P(11)
121	Fabric Store								P(*)	P(2,*)		P(6,*)		P(11)	P(11)
122	Florist Shop		~~P(2,9)~~				P(7,*)	P	P(*)	P(2,*)		P(6,*)		P(11)	P(11)
123	Pet Store								P(*)	P(2,*)		P(6,*)		P(11)	P(11)
124	Wholesale/Bulk Store								C(*)	C(*)	P	C(6,*)		P(11)	
125	Beauty Salon		~~P(2,9)~~				C(8,*)	P	P(*)	P(*)		C(6,*)		P(11)	P(11)
125.1	Laundromat						P(7,*)	P	P(*)			P(*)		P(11)	
125.2	Espresso Stand		~~P(2,9)~~				P(2,*)	P	P(*)	P(*)	P	P(*)	P(*)	P(11)	P
125.3	Comm. Marine Supply							C	P(*)		P		P(*)		
126	Other Retail Uses		~~C(2,9)~~					C	P(*)	C(*)		P(*)		C	P(11)
127	Adult Entertainment		~~C(5)~~						C(5,*)	C(5,*)	C(5)				

(*) See Chapter 15.13 SMC for additional development standards.

(1) Forest product related businesses shall provide the following:

a. Minimum of ten (10) acres;

b. Access to major arterial; and

c. Minimum thirty (30) foot buffers around the perimeter of property (Type II landscaping).

(2) Accessory to primary use not to exceed twenty percent (20%) of primary use.

(3) Temporary forest product sales related to holidays. Merchandise limited to Christmas trees, wreaths, herbs and associated decorations.

(4) No fast food restaurants or drive-through facilities allowed.

(5) See SMC 15.29.010.

(6) Permitted as part of a mixed use development.

(7) Small, resident-oriented uses only, as part of a residential mixed use project.

(8) Small, resident-oriented uses only.

~~(9) Inside airport terminal facilities only.~~

~~(10) Only on property owned by the Port of Seattle.~~

Section 7. Section 15.12.070 of the SeaTac Municipal Code is hereby amended to read as follows:

15.12.070 Manufacturing Uses

ZONES: UM – Urban Medium Density I– industrial/Manufacturing

P – Park UH – Urban High Density O/CM – Office/Commercial Medium

~~AU – Airport Use~~ NB – Neighborhood Business BP – Business Park

MHP – Mobile Home Park CB – Community Business O/C/MU – Office/Commercial/Mixed Use

UL – Urban Low Density ABC – Aviation Business Center T – Townhouse

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES													
		P	~~AU~~	MHP	UL	UM	UH	NB	CB	ABC	I	O/CM	BP	O/C/MU	T
	MANUFACTURING USES														
130	Food Processing		~~P(2)~~					P	P(*)		P	C(*)	C(*)		
131	Winery/Brewery		~~P(1,4)~~						P(*)	P(1,*)	P	P(1,*)	C(*)	C(1)	
132	Textile Mill								C(*)		P				
133	Apparel/Textile Products		~~C(3)~~						C(*)		P				
134	Wood Products		~~C(3)~~		C(~~5~~ 2)						P		C(*)		
135	Furniture/Fixtures		~~C(3)~~								P		P(*)		
136	Paper Products		~~C(3)~~								P				
137	Printing/Publishing		~~C(3)~~						P(*)	C(*)	P		C(*)		
138	Chemical/Petroleum Products		~~C(2)~~								P				
138.5	Biomedical Product Facility		~~C(2)~~							P	P		P(*)		
139	Rubber/Plastic/Leather/ Mineral Products										P				
140	Primary Metal Industry										P				
141	Fabricated Metal Products		~~C(2)~~								P				
142	Commercial/Industrial Machinery		~~C(2)~~								P				
143	Computer/Office Equipment		~~C(2)~~							C(*)	P		P(*)		
144	Electronic Assembly		~~C(2)~~							C(*)	P		P(*)		

145	Aerospace Equipment		P(2)								C		P(*)		
146	Misc. Light Manufacturing		~~P(2)~~								P		P(*)		
147	Tire Retreading										P				
148	Recycling Products										C				
149	Towing Operation		~~C~~								C				
150	Auto Wrecking										C				
151	Self-Service Storage		~~C~~						P(*)	C(*)	P		P(*)		
152	Off-Site Hazardous Waste Treatment and Storage Facilities		~~C(2)~~								C				
153	Batch Plants										C				

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

(1) Microbrewery with retail section.

~~(2) Only on property owned by the Port of Seattle.~~

~~(3) Within established "Free Trade" zone (see SMC 15.12.090).~~

~~(4) Inside airport terminal facilities only.~~

(~~5~~ 2) With a minimum lot size of five (5) acres.

Section 8. Section 15.14.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.060 Landscaping Standards for Residential, Accessory, Recreational/Cultural Uses

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE USES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
	RESIDENTIAL USES					
001	Single-Family	–	–	–	–	–
001A	Single-Family Attached Dwelling Unit	–	–	–	–	–
002	Duplex	–	–	–	–	–
003	Townhouses	III/20 ft.1	IV/5 ft.	III/10 ft.	II/15 ft.1	Yes (over 3 units)
004	Multi-Family	III/20 ft.1	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
005	Senior Citizen Multi	II/20 ft.	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
006	Manufactured Home	–	–	–	–	–
006A	Mobile Home	–	–	–	–	–
007	Bed and Breakfast/Guesthouse	–	–	–	–	–
008	Community Residential Facility I	–	–	–	–	–
008a	Community Residential Facility II	II/20 ft.	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
008b	Halfway House	II/20 ft.	IV/5 ft.	II/10 ft.	I/20 ft.	Yes
009	Overnight Shelter	II/20 ft.	IV/5 ft.	II/20 ft.	I/20 ft.	Yes
010	Convalescent Center/Nursing Home	II/20 ft.	IV/5 ft.	II/15 ft.	–	Yes
011	Mobile Home Park	II/20 ft.	–	I/20 ft.	–	–
~~012~~	~~Hotel/Motel and Associated Uses~~	~~II/10 ft.~~	~~IV/5 ft.~~	~~II/5 ft.~~	~~I/20 ft. (SF)~~	~~Yes~~
013	College Dormitory	IV/10 ft.	–	IV/5 ft.	II/10 ft.	Yes
	ACCESSORY USES					
018	Home Occupation	–	–	–	–	–

019	Shed/Garage	–	–	–	–	–
	RECREATIONAL/CULTURAL USES					
022	Community Center	II/10 ft.	–	–	–	Yes
023	Golf Course	–	–	–	–	Yes
024	Theater	II/20 ft.	–	I/5 ft.	I/20 ft. (SF)	Yes
025	Drive-In Theater	IV/20 ft.	–	I/5 ft.	I/20 ft. (SF)	Yes
026	Stadium/Arena	IV/20 ft.	III/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
027	Amusement Park	IV/20 ft.	III/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
028	Library	IV/10 ft.	–	II/5 ft.	–	Yes
029	Museum	IV/10 ft.	–	II/10 ft.	–	Yes
030	Conference/ Convention Center	IV/10 ft.	IV/5 ft.	I/5 ft.	I/20 ft. (SF)	Yes
031	Cemetery	IV/20 ft.	–	–	–	–
032	Private/Public Stable	–	–	–	–	–
033	Park	–	–	–	–	–
034	Church	IV/10 ft.	–	–	I/10 ft.	Yes
035	Church Accessory	IV/10 ft.	–	–	I/10 ft.	Yes
036	Recreational Center	IV/10 ft.	IV/5 ft.	IV/5 ft.	II/10 ft.	Yes
036.5	Health Club	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft.	Yes
037	Arcade (Games/Food)	IV/10 ft.	–	IV/5 ft.	II/10 ft.	Yes

* See SMC 15.14.090.

1Pursuant to the Interim Design Standards for Multi-Family Housing, Chapter 15.19 SMC.

(SF) Adjacent to single-family uses for buffering purposes.

Section 9. Section 15.14.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.060 Landscaping Standards for Government/Office, Business Uses

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

094	Public/Private Parking	III/10 ft.	IV/5 ft.	II/10 ft.	II/20 ft. (RES)	Yes
095	Motor Freight Repair	II/10 ft.	IV/5 ft.	II/10 ft.	I/20 ft. (RES)	Yes
096	Heavy Equipment Repair	II/10 ft.	IV/5 ft.	II/5 ft.	II/20 ft. (SF)	Yes
097	R and D/Testing	II/20 ft.	IV/5 ft.	II/10 ft.	I/20 ft. (SF)	Yes
098	Commercial/Industrial Accessory Uses	II/10 ft.	IV/5 ft.	III/5 ft.	II/10 ft. (SF)	Yes

*See SMC 15.14.090.

(SF) Adjacent to single-family uses for buffering purposes.

(RES) Adjacent to single-family or multifamily uses for buffering purposes.

Section 10. Section 15.14.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.060 Landscaping Standards for Retail/Commercial Uses

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF> 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE USES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
	RETAIL/COMMERCIAL USES					
101	Hotel/Motel and Associated Uses	II/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
102	Forest Products	II/10 ft.	IV/5 ft.	I/5 ft.	I/10 ft. (RES)	Yes
103	Hardware/Garden Material	II/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
104	Department/Variety Store	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
105	Food Store	III/5 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
106	Agricultural Crop Sales (Farm Only)	III/5 ft.	–	–	–	–
107	Auto/Boat Dealer	II/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (RES)	Yes
108	Auto Supply Store	II/10 ft.	IV/5 ft.	II/5 ft.	I/20 ft. (RES)	Yes
109	Gasoline/Service Station	III/5 ft.	IV/5 ft.	III/5 ft.	I/20 ft. (RES)**	Yes
110	Apparel/Accessory Store	II/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
111	Furniture Store	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
112	Fast Food/Restaurant	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
112.1	Retail Food Shop	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes

112.2	Tavern	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
113	Drug Store	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
114	Liquor Store	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
115	Antique/Secondhand Store	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
116	Sporting Goods and Related Store	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
117	Media Material	IV/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
118	Jewelry Store	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
119	Hobby/Toy Store	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
120	Photographic and Electronic Store	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
121	Fabric Store	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
122	Florist Shop	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
123	Pet Store	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
124	Wholesale/Bulk Store	III/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
125	Beauty Salon	III/10 ft.	IV/5 ft.	II/5 ft.	I/10 ft. (RES)	Yes
125.1	Laundromat	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
125.3	Commercial Marine Supplies	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft. (RES)	Yes
126	Other Retail Uses	III/10 ft.	IV/5 ft.	II/5ft.	I/10 ft. (RES)	Yes
127	Adult Entertainment	IV/10 ft.	IV/5 ft.	II/6ft.	–	Yes

*See SMC 15.14.090.

**See SMC 15.13.109.

(RES) Adjacent to single-family or multifamily use for buffering purposes.

Section 11. Section 15.15.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.15.030 Parking Space Requirements for Residential Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
	RESIDENTIAL USES	
001	Single-Family (Detached Unit)*	2 per dwelling unit
001A	Single Attached Dwelling Unit	2 per dwelling unit
002	Duplex*	1.25 per dwelling unit
003	Townhouses*	1.25 per dwelling unit
004	Multifamily*	1.25 per dwelling unit
	Studio Unit	1 per dwelling unit
	1 Bedroom Unit	1.5 per dwelling unit
	2 3 Bedroom Unit	2 per dwelling unit
005	Senior Citizen Multi	1.25 per dwelling unit
006	Manufactured Home	2 per dwelling unit

006A	Mobile Home	2 per dwelling unit
007	Bed and Breakfast/Guesthouse	1 per bedroom, plus 2 for residents
008	Community Residential Facility I	2 per dwelling unit
008a	Community Residential Facility II	**
008b	Halfway House	**
009	Overnight Shelter	**
010	Convalescent Center/Nursing Home	1 per 5 beds
011	Mobile Home Park	2 per dwelling unit
~~012~~	~~Hotel/Motel and Associated Uses~~	
	~~Basic Guest and Employee (no shuttle service)~~	~~.9 per bedroom~~
	~~Basic Guest and Employee (with shuttle service)~~	~~.75 per bedroom~~
	~~with restaurant/lounge/bar~~	~~1 per 150 gsf~~
	~~with banquet/meeting room~~	~~1 per 150 gsf~~
	~~Retail: 15,000 gsf or less~~	~~1 per 1,000 gsf~~
	~~Retail: greater than 15,000 gsf~~	~~1.5 per 1,000 gsf~~
013	College Dormitory	1.5 per bedroom
	ACCESSORY USES	
018	Home Occupation	-
019	Shed/Garage	-

*These ratios may be reduced with proof of viable HCT linkage/station pursuant to the determination of the City Manager, or designee. The overall ratio may not be lowered more than ten percent (10%).

**Parking plan based on population served and projected needs should be submitted and approved by the City Manager, or designee.

Section 12. Section 15.15.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.15.030 Parking Space Requirements for Government/Office, Business Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
	GOVERNMENT/OFFICE USES	
071	Social Service Office	1 per 250 sf
072	Public Agency Office	1 per 250 sf
073	Public Agency Yard	1 per 200 sf, plus 1 per 1,000 sf of indoor storage or repair areas
074	Public Archives	1 per employee, plus 1 per 400 sf of waiting/review areas
075	Court	1 per employee, plus 1 per 40 sf of fixed seats or assembly areas
076	Police Facility	1 per employee, plus 1 per 100 sf of public office areas
077	Fire Facility	1 per employee, plus 1 per 100 sf of public office areas

079	Helipad/Airport and Facilities	Helipad: 4 per pad; Airport: 1 per 500 sf of building
080	Utility Use	1 per 250 sf
081	Utility Substation	1 per substation site
082	Financial Institution	1 per 250 sf, plus 5 stacking spaces
083	City Hall	1 space per 250 sf of office area plus 1 per 40 sf of fixed seats or assembly area if a municipal court use is located in City Hall
	BUSINESS SERVICES USES	
084	Landscaping	1 per 250 sf of office/storage area
085	Butterfly/Moth Breeding	1 per 250 sf of office/retail area
086	Construction/Trade	1 per 250 sf of office
087	Truck Terminal	1 per 250 sf of office or 1 per employee, whichever is greater
088	Airport Support Facility	1 per 250 sf
089	Warehouse/Storage	1 per 250 sf of office, plus 1 per 3,500 sf of storage areas
090	Professional Office	1 per 300 sf of office building
091	Heavy Equipment Rental	1 per 250 sf of building
092	Misc. Equipment Rental Facility	1 per 250 sf of building
093	Auto Rental/Sales	1 per 300 sf, plus 1 per employee plus a minimum 3,000 sf of display area
094	Public/Private Parking	1 per employee (designated)
095	Motor Freight Repair	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas
096	Heavy Equipment Repair	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas
097	R and D/Testing	1 per 300 sf
098	Commercial/Industrial Accessory Uses	1 per 300 sf

Section 13. Section 15.15.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.15.030 Parking Space Requirements for Retail/Commercial Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
	RETAIL/COMMERCIAL USES	
101	Hotel/Motel and Associated Uses	
	Basic Guest and Employee (no shuttle service)	.9 per bedroom
	Basic Guest and Employee (with shuttle service)	.75 per bedroom
	with restaurant/lounge/bar	1 per 150 gsf
	with banquet/meeting room	1 per 150 gsf
	Retail: 15,000 gsf or less	1 per 1,000 gsf

	Retail: greater than 15,000 gsf	1.5 per 1,000 gsf
102	Forest Products	1 per employee
103	Hardware/Garden Material	1 per 250 sf of leasable space
104	Department/Variety Store	1 per 250 sf of leasable space
105	Food Store	
	at least 15,000 sf	1 per 250 sf of leasable space
	less than 15,000 sf	3, plus 1 per 300 sf
106	Agricultural Crop Sales (Farm Only)	1 per 250 sf of leasable space
107	Auto/Boat Dealer	1 per 300 sf of building, plus 1 per employee
108	Auto Supply Store	1 per 250 sf of leasable space
109	Gasoline/Service Station	
	without grocery store attached	1 per employee, plus 1 per service bay
	with grocery store attached	1 per employee, plus 1 per 200 sf of store area
110	Apparel/Accessory Store	1 per 250 sf of leasable space
111	Furniture Store	1 per 300 sf of building
112	Fast Food/Restaurant	1 per 150 sf of leasable space (plus 5 stacking spaces with drive-through)
112.1	Retail Food Shop	1 per 250 sf of leasable space
112.2	Tavern	1 per 250 sf of leasable space
113	Drug Store	1 per 250 sf of leasable space
114	Liquor Store	1 per 250 sf of leasable space
115	Antique/Secondhand Store	1 per 250 sf of leasable space
116	Sporting Goods and Related Store	1 per 250 sf of leasable space
117	Media Material	1 per 250 sf of leasable space
118	Jewelry Store	1 per 250 sf of leasable space
119	Hobby/Toy Store	1 per 250 sf of leasable space
120	Photographic and Electronic Store	1 per 250 sf of leasable space
121	Fabric Store	1 per 250 sf of leasable space
122	Florist Shop	1 per 250 sf of leasable space
123	Pet Store	1 per 250 sf of leasable space
124	Wholesale/Bulk Store	1 per 250 sf of leasable space
125	Beauty Salon	1 per 200 sf of gross floor area
125.1	Laundromat	1 per 250 sf of leasable space
125.2	Espresso Stand	1 per 150 sf of gross floor area, plus 3 stacking spaces with drive-through
125.3	Commercial Marine Supply	1 per 1,000 sf of gross floor area, plus 1 space per employee

126	Other Retail Uses	1 per 250 sf of gross floor area
127	Adult Entertainment	

Section 14. Section 15.22.050 of the SeaTac Municipal Code is hereby amended to read as follows:

15.22.050 Zone Reclassification (Rezone)

A. The purpose of a rezone is to provide a change of zoning to allow a new or different land use which conforms with the City Comprehensive Plan. A rezone is necessary when there has been a change in conditions, and the Comprehensive Plan may or may not provide for such a use. A proposed use and site plan must be submitted with the rezone request. Property specific conditions may be imposed as a condition to the rezone pursuant to SMC 15.05.055 and SMC 15.05.080.
B. The applicant must show that the proposed development satisfies the following minimum criteria for approval by the Hearing Examiner:

1. The proposal conforms with the Comprehensive Plan policies and the adopted Comprehensive Plan specifies that the property shall be subsequently considered through an individual reclassification application;
2. The requested reclassification is in the public interest;
3. The requested reclassification is not hazardous or will not have adverse impacts on adjacent properties;
4. The requested reclassification does not pose undue burdens on public facilities; and
5. The requested reclassification has, or will potentially have, an adequate link to a High-Capacity Transit Mode. (Ord. 96-1008 § 6; Ord. 92-1041 § 1)

Section 15. Section 15.11.040 is hereby repealed, and it is the intent of this Ordinance that all references to the Airport Use zone are removed, including references in the Zone Classification Use Charts, Sections15.12.020 through 15.12.070 of this Code.

~~**15.11.040 Airport Use Zone (AU)**~~

~~The purpose of this zoning designation is to provide for the Seattle-Tacoma International Airport, and for various airport-related facilities, operations, businesses, and activities that support airport operations.~~

Section 16 . A new Section 15.10.097 is hereby added to the SeaTac Municipal Code, to read as follows:

15.10.097 Butterfly/Moth Breeding, Wholesale/Retail

The breeding of butterfly and moths for the purpose of wholesale or retail sales. This includes the entire life cycle of butterflies and moths and accessory activities such as the manufacture of enclosed biospheres for the butterflies and moths. This definition shall only include those butterflies and moths indigenous to the Pacific Northwest, which do not have an negative impact on forest and agricultural products or on ornamental trees, shrubs and vegetation, as determined by the City and applicable Washington State agencies. The breeding of butterflies and moths not indigenous to the Pacific Northwest shall be prohibited unless otherwise approved by the City and the applicable Washington State agencies.

Section 17. A new Section 15.10.361 is hereby added to the SeaTac Municipal Code, to read as follows:

15.10.361 Landscaping Business

A business which provides services to preserve or enhance natural or reconfigured land features, ground cover, grass, sod, and other plantings, to promote naturalistic and aesthetic values, or to effect natural or improved drainage and

erosion control. The business may include the arrangement of such tangible objects as pools, walls, steps, trellises, canopies, and other nonhabitable structures, and other such features as are incidental and necessary to landscaping purposes. A landscaping business does not include the wholesale/retail sale of landscaping products including, but not limited to, trees, shrubs, plants, or any other vegetation (except those planted or installed by the business), or of any equipment that is necessary for the movement, planting, growth, and aesthetics of landscape materials.

Section 18. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor by July 31, 2000.

Section 19. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 25th day of July, 2000, and signed in authentication thereof on this 25th day of July, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective Date 08/24/00]

ORDINANCE NO. 00-1034

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget to provide funding to continue the City's Water Quality Outreach Program.

WHEREAS, the City Council has reviewed Agenda Bill #1892 submitted by the Public Works Department and has authorized the continuation of the City's Water Quality Outreach program and Resource/Habitat Conservation Specialist position; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase the Surface Water Management Utility Fund revenues by $22,500 (BARS 403.338.31.01.000).

Section 2. The 2000 Annual City Budget shall be amended to increase the Surface Water Management Utility Fund expenditures by $24,188 (BARS 403.000.25.538.20.41.079).

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

ADOPTED this 8th day of August, 2000, and signed in authentication thereof on this the 8th day of August, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 08/16/00]

ORDINANCE NO. 00-1035

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting unto Metromedia Fiber Network Services, Inc. , a Delaware Corporation, a nonexclusive franchise to construct, maintain, and operate certain facilities within public right-of-ways and public properties of the City.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate nonexclusive franchises for the use of public streets, right-of-ways, and other public property for public conveyances, for transmission of electrical energy, for transmission of communications, and for gas, steam, fuel, water, and sewer systems; and

WHEREAS, the grant of such franchises requires the approving vote of at least a majority of the entire City Council; and

WHEREAS, the Council finds that the grant of the franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public;

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

The City of SeaTac, a Washington municipal corporation (hereinafter the "City"), hereby grants unto Metromedia Fiber Network Services, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "Grantee"), a franchise for a period of fifteen (15) years, beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace, and use all necessary equipment and facilities for a telecommunication system, in, under, on, across, over, through, along or below the public right-of-ways and public places located in the City of SeaTac, as approved under City permits issued pursuant to this franchise.

1. Non-Exclusivity. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along or below any right-of-ways, streets, avenues and all other public lands and properties of every type and description. This and other franchises shall, in no way, prevent or prohibit the City from using any of its right-of-ways, roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new right-of-ways, streets, avenues, thoroughfares and other public properties of every type and description.

2. Right-of-Way Permits Required. Whenever Grantee shall excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so, together with detailed plans and specifications showing the position, depth, and location of all such facilities in relation to existing City right-of-ways, roads, streets, or other City property, hereinafter collectively referred to as the "Plans". In no case shall any work commence within any public right-of-way or other public property without a valid permit. The Grantee shall, prior to commencing permitted work, give the City not less than two (2) full working days notice thereof. The facilities shall be installed or constructed in exact conformity with said Plans except in instances in which deviation may be allowed by the City, in writing, in response to written application by Grantee. The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. During the progress of the work, Grantee shall not unnecessarily obstruct the passage or proper use of the right-of-ways. Grantee shall file as-built plans and maps with the City showing the final location of the facilities. All

restoration of right-of-ways, roads, streets and the surface of other public property shall be in conformance with City standards, and conditions of the permit.

3. Emergency Work. In the event of any emergency in which any of Grantee's facilities break, are damaged, or if Grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, Grantee shall immediately inform the City permitting authority of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the City is open for business.

4. Inspections and Fees. All work performed by Grantee shall be subject to inspection by and approval of the City. The Grantee shall reimburse the City for all expenses incurred by the City in the examination, inspection, and approval of Grantee's work. Such reimbursement shall be in addition to any other fees or charges levied by the City.

5. Commencement of Construction, Construction of the facilities contemplated by this franchise shall commence no later than the effective date of this Ordinance, provided that such time limit shall not apply to delays caused by acts of God, strike or other occurrences over which Grantee has no control. No right-of-way use fee shall be imposed at this time. However, at such time as a right-of-way use fee is imposed by City Ordinance, applicable to Grantee, the same will be imposed after sixty (60) days notice from the City to the Grantee.

6. Special Construction Standards. During any period of work relating to Grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public right-of-ways and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property. Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, conditions of permits, and laws and regulations of the State of Washington, specifically including **RCW 39.04.180** for the construction of trench safety systems.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the Grantee; and (2) such joint use shall not adversely affect Grantee's facilities or safety thereof. When deemed appropriate by the City, joint users may be required to contribute to the costs of excavation and filling.

7. Restoration After Construction. Grantee shall, after abandonment approved under Section 10 herein, or any other installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition that the same was in immediately prior to any such work. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the franchise area or other affected area at its sole cost and expense.

8. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining right-of-way, road, street or other public place, or endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property

and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary safety precautions; and Grantee shall be liable to the City for all costs and expenses thereof.

9. Relocation of Facilities. Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of their facilities required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Grantee's then existing facilities, the City shall:

a) At least sixty (60) days prior to the commencement of such improvement project, provide Grantee with written notice requiring such relocation; and

b) Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

c) After receipt of such notice and such plans and specification, Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the improvement project at least ten (10) days prior to commencement of the project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its facilities as otherwise provided in this Section.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

10. Abandonment of Grantee's Facilities. No facility constructed or owned by Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

11. Grantee's Maps and Records. After construction is complete, and as a condition of this franchise, Grantee shall provide to the City at no cost, a copy of all accurate as-built plans, maps and records.

12. Recovery of Costs. Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Grantee shall pay such costs and expenses directly to the City. In addition to the above, Grantee shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Grantee's facilities.

13. Limitation on Future Work. In the event that Grantor reconstructs a new roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances.

14. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserve the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

15. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law.

16. Vacation. If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving thirty (30) days written notice to the grantee, terminate this franchise with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to the grantee by reason of such termination.

17. Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise be immune undTitle 51 RCW arising from injury or death of any person or damage to property of which the negligent acts or omissions of Grantee, its agents, servants, officers or employees in performing services under this franchise are the proximate cause. Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise have immunity undTitle 51 RCW arising against the City solely by virtue of the City's ownership or control of the right-of-ways or other public properties, by virtue of Grantee's exercise of the rights granted herein, or by virtue of the City's permitting Grantee's use of the City's right-of-ways or other public property based upon the inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Grantee refuses to accept the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determine that this franchise, or work conducted under authority of this franchise, is subject to **RCW 4.24.115**, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity under Title **51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.**

The provisions of this Section shall survive the expiration or termination of this franchise agreement, for a period of three (3) years.

18. Insurance. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Grantee shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall evidence:

1. Automobile Liability insurance with limits no less than $1,000,000 Combined Single Limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 Combined Single Limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer's Liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of Grantee.

The insurance obtained by Grantee shall name the City, its officers, employees and volunteers as insureds with regard to activities performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance certificate shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be the primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute to it. The insurance certificate required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

19. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, Grantee shall, upon the request of the City, furnish a bond executed by Grantee and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of Grantee's obligations under this franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this franchise, and to repair or replace any defective work or materials discovered in the City's road, streets, or property.

20. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

21. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Grantee

by the City under the provisions of this franchise, then Grantee shall, at the election of the City, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City after a hearing held upon reasonable notice to Grantee. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Grantee to comply with the provisions of this franchise and to recover damages and costs incurred by the City by reason of Grantee's failure to comply.

22. Assignment. This franchise may not be assigned or transferred without the written approval of the City. For purposes hereof, the grant of any security agreement or security interest in the facilities of the Grantee to secure any financing or refinancing, shall constitute an assignment of this franchise for which written approval would be required. In the case of the transfer or assignment as collateral for a mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to the City of any such assignment.

23. Costs of Publication. The cost of the preliminary and/or final publication of this Ordinance and/or its Ordinance Summary shall be borne by Grantee.

24. Acceptance. Not later than five (5) days after passage and publication of this Ordinance, the Grantee must accept the franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the five day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

25. Survival. All of the provisions, conditions and requirements of Sections: 7 Special Construction Standards; 8 Restoration After Construction; 9 Dangerous Conditions; 10 Relocation of Facilities; 11 Abandonment of Grantee's Facilities; and 17 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

26. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

27. Renewal. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is renewed or terminated by the City.

28. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager

City of SeaTac Metromedia Fiber Network Services, Inc.

17900 International Blvd. 360 Hamilton

Suite 401 White Plains, New York 10601

SeaTac, WA 98188

29. Effective Date. This Ordinance shall be in full force and in effect five (5) days after passage and publication.

ADOPTED this 8th day of August, 2000, and signed in authentication thereof on this 8th day of August, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 08/16/00]

ORDINANCE NO. 00-1036

AN ORDINANCE of the City Council of the City of SeaTac, Washington, relating to the State Environmental Policy Act (SEPA) procedures ; making technical and minor amendments to provide a consistent appeal fee, clarifying the SEPA appeal process, and clarifying the SEPA appeeal hearing notification process; and amending Sections 1.20.220, 13.30.110, 13.30.160 through 13.30.180, and Section 15.22.065 of the SeaTac Municipal Code.

WHEREAS, the City of SeaTac provides, in Chapter 13.30 of the SeaTac Municipal Code, procedures and rules to address environmental issues in connection with the State Environmental Policy Act (SEPA); and

WHEREAS, WAC 197-11-680 provides flexibility to local jurisdictions in connection with SEPA appeal proceedings; and

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

WHEREAS, such updates necessarily include SEPA procedures; and

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

WHEREAS, in reviewing the SEPA procedures, certain regulations have been identified as requiring minor amendment ; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to SEPA procedures, has held a public hearing for the purpose of soliciting public comment, and has recommended the amendments and additions for adoption by the Council;

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

Section 1. Section 1.20.220 of the SeaTac Municipal Code is hereby amended to read as follows:

1.20.220 Appeal to Examiner - Notice and content.

All notices of appeal regarding any decision being appealed to the Examiner shall be filed with the City Clerk within ten (10) calendar days from the date of the issuance of such decision together with a filing fee in the amount ~~of fifty dollars ($50.00)~~ specified in the City's Schedule of Fees by resolution of the City Council. All notices of appeal shall state with specificity the decision being appealed and the reasons why the appealed decision should be reversed or modified.

Section 2. Section 13.30.110 of the SeaTac Municipal Code is hereby amended to read as follows:

13.30.110 Timing of Decision on Nonexempt Action

A. For nonexempt actions, the procedural requirements of SEPA, the SEPA rules and this chapter shall be completed prior to the City's issuance of a license, permit, or other approval, and prior to the City committing to a particular course of action, or prior to the City making a decision which would either have adverse environmental impacts, or limit the choice of reasonable alternatives.

B. A final decision on a nonexempt action for which a DNS has been issued or an EIS has been required shall not be made until after expiration of the environmental appeal period~~; or if appealed, shall not be made until the decision on the appeal becomes final.~~ . Notwithstanding the foregoing, a final decision need not be made during pendency of any appeal if deemed appropriate by the City or if an injunction be issued by a court of competent jurisdiction.

Section 3. Section 13.30.160 of the SeaTac Municipal Code is hereby amended to read as follows:

13.30.160 Time Limitation on Appeals

A written notice of appeal identifying the grounds for appeal must be filed with the City Clerk within ten (10) days of the date of issuance of the final threshold determination of significance, final determination of nonsignificance, or final EIS.

A. An appellant intending to offer additional written documentation in support of its position must file any such material with the City Clerk's office within fourteen (14) days of filing the initial appeal.

~~Any party intending to offer a document in support of its position must serve on all parties a notice, accompanied by a copy of the document and the name, address and phone number of its author or maker, at least twenty-one (21) days prior to the hearing date. The notice shall be filed with the Hearing Examiner.~~ Documents not so filed with the City Clerk's office ~~identified by notice and copy~~ shall not be admitted at the time of the hearing.

B. Any party, other than the appellant, wishing to submit written documentation either in support of, or in opposition to, the appeal shall file any written material with the City Clerk's Office within 10 days of publication of the public hearing notice.

~~Any other party may, within ten (10) days prior to the hearing date, serve a written objection to any document proposed to be offered under this section. In the event of objection, admissibility of the document shall be determined by the Hearing Examiner.~~

Section 4. Section 13.30.170 of the SeaTac Municipal Code is hereby amended to read as follows:

13.30.170 Fee to Accompany Notice of Appeal

A fee ~~of fifty dollars ($50.00~~) as specified in the City's Schedule of Fees shall accompany the written notice of appeal and be filed within the appeal period with the City Clerk. No notice of appeal shall be accepted unless accompanied by full payment of the filing fee. This fee shall be utilized to cover publication costs, mailing, and other costs directly associated with the appeal.

Section 5. Section 13.30.180 of the SeaTac Municipal Code is hereby amended to read as follows:

13.30.180 Notice of Hearing

Notice of appeal, timely filed shall be transmitted by the City Clerk to the Hearing Examiner and the SEPA responsible official. The Hearing Examiner shall determine the date, time and place of a public hearing to consider the appeal, and shall notify the parties thereof. The public hearing notice shall be published, posted, and mailed to parties of record, and, if applicable, to adjacent property owners, not less than thirty (30) days prior to the public

hearing.

Section 6. Section 15.22.065 of the SeaTac Municipal Code is hereby amended to read as follows:

15.22.065 Appeal Process

A. **Appeal to the Hearing Examiner – Notice and Content.** All notice of appeal regarding any decision being appealed to the Hearing Examiner shall be filed with the City Clerk within ten (10) calendar days from the date of the issuance of such decision together with a filing fee in the amount ~~of fifty dollars ($50.00)~~ specified in the City's Schedule of Fees or in such other amount as may be specified by resolution of the City Council. All notices of appeal shall state with specificity the decision being appealed and the reasons why the appealed decision should be reversed or modified.

B. **Appeal to City Council – Notice.** Decisions by the Hearing Examiner on cases subject to City Council action may be appealed to the City Council by an aggrieved party by filing a notice of appeal with the City Clerk within fourteen (14) calendar days of the date the Hearing Examiner's written decision is mailed, together with a filing fee in the amount ~~of fifty dollars ($50.00)~~ specified in the City's Schedule of Fees or in such other amount as may be specified by resolution of the City Council. If no appeal is filed within fourteen (14) calendar days, the Hearing Examiner's decision shall be considered as final and conclusive.

C. **Appeal to City Council – Content.** If a notice of appeal has been filed, the appellant shall file written arguments within twenty-one (21) calendar days of the date the Hearing Examiner's written decision is mailed, together with a filing fee in the amount ~~of fifty dollars ($50.00)~~ specified in the City's Schedule of Fees or in such other amount as may be specified by resolution of the City Council. If no appeal is filed within fourteen (14) calendar days, the Hearing Examiner's decision shall be considered as final and conclusive.

A. **Appeal to City Council – Consideration.** Consideration by the City Council of the appeal shall be based upon the record of the Hearing Examiner's public hearing and upon written appeal statements based upon the record; provided the City Council may allow parties a period of time for oral argument based on the record. The Hearing Examiner may conduct a conference with all parties to the appeal for the purpose of clarifying or attempting to resolve certain issues on appeal; provided such conference shall be informal and shall not be part of the public record.

If, after consideration of the record, written appeal statements and any oral argument, City Council may:

1. Affirm the decision of the Hearing Examiner;
2. Determine that an error in fact or procedure may exist or additional information or clarification is desired. The City Council shall then remand the matter back to the Hearing Examiner; or
3. Determine that the recommendation of the Hearing Examiner is based on an error in judgement or conclusion. The City Council may then modify or reverse the decision of the Hearing Examiner with appropriate findings of fact, conclusions of laws and decision.

E. **Appeal to City Council – City Council Action**. The City Council shall take final action by ordinance or resolution on a Hearing Examiner's recommendation on area zoning or on any appeal of a Hearing Examiner's decision, and when so doing, the City Council shall make and enter findings of fact and conclusions from the record which support its action. Said findings

and conclusions shall set forth and demonstrate the manner in which the action is consistent with, carries out, and helps implement objectives and goals of the Comprehensive Plan, the Zoning Code, the Subdivision Code and other official laws, policies and objectives of the City. The City Council may adopt as its own all or portions of the Hearing Examiner's findings and conclusions.

F. **Reconsideration of Final Action.** The City Council may reconsider any action after it has become final if:

1. The action was based in whole or in part on erroneous facts or information;

2. The action, when taken, failed to comply with existing laws or regulations applicable thereto; or

3. An error or procedure occurred which prevented consideration of the interests of persons directly affected by the action.

G. **Review of Final Decisions.**

1. Decisions of the City Council shall be final and conclusive unless within twenty (20) calendar days, or within thirty (30) calendar days for decisions approving or denying plats, from the date of the City Council action an aggrieved person applies for a writ of certiorari from the Superior Court in and for the County of King, State of Washington, for the purpose of review of the action taken; provided, no development or related action may occur during said twenty (20) days, or thirty (30) days for plat approvals, appeal period.

2. Decisions of the Hearing Examiner in cases identified in SMC 15.22.060(J) shall be final and conclusive, unless, within ~~ten (10)~~ thirty (30) days from the effective date of the action, the original applicant or an adverse party makes application to the Superior Court in and for the County of King, State of Washington, for a writ of certiorari, a writ of prohibition, or a writ of mandamus.

3. Notwithstanding the foregoing provisions of this section, final decisions of the City Council relating to matters governed by the State Shorelines Management Act shall be appealed to the State Shorelines Hearing Board as specified in the said Act.

Section 7. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor by July 31, 2000.

Section 8. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 8th day of August, 2000, and signed in authentication thereof on this 8th day of August, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective Date 09/07/00]

G:GROUP\PLANNING\JACK\ORD\SEPA APPEAL ORD 8-8-00

ORDINANCE NO. 00-1037

AN ORDINANCE of the City Council of the City of SeaTac, Washington, relating to the Zoning Code; making technical and minor amendments and additions to allow porches or decks less than 18 inches in height in the side and rear yard setbacks, allows fences in the front yard up to six (6) feet, allows gated pedestrian archways up to eight (8) feet, makes subdivisions subject to the landscaping requirements adjacent to a freeway right-of-way, allows the reduction of the landscape requirement adjacent to a freeway right-of-way, and allows the reduction of the landscape strip between commercial uses and residential zoned properties, amending Sub-Sections C, F, and G of Section 15.13.080, amends Sub-Section B of Section 15.14.020, amends Section 15.14.110 and adds a new Section 15.14.057.

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

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

WHEREAS, in reviewing the Zoning Code, certain development regulations have been identified as requiring definition, clarity, amendment or addition; and

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

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

Section 1. Subsection C of Section 15.13.080 of the SeaTac Municipal Code is hereby amended to read as follows:

15.13.080 C Setbacks – Projections Allowed

C. Uncovered porches and decks not exceeding eighteen (18) inches above the finished grade may project: ~~ten (10) feet into the rear yard setback only;~~

1. Eighteen (18) inches into interior side yard setbacks, and

2. Ten (10) feet into the rear yard setback;

Section 2. Subsection F of Section 15.13.080 of the SeaTac Municipal Code is hereby amended to read as follows:

15.13.080 F Setbacks – Projections Allowed

A. Within residential zone classifications, any fence in the front yard of the lot shall be limited to four (4) feet in height. This limit shall also apply to side yard fences within the first 20 feet of the front property line. Fences along all other side property lines and along rear property boundaries shall be limited to six (6) feet in height ~~along all side and rear property boundaries,~~ except as provided in SMC 13.50.030 (swimming pool fence requirements), or in SMC 15.31.040 (wireless telecommunications facilities). The height limit of a fence along property boundaries is to be measured from existing or finished grade, whichever is the lowest grade on the property boundary.

1. Fence height limits may be exceeded only under the following conditions:

a. When a side or rear yard fence is to be built along a sloping grade, the maximum six (6) foot height may be averaged in ~~six (6) foot~~ stepped segments to allow the fence to follow the natural rise and fall of the slope. However, under no circumstances shall any portion of the fence exceed eight (8) feet above finished grade (see Figure 15.13.080e).

Figure 15.13.080e

FENCE HEIGHT ON A SLOPING GRADE

a. When a front yard fence is to be built along a sloping grade the maximum four (4) foot height may be averaged in ~~six (6) foot~~ stepped segments to allow the fence to follow the natural rise and fall of the slope. However, under no circumstances shall any portion of the fence exceed six (6) feet above finished grade.

c. When a property owner raises the existing grade of a sloping residential lot through the construction of a bulkhead or retaining wall and the addition of fill, then the height of such bulkhead or wall shall not exceed six (6) feet above existing grade. If a new fence is to be placed on top of such a bulkhead or wall, the maximum combined height of the bulkhead or retaining wall and the fence is limited to nine and one half (9 1/2) feet (see Figure 15.13.080f).

Figure 15.13.080f

d. When a bulkhead or retaining wall is used to stabilize an excavation into existing grade on a sloping site, then the height of any such structure is limited to six (6) feet above finished grade, providing, however, that if additional wall height is necessary to retain the fill, then maximum height shall be as established through a grading permit. Any new fence to be placed above a bulkhead or retaining wall permitted to exceed six (6) feet must be set back three (3) feet from the bulkhead or retaining wall along all property lines, and be limited to four (4) feet in height above the top of the bulkhead or retaining wall (see Figure 15.13.080g). The three (3) foot setback area between the bulkhead or retaining wall and a fence shall be landscaped to at least the minimum standard established in SMC 15.14.040(E).

Figure 15.13.080g

a. Single-family and multifamily dwelling units may have fences to a height of six

(6) feet when fronting on a major arterial/highway. Such fences may be stepped as provided in subsection (F)(1)(a) of this section. In all cases, the fence shall have an adequate setback

in order to maintain sight distance requirements established in SMC 15.13.100.*

*Code reviser's note: For additional fence height provisions, see SMC 15.13.090(C).

1. Architectural features (such as trellises and lattice panels) may be added to the top of a permitted fence in the front, side and rear yard setback as long as the following standards are met:

   a. An architectural feature (such as a trellis or lattice panel), which is no more than twelve (12) inches in height, may be added above the six (6) foot height limit in the side and rear yards and four (4) foot height limit in the front yard as long as there remains at least six (6) inches of open space above the top of the fence.

   b. Supports for the architectural feature placed on top of the fence shall be spaced no closer than three (3) feet on centers.

   c. The overall height of the fence, including any architectural features, shall not exceed eight (8) feet in height above finished grade in the side and rear yards and six (6) feet in the front yard (see Figure 15.13.080h).

   3. Wrought iron fences providing clear visibility through the fence shall be allowed to a height of six feet in a front yard and eight feet in a side yard.

Figure 15.13.080h

Section 3. Subsection B of Section 15.14.020 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.020 B Authority and Application

A. The following uses are exempt from the provisions of this chapter:

1. Single-family dwellings;
2. Residential accessory uses; and
3. Subdivisions (except as provided under 15.14.110) and short subdivisions in regard to perimeter and street landscape proportions only.

Section 4. Section 15.14.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.060 Landscaping Standards for Residential, Accessory, Recreational/Cultural Uses

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE USES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
	RESIDENTIAL USES					

001	Single-Family	–	–	–	–	–
001A	Single-Family Attached Dwelling Unit	–	–	–	–	–
002	Duplex	–	–	–	–	–
003	Townhouses	III/20 ft.1	IV/5 ft.	III/10 ft.	II/15 ft.1	Yes (over 3 units)
004	Multi-Family	III/20 ft.1	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
005	Senior Citizen Multi	II/20 ft.	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
006	Manufactured Home	–	–	–	–	–
006A	Mobile Home	–	–	–	–	–
007	Bed and Breakfast/Guesthouse	–	–	–	–	–
008	Community Residential Facility I	–	–	–	–	–
008a	Community Residential Facility II	II/20 ft.	IV/5 ft.	III/5 ft.	I/15 ft.	Yes
008b	Halfway House	II/20 ft.	IV/5 ft.	II/10 ft.	I/20 ft.	Yes
009	Overnight Shelter	II/20 ft.	IV/5 ft.	II/20 ft.	I/20 ft.	Yes
010	Convalescent Center/Nursing Home	II/20 ft.	IV/5 ft.	II/15 ft.	–	Yes
011	Mobile Home Park	II/20 ft.	–	I/20 ft.	–	–
013	College Dormitory	IV/10 ft.	–	IV/5 ft.	II/10 ft.	Yes
	ACCESSORY USES					
018	Home Occupation	–	–	–	–	–
019	Shed/Garage	–	–	–	–	–
	RECREATIONAL/CULTURAL USES					
022	Community Center	II/10 ft.	–	–	–	Yes
023	Golf Course	–	–	–	–	Yes
024	Theater	II/20 ft.	–	I/5 ft.	I/20 ft. (SF)	Yes
025	Drive-In Theater	IV/20 ft.	–	I/5 ft.	I/20 ft. (SF)	Yes
026	Stadium/Arena	IV/20 ft.	III/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
027	Amusement Park	IV/20 ft.	III/5 ft.	II/5 ft.	I/20 ft. (SF)	Yes
028	Library	IV/10 ft.	–	II/5 ft.	–	Yes
029	Museum	IV/10 ft.	–	II/10 ft.	–	Yes
030	Conference/ Convention Center	IV/10 ft.	IV/5 ft.	I/5 ft.	I/20 ft. (SF)	Yes
031	Cemetery	IV/20 ft.	–	–	–	–
032	Private/Public Stable	–	–	–	–	–
033	Park	–	–	–	–	–
034	Church	IV/10 ft.	–	–	I/10 ft.	Yes
035	Church Accessory	IV/10 ft.	–	–	I/10 ft.	Yes
036	Recreational Center	IV/10 ft.	IV/5 ft.	IV/5 ft.	II/10 ft.	Yes
036.5	Health Club	IV/10 ft.	IV/5 ft.	III/5 ft.	I/10 ft.	Yes
037	Arcade (Games/Food)	IV/10 ft.	–	IV/5 ft.	II/10 ft.	Yes

* See SMC 15.14.090.

1Pursuant to the Interim Design Standards for Multi-Family Housing, Chapter 15.19 SMC.

(SF) Adjacent to single-family ~~uses~~ zones for buffering purposes (See Section 15.14.057).

Section 5. Section 15.14.060 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.060 Landscaping Standards for General, Educational and Health Services Uses

Section 4. Section 15.14.110 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.110 Landscaping Adjacent to Freeway Rights-of-Way

A. Residential Development

1. Except as exempt under 15.14.020 B, a minimum of twenty-five (25) feet of Type I landscaping shall be provided within all multifamily residential developments and residential subdivisions adjacent to freeway rights-of-way or adjoining frontage roads.

2. This requirement may be reduced to ten (10) feet of Type I landscaping with construction of an approved sound wall comparable to the type installed by the Department of Transportation along freeway rights-of-way.

B. Commercial Development

All commercial development shall provide a minimum of ten feet (10) feet of Type I landscaping adjacent to freeway rights-of-way or adjoining frontage roads.

Section 6. A new Subsection G to Section 15.13.080 is hereby added to the SeaTac Municipal Code to read as follows:

15.13.080 G Setbacks – Projections Allowed

A. Gated pedestrian archways are allowed, to a maximum height of eight (8) feet and a maximum width of 5 feet.

Section 7. A new Section 15.14.057 is hereby added to the SeaTac Municipal Code, to read as follows:

15.14.057 Side/Rear Buffer Landscaping for Noncompatible Uses

Landscape buffers shall be required where uses considered to be noncompatible with residential develop adjacent to residentially zoned property, as described below.

A. Where noncompatible uses develop adjacent to property that is zoned residential and has a matching residential Comprehensive Plan Designation, the landscape buffers noted in Section 15.14.060, "Side/Rear Buffer for Non-compatible Uses" shall apply as listed.

B. Where noncompatible uses develop adjacent to property that is zoned residential and has a nonresidential or high density residential potential zone that is compatible with the zone where the development is proposed, then the Landscape buffers as listed in the "Side/Rear Buffer for Non-compatible Uses" column of Section 15.14.060 may be reduced to ten feet (10') of Type I landscaping. This does not apply to any phasing areas as indentified in the SeaTac Comprehensive Plan "Land Use Phasing Map".

C. For the purposes of this section, Hotel/Motel and associated uses shall be considered a commercial use, and Mobile/Manufactured Home Parks shall be considered a single-family residential use.

Section 8. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor by July 31, 2000.

Section 9. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 8th day of August, 2000, and signed in authentication thereof on this 8th day of August, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective Date 09/07/00]

ORDINANCE NO. 00-1038

AN ORDINANCE of the City Council of the City of SeaTac, Washington, approving and confirming a portion of the final assessment roll for Local Improvement District No. 1 and levying and assessing the amount thereof against the lots, tracts, parcels of land and other property shown on the roll as to Budget Rent-A-Car Systems, Inc. and Highline School District.

WHEREAS, pursuant to Resolution No. 97-025, adopted on September 23, 1997, the City Council declared its intention to order the formation of Local Improvement District No. 1 ("LID No. 1") within the area shown on Exhibit "A" to such Resolution for the purpose of the acquisition, design, construction and installation of a four lane arterial street with a center median and turning lane from South 188th Street to South 204th Street, as well as drainage, lighting, landscaping, and other appurtenances for the complete functioning of the improvements;

WHEREAS, a hearing was held on October 14, 1997, after notice as provided by law, and after discussion of the proposed improvements and due consideration thereof and of all objections thereto, the Council determined, by Ordinance No. 97-1017 to order the local improvements and to create LID No. 1; and

WHEREAS, notice of the time and place of a hearing before the City Hearing Examiner on the assessment roll and on objections to individual assessments was duly published at and for the time and in the manner provided by law, fixing the time and place of hearing thereon for the 6th day of December, 1999, at the hour of 4:00 p.m. at Valley Ridge Community Center, located at 4644 S. 188th Street, SeaTac, Washington, and further notice was duly mailed by the City Clerk to each property owner on the roll; and

WHEREAS, the City Hearing Examiner prepared and filed with the City Clerk Findings of Fact, Conclusions of Law, and Recommendation; and

WHEREAS, on December 14, 1999, the Council adopted Ordinance No. 99-1048, confirming the final assessment roll for LID No. 1; and

WHEREAS, three separate lawsuits were filed challenging the validity of certain local improvement district assessments by Alaska Airlines, Inc. ("Alaska"), Budget Rent-A-Car Systems, Inc. ("Budget"), and Highline School District No. 401 ("Highline"); and

WHEREAS, on April 26, 2000, Judge Cody ordered that pursuant to RCW 35.44.250 the LID assessments levied by the City against Alaska, Budget and Highline are nullified and that SeaTac Ordinance No. 99-1048 is null and void as to these properties; and

WHEREAS, the assessment roll for the properties owned by Alaska, Budget and Highline in LID No. 1 has been filed with the City Clerk; and

WHEREAS, notice of the time and place of a hearing before the City Hearing Examiner on the assessment roll and on objections to individual assessments was duly published at and for the time and in the manner provided by law, fixing the time and place of hearing thereon for the 20th day of June, 2000, at the hour of 4:00 p.m. located at 17900 International Boulevard, Suite 401, SeaTac, Washington 98188, and further notice was duly mailed by the City Clerk to each property owner on the roll, namely: Budget, Alaska and Highline; and

WHEREAS, the City has reached an agreement with Budget and Highline;

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

follows:

Section 1. The Council, sitting as a board of equalization, and having considered the record hereby confirms the final assessment roll as to Highline and Budget as follows:

Parcel No.	Property Owners	Final Assessment Amount
267	Highline	$657,118.66
125	Budget	$ 66,200.00

Section 2. The City Clerk is hereby directed to place in the hands of the City Finance Director for collection the final assessment roll for LID No. 1 as it relates to parcel numbers 267 and 125. Upon such placement, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The lien shall be paramount and superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 3. Upon receipt of the roll, the City Finance Director is hereby directed to publish notice at the times and in the manner required by RCW 35.49.010, stating that the roll is in her hands for collection and that such assessments or any portion thereof may be paid to the City at any time within 30 days from the date of the first publication of such notice, without penalty, interest or costs.

Section 4. The amount of any assessment, or any portion thereof, against property in LID No. 1 owned by Budget or Highline not paid within the 30-day period from the date of the first publication of the City Finance Director's notice shall be payable in fifteen (15) equal annual installments, together with interest on the diminishing principal balance thereof at a rate of ½% per annum higher than the interest rate of the bonds sold in LID No. 1. Interest shall commence on the 30th day following first publication of such notice. The first installment shall become due and payable one year from the expiration of the 30-day prepayment period. Annual installments, including interest and any penalty, shall be paid in full when due, and no partial payments shall be accepted by the Finance Director of the City.

Section 5. Any installment not paid when due shall thereupon become delinquent. All delinquent installments shall be subject to a penalty equal to 12% per annum of the amount of the installment, including interest, from the date of the delinquency until paid.

Section 6. The lien of any assessment may be discharged at any time after the 30-day prepayment period by payment of the entire principal amount of the assessment remaining unpaid together with interest thereon to the due date of the next installment.

Section 7. Except as to the property owned by Budget and Highline, Ordinance No. 99-1048 is hereby ratified.

Section 8. If any one or more of the provisions of this Ordinance shall be declared by a court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9. This Ordinance shall be in full force and effect five (5) days after passage and publication.

ADOPTED this 8th day of August , 2000, and signed in authentication thereof on this 8th day of August , 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 08/16/00]

ORDINANCE NO. 00-1039

AN ORDINANCE of the City Council of the City of SeaTac, Washington vacating certain streets, alleys, and rights-of-way abutted on both sides by Port of Seattle property.

WHEREAS, the Port of Seattle has previously requested vacation of certain City rights-of-way within territory which has been acquired by the Port for Sea-Tac International Airport purposes; and

WHEREAS, Article 9 of Exhibit C to the Interlocal Agreement between the City and the Port, entered into on September 4, 1997, provides for vacation of certain enumerated rights-of-way; and

WHEREAS, SMC 11.05.090 adopts the street vacation procedures of Chapter 35.79 RCW and

WHEREAS, RCW 35.79.010 authorizes the City Council to initiate such street vacation procedures by resolution and further requires setting of a public hearing and date for council action which was, in this case, established by Resolution No. 00-015 fixing the public hearing for August 8, 2000, to be followed by Council action; and

WHEREAS, no apparent municipal use of the said rights-of way continues to exist, but the Port has reason to convert the rights-of-way to airport related purposes; and

WHEREAS, no objections to vacation were filed by any abutting property owners prior to the hearing, and the Council finding that no person has demonstrated special injury due to substantial impairment of access to such person's property; and

WHEREAS, the Council finds that vacation of the aforesaid rights-of-way, as legally described on Exhibit A and as depicted on the maps marked Exhibit B, to this Ordinance, is in the public interest;

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

Section 1. Vacation of Rights-of-Way. Those rights-of-way and portions of rights-of-way legally described on Exhibit A to this Ordinance, and depicted on the maps marked Exhibit B to this Ordinance, within the City of SeaTac, are hereby vacated, subject to payment pursuant to Section 3, below.

Section 2. Reservation of Easements. Notwithstanding Section 1 of this Ordinance, all existing utility easements located within the said rights-of-way are reserved until release by the Grantees thereof.

Section 3. Compensation Required. The Port of Seattle, which is the sole abutting landowner on both sides of the aforesaid rights-of-way shall compensate the City in an amount equal to one-half of the appraised value of the total areas so vacated, pursuant to law, which has been determined to be the sum of $867,868.50.

Section 4. Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 5. Recordation. The City Clerk shall cause a certified copy of this Ordinance to be recorded in the records of the King County Recorder.

Section 6. Effective Date. This Ordinance shall be in full force and effect upon receipt of the compensation required by Section 3 of this Ordinance, but in no event sooner than thirty (30) days after passage.

ADOPTED this 8th day of August , 2000, and signed in authentication thereof on this 8th day of August , 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date:]

ORDINANCE NO. 00-1040

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Section 2.10.130 of the SeaTac Municipal Code relating to appointment of Judges Pro Tempore.

WHEREAS, Section 2.10.130 of the SeaTac Municipal Code provides, in accordance with pre-existing state law, for appointment by the City Manager of Judges Pro Tempore (Judges Pro Tem); and

WHEREAS, the State Legislature, during the 2000 Legislative Session, amended RCW 3.50.090 to require that Judges Pro Tem be appointed by the presiding Municipal Court Judge; and

WHEREAS, the aforesaid legislative action further requires Judges Pro Tem to subscribe and file an oath in the form taken by the duly appointed Municipal Court Judge; and

WHEREAS, inasmuch as the said change to state law became effective on June 8, 2000, the Council finds it appropriate to confirm and ratify appointment by the Municipal Court Judge of Judges Pro Tem from June 8, 2000 until the effective date of this Ordinance;

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

Section 1. Section 2.10.130 of the SeaTac Municipal Code is hereby amended to read as follows:

2.10.130 Judges pro tem.

The ~~City Manager~~ Municipal Court Judge shall, in writing, appoint judges pro tem who shall ~~act~~ serve in the absence or disability of the regular Judge of the Municipal Court ~~or~~ , subsequent to the filing of an affidavit of prejudice, or when the administration of justice and the accomplishment of the work of the court make it necessary. ~~The City Manager may consult with and accept recommendations of the regular judge prior to making such appointments.~~ The judges pro tem shall be qualified to hold the position of judge of the Municipal Court as provided herein. Before entering upon judicial duties, each judge pro tem shall take, subscribe, and file an oath in the same form as that of the duly appointed Municipal Judge, and thereafter shall have all of the powers of the appointed Municipal Judge. The judges pro tem shall receive such compensation as is received, on an hourly basis, by the Municipal Judge, or as otherwise fixed by resolution or ordinance. ~~The term of the appointment shall be specified in writing.~~

Section 2. As a non-codified Section of this Ordinance, it is hereby declared as follows:

All prior appointments of Judges Pro Tempore by the City Manager, and all prior appointments of Judges Pro Tempore from June 8, 2000 to the effective date of this Ordinance, and all judicial actions of such Judges Pro Tempore are hereby ratified and confirmed.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 15th day of August, 2000, and signed in authentication thereof on this 15th day of August, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 09/14/00]

ORDINANCE NO. 00-1041

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget for a consultant contract for Angle Lake Park Phase II.

WHEREAS, the City Council has reviewed Agenda Bill #1832 submitted by the Parks and Recreation Department and has authorized the execution of a consultant contract to prepare construction drawings for Angle Lake Park Phase II; and

WHEREAS, this Council action requires additional appropriation authority;

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

Section 1. The 2000 Annual City Budget shall be amended to increase General Fund expenditures by $41,900 (BARS 001.000.10.594.76.63.119).

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

ADOPTED this 12th day of September, 2000, and signed in authentication thereof on this the 12th day of September, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 09/20/00]

ORDINANCE NO. 00-1042

AN ORDINANCE of the City Council of the City of SeaTac, Washington, relating to the City Code and amending SeaTac Municipal Code (SMC) Chapter 5.05 regarding Business Licenses and Regulations.

WHEREAS, the current SeaTac Municipal Code Chapter 5.05 establishes a tax year for City business licenses of January 1 through December 31; and

WHEREAS, it has been determined that a change in the tax year would be of benefit to both City staff and businesses operating within the City; and

WHEREAS, a recommendation has been made to change the business license tax year to April 1 through March 31; and

WHEREAS, this change will have no budgetary impact nor any change in the annual business licensing fees; and

WHEREAS, a change in the tax year can be accomplished by establishing one 15-month tax year to run from January 1, 2001, through March 31, 2002, with annual renewals occurring each March beginning in 2002; and

WHEREAS, the Finance Committee of the Council has considered this change and recommends its approval;

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

Section 1. Section 5.05.010 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.010 Definitions.

For purposes of this chapter, the following definitions shall apply:

A. "Business" includes all activities engaged in with the object of gain, benefit, or advantage, directly or indirectly. The term "business" shall specifically include the letting for rent or lease for residential occupancy on a month-to-month basis, or longer term, of any single-family structure, any multi-family structure containing more than one (1) dwelling unit, or spaces within a mobile home park.

B. "Person" means any individual, corporation, company, firm, joint stock company, copartnership, joint venture, trust, business trust, club, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, receiver, administrator, executor, assignee, or trustee in bankruptcy.

C. "Tax year" means the calendar year commencing January 01 and ending on December 31 twelve-month period commencing April 1 and ending on the following March 31.

Section 2. Section 5.05.110 of the SeaTac Municipal Code is hereby amended to read as follows:

Section 5.05.110 Term of License.

All business licenses shall be effective for the tax year of issuance. Licenses issued during a given tax year shall be effective from the date of issue until December 31 March 31 of the same tax year. Unless

renewed, as provided in this chapter, each such business license shall expire and be of no force or effect on January 1 April 1 of the ensuing tax year, unless sooner revoked as provided in this chapter.

Section 3. Section 5.05.130 of the SeaTac Municipal Code is hereby amended to read as follows:

Section 5.01.130 Renewal of License.

All business licenses shall be renewed on or before January 1 April 1 of the tax year of issuance, if the business is to be continued. Application for renewal shall be made on forms prescribed by the City Manager, or designee. Each application for renewal shall be accompanied by the license renewal fee for the ensuing tax year as prescribed by an annual resolution of the City Council establishing fees and charges. Applications for renewal shall be processed by the City commencing on November 1 March 1 of each tax year for the ensuing tax year.

Section 4. Section 5.05.140 of the SeaTac Municipal Code is hereby amended to read as follows:

Section 5.05.140 Penalty for late application.

Any applicant or licensee who shall fail to make application for an original business license, or for renewal of an existing business license, prior to January 31 April 30 of the applicable tax year, shall be subject to a penalty, computed as follows, which shall be added to the prescribed fee:

A. Delinquent from one (1) to fifteen (15) days, inclusive: a penalty of five percent (5%) of the prescribed fee or five dollars ($5.00), whichever is greater.

B. Delinquent from sixteen (16) to thirty (30) days, inclusive: a penalty of ten percent (10%) of the prescribed fee or ten dollars ($10.00), whichever is greater.

C. Delinquent from thirty-one (31) to forty-five (45) days, inclusive: a penalty of fifteen percent (15%) of the prescribed fee or fifteen dollars ($15.00), whichever is greater.

D. Delinquent from forty-six (46) to sixty (60) days, inclusive: a penalty of twenty percent (20%) of the prescribed fee or twenty dollars ($20.00), whichever is greater.

E. Delinquent for more than sixty (60) days: a penalty equal to one hundred percent (100%) of the prescribed license fee.

Section 5. Section 5.05.280 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.280 Novelty amusement devices.

The following listed sections of Chapter 6.04 King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" shall refer to the City Manager, or designee, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.04.010 Definitions.

6.04.020 License required - Operation near schools prohibited

6.04.030 Operation without licenses prohibited.

6.04.040 License fee, except that the fee, commencing in 1991, shall be established by resolution of the City Council and the fee shall be payable on April 1 of each year.

6.04.060 Novelty amusement device vendor's license.

6.04.070 Application procedure.

6.04.090 Financial interest prohibited.

6.04.100 Denial of licenses.

6.04.110 Suspension or revocation of licenses.

(Ord. 95-1012 § 1: Ord. 90-1039 § 28)

Section 6. Section 5.05.360 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.360 Junk dealers.

The following listed sections of Chapter 6.36 King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" (for the purposes of this section) shall refer to the City's Director of Finance, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.36.010 License required.

6.36.020 Definitions.

6.36.030 License fee, except that the fee, commencing in 1991, shall be established by resolution of the City Council., fees shall be payable on April 1 of each year, and proration of fees is provided for in Section 5.05.080.

6.36.040 Application for license.

6.36.060 Personal property tax return.

6.36.070 Vehicle markings.

6.36.080 Records required.

6.36.090 Compliance required.

6.36.100 Records and articles to be available for inspection.

6.36.110 Seller to give true name.

6.36.120 Certain transactions prohibited.

6.36.130 No sale within ten days.

6.36.140 Police officers to be admitted.

(Ord. 90-1067 § 7: Ord. 90-1039 § 36)

Section 7. Section 5.05.370 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.370 Massage parlors and public bath houses.

The following listed sections of Chapter 6.40 King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" shall refer to the City Manager, or designee, the words "King County fire marshal" shall refer to the City's Fire Chief, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.40.010 Definitions.

6.40.030 License required.

6.40.040 License application and issuance.

6.40.050 Standards for denial of license.

6.40.060 Expiration of license - Due date for license fees., except that licenses expire on March 31 of each year.

6.40.070 License fees, except that the fee, commencing in 1991, shall be established by resolution of the City Council, and late penalties shall be as prescribed at Section 5.05.140.

6.40.080 Requirements for licensing/operation.

6.40.090 Transfer of licenses and change of location.

6.40.100 Safety and sanitation.

6.40.110 Standards of conduct.

6.40.120 Standards for suspension or revocation of license.

6.40.130 Violation - Penalties.

(Ord. 95-1012 § 1: Ord. 90-1067 § 8: Ord. 90-1039 § 37)

Section 8. Section 5.05.380, titled Music Machines, of the SeaTac Municipal Code is hereby repealed.

Section 9. Section 5.05.400 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.400 Pawnbrokers.

The following listed sections of Chapter 6.56 King County Code as now in effect, and as may be subsequently amended, are adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" shall refer to the City Manager, or designee, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.56.010 License required.

6.56.020 Pawnbroker and pawnshop defined.

6.56.030 License fee, except that the fee, commencing in 1991, shall be established by resolution of the

City Council., fees shall be payable on March 31 preceding the year for which the license is issued, and proration of fees is provided for in Section 5.05.080.

6.56.040 Application for license.

6.56.050 Personal property tax return.

6.56.080 Records required.

6.56.090 Compliance required.

6.56.100 Transcript to be furnished.

6.56.110 Records and articles to be available for inspection.

6.56.120 Seller or consignee to give true name and address.

6.56.130 Authorized rate of interest - Penalty for violation.

6.56.140 Prima facie evidence of violation.

6.56.150 Period of redemption.

6.56.160 Certain transaction prohibited.

6.56.170 Pawnshop to be closed during certain hours.

It is provided, however, that no pawnbroker's license shall be issued which would increase the number of holders of such licenses to more than one (1) for every 15,000 of population or fractional part thereof, according to the last preceding federal census, provided that this population limitation shall not operate to prohibit the licensing of any pawnbroker duly licensed prior to the enactment of this chapter, if such pawnbroker is otherwise duly qualified. (Ord. 95-1012 § 1: Ord. 92-1032 § 1: Ord. 90-1067 § 11: Ord. 90-1039 § 40)

Section 10. Section 5.05.140 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.410 Secondhand dealers.

The following listed sections of Chapter 6.60 King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" shall refer to the City Manager, or designee, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.60.010 License required.

6.60.020 Secondhand dealer and secondhand goods defined.

6.60.030 License fee, except that the fee, commencing in 1991, shall be established by resolution of the City Council., fees shall be payable on March 31 preceding the year for which the license is issued, and proration of fees is provided for in Section 5.05.080.

6.60.040 Application for a license.

6.60.050 Renewal of license, registration or permit - Late penalty.

6.60.060 Personal property tax return.

6.60.070 More than one shop - Change of location.

6.60.080 Records required.

6.60.090 Compliance required.

6.60.100 Transcript to be furnished.

6.60.110 Records and articles to be available for inspection.

6.60.120 Seller to give true name and address.

6.20.130 No sale within ten days.

6.60.140 Certain transactions prohibited.

Ord. 95-1012 § 1: Ord. 90-1067 § 12: Ord. 90-1039 § 41)

Section 11. Section 5.05.420 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.420 Theaters.

The following listed sections of Chapter 6.68 King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" shall refer to the City Manager, or designee, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.68.010 License required.

6.68.020 License fee - Term, except that the fee, commencing in 1991, shall be established by resolution of the City Council, and the term shall commence January 01 and end December 31 April 1 and end March 31 of each year.

6.68.030 Transferring of license.

6.68.050 Application for license.

(Ord. 95-1012 § 1: Ord. 90-1067 § 13: Ord. 90-1039 § 42)

Section 12. Section 5.05.430 of the SeaTac Municipal Code is hereby amended to read as follows:

5.05.430 Tobacco vending machines.

The following listed sections of Chapter 6.72 King County Code as now in effect, and as may be subsequently amended, are hereby adopted by reference, except that, unless the context indicates otherwise, the words "County" or "King County", and references to occurrences within the geographic boundaries of "King County outside the limits of incorporated cities and towns" shall refer to the City and its geographic boundaries, the word "director" shall refer to the City Manager, or designee, and that the penalties for late payment of license fees shall be as prescribed at Section 5.05.140.

6.72.010 Definitions - Legislative intent.

6.72.020 Operator's license required, except that the fee, commencing in 1991, shall be established by resolution of the City Council - Definitions.

6.72.030 Application for operator's license - Prohibition.

6.72.040 Machine license required, except that the fee, commencing in 1991, shall be established by resolution of the City Council – Identification required.

6.72.050 Machine identification - Application for license – License required.

6.72.060 Establishment of ownership - Sanctions.

6.72.070 Vendor's license, except that the fee, commencing in 1991, shall be established by resolution of the City Council - License application and issuance.

6.72.080 Expiration date, except that the term shall commence on January 01 and shall end on December 31 April 1 and shall end each March 31 of each year - Fee.

6.72.090 Non-transferability.

6.72.100 General regulations - Health warnings required.

6.72.110 Minors - Penalty for minors.

(Ord. 95-1012 § 1: Ord. 90-1067 § 14: Ord. 90-1039 § 43)

Section 13. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 26th day of September, 2000, and signed into authentication thereof on this 26th day of September, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective Date: 10/26/00]

ORDINANCE NO. 00-1043

AN ORDINANCE of the City Council of the City of SeaTac, Washington, approving and confirming the final assessment roll for Local Improvement District No. 1 as to Alaska Airlines, Inc., and levying and assessing the amount thereof against the lots, tracts, parcels of land and other property shown on the said roll.

WHEREAS, pursuant to Resolution No. 97-025, adopted on September 23, 1997, the City Council declared its intention to order the formation of Local Improvement District No. 1 ("LID No. 1") within the area shown on Exhibit "A" to such Resolution for the purpose of the acquisition, design, construction and installation of a four lane arterial street with a center median and turning lane from South 188th Street to South 204th Street, as well as drainage, lighting, landscaping, and other appurtenances for the complete functioning of the improvements;

WHEREAS, a hearing was held on October 14, 1997, after notice as provided by law, and after discussion of the proposed improvements and due consideration thereof and of all objections thereto, the Council determined, by Ordinance No. 97-1017 to order the local improvements and to create LID No. 1; and

WHEREAS, notice of the time and place of a hearing before the City Hearing Examiner on the assessment roll and on objections to individual assessments was duly published in the manner provided by law, fixing the time and place of hearing thereon for the 6th day of December, 1999, at the hour of 4:00 p.m. at Valley Ridge Community Center, located at 4644 S. 188th Street, SeaTac, Washington, and further notice was duly mailed by the City Clerk to each property owner on the roll; and

WHEREAS, the City Hearing Examiner prepared and filed with the City Clerk Findings of Fact, Conclusions of Law, and Recommendation; and

WHEREAS, on December 14, 1999, the Council adopted Ordinance No. 99-1048, confirming the final assessment roll for LID No. 1; and

WHEREAS, three separate lawsuits were filed with the King County Superior Court challenging the validity of certain local improvement district assessments by Alaska Airlines, Inc. ("Alaska"), Budget Rent-A-Car Systems, Inc. ("Budget"), and Highline School District No. 401 ("Highline"); and

WHEREAS, on April 26, 2000, the Court nullified, on procedural grounds, the LID assessments levied against Alaska, Budget and Highline; and

WHEREAS, an assessment roll for the properties owned by Alaska, Budget and Highline in LID No. 1 was thereafter filed with the City Clerk; and

WHEREAS, notice of the time and place of a hearing before the City Hearing Examiner on the assessment roll and on objections of Alaska, Budget and Highline was duly published in the manner provided by law, fixing the time and place of hearing thereon for the 20th day of June, 2000, at the hour of 4:00 p.m. at SeaTac City Hall located at 17900 International Boulevard, Suite 401, SeaTac, Washington 98188, and further notice was duly mailed to each said property owner on the roll, namely; and

WHEREAS, prior to the said hearing, the City reached an agreement settling the objections of Budget and Highline, and Ordinance No. 00-1038, confirming the final assessment roll for LID No. 1 as to Budget and Highline was subsequently adopted; and

WHEREAS, following the said hearing, the City reached agreement settling the objections of Alaska;

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

Section 1. The Council, sitting as a board of equalization, and having considered the record hereby confirms the final assessment roll as to Alaska Airlines, Inc., as follows:

Parcel No.	Property Owner	Final Assessment Amount
140	Alaska Airlines	$220,064.27
220	Alaska Airlines	12,470.32
221	Alaska Airlines	9,346.82
223	Alaska Airlines	12,872.58
224	Alaska Airlines	10,246.01

Total $265,000.00

Section 2. The City Clerk is hereby directed to place in the hands of the City Finance Director for collection the final assessment roll for LID No. 1 as it relates to parcel numbers 140, 220, 221, 223, and 224. Upon such placement, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The lien shall be paramount and superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 3. Upon receipt of the roll, the City Finance Director is hereby directed to publish notice at the times and in the manner required by RCW 35.49.010, stating that the roll is in her hands for collection and that such assessments or any portion thereof may be paid to the City at any time within 30 days from the date of the first publication of such notice, without penalty, interest or costs.

Section 4. The amount of any assessment, or any portion thereof, against property in LID No. 1 owned by Alaska Airlines, Inc. not paid within the 30-day period from the date of the first publication of the City Finance Director's notice shall be payable in fifteen (15) equal annual installments, together with interest on the diminishing principal balance thereof at a rate of one-half (½) of one (1) percent per annum higher than the interest rate of the bonds sold in LID No. 1. Interest shall commence on the thirtieth (30^{th}) day following first publication of such notice. The first installment shall become due and payable one year from the expiration of the thirty (30) day prepayment period. Annual installments, including interest and any penalty, shall be paid in full when due, and no partial payments shall be accepted by the Finance Director of the City.

Section 5. Any installment not paid when due shall thereupon become delinquent. All delinquent installments shall be subject to a penalty equal to twelve (12) percent per annum of the amount of the installment, including interest, from the date of the delinquency until paid.

Section 6. The lien of any assessment may be discharged at any time after the thirty (30) day prepayment period by payment of the entire principal amount of the assessment remaining unpaid together with interest thereon to the due date of the next installment.

Section 7. If any one or more of the provisions of this Ordinance shall be declared by a court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance.

Section 8. This Ordinance shall be in full force and effect five (5) days after passage and publication.

ADOPTED this 26th day of September, 2000, and signed in authentication thereof on this 26th day of September, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 10/04/00]

ORDINANCE NO. 00-1044

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to unlawful public sexual contact and loitering for such purposes and making it a crime to be within any City park or recreation facility in violation of a court order.

WHEREAS, the current SeaTac Municipal Code addresses the crime of unlawful loitering in or about public restrooms in any City park or recreational facility, at Section 2.45.575, in order to prevent acts of misconduct including but not limited to, exhibitionism, solicitation, malicious mischief, or acts of indecent exposure; and

WHEREAS, the City has a vested interest in enforcing such ordinances and other needful regulations to ensure that park and recreation facilities remain available to all citizens without threat of undesirable behaviors at those facilities, and to protect the welfare of its citizens and to maintain the public order; and

WHEREAS, the City Police provided statements that incidents of lewd behavior, indecent exposure, and attempts to obtain, solicit or engage in sexual conduct, are ongoing problems both in and around SeaTac public park restrooms and on other park properties and facilities, including recreation trails; and

WHEREAS, the City Council finds that incidents of such behavior have occurred, and are continuing to occur, in City parks and recreation facilities in violation of City and State law; and

WHEREAS, the City Police have provided information that "Stay Out of Drug Areas" and "Stay Out of Areas of Prostitution" orders have served to reduce the number of crimes involving drugs and prostitution by prohibiting persons charged with or convicted of those crimes from returning to areas where such crimes are known to often occur; and

WHEREAS, prescribing it a crime to be in a City park or recreation facility in violation of a court order prohibiting such presence after arrest for or conviction of a crime related to park loitering, lewd behavior, public indecency, or other unlawful activity would enable law enforcement efforts to more effectively curtail such undesirable behavior; and

WHEREAS, amendments of the SeaTac Municipal Code to define and make criminal public sexual conduct in public places other than parks will further protect our cities from unwanted public behavior;

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

Section 1. Section 2.45.575 of the SeaTac Municipal Code is hereby amended to read as follows:

2.45.575 ~~Unlawful~~ Crimes related to sexual activity and park loitering.

A. Unlawful sexual activity. It is unlawful for any person to engage in any sexual activity prohibited by section 8.05.305 of this code, or to engage in malicious mischief or any other activity prohibited by this chapter in or about a public restroom or bathhouse in any City Park or recreational facility.

B. Unlawful park loitering. It is unlawful for any person to loiter in or about a public restroom or bathhouse in any City park or recreational facility in a manner and under circumstances manifesting the purpose to engage in acts of misconduct including, but not limited to, activity prohibited by section 8.05.305 of this code, or malicious mischief.

C. Violation of Court Order. The presence of any person within a City park or recreation

facility in violation of conditions of release or conditions of suspension or deferral of any sentence imposed by a court pursuant to section 2.45.590 of this code shall constitute a separate crime hereby designated a gross misdemeanor, and any such person may be apprehended and arrested without the necessity for any warrant or additional court order. Upon conviction, any person so violating the conditions of release or conditions of suspension or deferral shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than one (1) year, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both such imprisonment and fine.

D. Designation of City Park and Recreational Facilities.

The following areas within the City are designated to be City parks or recreational facilities: Angle Lake Park, 19408 International Blvd.; Bow Lake Park, South 178th Street at 51st Avenue South; Des Moines Creek Park, South 200th Street in vicinity of 22nd Avenue South; Grandview Park, South 228th Street and Military Road South; McMicken Heights Park, South 166th Street and 40th Avenue South; North SeaTac Park, South 128th Street and 20th Avenue South; Sunset Playfields, 13659 18th Avenue South; Valley Ridge Park, 4644 South 188th Street; and Earthworks Park, South 216th Street at 40th Place.

Section 2. Section 2.45.590 of the SeaTac Municipal Code is hereby amended to read as follows:

2.45.590 Misdemeanors.

A. Any person found guilty of violating any provision of Part IV of this chapter, except section 2.45.575C, is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one thousand dollars ($1,000), or by imprisonment in jail for not more than ninety (90) days, or both.

B. The Court may, as a condition of release, or as a condition of suspension or deferral of any of the aforesaid penalties of this section, issue an order prohibiting the defendant from entering into, or being present in, any City park or recreation facility, during the term of any such condition, suspension, or deferral.

Section 3. A new Section 8.05.305 is hereby added to the SeaTac Municipal Code:

8.05.305 Public sexual contact.

A. The following words and phrases shall have the following definitions for purposes of this code:

1. "Exhibitionism" means exposure of sexual organs in public.

2. "Public sexual contact" means any touching of the sexual or intimate parts of a person done for the purpose of gratifying sexual desire of either party or a third party, in areas open to the public, including City parks and recreational facilities;

3. "Solicitation" means to approach with an offer or request of sexual intercourse or sexual contact;

4. "Voyeurism" means, for purposes of this section and section 2.45.575 of this code, only, the making of "photographs" or "films" or conducting "surveillance" or "views", as those terms are defined in RCW 9A.44.115, which are incorporated

herein by this reference, in a public restroom or bathhouse.

B. It is unlawful for any person to engage in sexual intercourse, public sexual contact, exhibitionism, voyeurism, or indecent exposure in a public restroom or bathhouse, or a place, area, or facility open to public use or open to public view and observation.

C. It is unlawful for any person to engage in solicitation in a public restroom or bathhouse.

D. It is unlawful for any person to loiter in or about a public restroom or bathhouse, or a place, area, or facility open to public use or open to public observation and view in a manner and under circumstances manifesting the purpose to engage in any act in violation of this section.

E. A violation of this section is a misdemeanor.

Section 4. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 26th day of September, 2000, and signed in authentication

thereof on this 26th day of September, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective: 10/26/00]

ORDINANCE NO. 00-1045

AN ORDINANCE OF THE CITY OF SEATAC, WASHINGTON PROVIDING FOR THE ISSUANCE AND SALE OF BONDS OF LOCAL IMPROVEMENT DISTRICT NO. 1 IN THE PRINCIPAL SUM OF $2,871,819, FIXING THE INTEREST RATE ON ASSESSMENTS IN LOCAL IMPROVEMENT DISTRICT NO. 1 AND CREATING A LOCAL IMPROVEMENT DISTRICT GUARANTY FUND.

WHEREAS, by Ordinance No. 97-1017, the Council created Local Improvement District No. 1 (the "District"); and

WHEREAS, the assessment roll in Local Improvement District No. 1 has been confirmed in the manner required by law by Ordinance No. 99-1048, as amended by Ordinance Nos. 00-1038 and 00-1043, in the total amount of $6,882,591.70, of which $4,010,772.70 was paid during the period permitted by law for the payment of assessments without penalty or interest; and

WHEREAS, it is necessary that the City issue Local Improvement District No. 1 Bonds in the amount of $2,871,819, which is equal to the unpaid balance of the assessment roll;

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

Section 1. Definitions. As used in this ordinance the following words shall have the following meanings:

"Assessments" means the assessments levied in LID No. 1 by Ordinance No. 99-1048, as amended by Ordinance Nos. 00-1038 and 00-1043, which assessments are pledged to be paid into the LID Fund, including installments thereof and any interest and penalties due or which may become due thereon.

"Bonds" means the City of SeaTac Local Improvement District No. 1 Bonds, 2000 issued pursuantto this ordinance for the purposes of paying a portion of the costs of the improvements within LID No. 1.

"Bond Register" means the books or records maintained by the Bond Registrar containing the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds owned by each owner or nominee.

"Bond Registrar" means the fiscal agency of the State of Washington in either Seattle, Washington, or New York, New York, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting the transfer of ownership of the Bonds and paying the principal of and interest on the Bonds as the same becomes due and payable.

"City" means the City of SeaTac, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

"Council" means the general legislative body of the City as the same shall be duly and regularly constituted from time to time.

"Guaranty Fund" means the Local Improvement District Guaranty Fund of the City authorized and maintained pursuanto Ch. 35.54 RCW

"LID No. 1" means Local Improvement District No. 1 of the City created by Ordinance No. 97-1017.

"LID Fund" means the LID No. 1 Fund created by Ordinance No. 97-1017.

"NRMSIR" means a nationally recognized municipal securities information repository.

"Rule" means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means a state information depository for the State of Washington (if one is created).

Section 2. Authorization of Bonds. For the purpose of paying a portion of the cost of constructing the improvements in LID No. 1 as ordered by and more fully described in Ordinance No. 97-1017, plus all costs incidental thereto and to the issuance of the Bonds, and to fund the Guaranty Fund, the City shall issue its Local Improvement District No. 1 Bonds, 2000 (the "Bonds") in the aggregate principal amount of $2,871,819.

The Bonds shall be dated October 1, 2000, shall be in fully registered form in the denomination of $5,000 each, except for one Bond in the amount of $6,819, shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for the purposes of identification and control, shall bear interest at the following rates per annum, payable annually beginning June 1, 2001 and annually thereafter on the first day of June of each year, and shall mature June 1, 2017:

Bond Nos.	Amount	Interest Rates
1-28	$ 141,819	5.00%
29-67	195,000	5.10
68-106	195,000	5.15
107-145	195,000	5.20
146-184	195,000	5.30
185-223	195,000	5.40
224-262	195,000	5.50
263-301	195,000	5.60
302-340	195,000	5.65
341-379	195,000	5.75
380-418	195,000	5.85
419-457	195,000	5.95
458-496	195,000	6.05
497-535	195,000	6.15
536-574	195,000	6.20

The Bonds shall be obligations only of the LID Fund and the Local Improvement District Guaranty Fund of the City and shall not be general obligations of the City.

Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be paid by check or draft mailed to registered owners or assigns at the addresses appearing on the Bond Register as of the fifteenth day of the month preceding the interest payment date. Principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the registered owners at the principal offices of the Bond

Registrar. Interest shall be calculated on the basis of a 360-day year consisting of 12 30-day months.

Section 3. Bond Register and Exchange of Bonds. The Bond Register shall be maintained by the Bond Registrar, and shall contain the name and mailing address of the owner or owners of each Bond or nominee of such owner or owners and the principal amount and number of Bonds held by each owner or nominee.

Upon surrender thereof to the Bond Registrar, the Bonds are interchangeable for Bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Such exchange or transfer shall be without cost to the owner or transferee.

Section 4. Redemption. The Bonds shall be redeemed at par in advance of their scheduled maturity, by application of assessments and prepayments thereof, in whole or in part in numerical order, on any interest payment date whenever there shall be sufficient money in the LID Fund, over and above an amount sufficient for the payment of the interest next accruing on all unpaid Bonds. The Bond Registrar shall maintain a system of numbering which shall permit reissued and/or transferred Bonds to be called in accordance with their original number at the time of issuance.

Notice of any such intended redemption shall be given not less than fifteen days nor more than sixty days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the address appearing on the Bond Register. The requirements of this section shall be deemed to be complied with when notice is mailed as herein provided regardless of whether or not it is actually received by the owner of any Bond.

Interest on any Bond so called for redemption shall cease to accrue on the date fixed for redemption unless such Bond so called is not redeemed upon presentation made pursuant to such call.

Section 5. Payment of Assessments and Interest on Assessments. The City has heretofore levied Assessments payable into the LID Fund in the total amount of $6,882,591.70, of which $4,010,772.70 was prepaid prior to the passage of this ordinance and $2,871,819 remains payable into the LID Fund in 15 equal annual installments together with interest and penalties thereon in the manner and at the times specified in Ordinance Nos. 99-1048, 00-1038 and 00-1043 of the City. Assessments in LID No. 1 shall bear interest at the rate of 6.43% per annum, which is .50% higher than the interest rate on the Bonds. Both principal of and interest on the Bonds are payable solely out of the LID Fund and from the Guaranty Fund.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____ $_____

STATE OF WASHINGTON

CITY OF SEATAC

LOCAL IMPROVEMENT DISTRICT NO. 1 BOND, 2000

INTEREST RATE: ____% MATURITY DATE: June 1, 2017

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ Dollars

Laws of Washington 1965-01, Chapter 7, RCW;35.45.070 provides, in part, as follows:

> Neither the holder nor owner of any bond, interest coupon, or warrant issued against a local improvement fund shall have any claim therefor against the city or town by which it is issued, except for payment from the special assessments made for the improvement for which the bond or warrant was issued and except

also for payment from the local improvement guaranty fund of the city or town as to bonds issued after the creation of a local improvement guaranty fund of the city or town. The city or town shall not be liable to the holder or owner of any bond, interest coupon, or warrant for any loss to the local improvement guaranty fund occurring in the lawful operation thereof.

The City of SeaTac, Washington (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, the Principal Amount indicated above and to pay interest thereon from October 1, 2000, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on June 1, 2001, and annually thereafter on the first day of each June. Both principal of and interest on this bond are payable in lawful money of the United States of America. Interest shall be paid by mailing a check or draft to the Registered Owner or assigns at the address shown on the Bond Register as of the 15th day of the month prior to the interest payment date. Principal shall be paid to the Registered Owner or assigns upon presentation and surrender of this bond at the principal office of the fiscal agency of the State of Washington in either Seattle, Washington, or New York, New York (collectively, the "Bond Registrar").

Reference is hereby made to additional provisions of this bond set forth on the reverse side hereof and such additional provisions shall for all purposes have the same effect as if set forth in this space.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance (as hereinafter defined) until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in compliance with the Constitution and laws of the State of Washington and ordinances of the City, and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of SeaTac, Washington, has caused this bond to be signed on behalf of the City with the manual or facsimile signature of its Mayor, to be attested by the manual or facsimile signature of its City Clerk, and the official seal of the City to be impressed or imprinted hereon this 1st day of October, 2000.

CITY OF SEATAC,
WASHINGTON

By

Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Local Improvement District No. 1 Bonds, 2000, of the City of SeaTac.

WASHINGTON STATE
FISCAL AGENCY, Bond
Registrar

By

Authorized Signer

ADDITIONAL BOND PROVISIONS

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, interest rate, and amount in the aggregate principal amount of $2,871,819 issued pursuant to Ordinance No. _____ of the City passed October 10, 2000 (the "Bond Ordinance") to provide the funds necessary for certain improvements within LID No. 1 of the City. The bonds are payable solely from the special fund of the City known as the "Local Improvement District No. 1 Fund" (the "LID Fund") of the City and out of the Local Improvement District Guaranty Fund of the City. The City has irrevocably obligated and bound itself to pay into the LID Fund all assessments levied within LID No. 1.

The bonds of this issue are not general obligations of the City.

The bonds of this issue are subject to redemption at a price of par in advance of their scheduled maturity, in whole, or in part in numerical order, on any interest payment date whenever there shall be sufficient money in the LID Fund to pay the same and all bonds of Local Improvement District No. 1 which mature at such time, over and above an amount sufficient for the payment of the interest next accruing on the unpaid bonds of Local Improvement District No. 1.

Notice of any such intended redemption shall be given not less than fifteen nor more than sixty days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any bond to be redeemed at the address appearing on the Bond Register. The requirements of the Bond Ordinance shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the owner of any bond. Interest on all of such bonds so called for redemption shall cease to accrue on the date fixed for redemption unless such bond or bonds so called for redemption are not redeemed upon presentation made pursuant to such call.

The bonds of this issue are interchangeable for bonds of equal aggregate principal amount and of the same interest rate upon presentation and surrender to the Bond Registrar.

The City hereby covenants and agrees with the owner of this bond that it will keep and perform all the covenants of this bond and of the Bond Ordinance to be by it kept and performed. Reference is hereby made to the Bond Ordinance for the definitions of defined terms used herein.

Reference to the Bond Ordinance and any and all modifications and amendments thereto is made for a description of the nature and extent of the security for the bonds, the funds pledged, and the terms and conditions upon which the bonds are issued.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE

(Please print or typewrite name and address, including zip code, of Transferee)

the within bond and does hereby irrevocably constitute and appoint _____ of _____, or its successor, as Bond Registrar to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____, ____.

SIGNATURE GUARANTEED:

Notice: Signature(s) must be

guaranteed pursuant to law.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - Custodian

(Cust) (Minor)

under Uniform Gifts to Minors Act

(State)

Abbreviations may also be used though not in list above.

Section 7. Execution of Bonds. The Bonds shall be signed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City impressed or imprinted thereon.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be such officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by theCity, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of

the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 8. Bond Registrar. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee. The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient books or records for the registration and transfer of the Bonds which shall at all times be open to inspection by the City. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance.

The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds. The Bond Registrar may become the owner of Bonds with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of owners of the Bonds.

Section 9. Defeasance. In the event that money and/or "Government Obligations" (as now or hereafter defined in RCW;39.53 or its successor statute, if any) maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money if necessary) sufficient to redeem and retire the Bonds or any of them in accordance with their terms are set aside in a special account to effect such redemption or retirement and such money and/or the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the LID Fund for the payment of the principal of and interest on the Bonds so provided for, and the owners of such Bonds shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder.

Section 10. Bonds to Remain Tax Exempt; Nonarbitrage; Special Designation. The City covenants with the owners of the Bonds that it will not use or invest the proceeds of the Bonds or any other funds of the City for any purpose or in any manner or take any other action that would cause the Bonds to be "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, or would result in interest on the Bonds becoming taxable income to the owners thereof under Section 103 of the Internal Revenue Code of 1986, as amended, or any other federal tax legislation that may be enacted into law.

The Bonds are hereby designated as "qualified tax-exempt obligations" pursuant to Section 295-01(B) of the Code.

Section 11. Lost or Destroyed Bonds. In case the Bonds or any of them shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond of like amount, date, and tenor to the registered owner thereof upon the owner paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon his/her filing with the Finance Director of the City and the Bond Registrar evidence satisfactory to said Finance Director and Bond Registrar that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and Bond Registrar with indemnity satisfactory to such Finance Director and Bond Registrar.

Section 12. Sale of Bonds; Official Statement. The sale of the Bonds to Banc of America Securities LLC, Seattle, Washington, at the price and pursuant to the terms and conditions set forth herein and in its offer dated October 10, 2000, is hereby in all respects ratified and confirmed.

The Finance Director and other appropriate officers of the City are authorized and directed to execute and deliver to the underwriter copies of an Official Statement in substantially the form of the Preliminary Official Statement; provided, however, that the Finance Director is authorized to supplement or amend the Preliminary Official Statement as the Finance Director, with the approval of bond counsel to the City, deems necessary or appropriate. The City hereby deems the Preliminary Official Statement as final for purposes of the Rule. The Council approves and authorizes the use of such Official Statement (including any such supplements and amendments thereto) in connection with the public offering and sale of the Bonds by the underwriter.

Section 13. Undertaking to Provide Ongoing Disclosure.

A. Contract/Undertaking. This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule.

B. Financial Statements/Operating Data. The City agrees to provide or cause to be provided to each NRMSIR and to the SID, if any, in each case as designated by the SEC in accordance with the Rule, the following annual financial information and operating data for the prior fiscal year (commencing in 2001 for the fiscal year ended December 31, 2000):

1. Annual financial statements, which statements may or may not be audited, showing ending fund balances for the City's general fund prepared in accordance with the Budget Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW;43.09.200 (or any successor statute);

2. The amount of Assessments paid in the District for the prior fiscal year;

3. The amount of Assessments owed and amount delinquent in the District for the prior fiscal year;

4. The total amount of Assessments outstanding in the District; and

5. The balance in the Guaranty Fund and the amount of outstanding obligations secured by such fund as of the last day of the prior fiscal year.

The information and data described above shall be provided on or before nine months after the end of the City's fiscal year. The City's current fiscal year ends December 31. The City may adjust such fiscal year by providing written notice of the change of fiscal year to each then existing NRMSIR and the SID, if any. In lieu of providing such annual financial information and operating data, the City may cross-reference to other documents provided to the NRMSIR, the SID or to the SEC and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

If not provided as part of the annual financial information discussed above, the City shall provide the City's audited annual financial statement prepared in accordance with the Budget Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW;43.09.200 (or any successor statute) when and if available to each then existing NRMSIR and the SID, if any.

C. Material Events. The City agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers or their failure to perform;

6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;

7. Modifications to the rights of Bond holders;

8. Optional, contingent or unscheduled calls of any Bonds other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Bonds; and

11. Rating changes.

Solely for purposes of disclosure and not intending to modify this undertaking, the City advises that the Bonds are not rated and there is no credit enhancement for the Bonds and the City does not intend to provide notice if property in the District changes ownership or an Assessment is paid unless the City is aware that property has been sold and the Assessment has not been paid and the lien on the property securing the Assessment has been released (which may occur if the property is sold to a non-exempt owner, including the federal government or a housing authority). The only debt service reserve is the City's LID Guaranty Fund.

D. Termination/Modification/Amendments. The City's obligations to provide annual financial information and notices of material events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. This section, or any provision hereof, shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (2) notifies each then existing NRMSIR and the SID, if any, of such opinion and the cancellation of this section.

In the event of any amendment of or waiver of a provision of this Section, the City will describe such amendment in the next annual report, and will include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change will be given in the same manner as for a material event, and (b) the annual report for the year in which the change is made will present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

E. Bond Owner's Remedies Under This Section. The right of any Bondowner or Beneficial Owner of Bonds to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City's obligations hereunder, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds hereunder. For purposes of this section, "Beneficial Owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

Section 14. Guaranty Fund. Pursuant to Chapter 35.54 of the Revised Code of Washington, there is hereby created a fund of the City to be designated as the "City of SeaTac Local Improvement Guaranty Fund" (the "Guaranty Fund") for the purpose of guaranteeing, to the extent of amounts in the Guaranty Fund in the manner provided by law and this ordinance, the payment of local improvement bonds, warrants and notes issued to pay the cost of improvements constructed in all local improvement districts of the City. From the proceeds of the sale of the Bonds, $287,000 shall be deposited into the Guaranty Fund.

The Council shall determine the amount to be deposited into the Guaranty Fund. The tax levy for payment into the Guaranty Fund in any one year shall not exceed the greater of (1) 12% of the outstanding obligations guaranteed by the Fund, or (2) the total amount of delinquent assessments and interest accumulated on the delinquent assessments before the levy as of September 1.

The money held in the Guaranty Fund may be invested in any investments that are permitted for the investment of the City's money, and the interest received from such investments and any surplus remaining in any local improvement district fund after payment of all bonds, notes and warrants payable from such fund and guaranteed by the Guaranty Fund shall be paid into the Guaranty Fund.

Whenever any sum is paid out of the Guaranty Fund on account of the principal or interest on a local improvement bond, note or warrant, the City, as trustee of the Guaranty Fund, shall be subrogated to all the rights of the holder of

the bond or warrant so paid and the proceeds thereof or of the underlying assessment shall become part of the Guaranty Fund.

Warrants drawing interest at a rate established by the issuing officer under the direction of the City Council shall be issued against the Guaranty Fund to meet any liability accruing against it. The warrants so issued shall at no time exceed 5% of the outstanding obligations guaranteed by the Guaranty Fund. As among the several issues of bonds, notes or warrants guaranteed by the Guaranty Fund, no preference shall exist, and defaulted bonds and warrants against local improvement district funds of the City shall be purchased out of the Guaranty Fund in the order of their presentation.

The City shall not be liable to any holder or owner of any bond or warrant guaranteed by the Guaranty Fund for any loss to the Guaranty Fund occurring in the lawful operation thereof.

So much of the money of the Guaranty Fund as is necessary for the purpose of protecting the Guaranty Fund may be used to purchase bonds, notes or warrants guaranteed by the Guaranty Fund, or to purchase certificates of delinquency for general taxes on property subject to local improvement assessments which underlie the bonds, notes or warrants guaranteed by the Guaranty Fund, or to purchase such property at tax foreclosures. The Guaranty Fund shall be subrogated to the rights of the City, and the City, acting on behalf of the Guaranty Fund, may foreclose the lien of general tax certificates of delinquency and purchase the property at the foreclosure sale for the account of the Guaranty Fund. Whenever the Council shall so cause a lien of general tax certificates of delinquency to be foreclosed and the property to be so purchased at a foreclosure sale, the court costs and costs of publication and expenses for clerical work and/or other expenses incidental thereto shall be chargeable to and payable from the Guaranty Fund. After so acquiring title to real property, the City may lease or sell and convey the same at public or private sale for such price and on such terms as may be determined by the City Council and all proceeds resulting from such sales shall belong to and be paid into the Guaranty Fund.

By December 31st of each year, the Finance Director shall transfer to the general fund the amount in the Guaranty Fund that exceeds 10% of the outstanding obligations guaranteed by such fund.

Section 15. Effective Date. This ordinance shall be effective five days after its passage and publication as required by law.

ADOPTED this 10th day of October, 2000, and signed in authentication thereof on this 10th day of October, 2000.

CITY OF SEATAC

By

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to form:

Robert L. McAdams, City Attorney

Effective Date: [October 18, 2000]

CERTIFICATE

I, the undersigned, City Clerk of the City of SeaTac, Washington (the "City") and keeper of the records of the City Council (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the Council (herein called the "Ordinance"), duly passed at a regular meeting thereof held on the 10th day of October, 2000.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of October, 2000.

City Clerk

ORDINANCE NO. 00-1046

AN ORDINANCE of the City Council of the City of SeaTac, Washington declaring public use and necessity for land and property to be condemned as required for the International Boulevard Phase III Improvement Project, and authorizing payment therefore from the City's 307-Transportation CIP Fund.

WHEREAS, the City has been involved in improving International Boulevard (SR 99) and is now prepared to embark upon Phase III which will consist of reconstruction of the Boulevard from South 170th Street northward to South 152nd Street, to include six through-lanes with landscaped median, curbs, gutters, sidewalks, bicycle lanes, storm drainage, utility undergrounding, street lighting, channelization, and signalization; and

WHEREAS, certain lands and properties must be acquired in order to provide the necessary rights-of-way for construction and operation of the aforesaid improvements; and

WHEREAS, efforts are now on-going to acquire the property necessary for this public use by negotiation and agreement; and

WHEREAS, in the event that negotiated acquisition is not fully successful well in advance of the anticipated commencement of construction, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's 307-Transporation Capital Improvement Program (CIP) Fund;

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

Section 1. Acquisition of the properties identified and legally described on Exhibit "A" and generally located on the drawing attached as Exhibit "B", which are incorporated herein by this reference, is necessary to the public use for the City's International Boulevard Phase III Project.

Section 2. The City's Legal Department is hereby authorized to commence condemnation proceedings, pursuant to law.

Section 3. Compensation to be paid to the owners of the aforesaid property, and costs of litigation, shall be paid from the City's 307-Transportation CIP Fund.

Section 4. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 5. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 24th day of October, 2000, and signed in authentication thereof on this 24th day of October, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: November 23, 2000]

ORDINANCE NO. 00-1047

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2000 Annual City Budget for miscellaneous items.

WHEREAS, the City Council has reviewed Agenda Bill #1926 submitted by the Finance and Systems Department, which details certain unanticipated expenditures throughout the year necessitating amendment to the 2000 Budget;

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

Section 1. The 2000 Annual City Budget shall be amended to increase (decrease) the following departmental budgets in the General Fund, with no net impact on the General Fund budget in total:

Non-Departmental $ (9,800)

City Council 19,800

Police Services (10,000)

Section 2. The 2000 Annual City Budget shall be amended to increase the budget of the Equipment Rental Fund by $7,500.

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

ADOPTED this 14th day of November, 2000, and signed in authentication thereof on this the 14th day of November, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 11/22/00]

ORDINANCE NO. 00-1048

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting unto AT&T Corp., a New York Corporation, a nonexclusive franchise to construct, maintain, and operate certain facilities within public right-of-ways and public properties of the City.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate nonexclusive franchises for the use of public streets, right-of-ways, and other public property for public conveyances, for transmission of electrical energy, for transmission of communications, and for gas, steam, fuel, water, and sewer systems; and

WHEREAS, the grant of such franchises requires the approving vote of at least a majority of the entire City Council; and

WHEREAS, the Council finds that the grant of the franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public;

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

The City of SeaTac, a Washington municipal corporation (hereinafter the "City"), hereby grants unto AT&T, Corp., a corporation organized under the laws of the State of New York (hereinafter "Grantee"), a franchise for a period of fifteen (15) years, beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace, and use all necessary equipment and facilities for a communications system, in, under, on, across, over, through, along or below the public right-of-ways and public places located in the City of SeaTac, as approved under City permits issued pursuant to this franchise.

1. Non-Exclusivity. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along or below any right-of-ways, streets, avenues and all other public lands and properties of every type and description. This and other franchises shall, in no way, prevent or prohibit the City from using any of its right-of-ways, roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new right-of-ways, streets, avenues, thoroughfares and other public properties of every type and description.

2. Right-of-Way Permits Required. Whenever Grantee shall excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so, together with detailed plans and specifications showing the position, depth, and location of all such facilities in relation to existing City right-of-ways, roads, streets, or other City property, hereinafter collectively referred to as the "Plans". In no case shall any work commence within any public right-of-way or other public property without a valid permit. The Grantee shall, prior to commencing permitted work, give the City not less than two (2) full working days notice thereof. The facilities shall be installed or constructed in exact conformity with said Plans except in instances in which deviation may be allowed by the City, in writing, in response to written application by Grantee. The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. During the progress of the work, Grantee shall not unnecessarily obstruct the passage or proper use of the right-of-ways. Grantee shall file as-built plans and maps with the City showing the final location of the facilities. All restoration of right-of-ways, roads, streets and the surface of other public property shall be in conformance with City standards, and conditions of the permit.

3. Emergency Work. In the event of any emergency in which any of Grantee's facilities break, are damaged, or if Grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, Grantee shall immediately inform the City permitting authority of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the City is open for business.

4. Inspections and Fees. All work performed by Grantee shall be subject to inspection by and approval of the City. The Grantee shall reimburse the City for all expenses incurred by the City in the examination, inspection, and approval of Grantee's work. Such reimbursement shall be in addition to any other fees or charges levied by the City.

5. Commencement of Construction, Construction of the facilities contemplated by this franchise shall commence no later than the effective date of this Ordinance, provided that such time limit shall not apply to delays caused by acts of God, strike or other occurrences over which Grantee has no control. No right-of-way use fee shall be imposed at this time. However, at such time as a right-of-way use fee is imposed by City Ordinance, applicable to Grantee, the same will be imposed after sixty (60) days notice from the City to the Grantee.

6. Special Construction Standards. During any period of work relating to Grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public right-of-ways and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property. Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, conditions of permits, and laws and regulations of the State of Washington, specifically including **RCW 39.04.180** for the construction of trench safety systems.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the Grantee; and (2) such joint use shall not adversely affect Grantee's facilities or safety thereof. When deemed appropriate by the City, ,joint users may be required to contribute to the costs of excavation and filling.

7. Restoration After Construction. Grantee shall, after abandonment approved under Section 10 herein, or any other installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition that the same was in immediately prior to any such work. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the franchise area or other affected area at its sole cost and expense.

8. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining right-of-way, road, street or other public place, or endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary safety precautions; and Grantee shall be liable to the City for all costs and expenses thereof.

9. Relocation of Facilities. Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of their facilities required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Grantee's then existing facilities, the City shall:

a) At least sixty (60) days prior to the commencement of such improvement project, provide Grantee with written notice requiring such relocation; and

b) Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

c) After receipt of such notice and such plans and specification, Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the improvement project at least ten (10) days prior to commencement of the project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its facilities as otherwise provided in this Section.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

10. Abandonment of Grantee's Facilities. No facility constructed or owned by Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

11. Grantee's Maps and Records. After construction is complete, and as a condition of this franchise, Grantee shall provide to the City at no cost, a copy of all accurate as-built plans, maps and records.

12. Recovery of Costs. Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Grantee shall pay such costs and expenses directly to the City. In addition to the above, Grantee shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Grantee's facilities.

13. Limitation on Future Work. In the event that Grantor reconstructs a new roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances.

14. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserve the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or

revocation for breach of the conditions herein.

15. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law.

16. Vacation. If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving thirty (30) days written notice to the grantee, terminate this franchise with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to the grantee by reason of such termination.

17. Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise be immune undTitle 51 RCW arising from injury or death of any person or damage to property of which the negligent acts or omissions of Grantee, its agents, servants, officers or employees in performing services under this franchise are the proximate cause. Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise have immunity undTitle 51 RCW arising against the City solely by virtue of the City's ownership or control of the right-of-ways or other public properties, by virtue of Grantee's exercise of the rights granted herein, or by virtue of the City's permitting Grantee's use of the City's right-of-ways or other public property based upon the inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Grantee refuses to accept the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determine that this franchise, or work conducted under authority of this franchise, is subject to **RCW 4.24.115**, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity undTitle **51 RCW, solely for the**

purpose of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this franchise agreement, for a period of three (3) years.

18. Insurance. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Grantee shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall evidence:

1. Automobile Liability insurance with limits no less than $1,000,000 Combined Single Limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 Combined Single Limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer's Liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of Grantee.

The insurance obtained by Grantee shall name the City, its officers, employees and volunteers as insureds with regard to activities performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance certificate shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be the primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute to it. The insurance certificate required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

19. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, Grantee shall, upon the request of the City, furnish a bond executed by Grantee and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of Grantee's obligations under this franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this franchise, and to repair or replace any defective work or materials discovered in the City's road, streets, or property.

20. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

21. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Grantee by the City under the provisions of this franchise, then Grantee shall, at the election of the City, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City after a hearing held upon reasonable notice to Grantee. The City may elect, in lieu of the above and without any prejudice to any of its

other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Grantee to comply with the provisions of this franchise and to recover damages and costs incurred by the City by reason of Grantee's failure to comply.

22. Assignment. This franchise may not be assigned or transferred without the written approval of the City. For purposes hereof, the grant of any security agreement or security interest in the facilities of the Grantee to secure any financing or refinancing, shall constitute an assignment of this franchise for which written approval would be required. In the case of the transfer or assignment as collateral for a mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to the City of any such assignment.

23 Costs of Publication. The cost of the preliminary and/or final publication of this Ordinance and/or its Ordinance Summary shall be borne by Grantee.

24. Acceptance. Not later than five (5) days after passage and publication of this Ordinance, the Grantee must accept the franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the five day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

25. Survival. All of the provisions, conditions and requirements of Sections: 7 Special Construction Standards; 8 Restoration After Construction; 9 Dangerous Conditions; 10 Relocation of Facilities; 11 Abandonment of Grantee's Facilities; and 17 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

26. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

27. Renewal. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is renewed or terminated by the City.

28. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager AT&T, Corp.

City of SeaTac Peggy J. Womack

17900 International Blvd. Manager – Right of Way

Suite 401 Room 163

SeaTac, WA 98188 1200 Peach Tree St., NE,

Atlanta, Georgia 30309

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29. Effective Date. This Ordinance shall be in full force and in effect five (5) days after passage and publication.

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ADOPTED this 14th day of November, 2000, and signed in authentication thereof on this 14th day of November, 2000.

CITY OF SEATAC

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Shirley Thompson, Mayor

ATTEST:

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Judith L. Cary, City Clerk

Approved as to Form:

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Robert L. McAdams, City Attorney

Effective Date: 11/22/00

ORDINANCE NO. 00-1049

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting unto Touch America, Incorporated., a Montana Corporation, a nonexclusive franchise to construct, maintain, and operate certain facilities within public right-of-ways and public properties of the City.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate nonexclusive franchises for the use of public streets, right-of-ways, and other public property for public conveyances, for transmission of electrical energy, for transmission of communications, and for gas, steam, fuel, water, and sewer systems; and

WHEREAS, the grant of such franchises requires the approving vote of at least a majority of the entire City Council; and

WHEREAS, the Council finds that the grant of the franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public;

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

The City of SeaTac, a Washington municipal corporation (hereinafter the "City"), hereby grants unto Touch America, Incorporated, a corporation organized under the laws of the State of New York (hereinafter "Grantee"), a franchise for a period of fifteen (15) years, beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace, and use all necessary equipment and facilities for a communications system, in, under, on, across, over, through, along or below the public right-of-ways and public places located in the City of SeaTac, as approved under City permits issued pursuant to this franchise.

1. Non-Exclusivity. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along or below any right-of-ways, streets, avenues and all other public lands and properties of every type and description. This and other franchises shall, in no way, prevent or prohibit the City from using any of its right-of-ways, roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new right-of-ways, streets, avenues, thoroughfares and other public properties of every type and description.

2. Right-of-Way Permits Required. Whenever Grantee shall excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so, together with detailed plans and specifications showing the position, depth, and location of all such facilities in relation to existing City right-of-ways, roads, streets, or other City property, hereinafter collectively referred to as the "Plans". In no case shall any work commence within any public right-of-way or other public property without a valid permit. The Grantee shall, prior to commencing permitted work, give the City not less than two (2) full working days notice thereof. The facilities shall be installed or constructed in exact conformity with said Plans except in instances in which deviation may be allowed by the City, in writing, in response to written application by Grantee. The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. During the progress of the work, Grantee shall not unnecessarily obstruct the passage or proper use of the right-of-ways. Grantee shall file as-built plans and maps with the City showing the final location of the facilities. All

restoration of right-of-ways, roads, streets and the surface of other public property shall be in conformance with City standards, and conditions of the permit.

3. Emergency Work. In the event of any emergency in which any of Grantee's facilities break, are damaged, or if Grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, Grantee shall immediately inform the City permitting authority of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the City is open for business.

4. Inspections and Fees. All work performed by Grantee shall be subject to inspection by and approval of the City. The Grantee shall reimburse the City for all expenses incurred by the City in the examination, inspection, and approval of Grantee's work. Such reimbursement shall be in addition to any other fees or charges levied by the City.

5. Commencement of Construction, Construction of the facilities contemplated by this franchise shall commence no later than the effective date of this Ordinance, provided that such time limit shall not apply to delays caused by acts of God, strike or other occurrences over which Grantee has no control. No right-of-way use fee shall be imposed at this time. However, at such time as a right-of-way use fee is imposed by City Ordinance, applicable to Grantee, the same will be imposed after sixty (60) days notice from the City to the Grantee.

6. Special Construction Standards. During any period of work relating to Grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public right-of-ways and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property. Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, conditions of permits, and laws and regulations of the State of Washington, specifically including **RCW 39.04.180** for the construction of trench safety systems.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the Grantee; and (2) such joint use shall not adversely affect Grantee's facilities or safety thereof. When deemed appropriate by the City, ,joint users may be required to contribute to the costs of excavation and filling.

7. Restoration After Construction. Grantee shall, after abandonment approved under Section 10 herein, or any other installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition that the same was in immediately prior to any such work. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the franchise area or other affected area at its sole cost and expense.

8. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining right-of-way, road, street or other public place, or endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property

and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary safety precautions; and Grantee shall be liable to the City for all costs and expenses thereof.

9. Relocation of Facilities. Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of their facilities required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Grantee's then existing facilities, the City shall:

a) At least sixty (60) days prior to the commencement of such improvement project, provide Grantee with written notice requiring such relocation; and

b) Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

c) After receipt of such notice and such plans and specification, Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the improvement project at least ten (10) days prior to commencement of the project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its facilities as otherwise provided in this Section.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

10. Abandonment of Grantee's Facilities. No facility constructed or owned by Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

11. Grantee's Maps and Records. After construction is complete, and as a condition of this franchise, Grantee shall provide to the City at no cost, a copy of all accurate as-built plans, maps and records.

12. Recovery of Costs. Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Grantee shall pay such costs and expenses directly to the City. In addition to the above, Grantee shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Grantee's facilities.

13. Limitation on Future Work. In the event that Grantor reconstructs a new roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances.

14. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserve the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

15. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law.

16. Vacation. If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving thirty (30) days written notice to the grantee, terminate this franchise with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to the grantee by reason of such termination.

17. Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise be immune undTitle 51 RCW arising from injury or death of any person or damage to property of which the negligent acts or omissions of Grantee, its agents, servants, officers or employees in performing services under this franchise are the proximate cause. Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise have immunity undTitle 51 RCW arising against the City solely by virtue of the City's ownership or control of the right-of-ways or other public properties, by virtue of Grantee's exercise of the rights granted herein, or by virtue of the City's permitting Grantee's use of the City's right-of-ways or other public property based upon the inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Grantee refuses to accept the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determine that this franchise, or work conducted under authority of this franchise, is subject to **RCW 4.24.115**, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity under Title **51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.**

The provisions of this Section shall survive the expiration or termination of this franchise agreement, for a period of three (3) years.

18. Insurance. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Grantee shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall evidence:

1. Automobile Liability insurance with limits no less than $1,000,000 Combined Single Limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 Combined Single Limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer's Liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of Grantee.

The insurance obtained by Grantee shall name the City, its officers, employees and volunteers as insureds with regard to activities performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance certificate shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be the primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute to it. The insurance certificate required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

19. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, Grantee shall, upon the request of the City, furnish a bond executed by Grantee and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of Grantee's obligations under this franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this franchise, and to repair or replace any defective work or materials discovered in the City's road, streets, or property.

20. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

21. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Grantee by the City under the provisions of this franchise, then Grantee shall, at the election of the City, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City after a hearing held upon reasonable notice to Grantee. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Grantee to comply with the provisions of this franchise and to recover damages and costs incurred by the City by reason of Grantee's failure to comply.

22. Assignment. This franchise may not be assigned or transferred without the written approval of the City. For purposes hereof, the grant of any security agreement or security interest in the facilities of the Grantee to secure any financing or refinancing, shall constitute an assignment of this franchise for which written approval would be required. In the case of the transfer or assignment as collateral for a mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to the City of any such assignment.

23 Costs of Publication. The cost of the preliminary and/or final publication of this Ordinance and/or its Ordinance Summary shall be borne by Grantee.

24. Acceptance. Not later than five (5) days after passage and publication of this Ordinance, the Grantee must accept the franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the five day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

25. Survival. All of the provisions, conditions and requirements of Sections: 7 Special Construction Standards; 8 Restoration After Construction; 9 Dangerous Conditions; 10 Relocation of Facilities; 11 Abandonment of Grantee's Facilities; and 17 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

26. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

27. Renewal. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is renewed or terminated by the City.

28. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager Touch America, Inc.

City of SeaTac Price Williams

17900 International Blvd. Project Manager

Suite 401 1315 North Main Street

SeaTac, WA 98188 Helena, Montana 59601

29. Effective Date. This Ordinance shall be in full force and in effect five (5) days after passage and publication.

ADOPTED this 14th day of November, 2000, and signed in authentication thereof on this 14th day of November, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

Effective: 11/22/00

ORDINANCE NO. 00-1050

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to the State Building Code; deferring to the Port of Seattle's jurisdiction to administer, implement, and enforce building and construction codes as to development projects on Port owned property which are for airport uses; deferring to the Port's same authority or, in lieu thereof, to the Director of the State Department of Labor & Industries, as to the National Electrical Code; adding a new Section 13.01.020 to the SeaTac Municipal Code; and amending Sections 13.06.010, 13.07.010, 13.08.010, 13.09.010, and 13.10.010 of the SeaTac Municipal Code.

WHEREAS, the City Council has previously approved and directed entry into an Interlocal Agreement with the Port of Seattle, pursuant to Resolution No. 00-022 on November 14, 2000; and

WHEREAS, the said Interlocal Agreement requires relinquishment to the Port of Seattle of administration, implementation, and enforcement of the State Building Codes of Chapter 19.27 RCW(including building, mechanical, and plumbing permits) and the National Electrical Code of Chapter 19.28 RCW and

WHEREAS, the Council finds this Ordinance to be needful and proper in order to effectuate transfer to the Port of Seattle of the said administration, implementation, and enforcement of building and construction and electrical codes pursuant to the aforesaid Interlocal Agreement; and

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

Section 1. There is hereby added a new Section 13.01.020 of the SeaTac Municipal Code, to read as follows:

13.01.020 Non-Applicability to Port of Seattle Projects.

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, and commencing through September 4, 2007, the City recognizes concurrent authority of the Port to administer, implement, and enforce the Uniform Codes and Standards recited in Section 13.01.010, above, and defers to the Port's exercise of such jurisdiction as to 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.

Section 2. Section 13.06.010 of the SeaTac Municipal Code is hereby amended to read as follows:

13.06.010 Uniform Building Code.

A. The 1997 Edition of the Uniform Building Code and the Uniform Building Code Standards, published by the International Conference of Building Officials as amended by the Washington State Building Code Council and published asChapter 51-40 RCW hereby adopted, except provisions thereof specifically not adopted, and except amendments and additions specifically adopted in this chapter.

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, and commencing through September 4, 2007, the City recognizes concurrent authority of the Port to administer, implement, and enforce the Uniform Building Code and the Uniform Building Codes

Standards recited in subsection A, above, and defers to the Port's exercise of such jurisdiction as to 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.

Section 3. Section 13.07.010 of the SeaTac Municipal Code is hereby amended to read as follows:

13.07.010 Purpose-Scope.

A. The purpose of this chapter is to establish minimum standards of safety to life, construction, and use of airport terminal buildings. Due to uniqueness of the occupancy and a hybrid of uses, airport terminal buildings shall include all concourse and terminal buildings associated with public aircraft transportation facilities to the exclusion of automobile parking structures, aircraft hangars, and air freight storage and warehousing.

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, and commencing through September 4, 2007, the City recognizes concurrent authority of the Port to administer, implement, and enforce the airport terminal buildings standards recited in subsection A, above, and defers to the Port's exercise of such jurisdiction as to 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.

Section 4. Section 13.08.010 of the SeaTac Municipal Code is hereby amended to read as follows:

13.08.010 Uniform Mechanical Code.

A. The 1997 Edition of the Uniform Mechanical Code, as published by the International Conference of Building Officials, as amended by the Washington State Building Code Council on November 14, 1997 and published as Chapter 51-42 RCW adopted, except as amended and/or excepted in SMC 13.08.030. (Ord. 98-1021 § 3: Ord. 95-1022 § 5; Ord. 92-1033 § 5)

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, and commencing through September 4, 2007, the City recognizes concurrent authority of the Port to administer, implement, and enforce the Uniform Mechanical Code recited in subsection A, above, and defers to the Port's exercise of such jurisdiction as to 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.

Section 5. Section 13.09.010 of the SeaTac Municipal Code is hereby amended to read as follows:

13.09.010 Uniform Plumbing Code and Uniform Plumbing Code Standards.

A. The 1997 Editions of the Uniform Plumbing Code and the Uniform Plumbing Code Standards as published by the Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council on November 14, 1997 and as published as Chapters 51 and 51-47 RCW are adopted, except as amended and/or excepted in SMC 13.09.030.

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, and commencing through September 4, 2007, the City recognizes concurrent authority of the Port to administer, implement, and enforce the Uniform Plumbing Code and the Uniform Plumbing Code Standards recited in subsection A, above, and defers to the Port's exercise of such jurisdiction as to 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.

Section 6. Section 13.10.010 of the SeaTac Municipal Code is hereby amended to read as follows:

13.10.010 Adoption of the National Electrical Code.

A. The National Electrical Code, 1999 Edition, together with Appendices B and C thereto and subsequent editions thereof, as published by the National Fire Protection Association, is hereby adopted by reference, with the exception of provisions regarding fees, which shall be governed by SMC 13.10.050.

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, and commencing through September 4, 2007, the City recognizes concurrent authority of the Port to administer, implement, and enforce the National Electrical Code recited in subsection A, above, 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 event the State of Washington or the Director of Department of Labor & 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 & Industries as to all matters involving such Port projects on Port property.

Section 7. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 21st day of November, 2000, and signed in authentication thereof on this 21st day of November, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 12/21/00]

ORDINANCE NO. 00-1051

AN ORDINANCE of the City Council of the City of SeaTac,

Washington, adopting the Annual Budget for the year 2001 and

appropriating funds for the estimated expenditures.

WHEREAS, State Law, Chapter 35A.33 RCW the City to adopt an annual budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a preliminary budget for the fiscal year 2001 has been prepared and filed; two public hearings have been held for the purpose of fixing the final budget; and the City Council has deliberated and has made adjustments and changes deemed necessary and proper;

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

Section 1. The 2001 Annual Budget for the City of SeaTac, covering the period from January 1, 2001, through December 31, 2001, is hereby adopted by reference with appropriations in the amount of $71,224,794.

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

Fund Number	Fund Name	Appropriations
001	General	$ 22,229,472
101	City Street	667,484
102	Arterial Street	4,120,800
105	Port ILA	919,629
106	Transit Planning	131,440
107	Hotel/Motel Tax	305,830
201	LTGO Bond	425,458
202	Transportation Bond	866,766
203	Hotel/Motel Tax Bond	389,075
204	Special Assessment Debt	376,000
303	Fire Equipment Capital Reserve	3,000
306	Municipal Facilities CIP	14,943,662

Ordinance _____

(continued)

Fund Number	Fund Name	Appropriations
307	Transportation CIP	$ 19,235,983
403	SWM Utility	3,443,645
406	SWM Construction	3,015,000
501	Equipment Rental	151,550
TOTAL ALL FUNDS		**$ 71,224,794**

Section 3. A complete copy of the final budget as adopted herein shall be transmitted to the Division of Municipal Corporations in the Office of the State Auditor, and to the Association of Washington Cities. Three complete copies of the final budget as adopted herein shall be filed with the City Clerk and shall be available for use by the public.

Section 4. This Ordinance shall be in full force and effect for the fiscal year 2001 five (5) days after passage and publication as required by law.

ADOPTED this 28th day of November, 2000, and signed in authentication thereof on this 28th day of November, 2000.

CITY OF SEATAC

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Shirley Thompson, Mayor

ATTEST:

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Judith L. Cary, City Clerk

Approved as to form:

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Robert L. McAdams, City Attorney

[Effective Date: 12/11/00]

ORDINANCE NO. 00-1052

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to ad valorem property taxes; establishing the amount to be levied in 2001 by taxation on the assessed valuation of the property of the City; and setting the levy rate for the year 2001.

WHEREAS, State law, RCW 35A.33.135, requires the City Council to consider the City's total anticipated financial requirements for the ensuing fiscal year, and to determine and fix, by ordinance, the amount to be levied by ad valorem taxes; and

WHEREAS, RCW 84.52.020 requires that, upon fixing of the amount to be so levied, the City Clerk shall certify the same to the Clerk of the King County Council; and

WHEREAS, RCW 84.55.120, as amended in 1997 by Referendum 47, requires a statement of any increased tax in terms of both dollar revenue and percentage change from the previous year; and

WHEREAS, the King County Assessor, as ex officio assessor for the City pursuant to RCW 35A.84.020, has not certified the assessed valuation of all taxable property situated within the boundaries of the City; and

WHEREAS, approval of Initiative 722 on November 7, 2000, establishes certain limits on property tax levies and assessed valuation increases; and

WHEREAS, approval of this initiative will likely delay the calculation of assessed valuations by the Department of Revenue and King County Assessor beyond the date by which tax levies must be filed with the King County Council; and

WHEREAS, the City Council finds that setting of a levy rate and estimation of revenue to be collected is in the best interests of the public;

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

SECTION 1. Levy Rate Fixed.

The regular ad valorem levy for collection during the fiscal year of 2001 is hereby set at $2.90 per thousand dollars of assessed value of all taxable property situated within the boundaries of the City.

SECTION 2. Estimated Amount to be Collected by Ad Valorem Taxation.

The amount of revenue to be collected by the City in the fiscal year 2001 by taxation on the assessed valuation of all taxable property situated within the boundaries of the City is estimated to be the sum of $8,025,458.

SECTION 3. Effective Date.

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

ADOPTED this 28th day of November, 2000, and signed in authentication thereof on this 28th day of November, 2000.

CITY OF SEATAC

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Shirley Thompson, Mayor

ATTEST:

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Judith L. Cary, City Clerk

Approved as to Form:

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Robert L. McAdams, City Attorney

[Effective Date: 12/11/00]

ORDINANCE NO. 00-1053

AN ORDINANCE of the City Council of the City of SeaTac, Washington, re-enacting certain taxes and fees.

WHEREAS, the City Council considered and approved, by Ordinance No. 99-1042, amendments to the Surface Water Management Rate Structure following recommendations outlined in a surface water management rate study completed by Economic and Engineering Services; and

WHEREAS, the City Council considered and approved, by Ordinance No. 99-1048, the final assessment roll for Local Improvement District No. 1, and levying and assessing the amount thereof against the lots, tracts, parcels of land and other property shown on the roll; and

WHEREAS, the City Council considered and approved, by Ordinance No. 99-1040, the amount to be levied in 2000 by taxation on the assessed valuation of the property of the City as $7,817,540 and setting the levy rate for the year 2000 at $2.90 per $1,000 of assessed valuation; and

WHEREAS, the City Council considered and approved, by Resolution No. 99-032, certain new and increased fees to be charged pursuant to the City's Schedule of Fees; and

WHEREAS, the approval of Initiative 722 by Washington voters on November 7, 2000, couldpotentially render the necessary tax and fee increases adopted between July 2, 1999, and December 31, 1999, null and void, should the initiative withstand pending legal challenges;

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

Section 1. New and increased taxes and fees approved by Ordinance No. 99-1042, No. 99-1048, and No. 99-1040, as well as Resolution No. 99-032, are hereby re-enacted as amended by Ordinance No. 00-1038 and No. 00-1043 and Resolution No. 00-022.

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

ADOPTED this 12th day of December, 2000, and signed in authentication thereof on this the 12th day of December, 2000.

CITY OF SEATAC

Kathy Gehring, Deputy Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 12/23/00]

ORDINANCE NO. 00-1054

AN ORDINANCE of the City Council of the City of SeaTac, Washington, relating to employment and employees and amending the Pay and Compensation Plan of the City for non-represented employees,

WHEREAS, the City Council of the City of SeaTac, Washington, has previously enacted Ordinance No. 93-1030 and various amendments thereto, codified at Chapter 2.65 SMC, establishing personnel policies and procedures and adopting a pay and compensation plan for City employees; and

WHEREAS, the City Council of the City of SeaTac, Washington has annually considered and amended the classification and compensation plan, including establishing cost of living increases, pursuant to SMC 2.65.030 and .040; and

WHEREAS, in order to address the need for a reasonable and fair compensation to non-represented city employees, and to provide a reasonable cost of living allowance, it is appropriate that modification of the pay and compensation plan be made,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as a non-codified Ordinance, as follows:

1. The salary ranges for the various positions of the employees of the City not represented by labor unions, shall be increased by the amount of 3.51 percent over the current level to reflect the COLA for 2001, effective January 1, 2001.

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

ADOPTED this 12th day of December, 2000, and signed in authentication thereof on this 12th day of December, 2000.

CITY OF SEATAC

Kathy Gehring, Deputy Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 12/23/00]

ORDINANCE NO. 00-1055

An ORDINANCE of the City Council of the City of SeaTac, Washington, amending portions of the City of SeaTac Comprehensive Plan.

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, the City of SeaTac is required to develop and adopt a Comprehensive Plan, which plan is required to include various elements for land use, housing, transportation, capital facilities and utilities, and which may include other elements, such as community image, economic vitality, environmental management, parks, recreation and open space, and human services; and

WHEREAS, the City adopted its Comprehensive Plan in December, 1994, after study, review, community input and public hearings; and

WHEREAS, the State Growth Management Act provides for amendments to the Comprehensive Plan no more than once per year; and

WHEREAS, it is necessary to update the Comprehensive Plan's implementation strategies, 6-year Capital Facilities Element, and other sections as identified through public process, and

WHEREAS, the City Council authorized, by Resolution No. 97-001, a process for amending the Comprehensive Plan, and

WHEREAS, procedures for amending the Plan have been implemented in 2000, including a public meeting to solicit input, acceptance of proposals for Comprehensive Plan amendments, evaluation according to preliminary criteria, elimination of proposals not meeting preliminary criteria, and evaluation of the remaining proposals according to final criteria;

WHEREAS, the environmental impacts of the proposed amendments have been assessed and a Mitigated Determination of Nonsignificance, File No. SEP00-00021, was issued October 30, 2000; and

WHEREAS, after a public hearing on November 13, 2000 to consider proposed amendments to the Comprehensive Plan, the Planning Advisory Committee recommended to the City Council adoption of proposed amendments to the Comprehensive Plan as shown in the Final Docket Staff Report (Attachment A); and

WHEREAS, after consideration of the recommendation of the Planning Advisory Committee, the Department of Planning and Community Development has recommended to the City Council adoption of the proposed amendments to the Comprehensive Plan as shown in the Final Docket Staff Report (Attachment A); and

WHEREAS, the Comprehensive Plan Land Use Plan Map (Map 1.5) must be amended to reflect the map-related amendments as set forth on Exhibit A hereto; and

WHEREAS, the Phasing Map (Exhibit A, Maps 5, 6, & 7), and various other related Comprehensive Plan Maps (Exhibit A, Maps 8-11) must be amended to reflect the map-related amendments as set forth on Exhibit A hereto; and

WHEREAS, the proposed Comprehensive Plan Phasing Map amendments affecting various properties surrounding S. 170th St. and 32nd Ave. S (Exhibit A, Map #5), the Bow Vista Neighborhood north of S 188th St and west of 36th Ave. S (Exhibit A, Map #6), and in the southeast corner of the City (Exhibit A, Map #7) would impose conditions on the eventual rezoning of the subject properties as shown in Exhibit D; and

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

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

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

Section 1. The City of SeaTac Comprehensive Plan, adopted on December 20, 1994, is hereby amended as set forth in Exhibits A, B, C and D (attached) and a copy of the amendments shall be maintained on file with the Office of the City Clerk for public inspection.

Section 2. The City Clerk is directed to transmit a complete and accurate copy this Ordinance, as adopted, to the Washington Department of Community Development within ten days after final adoption, pursuant to RCW 36.70A.106 and WAC 365-195-620. The Clerk is further directed to transmit a copy of this Ordinance, together with copies of other Ordinances amending development regulations adopted within the preceding twelve months, to the King County Assessor by the ensuing 31st day of July, pursuant to RCW 35A.63.260.

Section 3. The Comprehensive Plan Land Use Plan Map (Map 1.5), Phasing Map, and related Comprehensive Plan Maps are hereby amended to be consistent with the map-related amendments as set forth on Exhibit A hereto; and

Section 4. This Ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 12th day of December, 2000 and signed in authentication thereof this 12th day of December, 2000.

CITY OF SEATAC

_____

Kathy Gehring, Deputy Mayor

ATTEST:

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Judith L. Cary, City Clerk

Approved as to Form:

_____

Bob McAdams, City Attorney

[Effective Date: 01/11/01]

ORDINANCE NO. 00-1056

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the Official Zoning Map for areas within the City.

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, the City of SeaTac is required to develop and adopt development regulations, includinge the Official Zoning Map, which are consistent with and implement the adopted Comprehensive Plan and applicable subarea plans; and

WHEREAS, the Comprehensive Plan's Land Use Plan Map has been amended to show future land uses for specific properties which authorize a change in zoning of said properties; and

WHEREAS, the City Zoning Map must be amended to implement the Comprehensive Plan's Land Use Plan Map; and

WHEREAS, notices were published, public participation was obtained, comments were received, and a public hearing wass held during the course of formulating the special standards; and

WHEREAS, the requirements of the State Environmental Policy Act (SEPA) have been satisfied through issuance of a Determination of Non-Significance on October 30November 12, 1999, 2000, File No. SEP00-0002228-99, and

WHEREAS, following consideration of comments received at the Public Hearing of December 7, 1999, **WHEREAS,** the zoning of a property at S. 157th Pl. and Des Moines Memorial BlvdDrive. (Exhibit A, Map #2),various Westside properties (Exhibit A, Map #1) and the property north of S 188th St., and west of 36th Ave. S (Exhibit A, Map #3), would be limited subject to the conditions limited as shown in Exhibit B; and,

WHEREAS, following consideration of comments received at the Public Hearing of December 7, 1999, the zoning of the properties at 16253 International Boulevard (Exhibit A, Map #3), and at 4040 S. 188th St. (Exhibit A, Map #4) would be limited subject to the conditions shown in Exhibit B; and

WHEREAS, the zoning of the properties as shown in Exhibit A would implement the Comprehensive Plan, as amended; and

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

WHEREAS, five copies of these proposed development regulations were filed with the Washington Department of Community, Trade and Economic Development not less than sixty days prior to final action, pursuant toRCW 36.70A.106 and WAC 365-195-620;

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

Section 1. The Official Zoning Map of the SeaTac Municipal Code , as authorized by Section 15.11.140, is hereby amended as set forth on Exhibits A and B hereto.

Section 2. The City Clerk is directed to transmit a complete and accurate copy this Ordinance, as adopted, to the Washington Department of Community Development Department of Community, Trade and Economic Development within ten days after final adoption, pursuant to RCW 36.70A.106 and WAC 365-195-620. The Clerk is further directed to transmit a copy of this Ordinance, together with copies of other

Ordinances amending development regulations adopted within the preceding twelve months, to the King County Assessor by the ensuing 31st day of July, pursuant to RCW 35A.63.260.

Section 3. This ordinance shall be in full force and effect thirty (30) days after passage.

ADOPTED this 12th day of December of , 2000, and signed in authentication thereof on this 12th day of December of , 2000.

CITY OF SEATAC

Kathy Gehring, Deputy Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 01/11/01]

Exhibit B

Property-Specific Conditions

Map #1: Urban Center

Zoning subject to City Center Standards.

Property-Specific Conditions

Map #21: WestsideDes Moines Memorial Drive Chevron Station Property

A. A Type I landscape buffer, at least 10 feet in width, shall be provided along the Des Moines Memorial Drive frontage for Government/Office and Business uses as shown in SMC 15.12.050, and Manufacturing Uses as show in SMC 15.12.070, except Financial Institutions, Professional Office, and Auto Sales (excluding Auto Rental) uses (#082, 090 and 093, respectively), which shall provide a Type III landscape buffer at least 10 feet in width along the Des Moines Memorial Drive frontage. A Type III landscape buffer, at least 10 feet in width, shall be provided along the Des Moines Memorial Drive frontage for Retail/Commercial uses as shown in SMC 15.12.060. All other landscaping shall be in accordance with provisions of SMC 15.13. Driveways shall not be allowed within the landscape buffer area, unless, in the opinion of the Director, there is no feasible alternative for providing access. If allowed, driveway width shall be the minimum necessary to provide safe access.

B. Building height shall not exceed 45 feet.

C. Building façade modulation shall be provided on façades that exceed 60 feet in length and are oriented toward Des Moines Memorial Drive. The following standards shall apply:

i. The maximum wall length without modulation shall be 30 feet.

ii. The minimum modulation depth shall be 3 feet.

iii. The minimum modulation width shall be 8 feet.

D. Roofline variation shall be provided on rooflines that exceed 60 feet in length and are oriented toward Des Moines Memorial Drive. Roofline variation shall be achieved by using one or more of the following methods: vertical or horizontal offset in ridge line, variation of roof pitch, gables, or any other technique approved by the Director that achieves the intent of this section. The following standards shall apply:

i. The maximum roof length without modulation shall be 30 feet.

ii. The minimum horizontal or vertical offset shall be 3 feet.

iii. The minimum variation length shall be 8 feet.

E. Mechanical equipment shall be located as far away as possible from Des Moines Memorial Drive, but not in a front setback or required perimeter landscaping.

F. Truck loading spaces, and refuse collection areas shall be located as far away as possible from Des Moines Memorial Drive, but not in a front setback or required perimeter landscaping.

G. Shared access points onto Des Moines Memorial Drive are required. The property owner shall record access easements and shared parking agreements between the site and abutting properties. This requirement may be waived or modified if compliance is infeasible or an alternative solution would better meet the goals of providing shared access and minimizing access points onto Des Moines Memorial Drive.

Map #3: Bow Vista Neighborhood [PAC Recommendation]

A. Area A shall be zoned Office/Commercial Medium (O/CM) and area B shall be zoned Office/Commercial/Mixed Use (O/C/MU) automatically and without further action of the City Council or Hearing Examiner upon compliance with the following conditions precedent to the said change of zoning classification, and approval thereof by the Director of Planning and Community Development pursuant to Subsection B. below:

1. For area A, or for areas A and B together, the owners of at least 65% of the property in said area or areas shall be signatory to a rezone proposal; or
2. For area B, 36th Ave. So. between S. 188th St. and the current northern terminus of that street, as shown on Exhibit A, Map #3 is reconstructed as a minor arterial as specified in the City of SeaTac City Center Plan (see Figure 5.1); and
3. A Development Agreement(s) between the property owner(s) and the City has been adopted. Such Development Agreement(s) shall include:

    a. A Master Redevelopment Plan for the entire rezone area (i.e., area A or area B, or areas A and B together, but not any smaller subset of the properties in the said areas); and
    b. Provisions for an additional landscape buffer of 20 ft. of Type I landscaping adjacent to single family uses, and

c. Provision for access to the site(s) only via 36th Ave. So. and/or 32nd Ave. So., unless no practicable alternative exists; and
d. Agreement that all properties on a given street shall be purchased by the developer before the City will vacate any portion of that street; and
e. Provisions for all exterior lighting to be screened or hooded so as not to shine on adjacent single family residences; and
f. Provisions for all deliveries to be prohibited between the hours of 9:00 p.m. and 8:00 a.m. (this condition shall not apply if all adjacent properties are in commercial or multi-family use).

B. Upon receipt of all information specified in Subsection A. above, the Director of Planning and Community Development shall make a written finding that the specified conditions and procedures have or have not been satisfied.

C. If the specified conditions and procedures are determined by the Director of Planning and Community Development to have been met, that Department shall publish written notice, notify the affected property owner(s), and other parties of record in writing, and amend the zoning map for the specified area to be in conformance with the Zoning map reclassification as specified in Exhibit A, Map # 3.

D. Any party aggrieved by the Director's decision may appeal to the City Hearing Examiner.

Map #3: Bow Vista Neighborhood [Staff Recommendation]

A. Area A shall be zoned Office/Commercial Medium (O/CM) and area B shall be zoned Office/Commercial/Mixed Use (O/C/MU) automatically and without further action of the City Council or Hearing Examiner upon compliance with the following conditions precedent to the said change of zoning classification, and approval thereof by the Director of Planning and Community Development pursuant to Subsection B. below:

1. For area A, or for areas A and B together, the owners of at least 80% of the property in said area or areas shall be signatory to a rezone proposal; or
2. For area B, 36th Ave. So. between S. 188th St. and the current northern terminus of that street, as shown on Exhibit A, Map #3 is reconstructed as a minor arterial as specified in the City of SeaTac City Center Plan (see Figure 5.1); and
3. A Development Agreement(s) between the property owner(s) and the City has been adopted. Such Development Agreement(s) shall include:

    a. A Master Redevelopment Plan for the entire rezone area (i.e., area A or area B, or areas A and B together, but not any smaller subset of the properties in the said areas); and
    b. Provisions for an additional landscape buffer of 20 ft. of Type I landscaping adjacent to single family uses, and
    c. Provision for access to the site(s) only via 36th Ave. So. and/or 32nd Ave. So., unless no practicable alternative exists; and
    d. Agreement that all properties on a given street shall be purchased by the developer before the City will vacate any portion of that street; and
    e. Provisions for all exterior lighting to be screened or hooded so as not to shine on adjacent single family residences; and
    f. Provisions for all deliveries to be prohibited between the hours of 9:00 p.m. and 8:00 a.m. (this condition shall not apply if all adjacent properties are in commercial or multi-family use).

B. Upon receipt of all information specified in Subsection A. above, the Director of Planning and Community Development shall make a written finding that the specified conditions and procedures have or have not been satisfied.

C. If the specified conditions and procedures are determined by the Director of Planning and Community Development to have been met, that Department shall publish written notice, notify the affected property owner(s), and other parties of record in writing, and amend the zoning map for the specified area to be in conformance with the Zoning map reclassification as specified in Exhibit A, Map # 3.

D. Any party aggrieved by the Director's approval, or lack thereof, pursuant to Subsection B. above, may appeal to the City Hearing Examiner.

ORDINANCE NO. 00-1057

AN ORDINANCE of the City Council of the City of SeaTac, Washington relating to zoning of property located at 21212 International Boulevard, within the City, and repealing Ordinances No. 99-1028 and No. 99-1029.

WHEREAS, concurrently with the City's official date of incorporation, the City Council enacted Ordinance No. 90-1019 which adopted by reference Title 21 of the King County Code as the City's Interim Zoning Code; and

WHEREAS, the County Zoning Code provided that the suffix "P" appended to a zoning classification symbol on the County's official Zoning Map would give notice that "property-specific development standards" had been imposed as to development of a particular parcel or parcels; and

WHEREAS, the Council subsequently adopted a City Zoning Code by Ordinance No. 92-1041, an Official Zoning Map, by Ordinance No. 94-1014, and a GMA Comprehensive Plan by Ordinance No. 94-1051, none of which made reference to property-specific development standards or to "P" Suffixes; and

WHEREAS, the issues were diligently researched, extensive documentation was retrieved from King County, a process was adopted by Ordinance No. 99-1030 whereby property specific conditions may be imposed, and interim design standards for multi-family housing were implemented by Ordinance No. 00-1002; and

WHEREAS, based upon the City's research and consideration of the "P" Suffix issue, the Council determined that pursuant to King County Ordinance No. 2637 and the conditions which were to be satisfied within one year of the adoption of King County Ordinance No. 6550, conditionally granting a zone classification form RS-7200 to RM900 for the property located at 21212 International Boulevard, now in the City of SeaTac, were not satisfied and the zone classification should never have been effective; and

WHEREAS, Ordinances No. 99-1028 and No. 99-1029 were then adopted to return the Comprehensive Plan designation and the zoning of the said property to the single family residence zoning, UL-7200; and

WHEREAS, David Shih, owner of the subject property, commenced litigation pursuant to the Land Use Petition Act (together with claims based upon the Public Records Disclosure Act) which resulted in hearings between December 23, 1999 and November 3, 2000 and entry of a final judgment thereafter; and

WHEREAS, the Judgment returned zoning of the subject property to the Multi-Family Urban High Density Zone, UH-900, in the following language:

> SeaTac Ordinances 99-1028 and 99-1029 are hereby declared invalid retroactive to the date they were passed. These ordinances shall have no further force or effect. The zoning on Plaintiff/Petitioner's property, generally described as 21212 International Boulevard in SeaTac, Washington, King County Assessor's Tax Parcel No. 092204-0984, is returned to UH-900 with no further restrictions retroactive to the date the ordinances were passed. The City of SeaTac is ordered to amend its comprehensive plan and zoning maps consistent with this paragraph within 30 days of entry of this judgment;

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

Section 1. Noncodified Ordinance No. 99-1028 and Ordinance No. 99-1029, adopted June 22, 1999, and effective July 22, 1999, are hereby repealed and declared to be without force or effect retroactive to the date of enactment.

Section 2. Pursuant to the Judgment of the King County Superior Court in the matter of David Shih,

Plaintiff/Petitioner, vs. City of SeaTac, Defendant/Respondent, being Cause No. 99-2-15465-7KNT, zoning of the real property currently owned by David Shih, located at the common address of 21212 International Boulevard, SeaTac, Washington, as shown on the Exhibit A Location Map attached hereto, being King County Assessor's Tax Parcel No. 092204-0984, is confirmed and ratified as Multi-Family Urban High Density, UH-900.

Section 3. In event that the City Comprehensive Plan, Comprehensive Plan Land Use Map, or the Official Zoning Map reflects a zoning classification of Urban Low Density (UL-7200), the same is hereby amended to reflect the Multi-Family Urban High Density zone, UH-900, and the Director of the Department of Planning and Community Development is authorized and directed to effect such change upon the Land Use and Official Zoning Maps.

Section 4. By reason of the Superior Court Judgment cited above, and the subject matter hereof, this Ordinance is deemed not a legislative policy-making decision subject to referendum, and, therefore, this Ordinance shall be in full force and effect five (5) days after passage and publication.

ADOPTED this 12th day of December, 2000, and signed in authentication thereof on this 12th day of December, 2000.

CITY OF SEATAC

Kathy Gehring, Deputy Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date:12/23/00]

ORDINANCE NO. 00-1058

AN ORDINANCE of the City Council of the City of SeaTac, Washington repealing Ordinance No. 00-1052; establishing the amount to be levied in 2001 by taxation on the assessed valuation of the property of the City; and setting the levy rate for the year 2001.

WHEREAS, State law, RCW 35A.33.135, requires the City Council to consider the City's total anticipated financial requirements for the ensuing fiscal year, and to determine and fix, by ordinance, the amount to be levied by ad valorem taxes; and

WHEREAS, RCW 84.52.020 requires that, upon fixing of the amount to be so levied, the City Clerk shall certify the same to the Clerk of the King County Council; and

WHEREAS, RCW 84.55.120, as amended in 1997 by Referendum 47, requires a statement of any increased tax in terms of both dollar revenue and percentage change from the previous year; and

WHEREAS, the City Council previously considered and adopted Ordinance No. 00-1052 to meet King County tax levy deadlines although the King County Assessor had not certified assessed valuation; and

WHEREAS, the King County Assessor, as ex officio assessor for the City pursuant to RCW 35A.84.020, has now certified the assessed valuation of all taxable property situated within the boundaries of the City at $2,899,746,676; and

WHEREAS, Initiative 722 was approved by voters and became effective December 7, 2000, which would limit property tax levy increases to the lower of 2% or the rate of inflation;

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

SECTION 1. Ordinance No. 00-1052 is hereby repealed.

SECTION 2. Levy Rate Fixed.

The regular ad valorem levy for collection during the fiscal year of 2001 is hereby set at $2.85 per thousand dollars of assessed value of all taxable property situated within the boundaries of the City.

SECTION 3. Estimated Amount to be Collected by Ad Valorem Taxation.

The amount of revenue to be collected by the City in the fiscal year 2001 by taxation on the assessed valuation of all taxable property situated within the boundaries of the City is estimated to be the sum of $8,257,456. This levy amount is determined as follows:

2000 Actual Tax Levy $7,817,540

2001 Base Tax Levy $7,973,891 (2.00% increase over prior year)

+ levy on new construction

and increase in value of

state assessed property 283,565

Total 2001 Tax Levy **$8,257,456**

SECTION 4. Effective Date.

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

ADOPTED this 19th day of December, 2000, and signed in authentication thereof on this 19th day of December, 2000.

CITY OF SEATAC

_____

Shirley Thompson, Mayor

ATTEST:

_____

Judith L. Cary, City Clerk

Approved as to Form:

_____

Robert L. McAdams, City Attorney

[Effective Date: 12/31/00]

ORDINANCE NO. 00-1059

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting unto The City of Seattle, a municipal corporation, a nonexclusive franchise to construct, maintain, and operate certain facilities within public right-of-ways and public properties of the City.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate nonexclusive franchises for the use of public streets, right-of-ways, and other public property for public conveyances, for transmission of electrical energy, for transmission of communications, and for gas, steam, fuel, water, and sewer systems; and

WHEREAS, the grant of such franchises requires the approving vote of at least a majority of the entire City Council; and

WHEREAS, the Council finds that the grant of the franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public;

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

The City of SeaTac, a Washington municipal corporation (hereinafter the "City"), hereby grants unto The City of Seattle, a municipal corporation organized under the laws of the State of Washington and acting by and through Seattle Public Utilities (hereinafter "Grantee"), a franchise for a period of fifteen (15) years beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace, and use all necessary equipment, facilities and appurtenances for a water transmission system, in, under, on, across, over, through, along or below the public right-of-ways and public places located in the City of SeaTac, as the water transmission pipelines are identified in Exhibit A and as approved under City permits issued pursuant to this franchise.

1. Non-Exclusivity. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along or below any right-of-ways, streets, avenues and all other public lands and properties of every type and description. This and other franchises shall, in no way, prevent or prohibit the City from using any of its right-of-ways, roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new right-of-ways, streets, avenues, thoroughfares and other public properties of every type and description; provided that to the maximum extent feasible (a) the City shall not permit new pipelines of other utilities that run parallel to those of Grantee to be located within three (3) feet horizontally from the outside edge of Grantee's pipelines, taking into consideration underground restraint systems (e.g., concrete blocking), (b) when Grantee's pipelines are five (5) feet or more below grade, the City shall not permit new pipelines of other utilities that cross above those of Grantee to be located with less than one (1) foot of separation between the outside edge of Grantee's pipeline and that of the crossing utility, (c) the City shall require new pipelines of other utilities that cross above those of Grantee to meet the then-current industry standard for protection of such crossing pipelines, and (d) the City shall not permit new pipelines of other utilities that cross below those of the Grantee to be located with less than one and a half (1.5) feet of separation between the outside edge of Grantee's pipeline and that of the crossing utility; and provided further that if the City makes a good faith effort to adhere to the standards set forth above as (a) through (d), the City shall not be liable for a deviation from such standards.

2. Right-of-Way Permits Required. Whenever Grantee shall excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so, together with detailed plans and specifications showing the position, depth, and location

of all such facilities in relation to existing City right-of-ways, roads, streets, or other City property, hereinafter collectively referred to as the "Plans". In no case shall any work commence within any public right-of-way or other public property without a valid permit. The Grantee shall, prior to commencing permitted work, give the City not less than two (2) full working days notice thereof. The facilities shall be installed or constructed in exact conformity with said Plans except in instances in which deviation may be allowed by the City, in writing, in response to written application by Grantee. The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. During the progress of the work, Grantee shall not unnecessarily obstruct the passage or proper use of the right-of-ways. Grantee shall file as-built plans and maps with the City showing the final location of the facilities. All restoration of right-of-ways, roads, streets and the surface of other public property shall be in conformance with City standards, and conditions of the permit.

3. Emergency Work. In the event of any emergency in which any of Grantee's facilities break, are damaged, or if Grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, Grantee shall immediately inform the City permitting authority of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the City is open for business, or as soon as practicable.

4. Inspections and Fees. All work performed by Grantee shall be subject to inspection by and approval of the City. The Grantee shall reimburse the City for all expenses incurred by the City in the examination, inspection, and approval of Grantee's work. Such reimbursement shall be in addition to any other fees or charges levied by the City.

5. Not used.

6. Special Construction Standards. During any period of work relating to Grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public right-of-ways and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property. Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, conditions of permits, and laws and regulations of the State of Washington, specifically including RCW 39.04.180 for the construction of trench safety systems.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, PROVIDED THAT: (a) such joint use shall not unreasonably delay the work of the Grantee; (b) such joint use shall not adversely affect Grantee's facilities or safety thereof; and (c) the Grantee shall incur no costs beyond its proportionate share of all costs common to participants (including without limitation excavation and filling) in such joint trenching project.

7. Restoration After Construction. Grantee shall, after abandonment approved under Section 10 herein, or any other installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition that the same was in immediately prior to any such work. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the franchise area or other affected area at its sole cost and expense.

8. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining right-of-way, road, street or other public place, or

endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary safety precautions; and Grantee shall be liable to the City for all costs and expenses thereof.

9. Relocation of Facilities. Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of their facilities required to be temporarily disconnected or removed.

So that Grantee can accomplish protection, support, disconnection, relocation or removal of its installations in a timely fashion and consistent with applicable law, the City shall give the Grantee written notice as soon as practicable and Grantee shall, within thirty (30) days of receipt of such notice, identify (a) Grantee's installations within the area designated in the City's notice and (b) the issues related to such installations and the work described in the City's notice. The City and Grantee shall negotiate in good faith in an effort to agree upon a plan to accomplish any necessary protection, support, disconnection, relocation or removal of Grantee's installations. Grantee shall act expeditiously to accomplish such plan as soon as practicable.

The City's notice pursuant to this section 9 shall include available information that is reasonably necessary for the Grantee to plan for such disconnection, relocation or removal (e.g., a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the City, and the proposed construction schedule). Grantee's submittal shall include the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project. If the City later gives Grantee notices of revised designs based on permit conditions, Grantee shall respond within no more than thirty (30) days with revised submittals containing the same types of information as in Grantee's initial submittal. The Grantee and the City shall negotiate in good faith and cooperate to agree upon and schedule Grantee's initial plan for protection, support, disconnection, relocation or removal of its installations and any later revisions of that plan occasioned by City notices.

The City may offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. If the City offers such opportunity, the following provisions shall apply: Bid documents shall provide for an appropriate cost allocation between the parties. The City shall have sole authority to choose the contractor to perform such work. The Grantee and the City may negotiate an agreement for the Grantee to pay the City for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the City for cost, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the City in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of the City professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the City on other similar projects, including joint projects with other City agencies.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

10. Abandonment of Grantee's Facilities. No facility constructed or owned by Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

11. Grantee's Maps and Records. After construction is complete, and as a condition of this franchise, Grantee shall provide to the City at no cost, a copy of all accurate as-built plans, maps and records.

12. Recovery of Costs. Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Grantee shall pay such costs and expenses directly to the City. In addition to the above, Grantee shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Grantee's facilities.

13. Limitation on Future Work. In the event that the City reconstructs a new roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances. So that the Grantee may conduct maintenance and repair activities prior to or during such reconstruction, the City shall give Grantee written notice as soon as practicable and Grantee shall, within thirty (30) days of receipt of such notice, (a) identify Grantee's facilities within the area designated in the City's notice, (b) make a preliminary assessment of the need for repair or maintenance of those facilities, and (c) provide a preliminary schedule of any work that is needed. The City and Grantee shall negotiate in good faith and cooperate to agree upon a plan for Grantee's accomplishing any necessary repair or maintenance. Grantee shall act expeditiously to accomplish such plan as quickly as practicable.

14. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserve the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

15. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law.

16. Vacation. If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, and such use requires the removal of Grantee's installations in the vacated area, then Grantee shall, at its sole cost and expense, disconnect, remove and relocate such installations. The City shall give Grantee written notice of the intended vacation as soon as practicable. Grantee shall, within thirty (30) days of receipt of such notice, (a) identify Grantee's installations within the area designated in the City's notice and (b) make a preliminary assessment of the issues and time involved in removing and relocating such installations. Grantee and the City shall cooperate and negotiate in good faith to determine a relocation plan. Grantee shall act expeditiously to accomplish such plan as quickly as practicable.

If at any time, the City shall receive a request that it vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for any purpose other than use by the City of the property to be vacated, the City shall give Grantee written notice of vacation proceedings (including anticipated use of the vacated property, if known) as soon as practicable following such request. Grantee shall, within thirty (30) days of receipt of such notice, identify Grantee's facilities within the area designated in the City's notice and make a preliminary assessment of the feasibility of leaving the facilities in place versus removing and relocating them. The City shall require the party requesting the vacation to negotiate in good faith with Grantee to develop a plan for

leaving Grantee's facilities in place, including (a) installation by the party requesting the vacation of necessary pipeline protections reasonably acceptable to Grantee and (b) the grant of an easement to Grantee for access and use for utility purposes, which easement shall be in form and substance reasonably acceptable to Grantee. Alternatively, if Grantee or the party requesting vacation reasonably determines that Grantee's facilities are incompatible with the anticipated use of the property to be vacated, the two parties will negotiate in good faith to develop a plan for removing and relocating Grantee's facilities, which work may be accomplished by Grantee or the party requesting vacation, but shall be paid for by the party requesting vacation. The cost for which the party requesting vacation is responsible shall be limited to the cost of removing existing facilities and installing in a different location new facilities of the same size and functionality, without any improvements or betterments, unless Grantee assumes the cost thereof. The City shall take into consideration any negotiations and agreements between Grantee and the party requesting vacation in the City's vacation proceedings. If the City vacates property as requested, this franchise shall terminate with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to the Grantee by reason of such termination.

17. Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise be immune undTitle 51 RCW arising from injury or death of any person or damage to property of which the negligent acts or omissions of Grantee, its agents, servants, officers or employees in performing services under this franchise are the proximate cause. Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise have immunity undTitle 51 RCW arising against the City solely by virtue of the City's ownership or control of the right-of-ways or other public properties, by virtue of Grantee's exercise of the rights granted herein, or by virtue of the City's permitting Grantee's use of the City's right-of-ways or other public property based upon the inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Grantee refuses to accept the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determine that this franchise, or work conducted under authority of this franchise, is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity undTitle 51 RCW solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this franchise agreement, for a period of

three (3) years.

18. Self-Insurance. Grantee is self-insured with respect to the matters covered by this franchise.

19. Bond. Any of the work, installation, improvements, construction repair, relocation or maintenance authorized by this franchise shall be undertaken by employees of Grantee or by a licensed and bonded contractor of Grantee. Grantee acknowledges that the City may, on a project-by-project basis, require that the City be named as a dual obligee on said bond.

20. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

21. Forfeiture and Revocation. If the Grantee shall violate or fail to comply with any of the material terms, conditions, or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee hereunder, the City Council of SeaTac may revoke this franchise, as follows: the City shall give written notice of its intent to revoke and schedule a public hearing no sooner than forty-five (45) days following the notification. During said notice period, the Grantee shall have the opportunity to remedy the failure to comply or the violation. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the City Council, by ordinance, finds: (a) that the Grantee has not substantially cured or made substantial progress in curing the violation or failure to comply which was the basis of the notice; or (b) that the violation or failure to comply which was the basis of the notice is incapable of cure; or (c) that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of this franchise, even though the individual violation which was the basis of the notice has been cured.

22. Assignment. This franchise may not be assigned or transferred without the written approval of the City. For purposes hereof, the grant of any security agreement or security interest in the facilities of the Grantee subject to this franchise to secure any financing or refinancing, shall constitute an assignment of this franchise for which written approval would be required. In the case of the transfer or assignment as collateral for a mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to the City of any such assignment.

23. Costs of Publication. The cost of the preliminary and/or final publication of this Ordinance and/or its Ordinance Summary shall be borne by Grantee.

24. Acceptance. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the franchise granted to the Grantee in this ordinance. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the sixty day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

25. Survival. All of the provisions, conditions and requirements of Sections: 6 Special Construction Standards; 7 Restoration After Construction; 8 Dangerous Conditions; 9 Relocation of Facilities; 10 Abandonment of Grantee's Facilities; and 17 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

26. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. The City and the Grantee may amend, repeal, add, replace, or modify any provision of this franchise to preserve the intent of the parties

as expressed herein prior to any finding of invalidity or unconstitutionality.

27. Renewal. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is renewed or terminated by the City.

28. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager Director, Real Property Services

City of SeaTac Seattle Public Utilities

17900 International Blvd. 710 - Second Avenue, 10th Floor

Suite 401 Seattle, WA 98104

SeaTac, WA 98188

29. Effective Date. This Ordinance shall be in full force and in effect five (5) days after passage and publication.

ADOPTED this 19th day of December, 200_, and signed in authentication thereof on this 19th day of December, 200_.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 12/31/00]

ORDINANCE NO. 00-1060

AN ORDINANCE of the City Council of the City of SeaTac, Washington, granting unto TyCom Networks (US) Inc., a Nevada Corporation, a nonexclusive franchise to construct, maintain, and operate certain facilities within public right-of-ways and public properties of the City.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate nonexclusive franchises for the use of public streets, right-of-ways, and other public property for public conveyances, for transmission of electrical energy, for transmission of communications, and for gas, steam, fuel, water, and sewer systems; and

WHEREAS, the grant of such franchises requires the approving vote of at least a majority of the entire City Council; and

WHEREAS, the Council finds that the grant of the franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public;

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

The City of SeaTac, a Washington municipal corporation (hereinafter the "City"), hereby grants unto TyCom Networks (US) Inc., a corporation organized under the laws of the State of Nevada (hereinafter "Grantee"), a franchise for a period of fifteen (15) years, beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace, and use all necessary equipment and facilities for a fiber optic trunk-line communication system, in, under, on, across, over, through, along or below the public right-of-ways and public places located in the City of SeaTac, as approved under City permits issued pursuant to this franchise.

1. Non-Exclusivity. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along or below any right-of-ways, streets, avenues and all other public lands and properties of every type and description. This and other franchises shall, in no way, prevent or prohibit the City from using any of its right-of-ways, roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new right-of-ways, streets, avenues, thoroughfares and other public properties of every type and description.

2. Right-of-Way Permits Required. Whenever Grantee shall excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so, together with detailed plans and specifications showing the position, depth, and location of all such facilities in relation to existing City right-of-ways, roads, streets, or other City property, hereinafter collectively referred to as the "Plans". In no case shall any work commence within any public right-of-way or other public property without a valid permit. The Grantee shall, prior to commencing permitted work, give the City not less than two (2) full working days notice thereof. The facilities shall be installed or constructed in exact conformity with said Plans except in instances in which deviation may be allowed by the City, in writing, in response to written application by Grantee. The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. During the progress of the work, Grantee shall not unnecessarily obstruct the passage or proper use of the right-of-ways. Grantee shall file as-built plans and maps with the City showing the final location of the facilities. All

restoration of right-of-ways, roads, streets and the surface of other public property shall be in conformance with City standards, and conditions of the permit.

3. Emergency Work. In the event of any emergency in which any of Grantee's facilities break, are damaged, or if Grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, Grantee shall immediately inform the City permitting authority of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the City is open for business.

4. Inspections and Fees. All work performed by Grantee shall be subject to inspection by and approval of the City. The Grantee shall reimburse the City for all expenses incurred by the City in the examination, inspection, and approval of Grantee's work. Such reimbursement shall be in addition to any other fees or charges levied by the City.

5. Commencement of Construction, Construction of the facilities contemplated by this franchise shall commence no later than the effective date of this Ordinance, provided that such time limit shall not apply to delays caused by acts of God, strike or other occurrences over which Grantee has no control. No right-of-way use fee shall be imposed at this time. However, at such time as a right-of-way use fee is imposed by City Ordinance, applicable to Grantee, the same will be imposed after sixty (60) days notice from the City to the Grantee.

6. Special Construction Standards. During any period of work relating to Grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public right-of-ways and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property. Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, conditions of permits, and laws and regulations of the State of Washington, specifically including **RCW 39.04.180** for the construction of trench safety systems.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the Grantee; and (2) such joint use shall not adversely affect Grantee's facilities or safety thereof. When deemed appropriate by the City, joint users may be required to contribute to the costs of excavation and filling.

7. Restoration After Construction. Grantee shall, after abandonment approved under Section 10 herein, or any other installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition that the same was in immediately prior to any such work. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the franchise area or other affected area at its sole cost and expense.

8. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining right-of-way, road, street or other public place, or endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property

and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary safety precautions; and Grantee shall be liable to the City for all costs and expenses thereof.

9. Relocation of Facilities. Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of their facilities required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Grantee's then existing facilities, the City shall:

a) At least sixty (60) days prior to the commencement of such improvement project, provide Grantee with written notice requiring such relocation; and

b) Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

c) After receipt of such notice and such plans and specification, Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the improvement project at least ten (10) days prior to commencement of the project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its facilities as otherwise provided in this Section.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

10. Abandonment of Grantee's Facilities. No facility constructed or owned by Grantee may be abandoned without the express written consent of the City. Any plan for abandonment or removal of Grantee's facilities must be first approved by the City, and all necessary permits must be obtained prior to such work.

11. Grantee's Maps and Records. After construction is complete, and as a condition of this franchise, Grantee shall provide to the City at no cost, a copy of all accurate as-built plans, maps and records.

12. Recovery of Costs. Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Grantee shall pay such costs and expenses directly to the City. In addition to the above, Grantee shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Grantee's facilities.

13. Limitation on Future Work. In the event that Grantor reconstructs a new roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances.

14. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserve the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

15. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law.

16. Vacation. If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving thirty (30) days written notice to the grantee, terminate this franchise with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to the grantee by reason of such termination.

17. Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise be immune under Title 51 RCW arising from injury or death of any person or damage to property of which the negligent acts or omissions of Grantee, its agents, servants, officers or employees in performing services under this franchise are the proximate cause. Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person, including claims by Grantee's own employees to which Grantee might otherwise have immunity under Title 51 RCW arising against the City solely by virtue of the City's ownership or control of the right-of-ways or other public properties, by virtue of Grantee's exercise of the rights granted herein, or by virtue of the City's permitting Grantee's use of the City's right-of-ways or other public property based upon the inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Grantee refuses to accept the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determine that this franchise, or work conducted under authority of this franchise, is subject to **RCW 4.24.115**, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity under Title **51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.**

The provisions of this Section shall survive the expiration or termination of this franchise agreement, for a period of three (3) years.

18. Insurance. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Grantee shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall evidence:

1. Automobile Liability insurance with limits no less than $1,000,000 Combined Single Limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 Combined Single Limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer's Liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of Grantee.

The insurance obtained by Grantee shall name the City, its officers, employees and volunteers as insureds with regard to activities performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance certificate shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be the primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute to it. The insurance certificate required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

19. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, Grantee shall, upon the request of the City, furnish a bond executed by Grantee and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of Grantee's obligations under this franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this franchise, and to repair or replace any defective work or materials discovered in the City's road, streets, or property.

20. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

21. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Grantee

by the City under the provisions of this franchise, then Grantee shall, at the election of the City, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City after a hearing held upon reasonable notice to Grantee. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Grantee to comply with the provisions of this franchise and to recover damages and costs incurred by the City by reason of Grantee's failure to comply.

22. Assignment. This franchise may not be assigned or transferred without the written approval of the City. For purposes hereof, the grant of any security agreement or security interest in the facilities of the Grantee to secure any financing or refinancing, shall constitute an assignment of this franchise for which written approval would be required. In the case of the transfer or assignment as collateral for a mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to the City of any such assignment.

23. Costs of Publication. The cost of the preliminary and/or final publication of this Ordinance and/or its Ordinance Summary shall be borne by Grantee.

24. Acceptance. Not later than five (5) days after passage and publication of this Ordinance, the Grantee must accept the franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the five day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

25. Survival. All of the provisions, conditions and requirements of Sections: 7 Special Construction Standards; 8 Restoration After Construction; 9 Dangerous Conditions; 10 Relocation of Facilities; 11 Abandonment of Grantee's Facilities; and 17 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

26. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

27. Renewal. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is renewed or terminated by the City.

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28. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

City Manager TyCom Networks (US) Inc.

City of SeaTac Patriots Plaza

17900 International Blvd. 60 Columbia Rd. Building A

Suite 401 Morristown, New Jersey 07960 SeaTac, WA 98188

29. Effective Date. This Ordinance shall be in full force and in effect five (5) days after passage and publication.

ADOPTED this 19th day of December, 2000, and signed in authentication thereof on this 19th day of December, 2000.

CITY OF SEATAC

Shirley Thompson, Mayor

ATTEST:

Judith L. Cary, City Clerk

Approved as to Form:

Robert L. McAdams, City Attorney

[Effective Date: 12-31-00]