



City Ordinances Archive

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ORDINANCE NO. 16-1001

AN ORDINANCE of the City Council of the City of SeaTac, Washington, acknowledging the merger of tw telecom inc., and WilTel Communications Group, LLC with Level 3 Communications, Inc., and approving the resulting indirect change of control of the tw telecom of Washington LLC, telecommunications franchise with conditions.

WHEREAS, tw telecom of Washington LLC (“Franchisee”) obtained a nonexclusive telecommunications franchise through Ordinance No. 14-1011 (the “TWTC Franchise”); and

WHEREAS, WilTel Communications Group, LLC, (“WilTel”) formerly known as Williams Communications, Inc., obtained a nonexclusive telecommunications franchise through Ordinance No. 00-1024, which is now expired (the “WilTel Franchise”); and

WHEREAS, Level 3 Communications, Inc. (“Level 3”) acquired direct ownership of tw telecom (“TWTC”), the Franchisee’s indirect parent company, on October 28, 2014 through a Merger Agreement (“Merger Agreement”), and indirect control of the Franchisee; and

WHEREAS, Level 3 acquired WilTel on December 23, 2005;

WHEREAS, Section 9 of the TWTC Franchise requires that Level 3 and TWTC receive consent of the City for the indirect transfer of control of the Franchisee to Level 3;

WHEREAS, Level 3 and TWTC have requested that the City consent to the indirect change of control; and

WHEREAS, the consent of the City to indirect change on control shall not constitute a waiver or release of any rights the City may have under the Franchise;

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

Section 1. The City hereby consents to the indirect change of control of the Franchisee to Level 3 in accordance with the terms of applicable law, subject to and contingent upon the conditions set forth in Section 3 of this Ordinance.

Section 2. The WilTel Franchise Agreement has expired. However, the City agrees that the telecommunications facilities and operations previously covered by the WilTel franchise will be governed by the TWTC franchise subject to and contingent upon the conditions set forth in Section 3 of this Ordinance.

Section 3. Section 1 and Section 2 of this Ordinance is contingent upon the following conditions:

1. The City's consent to the indirect change of control of the Franchisee by Level 3 shall not be construed to constitute a waiver or release of any rights the City may have now or in the future under federal, state or local law, the TWTC Franchise, or any separate written agreements with the Franchisee that relate to the TWTC Franchise. Level 3 shall acknowledge in writing that the Franchisee remains responsible for any and all non-compliance issues, if any, that may have arisen prior to and after the effective date of the TWTC Merger Agreement and any and all obligations under the TWTC Franchise that existed prior to and after the effective date of the TWTC Merger Agreement.

2. Level 3 has represented that substantially all of the tangible and intangible assets of the Franchisee acquired by Level 3 as a consequence of the TWTC Merger Agreement remain in the Franchisee.

3. Following the indirect change of control and receipt of written acknowledgement of the Franchise from Level 3, the TWTC Franchise shall remain in full effect through the date specified in the TWTC franchise.

4. By consenting to indirect change of control of the Franchisee, the City does not waive or release any rights of the City in and to the rights-of-way as provided by state law and the SeaTac Municipal Code, nor does the City waive or release any claim or issue of non-compliance it may have, known or unknown, now or in the future related to the TWTC Franchise.

5. Written acknowledgement in a form agreeable with the City Attorney shall be filed by Level 3 with the City Clerk, and with copies to the City Attorney, within sixty (60) days after the adoption of this Ordinance. Such written acceptance shall be accompanied by construction and completion bonds, security funds, and evidence of insurance all as may be required pursuant to the TWTC Franchise, if any such construction and completion bonds, security funds or insurance change as a result of this indirect change of control.

6. The following addresses shall replace the Franchisee notice addresses in Section 11.1 of the TWTC Franchise:

Level 3 Communications, LLC
Attn: NIS Department

1025 Eldorado Boulevard
Broomfield, CO 80021

With a copy to:

Level 3 Communications, LLC
Attn: General Counsel
1025 Eldorado Boulevard
Broomfield, CO 80021

Section 4. To the best of the City's knowledge and belief, there are no existing facts or circumstances that with or without the giving of notice or the passage of time, or both, would constitute a default of any term or condition of the Franchise.

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

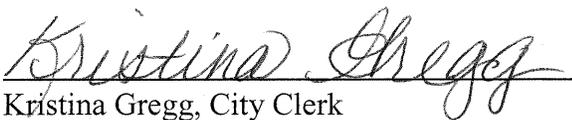
ADOPTED this 26th day of January, 2016, and signed in authentication thereof on this 26th day of January, 2016.

CITY OF SEATAC



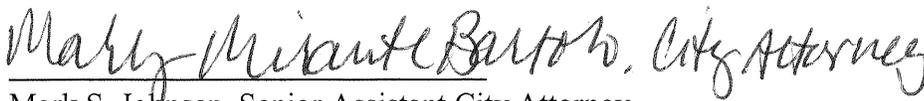
Rick Forschler, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mark S. Johnsen, Senior Assistant City Attorney

[Effective Date: 2-6-16]

ORDINANCE NO. 16-1002

AN ORDINANCE of the City Council of the City of SeaTac, Washington vacating a 30-foot easement located at 2825 South 154th Street.

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

WHEREAS, the City Council passed Resolution No. 16-006 fixing a February 23, 2016 public hearing on the vacation request, to be followed by Council action; and

WHEREAS, no apparent municipal use of easement exists, for their own use; and

WHEREAS, no objections to vacation were filed 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 the vacation of the easement as legally described on Exhibits "A" 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. The easement, as legally described on Exhibits "A" to this Ordinance, within the City of SeaTac, is hereby vacated, subject to Sections 2 and 3 of this Ordinance.

Section 2. No Compensation Required. Property owners are retaining the right to their property, and the City is vacating a long-standing easement for right of way purposes no longer needed for municipal purposes, so no need for compensation to the City exists.

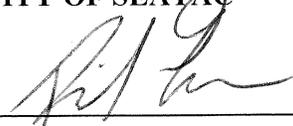
Section 3 Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 4 Recordation. The City Clerk shall cause a certified copy of this Ordinance to be recorded in the records of the King County Recorder following the effective date hereof.

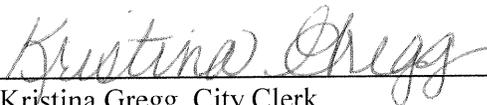
Section 5 Effective Date. This Ordinance shall be effective five days after passage and publication as required by law.

ADOPTED this 23rd day of February, 2016, and signed in authentication thereof on this 23rd day of February, 2016.

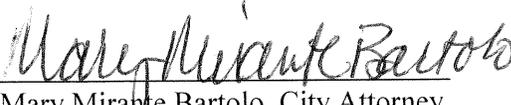
CITY OF SEATAc


Rick Forschler, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Effective Date: March 5, 2016]

[SeaTac 3, LLC easement vacation]

EXHIBIT A – LEGAL DESCRIPTION AND EXHIBIT

15. Exception_11_4207485

4207485

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EASEMENT

The Grantors, Howard J. Barta who acquired title as a single man, and Armeta T. Barta, his wife, married May 25 1946 and all times since.

This Easement is given for the sole purpose of a right of way for Public Thoroughfare, to King County, State of Washington and described as follows:

BEGINNING AT A POINT 118.29 feet from Northeast Corner of Tract Four Kerr's Sunnydale Five Acre Tracts, Block Two, King County, a distance 30 feet west on north line, thence 300 feet south; thence 30 feet east; thence 300 feet north, to the point of beginning, all in King County, State of Washington.

dated this 4th. day of February, 1952.

Howard J. Barta
Howard J. Barta
Armeta T. Barta
Armeta T. Barta

STATE OF WASHINGTON) SS
County of King)

On this day personally appeared before me HOWARD J. BARTA and ARMETA T. BARTA, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same for the purposes therein mentioned, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th. day of February, 1952.

Maria A. Budd
Notary Public in and for the
State of Washington, residing
at Seattle

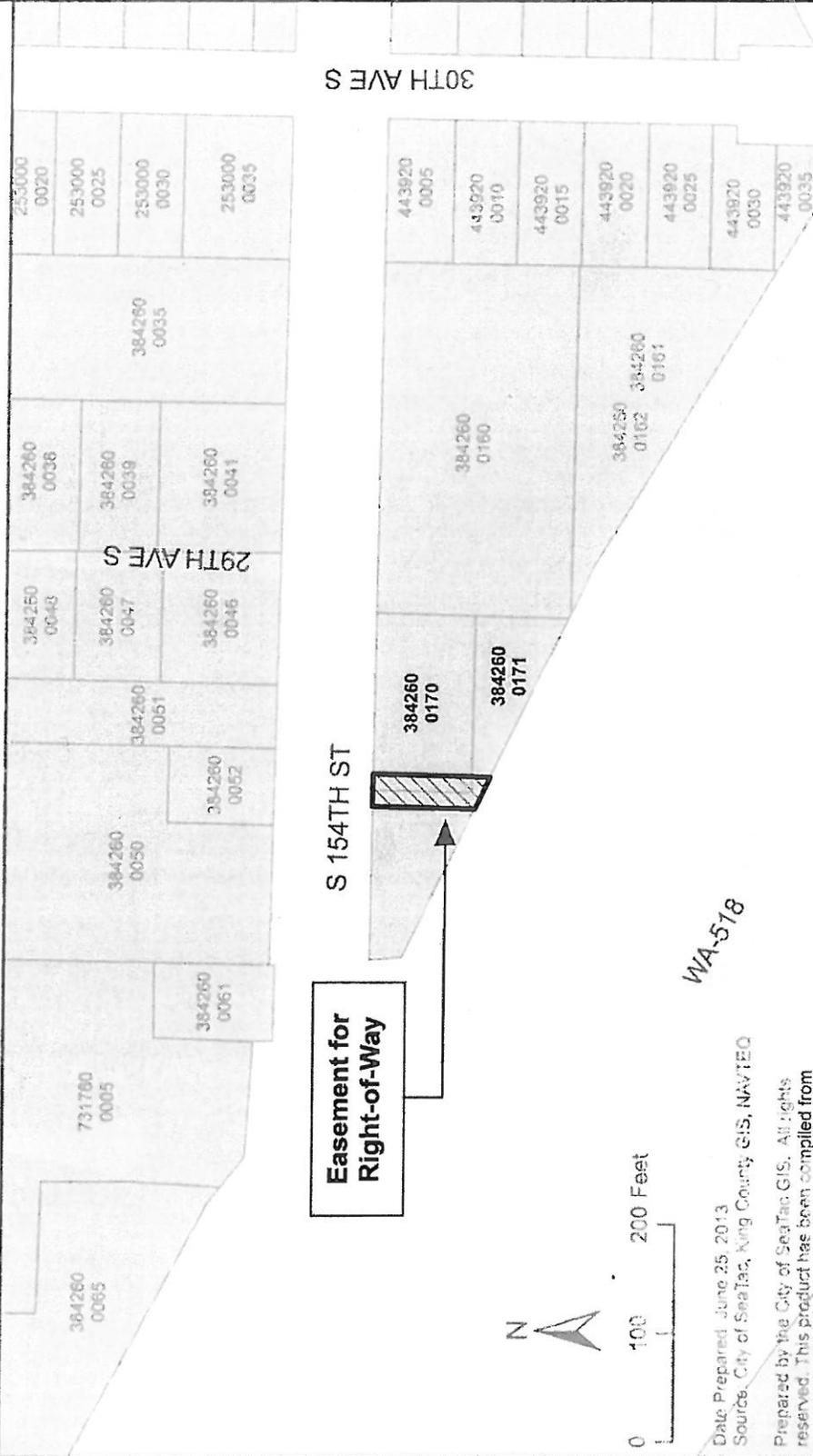
Filed for Record Feb 7 1952
Request of Mrs. Howard J. Barta
ROBERT A. MORRIS, County Registrar



City of SeaTac

Scocco Vacation Application (VA-036)

Easement for Right-of-Way - 2521 S 154th St



Easement for Right-of-Way

WA-518

Date: Prepared June 25, 2013
 Source: City of SeaTac, King County GIS, NAVTEQ
 Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.

ORDINANCE NO. 16-1003

AN ORDINANCE of the City of SeaTac, Washington, granting to Astound Broadband, LLC d/b/a Wave, a Washington limited liability company, and its successors and assigns, a non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic Cable Network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac.

WHEREAS, Astound Broadband, LLC d/b/a Wave ("Grantee") has applied for a nonexclusive franchise to enter, occupy, and use public rights-of-way and nonexclusive easements to construct, operate and maintain a Fiber Optic Cable Network to offer and provide Communications Services for hire, sale, or resale in the City; and

WHEREAS, the City has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040;

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

SECTION 1. DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- 1.1 "Affiliate"** means a Person directly or indirectly owned or controlled by Grantee, or that owns or controls Grantee, or is under common ownership or control with Grantee.
- 1.2 "Communications Services"** means telecommunications services and information services as defined under 47 U.S.C. § 153, and network telephone services as defined under RCW 82.16.010.
- 1.3 "City"** means the City of SeaTac, Washington, a municipal corporation.
- 1.4 "FCC"** means the Federal Communications Commission or its lawful successor.
- 1.5 "Fiber Optic Cable Network"** means a transmission medium of optical fiber cable, along with all associated optronics and equipment, capable of carrying communications signals by means of electric light-wave impulses.
- 1.6 "Franchise"** means this document, a non-exclusive contractual agreement, and any amendments and modifications thereto executed between the City and Grantee, containing

the specific provisions of the authorization granted to operate a Fiber Optic Cable Network in the City.

1.7 "Franchise Area" means Rights-of-Way within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.8 "Grantee" shall mean Astound Broadband, LLC d/b/a Wave, a Washington limited liability company.

1.9 "Person" means any individual, partnership, association, joint stock company, trust, corporation, or governmental entity, but shall not mean the City.

1.10 "Right-of-Way" (pluralized as "Rights-of-Way") means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public way of the City, including, but not limited to, non-exclusive utility easements, dedicated utility strips, or public ways dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Fiber Optic Cable Network. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.

1.11 "State" means the State of Washington.

1.12 "Underground Facilities" means Facilities located under the surface of the ground, other than underground foundations or supports for overhead Facilities.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to the Grantee a nonexclusive Franchise authorizing construction, operation, and maintenance of a Fiber Optic Cable Network in, along, among, upon, across, above, over, under, the Franchise Area, and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and use existing poles as may be necessary or appurtenant for Grantee's Fiber Optic Cable Network. This Franchise shall also constitute a right to provide Communications Services throughout the Franchise Area.

(B) Grantee, through this Franchise, is granted the right for its Fiber Optic Cable Network to occupy and use the Franchise Area of the City. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation,

resolution or other enactment of the City, except within the lawful exercise of the City's police power. In the event of a conflict between the SeaTac Municipal Code and this Franchise, this Franchise shall control. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public and Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power upon reasonable notice by the City.

- (C) Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering Communications Services in the Franchise Area, or directly involved in the management or operation of the Fiber Optic Cable Network in the Franchise Area, will also comply with the terms and conditions of this Franchise.
- (D) This Franchise shall not include or be a substitute for:
- (1) Any other permit or authorization lawfully required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City; or
 - (2) Any permit, agreement or authorization lawfully required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
 - (3) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.
- (E) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way.
- (F) This Franchise expressly authorizes Grantee to provide Communications Services over its Fiber Optic Cable Network.

2.2 Duration

This Franchise is and shall remain in full force and effect until March 1, 2026; provided, however, Grantee shall have no rights under this Franchise nor shall Grantee be bound by the terms and conditions of this Franchise unless Grantee shall, within thirty (30) days after the passage date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon Grantee's written request for an extension, the City may, at its discretion extend this Franchise for up to one ten (10) year extension, provided, however, that the City will not consider the request to extend the Franchise unless Grantee is in substantial compliance with the terms and conditions of the Franchise. In any such extension, if granted by

the City, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

2.3 Effective Date

The effective date of this Franchise shall be twenty (20) days after publication following the adoption of this Franchise by the City's City Council, unless Grantee fails to file with the City an unconditional written acceptance of this Franchise and post the security required hereunder within sixty (60) days of the effective date of this Franchise, in which event this Franchise shall be void.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Fiber Optic Cable Network as the City deems appropriate.

2.5 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Fiber Optic Cable Network within the Franchise Area; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. TAXES, CHARGES, AND FEES

3.1 Franchise Fee.

The parties understand that RCW 35.21.860 currently prohibits a city or town from imposing a franchise fee or any other fee or charge of whatever nature or description for use of the Right-of-Way upon any telephone business, as defined in RCW 82.16.010, or service provider, as defined in RCW 35.99.010. Based on the representations of Grantee, the City understands that Grantee is a service provider as defined in RCW 35.99.010, and engages in the telephone business as defined by RCW 82.16.010. If the statutory prohibition in RCW 35.21.860 is removed, Grantee agrees that the City may assess a reasonable franchise fee in accordance with such lawfully adopted revised state statute and that this Franchise will be amended accordingly, upon the mutual agreement of the parties, including the adoption of provisions necessary for the proper administration and payment of such fee.

3.2 Administrative Charges and Fees.

The parties also understand that RCW 35.21.860 authorizes the City to recover from Grantee all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to: receiving and approving this Franchise and required permits; inspecting plans

and construction; and preparing a detailed statement under Ch. 43.21 C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Grantee from paying and being responsible for other actual administrative expenses incurred by the City. Grantee and the City agree that the following fees are consistent with this provision and shall be paid by Franchise:

- (A) Grantee has paid an initial franchise administration/processing fee of four thousand two hundred and eighty dollars (\$4,280) at the time of application, with said application having previously submitted with the administration/processing fee as evidenced by Grantee's check number 162671, dated December 11, 2015.
- (B) Grantee shall pay permit fees and related charges, in accordance with the applicable sections of the most current City Code, at the time of application for the permit.

3.3 The fees and taxes set forth in this section shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to -be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City.

SECTION 4. INDEMNIFICATION AND INSURANCE REQUIREMENTS

4.1 Indemnification

- (A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, and its officers, officials, boards, commissions, agents and employees (while acting in an official capacity) from any third party action, claim, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees and expenses, arising from the death of, injury, casualty or accident to, as applicable, a Person, equipment or property arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Fiber Optic Cable Network, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees, except to the extent that such injuries and damages caused by the negligence or willful misconduct of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City.
- (B) Procedures and Defense. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee within six (6) business days of receipt of such notice, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, at City's sole expense (except as provided in

subsection (C) below), and, in any event, neither party may agree to any settlement of claims financially affecting the other party without such party's prior written approval, which approval shall not be unreasonably withheld.

- (C) Expenses. If separate representation to fully protect the interests of both parties is required, such as conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay the reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as reasonable consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. In the event City desires to pursue or bring any counterclaims or an interpleader action, equitable relief, a restraining order or injunction, City may employ separate counsel on its behalf at City's sole expense.

4.2 Insurance Requirements

Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property which may arise from or in connection with this Franchise by the Grantee, their agents, representatives, employees or subcontractors.

- (A) Minimum Amounts of Insurance. In accordance with applicable law, the Grantee shall maintain throughout the term of this Franchise the following insurance limits:

- (1) Automobile Liability. The Grantee shall keep in force an automobile liability insurance policy and, if necessary, a commercial umbrella liability insurance policy with a limit of not less than Three Million Dollars (\$3,000,000) per accident. Such insurance shall cover liability arising out of any Grantee motor vehicle (including owned, hired, and non-owned vehicles).
- (2) Commercial General Liability. A commercial general liability insurance policy issued by a company duly authorized to do business in the State of Washington insuring the Grantee with respect to the installation, maintenance, and operation of Grantee's Fiber Optic Cable Network in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.
- (3) Excess General Liability. Excess or Umbrella Liability coverage at limits of Five Million Dollars (\$5,000,000) per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.
- (4) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- (B) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Excess General Liability insurance:
- (1) The Grantee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.
 - (2) Omitted.
 - (3) Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements herein.
- (C) Acceptability of Insurers. Insurance is to be obtained from insurers with a current A.M. Best rating of not less than A: VII licensed to do business in the State of Washington.
- (D) Verification of Coverage. Upon acceptance of the Franchise, Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee. Grantee may also name the City as an additional insured on a "blanket basis" in lieu of an additional insured endorsement.
- (E) Subcontractors. Grantee shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by any contractors or subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- (F) Endorsements. Grantee agrees that with respect to the insurance requirements contained above, all insurance certificates will contain the following required provisions:
- (1) Name the City and its officers, employees, and elected representatives as a primary, non-contributory additional insured, with the exception of Workers' Compensation.
 - (2) Omitted.
 - (3) Shall be on an occurrence basis.
- (G) Insurance Term. The insurance required above shall be kept in full force and effect by Grantee during this Franchise and thereafter until after the removal of all poles, wires, Fiber Optic cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's Fiber Optic Cable Network, should such removal be required by City Council or undertaken by Grantee. Grantee shall

provide at least 30 days' written notice, by mail, to the City before cancellation of any insurance required under this Franchise.

- (H) Issuing Companies. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Grantee.
- (I) No Limit on Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

4.3 Performance Bond

- (A) Amount. Within 60 days of the Effective Date of this Franchise, the Grantee shall provide the City with a financial guarantee in the amount of One Hundred Thousand Dollars (\$100,000) running for or renewable for, the term of this Franchise, in a form and substance acceptable to the City. This Franchise performance bond shall be separate and distinct from any other bond or deposit required.
- (B) Damages. In the event Grantee shall fail to substantially comply with anyone or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to reasonable staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described.
 - (1) Before any draws are made on the Franchise performance bond, the City Manager or designee shall give written notice to the Grantee:
 - (a) Describing with reasonable particularity the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of the Grantee's act or default;
 - (b) Providing a reasonable opportunity for the Grantee to first remedy the existing or ongoing default or failure, if applicable;
 - (c) Providing a reasonable opportunity for the Grantee to pay any moneys due the City before the City draws on the Franchise performance bond, if applicable;
 - (d) That the Grantee will be given an opportunity to review the act, default or failure described in the notice with the City Manager or designee.

(2) The Grantee shall replace the Franchise performance bond within fourteen (14) days after written notice from the City Manager or designee that there is a deficiency in the amount of the Franchise performance bond.

(C) Liability. Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

(D) Termination. If the Franchise is terminated, or upon expiration or transfer of the Franchise, the City will return the original bond or sign the necessary documentation to release the bond promptly if Grantee does not have any unexpired obligations with respect to right of way work and does not owe funds to the City or is not in default of a material provision of the Franchise.

SECTION 5. REPORTS AND RECORDS

5.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at the Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential and are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office, with any travel related expenses incurred in making such inspection paid by the Grantee. The City shall not exercise its rights under this Section 5.1 more than once per calendar year.

5.2 Confidentiality

Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any Affiliate of Grantee that is not providing Communications Services in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Grantee confidential to the extent permitted by law. For confidential or proprietary books and records, Grantee shall accommodate the review of these books and records through a Non-Disclosure Agreement negotiated with a City designated third-party consultant. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary. The Grantee shall not be required to provide customer information in violation of applicable federal or state privacy laws. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Cable Network design, customer lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that

is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

5.3 Maps and Records Required

Grantee shall provide in a timely manner upon the City's request:

- (A) A route map that depicts the general location of the Fiber Optic Cable Network facilities placed in the Rights-of-Way. The route map shall identify Fiber Optic Cable Network facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information Cable Network program.

SECTION 6. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

6.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way and applicable easements for any facility needed for the maintenance, operation or extension of Grantee's Fiber Optic Cable Network.

6.2 General Standard

All work authorized and required hereunder shall be done in a commercially reasonable manner. All equipment shall be durable and installed and maintained in accordance with industry-standard engineering practices and shall comply with applicable law.

6.3 Movement of Facilities during Emergencies

During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the problem without disrupting Communications Services. If after providing reasonable notice under the circumstances, there is no immediate response, the City may move Grantee's facilities, and the City may bill the Grantee for the cost, which shall be paid within 90 days of receipt of an itemized bill. Should the Grantee and the City disagree about any billed costs, both parties agree to work together to resolve the dispute. If no agreement can be reached, either party may pursue appropriate legal action.

6.4 One Call

The Grantee shall, at its own expense, comply with all regulations of Chapter 19.122 RCW, the One Call Locator Service.

6.5 Permits Required

Prior to doing any work in the Right-of-Way or other public property (which includes any lane closures or traffic control, and excludes installations or general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Grantee shall apply for, and obtain, in advance, appropriate construction permits from the City. As part of the permitting process, the City may impose such conditions as are necessary for protecting any structures in such Rights-of-Way, and for providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City construction permits.

6.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee may initiate such emergency repairs, and, if necessary, shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

6.7 Compliance with Applicable Codes

- (A) City Codes. Grantee shall comply with all applicable City codes regarding the construction and use of the Rights-of-Way.
- (B) Regulations and Safety Codes. Grantee shall comply with the National Electric Code, National Electrical Safety Code, Occupational Safety and Health Administration (OSHA) standards, and laws and regulations of the State of Washington, and shall comply with RCW 39.04.180 with respect to the construction of trench safety systems.

6.8 Least Interference

Work in the Rights-of-Way, or on other public property, shall be done in a commercially reasonable manner designed to minimize interference with the rights and reasonable convenience of property owners and City residents. Grantee's Fiber Optic Cable Network shall be constructed and maintained in such a manner as not to interfere with storm sewers, conduit or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

6.9 Poles & Undergrounding Requirements [Section 6.9 open for discussion.]

The Grantee shall locate its Fiber Optic Cable Network underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities. Grantee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of the Grantee's aerial facilities to underground installation at the Grantee's expense. Unless otherwise permitted by the City, the Grantee shall underground its Facilities at any location where utilities are currently underground.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City,

Grantee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in additions to the costs specifically attributable to the undergrounding of Grantee's own Facilities. "Common costs" shall be determined for a project on the basis of the number and size of Grantee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded. The provisions of this Section 6.9 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6.9 shall be construed as requiring the City to pay any costs of undergrounding any of the Grantee's facilities. This Franchise does not grant to the Grantee the right or privilege to utilize conduit, poles, or other equipment owned by the City or any Person without separate legal authority to do so or permission from the conduit, pole, or equipment owner.

6.10 Restoration of Property

- (A) If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Fiber Optic Cable Network, the Grantee disturbs, alters, or damages any public property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition equal to or better than the condition existing immediately prior to the disturbance, ordinary wear and tear excepted.
- (B) Grantee shall warrant any restoration work performed by or for Grantee in the Rights-of-Way or on other public property for one (1) year, unless a longer period is required by the municipal code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. The Grantee shall pay the City within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment.

6.11 Relocation of Fiber Optic Cable Network Facilities

- (A) Relocation at Request of City. Upon thirty (30) days prior written notice to the Grantee, the City shall have the right to require the Grantee to relocate any part of the Fiber Optic Cable Network within the Rights-of-Way or on public property when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. In the event of any City capital improvement project which requires the temporary or permanent relocation, removal, replacement, modification or disconnection of the Grantee's facilities or equipment, the City shall provide at least ninety (90) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. Should Grantee fail to relocate, remove, replace, modify or disconnect any such facilities by the date established by the City, the City may

effect such relocation, removal, replacement, modification or disconnection, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way.

- (B) In the case of relocation projects where the City hires a contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity, then the Grantee shall pay to the City the Grantee's portion of trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Grantee, are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work at its sole cost. The City's contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's facilities in the supplied joint trench.

6.12 Movement of Fiber Optic Cable Network Facilities for Others

If any relocation, removal, replacement, modification or disconnection of the Fiber Optic Cable Network is required to accommodate the construction or repair of the facilities or equipment of another City franchise holder(s) or any facilities-based entity authorized to provide Communications Services within the franchise area without a franchise granted by the City, Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, but only if the other Franchise holder or other facilities-based entity operating without a franchise pays for the Grantee's costs associated with the project and Grantee is issued a permit for such work by the City.

In the event an underground conversion of facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City capital or transportation improvement project, this Franchise shall in no way limit the Grantee's right to recoup all reasonable costs associated with the underground conversion of the Fiber Optic Cable Network from the Person responsible for the project.

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

6.13 Tree Trimming

The Grantee shall have the authority to conduct pruning and trimming for access to the Fiber Optic Cable Network facilities in the Rights-of-Way. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming. Grantee shall use commercially reasonable efforts to provide advance notice to the

record owners of property adjacent to Facilities of Grantee within the Franchise Area where major Vegetation removal is planned to be conducted by Grantee.

6.14 Joint Trenching/Boring

To the extent it makes economic sense, the timing is appropriate, and subject to applicable safety laws and best engineering practices, Grantee will joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees, and franchisees so as to reduce the number of Right-of-Way cuts within the City.

6.15 Limitations on Future Work

In the event that City reconstructs a roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances or written permission from the City.

6.16 Abandonment of Grantee's Facilities

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

SECTION 7. FRANCHISE VIOLATIONS

7.1 Enforcement Action.

Whenever the City seeks to enforce the Franchise agreement, it shall first provide written notice to the Grantee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits specified in this Section 7 may be modified by written stipulation of the City and Grantee.

(A) Except in case of urgency or public need relating to management of the Rights-of- Way as reasonably determined by the City, the Grantee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) Contesting it and requesting a meeting to discuss with the City; or
- (2) Accepting it and agreeing to cure as requested within time limits specified; or
- (3) Requesting additional time or other modifications. In such event, Grantee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(B) If the City is not satisfied with the response to the enforcement action, the City shall have the right to issue a Material Notice of Default.

7.2 Material Notice of Default.

(A) The City shall notify the Grantee, in writing, of any alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to:

- (1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or
- (2) cure the default; or
- (3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City, in writing and in detail, as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged material default within the cure period stated above, or by the projected completion date under this section, or denies the default and requests a meeting in accordance with this section, or the City orders a meeting in accordance with this section, the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting, in writing, and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, then Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or violation within thirty (30) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

- (1) Recommend the revocation of this Franchise pursuant to the procedures in this franchise; or
- (2) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

7.3 Revocation.

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

- (1) If Grantee fails to cure any violations of a material obligation under this Franchise, after the process set forth in Section 7.2 has been followed;
 - (2) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;
 - (3) If Grantee willfully misrepresents material facts in the negotiation of this Franchise; or
- (B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection and provide any explanation or cure the alleged default. In the event the City does not receive a timely and satisfactory response from Grantee, it may then, by Ordinance, seek a termination of the Franchise in accordance with this section.
- (C) Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is timely filed as allowed by applicable law.

7.4 Termination

- (A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law, order the removal of the above-ground Fiber Optic Cable Network facilities and such underground facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way and public places in as good a condition as that prevailing prior to Grantee's removal of its equipment, ordinary wear and tear excepted, and without affecting electrical or telephone wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.
- (B) If Grantee fails to complete any removal required by subsection 7.4(A) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the letter of credit, if any, or other surety if Grantee has not paid such amount within the foregoing time period.

7.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar either party from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the either party to recover damages, as allowed under applicable law, or to seek and obtain judicial enforcement of either

party's obligations, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law. Grantee specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to Grantee, its officers, agents, or employees under federal, State, or local law, all of which are hereby reserved.

SECTION 8. [SECTION INTENTIONALLY LEFT BLANK]

SECTION 9. FRANCHISE TRANSFER

Neither the Grantee nor any other Person may transfer the Fiber Optic Cable Network or the Franchise without the prior written notice to the City. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without prior written notice to the City. Notice is required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Fiber Optic Cable Network in order to secure indebtedness, or (2) a transfer to an Affiliate.

SECTION 10. RESERVATION OF RIGHTS IN EVENT OF VACATION

10.1 Vacation of Franchise Area

In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, notify Grantee of proposed vacation and reserve and grant an easement to Grantee for Grantee's existing Facilities of an appropriate size as reasonably requested by Grantee unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation, providing that Grantee provides input to the City within twenty (20) days upon notification of such proposed vacation action.

10.2 Condemnation Rights

The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of Grantee's Facilities within the Franchise Area.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, via certified mail, return receipt requested or overnight mail by a nationally recognized courier and such notices shall be effective upon actual receipt or refusal of delivery. Notices to Grantee shall be sent to:

Astound Broadband, LLC d/b/a Wave
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO and Byron Springer, EVP

Notices to City shall be sent to:

Joe Scorcio
Acting City Manager
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Email: jscorcio@ci.seatac.wa.us
Phone: 206-973-4800

11.2 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

11.3 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, including hearings contemporaneous with its acceptance of this Franchise.

11.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

11.5 Authority to Amend

This Franchise may be amended at any time by mutual written agreement between the parties.

11.6 Governing Law and Venue

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington, exclusive of its choice of law provisions. The parties agree that any dispute related to this franchise shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Washington.

11.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

11.8 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third parties or the public in any manner which would indicate any such relationship with the other. Further, the Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City.

11.9 Cooperation

The parties recognize that it is in their mutual best interests for the Fiber Optic Cable Network to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

11.10 Waiver

The failure of either party at any time to require performance by the other party concerning any provision hereof shall in no way affect the right of either party hereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

11.11 Severability

If any section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise, provided that if a material section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, the parties will negotiate in good faith on replacement terms, and if such negotiations fail to reach mutual agreement, and the City elects, without agreement by Grantee, to enforce the remaining provisions of this Franchise, Grantee shall have the option to immediately terminate this Franchise without penalty or pursue any remedy available in law or in equity.

11.12 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

11.13 Force Majeure

The Grantee will not be held in violation under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement relating thereto, where such noncompliance or alleged violation occurred or was caused by circumstances reasonably beyond the ability of the Grantee to control. This includes war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages or slowdowns not attributable to Grantee's employees, or power outages exceeding backup power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Fiber Optic Cable Network is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a reasonable substitute for such obligation which is satisfactory to the City.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by

the City to substantiate the Grantee's claim: If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

11.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

ADOPTED this 12th day of April, 2016, and signed in authentication thereof on this 12th day of April, 2016.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to form:



Mary Mirante Bartolo, City Attorney

REPEALED

ORDINANCE NO. 16-1004

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the City's 2015-2016 Biennial Budget.

WHEREAS, the City Council desires to amend the City's 2015-2016 Biennial Budget to increase expenditures in Fund #301 for SeaTV capital expenses and design and construction of the Riverton Heights Park Project;

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

Section 1. The 2015-2016 Biennial Budget for the City of SeaTac, covering the period from January 1, 2015, through December 31, 2016, is hereby amended to increase expenditures in the Municipal Capital Improvements Fund (Fund #301) by \$357,000.

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

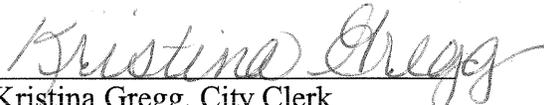
ADOPTED this 10th day of May, 2016, and signed in authentication thereof on this 10th day of May, 2016.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 5/21/16]

[Budget Amendment Ordinance—Fund #301]

ORDINANCE NO. 16-1005

AN ORDINANCE of the City of SeaTac, Washington, granting to Astound Broadband, LLC d/b/a Wave, a Washington limited liability company, and its successors and assigns, a non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic Cable Network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac, and repealing Ordinance 16-1003.

WHEREAS, Astound Broadband, LLC d/b/a Wave ("Grantee") has applied for a nonexclusive franchise to enter, occupy, and use public rights-of-way and nonexclusive easements to construct, operate and maintain a Fiber Optic Cable Network to offer and provide Communications Services for hire, sale, or resale in the City; and

WHEREAS, the City has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040;

WHEREAS, the City Council adopted Ordinance 16-1003, but that Ordinance contained two sections that were inadvertently incorrect;

WHEREAS, it is necessary to repeal Ordinance 16-1003, with the intent that this Ordinance take its place;

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

Section 1. Ordinance 16-1003 is hereby repealed.

Section 2. The following non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic Cable Network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac is hereby granted to Astound Broadband, LLC d/b/a Wave, a Washington limited liability company, and its successors and assigns:

SECTION 1. DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Affiliate" means a Person directly or indirectly owned or controlled by Grantee, or that owns or controls Grantee, or is under common ownership or control with Grantee.

- 1.2 "Communications Services"** means telecommunications services and information services as defined under 47 U.S.C. § 153, and network telephone services as defined under RCW 82.16.010.
- 1.3 "City"** means the City of SeaTac, Washington, a municipal corporation.
- 1.4 "FCC"** means the Federal Communications Commission or its lawful successor.
- 1.5 "Fiber Optic Cable Network"** means a transmission medium of optical fiber cable, along with all associated optronics and equipment, capable of carrying communications signals by means of electric light-wave impulses.
- 1.6 "Franchise"** means this document, a non-exclusive contractual agreement, and any amendments and modifications thereto executed between the City and Grantee, containing the specific provisions of the authorization granted to operate a Fiber Optic Cable Network in the City.
- 1.7 "Franchise Area"** means Rights-of-Way within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 1.8 "Grantee"** shall mean Astound Broadband, LLC d/b/a Wave, a Washington limited liability company.
- 1.9 "Person"** means any individual, partnership, association, joint stock company, trust, corporation, or governmental entity, but shall not mean the City.
- 1.10 "Right-of-Way" (pluralized as "Rights-of-Way")** means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public way of the City, including, but not limited to, non-exclusive utility easements, dedicated utility strips, or public ways dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Fiber Optic Cable Network. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.
- 1.11 "State"** means the State of Washington.
- 1.12 "Underground Facilities"** means Facilities located under the surface of the ground, other than underground foundations or supports for overhead Facilities.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

- (A) The City hereby grants to the Grantee a nonexclusive Franchise authorizing construction, operation, and maintenance of a Fiber Optic Cable Network in, along, among, upon, across, above, over, under, the Franchise Area, and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and use existing poles as may be necessary or appurtenant for Grantee's Fiber Optic Cable Network. This Franchise shall also constitute a right to provide Communications Services throughout the Franchise Area.
- (B) Grantee, through this Franchise, is granted the right for its Fiber Optic Cable Network to occupy and use the Franchise Area of the City. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City's police power. In the event of a conflict between the SeaTac Municipal Code and this Franchise, this Franchise shall control. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public and Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power upon reasonable notice by the City.
- (C) Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering Communications Services in the Franchise Area, or directly involved in the management or operation of the Fiber Optic Cable Network in the Franchise Area, will also comply with the terms and conditions of this Franchise.
- (D) This Franchise shall not include or be a substitute for:
- (1) Any other permit or authorization lawfully required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City; or
 - (2) Any permit, agreement or authorization lawfully required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
 - (3) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

- (E) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way.
- (F) This Franchise expressly authorizes Grantee to provide Communications Services over its Fiber Optic Cable Network.

2.2 Duration

This Franchise is and shall remain in full force and effect until March 1, 2026; provided, however, Grantee shall have no rights under this Franchise nor shall Grantee be bound by the terms and conditions of this Franchise unless Grantee shall, within thirty (30) days after the passage date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon Grantee's written request for an extension, the City may, at its discretion extend this Franchise for up to one ten (10) year extension, provided, however, that the City will not consider the request to extend the Franchise unless Grantee is in substantial compliance with the terms and conditions of the Franchise. In any such extension, if granted by the City, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

2.3 Effective Date

The effective date of this Franchise shall be twenty (20) days after publication following the adoption of this Franchise by the City's City Council, unless Grantee fails to file with the City an unconditional written acceptance of this Franchise and post the security required hereunder within sixty (60) days of the effective date of this Franchise, in which event this Franchise shall be void.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Fiber Optic Cable Network as the City deems appropriate.

2.5 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Fiber Optic Cable Network within the Franchise Area; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. TAXES, CHARGES, AND FEES

3.1 Franchise Fee.

The parties understand that RCW 35.21.860 currently prohibits a city or town from imposing a franchise fee or any other fee or charge of whatever nature or description for use of the Right-of-Way upon any telephone business, as defined in RCW 82.16.010, or service provider, as defined in RCW 35.99.010. Based on the representations of Grantee, the City understands that Grantee is a service provider as defined in RCW 35.99.010, and engages in the telephone business as defined by RCW 82.16.010. If the statutory prohibition in RCW 35.21.860 is removed, Grantee agrees that the City may assess a reasonable franchise fee in accordance with such lawfully adopted revised state statute and that this Franchise will be amended accordingly, upon the mutual agreement of the parties, including the adoption of provisions necessary for the proper administration and payment of such fee.

3.2 Administrative Charges and Fees.

The parties also understand that RCW 35.21.860 authorizes the City to recover from Grantee all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to: receiving and approving this Franchise and required permits; inspecting plans and construction; and preparing a detailed statement under Ch. 43.21 C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Grantee from paying and being responsible for other actual administrative expenses incurred by the City. Grantee and the City agree that the following fees are consistent with this provision and shall be paid by Franchise:

- (A) Grantee has paid an initial franchise administration/processing fee of four thousand two hundred and eighty dollars (\$4,280) at the time of application, with said application having previously submitted with the administration/processing fee as evidenced by Grantee's check number 162671, dated December 11, 2015.
- (B) Grantee shall pay permit fees and related charges, in accordance with the applicable sections of the most current City Code, at the time of application for the permit.

3.3 The fees and taxes set forth in this section shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to -be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City.

SECTION 4. INDEMNIFICATION AND INSURANCE REQUIREMENTS

4.1 Indemnification

- (A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, and its officers, officials, boards, commissions, agents and employees (while acting in an official capacity) from any third party action, claim, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees and expenses, arising from the death of, injury, casualty or accident to, as applicable, a Person, equipment or property arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Fiber Optic Cable Network, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees, except to the extent that such injuries and damages caused by the sole negligence of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City.
- (B) Procedures and Defense. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee within six (6) business days of receipt of such notice, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, at City's sole expense (except as provided in subsection (C) below), and, in any event, neither party may agree to any settlement of claims financially affecting the other party without such party's prior written approval, which approval shall not be unreasonably withheld.
- (C) Expenses. If separate representation to fully protect the interests of both parties is required, such as conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay the reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as reasonable consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. In the event City desires to pursue or bring any counterclaims or an interpleader action, equitable relief, a restraining order or injunction, City may employ separate counsel on its behalf at City's sole expense.

4.2 Insurance Requirements

Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property which may arise from or in connection with this Franchise by the Grantee, their agents, representatives, employees or subcontractors.

- (A) Minimum Amounts of Insurance. In accordance with applicable law, the Grantee shall maintain throughout the term of this Franchise the following insurance limits:

- (1) Automobile Liability. The Grantee shall keep in force an automobile liability insurance policy and, if necessary, a commercial umbrella liability insurance

policy with a limit of not less than Three Million Dollars (\$3,000,000) per accident. Such insurance shall cover liability arising out of any Grantee motor vehicle (including owned, hired, and non-owned vehicles).

- (2) Commercial General Liability. A commercial general liability insurance policy issued by a company duly authorized to do business in the State of Washington insuring the Grantee with respect to the installation, maintenance, and operation of Grantee's Fiber Optic Cable Network in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.
- (3) Excess General Liability. Excess or Umbrella Liability coverage at limits of Five Million Dollars (\$5,000,000) per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.
- (4) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(B) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Excess General Liability insurance:

- (1) The Grantee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.
- (2) Omitted.
- (3) Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements herein.

(C) Acceptability of Insurers. Insurance is to be obtained from insurers with a current A.M. Best rating of not less than A: VII licensed to do business in the State of Washington.

(D) Verification of Coverage. Upon acceptance of the Franchise, Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee. Grantee may also name the City as an additional insured on a "blanket basis" in lieu of an additional insured endorsement.

(E) Subcontractors. Grantee shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by any contractors or subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

(F) Endorsements. Grantee agrees that with respect to the insurance requirements contained above, all insurance certificates will contain the following required provisions:

- (1) Name the City and its officers, employees, and elected representatives as a primary, non-contributory additional insured, with the exception of Workers' Compensation.
- (2) Omitted.
- (3) Shall be on an occurrence basis.

(G) Insurance Term. The insurance required above shall be kept in full force and effect by Grantee during this Franchise and thereafter until after the removal of all poles, wires, Fiber Optic cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's Fiber Optic Cable Network, should such removal be required by City Council or undertaken by Grantee. Grantee shall provide at least 30 days' written notice, by mail, to the City before cancellation of any insurance required under this Franchise.

(H) Issuing Companies. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Grantee.

(I) No Limit on Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

4.3 Performance Bond

(A) Amount. Within 60 days of the Effective Date of this Franchise, the Grantee shall provide the City with a financial guarantee in the amount of One Hundred Thousand Dollars (\$100,000) running for or renewable for, the term of this Franchise, in a form and substance acceptable to the City. This Franchise performance bond shall be separate and distinct from any other bond or deposit required.

(B) Damages. In the event Grantee shall fail to substantially comply with anyone or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to reasonable staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described.

- (1) Before any draws are made on the Franchise performance bond, the City Manager or designee shall give written notice to the Grantee:

- (a) Describing with reasonable particularity the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of the Grantee's act or default;
 - (b) Providing a reasonable opportunity for the Grantee to first remedy the existing or ongoing default or failure, if applicable;
 - (c) Providing a reasonable opportunity for the Grantee to pay any moneys due the City before the City draws on the Franchise performance bond, if applicable;
 - (d) That the Grantee will be given an opportunity to review the act, default or failure described in the notice with the City Manager or designee.
- (2) The Grantee shall replace the Franchise performance bond within fourteen (14) days after written notice from the City Manager or designee that there is a deficiency in the amount of the Franchise performance bond.

(C) Liability. Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

(D) Termination. If the Franchise is terminated, or upon expiration or transfer of the Franchise, the City will return the original bond or sign the necessary documentation to release the bond promptly if Grantee does not have any unexpired obligations with respect to right of way work and does not owe funds to the City or is not in default of a material provision of the Franchise.

SECTION 5. REPORTS AND RECORDS

5.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at the Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential and are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office, with any travel related expenses incurred in making such inspection paid by the Grantee. The City shall not exercise its rights under this Section 5.1 more than once per calendar year.

5.2 Confidentiality

Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any Affiliate of Grantee that is not providing Communications Services in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Grantee confidential to the extent permitted by law. For confidential or proprietary books and records, Grantee shall accommodate the review of these books and records through a Non-Disclosure Agreement negotiated with a City designated third-party consultant. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary. The Grantee shall not be required to provide customer information in violation of applicable federal or state privacy laws. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Cable Network design, customer lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

5.3 Maps and Records Required

Grantee shall provide in a timely manner upon the City's request:

- (A) A route map that depicts the general location of the Fiber Optic Cable Network facilities placed in the Rights-of-Way. The route map shall identify Fiber Optic Cable Network facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information Cable Network program.

SECTION 6. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

6.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way and applicable easements for any facility needed for the maintenance, operation or extension of Grantee's Fiber Optic Cable Network.

6.2 General Standard

All work authorized and required hereunder shall be done in a commercially reasonable manner. All equipment shall be durable and installed and maintained in accordance with industry-standard engineering practices and shall comply with applicable law.

6.3 Movement of Facilities during Emergencies

During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the problem without disrupting Communications Services. If after providing reasonable notice under the circumstances, there is no immediate response, the City may move Grantee's facilities, and the City may bill the Grantee for the cost, which shall be paid within 90 days of receipt of an itemized bill. Should the Grantee and the City disagree about any billed costs, both parties agree to work together to resolve the dispute. If no agreement can be reached, either party may pursue appropriate legal action.

6.4 One Call

The Grantee shall, at its own expense, comply with all regulations of Chapter 19.122 RCW, the One Call Locator Service.

6.5 Permits Required

Prior to doing any work in the Right-of-Way or other public property (which includes any lane closures or traffic control, and excludes installations or general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Grantee shall apply for, and obtain, in advance, appropriate construction permits from the City. As part of the permitting process, the City may impose such conditions as are necessary for protecting any structures in such Rights-of-Way, and for providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City construction permits.

6.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee may initiate such emergency repairs, and, if necessary, shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

6.7 Compliance with Applicable Codes

- (A) City Codes. Grantee shall comply with all applicable City codes regarding the construction and use of the Rights-of-Way.
- (B) Regulations and Safety Codes. Grantee shall comply with the National Electric Code, National Electrical Safety Code, Occupational Safety and Health Administration (OSHA) standards, and laws and regulations of the State of Washington, and shall comply with RCW 39.04.180 with respect to the construction of trench safety systems.

6.8 Least Interference

Work in the Rights-of-Way, or on other public property, shall be done in a commercially reasonable manner designed to minimize interference with the rights and reasonable convenience of property owners and City residents. Grantee's Fiber Optic Cable Network shall be constructed and maintained in such a manner as not to interfere with storm sewers, conduit or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. In the

event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

6.9 Poles & Undergrounding Requirements

The Grantee shall locate its Fiber Optic Cable Network in accordance with Chapter 11.20, Underground Installation of Electric and Communication Lines and Facilities, of the SeaTac Municipal Code (SMC). Except as specifically authorized by waiver of the SMC, Grantee shall not be permitted to erect poles or to run or suspend wires, cables, or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City. Grantee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of the Grantee's aerial facilities to underground installation at the Grantee's expense. Unless otherwise permitted by the City, the Grantee shall underground its Facilities at any location where utilities are currently underground.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, Grantee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in additions to the costs specifically attributable to the undergrounding of Grantee's own Facilities. "Common costs" shall be determined for a project on the basis of the number and size of Grantee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded. The provisions of this Section 6.9 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6.9 shall be construed as requiring the City to pay any costs of undergrounding any of the Grantee's facilities. This Franchise does not grant to the Grantee the right or privilege to utilize conduit, poles, or other equipment owned by the City or any Person without separate legal authority to do so or permission from the conduit, pole, or equipment owner.

6.10 Restoration of Property

- (A) If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Fiber Optic Cable Network, the Grantee disturbs, alters, or damages any public property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition equal to or better than the condition existing immediately prior to the disturbance, ordinary wear and tear excepted.
- (B) Grantee shall warrant any restoration work performed by or for Grantee in the Rights-of-Way or on other public property for one (1) year, unless a longer period is required by the municipal code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. The Grantee shall pay the City within thirty (30)

days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment.

6.11 Relocation of Fiber Optic Cable Network Facilities

- (A) Relocation at Request of City. Upon thirty (30) days prior written notice to the Grantee, the City shall have the right to require the Grantee to relocate any part of the Fiber Optic Cable Network within the Rights-of-Way or on public property when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. In the event of any City capital improvement project which requires the temporary or permanent relocation, removal, replacement, modification or disconnection of the Grantee's facilities or equipment, the City shall provide at least ninety (90) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. Should Grantee fail to relocate, remove, replace, modify or disconnect any such facilities by the date established by the City, the City may effect such relocation, removal, replacement, modification or disconnection, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way.
- (B) In the case of relocation projects where the City hires a contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity, then the Grantee shall pay to the City the Grantee's portion of trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Grantee, are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work at its sole cost. The City's contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's facilities in the supplied joint trench.

6.12 Movement of Fiber Optic Cable Network Facilities for Others

If any relocation, removal, replacement, modification or disconnection of the Fiber Optic Cable Network is required to accommodate the construction or repair of the facilities or equipment of another City franchise holder(s) or any facilities-based entity authorized to provide Communications Services within the franchise area without a franchise granted by the City, Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, but only if the other Franchise holder or other facilities-based entity operating without a franchise pays for the Grantee's costs associated with the project and Grantee is issued a permit for such work by the City.

In the event an underground conversion of facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City capital or transportation improvement project, this Franchise shall in no way limit the Grantee's right to recoup all reasonable costs associated with the underground conversion of the Fiber Optic Cable Network from the Person responsible for the project.

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

6.13 Tree Trimming

The Grantee shall have the authority to conduct pruning and trimming for access to the Fiber Optic Cable Network facilities in the Rights-of-Way. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming. Grantee shall use commercially reasonable efforts to provide advance notice to the record owners of property adjacent to Facilities of Grantee within the Franchise Area where major Vegetation removal is planned to be conducted by Grantee.

6.14 Joint Trenching/Boring

To the extent it makes economic sense, the timing is appropriate, and subject to applicable safety laws and best engineering practices, Grantee will joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees, and franchisees so as to reduce the number of Right-of-Way cuts within the City.

6.15 Limitations on Future Work

In the event that City reconstructs a roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances or written permission from the City.

6.16 Abandonment of Grantee's Facilities

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

SECTION 7. FRANCHISE VIOLATIONS

7.1 Enforcement Action.

Whenever the City seeks to enforce the Franchise agreement, it shall first provide written notice to the Grantee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits specified in this Section 7 may be modified by written stipulation of the City and Grantee.

(A) Except in case of urgency or public need relating to management of the Rights-of- Way as reasonably determined by the City, the Grantee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) Contesting it and requesting a meeting to discuss with the City; or
- (2) Accepting it and agreeing to cure as requested within time limits specified; or
- (3) Requesting additional time or other modifications. In such event, Grantee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(B) If the City is not satisfied with the response to the enforcement action, the City shall have the right to issue a Material Notice of Default.

7.2 Material Notice of Default.

(A) The City shall notify the Grantee, in writing, of any alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to:

- (1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or
- (2) cure the default; or
- (3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City, in writing and in detail, as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged material default within the cure period stated above, or by the projected completion date under this section, or denies the default and requests a meeting in accordance with this section, or the City orders a meeting in accordance with this section, the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting, in writing, and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, then Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or violation within thirty (30) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

- (1) Recommend the revocation of this Franchise pursuant to the procedures in this franchise; or
- (2) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

7.3 Revocation.

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

- (1) If Grantee fails to cure any violations of a material obligation under this Franchise, after the process set forth in Section 7.2 has been followed;
- (2) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;
- (3) If Grantee willfully misrepresents material facts in the negotiation of this Franchise; or

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection and provide any explanation or cure the alleged default. In the event the City does not receive a timely and satisfactory response from Grantee, it may then, by Ordinance, seek a termination of the Franchise in accordance with this section.

(C) Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is timely filed as allowed by applicable law.

7.4 Termination

(A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law, order the removal of the above-ground Fiber Optic Cable Network facilities and such underground facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way and public places in as good a condition as that prevailing prior to Grantee's removal of its equipment, ordinary

wear and tear excepted, and without affecting electrical or telephone wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.

- (B) If Grantee fails to complete any removal required by subsection 7.4(A) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the letter of credit, if any, or other surety if Grantee has not paid such amount within the foregoing time period.

7.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar either party from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the either party to recover damages, as allowed under applicable law, or to seek and obtain judicial enforcement of either party's obligations, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law. Grantee specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to Grantee, its officers, agents, or employees under federal, State, or local law, all of which are hereby reserved.

SECTION 8. [SECTION INTENTIONALLY LEFT BLANK]

SECTION 9. FRANCHISE TRANSFER

Neither the Grantee nor any other Person may transfer the Fiber Optic Cable Network or the Franchise without the prior written notice to the City. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without prior written notice to the City. Notice is required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Fiber Optic Cable Network in order to secure indebtedness, or (2) a transfer to an Affiliate.

SECTION 10. RESERVATION OF RIGHTS IN EVENT OF VACATION

10.1 Vacation of Franchise Area

In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, notify Grantee of proposed vacation and reserve and grant an easement to Grantee for Grantee's existing Facilities of an appropriate size as reasonably requested by Grantee unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation, providing that Grantee provides input to the City within twenty (20) days upon notification of such proposed vacation action.

10.2 Condemnation Rights

The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of Grantee's Facilities within the Franchise Area.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, via certified mail, return receipt requested or overnight mail by a nationally recognized courier and such notices shall be effective upon actual receipt or refusal of delivery. Notices to Grantee shall be sent to:

Astound Broadband, LLC d/b/a Wave
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO and Byron Springer, EVP

Notices to City shall be sent to:

City Manager
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Phone: 206-973-4800

11.2 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

11.3 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, including hearings contemporaneous with its acceptance of this Franchise.

11.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

11.5 Authority to Amend

This Franchise may be amended at any time by mutual written agreement between the parties.

11.6 Governing Law and Venue

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington, exclusive of its choice of law provisions. The parties agree that any dispute

related to this franchise shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Washington.

11.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

11.8 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third parties or the public in any manner which would indicate any such relationship with the other. Further, the Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City.

11.9 Cooperation

The parties recognize that it is in their mutual best interests for the Fiber Optic Cable Network to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

11.10 Waiver

The failure of either party at any time to require performance by the other party concerning any provision hereof shall in no way affect the right of either party hereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

11.11 Severability

If any section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise, provided that if a material section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, the parties will negotiate in good faith on replacement terms, and if such negotiations fail to reach mutual agreement, and the City elects, without agreement by Grantee, to enforce the remaining provisions of this Franchise, Grantee shall have the option to immediately terminate this Franchise without penalty or pursue any remedy available in law or in equity.

11.12 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

11.13 Force Majeure

The Grantee will not be held in violation under, or in noncompliance with, the provisions of this

Franchise, nor suffer any enforcement relating thereto, where such noncompliance or alleged violation occurred or was caused by circumstances reasonably beyond the ability of the Grantee to control. This includes war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages or slowdowns not attributable to Grantee's employees, or power outages exceeding backup power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Fiber Optic Cable Network is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a reasonable substitute for such obligation which is satisfactory to the City.

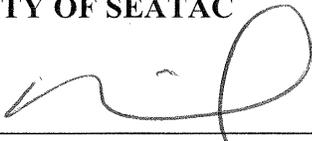
If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim: If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

11.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

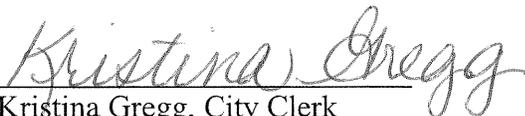
ADOPTED this 10th day of May, 2016, and signed in authentication thereof on this 10th day of May, 2016.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to form:



Mary Mirante Bartolo, City Attorney
[Astound Franchise and Repeal of 16-1003]

Effective Date: _____

ORDINANCE NO. 16-1003

AN ORDINANCE of the City of SeaTac, Washington, granting to Astound Broadband, LLC d/b/a Wave, a Washington limited liability company, and its successors and assigns, a non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic Cable Network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac.

WHEREAS, Astound Broadband, LLC d/b/a Wave ("Grantee") has applied for a nonexclusive franchise to enter, occupy, and use public rights-of-way and nonexclusive easements to construct, operate and maintain a Fiber Optic Cable Network to offer and provide Communications Services for hire, sale, or resale in the City; and

WHEREAS, the City has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040;

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

SECTION 1. DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- 1.1 "Affiliate"** means a Person directly or indirectly owned or controlled by Grantee, or that owns or controls Grantee, or is under common ownership or control with Grantee.
- 1.2 "Communications Services"** means telecommunications services and information services as defined under 47 U.S.C. § 153, and network telephone services as defined under RCW 82.16.010.
- 1.3 "City"** means the City of SeaTac, Washington, a municipal corporation.
- 1.4 "FCC"** means the Federal Communications Commission or its lawful successor.
- 1.5 "Fiber Optic Cable Network"** means a transmission medium of optical fiber cable, along with all associated optronics and equipment, capable of carrying communications signals by means of electric light-wave impulses.
- 1.6 "Franchise"** means this document, a non-exclusive contractual agreement, and any amendments and modifications thereto executed between the City and Grantee, containing

the specific provisions of the authorization granted to operate a Fiber Optic Cable Network in the City.

1.7 "Franchise Area" means Rights-of-Way within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.8 "Grantee" shall mean Astound Broadband, LLC d/b/a Wave, a Washington limited liability company.

1.9 "Person" means any individual, partnership, association, joint stock company, trust, corporation, or governmental entity, but shall not mean the City.

1.10 "Right-of-Way" (pluralized as "Rights-of-Way") means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public way of the City, including, but not limited to, non-exclusive utility easements, dedicated utility strips, or public ways dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Fiber Optic Cable Network. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.

1.11 "State" means the State of Washington.

1.12 "Underground Facilities" means Facilities located under the surface of the ground, other than underground foundations or supports for overhead Facilities.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to the Grantee a nonexclusive Franchise authorizing construction, operation, and maintenance of a Fiber Optic Cable Network in, along, among, upon, across, above, over, under, the Franchise Area, and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and use existing poles as may be necessary or appurtenant for Grantee's Fiber Optic Cable Network. This Franchise shall also constitute a right to provide Communications Services throughout the Franchise Area.

(B) Grantee, through this Franchise, is granted the right for its Fiber Optic Cable Network to occupy and use the Franchise Area of the City. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation,

resolution or other enactment of the City, except within the lawful exercise of the City's police power. In the event of a conflict between the SeaTac Municipal Code and this Franchise, this Franchise shall control. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public and Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power upon reasonable notice by the City.

- (C) Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering Communications Services in the Franchise Area, or directly involved in the management or operation of the Fiber Optic Cable Network in the Franchise Area, will also comply with the terms and conditions of this Franchise.
- (D) This Franchise shall not include or be a substitute for:
- (1) Any other permit or authorization lawfully required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City; or
 - (2) Any permit, agreement or authorization lawfully required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
 - (3) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.
- (E) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way.
- (F) This Franchise expressly authorizes Grantee to provide Communications Services over its Fiber Optic Cable Network.

2.2 Duration

This Franchise is and shall remain in full force and effect until March 1, 2026; provided, however, Grantee shall have no rights under this Franchise nor shall Grantee be bound by the terms and conditions of this Franchise unless Grantee shall, within thirty (30) days after the passage date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon Grantee's written request for an extension, the City may, at its discretion extend this Franchise for up to one ten (10) year extension, provided, however, that the City will not consider the request to extend the Franchise unless Grantee is in substantial compliance with the terms and conditions of the Franchise. In any such extension, if granted by

the City, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

2.3 Effective Date

The effective date of this Franchise shall be twenty (20) days after publication following the adoption of this Franchise by the City's City Council, unless Grantee fails to file with the City an unconditional written acceptance of this Franchise and post the security required hereunder within sixty (60) days of the effective date of this Franchise, in which event this Franchise shall be void.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Fiber Optic Cable Network as the City deems appropriate.

2.5 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Fiber Optic Cable Network within the Franchise Area; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. TAXES, CHARGES, AND FEES

3.1 Franchise Fee.

The parties understand that RCW 35.21.860 currently prohibits a city or town from imposing a franchise fee or any other fee or charge of whatever nature or description for use of the Right-of-Way upon any telephone business, as defined in RCW 82.16.010, or service provider, as defined in RCW 35.99.010. Based on the representations of Grantee, the City understands that Grantee is a service provider as defined in RCW 35.99.010, and engages in the telephone business as defined by RCW 82.16.010. If the statutory prohibition in RCW 35.21.860 is removed, Grantee agrees that the City may assess a reasonable franchise fee in accordance with such lawfully adopted revised state statute and that this Franchise will be amended accordingly, upon the mutual agreement of the parties, including the adoption of provisions necessary for the proper administration and payment of such fee.

3.2 Administrative Charges and Fees.

The parties also understand that RCW 35.21.860 authorizes the City to recover from Grantee all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to: receiving and approving this Franchise and required permits; inspecting plans

and construction; and preparing a detailed statement under Ch. 43.21 C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Grantee from paying and being responsible for other actual administrative expenses incurred by the City. Grantee and the City agree that the following fees are consistent with this provision and shall be paid by Franchise:

- (A) Grantee has paid an initial franchise administration/processing fee of four thousand two hundred and eighty dollars (\$4,280) at the time of application, with said application having previously submitted with the administration/processing fee as evidenced by Grantee's check number 162671, dated December 11, 2015.
- (B) Grantee shall pay permit fees and related charges, in accordance with the applicable sections of the most current City Code, at the time of application for the permit.

3.3 The fees and taxes set forth in this section shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to -be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City.

SECTION 4. INDEMNIFICATION AND INSURANCE REQUIREMENTS

4.1 Indemnification

- (A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, and its officers, officials, boards, commissions, agents and employees (while acting in an official capacity) from any third party action, claim, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees and expenses, arising from the death of, injury, casualty or accident to, as applicable, a Person, equipment or property arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Fiber Optic Cable Network, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees, except to the extent that such injuries and damages caused by the negligence or willful misconduct of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City.
- (B) Procedures and Defense. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee within six (6) business days of receipt of such notice, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, at City's sole expense (except as provided in

subsection (C) below), and, in any event, neither party may agree to any settlement of claims financially affecting the other party without such party's prior written approval, which approval shall not be unreasonably withheld.

- (C) Expenses. If separate representation to fully protect the interests of both parties is required, such as conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay the reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as reasonable consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. In the event City desires to pursue or bring any counterclaims or an interpleader action, equitable relief, a restraining order or injunction, City may employ separate counsel on its behalf at City's sole expense.

4.2 Insurance Requirements

Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property which may arise from or in connection with this Franchise by the Grantee, their agents, representatives, employees or subcontractors.

- (A) Minimum Amounts of Insurance. In accordance with applicable law, the Grantee shall maintain throughout the term of this Franchise the following insurance limits:

- (1) Automobile Liability. The Grantee shall keep in force an automobile liability insurance policy and, if necessary, a commercial umbrella liability insurance policy with a limit of not less than Three Million Dollars (\$3,000,000) per accident. Such insurance shall cover liability arising out of any Grantee motor vehicle (including owned, hired, and non-owned vehicles).
- (2) Commercial General Liability. A commercial general liability insurance policy issued by a company duly authorized to do business in the State of Washington insuring the Grantee with respect to the installation, maintenance, and operation of Grantee's Fiber Optic Cable Network in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.
- (3) Excess General Liability. Excess or Umbrella Liability coverage at limits of Five Million Dollars (\$5,000,000) per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.
- (4) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- (B) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Excess General Liability insurance:
- (1) The Grantee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.
 - (2) Omitted.
 - (3) Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements herein.
- (C) Acceptability of Insurers. Insurance is to be obtained from insurers with a current A.M. Best rating of not less than A: VII licensed to do business in the State of Washington.
- (D) Verification of Coverage. Upon acceptance of the Franchise, Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee. Grantee may also name the City as an additional insured on a "blanket basis" in lieu of an additional insured endorsement.
- (E) Subcontractors. Grantee shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by any contractors or subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- (F) Endorsements. Grantee agrees that with respect to the insurance requirements contained above, all insurance certificates will contain the following required provisions:
- (1) Name the City and its officers, employees, and elected representatives as a primary, non-contributory additional insured, with the exception of Workers' Compensation.
 - (2) Omitted.
 - (3) Shall be on an occurrence basis.
- (G) Insurance Term. The insurance required above shall be kept in full force and effect by Grantee during this Franchise and thereafter until after the removal of all poles, wires, Fiber Optic cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's Fiber Optic Cable Network, should such removal be required by City Council or undertaken by Grantee. Grantee shall

provide at least 30 days' written notice, by mail, to the City before cancellation of any insurance required under this Franchise.

- (H) Issuing Companies. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Grantee.
- (I) No Limit on Liability. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

4.3 Performance Bond

- (A) Amount. Within 60 days of the Effective Date of this Franchise, the Grantee shall provide the City with a financial guarantee in the amount of One Hundred Thousand Dollars (\$100,000) running for or renewable for, the term of this Franchise, in a form and substance acceptable to the City. This Franchise performance bond shall be separate and distinct from any other bond or deposit required.
- (B) Damages. In the event Grantee shall fail to substantially comply with anyone or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to reasonable staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described.
 - (1) Before any draws are made on the Franchise performance bond, the City Manager or designee shall give written notice to the Grantee:
 - (a) Describing with reasonable particularity the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of the Grantee's act or default;
 - (b) Providing a reasonable opportunity for the Grantee to first remedy the existing or ongoing default or failure, if applicable;
 - (c) Providing a reasonable opportunity for the Grantee to pay any moneys due the City before the City draws on the Franchise performance bond, if applicable;
 - (d) That the Grantee will be given an opportunity to review the act, default or failure described in the notice with the City Manager or designee.

(2) The Grantee shall replace the Franchise performance bond within fourteen (14) days after written notice from the City Manager or designee that there is a deficiency in the amount of the Franchise performance bond.

(C) Liability. Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

(D) Termination. If the Franchise is terminated, or upon expiration or transfer of the Franchise, the City will return the original bond or sign the necessary documentation to release the bond promptly if Grantee does not have any unexpired obligations with respect to right of way work and does not owe funds to the City or is not in default of a material provision of the Franchise.

SECTION 5. REPORTS AND RECORDS

5.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at the Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential and are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office, with any travel related expenses incurred in making such inspection paid by the Grantee. The City shall not exercise its rights under this Section 5.1 more than once per calendar year.

5.2 Confidentiality

Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any Affiliate of Grantee that is not providing Communications Services in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Grantee confidential to the extent permitted by law. For confidential or proprietary books and records, Grantee shall accommodate the review of these books and records through a Non-Disclosure Agreement negotiated with a City designated third-party consultant. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary. The Grantee shall not be required to provide customer information in violation of applicable federal or state privacy laws. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Cable Network design, customer lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that

is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

5.3 Maps and Records Required

Grantee shall provide in a timely manner upon the City's request:

- (A) A route map that depicts the general location of the Fiber Optic Cable Network facilities placed in the Rights-of-Way. The route map shall identify Fiber Optic Cable Network facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information Cable Network program.

SECTION 6. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

6.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way and applicable easements for any facility needed for the maintenance, operation or extension of Grantee's Fiber Optic Cable Network.

6.2 General Standard

All work authorized and required hereunder shall be done in a commercially reasonable manner. All equipment shall be durable and installed and maintained in accordance with industry-standard engineering practices and shall comply with applicable law.

6.3 Movement of Facilities during Emergencies

During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the problem without disrupting Communications Services. If after providing reasonable notice under the circumstances, there is no immediate response, the City may move Grantee's facilities, and the City may bill the Grantee for the cost, which shall be paid within 90 days of receipt of an itemized bill. Should the Grantee and the City disagree about any billed costs, both parties agree to work together to resolve the dispute. If no agreement can be reached, either party may pursue appropriate legal action.

6.4 One Call

The Grantee shall, at its own expense, comply with all regulations of Chapter 19.122 RCW, the One Call Locator Service.

6.5 Permits Required

Prior to doing any work in the Right-of-Way or other public property (which includes any lane closures or traffic control, and excludes installations or general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Grantee shall apply for, and obtain, in advance, appropriate construction permits from the City. As part of the permitting process, the City may impose such conditions as are necessary for protecting any structures in such Rights-of-Way, and for providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City construction permits.

6.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee may initiate such emergency repairs, and, if necessary, shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

6.7 Compliance with Applicable Codes

- (A) City Codes. Grantee shall comply with all applicable City codes regarding the construction and use of the Rights-of-Way.
- (B) Regulations and Safety Codes. Grantee shall comply with the National Electric Code, National Electrical Safety Code, Occupational Safety and Health Administration (OSHA) standards, and laws and regulations of the State of Washington, and shall comply with RCW 39.04.180 with respect to the construction of trench safety systems.

6.8 Least Interference

Work in the Rights-of-Way, or on other public property, shall be done in a commercially reasonable manner designed to minimize interference with the rights and reasonable convenience of property owners and City residents. Grantee's Fiber Optic Cable Network shall be constructed and maintained in such a manner as not to interfere with storm sewers, conduit or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

6.9 Poles & Undergrounding Requirements [Section 6.9 open for discussion.]

The Grantee shall locate its Fiber Optic Cable Network underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities. Grantee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of the Grantee's aerial facilities to underground installation at the Grantee's expense. Unless otherwise permitted by the City, the Grantee shall underground its Facilities at any location where utilities are currently underground.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City,

Grantee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in additions to the costs specifically attributable to the undergrounding of Grantee's own Facilities. "Common costs" shall be determined for a project on the basis of the number and size of Grantee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded. The provisions of this Section 6.9 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6.9 shall be construed as requiring the City to pay any costs of undergrounding any of the Grantee's facilities. This Franchise does not grant to the Grantee the right or privilege to utilize conduit, poles, or other equipment owned by the City or any Person without separate legal authority to do so or permission from the conduit, pole, or equipment owner.

6.10 Restoration of Property

- (A) If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Fiber Optic Cable Network, the Grantee disturbs, alters, or damages any public property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition equal to or better than the condition existing immediately prior to the disturbance, ordinary wear and tear excepted.
- (B) Grantee shall warrant any restoration work performed by or for Grantee in the Rights-of-Way or on other public property for one (1) year, unless a longer period is required by the municipal code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. The Grantee shall pay the City within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment.

6.11 Relocation of Fiber Optic Cable Network Facilities

- (A) Relocation at Request of City. Upon thirty (30) days prior written notice to the Grantee, the City shall have the right to require the Grantee to relocate any part of the Fiber Optic Cable Network within the Rights-of-Way or on public property when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. In the event of any City capital improvement project which requires the temporary or permanent relocation, removal, replacement, modification or disconnection of the Grantee's facilities or equipment, the City shall provide at least ninety (90) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. Should Grantee fail to relocate, remove, replace, modify or disconnect any such facilities by the date established by the City, the City may

effect such relocation, removal, replacement, modification or disconnection, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way.

- (B) In the case of relocation projects where the City hires a contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity, then the Grantee shall pay to the City the Grantee's portion of trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Grantee, are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work at its sole cost. The City's contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's facilities in the supplied joint trench.

6.12 Movement of Fiber Optic Cable Network Facilities for Others

If any relocation, removal, replacement, modification or disconnection of the Fiber Optic Cable Network is required to accommodate the construction or repair of the facilities or equipment of another City franchise holder(s) or any facilities-based entity authorized to provide Communications Services within the franchise area without a franchise granted by the City, Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, but only if the other Franchise holder or other facilities-based entity operating without a franchise pays for the Grantee's costs associated with the project and Grantee is issued a permit for such work by the City.

In the event an underground conversion of facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City capital or transportation improvement project, this Franchise shall in no way limit the Grantee's right to recoup all reasonable costs associated with the underground conversion of the Fiber Optic Cable Network from the Person responsible for the project.

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

6.13 Tree Trimming

The Grantee shall have the authority to conduct pruning and trimming for access to the Fiber Optic Cable Network facilities in the Rights-of-Way. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming. Grantee shall use commercially reasonable efforts to provide advance notice to the

record owners of property adjacent to Facilities of Grantee within the Franchise Area where major Vegetation removal is planned to be conducted by Grantee.

6.14 Joint Trenching/Boring

To the extent it makes economic sense, the timing is appropriate, and subject to applicable safety laws and best engineering practices, Grantee will joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees, and franchisees so as to reduce the number of Right-of-Way cuts within the City.

6.15 Limitations on Future Work

In the event that City reconstructs a roadway, the Grantee shall not be permitted to excavate such roadway for a period of five (5) years absent emergency circumstances or written permission from the City.

6.16 Abandonment of Grantee's Facilities

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

SECTION 7. FRANCHISE VIOLATIONS

7.1 Enforcement Action.

Whenever the City seeks to enforce the Franchise agreement, it shall first provide written notice to the Grantee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits specified in this Section 7 may be modified by written stipulation of the City and Grantee.

(A) Except in case of urgency or public need relating to management of the Rights-of- Way as reasonably determined by the City, the Grantee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) Contesting it and requesting a meeting to discuss with the City; or
- (2) Accepting it and agreeing to cure as requested within time limits specified; or
- (3) Requesting additional time or other modifications. In such event, Grantee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(B) If the City is not satisfied with the response to the enforcement action, the City shall have the right to issue a Material Notice of Default.

7.2 Material Notice of Default.

(A) The City shall notify the Grantee, in writing, of any alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to:

- (1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or
- (2) cure the default; or
- (3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City, in writing and in detail, as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged material default within the cure period stated above, or by the projected completion date under this section, or denies the default and requests a meeting in accordance with this section, or the City orders a meeting in accordance with this section, the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting, in writing, and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, then Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or violation within thirty (30) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

- (1) Recommend the revocation of this Franchise pursuant to the procedures in this franchise; or
- (2) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

7.3 Revocation.

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

- (1) If Grantee fails to cure any violations of a material obligation under this Franchise, after the process set forth in Section 7.2 has been followed;
 - (2) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;
 - (3) If Grantee willfully misrepresents material facts in the negotiation of this Franchise; or
- (B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection and provide any explanation or cure the alleged default. In the event the City does not receive a timely and satisfactory response from Grantee, it may then, by Ordinance, seek a termination of the Franchise in accordance with this section.
- (C) Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is timely filed as allowed by applicable law.

7.4 Termination

- (A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law, order the removal of the above-ground Fiber Optic Cable Network facilities and such underground facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way and public places in as good a condition as that prevailing prior to Grantee's removal of its equipment, ordinary wear and tear excepted, and without affecting electrical or telephone wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.
- (B) If Grantee fails to complete any removal required by subsection 7.4(A) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the letter of credit, if any, or other surety if Grantee has not paid such amount within the foregoing time period.

7.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar either party from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the either party to recover damages, as allowed under applicable law, or to seek and obtain judicial enforcement of either

party's obligations, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law. Grantee specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to Grantee, its officers, agents, or employees under federal, State, or local law, all of which are hereby reserved.

SECTION 8. [SECTION INTENTIONALLY LEFT BLANK]

SECTION 9. FRANCHISE TRANSFER

Neither the Grantee nor any other Person may transfer the Fiber Optic Cable Network or the Franchise without the prior written notice to the City. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without prior written notice to the City. Notice is required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Fiber Optic Cable Network in order to secure indebtedness, or (2) a transfer to an Affiliate.

SECTION 10. RESERVATION OF RIGHTS IN EVENT OF VACATION

10.1 Vacation of Franchise Area

In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, notify Grantee of proposed vacation and reserve and grant an easement to Grantee for Grantee's existing Facilities of an appropriate size as reasonably requested by Grantee unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation, providing that Grantee provides input to the City within twenty (20) days upon notification of such proposed vacation action.

10.2 Condemnation Rights

The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of Grantee's Facilities within the Franchise Area.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, via certified mail, return receipt requested or overnight mail by a nationally recognized courier and such notices shall be effective upon actual receipt or refusal of delivery. Notices to Grantee shall be sent to:

Astound Broadband, LLC d/b/a Wave
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO and Byron Springer, EVP

Notices to City shall be sent to:

Joe Scorcio
Acting City Manager
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Email: jscorcio@ci.seatac.wa.us
Phone: 206-973-4800

11.2 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

11.3 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, including hearings contemporaneous with its acceptance of this Franchise.

11.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

11.5 Authority to Amend

This Franchise may be amended at any time by mutual written agreement between the parties.

11.6 Governing Law and Venue

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington, exclusive of its choice of law provisions. The parties agree that any dispute related to this franchise shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Washington.

11.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

11.8 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third parties or the public in any manner which would indicate any such relationship with the other. Further, the Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City.

11.9 Cooperation

The parties recognize that it is in their mutual best interests for the Fiber Optic Cable Network to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

11.10 Waiver

The failure of either party at any time to require performance by the other party concerning any provision hereof shall in no way affect the right of either party hereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

11.11 Severability

If any section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise, provided that if a material section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, the parties will negotiate in good faith on replacement terms, and if such negotiations fail to reach mutual agreement, and the City elects, without agreement by Grantee, to enforce the remaining provisions of this Franchise, Grantee shall have the option to immediately terminate this Franchise without penalty or pursue any remedy available in law or in equity.

11.12 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

11.13 Force Majeure

The Grantee will not be held in violation under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement relating thereto, where such noncompliance or alleged violation occurred or was caused by circumstances reasonably beyond the ability of the Grantee to control. This includes war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages or slowdowns not attributable to Grantee's employees, or power outages exceeding backup power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Fiber Optic Cable Network is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a reasonable substitute for such obligation which is satisfactory to the City.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by

the City to substantiate the Grantee's claim: If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

11.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

ADOPTED this 12th day of April, 2016, and signed in authentication thereof on this 12th day of April, 2016.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to form:



Mary Mirante Bartolo, City Attorney

REPEALED

ORDINANCE NO. 16-1006

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending section 12.10.010 to the SeaTac Municipal Code, related to adoption of stormwater standards.

WHEREAS, King County has adopted the 2016 King County Surface Water Design Surface Water Design Manual (2016 KCSWDM), as its stormwater standards for new and redevelopment projects; and

WHEREAS, Washington State Department of Ecology has determined that the 2016 KCSWDM is equivalent to the NPDES Western Washington Phase I & II Municipal Stormwater Permits required stormwater standards – the 2102 Stormwater Management Manual for Western Washington, as amended in December 2014; and

WHEREAS, the City of SeaTac must update the City of SeaTac Addendum to the King County Surface Water Design Manual, before City staff can effectively implement the 2016 KCSWDM; and

WHEREAS, the current NPDES Western Washington Phase II Municipal Stormwater Permit does not require implementation of the new equivalent stormwater standards until January 1, 2017; and

WHEREAS, the City of SeaTac desires to use the 2009 KCSWDM as the City's stormwater standards until the 2016 KCSWDM and the revised City of SeaTac Addendum are formally adopted;

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

Section 1. Section 12.10.010 of the SeaTac Municipal Code is hereby amended to read as follows:

12.10.010 King County Surface Water Design Manual adopted by reference.

The 2009 King County Surface Water Design Manual (KCSWDM) and the City of SeaTac Addendum to the KCSWDM ~~as they exist now or are hereafter amended~~ are hereby adopted by reference. They are collectively referred to in this title as the Surface Water Design Manual (SWDM). ~~A copy of the City of SeaTac Addendum to the KCSWDM is attached to the ordinance codified in this section as Exhibit A.~~

Section 2. This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

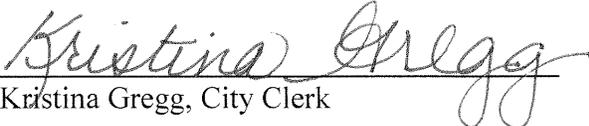
ADOPTED this 24th day of May, 2016, and signed in authentication thereof on this 24th day of May, 2016.

CITY OF SEATAC



Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 6/29/16]

[Amend SMC 12.10.010]

ORDINANCE NO. 16-1007

AN ORDINANCE amending Section 15.200.010, Chapter 15.430, Section 15.455.150, certain sections and subsections of titles 1, 2, 6, 7, 9, 12, 13, 14, 16A, 17, and 18 of the SeaTac Municipal Code, and the Zoning Code Appendix related to land use and development regulations.

WHEREAS, the SeaTac City Council authorized the reformatting of the Zoning Code, SMC Title 15, under Resolution 15-0012; and

WHEREAS, the Zoning Code was reconfigured, renumbered, and preliminary clarified under Ordinance 15-1018; and

WHEREAS, additional clarification is needed in the zoning table of subsection 15.200.010 SMC; and

WHEREAS, definitions were misplaced and need to be re-inserted into Chapter 15.430 SMC; and

WHEREAS, additional clarification is needed in the parking code in subsection 15.455.150 SMC; and

WHEREAS, the current Municipal Code references sections within the Zoning Code, which do not reflect the renumbering of the Zoning Code; and

WHEREAS, to preserve compatibility between SMC Title 15 and the remainder of the Municipal Code the renumbering of the Municipal Code is necessary; and

WHEREAS, the renumbering of the Municipal Code does not include any substantive amendments or provisions; and

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

Section 1. Subsection 15.200.010 of the SeaTac Municipal Code is hereby amended to read as follows:

15.200.010 Zones and Map Designations – Established

In order to accomplish the purposes of the code, the following zone classifications and zoning map symbols are established:

ZONE	MAP SYMBOLS
Urban Low Density (followed by a designation indicating minimum lot area in square feet)	UL-15,000 UL-9,600 UL-7,200
Urban Medium Density (followed by a designation indicating minimum lot area in square feet)	UM-3,600 UM-2,400
Urban High Density (followed by a designation indicating minimum lot area in square feet)	UH-1,800 UH-900
Urban High – Urban Center Residential	UH-UCR
Townhouse	T
Mobile Home Park	MHP
Neighborhood Business	NB
Office/Commercial/Mixed-Use	O/C/MU
Office/Commercial Medium	O/CM
Aviation Business Center	ABC
Community Business	CB
Community Business in the Urban Center	CB-C
Aviation Business Center	ABC
Business Park	BP
Industrial	I
Park	P
Aviation Commercial	AVC
Aviation Operations	AVO

Section 2. Chapter 15.430 of the SeaTac Municipal Code is hereby amended to read as follows:

Chapter 15.430 Electric Vehicle Infrastructure

SECTIONS:

-
- 15.430.005 Purpose**
 - 15.430.010 Authority and Application**
 - 15.430.015 Definitions**
 - 15.430.100 Battery Charging Station or Rapid Charging Station –
Retrofitting in Existing Development**
 - 15.430.110 Electric Vehicle Charging Station Spaces – Allowed as Required
Spaces**
 - 15.430.120 Off-Street Electric Vehicle Charging Station Spaces**

15.430.130 Accessible Electric Vehicle Charging Stations
15.430.140 Electric Vehicle Charging Station Spaces – Signage
15.430.150 Stacking Spaces for Electric Vehicle Battery Exchange Stations

15.430.005 Purpose

To establish “electric vehicle infrastructure” (EVI) regulations for the City to allow EVI and to meet the intent of RCW 35.63.126 requiring the City to allow EVI in all zones except for residential zones.

15.430.010 Authority and Application

Electric vehicle infrastructure is allowed as specified in the citywide use charts under SMC 15.205 Use Charts, and within the use charts for the designated overlay districts.

15.430.015 Definitions

Battery Charging Station

An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meets or exceeds any standards, codes, and regulations set forth in Chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

Battery Electric Vehicle (BEV)

Any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries, and produces zero (0) emissions or pollution when stationary or operating.

Battery Exchange Stations

A fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by Chapter 19.27 RCW and consistent with rules adopted under RCW 19.27.540.

Charging Levels

Means the standardized indicators of electrical force, or voltage, at which an electric vehicle’s battery is recharged. The terms 1, 2, and 3 are the most common EV charging levels, and include the following specifications:

- Level 1 is considered slow charging.
- Level 2 is considered medium charging.
- Level 3 is considered fast or rapid charging or DC fast charge.

Level 1 is present in homes and businesses and typically operates on a fifteen (15) or twenty (20) amp breaker on a one hundred (120) volt alternating current (AC) circuit and standard outlet.

Level 2 is expected to become the standard for home and public charging and typically operates on a forty (40) amp to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.

Level 3 is primarily for commercial and public applications (e.g., taxi fleets and charging along freeways) and typically operates on a sixty (60) amp or higher dedicated breaker on a four hundred eighty (480) volt or higher three (3) phase circuit with special grounding equipment.

Note that the term “Level 3” is recommended to identify the increased power need in a numerical fashion (i.e., “3”), but the Level 3 charging level is also sometimes referred to as “DC Fast” charging and “Rapid” charging (see definition of “Rapid Charging Station”).

Electric Scooters and Motorcycles

Any two (2) wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries and produces zero (0) emissions or pollution when stationary or operating.

Electric Vehicle

Any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. “Electric vehicle” includes: (A) a battery electric vehicle (BEV); (B) a plug-in hybrid electric vehicle (PHEV); (C) a neighborhood electric vehicle; and (D) medium-speed electric vehicle.

Electric Vehicle Charging Station

A public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

Electric Vehicle Charging Station – Public

An electric vehicle charging station that is (A) publicly owned and publicly available (e.g., park and ride parking, public library parking lot) or (B) privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multi-family parking lots).

Electric Vehicle Charging Station – Private

An electric vehicle charging station that is (A) privately owned and has restricted access (e.g., single-family home, multi-family parking, executive parking, designated employee parking) or (B) publicly owned and restricted (e.g., fleet parking with no access to the general public).

Electric Vehicle Infrastructure

Structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

Electric Vehicle Parking Space

Any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

Electric Vehicle Waiting Space

An off-street parking space where an electric vehicle, plug-in hybrid electric vehicle, electric scooters, and motorcycles wait to use a public electric vehicle charging station.

Medium-Speed Electric Vehicle

A self-propelled, electrically powered four (4) wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one (1) mile is more than twenty-five (25) miles per hour but not more than thirty-five (35) miles per hour and otherwise meets or exceeds the Federal regulations set forth in 49 CFR 571.500.

Neighborhood Electric Vehicle

A self-propelled, electrically powered four (4) wheeled motor vehicle whose speed attainable in one (1) mile is more than twenty (20) miles per hour and not more than twenty-five (25) miles per hour and conforms to Federal regulations under Title 49 CFR Part 571.500. (Ord. 10-1024 § 19)

Nonelectric Vehicle

Any vehicle not defined as an electric vehicle under SMC 15.10.239. (Ord. 10-1024 § 20)

Plug-In Hybrid Electric Vehicle (PHEV)

An electric vehicle that (1) contains an internal combustion engine, and also allows power to be delivered to the drive wheels by an electric motor; (2) is able to recharge its battery by connecting to the grid or other off-board electrical source; and (3) has the ability to travel short distances (typically ten (10) miles or more) powered all, or substantially all, by electricity. (Ord. 10-1024 § 21)

Rapid or DC Fast Charging Station

An industrial grade electrical outlet that allow for faster recharging of electric vehicle batteries through higher power levels, which meets or exceeds any standards, codes, and regulations set forth by Chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540. (Ord. 10-1024 § 22)

Section 3. Section 15.455.150 of the SeaTac Municipal Code is hereby amended to read as follows:

15.455.150 Location of Parking

- A. **Off-Street Parking Facilities.** Off-street parking facilities shall not be located more than five hundred (500) feet from the building they are required to serve for all uses, except those specified below, and a marked pedestrian walkway shall be incorporated into the layout. Where parking facilities do not abut the building they serve, the required maximum distance shall be measured along the pedestrian walkways from the parking facility to the nearest building entrance.
 1. **Assisted Living Facility Senior Citizen Assisted Housing and Community Residential Facilities (CRFs).** All senior citizen assisted housing facilities and CRFs shall have the parking facilities connected to the building they are required to serve.
 2. **Residential Dwellings Except for Assisted Living Facility Senior Citizen Assisted Housing and CRFs.** For all other residential dwellings, the parking

facilities shall not be located more than one hundred (100) feet from the building(s) they are required to serve.

3. **Religious Organizations and Hospitals.** For all religious organizations and hospitals, the parking facilities shall not be located more than one hundred fifty (150) feet from the building they are required to serve.

- ~~4. **Accessory Uses or Uses Up to Thirty Percent (30%) of Primary Use.** The Director may authorize a portion of the required parking for an accessory use (or for up to thirty percent (30%) of the primary use) to be located on a site other than the subject property if:~~

- ~~a. Adequate parking exists for the primary use on the property receiving the additional parking. For the purpose of this section, adequate parking is parking that conforms to current off-street parking requirements for the primary use on the property.~~

- ~~b. Adequate pedestrian, van or shuttle connection between the sites exists;~~

- ~~c. The sites are within one (1) mile of each other; and~~

- ~~d. The site used for off-site parking is zoned to allow public/private parking as a permitted use.~~

B. Off-Site Parking Facilities Allowed Off-Site.

41. **Accessory Uses or Uses Up to Thirty Percent (30%) of Primary Use.** The Director may authorize a portion of the required parking for an accessory use (or for up to thirty percent (30%) of the primary use) to be located on a site other than the subject property if:

- a. Adequate parking exists for the primary use on the property receiving the additional parking. For the purpose of this section, adequate parking is parking that conforms to current off-street parking requirements for the primary use on the property.

- b. Adequate pedestrian, van or shuttle connection between the sites exists;

- c. The sites are within one (1) mile of each other; and

- d. The site used for off-site parking is zoned to allow public/private parking as a permitted use.

2. **Off-Site Parking Criteria.** Criteria to be used by the Director in authorizing off-site parking are:

- 1a. Off-site parking shall be accessed only by employees, not by the general public.
- 2b. The proposed connections between the sites are safe for pedestrians and vehicles.
- 3c. The proposed plan is compatible with adjacent uses.
- 4d. Off-site impacts are negligible or minimized.
- 5e. A contingency plan is submitted by the applicant and approved by the City that would provide for the parking to be developed on the subject property or established elsewhere if the off-site parking arrangement is no longer available.
- 6f. Legal documentation is required for the approved, off-site parking location and shall be recorded with the City of SeaTac City Clerk and the Department. Off-site parking may be removed only if alternative parking is provided in conformance with the code and such parking is approved by the Director.

Section 4. Subsection 1.15.025(D) of the SeaTac Municipal Code is hereby amended to read as follows:

1.15.025 Violations

D. Monetary Penalties – Environmentally Sensitive Areas. The code compliance provisions for environmentally sensitive areas as codified under Chapter ~~15.30~~15.700 SMC are intended to encourage compliance and to protect environmentally sensitive areas and the general public from harm and to further the remedial purposes of this title. To achieve this, persons responsible for code compliance will not only be required to restore damaged or altered environmentally sensitive areas, insofar as that is possible and beneficial, but will also be required to pay a civil monetary penalty for the redress of ecological, recreation, and economic values lost or damaged due to their unlawful action.

1. The provisions of this section are in addition to and not in lieu of any other penalty, sanction or right of action provided by law for other related violations.
2. In addition to any other persons who may be responsible for violations occurring within or on environmentally sensitive areas, the owner of the land upon which the violation occurred shall be jointly and severally liable for the restoration of the site and the payment of any civil monetary penalty imposed.
3. Any person in violation of the environmentally sensitive areas under Chapter ~~15.30~~15.700 SMC shall be subject to both the civil monetary penalties set forth in subsection (C) of this section and an amount reasonably determined by the City to be equivalent to:

- a. The economic benefit that the person responsible for the violation derives from the violation, as measured by the greater of the resulting increase in market value of the property or the value received by the person responsible for the violation; and/or
- b. Savings of construction costs realized by the person responsible for the violation as a result of performing any act in violation of Chapter ~~15.30~~15.700 SMC; and/or
- c. Reasonable value of property damaged.

Section 5. Subsection 1.15.160(E) of the SeaTac Municipal Code is hereby amended to read as follows:

1.15.160 Appeals

- E. The Hearing Examiner will determine what weight, if any, to be given to any report, evidence, recommendation or testimony of any party. There is no presumption that information provided by the City will be given substantial weight. Unless otherwise stated, the City must prove by a preponderance of the evidence that the violation occurred. Following review of the evidence submitted, the Hearing Examiner shall make written findings and conclusions, and shall affirm or modify the order previously issued if it is found that a violation occurred. The Hearing Examiner shall reverse the order if it is found that no violation occurred. The written decision of the Hearing Examiner shall be provided to all the parties. The decision is final unless appealed pursuant to Chapter 16A.17 SMC ~~15.22.065(G)~~.

Section 6. Section 1.20.210 of the SeaTac Municipal Code is hereby amended to read as follows:

1.20.210 Review of final decisions

- A. Decisions of the Council shall be final and conclusive unless appealed pursuant to Chapter 16A.17 SMC ~~15.22.065~~; provided, no development or related action may occur during said twenty (20) day, or thirty (30) day for plat approvals, appeal period.
- B. Decisions of the Examiner in cases identified in SMC 1.20.100 shall be final and conclusive, unless appealed pursuant to Chapter 16A.17 SMC ~~15.22.065~~; provided, no development or related action may occur during said appeal period.
- C. Notwithstanding the foregoing provisions of this section, final decisions of the 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. Subsection 2.15.120(F) of the SeaTac Municipal Code is hereby amended to read as follows:

2.15.120 Development Regulations

F. Hearing applications for special district overlays as area zoning is adopted in conjunction with amendments to the Comprehensive Plan, pursuant to SMC ~~15.28.070(A)~~15.315.010(A);

Section 8. Section 2.25.140 of the SeaTac Municipal Code is hereby amended to read as follows:

2.25.140 Procedural Conflicts

The provisions of this chapter shall take precedence, in case of conflict, over provisions of Title 19 “Subdivisions” of the King County Code adopted by reference pursuant to Ordinance No. 90-1020, codified in Chapter 14.05, and the provisions of Title 21 “Zoning” of the King County Code adopted by reference pursuant to Ordinance No. 90-1019, codified in Chapter ~~15.10~~15.105.

Section 9. Section 6.05.020 of the SeaTac Municipal Code is hereby amended to read as follows:

6.05.020 General provisions and licensing

The following sections of Chapter 11.04 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 word “county” and the words “King County” shall refer to the City and references to violations of the county code or county ordinances shall be deemed to be references to violations of City ordinances:

- 11.04.010 Purpose.
- 11.04.020 Definitions, and in addition thereto, the definitions set forth in Section 6.05.110 are adopted.
- 11.04.030 Pet licenses required.
- 11.04.035 License fees and penalties.
- 11.04.060 Hobby kennel or hobby cattery license – Required.*
- 11.04.070 Animal shelters, kennels and pet shops – Reporting required.
- 11.04.080 Animal shelters, kennels and pet shops – Inspections.
- 11.04.090 Animal shelters, kennels and pet shops – Conditions.
- 11.04.100 Animal shelters, kennels and pet shops – Indoor facilities.
- 11.04.110 Animal shelters, kennels and pet shops – Outdoor facilities.
- 11.04.120 Grooming parlors – License required.
- 11.04.130 Grooming parlors – Conditions.
- 11.04.140 Animal shelters, hobby kennels, kennels, pet shops, grooming parlors, guard dog purveyors, guard dog trainers and guard dog owners – Additional conditions.
- 11.04.150 Licenses, registrations – Revocation, suspension or refusal to renew.
- 11.04.160 Licenses, registration – Revocation or refusal waiting period.

* The number of animals triggering the requirement for a hobby kennel or hobby cattery license, and the total number of allowed animals, shall be as specified in SMC ~~15.12.015~~15.440.100.

Section 10. Section 7.15.010 of the SeaTac Municipal Code is hereby amended to read as follows:

7.15.010 Definitions

The definitions set forth in Chapter ~~15.10~~15.105 SMC, as presently existing or as may subsequently be amended, shall apply to this chapter and, in addition, the following definitions shall apply:

- A. "Junk" means discarded, broken or disabled material including, but not limited to, furniture, appliances, discarded lumber, toys, or other items that are not in functioning condition.
- B. "Owner" means any person owning property, as shown on the real property records of King County or on the last assessment roll for taxes, and shall also mean any lessee, tenant, occupant or other person having control or possession of the property.
- C. "Property" means land and any buildings or structures located thereon.
- D. "Trash" means waste food products and other household garbage.
- E. "Abate" means to repair, replace, remove, destroy or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as determined is necessary in the interest of the public health, safety and welfare of the community.
- F. "Attractive nuisance" means any object or condition which can reasonably constitute a hazard or danger and which is accessible to unauthorized persons.
- G. "Screening," for the purpose of this chapter, shall include, but not be limited to, solid wood fencing, chain link fencing with slats, and/or solid landscaping capable of concealing storage from sight by standing individuals at or near property lines; however, such screening must be at least six (6) feet in height.
- H. "Public nuisance" means an unlawful act, or permitting an action or condition to occur or exist which:
 - 1. Unreasonably annoys, injures, or endangers the comfort, repose, health, or safety of others; or
 - 2. Is unreasonable to the senses; or

3. Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage, any stream, public park, square, highway, or public right-of-way; or
4. Unlawfully interferes with, damages, or pollutes designated habitat areas, critical areas, open spaces, restoration sites, streams, creeks, lakes, wetlands, wetland buffers, or tributaries, and similar thereto; or
5. In any way renders other persons insecure in life or the use of property; or
6. Creates or permits the existence or continuance of any specific nuisance identified in this chapter.

Section 11. Section 7.25.090 of the SeaTac Municipal Code is hereby amended to read as follows:

7.25.090 Definitions

The definitions set forth in Chapter ~~15.10~~15.105 SMC, as presently existing or as may subsequently be amended, shall apply to this chapter and, in addition, the following definitions shall apply:

- A. Owner. "Owner" means any person owning property, as shown on the real property records of King County or on the last assessment roll for taxes, and shall also mean any lessee, tenant or other person having control or possession of the property.
- B. Property. "Property" means land and any buildings or structures located thereon.
- C. Screening. "Screening" means, for the purposes of this chapter, solid wood fencing; chain link fencing with slats; and/or landscaping, a minimum of six (6) feet in height, capable of concealing storage from sight by standing individuals at or near property lines.
- D. Apparently Inoperable Vehicle. "Apparently inoperable vehicle" means a vehicle that does not appear to comply with requirements for safe and legal operation on public streets with regards to licensing, brakes, lights, tires, safety glass or other safety equipment.

Section 12. Section 9.05.050 of the SeaTac Municipal Code is hereby amended to read as follows:

9.05.050 Commercial parking prohibited

It is a parking infraction, with a monetary penalty of two hundred dollars (\$200.00), for any person to park a commercial vehicle which is more than eighty (80) inches wide overall on any street or alley in residentially zoned areas (zones UH, UM, UL, and MHP, as designated by ~~Chapter 15.11 SMC~~ Title 15 Division 2) between the hours of midnight and 6:00 a.m.

Section 13. Subsection 12.10.227(B) of the SeaTac Municipal Code is hereby amended to read as follows:

12.10.227 Rate adjustments and appeals

- B. Requests for rate adjustment may be granted or approved by the director only when one (1) of the following conditions exists:
1. The acreage of the parcel charged is in error;
 2. The parcel in nonresidential and the actual impervious surface coverage of the parcel charged places it in a different rate category than the rate category assigned by the Department;
 3. The parcel is nonresidential and the parcel meets the definition of open space in Chapter 15.105.150 Open Space SMC-15.10.435. Parcels qualifying hereunder will be charged only for the area of impervious surface and at the rate which the parcel is classified under using the total parcel acreage;
 4. The service charge bill was otherwise not calculated in accordance with the terms of this chapter.

Section 14. Subsection 13.190.070(A) of the SeaTac Municipal Code is hereby amended to read as follows:

13.190.070 Applications – Complete applications

- A. For the purposes of determining the application of time periods and procedures adopted by this chapter, applications for permits authorized by this chapter shall be considered complete as of the date of submittal upon determination by the Director that the materials submitted comply with SMC Title 16A and contain the following:
1. For clearing and grading permits:
 - a. A legal description and boundary sketch of the property;
 - b. A one to two thousand (1:2,000) scale vicinity map with a north arrow;
 - c. Grading plans on a sheet no larger than twenty-four (24) inches by thirty-six (36) inches and including:
 - i. A horizontal scale no smaller than one (1) inch equals thirty (30) feet;
 - ii. Vertical scale;
 - iii. Size and location of existing improvements within fifty (50) feet of the project, indicating which will remain and which will be removed;

- iv. Existing and proposed contours at two (2) foot intervals, and extending for one hundred (100) feet beyond the project edge;
 - v. At least two (2) cross-sections, one (1) in each direction, showing existing and proposed contours and horizontal and vertical scales;
 - vi. Temporary and permanent erosion-sediment control facilities;
 - vii. Permanent drainage facilities prepared per SMC 12.10.010;
 - viii. Structures to be built or construction proposed in landslide hazard areas; and
 - ix. Proposed construction or placement of a structure.
2. A completed environmental checklist, if required by Chapter ~~15.30~~ 15.700 SMC, Environmentally Sensitive Areas.
 3. Satisfaction of all requirements for grading permits under SMC 13.190.080.

Section 15. Subsection 13.270.070(E) of the SeaTac Municipal Code is hereby amended to read as follows:

13.270.070 Installation and maintenance of address numbers

- E. The display of address numbers may constitute a directional or informational sign, as those terms are used in the City Sign Code at Chapter ~~15.16~~ 15.600 SMC, and nothing herein shall be deemed to permit an exception, exemption, or variance from the said chapter.

Section 16. Subsection 14.16.028(F) of the SeaTac Municipal Code is hereby amended to read as follows:

14.16.028 Building Footprint

- F. Required building setbacks pursuant to SMC ~~15.13.01~~ 15.400.100 and 15.400.200.

Section 17. Section 14.16.058 of the SeaTac Municipal Code is hereby amended to read as follows:

14.16.058 Density, Base Lot

A measure of the number of primary land uses present on all lands subject to a given land use application but not including any “sensitive areas” as defined by SMC ~~15.10.564~~ 15.700.015 Sensitive Areas. As applied within this title, base lot density refers to a base or minimum land area required by the Zoning Code for every one (1) primary use, e.g., seven thousand two hundred (7,200) square feet per single-family residence – six (6) units per acre – in the UL-7200 zone.

Section 18. Section 14.16.110 of the SeaTac Municipal Code is hereby amended to read as follows:

14.16.110 Hearing Examiner

The City of SeaTac Hearing Examiner as established under Chapters 1.20 and ~~15.22~~15.115 SMC to serve as the quasi-judicial reviewing authority for preliminary long subdivisions, preliminary binding site plans and other land use actions as set forth by ordinance.

Section 19. Section 14.16.130 of the SeaTac Municipal Code is hereby amended to read as follows:

14.16.130 Lot Area

The total horizontal area within the boundary lines of a lot, as defined under SMC ~~15.10.370~~15.105.120 Lot Area.

Section 20. Section 14.16.138 of the SeaTac Municipal Code is hereby amended to read as follows:

14.16.138 Lot Line Adjustment

Any relocation of one (1) or more lot boundary lines of two (2) or more lots where such action does not result in the creation of additional lots, or the creation of any substandard lot as defined by ~~SMC15.10.385~~SMC15.105.120 Lot. Substandard.

Section 21. Section 14.17.100 of the SeaTac Municipal Code is hereby amended to read as follows:

14.17.100 Variances

Subject to Hearing Examiner review and the criteria established under SMC ~~15.22.020~~15.115.010, an applicant may request a variance from the dimensional standards and improvement requirements of this title, the Zoning Code, and other provisions of the SeaTac Municipal Code.

Section 22. Section 14.17.110 of the SeaTac Municipal Code is hereby amended to read as follows:

14.17.110 Appeals

Any person aggrieved by any administrative decision under this title may appeal that decision consistent with the procedures prescribed in Chapters ~~15.22~~15.115 and 16A.17 SMC.

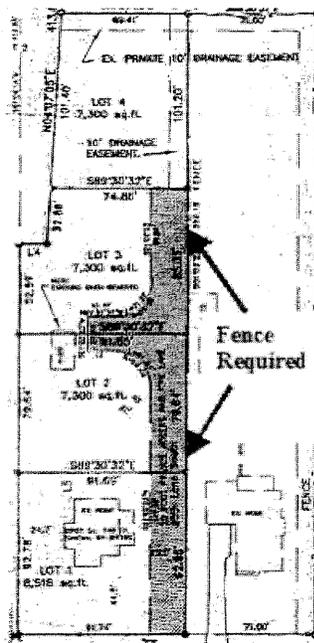
Section 23. Section 14.19.060 of the SeaTac Municipal Code is hereby amended to read as follows:

14.19.060 Private Roads – Screening from Adjacent Property

In short subdivisions of three (3) or more lots, a fence, as approved by the Director, shall be installed between the private access easement and adjacent single-family lot/s along the length of the easement. Two-thirds (2/3) of the cost of the fence shall be borne by the developer of the short plat, with the adjacent property owner responsible for one-third (1/3) of the cost of the fence. The height of the fence shall conform to the requirements of Chapter 15.435 SMC ~~15.13.080(F)~~. No fence shall be required under the following circumstances:

- A. If the fence will result in the need to remove existing trees or landscaping.
- B. If the adjacent property owner/s state in writing that they do not want a new fence installed.
- C. If the adjacent property owner/s do not want to pay for one-third (1/3) of the cost of the fence. Adjacent property owners shall be notified by the City by certified mail requesting a response whether or not they want to pay for the fencing.

If the adjacent property owner/s do not want to pay for one-third (1/3) of the cost of the fence, and the applicant/developer still wants to install a fence, then the cost of fence shall be borne by the applicant/developer.



Section 24. Subsection 14.21.010(E) of the SeaTac Municipal Code is hereby amended to read as follows:

14.21.010 Mandatory Improvements

- E. In subdivisions of ten (10) or more lots, a minimum of seven percent (7%) of the gross land area shall be reserved as common recreation open space. Common

recreational open space shall not include any critical areas as defined in Chapters ~~15.10~~15.105 and ~~15.30~~15.700 SMC.

Section 25. Subsection 14.22.010(B) of the SeaTac Municipal Code is hereby amended to read as follows:

14.22.010 Purpose

B. Integrate planned unit development procedures specified under Chapter ~~15.23~~15.215 SMC with a complementary subdivision process so that resulting lots, tracts, or parcels may be better planned and operated as parts of a single commercial, industrial, mobile home or condominium development.

Section 26. Subsection 14.22.030(A) of the SeaTac Municipal Code is hereby amended to read as follows:

14.22.030 Vacation or Dissolution

A. Where a binding site plan is considered concurrently with a planned unit development, pursuant with Chapter ~~15.23~~15.215 SMC, the applicant must receive preliminary approval of the binding site plan no later than the date on which a first phase development plan or comprehensive development plan is submitted to the City. Failure to meet this requirement shall void any approval under this chapter.

Section 27. Section 14.22.050 of the SeaTac Municipal Code is hereby amended to read as follows:

14.22.050 Permissive Variations in Requirements

An applicant may negotiate for permissive variations in the underlying dimensional standards, consistent with the standards established for planned unit developments under SMC~~15.23.360~~15.215.170 through ~~15.23.440~~15.215.250.

Section 28. Section 14.23.010 of the SeaTac Municipal Code is hereby amended to read as follows:

14.23.010 Mandatory Improvements

All approvals for binding site plans shall at a minimum be conditioned on the following mandatory improvements:

A. Sidewalks shall be required for all streets bordering and within the subject binding site plan. All sidewalks shall at a minimum conform to the performance standards established under the SeaTac Municipal Code and other applicable regulations.

B. Where any residential binding site plan is located adjacent to a business, commercial or industrial zone classification, a minimum twenty (20) foot buffer shall be provided. The buffer may be a natural buffer area, landscaping, berms and/or approved fences, or a combination thereof, and shall be provided prior to the issuance of building permits. The buffer shall be noted as an easement on the face of

the plat and covenant shall be placed on each lot containing the buffer stating that the buffer cannot be altered by the property owner unless otherwise approved by the Director.

- C. Where any residential binding site plan is located adjacent to residential property, a minimum ten (10) foot buffer shall be provided. The buffer may be a natural buffer area, landscaping, berms and/or approved fences, or a combination thereof, and shall be provided prior to the issuance of building permits. The buffer shall be noted as an easement on the face of the plat and covenant shall be placed on each lot containing the buffer stating that the buffer cannot be altered by the property owner unless otherwise approved by the Director.
- D. New binding site plans shall provide street trees along all public rights-of-way, including the cul-de-sac pursuant to Chapter 11.05 SMC. Street trees shall be deciduous and should be planted at a maximum of thirty (30) feet on-center. Spacing shall be determined by the Directors based on site conditions. The minimum size of the street trees should be no less than two and one-half (2-1/2) inches in caliper. The size of street trees shall be determined by the Directors based on site conditions. No impervious surfaces shall be allowed within the planter strip. Irrigation shall be provided for the street trees.
- E. In binding site plans containing ten (10) or more lots, a minimum of ten percent (10%) of the gross land area shall be reserved as common recreation open space. Common recreational open space shall not include any critical areas as defined in Chapters ~~15.10~~15.105 and ~~15.30~~15.700 SMC.
- F. The specific location and design of any common recreation open space required under this title shall be determined by criteria established under the Zoning Code.
- G. No part of common recreation open space reserved under this title shall also be used to fulfill property drainage requirements under the Surface Water Management Code.
- H. Where an applicant proposes residential binding site plan, the applicant shall substantially improve the common recreation open space consistent with the projected maximum future occupancy of the overall site.
 - 1. Land reserved pursuant to a residential binding site plan shall be established as a private recreational tract. The ownership of that tract shall be allocated equally between all buildable lots created as a result of the subdivision.
 - 2. The original and subsequent owners of any property or properties served by a private recreation tract established under this section shall maintain that tract consistent with SMC14.26.070. The City shall not be responsible for the maintenance of such tracts.

- I. Where an applicant proposes a planned unit development (PUD), the City may decrease the minimum land area required for each buildable lot in direct proportion to the amount of common open recreation space reserved and improved for owners, tenants and/or public use.
 1. The applicant may dedicate or reserve through easement up to forty percent (40%) of the net site area as common recreation open space, and decrease minimum lot areas to sixty percent (60%) of the minimum lot size prescribed by underlying zoning. At a minimum, ten percent (10%) common open space is required pursuant to SMC ~~15.23.350~~15.215.160.
 2. Any common recreational open space so reserved may be used to satisfy directly related conditions for permit approval; provided, that these dedications shall not satisfy, and shall be in addition to, any action otherwise required under the Surface Water Management Code, Chapter ~~15.30~~15.700 SMC, and SMC Titles 13 and 15.
 3. Any common recreation open space created under this subsection shall be reserved and improved in a manner consistent with the standards established under subsection (E) or (F) of this section.
 4. With regard to any application involving this subsection, the City shall not accept fees in lieu of common recreational open space, unless approved by the City under SMC ~~15.19.560~~15.510.560.
- J. Storm drainage improvements shall be installed pursuant to Chapter 12.10 SMC.

Section 29. Subsection 14.25.010(C) of the SeaTac Municipal Code is hereby amended to read as follows:

14.25.010 Alterations to a Recorded Subdivision

- C. The City shall consider no application for alteration that would in its effect substitute an appeal under Chapters ~~15.22~~15.115 and 16A.17SMC.

Section 30. Subsection 16A.03.030(D) of the SeaTac Municipal Code is hereby amended to read as follows:

16A.03.030 Administration and Review Authority

- D. The City Manager shall determine the review authority where it is not apparent or when organizational changes modify the above responsibilities.

The City Manager or designee shall also review and act on the following:

1. Variances to the provisions of SMC Titles 14 and 15 where the change does not exceed twenty percent (20%) of the distance, area, or other measure of the

requirement of City Code, pursuant to the criteria in SMC ~~15.22.020(C)~~ 15.115.010(C);

2. Minor Conditional Use Permits (CUP) which conform to the criteria in SMC ~~15.22.030(B)~~ 15.115.020(B).

Section 31. Chapter 16A Appendix III of the SeaTac Municipal Code is hereby amended to read as follows:

Appendix III – Description of City of SeaTac Permits

Permit	Actions Subject to this Permit
Building Services Division	
Electrical	All electrical installations/modifications unless exempt by the Electrical Code.
Mechanical	All mechanical installations/modifications unless exempt by the Mechanical Code.
Plumbing	All plumbing installations/modifications unless exempt by the Plumbing Code.
Building	All building construction/modifications unless exempt by the Building Code.
Engineering Review Division	
Grading and Drainage	Projects subject to permits as described in the 2009 King County Surface Water Design Manual, or projects subject to permits under the Grading Code, including changes to impervious surface area and import/export of fill.
Right-of-Way Use	Use of public rights-of-way for various purposes as described in Chapter 11.10 SMC.
Fire Department	
Fire Alarm Permits	Any addition or modification to a fire alarm system, per the National Fire Protection Association Standard 72.
Fire Suppression System	Sprinkler systems, commercial range hood systems, stand pipe systems, and inert fire protection systems for commercial computer rooms, as required by the Fire Code.
Fuel Storage Tank	Removal Permit – Removal of any underground fuel storage tank. Installation Permit – Installation of new underground fuel storage tank.
Other Fire Code Permits	Any activity related to hazardous materials, places of assembly (fifty (50) or more persons), processes that create hazardous atmosphere or conditions and storage of

Permit	Actions Subject to this Permit
	flammable materials, per the Fire Code.
Planning Division	
Home Occupation	The establishment or expansion of a business in any residential dwelling. Home occupation requirements are detailed in Chapter 15.17 <u>15.465.500</u> SMC.
Lot Line Adjustment	Any change to the boundaries of a property that does not create an additional lot. Standards for lots are found in Chapter 15.13 <u>15.400</u> SMC. Subdivision standards and requirements are found in SMC Title 14.
Separate Lot Determination	The establishment of two or more legal lots based on documentation of historic status as separate lots.
Sign	Any advertisement visible from public or private streets per the Sign Code, Chapter 15.16 <u>15.600</u> SMC. Note that all advertisements must meet the requirements of Chapter 15.16 <u>15.600</u> SMC, but certain provisions allow for nonilluminated signs of nine (9) square feet or less without a permit.
Temporary Use	The establishment of a temporary or seasonal use such as a Christmas tree stand or fruit stand, according to the requirements of Chapter 15.20 <u>15.475</u> SMC.
Administrative Variance	Any variance from a code standard of less than twenty percent (20%) of a standard. Criteria are listed in SMC 15.22.02 <u>15.115.010</u> .*
Conditional Use Permit (CUP) Minor	The minor expansion of an existing use in a zone where such use is listed as a “conditional” use within the zone, according to the land use chart in Chapter 15.12 <u>15.205.040</u> SMC. Criteria are listed in SMC 15.22.03 <u>15.115.020</u> .
Conditional Use Permit (CUP) Administrative	Certain uses within the Interim Angle Lake Station Area as listed in Chapter 15.41 SMC.
Shoreline Exemption	Any construction or alteration of a structure, or any grading or alteration of shoreline conditions within two hundred (200) feet of Angle Lake, if such construction is associated with one (1) single-family dwelling as permitted under State shoreline regulations WAC 173-27-040.
Short Plat	The division of a piece of property into four (4) or fewer lots. Standards for lots are found in Chapter 15.13 <u>15.400</u> SMC. Short plats must meet certain requirements of the Subdivision Code, SMC Title 14.

Permit	Actions Subject to this Permit
Site Plan Review	
Type I (No Public Notification)	A. Planning review of building and grading permits, per SMC 15.05.040 <u>15.100.020</u> .
	B. Actions that need to comply with zoning standards, but do not fall under another City permit. SMC 15.05.040 <u>15.100.020</u> .
Type II (Public Notification)	Done with SEPA review of a project, where no other project permits are being filed at the same time as the SEPA review. See SMC 16A.11.030.
Conditional Use Permit (CUP) Major	The creation or significant expansion of a use in a zone where such use is listed as a “conditional” use within the zone, according to the land use chart in Chapter 15.12 <u>15.205.040</u> SMC.
CUP-Essential Public Facility (CUP-EPF)	The creation or expansion of a use listed as being subject to the essential public facility siting process per the Chapter 15.12 <u>15.205.040</u> SMC use charts. The CUP-EPF process is outlined in SMC 15.22.035 <u>15.115.040</u> .
Planned Unit Development (PUD)	Any residential development requesting variation from density and other standards to cluster development and preserve open space.
Rezone: Owner-Initiated	A request from a property owner to change the zoning on a piece of property. Note that the proposed zone must be compatible with the Comprehensive Plan Map. Decision criteria are found in SMC 15.22.050 <u>15.115.050</u> .
Shoreline Substantial Development	Any construction or alteration of a structure, or any grading or alteration of shoreline conditions within two hundred (200) feet of Angle Lake, if such construction exceeds the exemption threshold as outlined under State shoreline regulations WAC 173-27-040.
Special Home Occupation	The establishment or expansion of a business in any residential dwelling, where the business meets most, but not all, of the criteria for a regular home occupation. Home occupation requirements are detailed in Chapter 15.17 <u>15.465.500</u> SMC.
Subdivision	The division of a piece of property into five (5) or more lots. Such lots must meet the requirements of SMC Title 14, Subdivisions.
Variance	Any variance from a code standard of more than twenty percent (20%) of a standard. Criteria are listed in SMC 15.22.020 <u>15.115.010</u> .

Permit	Actions Subject to this Permit
Variance (Sign)	Any variance from a sign code standard (limit fifty percent (50%) of a standard). Criteria are listed in SMC 15.22.020 <u>15.115.010</u> .

Section 32. Subsection 17.20.040(D) of the SeaTac Municipal Code is hereby amended to read as follows:

17.20.040 Lighting Configuration

D. Trees and shrubs shall not interfere with the distribution of lighting required by CPTED. The Director of the Department of Community and Economic Development may waive the landscape requirements of Chapters ~~15.14~~15.445 and 17.56 SMC to conform to this requirement.

Section 33. Section 17.56.020 of the SeaTac Municipal Code is hereby amended to read as follows:

17.56.020 Location, Height, and Plant Standards

A. Windows.

1. Plants (trees, shrubs, etc.) shall be no higher than sill height within five (5) feet in front of windows, except for street trees located within the city's designated city center.
2. Trees shall not be placed within five (5) feet in front of windows except where required for facade landscaping under SMC ~~15.14.020~~15.445.010.
3. It is recommended that barrier plants be placed below and to the sides of windows, except within six (6) feet of a walkway or children's play area.

B. Doorways/Entrances.

1. No plants or trees shall be higher than three (3) feet within six (6) feet of a doorway or entrance.

C. Walkways.

1. Unless otherwise specified under Chapter ~~15.14~~15.445 SMC, only low groundcover plants less than three (3) feet high shall be used within six (6) feet of walkways.
2. Trees may be permitted in this area provided that they are pruned up to five (5) feet above the ground.
3. Plants that exceed three (3) feet that have stalks less than two (2) inches in diameter and still allow for visual surveillance may also be used in this area.

4. Walkway standards apply; provided, that the walkway is not adjacent to a building facade that requires facade landscaping.

D. Barrier Plants.

1. Barrier plants should be used below and to the sides of windows and adjacent perimeter walls, fences, and other building walls where desirable.
2. Barrier plants discourage pedestrian through-traffic, therefore some types of barrier plants may exceed three (3) feet and still be approved.

E. Trees. Trees are required to be pruned from the ground up to a height of five (5) feet to provide for visibility and surveillance, with the following exceptions:

1. Deciduous trees fifteen (15) feet or less in height.
2. Conifers (evergreens) twenty (20) feet or less in height.

Section 34. Subsection 17.60.030(A) of the SeaTac Municipal Code is hereby amended to read as follows:

17.60.030 Ground Floor Transparency Requirements

A. Transparency requirements shall apply to retail/commercial or service uses and buildings with a ground floor retail/commercial or service use, as defined in SMC ~~15.35.620~~15.300.730 and in the City Center Use Charts (SMC ~~15.35.100 through 15.35.160~~15.300.055), including portions of buildings where ground floor uses are convertible to a retail/commercial or service use. Transparency requirements shall not apply to portions of a building with ground floor housing.

1. Windows shall cover at least sixty percent (60%) of the public street facing ground floor building wall area. At the first floor building level, darkly tinted, mirrored or reflective glass shall not be used. Lightly tinted windows are allowed for nonretail ground floor uses.
2. Transparency requirements shall apply to that area of the ground floor building wall fronting the street up to the finished ceiling height of the first floor building space.
3. Windows shall begin twelve (12) to thirty (30) inches above the finished grade of the first floor building space.

Section 35. The following definition in Section 18.200 of the SeaTac Municipal Code is hereby amended to read as follows:

“Environmental impacts” means the effects or consequences of actions on the natural and built environments. Environmental impacts include effects upon the elements of the

environment listed in the State Environmental Policy Act (SEPA). Refer to WAC197-11-600 and 197-11-444.

Environmentally Sensitive Areas Ordinance 03-1037, SeaTac. This ordinance (codified in Chapter ~~15.30~~15.700 SMC) provides the goals, policies, and implementing regulations for protecting the designated critical areas of SeaTac. The ordinance addresses environmentally sensitive area development controls; measures important for protecting and preserving these resources; preventing or mitigating cumulative adverse environmental impacts to critical areas; and serves to alert the public to the development limitations of critical areas.

Section 36. Subsection 18.315(A) of the SeaTac Municipal Code is hereby amended to read as follows:

18.315 Vegetation Conservation (Clearing and Grading)

A. All clearing and grading activities must adhere to the requirements of the City's code pertaining to land, clearing and grading (Chapter 13.190 SMC, Grading Code), landscaping (Chapter ~~15.14~~15.445 SMC, Landscaping) and all additional requirements provided in the SMP. Additional clearing and grading performance standards may be required as a condition of permit issuance to ensure the proposal will result in no net loss of shoreline ecological functions.

1. Prior to issuance of any construction, grading, or building permits, a landscape bond or other suitable financial guarantee as approved by the City Attorney shall be submitted to the Department of Community and Economic Development. The amount of the landscape bond or other financial guarantee shall equal one hundred fifty percent (150%) of the estimated cost of the landscaping.
2. Prior to final issuance of a building permit, land use permit or occupancy, a maintenance bond or other acceptable financial guarantee equal to thirty percent (30%) of the replacement cost of the landscaping shall be submitted. The bond or other suitable financial guarantee shall be maintained for a three (3) year period, at which point the Building Official and the City Manager, or designee, will determine if the bond shall be released or extended to maintain landscaped areas.

Section 37. Subsection 18.405(C) of the SeaTac Municipal Code is hereby amended to read as follows:

18.405 High Intensity

C. Setbacks.

1. Unless otherwise specified herein, permanent structures shall be set back from the ordinary high water mark as indicated in Chapter 18.400SMC, Table 1, and the related development regulations in Chapter ~~15.13~~15.400 SMC, Zone Classification Standards. Setbacks are measured landward, on a horizontal plane perpendicular to the shoreline.

- a. Permanent and temporary structures and all new development not identified in subsection (C)(1)(b) of this chapter shall be set back from the ordinary high water mark as indicated in Chapter 18.400 SMC, Table 1, Shoreline Dimensional Standards and the related development regulations in Chapter ~~15.13~~15.400 SMC, Zone Classification Standards. Setbacks are measured landward, on a horizontal plane, perpendicular to the shoreline.
 - b. Development associated with water-dependent uses, public and private access to the water and ecological restoration is not required to meet the minimum setback. However, where such development is approved within the minimum setback, the placement of structures and hard surfaces shall be limited to the minimum necessary for the feasible operation of the use.
2. All development shall comply with the standards for interior setbacks, yard requirements and all applicable provisions in the SeaTac Municipal Code (SMC) for the zone in which the development occurs. In the event of a conflict between a provision in the SMP and a provision in the SMC, the requirement that provides the most protection to the shoreline management area shall be applied.

Section 38. Subsection 18.520(I) of the SeaTac Municipal Code is hereby amended to read as follows:

18.520 Commercial Development

- I. Home occupations are allowed within the Shoreline Residential environment provided they meet the requirements of Chapter ~~15.17~~15.465.500 SMC, Home Occupations.

Section 39. City of SeaTac Zoning Code Appendix Table B of the SeaTac Municipal Code is hereby amended to read as follows:

- B. Property-Specific Standards.
Denotes property-specific standards or conditions

Ref. #	Location	Parcel #	Ord/Res #	Description
1	Ramada – 16701 Int'l Blvd.; 3034 and 3041 S. 167th St.	870960-0015 870960-0020 282304-9076		See memorandum of understanding, King County Recording No. 961231-0925
2	Westside – Port-owned properties	Various	Ord. 00-1014 (Supersedes Ord. 98-1002, Ord. 00-1010, Ord. 00-1013) (Amended by technical corrections, Ord. 00-1022)	Establishes conditions and procedures for rezoning Phase I and Phase II areas of the Westside and the remaining properties within the Westside owned or to be owned by the Port of Seattle to AVO or AVC per Map Exhibits A and B. Exhibits C and D of ordinance contain the complete text of conditions and procedures. EXHIBIT C CONDITIONS AND PROCEDURES FOR CONVERSION OF PROPERTIES TO AVIATION OPERATIONS AND AVIATION COMMERCIAL ZONING PURSUANT TO ORDINANCE NO. 00-1014 Westside-related Zoning Map reclassification specified in Exhibit A, shall be made according to the following conditions and procedures. I. Conditions for Rezoning of Phase I and Phase II Rezoning Areas. A. The Port of Seattle (Port) agrees to implement all of the measures contained in the "Port of Seattle Measures to Buffer Residents from Construction Activities for the Temporary Interchange and Year 2000 Runway Embankment, and Construction Office" (Exhibit D) for all properties in the designated "Phase I Rezoning Areas," or "Phase II Rezoning Area," as designated on the attached Map (Exhibit B). Documentation verifying ownership or right of possession and use shall be submitted by the Port to City of SeaTac (City) staff, prior to revision of the City's Official Zoning Map. B. A development agreement or memorandum of understanding is entered into by the City and Port, to be signed by the City Manager and the Director of Airport Operations, that addresses the Port's commitments specified in Section I.A. of this Exhibit. C. Required procedures have been completed to the satisfaction of the City of SeaTac and the City so indicates in a written finding. II. Conditions for Rezoning of Remaining Properties within the Westside. A. All properties in a given "Westside Acquisition Area," as designated on the attached Map (Exhibit B), have been acquired by the Port of Seattle (Port). Documentation verifying ownership or right of possession and use shall be submitted by the Port to City staff, prior to revision of the City's Official Zoning Map. B. The Port agrees to implement the best management practices (BMPs) specified in the FSEIS (Table 5-4-8) and in Attachment D-1 of the ILA. C. In addition, the Port shall at a minimum maintain a 20-foot buffer of existing vegetation and/or six-foot solid fencing on the perimeter of rezoned areas that are: (1) actively under construction or being used for third runway construction purposes, and (2) adjacent to properties that are still occupied and not owned by the Port. The effect of the vegetative buffer and fence shall be to obscure the view of Port-owned land from adjacent non-Port-owned properties. Additional landscaping, fence height, and/or other buffering may be required by the City to accomplish this effect. D. The Port submits the following information to the City: 1. Progress reports at regular intervals on ongoing acquisition activities for the Westside. 2. Progress report at regular intervals on the Port's activities related to the "Elda Behm Botanical Garden," as mentioned in Exhibit C, Section 8.3 of the City/Port Interlocal Agreement. 3. Progress report on regular intervals on the Port's activities related to "Airport Beautification," as mentioned in Exhibit C, Sections 8.5, 10.1 and 10.2 of the City/Port Interlocal Agreement. 4. Construction and Earthwork Management Plan for the Westside (per the Airport Master Plan Update FEIS Section 23 (J)) that specifies, at a minimum, the following: a. Anticipated timeline for construction activities, b. Preferred haul routes, c. Hours of operations, and d. Proposed mitigation for specific impacts identified. E. Provisions of the Interlocal Agreement (ILA) and any follow-up

			<p>agreements are being followed by the Port.</p> <p>F. Required procedures have been completed to the satisfaction of the City of SeaTac and the City so indicates in a written finding.</p> <p>III. Procedures for Initiating Westside Zoning Map Reclassifications.</p> <p>A. The Port shall submit the following to the Department of Planning and Community Development:</p> <ol style="list-style-type: none"> 1. Documentation verifying the acquisition of properties within either a Phase I Rezoning Area, a Phase II Rezoning Area or Westside Acquisition Area as designated on Exhibit B. 2. All information itemized in Section I.A. and B., or Section II.A., B., C. and D., above. <p>B. Upon receipt of information specified in III.A. above, the City of SeaTac Department of Planning and Community Development shall make a written finding that the specified conditions and procedures have or have not been satisfied.</p> <p>C. If the specified conditions and procedures are determined by the City of SeaTac Department of Planning and Community Development to have been met, that Department shall publish written notice, notify the Port in writing, and amend the Zoning Map for the specified Phase I Rezoning Area or Westside Acquisition Area to be in conformance with the Zoning Map reclassification specified in Exhibit A.</p>
			<p>EXHIBIT D PORT OF SEATTLE MEASURES TO BUFFER RESIDENTS FROM CONSTRUCTION ACTIVITIES FOR THE TEMPORARY INTERCHANGE, YEAR 2000 RUNWAY EMBANKMENT, AND CONSTRUCTION OFFICE General</p> <ol style="list-style-type: none"> 1. The Port currently has written agreements that all residents will be out of the Phase I Rezoning Areas by March 23, 2000. For the SR 509 Temporary Interchange project, no construction work will occur until all residents are out of the southern Phase I Rezoning Area and the area needed for construction of the Temporary Interchange's detention pond. For the Year 2000 Embankment project, no construction work will occur between S. 156th and S. 160th Streets west of 12th Ave. S. and east of Miller Creek until all residents are out of the northern Phase I Rezoning Area. 2. All month-by-month work schedule time frames shown are approximate and may overlap. 3. A water truck and street sweeper will be on standby during all construction hours for dust and dirt control. 4. Construction-related equipment will not operate outside of the work hours discussed below, except for equipment that may be needed for operation and maintenance of storm water facilities. Any such equipment will operate within the City's nighttime noise limits. <p>Interchange Project</p> <ol style="list-style-type: none"> 1. Residential impacts will be minimized by: <ol style="list-style-type: none"> a. Limiting detention pond and SR 509 drainage crossing work hours to 9:00 a.m. to 6:00 p.m., Monday through Friday. b. Limiting other interchange-related work hours to 7:00 a.m. to 9:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m., Saturday. c. Construction hauling will not occur on 8th Ave. S.; it will primarily be from the shoulders of SR 509. 8th Ave. S. will be limited to light vehicle access and such access will be limited to the hours of 9:00 a.m. to 6:00 p.m. Monday through Friday.
			<ol style="list-style-type: none"> 2. Approximate work schedules and descriptions are: <ol style="list-style-type: none"> a. May – Detention Pond Construction – Equipment used will be a small horizontal drill rig, small excavator, a few dump trucks, and a seeding sprayer. A pipe will be bored under SR 509, the pond will be excavated, shaped and seeded. b. June – Wall excavation and drainage – Equipment used will be a large excavator, trucks and delivery trucks. SR 509 striping will be adjusted to shift traffic to allow excavation of shoulder areas. The shoulders will be excavated and drainage pipe will be installed. c. July – Wall/embankment construction – Equipment will be a small excavator, trucks, a small dozer, and delivery trucks. Wall construction will begin and fill will be placed between the wall and SR 509. d. August – Ramp drainage and paving – Equipment will be a backhoe,

				<p>rollers, trucks and a paving machine. The ramp drainage system will be connected to the previously installed piping. The wall and embankment will then be completed to its final elevation. The ramps will then be paved and striped.</p> <p>e. September – SR 509 Paving and cleanup – Equipment will be an excavator, trucks, roller, and paving machine. Minor excavation along SR 509 will be done to widen the existing shoulders and to connect with the new ramps. The site will be cleaned up and the contractor will demobilize. Year 2000 Third Runway Embankment Project</p>
				<p>1. Residential impacts will be minimized by:</p> <p>a. Limiting work hours to 6:00 a.m. to 10:00 p.m., Monday through Saturday.</p> <p>b. Minimizing hauling on 12th Ave. S. until properties directly impacted are vacated.</p> <p>c. Postponing the construction on 12th Ave. S. until properties directly impacted are vacated.</p> <p>d. Keeping truck frequency at or below levels per City-issued haul permits.</p> <p>e. Within 500 feet of an occupied residence, clearing and grubbing will be limited to the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday.</p>
				<p>2. Approximate work schedules and descriptions are:</p> <p>a. March/November – Clearing and grubbing – Equipment used will be chain saws, wood grinders, and trucks to haul the debris away. Trees and underbrush would be cleared and hauled away.</p> <p>b. May – TESC/Detention Pond construction – Equipment used will be an excavator and a few trucks. A pond will be dug, graded, and seeded.</p> <p>c. June to November – Embankment construction – Equipment used will be push dozers, rollers, a water truck, an occasional excavator, and haul trucks. About 750,000 cubic yards of fill are proposed to be brought in and placed east and west of 12th Avenue in an area north of S. 160th St. Construction Office Project</p>
				<p>1. Residential impacts will be minimized by:</p> <p>a. Limiting construction work hours to 8:00 a.m. to 5:00 p.m., Monday through Friday.</p> <p>b. Limiting construction truck hauling to 10 round trips per hour.</p> <p>c. Limiting construction hauling to S. 168th St.</p> <p>d. Installing an eight-foot high solid wood fence between the construction site and any adjacent occupied residences.</p> <p>e. Maintaining a 20-foot “no work” buffer of existing vegetation between the construction site and any adjacent occupied residences. In addition, the standards and procedures contained in the “Interim Landscape Design Standards for Sea-Tac International Airport (dated December 6, 1999)” shall be followed.</p> <p>2. Approximate work schedules and descriptions are:</p> <p>a. July - Temporary Erosion and Sediment Control (TESC) installations including excavation and construction of the TESC pond. Approximately one-half of the dirt excavation and haul will take place during these activities.</p> <p>b. August – Demolition, clear and grub, excavate and grade building site; begin underground utilities installation. Approximately one-half of the remaining excavation and haul will take place during these activities.</p>
				<p>c. September – Complete site excavation and grading; complete underground utilities installation. Remainder of the excavation and haul completed during these activities.</p> <p>d. October - Asphalt concrete paving; hydroseeding; fencing; lighting; begin modular building installation.</p> <p>e. November – Complete modular building installation and outfitting; trailer pier installation; final utility connections.</p> <p>f. December - Move in.</p>
2	Westside – Non-port properties	Various	<p>Ord. 00-1003; Map 1</p> <p>Ord. 00-1056; Map 2</p>	<p>Conditions of zoning change: Uses and development shall be compatible in scale and intensity with adjacent properties to the west in Burien.</p> <p>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-15-12-05015.205.040, and Manufacturing</p>

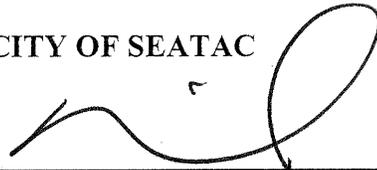
				<p>Uses as show in SMC 15.12.070 <u>15.205.040</u>, except Financial Institutions, Professional Office, and Auto Sales (excluding Auto Rental) uses (#082, 090 and 093, respectively), which shall provide a Type III landscape buffer at least 10 feet in width along the Des Moines Memorial Drive frontage. 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 <u>15.205.040</u>. All other landscaping shall be in accordance with provisions of Chapter 15.13 <u>15.400</u> SMC. 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.</p> <p>B. Building height shall not exceed 45 feet.</p> <p>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:</p> <ol style="list-style-type: none"> i. The maximum wall length without modulation shall be 30 feet. ii. The minimum modulation depth shall be three feet. iii. The minimum modulation width shall be eight feet.
				<p>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:</p> <ol style="list-style-type: none"> i. The maximum roof length without modulation shall be 30 feet. ii. The minimum horizontal or vertical offset shall be three feet. iii. The minimum variation length shall be eight feet. <p>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.</p> <p>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.</p> <p>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.</p>
3	SunReal Development Co. 16243 Int'l Blvd.	Small portion of: 940940-0225	Ord. 99-1047; Map 4 (Comp Plan) Ord. 00-1003; Map 3 (Zoning)	<p>Comprehensive Plan change from Park to Commercial High for a small portion of property to "square off" lot, subject to the following conditions precedent:</p> <ol style="list-style-type: none"> A. Approved lot line adjustment, B. Transfer of title of subject property to SunReal, Inc. <p>Zoning change from Park to Community Business for a small portion of property to "square off" lot, subject to the following conditions precedent:</p> <ol style="list-style-type: none"> A. Approved lot line adjustment, B. Transfer of title of subject property to SunReal, Inc. <p>Note: Applicant has decided not to go forward with the lot line adjustment.</p>
4	Lutheran Social Services 4040 S. 188th St.	342304-9058	Ord. 00-1003; Map 4 (Zoning) Ord. 01-1021	<p>Conditions of zoning change: Uses shall be limited to the following:</p> <ul style="list-style-type: none"> - Senior housing; day-care; - Social service offices (for administration and programs); - Medical/dental clinic (not to exceed 4,000 s.f.); and - Professional office (not to exceed 500 s.f.).
5	Bow Vista Neighborhood S. 186th St., S. 187th St., and S. 188th St., west of 36th Ave. S.	Various	Ord. 00-1056	<p>Zoning change to O/CM (Area A) or O/C/MU (Area B) upon compliance with the following conditions precedent:</p> <p>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:</p>

				<p>1. For area A, or for areas A and B together, the owners of at least 66% of the property in said area or areas shall be signatory to a rezone proposal; or</p> <p>2. For area B, 36th Ave. S. 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</p> <p>3. A development agreement(s) between the property owner(s) and the City has been adopted. Such development agreement(s) shall include:</p> <p>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</p> <p>b. Provisions for an additional landscape buffer of 20 feet of Type 1 landscaping adjacent to single-family uses; and</p> <p>c. Provision for access to the site(s) only via 36th Ave. S. and/or 32nd Ave. S., unless no practicable alternative exists; and</p> <p>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</p>
				<p>e. Provisions for all exterior lighting to be screened or hooded so as not to shine on adjacent single-family residences; and</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>D. Any party aggrieved by the Director's approval, or lack thereof, pursuant to Subsection B. above, may appeal to the City Hearing Examiner.</p>
6	S. 170th St./32nd Ave. S.	Various	Ord. 00-1055; Map 5	<p>Comprehensive Plan Phasing Map change upon compliance with the following conditions precedent:</p> <p>A. Areas as delineated on Exhibit A, Map #5 shall be eligible for consideration of a rezone to the potential zone specified on the City's Official Zoning Map when the owners of 66% of the property within any area or areas shall be signatory to a rezone application; and</p> <p>B. A development agreement(s) between the property owner(s) and the City shall be required. Such development agreement(s) shall include:</p> <p>1. A Master Redevelopment Plan for the entire rezone area (i.e., area 1-A, 1-B, 2-A, or 2-B but not any smaller subset of the properties in the said areas); and</p> <p>2. Provisions for additional landscape buffer: 20 feet of Type I landscaping adjacent to single-family uses shall be required; and</p> <p>3. Provisions for access to the site only via an arterial street; and</p> <p>4. Provisions to limit curb cuts to only one per 500 feet off S. 170th St., or per 250 feet from another street, unless no practicable alternative exists; and</p> <p>5. Provisions for all exterior lighting to be screened or hooded so as not to shine on adjacent single-family residences; and</p>
				<p>6. 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).</p> <p>C. 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.</p> <p>D. If the specified conditions and procedures are determined by the Director of Planning and Community Development to have been met, the rezone application shall go forward under the City's zone reclassification (rezone) process.</p> <p>E. The City reserves the authority to rezone any or all of the areas delineated on Exhibit A, Map #5 under a City-initiated zone reclassification</p>

				process (SMC 16.03.040) independent of the provisions specified in Subsections A. through D. above.
7	Gateway Rezone	Various	01-1013 (Vicinity Map)	<p>Zoning change to CB-C or O/CM upon compliance with the following conditions precedent:</p> <ol style="list-style-type: none"> 1. A Master Redevelopment Plan shall be submitted to and approved by the City for the area of the rezones, prior to the issuance of any grading, construction, or building permits. 2. Access to the rezone areas shall be only via an arterial street, except for those areas with single-family residences. 3. All new exterior lighting shall be screened or hooded so that it will not shine or cause glare on adjacent single-family residences. The height and type of lighting fixtures shall be submitted to and approved by the Department of Planning and Community Development, prior to installation. Light standards shall be no greater than 25 feet in height and all lighting levels shall conform with Crime Prevention Through Environmental Design (CPTED) standards. 4. All commercial deliveries shall be prohibited between the hours of 9:00 p.m. and 8:00 a.m. 5. Any of the rezone properties used as an interim parking lot shall conform with the conditions stated in the Development Agreement between the City and Gateway Development LLC, where applicable.

ADOPTED this 14th day of June, 2016 and signed in authentication thereof on this 14th day of June, 2016.

CITY OF SEATAC



Michael J. Siefkes, Mayor

ATTEST:


 Kristina Gregg, City Clerk

Approved as to Form:


 Mary E. Mirante Bartolo, City Attorney

Effective date: 6/25/16

ORDINANCE NO. 16- 1008

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapters 13.100, 13.110, 13.150, 13.160, 13.170, 13.180, 13.210, 13.220, and 13.240 of the SeaTac Municipal Code related to Buildings and Construction.

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

WHEREAS, those codes are generally adopted and amended by the State of Washington every three years pursuant to the provisions of RCW 19.27, and municipalities are required to adopt those changes by July 1, 2016; and

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

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

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

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

Chapter 13.100
GENERAL PROVISIONS

Section 1. Chapter 13.100 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

- 13.100.010 Purpose and scope.
- 13.100.020 Definitions.
- 13.100.030 Modifications.
- 13.100.040 Alternate materials, design and methods of construction and equipment.
- 13.100.050 Duties and powers of Building Official, Fire Chief and Director of Community and Economic Development Public Works.
- 13.100.060 Permits.
- 13.100.070 Permit and plan review fees.
- 13.100.100 Appeals.
- 13.100.110 Stop work orders.
- 13.100.120 Violations not subject to the notice and order procedures.

13.100.010 Purpose and scope.

A. The purpose of this chapter is to provide additional administrative and enforcement provisions for the adopted technical codes within the City of SeaTac.

B. The provisions of this chapter serve as a supplement to the administrative and enforcement procedures found in the other adopted technical codes. In case of a conflict between these provisions and those found in any of the other technical codes, these provisions shall apply.

C. 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 technical codes and standards adopted in this title 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.

13.100.020 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context thereof shall clearly indicate to the contrary:

A. "Building official" means the person charged with the administration and enforcement of the technical codes or a regularly authorized deputy. The authority of this position is held by the Building Services Manager.

B. "Building service equipment" means the plumbing, mechanical, electrical and elevator equipment, fire suppression systems, fuel tanks, including piping, wiring, fixtures and other accessories which provide sanitation, lighting, power, heating, ventilation, cooling, refrigeration, fire-fighting and transportation facilities essential to the occupancy of the building or structure for its designated use.

C. "Dwelling" means a building that contains one (1) or two (2) dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

D. "Technical codes" means those codes adopted by this title containing the provisions for design, construction, alteration, moving, demolition, repair, removal, use, location, occupancy and maintenance of buildings, structures and building service equipment. Where no applicable standards or requirements are set forth in this title, or are contained within other laws, codes, regulations, ordinances or bylaws adopted by the City of SeaTac, technical codes may also include applicable standards of the National Fire Protection Association or other nationally recognized standards approved by the Building Official.

E. "Valuation" or "value" means, as applied to a building and its building service equipment, the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs.

13.100.030 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of the technical codes, the Building Official shall have the authority to grant modifications for individual cases, upon a request by the owner or owner's representative, provided the Building Official shall first find that a special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of the technical codes and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of any action granting modifications shall be recorded and entered in the files of the building division.

13.100.040 Alternate materials, design and methods of construction and equipment.

A. The provisions of the technical codes are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the technical codes; provided, that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory, complies with the intent of the provisions of the technical codes, and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed in the technical codes in quality, strength, effectiveness, fire resistance, durability and safety.

B. Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in the technical codes, shall consist of valid research reports from approved sources.

C. Tests. Whenever there is insufficient evidence of compliance with the provisions of the technical codes, or evidence that a material or method does not conform to the requirements of technical codes, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the City of SeaTac. Test methods shall be as specified in the technical codes or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

13.100.050 Duties and powers of Building Official, Fire Chief and Director of Community and Economic Development ~~Public Works~~.

A. The Building Official is hereby authorized and directed to enforce the provisions of the technical codes, except for the Grading Code and Fire Code. The Building Official shall have the authority to render interpretations of the technical codes, except for the Grading Code and Fire Code and to adopt policies and procedures in order to clarify the application of their provisions. The Fire Chief, or designee, is responsible for the enforcement and interpretation of the Fire Code. The Director of Community and Economic Development ~~Public Works~~ or designee is responsible for the enforcement and interpretation of the Grading Code. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the technical codes. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes.

B. Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

C. Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under the technical codes.

D. Right of Entry. Where it is necessary to make an inspection to enforce the provisions of the technical codes, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a

premises a condition which is contrary to or in violation of the technical codes which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by the technical codes; provided, that if such structure or premises be occupied, that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

E. Department Records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records by the City's retention schedule.

13.100.060 Permits.

A. Except for those items specifically exempt in each of the technical codes, no building, structure or building service equipment regulated by the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official. Exemptions from permit requirements of the technical codes shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of those codes or any other laws or ordinances of the City of SeaTac or the State of Washington.

B. Emergency Repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

C. Repairs. Application or notice to the Building Official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement, or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, fire suppression, electric wiring, mechanical or other work affecting public health or general safety.

D. Application for Permit. In order to obtain a permit for work regulated by this title, the applicant shall first file a completed application in writing on a form furnished by the City for that purpose. Along with the application, the applicant shall also submit related application and construction documents to include all other data, plans, specifications, calculations and information as required by the City or by the State of Washington. No action or review will be taken by the City if the application or application and construction documents are incomplete.

E. Action on Application. The Building Official shall review or cause to be reviewed applications and any required construction documents for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefor. If the Building Official is satisfied that the proposed work conforms to the requirements of the technical codes and laws and ordinances applicable thereto, and all required fees associated with the permit have been paid to the City, the Building Official shall issue a permit as soon as practicable.

F. Time Limitation of Application.

1. Applications for which no permit is issued within eighteen (18) months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law.

2. Applications may be canceled for inactivity if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within ninety (90) days of the date of request. The Building Official may extend the response period beyond ninety (90) days if within the original ninety (90) day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

G. Validity of Permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the technical codes or of any other ordinance of the City of SeaTac. Permits presuming to give authority to violate or cancel the provisions of the technical codes or other ordinances of the City of SeaTac shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure when in violation of this code or other ordinances of the City of SeaTac.

H. Expiration of Permits.

1. Every permit issued shall expire two (2) years from the date of issuance. The Building Official may approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance.

2. Every permit that has been expired for one (1) year or less may be renewed for a period of one (1) year for an additional fee as long as no changes have been made to the originally approved plans. For permits that have been expired for longer than one (1) year, a new permit must be obtained and new fees paid. No permit shall be renewed more than once.

3. Electrical, mechanical and plumbing permits shall expire at the same time as the associated building permit except that if no associated building permit is issued, the electrical, mechanical and/or plumbing permit shall expire one hundred eighty (180) days from issuance.

4. The Building Official may grant a thirty (30) day extension to an expired permit for the purpose of performing a final inspection and closing out the permit as long as not more than one hundred eighty (180) days has passed since the permit expired. The thirty (30) day extension would commence on the date of written approval, provided no changes have been made or will be made in the plans or scope of work. If work required under a final inspection is not completed within the thirty (30) day extension period, the permit shall expire. However, the Building Official may authorize an additional thirty (30) day extension if conditions outside of the applicant's control exist and the applicant is making good effort to complete the permitted work.

I. Suspension or Revocation. The Building Official is authorized to suspend or revoke a permit issued under the provisions of this title whenever the permit was issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of the technical codes.

J. Placement of Permit. The permit shall be kept on the site of the work until the completion of the project.

13.100.070 Permit and plan review fees.

A. A permit shall not be valid until all fees owed to the City of SeaTac have been paid nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The permit and plan review fee schedules along with other fees, including, but not limited to, plan review, drainage plan review, and inspections, shall be as set forth in the City schedule of license fees, permit fees, and other fees and charges adopted by resolution.

B. Project Valuation. The applicant for a permit shall provide an estimated project value at time of application. Project valuations shall include total value of work, including materials and labor, for which the permit is being issued such as electrical, gas, mechanical, plumbing equipment and other permanent systems. The project valuation shall be set by the Building Official.

The valuation shall be based on the most recent Table 1 and Table 2 of the Building Valuation Data published by the International Code Council or the actual value of the work, whichever is higher. In addition to the regional modifier, the valuation may be reduced by the following multipliers:

Residential additions	.70
Residential remodels	.30
Residential decks	.20
Commercial remodels	.30

C. Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, fuel tank, mechanical, plumbing or fire suppression system before obtaining the necessary permits shall be subject to an investigation fee as determined by the Building Official. The fee shall be an amount equal to the permit fee with a minimum fee of one hundred dollars (\$100.00). The investigation fee shall be in addition to the required permit fee.

D. Refunds. The Building Official may authorize refunding any fee paid hereunder which was erroneously paid or collected. The Building Official may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under the permit. The Building Official may authorize the refunding of not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been done is withdrawn or canceled before any plan reviewing has been done.

13.100.100 Appeals.

A. All references in the technical codes to the Board of Appeals shall be deemed to refer to the Hearing Examiner system of Chapter 1.20 SMC. The Hearing Examiner shall have no authority relative to interpretation of the administrative provisions of the technical codes nor shall the Hearing Examiner be empowered to waive requirements of the technical codes.

B. Appeals to a decision by the Fire Chief shall be made to the Hearing Examiner. All references in the fire code and adopted International Fire Code to the Fire Code Board of Appeals shall be deemed to refer to the Hearing Examiner system of Chapter 1.20 SMC.

13.100.110 Stop work orders.

A. Whenever the Building Official finds any work regulated by this title being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

B. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

13.100.120 Violations not subject to the notice and order procedures.

Violation of the provisions of Section 108.4.1 and 108.5 of the International Property Maintenance Code, as adopted by reference in Chapter 13.210 SMC, as now or may be subsequently amended, shall be a misdemeanor, punishable by a fine of up to one thousand dollars (\$1,000) or a jail sentence of up to ninety (90) days, or both, and the violation shall be a strict liability offense.

Chapter 13.110 BUILDING CODE

Section 2. Chapter 13.110 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

- 13.110.010 Building Code.
- 13.110.020 International Building Code.
- 13.110.030 International Residential Code.
- 13.110.040 International Performance Code.
- 13.110.050 International Existing Building Code.
- 13.110.060 Copies on file.

13.110.010 Building Code.

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

13.110.020 International Building Code.

The ~~2012~~2015 Edition of the International Building Code, as published by the International Code Council, as amended by the Washington State Building Code Council and published in Chapter 51-50 WAC, as now or hereafter amended, is hereby adopted by reference with the following additions and exceptions:

A. Appendixes E and H are hereby adopted.

B. The following is added to Section 504, Height Modifications:

504.2.1 Five story type VA buildings allowed.

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

1. The building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1; and
2. The building is equipped with a complete, approved fire alarm and detection system; and
3. The fire sprinkler alarm system is provided with annunciation for each floor; and
4. The building does not exceed ~~7060~~ feet in height; and
5. The vertical exit enclosures shall be smoke proof enclosures in accordance with Section 909-~~20~~; and
6. Special inspection is provided for the lateral support portion of the structural system; and
7. The building must comply with all other applicable provisions of Title 13 of the SeaTac Municipal Code.

13.110.030 International Residential Code.

The ~~2012~~2015 Edition of the International Residential Code, as published by the International Code Council, as amended by the Washington State Building Code Council and published in Chapter 51-51 WAC, as now or hereafter amended, is hereby adopted by reference with the following additions and exceptions:

A. Appendix ~~G~~ and ~~RQ~~ isare adopted.

B. Table R301.2, Climate and Geographic Design Criteria, is hereby amended to read as follows:

Ground/Roof Snow Load:	<u>15</u> psf
Wind Speed:	85 mph
Topographic Effects:	No
Seismic Design Category:	D2
Subject to Damage From:	
Weathering:	Moderate
Frost Line Depth:	18 inches
Termite:	Slight to Moderate
Decay:	Slight to Moderate
Outside Design Temperatures:	24F Heat; 83F Cool.
Ice Shield Underlayment Required:	No
Flood Hazards:	FEMA # 530320
Air Freezing Index:	50
Mean Annual Temperature:	51.4

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

1. One-story detached accessory structures constructed under the provisions of the IRC used as tool and storage sheds, tree supported play structures,

playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m²).

~~7. Prefabricated swimming pools provided they meet one of the following conditions:~~

~~a. The pool is less than 24 inches deep.~~

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

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

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

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

13.110.040 International Performance Code.

The ~~2012~~ 2015 Edition of the International Performance Code, published by the International Code Council, as now or hereafter amended, is hereby adopted

13.110.050 International Existing Building Code.

The ~~2012~~2015 Edition of the International Existing Building Code, published by the International Code Council, as now or hereafter amended, is hereby adopted.

13.110.060 Copies on file.

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

Chapter 13.150 FIRE CODE

Section 3. Chapter 13.150 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

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

13.150.010 Adoption.

The International Fire Code with Appendix B, ~~2012–2015~~ Edition, as published by the International Code Council, as amended in Chapters 51-54A WAC, together with amendments, additions, and deletions adopted by reference, and together with SeaTac modifications, is adopted as the City of SeaTac Fire Code, and referred to as “this Code” in this chapter. At least one (1) copy of the adopted edition of the International Fire Code as published by the International Code Council shall be on file in the office of the Building Official on behalf of the City Clerk.

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

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

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

104.1.1. Retained authority – Additional conditions.

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

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

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

C. A new subsection 105.6.~~47~~50 is added to read as follows:

105.6.~~47~~50. Commercial Kitchen. An operational permit is required for all commercial kitchens with type I hood systems.

D. A new subsection 105.6.~~48~~51 is added to read as follows:

105.6.~~48~~51. Emergency and standby power systems. An operational permit is required for code required emergency or standby power systems identified in NFPA 110.

E. A new subsection 105.7.~~47~~21 is added to read as follows:

105.7.~~47~~21. Emergency and standby power systems. A construction permit is required for the installation of a code required emergency or standby power systems identified in NFPA 110.

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

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

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

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

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

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

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

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

Sec. 13.150.030. Amendments to the International Fire Code – Chapter 2, Definitions. The following local amendment to Chapter 2 of the International Fire Code, entitled “Definitions,” is hereby adopted and incorporated into the International Fire Code:

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

Outdoor Storage. The storage of materials on-site which are not in transit.

Problematic Fire Protection System. A fire protection system that generates repeated preventable alarms.

Sec. 13.150.040. Amendments to the International Fire Code – Chapter 3, General Requirements. The following local amendments to Chapter 3 of the International Fire Code, entitled “General Requirements,” are hereby adopted and incorporated into the International Fire Code:

A. A new subsection 308.1.6.3 is added to read as follows:

308.1.6.3 Sky lanterns. The use of sky lanterns is prohibited.

AB. A new subsection 315.4.3 is added to read as follows:

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

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

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

Table 315.4.3.2 Clearances¹ Between Storage and Buildings

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

1. All distances measured in feet.

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

Table 315.4.3.3 Clearance to Other Storage

Pile Size	Minimum Distance ¹
0-50	20
51-200	30
Over 200	50

1. All distances measured in feet.

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

13.150.050. Amendments to the International Fire Code – Chapter 4, Emergency Planning and Preparedness. This section is reserved.

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

- A. Section 503 of the International Fire Code is adopted.
- B. Subsection 503.2.1 is amended to read as follows:

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

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

- C. Subsection 503.2.3 is amended to read as follows:

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

- D. Subsection 503.2.5 is amended to read as follows:

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

- E. Subsection 503.2.6 is amended to read as follows:

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge or elevated surface shall be constructed and maintained in accordance with specifications established by the fire code official and the public works director, or their designees; at a minimum, however, the bridge or elevated surface shall be constructed and maintained in accordance with AASHTO Standard Specifications for Highway Bridges. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of 30 tons or more ton fire apparatus, the total imposed load to be determined by the fire code official. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to

surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

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

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

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

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

H. Subsection 503.3 is amended to read as follows:

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

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

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

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

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

1. Type 2 marking requires metal signs stating "NO PARKING – FIRE LANE" to be installed at intervals or locations designated by the fire code official; signage will not exceed 150 feet apart.
2. The signs shall measure 12 inches in width and 18 inches in height and have red letters on a white background. Bottom of sign shall be a minimum of 7 feet from the curb. Signs shall be nominally parallel to the road, facing the direction of travel.
3. The sign shall be installed on an approved metal post.

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

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

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

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

I. Subsection 503.7 is added to read as follows:

503.7 Establishment of fire lanes. Fire lanes in conformance with this code shall be established by the Fire Chief or his/her authorized designee, and shall be in accordance with 503.7.1 through 503.7.9.

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

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

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

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

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

503.7.4 Towing notification. At each entrance to property where fire lanes have been designated, signs shall be posted in a clearly conspicuous location and shall clearly state that vehicles parked in fire lanes may be impounded, and the name, telephone number, and address of the towing firm where the vehicle may be redeemed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

503.10 Multi-family residential developments. The *fire apparatus access roads* serving multi-family residential developments shall be in accordance with Sections 503.10.1 through 503.10.3~~2~~.

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

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

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

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

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

503.11 One- and Two-family residential developments with more than 30 dwelling units. The *fire apparatus access roads* serving one- and two-family residential developments with more than 30 dwelling units shall be in accordance with Sections 503.11.1 and 503.11.2.

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

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with *approved automatic sprinkler systems* installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the *International Fire Code*, access from two directions shall not be required.

2. The number of dwelling units on a single *fire apparatus access road* shall not be increased unless *fire apparatus access roads* will, within a reasonable time, connect with future development, as determined by the *fire code official*.

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

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

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

~~O.~~ Subsection 507.5.2 is amended to read as follows:

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

~~PO.~~ A new subsection 507.5.32.1 is added to read as follows:

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

~~QP.~~ A new subsection 507.5.6 is amended to read as follows:

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

~~RQ.~~ A new subsection 507.5.7 is amended to read as follows:

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

~~SR.~~ A new subsection 507.5.8 is amended to read as follows:

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

~~TS.~~ A new subsection 507.6 is amended to read as follows:

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

~~UI.~~ A new subsection 507.7 is amended to read as follows:

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

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

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

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

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

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

~~VU.~~ A new subsection 507.8 is amended to read as follows:

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

~~WV.~~ A new subsection 507.9 is amended to read as follows:

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

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

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

~~XW.~~ A new subsection 507.10 is amended to read as follows:

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

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

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

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

~~XX~~. A new subsection 507.11 is amended to read as follows:

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

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

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

A. Subsection 606.6 with the following:

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

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

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

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

C. Subsection 609.3.3.3 is amended to read as follows:

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

13.150.080. Amendments to the International Fire Code – Chapter 7, ~~Fire-Resistance-Rated Construction~~ Fire and Smoke Prevention Features.

The following local amendments to Chapter 7 of the International Fire Code, entitled “~~Fire-Resistance-Rated Construction~~ Fire and Smoke Prevention Features,” are hereby adopted and incorporated into the International Fire Code:

A. Subsection 703.4 is amended to read as follows:

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

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

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

A. Subsection 901.6.2 is amended to read as follows:

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

B. Subsection 901.11 is added to read as follows:

901.11. Emergency contacts. It shall be the responsibility of the owner of a any monitored fire protection system to provide and maintain a minimum of three emergency contacts that are capable of responding to the system location with their monitoring company.

CB. The following term is added to subsection 902.1:

Problematic Fire Protection System.

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

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

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

Exception: Miscellaneous Group U Occupancies.

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

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

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

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

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

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

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

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

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

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

GH. Subsection 907.1.3 is amended to read as follows:

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

I. A new subsection 907.6.3 is amended to read as follows:

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exception: Special initiating devices that do not support individual device identification.

J. A new subsection 907.8.5.1 is amended to read as follows:

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

HK. A new subsection ~~907.40~~11 is added to read as follows:

~~907.40~~11. Latched alarms. All signals shall be automatically "latched" at the alarm panel until their operated devices are returned to normal condition, and the alarm panel is manually reset.

IL. A new subsection ~~907.24~~12 is added to read as follows:

~~907.24~~12 Resetting. All fire alarm panels shall be reset only by an approved person.

~~907.24~~12.1. Reset Code. The reset code for the fire alarm panel or keypad shall be 3-7-1-2-3-4. The reset code shall not be changed without approval of the fire code official.

JM. A new subsection ~~907.22~~13 is added to read as follows:

~~907.22~~13 Fire Alarm Control Panel. All fire alarm control panels shall be located in the riser room designed and installed in accordance with Section 903.7 or an approved location.

~~KN.~~ Subsection 909.20.2 is amended to read as follows:

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

~~LO.~~ Subsection 912.45 is amended to read as follows:

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

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

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

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

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

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

B. A new subsection 1103.7.8 as follows:

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

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

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

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

- | | |
|----------------------------------|---|
| 13-1316 | Installation of Sprinkler Systems |
| 13D-1316 | Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes |
| 13R-1316
in Height | Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories |
| 20-1316 | Installation of Stationary Pumps for Fire Protection |
| 24-1316 | Installation of Private Fire Service Mains and Their Appurtenances |

72-4316	National Fire Alarm and Signaling Code
110-4316	Emergency and Standby Power Systems
111-4316	Stored Electrical Energy Emergency and Standby Power Systems
720-4215	Installation of Carbon Monoxide (CO) Detection and Warning Equipment

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

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

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

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

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

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

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

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

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

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

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

B105.1.3 Buildings 4,800 square feet and greater. The minimum fire-flow and flow duration requirements for shall not be less than that specified in Table B105.1(2).

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

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

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

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

Exception: A reduction in required fire-flow of 50 percent, as *approved*, is allowed when the building is provided with an *approved automatic sprinkler system*. The resulting fire-flow shall not be less than 1,500 gallons per minute for the prescribed duration as specified in Table B105.1(2).

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

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

C. Section B105 is amended by deleting the following:

Table B105.1(1) Required Fire-Flow for One- and Two-family Dwellings, Group R-3 and R-4 Buildings and Townhouses

Table B105.2 Required Fire-Flow for Other than One- and Two-family Dwellings, Group R-3 and R-4 Buildings and Townhouses

Chapter 13.160 MECHANICAL CODE

Section 4. Chapter 13.160 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

13.160.010 International Mechanical Code.

13.160.020 Copy on file.

13.160.010 International Mechanical Code.

The ~~2012~~2015 Edition of the International Mechanical Code, as published by the International Code Council, as amended by the Washington State Building Code Council and as published in Chapter 51-52 WAC, as now or hereafter amended, is adopted.

13.160.020 Copy on file.

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

Chapter 13.170 PLUMBING CODE

Section 5. Chapter 13.170 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

13.170.010 Uniform Plumbing Code.

13.170.020 Copy on file.

13.170.010 Uniform Plumbing Code.

The ~~2012~~2015 Edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council and as published in Chapter 51-56 WAC, as now or hereafter amended, is adopted.

Exception:

- a. The 2015 International Plumbing Code, as published by the International Code Council, may be used as an approved alternate to the Uniform Plumbing Code per SMC 13.100.040 as an alternate material, design and method of construction.
- b. When an approved alternate plumbing code is utilized, the entire plumbing installation shall be installed and governed under provisions of the alternate code and the permit documents shall clearly state which code will be used.

13.170.020 Copy on file.

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

Chapter 13.180 ELECTRICAL CODE

Section 6 . Chapter 13.180 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

- 13.180.010 Adoption of the National Electrical Code.
- 13.180.020 Electricians and electrical installations.
- 13.180.030 The Washington Cities Electrical Code.
- 13.180.040 Amusement rides.
- 13.180.050 Enforcement.

13.180.010 Adoption of the National Electrical Code.

A. The most current 2008 Edition of the National Electrical Code (NFPA 70 —2008) approved by the Washington State Building Code Council, including Annexes A, B, and C is hereby adopted by reference, as now or hereafter amended.

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

13.180.020 Electricians and electrical installations.

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

13.180.030 The Washington Cities Electrical Code.

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

13.180.040 Amusement rides.

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

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

13.180.050 Enforcement.

In addition to any and all rights of inspection, access and enforcement contained in the National Electrical Code, the Washington Cities Electrical Code, and the statutes and regulations adopted by this chapter, the City is authorized to enforce all provisions of this chapter pursuant to Chapter 1.15 SMC, as it presently exists and as it may subsequently be amended.

Chapter 13.210 PROPERTY MAINTENANCE CODE

Section 7. Chapter 13.210 of the SeaTac Municipal Code is hereby amended to read as follows:

Sections:

- 13.210.010 International Property Maintenance Code.
- 13.210.020 Copy on file.

13.210.010 International Property Maintenance Code.

The ~~2012~~ 2015 Edition of the International Property Maintenance Code ("IPMC"), as published by the International Code Council, is adopted to be the property maintenance code of the City of SeaTac, with the following ~~exceptions~~ amendments:

- A. IPMC Section 101.1 shall reflect that the name of the jurisdiction is the City of SeaTac;
- B. IPMC Section 102.3 is amended to delete all references to the International Plumbing Code. The last sentence in IPMC 102.3 is hereby deleted in its entirety.
- C. IPMC 103.5 is hereby repealed in its entirety.
- D. IPMC Section 111 is hereby repealed in its entirety.
- E. IPMC Section 112.4 is hereby repealed in its entirety.

F. IPMC Section 201.3 is amended to delete references to the International Plumbing Code and the International Zoning Code.

G. The first sentence of IPMC 302.4 is hereby repealed in its entirety; ~~Premises and exterior of property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches).~~

H. The first sentence of IPMC Section 304.14 is hereby amended to read as follows:

During the period from (date) to (date) At all times, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

I. The first sentence of IPMC Section 602.3 is hereby amended to read as follows:

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units, on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat at all times to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

J. The first sentence of IPMC 602.4 is hereby amended to read as follows:

Indoor occupiable work spaces shall be supplied with heat at all times to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

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

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

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

301.3.1 Appearance. All vacant ~~buildings~~ structures must appear to be occupied or shall be secured as specified herein. ~~or appear able to be occupied with little or no repairs.~~

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

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

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

301.3.2.2 Security fences. Temporary construction fencing shall not be used as a method to secure a building structure from entry for a period exceeding 30 days.

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

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

301.3.4 Fire Safety.

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

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

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

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

301.3.5 Plumbing fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system shall be installed in accordance with applicable codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable codes.

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

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

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

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

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

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

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

301.3.10.1 Alternate requirements. The requirements and time frames of this section may be modified under an approved ~~Plan of Action~~ Correction Agreement. Within 30 days of notification that a ~~building~~ structure or real property upon which the ~~building~~ structure is located, is in violation of this Section, an owner may submit a

written ~~Plan of Action~~ proposed Correction Agreement for the code official to review and approve if found acceptable. A ~~Plan of Action~~ Correction Agreement may allow:

- 1) Extended use of non-architectural panels
- 2) Extended use of temporary security fencing
- 3) Extended time before the demolition of a building structure is required
- 4) For substandard conditions to exist for a specific period of time, provided the building structure is secured in an approved manner. When considering a ~~Plan of Action~~ Correction Agreement, the building code official shall take into consideration the magnitude of the violation and the impact to the neighborhood.

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

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

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

13.210.020 Copy on file.

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

**Chapter 13.220
ENERGY CODE**

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

Sections:

13.220.010 International Energy Conservation Code.

13.220.020 Copy on file.

13.220.010 International Energy Conservation Code.

The International Energy Conservation Code, ~~2012~~2015 Edition, as amended by the Washington State Building Code Council and as published in Chapters 51-11C and 51-11R WAC, as now or hereafter amended, is adopted.

13.220.020 Copy on file.

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

Chapter 13.240 SOUND TRANSMISSION CODE

Section 9. Chapter 13.240 of the Sea Tac Municipal Code is hereby amended to read as follows:

Sections:

- 13.240.010 Sound Transmission Code.
- 13.240.020 Purpose.
- 13.240.030 Scope.
- 13.240.040 Application.
- 13.240.050 Definitions.
- 13.240.060 Design requirements.
- 13.240.070 Recognized standards.
- 13.240.080 Air leakage for all buildings.
- 13.240.090 SeaTac noise program areas.
- 13.240.100 Building requirements for a noise level reduction of twenty-five (25) dB.
- 13.240.110 Building requirements for a noise level reduction of thirty (30) dB.
- 13.240.120 Building requirements for a noise level reduction of thirty-five (35) dB.

13.240.010 Sound Transmission Code.

The following Sound Transmission Code is hereby adopted as the Sound Transmission Code for the City.

13.240.020 Purpose.

The purpose of this chapter is to safeguard life, health, property and public welfare by establishing minimum requirements regulating the design, construction, and/or setting on-site of buildings for human occupancy in the vicinity of Seattle-Tacoma International Airport as identified on the attached Noise Level Reduction Map (see Figure 13.240.090a). These sections are not intended to abridge any safety or health requirements required under any other applicable codes or ordinances.

13.240.030 Scope.

The provisions of this chapter shall apply to all buildings or structures constructed or placed in use for human occupancy on sites within the vicinity of Seattle-Tacoma International Airport which have been included within the Port of Seattle Noise Remedy Program. This chapter is intended to supplement the provisions of the Washington State Building Codes as adopted and amended by the City of SeaTac. In the case of conflict between this chapter and any other applicable codes, the more restrictive requirements shall apply.

13.240.040 Application.

This chapter is applicable to all uses considered incompatible with airport operations. These uses include, but are not necessarily restricted to, the following:

A. New Structures. New structures shall be constructed to this code.

1. Dwellings, single and multifamily,
2. Hotels/motels,
3. Offices,
4. Schools,
5. Churches and other places of worship,
6. Theaters,
7. Hospitals and medical service providers,
8. Mercantile and food services, Sound Transmission Code requirement shall be considered on a case-by-case basis. The intent should be to fully meet all code requirements.

B. Existing Structures.

1. Additions, alterations, or repairs may be made to existing buildings or structures without making the entire building or structure comply with all the requirements of this chapter for new construction; provided, that the addition, alteration, or repair conforms to the requirements for a new building or structure. Additions shall be made to comply with the requirements of a new structure.
2. Any change of use in the occupancy or use of a building previously unapproved for human occupancy to human occupancy use or of one (1) previously unused for sleeping purposes to sleeping use shall not be permitted unless the building, structure or portion of the building complies with this chapter.
3. The plans and specifications shall show in sufficient detail all pertinent data and features of the building and the equipment and systems, as herein governed, including, but not limited to: exterior envelope component materials; STC ratings of applicable component assemblies; R-values of applicable insulation materials; size and type of apparatus and equipment; equipment and system controls and other pertinent data to indicate conformance with the requirements herein.

13.240.050 Definitions.

- A. "Noise reduction coefficient (NRC)" is the arithmetic average of the sound absorption coefficients of a material at two hundred fifty (250), five hundred (500), one thousand (1,000), and two thousand (2,000) Hz.
- B. "Sound transmission class (STC)" is a single number rating for describing sound transmission loss of a wall, roof, floor, window, door, partition or other individual building components or assemblies.
- C. "Noise reduction level" is the decibels of sound decrease required.

13.240.060 Design requirements.

The criteria of these sections establish the minimum requirements for acoustic design of the exterior envelope of buildings and for HVAC systems and their parts. These requirements shall apply to all buildings for human occupancy within the SeaTac Noise Program Areas. The interior noise level standard for the living areas of qualifying structures is a Day-Night Average Sound Level of 45 decibels or less.

13.240.070 Recognized standards.

The standards listed below are recognized standards:

- A. ASTM E90 and E413, Laboratory Determination of Airborne Sound Transmission Class (STC).
- B. ASTM E497, Standard Practice for Installing Sound-Isolating Lightweight Partitions.
- C. ASTM C919, Standard Practice for the Use of Sealants in Acoustical Applications.

D. ASTM E336, Airborne Sound Insulation Field Test.

1. When an Airborne Sound Insulation Field Test is required, airborne sound insulation shall be determined according to the applicable Field Airborne Sound Transmission Loss Test procedures. All sound transmitted from the source to the receiving room shall be considered to be transmitted through the test partition.

2. Field testing, when required, shall be done under the supervision of a professional acoustician who shall be experienced in the field of acoustical testing and engineering and who shall forward certified test results to the Building Official that the minimum sound insulation requirements stated above have been met.

E. Sound Transmission Control Systems. The generic systems as listed in the Fire Resistance Design Manual, the most recent editions, as published by the Gypsum Association, may be accepted where a laboratory test indicates that the requirements of SMC 13.24.090 are met by the system.

13.240.080 Air leakage for all buildings.

A. The requirements of this section shall apply to the design of the exterior envelope of all buildings in the SeaTac Noise Program Area designed for human occupancy. The requirements of this section are not applicable to the separation of interior spaces from each other.

B. The exterior building envelope shall be sealed in accordance with the SeaTac Energy Code air leakage requirements for residential or nonresidential structures, as applicable. Other penetrations through the wall, floor, or roof/ceiling penetrations not specifically addressed in these sections shall be designed to limit sound transmission and shall have the same average laboratory sound transmission classification as required for doors.

C. An "Airborne Sound Insulation Field Test" in accordance with ASTM E336 may be required to support the installed design.

Sealants shall meet one (1) of the following specifications:

1. Federal Specification A-A-1556 (formerly TT-S-00227 and TT-S-00230).
2. Former Federal Specification TT-S-001543.
3. ASTM C-920.

13.240.090 SeaTac noise program areas.

Noise determination construction requirements detailed in this Sound Transmission Building Code shall be applied to new construction and additions of all structures, except for not normally inhabited portions of warehouses, storage buildings and similar structures as determined by the Building Official, within the designated program areas of the Port of Seattle's Noise Remedy Program. (See Figure 13.240.090a.) The applicable program areas are the Neighborhood Reinforcement Area and the Standard Insulation Area. Specific construction requirements for these two (2) areas are:

A. Neighborhood Reinforcement Area.

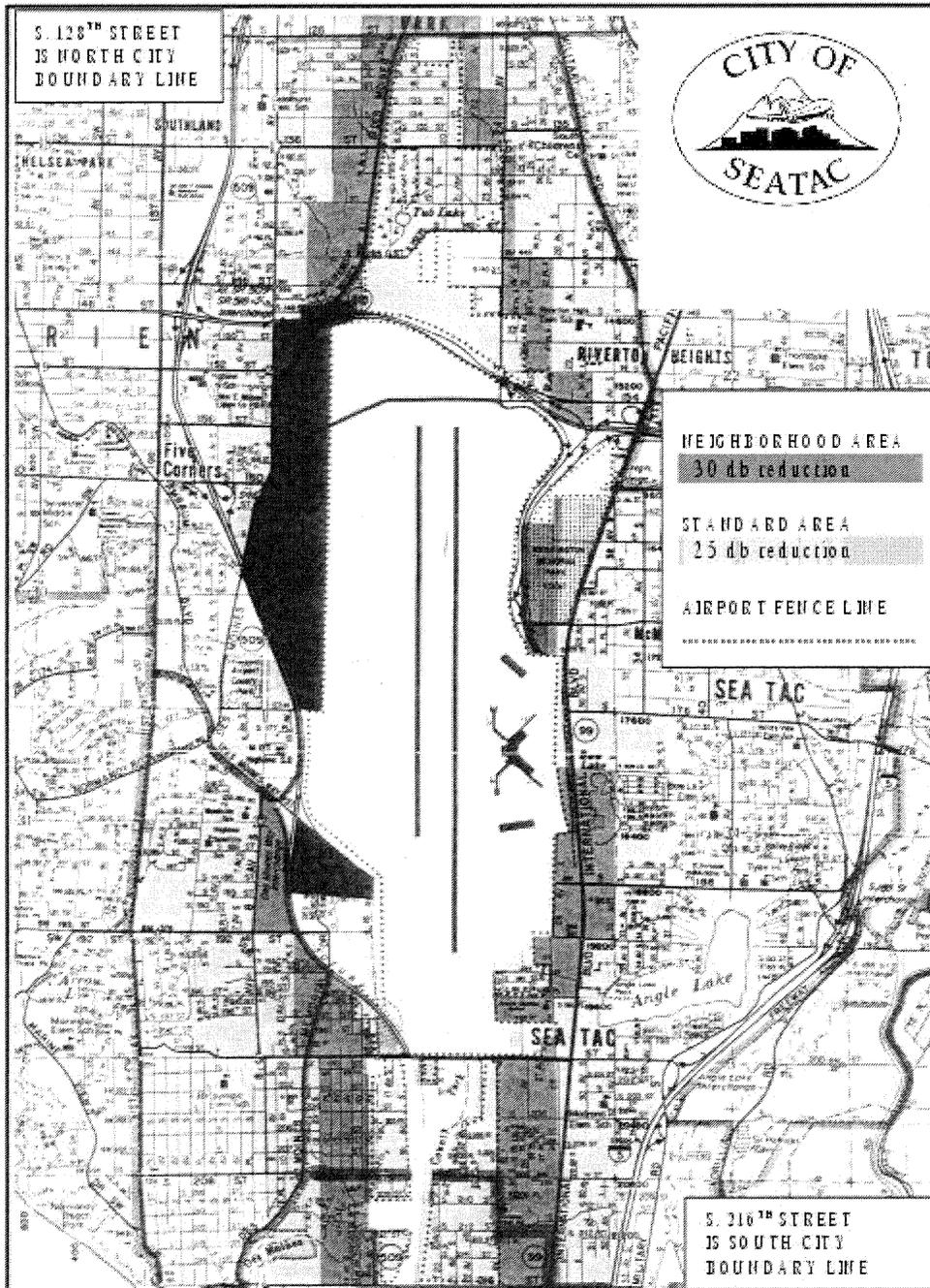
1. Bedrooms must comply with SMC 13.240.120 which is designed to achieve a noise reduction level of thirty-five (35) dB.
2. All other living and working areas must comply with SMC 13.240.110 which is designed to achieve a noise reduction level of 30 dB.

B. Standard Insulation Area.

1. Bedrooms must comply with SMC 13.240.110 which is designed to achieve a noise reduction of thirty (30) dB.
2. All other living and working areas must comply with SMC 13.240.100 which is designed to achieve a noise reduction level of twenty-five (25) dB.

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Figure 13.240.090a. NOISE LEVEL REDUCTION MAP



13.240.100 Building requirements for a noise level reduction of twenty-five (25) dB.

A. Compliance. Compliance with this section shall be deemed to meet requirements for a minimum noise level reduction (NLR) of twenty-five (25) decibels.

B. Walls.

1. Exterior walls shall have a laboratory sound transmission class rating of at least STC-30.
(See Figure 13.240.100a.)

Exception: Insulated walls that are constructed in accordance with the SeaTac Energy Code, or walls built in accordance with the following shall be considered to meet the STC-30 requirements:

a. Masonry and concrete walls having a weight of at least twenty-five (25) pounds per square foot. These walls are not required to be furred out on the interior of the wall if at least one (1) surface of the concrete block wall is plastered.

b. Stud walls at least four (4) inches in nominal depth shall be considered to meet the above requirements if built as defined below and to ASTM E497, Standard Practice for Installing Sound-Isolating Lightweight Partitions.

i. The interior surface of the exterior walls shall be covered with gypsum board or plaster at least one-half (1/2) inch thick.

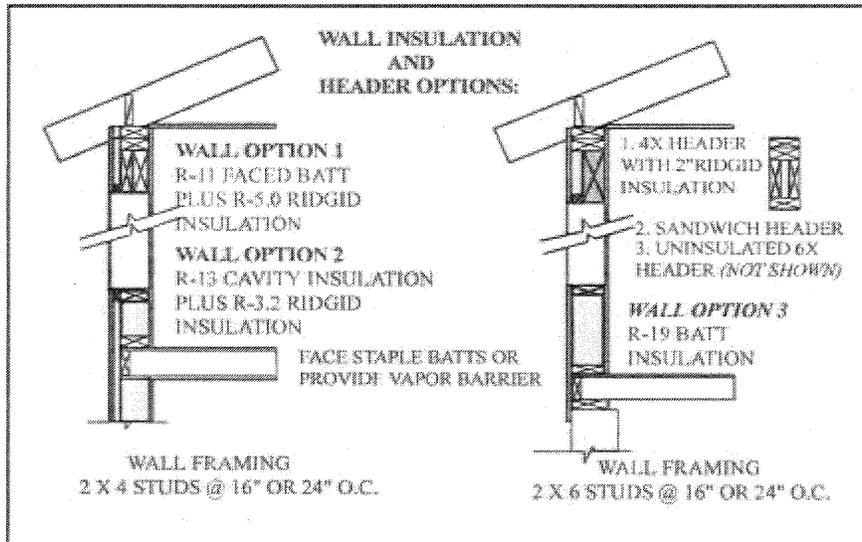
ii. Insulation material shall be installed continuously throughout the cavity space, installed as specified in the SeaTac Energy Code.

iii. The outside of the wall shall be covered with a continuous layer of composition board, plywood, gypsum board, or a combination of these materials that is not less than one-half (1/2) inch thick.

iv. Outside sheathing panels shall be covered with a layer of building paper, or equivalent, installed in accordance with the City of SeaTac Building and Residential Codes.

v. Siding shall be installed over the building paper.

Figure 13.240.100a. WALL AND HEADER OPTIONS



C. Windows.

1. Exterior windows shall have a laboratory sound transmission class rating of at least STC-28.

Exception: Windows meeting the SeaTac Energy Code shall be considered to meet the STC-28 requirement, or single pane windows that have glass at least three-sixteenths (3/16) inch thick.

All exterior windows shall be installed in accordance with the following requirements:

- a. The glass shall be sealed into the frame in an airtight manner with a nonhardening sealant or a soft elastomer gasket or gasket tape.
- b. They shall be weather-stripped to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length, in accordance with ASTM E-283-65-T.
- c. The perimeter of the window frames shall be sealed to the exterior wall construction in accordance with SeaTac Energy Code. The sealant used shall meet one (1) of the specifications listed in SMC 13.240.080.

D. Exterior Doors.

1. Doors other than as described in this section shall have a laboratory sound transmission class rating of at least STC-26.

Exception: Doors meeting the following criteria shall be considered as meeting the STC-26 rating:

- a. Exterior side-hinged doors that are solid-core wood, or insulated hollow metal, and that are not less than one and three-quarters (1 3/4) inch thick.
- b. Glass installed in the door that has a total area of more than two (2) square feet shall be sealed in an airtight manner with a nonhardening sealant or in a soft elastomer gasket or glazing tape.
- c. Exterior sliding glass doors shall be weather-stripped with an efficient airtight gasket system so as to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length.

2. All doors shall be installed to meet the following requirements:

- a. They shall be weather-stripped to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length, in accordance with ASTM E-283-65-T.
- b. The perimeter of the door frames shall be sealed to the exterior wall construction in accordance with SeaTac Energy Code. The sealant used shall meet one (1) of the specifications listed in SMC 13.240.080.

E. Roof/Ceiling.

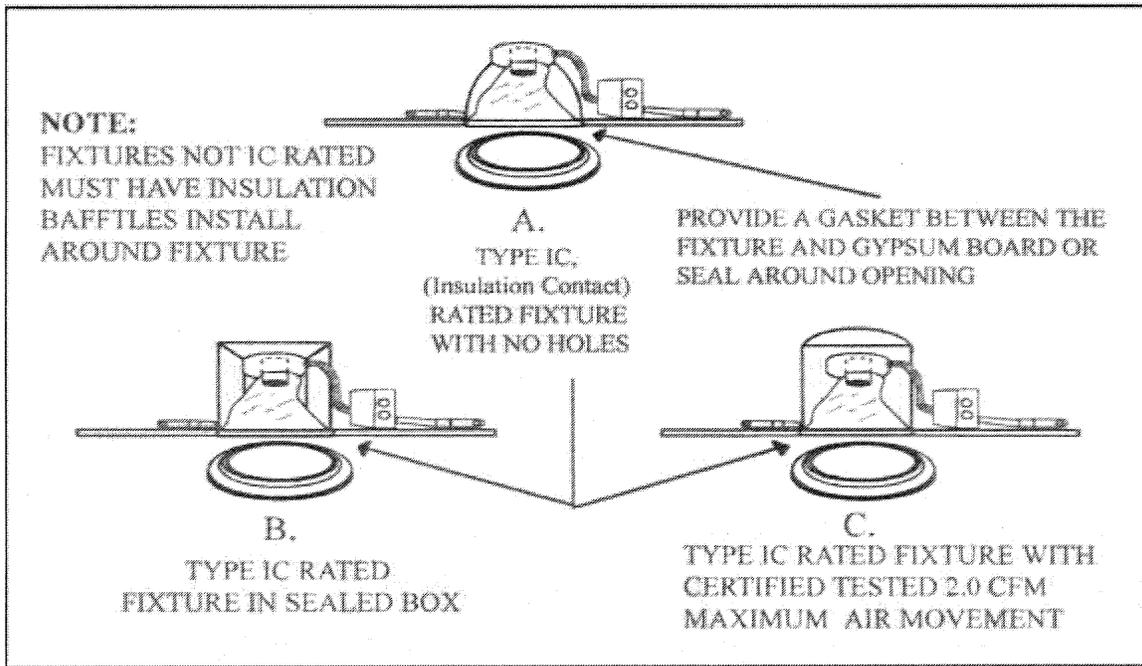
1. Roof-ceiling assemblies shall have a laboratory sound transmission class rating of at least STC-39.

Exception: Roof-ceiling assemblies that are constructed in accordance with the SeaTac Energy Code, or roof-ceiling assemblies that are built in accordance with the following criteria, shall be considered to meet the STC-39 requirement:

- a. The roof deck shall be sheathed with not less than one-half (1/2) inch composition board, plywood or gypsum board sheathing, topped by roofing.
- b. Ceiling insulation shall be not less than R-38, and not less than the minimum requirements of the SeaTac Energy Code. The insulation shall be installed with not less than six (6) inches average air space between the insulation and the roof deck.

- c. Gypsum board or plaster ceilings shall be not less than one-half (1/2) inch thick.
- d. The ceiling shall be substantially airtight with a minimum of penetrations. Lighting fixtures penetrating the ceiling assembly shall be in accordance with the requirements in the SeaTac Energy Code. (See Figure 13.240.100b.) Other penetrations shall be treated in a similar manner to the requirements in the SeaTac Energy Code.

Figure 13.240.100b. LIGHT FIXTURES



2. Skylights shall meet the requirements as listed in subsection (C) of this section.

F. Floors. There are not special requirements for limitation of sound transmission through floors in this section. See SMC 13.240.090 for requirements under bedrooms.

G. Ventilation.

1. Interior Building Ventilation. A mechanical ventilation system shall be installed that will provide the minimum air circulation and fresh air supply requirements for the various uses in the occupied rooms without the need to open any windows, doors, or other openings to the exterior. The inlet and discharge openings shall be fitted with sheet metal ducts of at least twenty-six (26) gauge steel, which

shall be insulated with R-11 sound-absorbing insulation, and shall be at least five (5) feet long with one (1) ninety (90) degree bend.

When homes with forced air heating systems use an "integrated ventilation system" designed in accordance with 302 and/or 303 of the Washington State Ventilation and Indoor Air Quality Code, they shall be considered to meet the above code requirements with the following additions. (See Figures 13.240.100c and 13.240.100d.)

- a. The inlet duct shall be sized to allow for it to be insulated with R-11 thick sound-absorbing insulation.
- b. This duct shall be not less than five (5) feet long with at least one (1) ninety (90) degree bend.

Figure 13.240.100c. VENTILATION TIE-IN

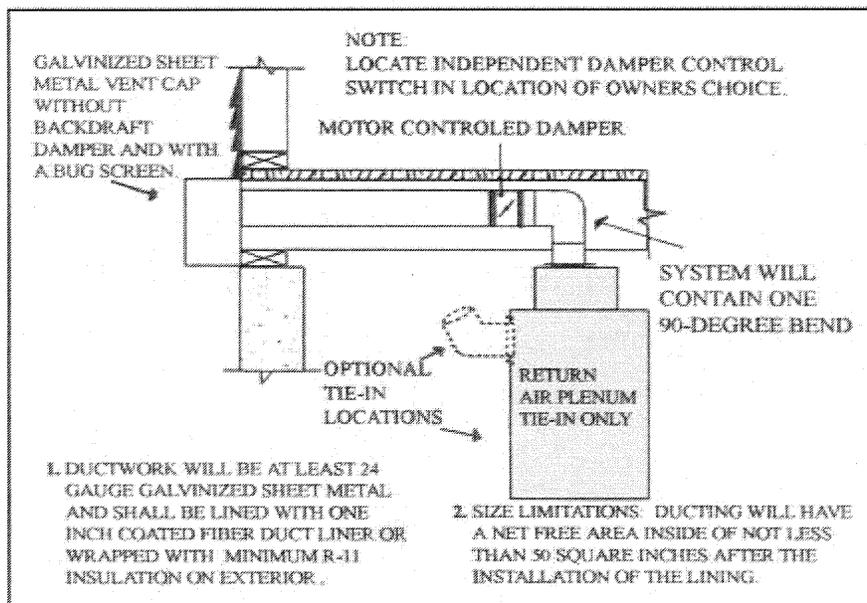
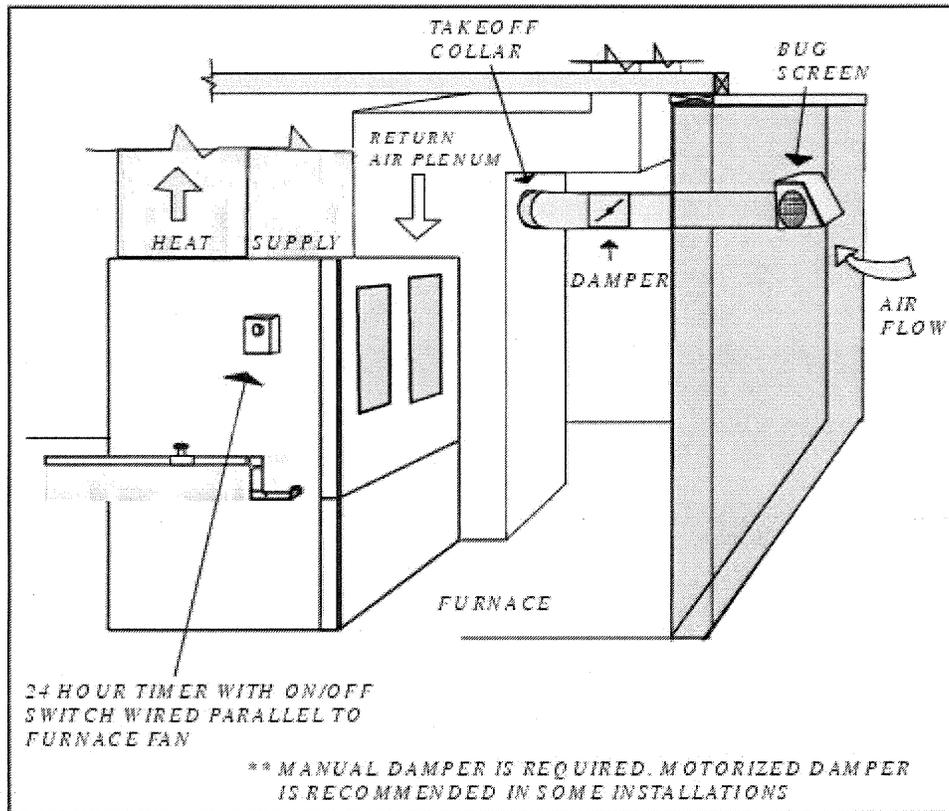


Figure 13.240.100d. VENTILATION DAMPER



2. Gravity vent openings in attics and crawlspaces shall be as close to code minimum in number and size as is practical.

3. All ducts serving bathrooms, laundries, kitchens and similar rooms shall meet a twenty-five (25) dB noise reduction level. The following criteria will be considered as meeting a twenty-five (25) dB noise reduction level:

a. They shall contain at least a five (5) foot length of external sound-absorbing duct insulation, when allowed by the SeaTac Mechanical Code. When allowed, duct may be glass fiber duct insulation of at least R-11 thickness for its entire length. (See Figures 13.240.100e and 13.240.100f.)

b. Each duct shall be provided with a bend in the duct such that there is no direct line-of-sight through the duct from the vent exterior opening to the room opening.

4. Fireplaces shall be provided with well-fitted dampers.

Figures 13.240.100e. BATH OR KITCHEN FAN

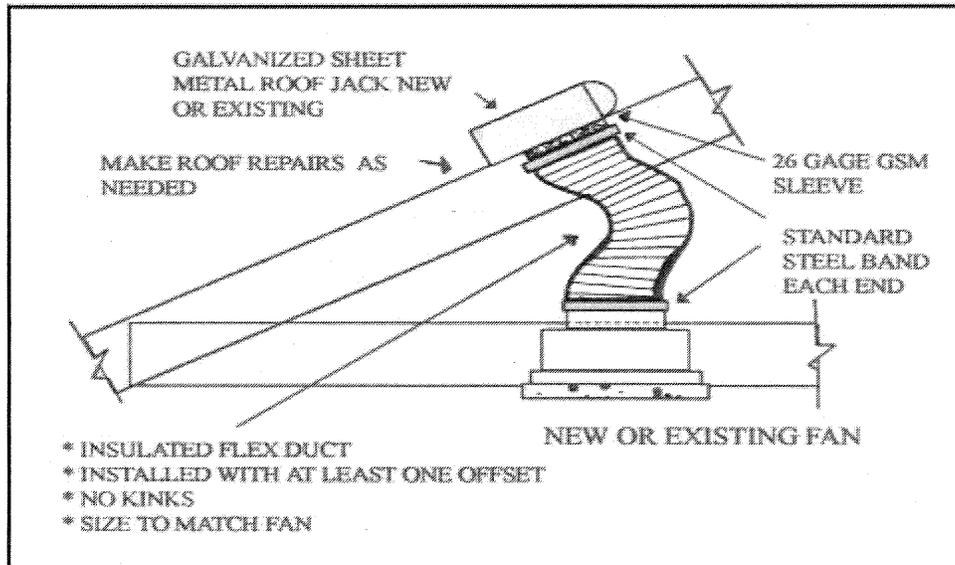
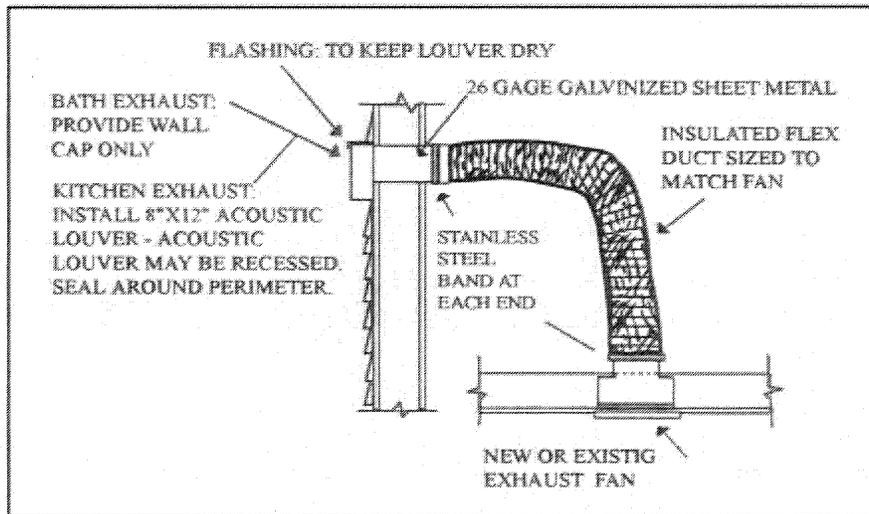


Figure 13.240.100f. BATH OR KITCHEN FAN



13.240.110 Building requirements for a noise level reduction of thirty (30) dB.

A. Compliance. Compliance with this section shall be deemed to meet requirements for a minimum noise level reduction (NLR) of thirty (30) decibels.

B. Exterior Walls.

1. Exterior walls shall have a laboratory sound transmission class rating of at least STC-35.

Exception: Insulated walls that are constructed in accordance with the SeaTac Energy Code and that have interior and exterior sheathing of not less than five-eighths (5/8) inch thick, or walls built in accordance with the following, shall be considered to meet the STC-35 requirements:

a. Masonry and concrete walls having a weight of at least forty (40) pounds per square foot. These walls are not required to be furred out on the interior of the wall if at least one (1) surface of the concrete block wall is plastered.

b. Stud walls at least four (4) inches in nominal depth shall be considered to meet the above requirements if built as defined below and to ASTM E497, Standard Practice for Installing Sound-Isolating Lightweight Partitions.

i. The interior surface of the exterior walls shall be covered with gypsum board or plaster at least one-half (1/2) inch thick. If the exterior of the wall is stucco or brick veneer, the interior gypsum board or plaster may be fastened rigidly to the studs. If the exterior is of any other siding, the interior gypsum board or plaster shall be fastened resiliently to the studs.

ii. Insulation material at least R-11 shall be installed continuously throughout the cavity space, installed as specified in the Washington State Energy Code. (See Figure 13.240.100a.)

iii. The outside of the wall shall be covered with a continuous layer of composition board, plywood, gypsum board, or a combination of these materials that is not less than three-quarters (3/4) inch thick.

iv. Outside sheathing panels shall be covered with a layer of building paper, or equivalent, installed accordance with the SeaTac Building and Residential Codes.

v. Siding shall be installed over the building paper.

C. Exterior Windows.

1. Windows other than as described in this section shall have a laboratory sound transmission class rating of at least STC-33.

Exception: Windows meeting the criteria listed below shall be considered to meet the STC-33 requirement:

a. A window that is double-glazed with the glass at least one-eighth (1/8) inch thick with not less than a one-half (1/2) inch air space between the glass panels.

2. All windows shall be installed to meet the following requirements:

a. The glass shall be sealed into the frame in an airtight manner with a nonhardening sealant or a soft elastomer gasket, or gasket tape.

b. They shall be weather-stripped to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length, in accordance with ASTM E-283-65-T.

c. The perimeter of the window frames shall be sealed to the exterior wall construction in accordance with the SeaTac Energy Code. The sealant used shall meet one (1) of the specifications listed in SMC 13.240.080.

D. Exterior Doors.

1. Doors other than as described in this section shall have a laboratory sound transmission class rating of at least STC-33.

Exception: Doors meeting the following criteria shall be considered as meeting the STC-33 rating:

a. Double door construction, where a minimum space between the double doors shall be not less than three (3) inches, is required.

b. At side-hinged doors, at least one (1) of the doors shall be a solid-core wood, or insulated hollow metal, that is not less than one and three-quarters (1 3/4) inch thick at its thinnest point. The second door may be a storm door. Both doors shall meet all requirements of this section.

c. Glass installed in a solid-core wood door, that has a total area of more than two (2) square feet, shall be not less than three-sixteenths (3/16) inch thick.

d. All glass and glazing shall be sealed in an airtight manner with a nonhardening sealant or in a soft elastomer gasket or glazing tape.

e. Exterior sliding glass doors shall be weather-stripped with an efficient airtight gasket system.

f. The double sliding glass doors shall be double-glazed with a separation between glass panels of not less than one-half (1/2) inch. The glass used in the double-glazed glass panels shall be of unequal thickness.

2. All doors shall be installed to meet the following requirements:

a. They shall be weather-stripped to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length, in accordance with ASTM E-283-65-T.

b. The perimeter of the doorframes shall be sealed to the exterior wall construction in accordance with the SeaTac Energy Code. The sealant used shall meet one (1) of the specifications listed in SMC 13.240.080.

E. Roof/Ceiling.

1. Combined roof and ceiling construction other than described in this section shall have a laboratory sound transmission class rating of at least STC-44.

Exception: Roof-ceiling assemblies that are constructed in accordance with the SeaTac Energy Code, and the following criteria, shall be considered to meet the STC-44 requirement:

a. The roof deck shall be sheathed with not less than three-quarters (3/4) inch composition board, plywood or gypsum board sheathing, topped by roofing.

b. Ceiling insulation shall be not less than R-19, and not less than the minimum requirement of the SeaTac Energy Code. The insulation shall be installed with not less than six (6) inches average air space between the insulation and the roof deck.

c. Gypsum board or plaster ceilings shall be not less than five-eighths (5/8) inch thick.

d. The ceiling shall be substantially airtight with a minimum of penetrations. Lighting fixtures penetrating the ceiling assembly shall be in accordance with the requirements in the SeaTac Energy Code. (See Figure 13.240.100b.) Other types of penetrations shall be treated in a similar manner to the requirements in the SeaTac Energy Code.

F. Floors.

1. The floor of the lowest occupied rooms shall be slab on fill, below grade, over a fully enclosed basement, or over a crawlspace. All window and door openings in a fully enclosed basement shall be tightly fitted and sealed in accordance with this section. All ventilation openings into the crawlspace shall be constructed in accordance with the provisions elsewhere in this section.

2. Floors over fully enclosed garages and over carports shall have laboratory sound transmission class rating of at least STC-35.

Exception: Fully enclosed garages, where the roof/ceiling, walls, windows, and doors are completed in accordance with the provisions of SMC 13.240.100. The overhead garage door will not be required to meet the provisions in section (D) of this section for doors, if it is an insulated garage door.

Floors over fully enclosed garages and over carports, when constructed as defined below, will be considered to meet minimum requirements.

a. The floor over the garage shall be insulated to not less than an R-19, but not less than that specified in the SeaTac Energy Code.

b. The floor/ceiling assembly shall be sealed in accordance with the SeaTac Energy Code.

G. Ventilation.

1. Interior Building Ventilation. A mechanical ventilation system shall be installed that will provide the minimum air circulation and fresh air supply requirements for the various uses in the occupied rooms without the need to open any windows, doors, or other openings to the exterior. The inlet and discharge openings shall be fitted with sheet metal ducts of at least twenty-six (26) gauge steel, which shall be insulated with R-11 sound-absorbing insulation, and shall be at least five (5) feet long with one (1) ninety (90) degree bend.

When homes with forced air heating systems use an "integrated ventilation system" designed in accordance with Section 302 and/or 303 of the SeaTac Ventilation and Indoor Air Quality Code, they shall be considered to meet the above code requirements with the following additions. (See Figures 13.240.100c and 13.240.100d.)

a. The inlet duct shall be sized to allow for it to be insulated with R-11 sound-absorbing insulation.

b. This duct shall be not less than five (5) feet long with at least one (1) ninety (90) degree bend.

2. Gravity vent openings in attics and crawlspaces shall be as close to code minimum in number and size as practical. The openings shall be fitted with transfer ducts at least three (3) feet in length insulated with R-11 sound-absorbing duct insulation. Each duct shall have a ninety (90) degree bend in the duct such that there is no direct line-of-sight from the exterior through the duct into the attic or crawlspace. The interior cross-sectional area shall not be reduced to less than the opening size that the duct is attached to. (See Figures 13.240.110a, 13.240.110b, 13.240.110c, and 13.240.110d.)

3. All ducts serving bathrooms, laundries, kitchens and similar rooms shall meet a thirty (30) dB noise reduction level. The following criteria will be considered as meeting a thirty (30) dB noise reduction level. (See Figures 13.240.100e and 13.240.100f.)

a. They shall contain at least a ten (10) foot length of external sound-absorbing duct insulation, when allowed by the SeaTac Mechanical Code. When allowed, duct insulation may be glass fiber duct insulation of at least R-11 inch thickness for its entire length.

b. Each duct shall be provided with a ninety (90) degree bend in the duct such that there is no direct line-of-sight through the duct from the vent exterior opening to the room opening.

c. Domestic range exhaust ducts connecting the interior space to the outdoors shall contain a self-closing baffle plate across the exterior termination which allows proper ventilation. The duct shall be provided with a ninety (90) degree bend.

4. Fireplaces shall be provided with well-fitted dampers.

Figure 13.240.110a. FOUNDATION VENT

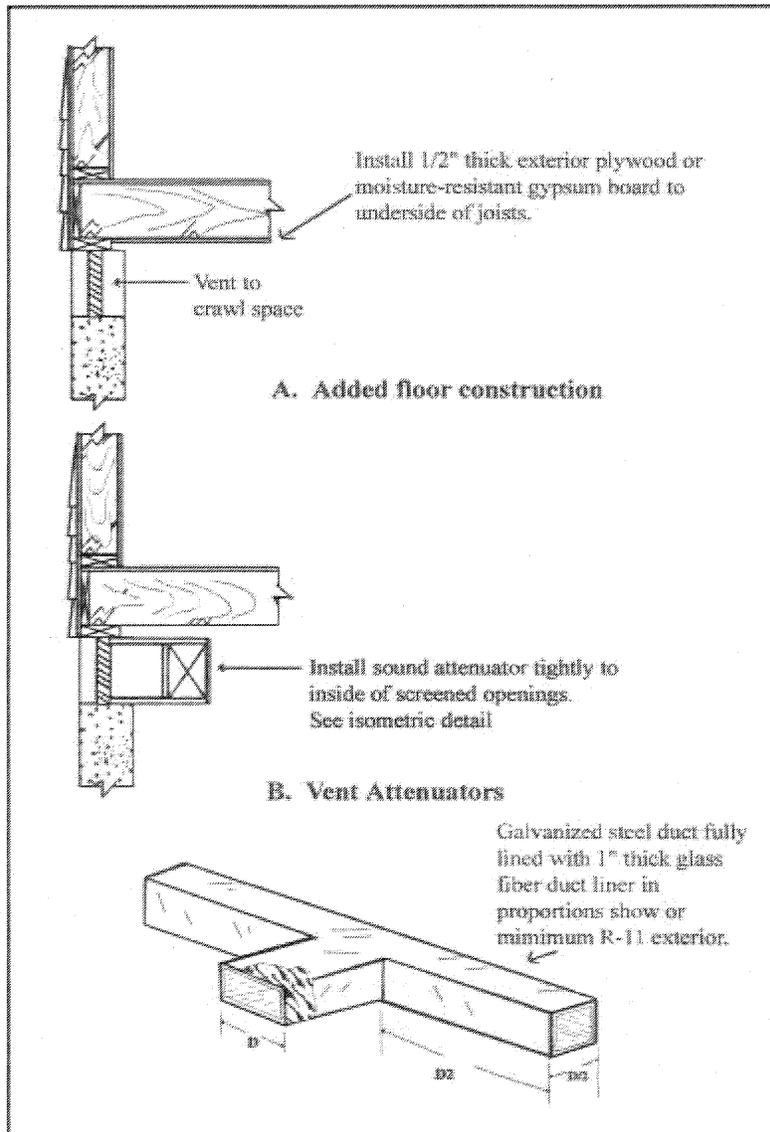


Figure 13.240.110b. RIDGE VENT

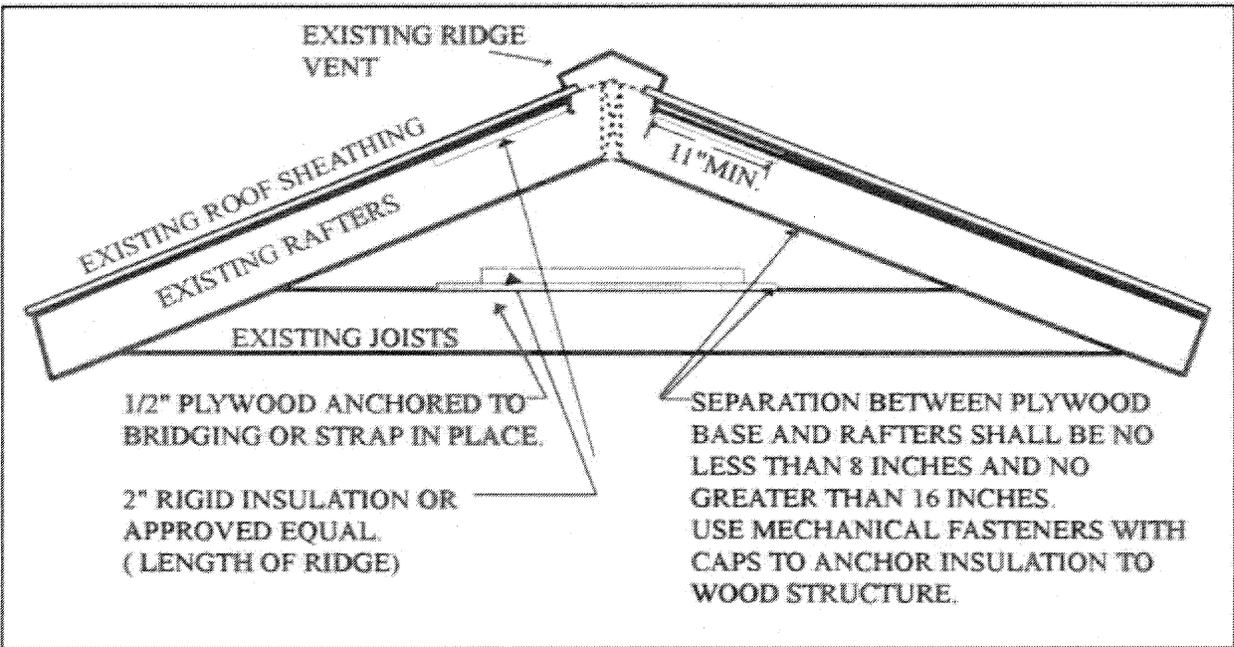


Figure 13.240.110c. GABLE END VENT

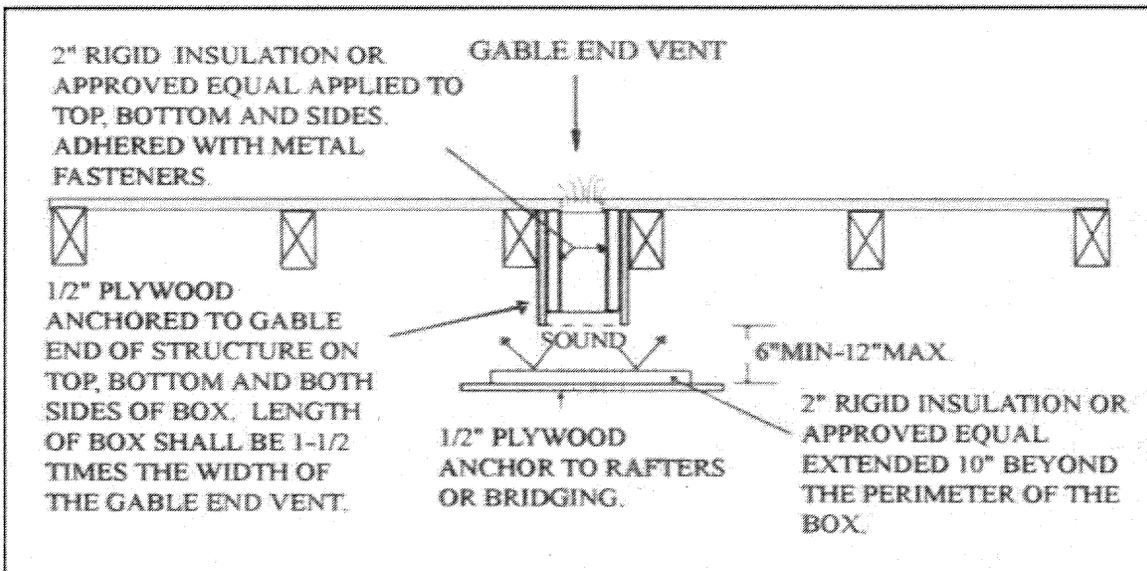
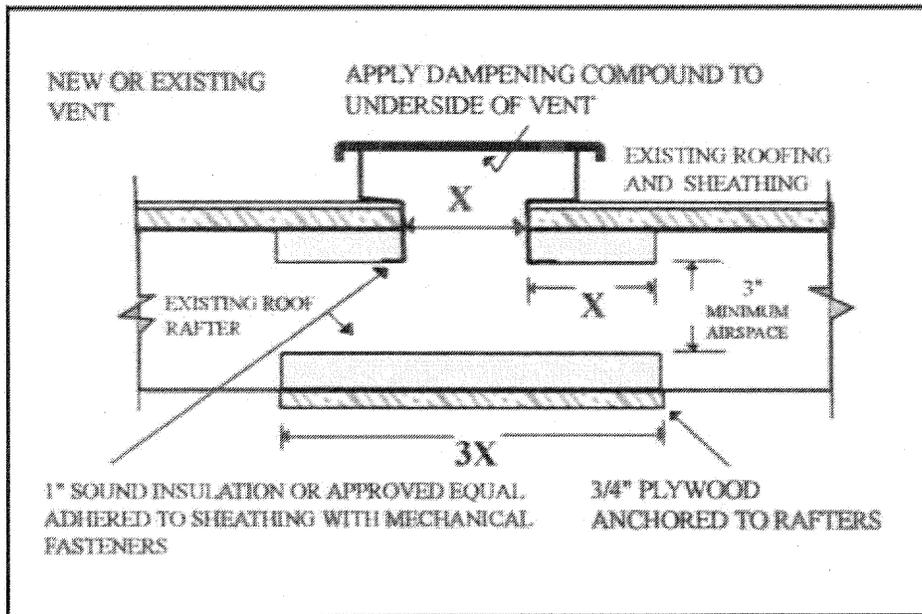


Figure 13.240.110d. ROOF VENT



13.240.120 Building requirements for a noise level reduction of thirty-five (35) dB.

A. Compliance. Compliance with this section shall be deemed to meet requirements for a minimum noise level reduction (NLR) of thirty-five (35) decibels.

B. Exterior Walls.

1. Exterior walls shall have a laboratory sound transmission class rating of at least STC-40.

Exception: The following wall descriptions shall be considered to meet an STC-40 requirement.

a. Masonry and concrete walls having a weight of at least seventy-five (75) pounds per square foot. These walls are not required to be furred out on the interior of the wall if at least one (1) surface of the concrete block wall is plastered.

b. Stud walls at least four (4) inches in nominal depth shall be considered to meet the above requirements if built as defined below and to ASTM E497, Standard Practice for Installing Sound-Isolating Lightweight Partitions.

i. The interior surface of the exterior walls shall be covered with gypsum board or plaster at least five-eighths (5/8) inch thick. If the exterior of the wall is stucco or brick veneer, the

interior gypsum board or plaster may be fastened rigidly to the studs. If the exterior is of any other siding, the interior gypsum board or plaster shall be fastened resiliently to the studs.

ii. Insulation of at least R-19, or an R-19 equivalent, shall be installed continuously within, or upon, the building envelope. The installation shall be as specified in the SeaTac Energy Code. (See Figure 13.240.100a.)

iii. The outside of the wall shall be covered with a continuous layer of composition board, plywood, gypsum board, or a combination of these materials that is not less than one (1) inch thick.

iv. Outside sheathing panels shall be covered with a layer of building paper, or equivalent, installed in accordance with the SeaTac building codes.

v. Siding shall be installed over the building paper.

C. Exterior Windows.

1. Windows shall have a laboratory sound transmission class rating of at least STC-36.

Exception: Windows meeting the criteria listed below shall be considered to meet the STC-36 requirement.

a. A window that is double-glazed with the glass at least three-sixteenths (3/16) inch thick with not less than a one-half (1/2) inch air space between the glass panels.

b. The glass panels shall be of unequal thickness.

2. All windows shall be installed to meet the following requirements:

a. The glass shall be sealed into the frame in an airtight manner with a nonhardening sealant or a soft elastomer gasket or gasket tape.

b. They shall be weather-stripped to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length, in accordance with ASTM E-283-65-T.

c. The perimeter of the window frames shall be sealed to the exterior wall construction in accordance with the SeaTac Energy Code. The sealant used shall meet one (1) of the specifications listed in SMC 13.240.080.

D. Exterior Doors.

1. Doors other than as described in this section shall have a laboratory sound transmission class rating of at least STC-33.

Exception: Doors meeting the following criteria shall be considered as meeting the STC-33 rating:

- a. Double door construction, with a three (3) foot vestibule or enclosed porch between the doors, is required.
- b. The doors shall be side-hinged solid-core wood, or insulated hollow metal doors, that are not less than one and three-quarters (1 3/4) inches thick at its thinnest point. Both doors shall meet all other requirements of this section.
- c. Glass installed in the door that has a total area of more than two (2) square feet shall be not less than three-sixteenths (3/16) inches thick.
- d. Exterior sliding glass doors shall be weather-stripped with an efficient airtight gasket system.
- e. The double sliding glass doors shall be double-glazed with a separation between glass panels of not less than one-half (1/2) inch. The glass used in the double-glazed glass panels shall be of unequal thickness.

2. All doors shall meet the following requirements:

- a. All glass and glazing shall be sealed in an airtight manner with a nonhardening sealant or in a soft elastomer gasket or glazing tape.
- b. They shall be weather-stripped to conform to an air infiltration test not to exceed one-half (1/2) cubic foot per minute per foot of crack length, in accordance with ASTM E-283-65-T.
- c. The perimeter of the doorframes shall be sealed to the exterior wall construction in accordance with the SeaTac Energy Code. The sealant used shall meet one (1) of the specifications listed in SMC 13.240.080.

E. Roofs/Ceilings.

1. Combined roof and ceiling construction shall have a laboratory sound transmission class rating of at least STC-49.

Exception: Roof-ceiling assemblies that are constructed in accordance with the SeaTac Energy Code shall be considered to meet the STC-49 requirement if they meet the following additional criteria:

a. The roof deck shall be sheathed with not less than one (1) inch composition board, plywood or gypsum board sheathing, topped by roofing.

b. Ceiling insulation shall be not less than R-30, and not less than the minimum requirement of the SeaTac Energy Code. The insulation shall be installed with not less than six (6) inches average air space between the insulation and the roof deck.

c. Gypsum board or plaster ceilings shall be not less than five-eighths (5/8) inch thick mounted to the structural members on resilient clips or channels.

d. The ceiling shall be substantially airtight with a minimum of penetrations. Lighting fixtures penetrating the ceiling assembly shall be in accordance with the requirements in the SeaTac Energy Code. (See Figure 13.240.100b.) Other penetrations shall be treated in a similar manner to the requirements in the Washington State Energy Code.

2. Open beam roof construction using clay or concrete tiles shall be considered as meeting an STC-49 requirement when one (1) inch plywood decking is used and the insulation levels meet the SeaTac Energy Code requirements.

F. Floors.

1. The floor of the lowest occupied rooms shall be slab on grade or below grade. Crawlspace are prohibited.

2. Floors over fully enclosed garages and over carports shall have laboratory sound transmission class rating of at least STC-40.

Exception: Fully enclosed garages, where walls, windows, and doors are completed in accordance with the provisions of SMC 13.240.110. The overhead garage door will not be required to meet the provisions in subsection (D) of this section for doors, if it is an insulated garage door.

3. Fully enclosed garages, when constructed as defined below, will be considered to meet minimum requirements.

- a. The floor over the garage shall be insulated to not less than an R-19, but not less than that specified in the SeaTac Energy Code.
- b. The floor/ceiling assembly shall be sealed in accordance with the SeaTac Energy Code.
- c. Two (2) layers of five-eighths (5/8) inch, one and one-quarter (1 1/4) inch minimum thickness gypsum wallboard shall be installed on the garage side of the floor-ceiling assembly.
- d. All window and door openings in the garage shall be tightly fitted and sealed in accordance with this section.

4. Carports, when constructed as defined below, will be considered to meet minimum requirements:

- a. Carports where the ceiling is insulated to not less than an R-19, but not less than that specified in the SeaTac Energy Code.
- b. The floor/ceiling assembly shall be sealed in accordance with the SeaTac Energy Code.
- c. Two (2) layers of five-eighths (5/8) inch, one and one-quarter (1 1/4) inch minimum thickness gypsum wallboard shall be installed on the carport side of the floor-ceiling assembly.

G. Ventilation.

1. Interior Building Ventilation. A mechanical ventilation system shall be installed that will provide the minimum air circulation and fresh air supply requirements for the various uses in the occupied rooms without the need to open any windows, doors, or other openings to the exterior. The inlet and discharge openings shall be fitted with sheet metal ducts of at least twenty-six (26) gauge steel, which shall be insulated with R-11 sound-absorbing insulation, and shall be at least ten (10) feet long with one (1) ninety (90) degree bend.

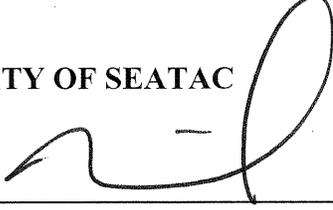
When homes with forced air heating systems use an "integrated ventilation system" designed in accordance with Section 302 and/or 303 of the SeaTac Ventilation and Indoor Air Quality Code, they shall be considered to meet the above code requirements with the following additions:

- a. The inlet duct shall be sized to allow for it to be insulated with R-11 sound-absorbing insulation.
 - b. This duct shall be not less than ten (10) feet long with at least one (1) ninety (90) degree bend. (See Figures 13.240.100c and 13.240.100d.)
2. Gravity vent openings in attics shall be as close to code minimum in number and size as practical. The openings shall be fitted with ducts at least six (6) feet in length insulated with R-11 sound-absorbing insulation. Each duct shall have a ninety (90) degree bend in the duct such that there is no direct line-of-sight from the exterior through the duct into the attic. The interior cross-sectional area shall not be reduced to less than the opening size that the duct is attached to.
3. All ducts serving bathrooms, laundries, kitchens and similar rooms having a direct, unimpeded connection with a bedroom shall meet a thirty-five (35) dB noise reduction level. The following criteria will be considered as meeting a thirty-five (35) dB noise reduction level. (See Figures 13.240.100e and 13.240.100f.)
4. They shall contain at least a ten (10) foot length of external R-11 sound-absorbing duct insulation, when allowed by the SeaTac Mechanical Code. When allowed, duct insulation may be glass fiber insulation of at least R-11 thickness for its entire length.
- a. Each duct shall be provided with a ninety (90) degree bend in the duct such that there is no direct line-of-sight through the duct from the vent exterior opening to the room opening
 - b. Domestic range exhaust ducts connecting the interior space to the outdoors shall contain a self-closing baffle plate across the exterior termination, which allows proper ventilation. The duct shall be provided with a ninety (90) degree bend.

Section 10. This Ordinance shall be in full force and effect July 1, 2016.

ADOPTED this 14th day of June, 2016, and signed in authentication thereof on this 14th day of June, 2016.

CITY OF SEATAC



Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 7/1/16]

ORDINANCE NO. 16-1009

An ORDINANCE adopting a new Chapter 15.310 of the SeaTac Municipal Code, amending Chapter 15.105 and Sections 15.205.010, 15.400.100, 15.400.200, 15.430.100, 15.445.010, 15.445.120, 15.445.210, 15.505.110, 15.510.510, 15.510.800, 15.510.810, 15.510.820, 15.515.010, 15.515.100, 15.510.200, 15.520.300 of the SeaTac Municipal Code, and repealing SeaTac Municipal Code Chapter 15.41 regarding development regulations applicable to properties located within the Angle Lake Station Area.

WHEREAS, Sound Transit is currently extending light rail service to South 200th St. at 28th Ave. South, where a light rail station is being constructed; and

WHEREAS, light rail service to the new Angle Lake Station with an associated parking garage, plaza and retail space, is anticipated to open in fall 2016; and

WHEREAS, transit oriented development in the Angle Lake Station Area would create significant economic opportunities which would benefit the City and its residents, help provide for creation of a mix of possible transportation improvements, housing, retail facilities, and public and private service facilities; and

WHEREAS, the city adopted the Angle Lake District Station Area Plan in July, 2015 to provide policy direction to optimize the community and economic opportunities presented by the construction of the Angle Lake Station; and

WHEREAS, the city adopted interim development regulations for the Angle Lake Station Area in January, 2014 and were extended two additional times and will expire on June 30, 2016; and

WHEREAS, one of the six goals established by the City Council is to “actively engage the community to gather input on city governance and issues of concern;” and

WHEREAS, one of the six goals established by the City Council is to provide

opportunities to “steward the City’s financial resources and promote economic sustainability and future growth; and

WHEREAS, review and consideration of development regulations for the Angle Lake Station Area is included in the adopted 2015-2016 Work Program for the Planning Commission; and

WHEREAS, the City Council finds that transit oriented development in the Angle Lake Station Area will be in the public interest; and

WHEREAS, current zoning in the area of this light rail station allows a variety of public, residential, commercial and industrial uses; and

WHEREAS, some existing uses allowed within those zones may be incompatible with transit oriented development; and

WHEREAS, the current interim development standards for the Angle Lake Station Area expire on June 30, 2016; and

WHEREAS, on April 21, 2016, City staff transmitted a copy of the proposed standards to the Washington State Department of Commerce for review and comment, and received correspondence stating that “the City of SeaTac has met the Growth Management Act notice to state agency requirements in RCW 36.70A.106”; and

WHEREAS, the City’s SEPA Responsible Official issued an addendum to the Determination of Nonsignificance regarding the proposed standards on May 17, 2016; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 31, 2016, as required by RCW 35A.73.220 and RCW 36.70A.390 to adopt the proposed standards; and

WHEREAS, the Planning Commission on May 31, 2016, has recommended the

proposed standards be adopted by the Council;

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

WASHINGTON DO ORDAIN as follows:

Section 1. SeaTac Municipal Code Chapter 15.310 Angle Lake Station Area Overlay District is hereby adopted as set forth in Exhibit A.

Section 2. SeaTac Municipal Code Chapter 15.41 Angle Lake Station Area Overlay Standards is repealed.

Section 3. The SeaTac Official Zoning Map is amended to show the boundaries of the Angle Lake Station Area Overlay District and District Center, as set forth in Exhibit A.

Section 4. SeaTac Municipal Code Section 15.445.210 Landscaping Standards Chart is hereby amended as set forth in Exhibit B.

Section 5. SeaTac Municipal Code Section 15.455.120 Parking Chart For Required Off-Street Spaces is hereby amended as set forth in Exhibit C.

Section 6. SeaTac Municipal Code Section 15.510.810 is hereby amended as set forth to read as follows:

15.510.810 Applicability

Intent: Ensure that multi-family developments within the City Center, S. 154th Street and Angle Lake Station Area overlay districts are subject to the same quality, compatibility and security principles and standards outlined in this chapter unless the specific purposes of the City Center ,S. 154th Street Station Area , or Angle Lake Station Area overlay districts create a need for a modified standard. The following requirements shall be in addition to the multi-family standards contained in this chapter.

- A. The following requirements shall be in addition to the multi-family standards contained in this chapter.
- B. **Residential Mixed Use Parking.** Parking for residences on a mixed use site shall be clearly delineated and separate from parking for commercial uses.
- C. **City Center Overlay District.**
 - 1. The following City Center Overlay District Standards shall apply to all multi-family projects in the designated City Center:

Circulation:

SMC 15.300.100 Circulation

SMC 15.300.110 Vehicular Circulation Requirements

SMC 15.300.120 Pedestrian Circulation Requirements

Site Planning:

SMC 15.300.200 Site Planning and Building Orientation

SMC 15.300.210 Building Placement/Setbacks

SMC 15.300.230 Relation to Adjacent Development

SMC 15.300.250 The Layout and Width of Streetfront Pedestrian Zone

Open Space:

SMC 15.300.325 Incorporating Bow Lake as a Focal Point

Parking:

SMC 15.300.400 Parking Standards

SMC 15.300.410 Off-Street Parking Requirements and Reductions

SMC 15.300.420 Off-Street Loading Requirements

SMC 15.300.430 Bicycle Parking

SMC 15.300.440 General Parking Design and Construction Standards
through 15.300.450 Surface Parking

Landscaping:

SMC 15.300.500(B) Surface Parking Landscaping and Treatment of Perimeter

2. The following City Center Overlay District Standards shall apply only to ground floor commercial in mixed use residential projects in the designated City Center:

Site Planning:

SMC 15.300.220 Development Abutting Two (2) or More Street Frontages

Open Space:

SMC 15.300.300 Open Space and Amenities

SMC 15.300.310 Minimum Open Space Area Required

SMC 15.300.320 Front Yard Open Space

Building Design:

SMC 15.300.610(A) Ground Floor Transparency Requirements

SMC 15.300.610(B) Pedestrian Weather Protection Along Building Facades

SMC 15.300.620 Pedestrian Building Entries

SMC 15.300.630(B) Treatment of Blank Walls

SMC 15.300.710 Mixed Use Development Standards

SMC 15.300.720 Definition of Mixed Use

SMC 15.300.730 Ground Floor Uses in Mixed Use Projects

D. S. 154th Street Station Area Overlay District.

1. The following S. 154th Street Station Area Overlay District Standards shall apply to all multi-family projects in the designated S. 154th Street Station Area:

Circulation:

SMC 15.305.100 Circulation

SMC 15.305.110 Circulation Requirements

SMC 15.305.120 Internal Access Roads

SMC 15.305.130 Pedestrian Requirements

Site Planning:

SMC 15.305.200 Site Planning and Building Orientation

SMC 15.305.210 Building Placement/Setbacks

SMC 15.305.230 Relation to Adjacent Development

SMC 15.305.250 The Layout and Width of Streetfront Pedestrian Zone

Parking:

SMC 15.305.400 Parking Standards

SMC 15.305.410 Off-Street Parking Requirements and Reductions

SMC 15.305.450 Off-Street Loading Requirements

Landscaping:

SMC 15.305.500 Landscaping Standards

2. The following S. 154th Street Station Area Overlay District Standards shall apply only to ground floor commercial in mixed use residential projects in the designated S. 154th Street Station Area:

Site Planning:

SMC 15.305.220 Development Abutting Two (2) or More Street Frontages

Open Space:

SMC 15.305.300 Open Space and Amenities

SMC 15.305.310 Minimum Open Space Required

SMC 15.305.320 Front Yard Open Space

SMC 15.305.330 Alternative Methods for Meeting Usable Open Space Required

SMC 15.305.340 Open Space Design Standards

SMC 15.305.350 Open Space Maintenance

Building Design:

SMC 15.305.600 Building Design

SMC 15.305.610 Street Level Design

SMC 15.305.620 Pedestrian Building Entries

SMC 15.305.630(C) Treatment of Blank Walls

Mixed Use:

SMC 15.305.710 Mixed Use Development Standards

SMC 15.305.720 Definition of Mixed Use

SMC 15.305.730 Ground Floor Uses in Mixed Use Projects

E. Angle Lake Station Area Overlay District.

1. The following Angle Lake Station Area Overlay District Standards shall apply to all multi-family projects in the designated Angle Lake Station Area:

Circulation:

SMC 15.310.100 Circulation

SMC 15.310.110 Vehicular Circulation Requirements

SMC 15.310.120 Pedestrian Circulation Requirements

Site Planning:

SMC 15.310.200 Site Planning and Building Orientation

- SMC 15.310.210 Building Placement/Setbacks
- SMC 15.310.220 Development Abutting Two (2) or More Street Frontages
- SMC 15.310.250 Layout and Width of Streetfront Pedestrian Zone
- SMC 15.310.260 Driveway Design
- SMC 15.310.280 Exterior Lighting

Parking Standards:

- SMC 15.310.400 Parking Standards
- SMC 15.310.410 Off-Street Parking Requirements and Reductions
- SMC.15.310.430 Bicycle Standards
- SMC 15.310.440 General Parking Design and Construction Standards
- SMC 15.310.450 Surface Parking
- SMC 15.310.460 Structured Parking

2. The following Angle Lake Station Area Overlay District Standards shall apply only to ground floor commercial in mixed use residential projects in the designated Angle Lake Station Area:

Open Space:

- SMC 15.310.300 Open Space and Amenities
- SMC 15.310.310 Minimum Open Space Area Required
- SMC 15.310.320 Location and Design of Open Space

Building Design:

- SMC 15.310.610 Street Level Design
- SMC 15.310.620 Pedestrian Building Entries
- SMC 15.310.630 Building Facades

Mixed Use:

- SMC 15.310.710 Mixed Use Development Standards
- SMC 15.310.720 Definition of Mixed Use

Section 7. SeaTac Municipal Code Chapter 15.510.820 is hereby amended as set forth to read as follows:

15.510.820 Open Space in the City Center, S. 154th Street and Angle Lake Station Area Overlay Districts

Intent: Provide standards for recreation and open space for multi-family properties located within the City Center, S. 154th Street and Angle Lake Station Area overlay districts that allows achievement of urban densities while still providing an attractive streetscape and comfortable open space amenities for residents, including play space for children.

- A. **Minimum Common Open Space.** For developments located within the designated City Center, S. 154th Street and Angle Lake Station Area overlay districts, a minimum of sixty (60) square feet per unit of common outdoor space shall be required. Such open space shall be allocated according to the requirements of

- SMC 15.510.510(B) Multi-Purpose Outdoor Recreation and Open Space
- SMC 15.510.520 Play Space for Children
- SMC 15.510.530 Location and Layout of Recreation and Open Space

SMC 15.510.540 Courtyards and Plazas
SMC 15.510.550 Maintenance
SMC 15.510.560 Cash Contribution in Lieu of On-Site Recreation

- B. . For residential mixed use development in the City Center, S. 154th Street and Angle Lake Station Area overlay districts, the following commercial open space requirement in shall be applied to that proportion of the site that is commercial, based on building square footage.

Within City Center Overlay District:

SMC 15.300.310 Minimum Open Space Area Required

Within S. 154th St. Station Area Overlay District:

SMC 15.305.300 Open Space and Amenities

SMC 15.305.310 Minimum Open Space Area Required

SMC 15.305.320 Front Yard Open Space

SMC 15.305.330 Alternative Methods for Meeting Usable

SMC 15.305.340 Open Space Design Standards

SMC 15.305.350 Open Space Maintenance

Within Angle Lake Station Area Overlay District:

SMC 15.310.300 Open Space and Amenities

SMC 15.310.310 Minimum Open Space Area Required

SMC 15.310.320 Location and Design of Open Space

1. **Waiving Commercial Open Space Requirements.** Commercial open space requirements may be waived for ground floor retail, or service uses specified in SMC 15.300.730 and SMC 15.305.057, at the discretion of the Director, to encourage the inclusion of retail and service uses that will serve the multi-family development and immediate neighborhood. The commercial open space requirement shall not be waived for ground floor uses such as hotel/motel and other commercial uses that generate significant demand for open space.

Section 8. SeaTac Municipal Code Section 15.105 is hereby amended to add the following definitions set forth below:

15.105.010 “A” Definitions

Amusement Park

A facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

Assembly and Packaging Operations

A facility where pre-manufactured components are assembled to construct a product. Products may be packaged and moved off-site for wholesale or retail sale. This use includes but is not

limited to assembly and packaging of computer, electronics, office equipment, chemicals and allied products, fabricated metal products, and other products.

15.105.030 “C” Definitions

Construction Business

Establishments primarily engaged in the construction of buildings or engineering projects; the preparation of sites for new construction; the subdivision of land for sale as building sites; and activities to produce a specific component (e.g., masonry, painting, and electrical work) of a construction project. Construction businesses may include office areas, as well as storage yards for equipment and materials, for the construction trade.

Construction/Landscaping Yard

A yard or outdoor facility used as a place to store equipment and materials used by a construction or landscaping businesses. Construction/Landscaping Yards may include office areas, as well as outdoor storage for equipment and materials for the construction and landscaping trades.

15.105.040 “D” Definitions

Distribution Center/Warehouse

A building, often with refrigeration or air conditioning, which is stocked with products (goods) to be re-distributed to retailers, wholesalers or directly to consumers. May also be known as: a “DC”, a fulfillment center, a cross-dock facility, a bulk break center, and/or a package handling center. Does not include truck terminals.

Dry Cleaner

An establishment engaged in the cleaning of clothing or fabrics with chemical solvents that have little or no water.

15.105.050 “E” Definitions

Elementary – Middle School

Any school licensed by the state and that meets the state requirements for elementary and middle school education.

Equipment Rental, Large

Establishments primarily engaged in renting or leasing heavy equipment without operators that may be used for construction, mining, or forestry, such as bulldozers, earthmoving equipment, well-drilling machinery and equipment, or cranes.

Equipment Rental, Small

Establishments primarily engaged in the rental of equipment other than automotive or as defined by Equipment Rental, Large.

Equipment Repair, Large

Establishments primarily engaged in the repair and maintenance of commercial and industrial machinery and equipment. This may include the following or similar activities: sharpening and

installing commercial and industrial machinery blades and saws, providing welding repair services, repairing agricultural and other heavy and industrial machinery and equipment.

15.105.060 “F” Definitions

Financial Institution

Establishments such as banks and credit unions

Funeral Home/Crematory

A building used for the preparation of the deceased for burial; the use of heat or fire to reduce human or animal remains to ashes; the display of the deceased; and rituals connected therewith before burial or cremation.

15.105.070 “G” Definitions

Garage

A deck, building or parking structure, or part thereof, used or intended to be used for the parking and storage of vehicles.

15.105.080 “H” Definitions

High School

Any school licensed by the state and that meets the state requirements for secondary education.

15.105.120 “L” Definitions

Laboratories, Research, Development and Testing

A facility in which scientific research, investigation, testing, or experimentation occurs, but not including manufacture and sale of products.

Library

A publicly owned facility in which literary, musical, artistic, or reference materials (as books, manuscripts, recordings, or films) are kept for use, or loan, but not for sale.

Liquor Store

State licensed establishments primarily engaged in the retail sales of packaged alcoholic beverages, such as ale, beer, wine, and liquor.

15.105.130 “M” Definitions

Manufacturing and Fabrication, Light

The transformation of materials or substances into new products including construction and assembling of component parts, and the blending of materials such as lubricating oils, plastics, resins or liquors. Light manufacturing and fabrication is characterized by the use being contained within buildings, and materials or equipment used in production not being stored outside. Light manufacturing and fabrication activities do not generate external emissions such as smoke, odor, noise, vibrations or other nuisances outside the building. This definition includes but is not limited to manufacture and fabrication of electronic components, office products, furniture, glass products, and other manufacturing and fabrication uses as determined by the Director.

Manufacturing and Fabrication, Medium

The transformation of materials or substances into new products including construction and assembling of component parts, and the blending of materials such as lubricating oils, plastics, resins or liquors. Medium manufacturing and fabrication is characterized by need for only very limited areas of outdoor storage and may create minor external environmental impacts during the conduct of operations but most impacts are contained on-site. This definition includes but is not limited to manufacture and fabrication of alcoholic products, paints, printing ink, leather goods, and other manufacturing and fabrication uses as determined by the Director.

Mobile Home Park

Land under single ownership and control designed and used for the temporary or permanent placement of two or more manufactured or mobile homes for human occupancy.

Museum

A nonprofit, noncommercial establishment operated as a repository or a collection of natural, historic, scientific, or literary curiosities, or objects of interest or works of art. Restaurants and gift shops may be included as part of any museum.

15.105.160 “P” Definitions

Park

Land owned by and open to the public, used for providing public access in a manner consistent with the preservation of its recreational, educational, cultural, historical, or aesthetic qualities.

Professional/Business Office

A place of employment providing professional, administrative, business or governmental services other than production, distribution, sale or repair of goods or commodities.

15.105.180 “R” Definitions

Retail, Big Box

A retail or wholesale use in a building greater than fifty thousand (50,000) square feet of gross floor area that typically requires a high parking-to-building area ratio. Big-box retail buildings are typically single-story structures. Accessory outdoor display of some materials may occur.

Retail, General

Establishments within a permanent structure engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods This definition excludes retail, big box uses and pawn shops.

15.105.190 “S” Definitions

Shed

A single story structure with one or more sides enclosed, built for shelter or storage of materials.

Stable

land on which large domestic animals, such as horses, ponies, donkeys, cows, llamas, goats, pigs, or oxen, are kept for sale or hire to the public. Breeding, boarding, or training of large domestic animals may also be conducted.

Stadium/Arena

A large open or enclosed place used for games and major events and partly or completely surrounded by tiers of seats for spectators. This includes accessory eating and drinking establishments.

15.105.200 "T" Definitions

Theater/Entertainment Club

Any facility where live entertainment is provided or dancing occurs as a primary form of entertainment. Dining facilities may be provided as an ancillary use. This definition excludes movie theaters, sexually-oriented businesses; movie theaters, taverns and fast-food and other restaurants.

Theater, Movie

An indoor facility for showing movies, including accessory retail sales of food and beverages. This definitions excludes sexually-oriented businesses and theater/entertainment clubs.

Truck Terminal

A building or area in which semitrailers, including tractor and trailer units, and other trucks are parked or stored for seventy two (72) hours or less before being dispatched. This facility may include incidental servicing and washing facilities.

15.105.220 "V" Definitions

Vehicle Rental/Sales, Large

Rental, sales and incidental servicing of motor vehicles including, but not limited to, trucks, recreational vehicles, buses, boats, and heavy equipment, and similar size vehicles which have gross vehicle weights greater than sixteen thousand (16,000) pounds, but excluding airplanes or aircraft.

Vehicle Rental/Sales, Small

Sales, rental and incidental servicing of motor vehicles including, but not limited to, motorcycles, passenger cars, watercraft, light trucks, vans, and similar size vehicles which have gross vehicle weights less than sixteen thousand (16,000) pounds.

Veterinary Clinic

A place where domestic animals are given medical care and the boarding of animals is limited to short-term care incidental to the clinic use.

Vehicle Repair, Large

Vehicle repair includes fixing, incidental body or fender work, painting, upholstering, engine tune-up, major engine or transmission repair, adjusting lights or brakes, brake repair, other similar repair work and supplying and installing replacement parts of or for large vehicles.

Vehicle Repair, Small

Vehicle repair includes fixing, incidental body or fender work, painting, upholstering, engine tune-up, major engine or transmission repair, adjusting lights or brakes, brake repair, other similar repair work and supplying and installing replacement parts of or for small vehicles.

15.105.240 “W” Definitions

Winery/Brewery/Distillery

An establishment which includes the brewing of beer, ale or malt beverage, the process of making wine, or the process of making distilled spirits. Accessory tasting rooms, retail sales and eating facilities may also be included.

Winery/Brewery/Distillery, Micro

A small-scale that meets the licensing requirements for microbreweries, craft distilleries and wineries of the Washington State Liquor and Cannabis Board.

Section 9. SeaTac Municipal Code Section 15.205.010 is hereby amended as set forth to read as follows:

15.205.010 Establishment of Uses/Interpretation of Land Use Chart

A. The use of a property means the purpose or activity for which the building or lot is intended, designed, arranged, occupied or maintained. All applicable requirements of this code, or other applicable State or Federal requirements, shall govern a use located in the City of SeaTac, except within the areas delineated as overlay districts, in which case the land use charts contained within Chapters 15.300 SMC, City Center Overlay District, 15.305 SMC, South 154th Street Station Area Overlay District, and 15.310 SMC, Angle Lake Station Area Overlay District, shall apply.

Section 10. SeaTac Municipal Code Section 15.400.100 is hereby amended as make the following revisions to the existing residential use chart which is not shown in its entirety as follows:

15.400.100 Residential Standards Chart

		UH-UCR	T	ADDITIONAL REGULATIONS
Minimum Lot Area		7,2000 SF (3)	10-24 d.u./acre (4)	(1) Lots may be less than the required minimum lot size, subject to the criteria in SMC 15.110.050, Lot Area. (2) Minimum lot size 7,200 square feet. (3) Small lot single-family minimum lot size is 3,000 square feet. (4) 10-18 units/acre outside of overlay districts. Within the City Center, S. 154th Street Station Area, and Angle Lake Station Area overlay districts, 10-24 units/acre applies.
Minimum Front Yard Setback		0'	10'(2)	Setback dimensions may change subject to landscape requirements. See SMC 15.445.010(C) in the landscaping chapter for applicable standards. (1) For new single-family dwellings, minimum setback is 20 feet for the garage and 15 feet for all other portions of the structure. This does not apply to additions to existing single-family homes.

			(2) Within the City Center, S.154th St. Station Area, and Angle Lake Station Area overlay districts, may be zero lot line with approved design and not adjacent to a UL Comprehensive Plan Designation.
Maximum Front Yard Setback	10' (1)(2)(3)(4)	20' ()(5)	Setback dimensions may change subject to landscape requirements. See SMC 15.445.010(C) in the landscaping chapter for applicable standards. (1) See SMC 15.515.200 for additional standards and maximum setback waiver requirements for the UH-UCR zone outside of the City Center, S. 154th Street Station Area, and Angle Lake Station Area overlay districts. (2) Within the City Center Overlay District, maximum setback is 20 feet adjacent to International Blvd. Ten feet adjacent to all other streets. See SMC15.300.310 for additional standards. (3) Within the S. 154th St. Station Area Overlay District, maximum setback is 20 feet adjacent to International Blvd. Ten feet adjacent to all other streets. See SMC 15.305.310 for additional standards. (4) Within the Angle Lake Station Area Overlay District, see SMC 15.310.210 for additional standards. (5) Within City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts, maximum setback is 10 feet.

Section 11. SeaTac Municipal Code Section 15.400.200 is hereby amended as make the following revisions to the existing residential use chart which is not shown in its entirety as follows:

15.400.200 Commercial, Industrial, Park Standards Chart

	O/C/MU	O/CM	ABC	CB-C	I	P	ADDITIONAL REGULATIONS
Maximum Front Yard Setback	10'(1)	10'(1)(2)	N/A	10'(1) (2) (3) (4)	N/A	N/A	Setback dimensions may change subject to landscape requirements. See SMC 15.445.010(C) in the landscaping chapter for applicable standards. (1) Within the City Center Overlay District, maximum setback is 20 feet adjacent to International Blvd. Ten feet adjacent to all other streets. See SMC15.300.310 for

							<p>additional standards. (2) See SMC 15.515.200 for additional standards and maximum setback waiver requirements for the O/CM and CB-C zones outside of the City Center, S. 154th Street Station Area, and Angle Lake Station Area overlay districts. (3) Within the S. 154th St. Station Area Overlay District, maximum setback is 20 feet adjacent to International Blvd. Ten feet adjacent to all other streets. See SMC 15.305.310 for additional standards. (</p>
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Section 12. SeaTac Municipal Code Section 15.430.100 is hereby amended as set forth to read as follows:

15.430.100 Battery Charging Station or Rapid Charging – Retrofitting in Existing Development

- A. Required off-street parking spaces within any existing development listed within the land use charts listed below may be converted to battery charging station spaces or rapid charging station spaces for battery electric vehicles (BEVs) and plug-in hybrid electric vehicles (PHEVs); provided, that the battery charging and/or rapid charging stations are accessory to the permitted uses on the property.
 - 1. SMC 15.205.040, Use Chart, all nonresidential uses.
 - 2. SMC 15.300.055, City Center Overlay District Use Chart, retail/commercial uses only.
 - 3. SMC 15.305.055, S. 154th Street Station Area Overlay District Use Chart, retail/commercial uses only.
 - 4. SMC15.310.055, Angle Lake Station Area Overlay District Use Chart,
- B. At least 0.65 spaces shall be set aside as “electric vehicle waiting spaces” for each Level 3 publicly owned public electric vehicle charging station provided on site. Waiting spaces for Level 1 and 2 publicly owned public electric vehicle charging stations shall not be required.
- C. The use of any charging station on site shall not obstruct any vehicular or pedestrian traffic on site (such as waiting for a charging station space within a drive aisle or a designated pedestrian crossing) or within a public right-of-way (ROW).
- D. Battery or rapid charging station spaces shall be designated for charging electric vehicles only as provided under SMC15.430.140. Nonelectric vehicles or noncharging BEVs or

PHEVs shall not be allowed. The type of signage designating these spaces shall be approved by the Director.

Section 13. SeaTac Municipal Code Section 15.445.010 is hereby amended as set forth to read as follows:

15.445.010 Authority and Application

- A. The provisions of this chapter shall apply to:
 - 1. All new developments on vacant land requiring building permits; or
 - 2. When the gross floor area (gfa) of a building/complex expands beyond twenty percent (20%) of the total existing gfa, the current landscape standards shall be applicable and integrated into the redevelopment. Within the Neighborhood Business (NB) zone, the provisions of this chapter shall apply when the complex expands beyond forty percent (40%) of the total existing gfa; or
 - 3. Upon the change in use of any property to public/private parking; or
 - 4. Upon the conversion of any outdoor space of two hundred (200) square feet or greater to a business use or parking, the current landscape standards shall be integrated into that portion of the site to the greatest extent feasible.
- B. The following uses are exempt from the provisions of this chapter:
 - 1. Single-family dwellings;
 - 2. Residential accessory uses; and
 - 3. Subdivisions (except as provided under SMC 15.445.260) and short subdivisions in regard to perimeter and street landscape proportions only.
- C. **Landscaping Requirements and Increased Setbacks.** Where the width of a required landscape strip exceeds the normally required setback of a zone or specific use, the required setback shall be increased to accommodate the full width of the required landscaping.
 - 1. **Exceptions.**
 - a. **UH-UCR, CB-C and O/CM Zones.** The street frontage landscape strip requirement shall not apply to uses in the Urban High-Urban Center Residential (UH-UCR) zoning category, Community Business in the Urban Center zoning category (CB-C), or Office/Commercial Medium (O/CM) zoning category.
 - b. **City Center, and S. 154th Street and Angle Lake Station Area Overlay Districts.** Within the designated City Center, S. 154th Street Station Area, and Angle Lake Station Area Overlay Districts, front yard open space as per SMC 15.300.320, SMC 15.305.320, and SMC 15.310. 300 shall be required in lieu of street frontage landscaping.
 - 2. **Relocation of Required Street Frontage Landscaping.** If the normal required landscaping is reduced through this exception for all applicable zones except in the designated overlay districts, fifty percent (50%) of said landscaping shall be placed into plazas, rooftop gardens and other pedestrian amenities, and street trees shall be planted within the public right-of-way in locations and amounts to be determined by the Director.
- D. When an existing building precludes installation of the total width of required landscaping, the landscaping shall be installed to the extent possible and the remaining required landscaping shall be installed elsewhere on the site to provide the best possible screening.

E. **Other Standards Applicable.** Except as specified in this section of the Zoning Code, all other relevant standards and requirements in this code shall apply.

Section 14. SeaTac Municipal Code Section 15.505.110 is hereby amended as set forth to read as follows:

Townhouse and Duplex Development Design Standards:

15.505.110 Standards Chart

Density		
	Within City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts	10 – 24 units/acre
	Outside of City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts	10 – 18 units/acre
Maximum Building Height		35'
Building Setbacks		
	Minimum Front Yard within the City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts	0'
	Maximum Front Yard within the City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts	10'
	Minimum Front Yard outside the City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts	10'
	Maximum Front Yard outside the City Center, S. 154th St. Station Area, and Angle Lake Station Area Overlay Districts	20'
	Minimum Side Yard adjacent to property with a UL Comprehensive Plan designation	10'
	Minimum Side Yard not adjacent to property with a UL Comprehensive Plan designation	5' (0' with approved design)
	Minimum Rear Yard adjacent to property with a UL Comprehensive Plan designation	10'
	Minimum Rear Yard not adjacent to property with a UL Comprehensive Plan designation	5' (0' with approved design)
	Minimum Alley/Driveway Setback	5'
Maximum Building Lot Coverage – Development Site		55%
Minimum Area – Development Site		14,400 square feet
Maximum Building Group Length		8 units

Minimum Distance Between Building Groups		10'
Auto Court Width (measured building to building)		
	Minimum	30'
	Maximum	40'

Section 15. SeaTac Municipal Code Section 15.510.510 is hereby amended as set forth to read as follows:

15.510.510 Minimum Area Required

Intent: Provide opportunities for both active recreation and outdoor areas for passive enjoyment of natural areas. Recreation and open space areas should include amenities appropriate for the ages of people likely to live in the residences and be located with regard to climate conditions and safety.

A. Each multi-family building or complex of five (5) or more units shall provide a minimum area of recreation and open space, as follows:

1. **Outside of Overlay Districts.** For developments located outside the designated City Center, S. 154th Street Station Area, and Angle Lake Station Area Overlay Districts:

Unit Size	Minimum Required Open Space
2 bedroom or larger	200 square feet
1 bedroom	160 square feet
Studio	120 square feet

a. In all multi-family developments, at least fifty percent (50%) of the required recreation and open space must be usable outdoor multi-purpose space accessible by all residents as described in subsection (B) of this section.

b. Up to fifty percent (50%) of the required recreation and open space may be composed of indoor recreational space or outdoor single-purpose recreational facilities as described in subsection (C) of this section.

2. **Within Overlay Districts.** For developments located within the designated City Center, S. 154th Street Station Area, and Angle Lake Station Area:

A minimum of sixty (60) square feet per unit of outdoor space. One hundred percent (100%) of such space shall be allocated for outdoor multi-purpose open space accessible by all residents as described in subsection (B) of this section.

B. **Multi-Purpose Outdoor Recreation and Open Space.** This requirement shall be satisfied through compliance with one (1) or more of the following elements:

1. Courtyards, plazas or multi-purpose green spaces which serve to organize the placement of buildings, as described in SMC 15.510.540;
2. Upper level common decks, patios, terraces, or roof gardens;
3. The square footage length and width of publicly accessible pedestrian-only corridors dedicated to passive recreation and separate from the public street system, including access links in sensitive area buffers.

C. **Indoor Facilities and Outdoor Single-Purpose Facilities – Outside of Overlay Districts.** This recreation and open space allowance, for properties outside the City Center,

S. 154th Street Station Area, and Angle Lake Station Area, may be met through one (1) or more of the following:

1. Tennis/sports courts;
2. Swimming pools;
3. Designated exercise areas;
4. Game rooms;
5. Lounge areas with food preparation facilities; or
6. Other similar facilities

Section 16. SeaTac Municipal Code Section 15.510.800 is hereby amended as set forth to read as follows:

15.510.800 Multi-family Properties in the City Center, Angle Lake Station Area, and S. 154th Street Station Area Overlay Districts

Purpose: To define standards for multi-family properties in the City Center Overlay District, Angle Lake Station Area, and S. 154th Street Station Area Overlay District that allow for setback, density and open space standards appropriate to a more urban environment, while still providing for attractive open space amenities and neighborhood compatibility.

Section 17. SeaTac Municipal Code Section 15.515.010 is hereby amended as set forth to read as follows:

15.515.010 Authority and Application

- A. The following standards will apply to properties, except within the City Center, Angle Lake Station Area, and S. 154th Street Station Area overlay districts, zoned aviation business center (ABC), community business in the urban center (CB-C), office/commercial medium (O/CM), and urban high-urban center residential (UH-UCR). See Chapter 15.300 SMC for standards specific to the City Center Overlay District, Chapter 15.305 SMC for standards specific to the S. 154th Street Station Area Overlay District, and Chapter 15.310 SMC for standards specific to Angle Lake Station Area Overlay District.
- B. **Other Standards Applicable.** Except as specified in this chapter of the Zoning Code, all other relevant standards and requirements in this code shall apply.

Section 18. SeaTac Municipal Code Section 15.515.100 is hereby amended as set forth to read as follows:

15.515.100 Standards Common to ABC, CB-C, UH-UCR and O/CM Zones

The following standards apply to properties zoned aviation business center (ABC), community business in the urban center (CB-C), urban high-urban center residential (UH-UCR) and office/commercial medium (O/CM), that are located outside of the designated City Center, Angle Lake Station Area, and S. 154th Street Station Area overlay districts.

- A. **Maximum Lot Coverage.** Lot coverage standards as stated in the zone standards charts (SMC 15.400.100 and 15.400.200), subject to the following restrictions:

1. Land dedicated to the City without compensation for public rights-of-way and public transit may be included in calculating total land area for the purpose of determining maximum lot coverage.

Section 19. SeaTac Municipal Code Section 15.515.200 is hereby amended as set forth to read as follows:

15.515.200 Specific Standards to CB – C, UH – UCR, and O/CM Zones

The following standards apply to properties located outside of the designated City Center, Angle Lake Station Area, and S. 154th Street Station Area overlay districts that are zoned community business in the urban center (CB-C), urban high-urban center residential (UH-UCR), and office/commercial medium (O/CM), as specified in this section.

Section 20. SeaTac Municipal Code Section 15.520.300 is hereby amended as set forth to read as follows:

15.520.300 Mixed Use in Residential Projects

In order to create a street environment that facilitates pedestrian activity and convenience, ground floor space in residential mixed use projects shall be used for pedestrian-oriented retail, service, or commercial uses such as those specified below, except within the designated City Center, Angle Lake Station Area, and S. 154th St. Station Area overlay districts.

- A. **Retail.** Retail uses such as retail food shops, groceries, drug stores, florists, apparel and specialty shops, and other retail uses that are not specifically auto-oriented in scale or nature.
- B. **Services.** Personal, professional, financial, insurance and real estate services, such as beauty salons, dry cleaners, shoe repair shops, banks, health and social services, libraries, health clubs.
- C. **Commercial.** Hotels and general offices.

Section 21. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

Section 22. This Ordinance shall be in full force and effect five (5) days after passage and publication.

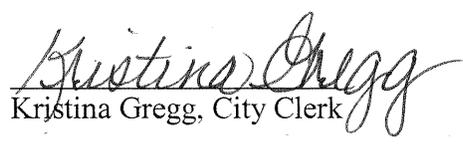
ADOPTED this 28th day of June, 2016 and signed in authentication thereof this 28th day of June, 2016.

CITY OF SEATAC

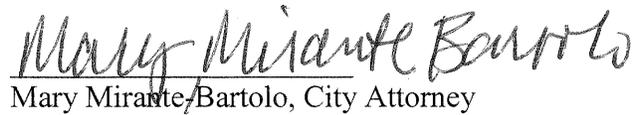


Michael J. Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Effective Date: 7/9/2016]

[Angle Lake Station Area Overlay District]

Exhibit A

SMC Chapter 15.310

Angle Lake Station Area Overlay Standards

Chapter 15.310

Angle Lake Station Area Overlay District

Sections:

15.310.005 Purpose

15.310.010 Authority and Applications

15.310.050 Use Chart

15.310.055 Angle Lake Station Area Overlay District Use Chart

15.310.100 Circulation

15.300.110 Vehicular Circulation Requirements

15.300.120 Pedestrian Circulation Requirements

15.310.200 Site Planning and Building Orientation

15.310.210 Building Placement/Setbacks

15.310.220 Development Abutting Two (2) or More Street Frontages

15.310.240 Projects Abutting a Residential Low Density or Residential Medium Density
Comprehensive Plan Designation

15.310.250 Layout and Width of Streetfront Pedestrian Zone

15.310.260 Driveway Design

15.310.270 Location of Drive-Through Stacking Lanes

15.310.280 Exterior Lighting

15.310.300 Open Space and Amenities

15.310.310 Minimum Open Space Area Required

15.310.320 Location and Design of Open Space

15.310.400 Parking Standards

15.310.410 Off-Street Parking Requirements and Reductions

15.310.420 Off-Street Loading Requirements

15.310.430 Bicycle Parking Requirements

15.310.440 General Parking Design and Construction Standards

15.310.450 Surface Parking

15.310.460 Structured Parking

15.310.500 Landscape Standards

15.310.600 Building Design

15.310.610 Street Level Design

15.310.620 Pedestrian Building Entries

15.310.630 Building Facades

15.310.640 Roof Lines and Equipment

15.310.700 Mixed Use and Multi-Family Development Standards

15.310.710 Mixed Use Development Standards

15.310.720 Definition of Mixed Use

15.310.740 Multi-Family Development Standards

15.310.800 Additional Standards

15.310.810 Fences

15.310.850 Signs

15.310.900 Development Incentives

15.310.005 Purpose

- A. The following standards are intended to implement the City’s vision for the Angle Lake Station Area as set forth in the City of SeaTac Comprehensive Plan, by promoting transit oriented development and pedestrian-oriented design, a diversity of uses within close proximity, a linked series of open spaces, and a focal point for community identity.
- B. Each standard includes examples and illustrations of ways in which the intent of the standard could be achieved. The graphic illustrations are meant to be examples, and not the only acceptable means to accomplishing the intent of the illustrated standards. Applicants and project designers are encouraged to consider designs, styles and techniques not pictured in the examples that fulfill the intent of the design standard.

15.310.010 Authority and Application

- A. The provisions of this chapter shall apply to the Angle Lake Station Area Overlay District as delineated on the Official Zoning Map. Within the Angle Lake Station Area, Chapter 15.310 SMC shall supersede existing regulations elsewhere in SMC Title 15 when in conflict with this chapter.
- B. The provisions of this chapter shall apply to all development meeting one (1) or more of the following thresholds:

- 1. All new construction requiring building permits; and/or
- 2. **Major Redevelopment.** Additions or alterations to a building or site, excluding interior-only improvements, which total fifty percent (50%) or more of the gross square footage (GSF) of the existing building(s) or site.

Only the portions of the building or site being altered or added to shall be required to integrate Angle Lake Station Area Overlay District standards into the design of the alteration or addition. Project applicants proposing additions or alterations to a building or site conforming to the above criteria for major redevelopment shall arrange a pre-design meeting with planning staff prior to permit application to establish those design standards applicable to the proposed addition or alteration.

- C. **Departures.** Minor departures from these overlay district standards may be permitted to promote well designed developments which may not strictly comply with the established standards, in order to provide flexibility and creativity of project designs. This process differs from the variance procedure in that rather than being based upon unusual circumstances or physical hardship, it is based upon the quality of the proposed design. A departure shall not be granted for a request that should be made through the variance process in SMC15.115 Land Use Actions.

Departures to the maximum and minimum parking requirements and the minimum amount of open space required in SMC 15.310.310 Minimum Open Space Area Required are not permitted.

The applicant shall submit a Departure Request Application, along with all information listed on that form, including a written response to the criteria in subsection (1) through (3). A departure is subject to the approval of the Director. Any request for departure must satisfy the following:

1. The request results in a superior design and satisfies the policies of the Angle Lake Station Area Plan.
2. The strict application of the overlay district standards would be contrary to the Angle Lake Station Area Plan or Comprehensive Plan; or
3. The departure will not have any substantial detrimental effect on nearby properties, the City or neighborhood.

D. **Development Agreements.** In order to provide flexibility, to permit creativity of design, style, and technique, and to provide for phased development and interim uses, Development Agreements may be entered into by and between the City and property owners or developers, pursuant to RCW 36.70B.170 through 36.70B.200; provided, that the terms of any such development agreement shall be consistent with the purpose and intent of this chapter. Special conditions or exemptions established for a particular site or project through a development agreement shall include criteria or date for the termination of any such agreement.

E. **Exemptions From This Chapter.** Single-family homes are exempt from the provisions of this chapter. In addition, the following zoning designation and related land uses are exempt from the provisions of this chapter: Urban Low (UL).

F. **High Capacity Transit Facilities.** Standards for high capacity transit facilities, as identified in SMC Chapter 15.530 High Capacity Transit Facilities Design Standards, shall apply to all applicable development within the Angle Lake Station District Station Area.

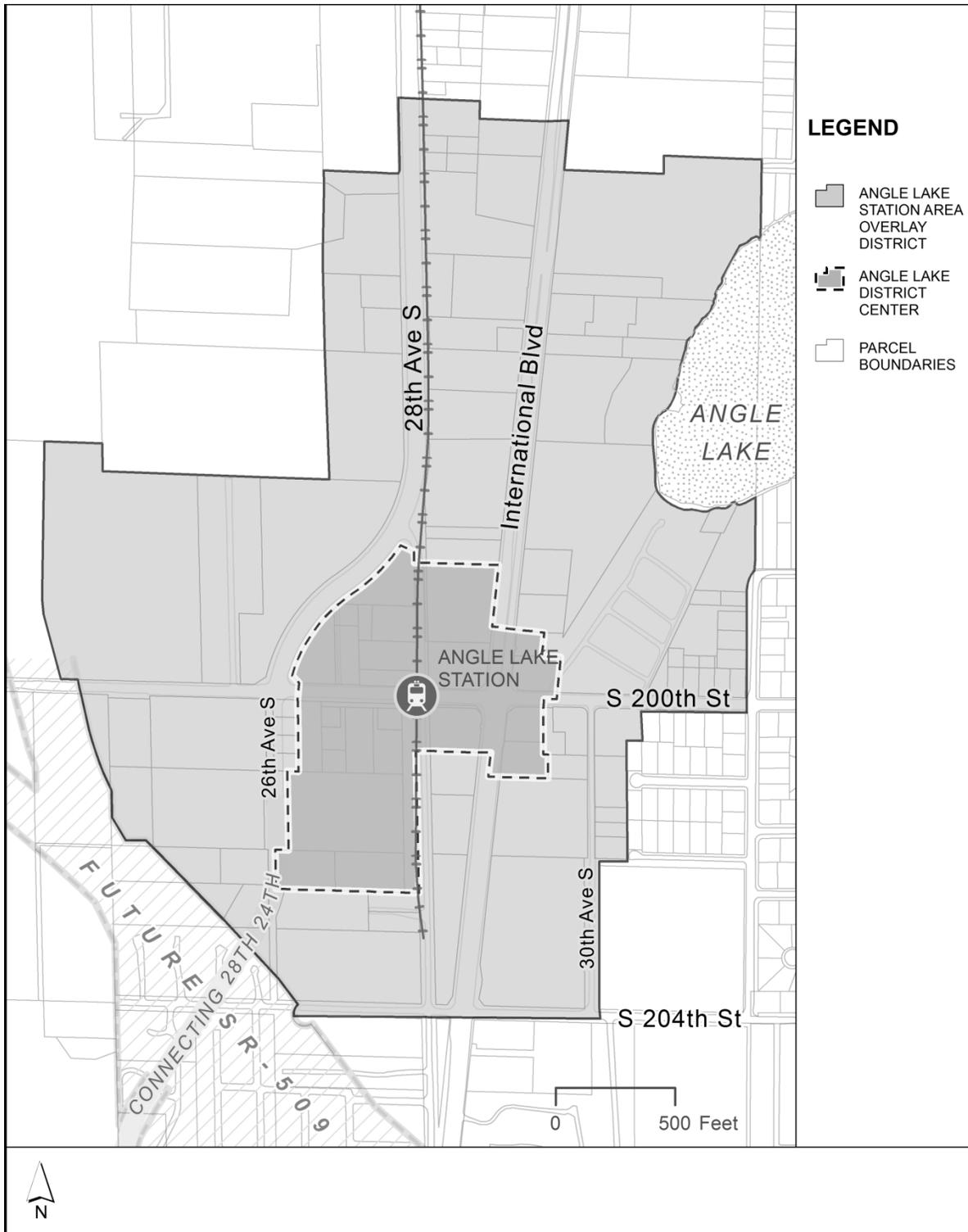


Figure: ANGLE LAKE STATION AREA OVERLAY DISTRICT

15.310.050 Use Chart

A. Use Chart Guide

1. About the Use Chart

The following chart lists all of the permitted and conditional land uses allowed in each zone.

2. How to Use the Use Chart

The land uses are listed vertically along the left hand side and the zones are listed horizontally across the top. Each square in the chart shows the following possibilities for the use and the zone:

P: The use is permitted.

C: The use is allowed subject to a conditional use permit.

If the square is blank, the use is not permitted in that zone.

3. Additional Standards According to Use

Additional standards that apply to a particular use and zone are noted by number and described in the column on the far right of the chart. If the standard is not preceded by a number, the standard applies to all zones.

15.310.055 City Center Overlay District Use Chart

ZONES:

UL-Urban Low

UM-Urban Medium

UH-Urban High

UH-UCR-Urban High-Urban

ABC-Aviation Business Center

CB-C-Community Business in the Urban Center

I – Industrial

AVO –Aviation Operations

AVC-Aviation Commercial

P-Park

P-Permitted Use; C-Conditional Use Permit required

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I					Additional Regulations
ANIMALS											
Butterfly/Moth Breeding											
Kennel/Cattery					P (1)(2)	P (1)					(1) Permitted as accessory to primary use not to exceed 20% of total square footage of building(s). (2) Not permitted within the District Center.
Stables											
Veterinary Clinic			P(1)	P	P	P					(1) Permitted as a part of a residential mixed use development, as described in SMC 15.300.720 Definition of Mixed Use.
BUSINESS SERVICES											
Airport Support Facility											
Cargo Containers											
Commercial/Industrial Accessory Uses											
Conference/ Convention Center				P	P	P					
Construction/Landscaping Yard											
Distribution Center/ Warehouse				C(1)							(1) Not permitted within the District Center. See map in SMC 15.310.015
Equipment Rental, Large											
Equipment Rental, Small				P(1)	P(1)	P					(1) Not permitted within the District Center. See map in SMC 15.310.015
Equipment Repair, Large											
Equipment Repair, Small				P(1)	P(1)	P					(1) Not permitted within the District Center. See map in SMC 15.310.015

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
Helipad/Airport and Facilities										
Professional Office		P(1)	P(1)	P	P	P				(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use.
Storage, Self-Service				P(1)(2)						(1) Permitted in a structure with the appearance of an office building (2) Not permitted within the District Center. See map in SMC 15.310.015
Truck Terminal										
CIVIC AND INSTITUTIONAL										
Cemetery										
Fire Facility	P	P	P	P(1)	P(1)	P				(1) Not permitted within the District Center. See map in SMC 15.310.015
Funeral Home/Crematory				P(1)						(1) Not permitted within the District Center. See map in SMC 15.310.015
Police Facility	P	P	P	P	P	P				
Public Agency Office		P	P	P	P	P				
Public Agency Yard										
EDUCATIONAL										
College/ University	C	P	P	P	P	P				
Elementary/Middle School	C	C	C							
High School	C	C	C		C(1)	C				(1) Not permitted within the District Center. See map in SMC 15.310.015
LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
Specialized Instruction School			P(1)	P	P	P				(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use.
Vocational/Technical School				P	P	P				
HEALTH AND HUMAN SERVICES										
Crisis Diversion Facility (CDF)										
Crisis Diversion Interim Facility (CDIF)										
Day Care I	P	P	P	P	P	P				See SMC Ch. 15.420 Day Care Facilities.

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
	(1)	(1)	(1)							(1) If family day care providing in-home care, regulations in SMC 15.420.200 Family Day Care Facilities apply.
Day Care II	P	P	P	P	P	P				See SMC Ch. 15.420 Day Care Facilities.
Halfway House										
Hospital										
Medical Lab				P(2)	P(2)	P				(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Residential Mixed Use. (2) Not permitted within the District Center. See map in SMC 15.310.015
Medical Office/ Outpatient Clinic			P	P	P	P				
Opiate Substitution Treatment Facility					C(1)	C				Subject to the CUP-EPF siting process (SMC 15.115.040 Essential Public Facilities). (1) Not permitted within the District Center. See map in SMC 15.310.015
Overnight Shelter										
Secure Community Transition Facility					C(1)	C				Subject to the CUP-EPF siting process (SMC 15.115.040 Essential Public Facilities). (1) Not permitted within the District Center. See map in SMC 15.310.015
Transitional Housing		C	C		P(1)	P				Must have adequate on-site and program management, and satisfactory written policies and procedures, including those describing tenant selection, assistance, denial or termination, and housing safety standards. Screening must not allow as residents persons who have been classified as Class III sexual offenders. (1) Not permitted within the District Center. See map in SMC 15.310.015

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
Towing Operation										
Vehicle Rental/Sales										
Vehicle Rental/sales, large						P				
Vehicle Repair, Large						P				
Vehicle Repair, Small				P						
RECREATIONAL AND CULTURAL										
Amusement Park										
Community Center	C	P	P	P	P	P				
Drive-In Theater										
Golf Course										
Health Club		P	P	P	P	P				
Library	P	P	P	P	P	P				
Museum	C	C	P	P	P	P				
Park	P	P	P	P	P	P				
Recreational Center		P	P	P	P	P				
Religious Use Facility	P(1)/ C(2)	P	P	P/C(3)	P/C(3)	P				(1) Permitted as a subsidiary use, subject to criteria in SMC 15.470 Subsidiary Uses. (2) Permitted as a minor conditional use, subject to criteria under SMC 15.115.020(E) Conditional Use Permit (CUP). (3) Conditional use within the District Center. See map in SMC 15.310.015
Religious Use Facility Accessory	C(1)	C(1)	P(1)	P/C(2)	P/C(2)	P				(1) Permitted as accessory to primary use not to exceed 20% of total square footage of building(s). (2) Conditional use within the District Center. See map in SMC 15.310.015
Stadium/Arena										
RESIDENTIAL										
College Dormitory		P	P(1)	P	P	P				(1) Permitted as a part of a mixed use development, as described in SMC 15.300.720 Definition of Mixed Use.

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
Duplex	P(1)	P(1) (2)								See SMC Ch. 15.505 Townhouse and Duplex Development Design Standards. (1) Duplexes are only permitted as part of a townhouse development. (2) Townhouse and duplex development allowed only in UH-1800 zone.
Dwelling Unit, Caretaker/Manager		P	P		P	P				
Dwelling Unit, Detached										
Manufactured/ Modular Home										
Mobile Home										
Mobile Home Park										
Multi-Family	P	P	P	P	P	P				
Townhouse	P	P(1)								(1) Townhouse and duplex development allowed only in UH-1800 zone.
RESIDENTIAL, RETIREMENT & ASSISTED LIVING										
Assisted Living		P	P	P	P					
Community Residential Facility I	P	P	P		P(1)					See SMC 15.465.400, Community Residential Facility Standards. (1) Not permitted within the District Center. See map in SMC 15.310.015

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I					Additional Regulations
Community Residential Facility II		P	P	P	P	P					See SMC 15.465.400, Community Residential Facility Standards.
Continuing Care Retirement Community		P	P	P	P	P					
Convalescent Center/Nursing Home	P	P	P	P(1)	P(1)	P					(1) Not permitted within the District Center. See map in SMC 15.310.015
Retirement Apartments	P	P	P	P	P	P					
RESIDENTIAL, ACCESSORY											
Home Occupation	P	P	P		P	P					See SMC 15.465.500 Home Occupations.
Shed/Garage	P (1)	P(1)	P(1)								(1) Limited to 1,000 gross square feet and a 20 foot height limit (highest point).
RETAIL AND COMMERCIAL											
Agricultural Crop Sales (Farm Only)											
Arcade (Games/Food)		P(1)	P(1)	P	P	P					(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use.
Beauty Salon/Personal Grooming Service		P(1)	P(1)	P	P	P					(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use.
Mobile Vending				P(1)	P(1)						Permitted outside the public right of way within the District Center. See map in SMC 15.310.015
Dry Cleaner		P (1)	P(1)	P	P	P					(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use.
Financial Institution		P(1)	P(1)	P(2)	P(2)	P					(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use. (2) No drive-through facilities allowed within the District Center. See map in SMC 15.310.015

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
Laundromat		P(1)	P(1)	P	P	P				(1) Permitted as a part of a residential mixed use development, as described in SMC 15.300.720 Definition of Mixed Use.
Restaurant		P (1,2)	P (1,2)	P(3)	P(3)	P				(1) No drive-through facilities allowed. (2) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use. (3) No drive-through facilities allowed within the District Center. See map in SMC 15.310.015
Restaurant, Fast Food				P(1)	P(1)	P				(1) No drive-through facilities allowed within the District Center. See map in SMC 15.310.015
Retail, Big Box				P(1)						(1) Not permitted within the District Center.
Retail, General		P(1)	P(1)	P	P	P				(1) Permitted as a part of a residential mixed use development, as described in SMC 15.310.720 Definition of Mixed Use.
Sexually-Oriented Business					C(1)	C				See SMC 15.415.200 Sexually Oriented Businesses. (1) Not permitted within the District Center. See map in SMC 15.310.015
Tavern				P	P	P				
Entertainment Club				P	P	P				
Theater				P	P(1)	P				(1) Not permitted within the District Center. See map in SMC 15.310.015
Wholesale/Bulk Store					C(1)	C				(1) Not permitted within the District Center. See map in SMC 15.310.015
RETAIL AND COMMUNITY LODGING										
Bed and Breakfast	P	P	P							See SMC 15.465.300 Bed and Breakfast Standards.
Hotel/Motel and Associated Uses				P	P	P				Hotel/Motel lobby and restaurant to be located at, and oriented to, the public street and located at the ground floor.
UTILITIES										
Communications Facility	C/P	C/P	C/P	C/P	C/P	C/P				See SMC Chapter 15.480 Wireless Communications Facilities for specific use and development standards.
Utility Substation		C	C	C	C	C				

LAND USE	UM	UH	UH-UCR	ABC	CB-C	I				Additional Regulations
Utility Use	C	C	C		C	C				
Wireless Communications Facility	C/P	C/P	C/P	C/P	C/P	C/P				See SMC Chapter 15.480 Wireless Communications Facilities for specific use and development standards.

15.310.100 Circulation

Purpose: Create a station area with an emphasis on the needs of the pedestrian which is also accessible and convenient for vehicles. Sufficient vehicular and pedestrian circulation should be provided through the establishment of an adequate network of streets and sidewalks. Placement of structures, landscaping, circulation patterns and access points should collectively seek to promote an integrated, multi-modal transportation system. Creatively designed, clean and functional pedestrian connections are encouraged to provide access throughout the station area, between properties and to and from the public right-of-way.

15.310.110 Vehicular Circulation Requirements

Vehicular circulation is intended to provide for public access, safe traffic flow, and connections to established vehicular routes.

- A. All new Angle Lake Overlay District streets shall be constructed in accordance with the City's adopted street standards specified in SMC Title 11 Streets, Sidewalks, and Public Thoroughfares, and shall generally conform to the adopted Angle Lake District Plan.
- B. An owner or developer shall coordinate with owners of adjacent parcels and consolidate, wherever possible, vehicular circulation routes to interconnect public and/or private streets in conformance with the adopted Angle Lake District Plan. Where appropriate, circulation corridors shall extend to the boundary line of the site parcel in order to provide for future development of adjacent parcels and connections with existing public and/or private streets.
- C. Dead-end streets shall not be permitted.

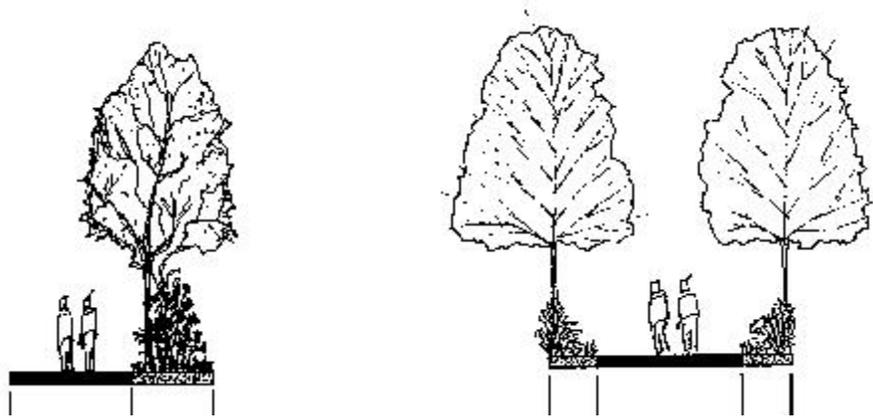
15.310.120 Pedestrian Circulation Requirements

Pedestrian requirements are intended to create a network of linkages for pedestrians to improve safety and convenience and enhance the pedestrian environment.

- A. **Connected Pedestrian System.** On-site pedestrian ways shall be designed to connect to off-site pedestrian way systems on public and/or private streets via a minimum eight (8) foot wide walkway system separated from vehicular traffic. On-site extensions of pedestrian circulation systems shall align with existing pedestrian off-site links.
 1. **Sites with Multiple Buildings.** All site plans proposing multiple buildings designed for residential occupancy or business access shall connect building entrances to one another and to pedestrian ways on adjacent public and/or private streets.
 - a. Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures.
 - b. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation.

B. **Mid-Block Pedestrian Corridors Encouraged.** For through lots, the provision of mid-block pedestrian corridors may allow for the departure from certain standards within this chapter. See SMC 15.310.010 Authority and Applications, Departures for requirements and criteria.

1. To be eligible for consideration, the pedestrian corridor shall be as follows.
 - a. **Width.** A minimum of thirteen (13) feet wide with a minimum eight (8) foot pathway of an approved surfacing material. The remaining portion shall be adequately landscaped and approved with a landscape plan.



- b. **Amenities.** Pedestrian corridors shall be inviting in their overall design, such as through the provision of street furniture, decorative paving, or public art.
 - c. **Easement Required.** Easements for pedestrian corridors shall be open to the public twenty-four (24) hours a day.

15.310.200 Site Planning and Building Orientation

Purpose: Design structures to have an external orientation to the streetscape and the pedestrian environment with unifying open space and pedestrian pathways. Design emphasis should be given to the pedestrians, rather than auto mobiles, through placement of parking in a less prominent location (such as structured parking, or to the rear of the building, rather than in front); pedestrian-level retail space; treatment of blank walls and facades and incorporation of prominent architectural features. Site layout should emphasize coordination of open spaces and pedestrian access with adjacent development or public places. Lighting and landscaping should allow for safety and visibility of public and semi-public areas.

Figure: SUMMARY TABLE, SITE PLANNING AND BUILDING REQUIREMENTS

Angle Lake District: Site Planning and Building Orientation	Applies To: All Development.
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Note: This is a summary of site planning and building requirements within the Angle Lake District. See code references for supplemental details.

DESIGN STANDARDS (see SMC 15.310.200)

Setbacks	International Boulevard : <ul style="list-style-type: none"> – 5’-20’ for at least 50% of building front façade – 5’-40’ remaining building façade Other streets: <ul style="list-style-type: none"> – 5’-10’ for at least 50% of building front façade – 5’-20’ remaining building façade
Setbacks within District Center	International Boulevard : <ul style="list-style-type: none"> – 5’-20’ for at least 50% of building front façade – 5’-40’ remaining building façade Other streets: 5’-10’
Projections within the Setback	Weather Protection may extend
Through Lots Fronting International Boulevard	Orient front building façade to International Boulevard
Front Yard/Orientation	District Center – per Figure ‘Front Yard in District Center’
Minimum building frontage	AL District: 50% of front yard street frontage to be occupied by front building facade AL District Center: 65% of front yard street frontage to be occupied by frontbuilding facade
Where side yard setbacks and	Landscaping setbacks supersede side yard setbacks

landscaping setbacks conflict	
Corner Lots	Building facades orient to both streets
Commercial projects abutting RL and RM Comprehensive Plan Designations	Maximum building heights and setbacks specified
Sidewalk Widths	<ul style="list-style-type: none"> • International Boulevard: 8' paved sidewalk clear-through zone + 4' landscape zone • Other streets: 4' paved sidewalk clear-through zone + 4' landscape zone
Driveway Entrances SMC15.455.420	<p>Arterial: 1 driveway per 150' of street frontage</p> <p>Non arterial: 1 driveway per 100' of street frontage</p>

15.310.210 Building Placement/Setbacks

A. **Front Yard Setback.** Front yard setbacks shall be as follows:

1. **Minimum.** Five (5) feet on all public and private streets
2. **Maximum.**
 - a. **Adjacent to International Boulevard:** Twenty (20) feet for at least fifty percent (50%) of the building's front façade. The remaining building's front façade may be setback to forty (40) feet for the purposes of accommodating public open space, porte cocheres, landscaping or recessed building entries;
 - b. **All Other Public or Private Streets:** Ten (10) feet for at least fifty (50%) of the building's front façade. The remaining front building façade may be setback to twenty (20) feet for the purpose of accommodating public open space, porte cocheres, landscaping or recessed building entries.

B. **District Center Front Yard Setback.** For Properties located within the District Center, the front yard setbacks shall be as follows.

1. **Adjacent to International Boulevard:** Twenty (20) feet for at least fifty percent (50%) of the building's front façade. The remaining building's front façade may be setback to forty (40) feet for the purposes of accommodating public open space, porte cocheres, landscaping or recessed building entries;
2. **All Other Public or Private Streets:** Five (5) to ten (10) feet.

- C **Projections Permitted Within Setback.** Weather protection awnings and marquees may extend into a required setback.
- D **Building Orientation.** The front façade of the primary building(s) shall be oriented toward the front property line, with the main pedestrian entrance(s) located on this façade. Additional building entrances may be oriented toward the rear or side of the building for access to and from the parking lots.
1. **Through lots with frontage along International Boulevard:** Shall orient the front building façade to International Boulevard. The main pedestrian entrance(s) shall be located on this facade. Additional building entrances may be oriented toward the rear or side of the building.
 2. **District Center:** Figure: Front Yard In District Center identifies locations of required front building facades for properties located within the District Center.

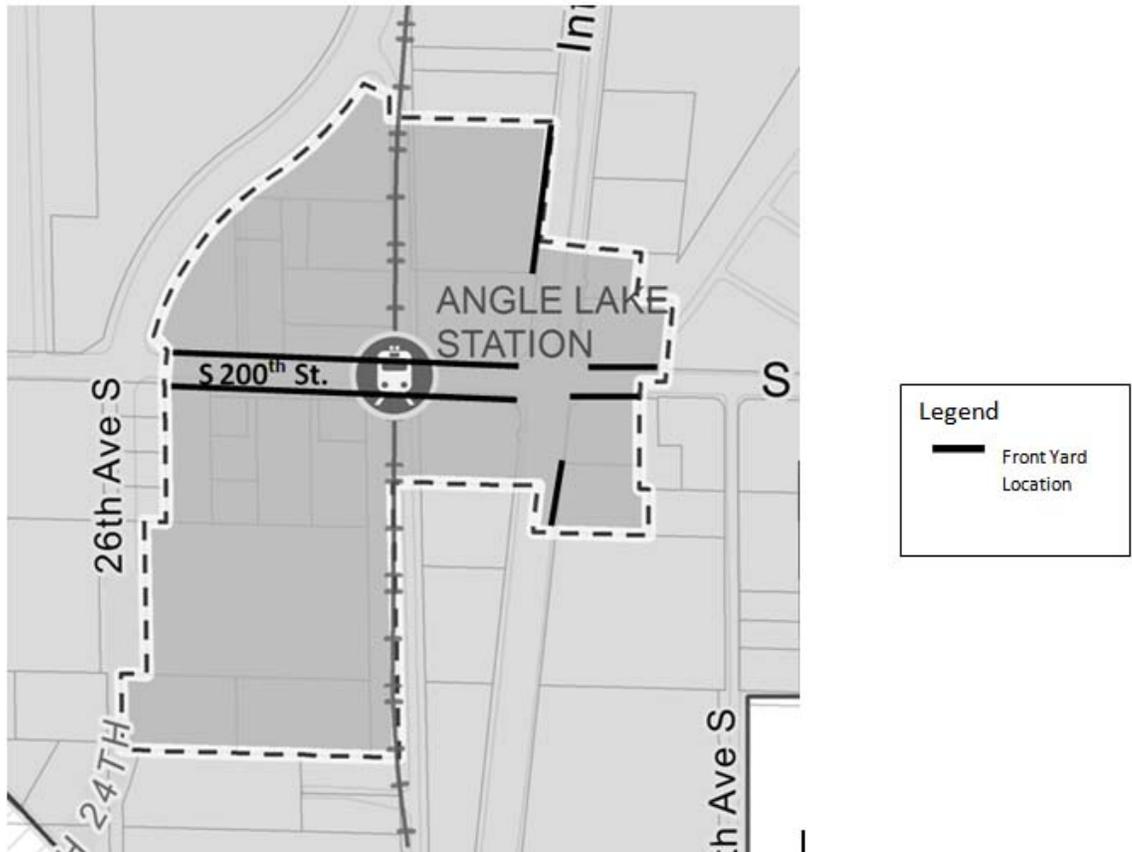
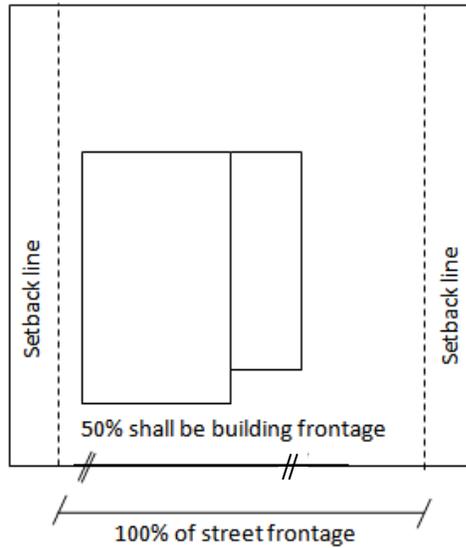


Figure: FRONT YARD IN DISTRICT CENTER

- E **Building Orientation, District Center.** Figure 'Front Yard in District Center' identifies locations of required front building facades for properties located within the District Center.

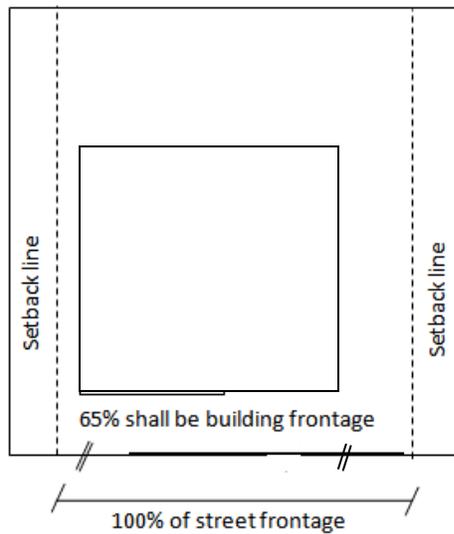
F Minimum Building Frontage Coverage. A minimum of fifty percent 50% of the front yard street frontage shall be occupied by a primary building façade(s) excluding any side yard setbacks.

Figure: BUILDING FRONTAGE COVERAGE



G Building Frontage, District Center. A minimum of sixty five percent 65% of the front yard street frontage shall be occupied by a primary building façade(s) excluding any side yard setbacks.

Figure: BUILDING FRONTAGE COVERAGE, DISTRICT CENTER



- H. **Setbacks and Landscaping Standards for CB-C, ABC and I Zone.** In the CB-C, ABC and I zone, where required landscaping in SMC 15.445 exceeds the required side and rear setbacks in SMC 15.400.100, the landscape standards shall supersede the setback standards. This shall not apply where side and rear property lines abut a residential comprehensive plan designation as per SMC 15.300.240.

15.310.220 Development Abutting Two (2) or More Street Frontages

- A. Buildings on corner lots shall orient front facades to both the corner and adjacent public and/or private street fronts. Pedestrian entries near or on the corner are encouraged.
1. **Corner Buildings and Architectural Focal Points.** Development at the intersection of a arterial streets shall include architectural focal points that increase the visibility and landmark status of corner buildings, such as one (1) or more of the following:
 - a. Transparent glazing incorporated into corner building design;
 - b. Tower elements and/or roof lines that accentuate the corner;
 - c. Balconies or building terraces at or near the corner.

15.310.240 Projects Abutting a Residential Low Density or Residential Medium

Density Comprehensive Plan Designation

Careful siting and design treatment is necessary to achieve a compatible transition between Comprehensive Plan designations of differing height, bulk and scale requirements. In order to mitigate potential impacts, the following standards shall apply:

- A. **Adjacent to Residential Low Density Comprehensive Plan Designation.** Properties abutting a Residential Low Comprehensive Plan designation shall incorporate the following:
 - 1. A maximum building height of thirty-five (35) feet, relative to the base elevation of the adjacent Residential Low Comprehensive Plan designation parcel(s) where that base elevation is higher than the base elevation of the proposed project, shall apply to all portions of a structure within sixty (60) feet of an RL Comprehensive Plan designated parcel, including access roadway widths; provided, that the overall height of any structure shall not exceed the maximum structure height specified in the dimensional standards charts in SMC 15.400.100; and
 - 2. A minimum side and/or rear yard building setback of twenty (20) feet shall apply if the side or rear property boundaries are adjacent to an RL Comprehensive Plan designation. Side/rear yard landscaping shall occupy all or part of the required building setback, as specified in the landscaping chart in SMC15.445.111.
 - 3. Parking shall not be permitted within the side and/or rear yard building setback adjacent to a RL Comprehensive Plan designation parcel.

- B. **Adjacent to UM comprehensive plan designation.** Properties abutting a UM comprehensive plan designation shall maintain a minimum side and/or rear yard building setback of twenty (20) feet, if the side or rear yard property boundaries are adjacent to a UM comprehensive plan designation. Side/rear yard landscaping shall occupy all or part of the required building setback, as specified in the landscaping chart in SMC 15.445.111.

15.310.250 Layout and Width of Streetfront Pedestrian Zone

All new sidewalks and street improvements shall include a streetfront pedestrian zone, consisting of street landscaping/buffer zone and a sidewalk clear-through zone.

- A. **Along International Boulevard:** Twelve (12) feet along the length of the property line with the following specifications:
 - 1. Eight (8) feet paved sidewalk clear-through zone free of physical obstructions. Adjacent to the street curb shall be an additional four (4) foot landscape/buffer zone, comprised of paved sidewalk, with street trees and tree wells spaced no more than every thirty (30) feet.

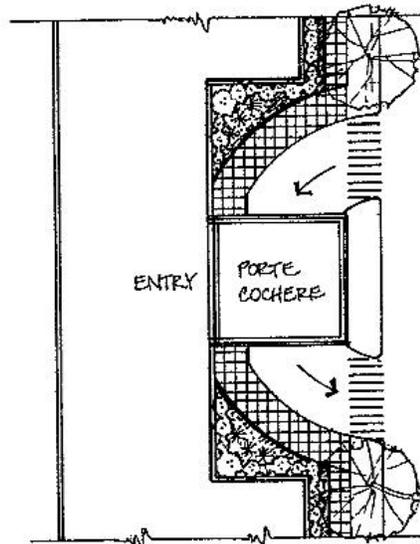
- B. **Along All Other Streets:** Eight (8) feet along the length of the property line with the

following specifications:

1. Four (4) foot paved sidewalk clear-through zone free of physical obstructions. Adjacent to the street curb shall be an additional four (4) foot landscape zone comprised of paved sidewalk, with street trees and tree wells spaced no more than every thirty (30) feet .
- C. Street trees shall be deciduous shade trees as per SMC Title 11. Variations in tree spacing, may be approved by the Director, to enhance plaza areas, emphasize building focal points or avoid visually blocking retail storefront entrances.

15.310.260 Driveway Design

- A. Pedestrian walkways interrupted by driveways shall be distinguished from the driveway surface by decorative paving to the building entrance.
- B. Driveways serving front yard porte cochere building entries shall be approved by the Director and include only limited short-term parking that can be accommodated along one (1) double-loaded drive aisle.



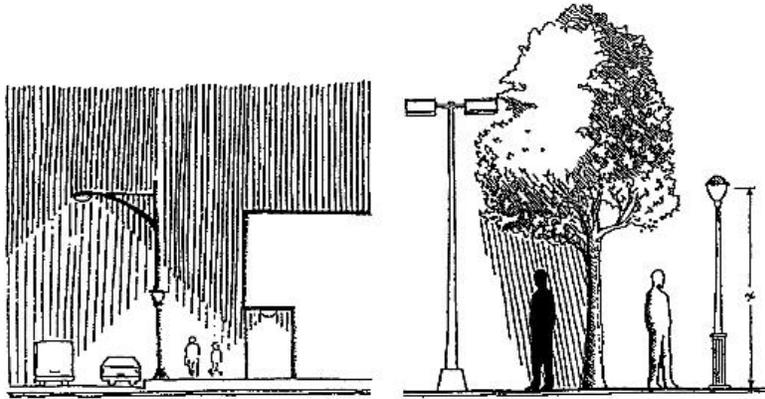
15.310.270 Location of Drive-Through Stacking Lanes

Driveway stacking lanes associated with drive-through facilities shall not be located between the building and any property line adjacent to a public and/or private street.

15.310.280 Exterior Lighting

- A. Lighting standards shall be no greater than sixteen (16) feet in height, and used to illuminate surfaces intended for pedestrians or vehicles, as well as building entries. Light fixtures shall be sited and directed to minimize glare around residences.

- B. Exterior lighting shall be used to identify and distinguish the pedestrian walkway network from car or transit circulation. Along pedestrian circulation corridors, lighting standards shall be placed between pedestrian ways and public and/or private streets, driveways or parking areas. The level of lighting shall conform with the requirements of Chapter 17.40 SMC, Walkway, Bikeway and Park Lighting.



15.310.300 Open Space and Amenities

Purpose: Provide for open space that enhances and activates the pedestrian realm through the provision of plazas, courtyards, pocket parks and sidewalks. Open spaces should be inviting, functional, easy to maintain and safe. They should contribute to the character of the area and complement the built environment.

Figure: Summary Table, Open Space Requirements

Angle Lake District: Open Space	Applies To: All commercial and non-residential development.
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Note: This is a summary of open space requirements within the Angle Lake District. See code references for detailed information.

OPEN SPACE REQUIRED (see SMC 15.310.310)

Minimum Open Space Area Required SMC 15.310.310	5% of net site area
Net Site Area	Net Site Area = Total Site Area – Sensitive Areas

OPEN SPACE DESIGN (see SMC 15.310.320-340)

Street Frontage Landscaping Required	No, waived in lieu of open space requirement
Open Space Hierarchy	Open space shall be provided in the following order of importance: 1. sidewalk improvements; 2. plaza, courtyard, pocket park
Sidewalk Improvements SMC15.300.250	Fronting International Boulevard: Increase sidewalk zone to 12 ft as follows: – 8’ paved sidewalk clear-through zone. The landscape zone improvements are already in place and do not require improvement. Other streets: Increase sidewalk zone to 8 ft as follows: – 4’ paved sidewalk clear-through zone and additional 4’ landscape zone comprising paved sidewalk with street trees in wells spaced no more than every 30’.
Design of Plaza, Courtyard, Pocket Park	<ul style="list-style-type: none"> • Min. 200 sq ft in size • Min. 50% decorative paving • Seating areas to be provided • Remaining area may be landscaped

	<ul style="list-style-type: none"> • 1 tree per 200 sq ft of paved area • Public art, water feature or performance area encouraged
Cash in Lieu	No. Cash in Lieu option is not allowed

15.310.310 Minimum Open Space Area Required

The following standards are applicable to all commercial or other non residential development. See Multi Family Development Standards SMC 15.510 Multi Family Housing Design Standards for residential development standards

A. **Minimum Area Required:** Five percent (5%) of net site area, shall be set aside as usable outdoor open space accessible to the public.

1. **Net Site Area Calculation.** Net Site Area = Total Site Area – Sensitive Areas

2. **Areas that Do Not Qualify as Open Space.** For the purposes of this chapter, the following shall not be included toward meeting the minimum open space requirement:

- a. Portions of a parcel classified as sensitive area; storm water facility, provided that such storm water facilities are at grade and not covered; or open water.
- b. Required landscaping and sensitive area buffers without common access links, such as pedestrian trails.
- c. Driveways, parking, or other auto serving uses.
- d. Areas of a parcel with slopes greater than eight percent (8%) shall not qualify as usable outdoor open space, unless the area has been developed with an enhanced accessibility system of stairs, ramps, terraces, trails, seating areas, or other site improvements as approved by the Director.

3. **Prohibited Adjacent to Open Space.** The following is prohibited adjacent to pedestrian oriented space:

- a. Unscreened parking lots,
- b. Chain link fences,
- c. Blank walls,
- d. Dumpsters or service areas, and
- e. Outdoor storage (shopping carts, potting soil bags, firewood, etc.)

4. **Areas that Qualify as Open Space.** Open space that qualifies toward meeting the minimum open space requirement shall include one (1) or more of the following:

1. Active outdoor recreation areas;
2. Expansion of existing sidewalks;
3. Pedestrian-only corridors or multi-purpose trails separate from the public or private roadway system that provide through connections to enhance pedestrian and bicycle connectivity or provide access links in sensitive area buffers. The square footage (length times width) of corridors/trails shall be counted as usable open space; and/or
4. Publicly accessible plazas, courtyards or pocket parks constructed contiguous with new or existing sidewalks. Publicly accessible courtyard designs shall conform to SMC15.310.320

15.310.320 Location and Design of Open Space

The following open space regulation shall supersede the street frontage landscape requirement as specified in SMC 15.445.010(C) and 15.445.210. The building facade landscaping requirement shall continue to apply to uses in the Angle Lake District, except under pedestrian weather protection structures, as specified in SMC 15.310.610(C).

- A. **Open Space Requirements.** Open space is to be provided onsite in the following order of priority:
 1. **Sidewalk Improvements.** Sidewalk widths shall be enhanced and other improvements shall be provided along all public and private streets as per SMC15.310.250
 2. **Remaining Open Space Area.** After fulfilling the sidewalk improvements, remaining open space shall be provided within the front yard or to the side of the property. The open space shall be developed and arranged in a manner that is accessible to the public at all times, directly connected to a sidewalk or pedestrian pathway, and bordered on at least one (1) side by, or readily accessible from, the primary structure(s) on site. Front yard open space shall be placed in one (1) or more of the following ways:
 - a. **Plaza, Courtyard, or Pocket Park.** Publicly accessible open space shall be placed in a plaza, courtyard or pocket park that includes at a minimum:
 - i. Two hundred (200) square feet in size that is adjacent to a pedestrian building entrance;
 - ii. At least fifty percent (50%) decorative paving, constructed of such materials as stamped, broom finish, or scored concrete; brick or modular pavers;.
 - iii. One (1) tree for every two hundred (200) square feet of decorative paving area.
 - iv. One (1) linear foot of seating per each forty (40) square feet of plaza, courtyard, or pocket park space on-site and shall be provided in the form of freestanding outdoor benches of a minimum sixteen

(16) inches wide or seating incorporated into low walls, raised planters or building foundations at least twelve (12) inches wide and eighteen (18) inches high;

- v. Incorporate one or more of the following to encourage pedestrian use and activity: plantings or grass within or immediately adjacent to the plaza, courtyard, or pocket park, public art such as a water feature or sculpture or other public amenities approved by the director.

B. **General Open Space Design Standards:**

1. **Accessory Site Furnishing.** Accessory site furnishings shall be located so as not to obstruct pedestrian access along sidewalks and to businesses.
 - a. Waste receptacles, movable planters and other accessory site furnishings shall be of a design which is compatible with the design of the plaza, courtyard, or pocket park, through the use of similar detailing or materials
2. **Common space areas.** Common open space should be located to take advantage of surrounding features such as building entrances, significant landscaping, unique topography or architecture, and solar exposure.
3. **Integration with Adjacent Parcels.** Usable open space areas on-site shall be organized and designed in a manner that allows for maximum integration with open space on adjacent parcels.
4. **Linkage of Open Space Elements.** Developments proposing on-site plazas and pocket parks as publicly accessible project amenities shall link the open space elements with adjacent sidewalks, pedestrian paths, and/or bikeways.

15.310.400 Parking Standards

- A. **Purpose:** Minimize parking as a dominant land use. Parking should be screened through its placement behind structures and via landscaping.
- B. The following parking standards shall be in addition to, or, in some cases, supersede applicable parking provisions required in SMC Chapter 15.455 Parking and Circulation.

Figure: Summary Table, Parking Requirements

Angle Lake District: Parking	Applies To: All development
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Note: This is a summary of parking requirements within the Angle Lake Station Area. See code references for supplemental details.

PARKING STANDARDS (see SMC 15.310.400)	
Maximum Parking Specified	Yes. 10% increase above standards in SMC 15.455.120 Parking Chart for Required Off-Street Spaces.
Minimum Parking Required	Yes. Parking study required
Bicycle Parking	Require 1 space for every 10 parking stalls
Surface Parking Lots	<ul style="list-style-type: none"> Located behind or to the side of a building Parking next to building: 20' setback with landscaping
Pedestrian Walkways Through Parking Lots	Required if more than 100 parking spaces
Structured Parking	Architectural design elements required and high quality screening. See also Parking Chapter SMC15.455
Structured Parking: Ground Floor	Adjacent to public street, 100% of ground floor to be constructed as commercial space <ul style="list-style-type: none"> 20' min depth and 13' ceiling height 50% of commercial use can be office associated with parking operation

15.310.410 Off-Street Parking Requirements and Reductions

- A. **Required Off-Street Parking Spaces.**
 - 1. **Minimum Parking Requirements.** The minimum parking spaces required are specified in SMC 15.455.120 Parking Chart for Required Off-Street Spaces.
 - a. **Parking Reduction.** The number of required off-street parking spaces may be reduced for properties located within the Angle Lake Station Area due to their proximity to a light rail station. Reductions shall be based on the submittal of a

parking plan and as approved by the Director. The amount of reduction shall be based on the frequency of the transit service and shall be limited as follows:

- i. Residential – Thirty-five percent (35%) maximum;
- ii. Government, business services, manufacturing – Forty percent (40%) maximum;
- iii. Recreational and cultural, retail and commercial – Thirty percent (30%) maximum.

2. **Maximum Parking Requirements.** The maximum parking spaces allowed shall be determined by increasing the number of minimum parking spaces required in SMC 15.455.120 Parking Chart for Required Off-Street Spaces by a maximum of ten percent (10%).

15.310.420 Off-Street Loading Requirements

Off-Street loading requirements shall be provided pursuant to SMC Chapter 15.455 Parking and Circulation.

15.310.430 Bicycle Parking

The provision of safe and convenient places to park bicycles shall be provided in the district area. Providing a secure and convenient place to store bicycles encourages their use.

A. Bicycle parking shall be provided based on at least one (1) space for each ten (10) automobile parking spaces required.

B. The location of bicycle racks and/or lockers shall be highly visible to building occupants and security personnel. Racks shall have provisions for using bicycle locks and shall be compatible with building and site design.

C. Covered Spaces. A minimum of 50% (fifty percent) of required spaces shall be protected from rainfall by cover

D. Bicycle Racks. The rack(s) shall be securely anchored to the ground and provide a frame so a bicycle cannot be pushed or fall in a manner that may damage the wheels or components.

15.310.440 General Parking Design and Construction Standards

Parking design and construction requirements shall be provided pursuant to SMC Chapter 15.455 Parking and Circulation.

15.310.450 Surface Parking

A. Location of Surface Parking Lots.

1. No parking shall be located between the building and the front property line. The Director may approve a driveway for passenger loading and off-loading only in

conformance with SMC 15.310.260 Driveway Entrances. Surface parking shall be located behind a building or to the side of a building.

- a. Within the District Center, driveways for passenger loading and off-loading is not permitted between the building and front property line along property frontage shown in Figure: Passenger Driveway Locations
2. **Parking to the Side of the Building.** Parking located next to a building shall be setback a minimum of twenty (20') feet from the front property line. The setback area shall be landscaped as per SMC15.310.500 Landscaping Standards.
3. **Parking on Corner Lots.** On corner lots, no parking shall be located between the building and either of the two (2) front property lines. If a parcel abuts more than two (2) public or private streets, no parking shall be located between the building and the front property line abutting the two (2) public and/or private streets with the highest classification.

B. Pedestrian Circulation Through Parking Lots

1. Surface parking lots containing one hundred (100) parking spaces or more shall provide pedestrian walkways through the parking lot to provide for safe pedestrian movement.
2. **Pedestrian Walkway Design**
 - a. Pedestrian walkways shall be a minimum of four (4) feet wide, separated from vehicular travel lanes to the maximum extent possible and designed to provide safe access to non-street front building entrances or existing pedestrian ways.
 - b. Clearly distinguish the pedestrian way network from car or transit circulation. This is particularly important in areas where these various travel modes intersect, such as at driveway entrances and in parking lots.
 - c. Where sidewalks or walkways cross vehicular driveways, provide a continuous raised crossing, or distinguish the crossing from the driveway surface by marking with a contrasting paving material.

15.310.460 Structured Parking

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

A. Parking Structure Design

1. The following parking structure design standards shall be in addition to or, in some cases, supersede applicable design standards in other sections in this chapter, and in SMC Chapter 15.455 Parking and Circulation.

2. **Minimizing Views into the Parking Structure Interior**
 - a. For portions of parking structures without a ground floor retail, commercial, office, service or public use, a five (5) foot wide façade landscaping strip is required consisting of:
 - i. A mix of evergreen shrub and ground cover groupings spaced no more than four (4) feet apart that do not exceed a height of six (6) feet at maturity.
 - b. Any portion of a parking structure ground floor with exposed parking areas adjacent to a public or private street shall screen and minimize views into the parking structure interior by incorporating architectural elements on the parking structure façade without compromising the open parking structure requirements of the Building Code.
 - c. In addition to the above, minimize views into the upper floors of parking structures through one (1) or more of the following methods:
 - i. High quality screening using architectural elements on the parking structure upper floor facades; and/or
 - ii. Upper parking floors designed as a pattern of window-like openings on the parking structure facade.

3. **Parking Structure Character and Massing.** Parking structure elevations over one hundred (100) feet in length shall incorporate vertical and horizontal variation in setback, material or fenestration design along the length of the applicable facade. In order to incorporate architectural variation within a project, a minimum of one (1) vertical facade change and a minimum of one (1) horizontal facade change shall be provided in the following ways:
 - i. **Vertical Facade Changes.** Incorporate intervals of architectural variation at least every forty (40) feet over the length of the applicable facade, such as:
 1. Varying the arrangement, proportioning and/or design of garage floor openings;
 2. Incorporating changes in architectural materials;
 3. Projecting forward or recessing back portions or elements of the parking structure facade.

ii. **Horizontal Facade Changes.** Designed to differentiate the ground floor from upper floors, such as:

1. Stepping back the upper floors from the ground floor parking structure facade;
2. Changing materials between the parking structure base and upper floors; and/or
4. Including a continuous cornice line or pedestrian weather protection element between the ground floor and upper floors.

4. **Parking Floors Located Under or Within Buildings**

- a. Parking located under or within buildings shall subordinate the garage entrance to the pedestrian entrance in terms of prominence on the street, location and design emphasis.
- b. Parking at grade under a building shall be completely enclosed within the building or wholly screened through any combination of walls, decorative grilles, or trellis work with landscaping.

5. **Parking Structure Lighting**

- a. In addition to the following standards, lighting of parking structures shall be provided pursuant to Chapter 17.28 SMC, Parking Structures.
- b. Lighting on and/or within multi-level parking structures shall be screened, hooded or otherwise limited in illumination area so as to minimize excessive “light throw” to off-site areas.

B. Ground Floor Uses in Parking Structures

1. **Front Façade.** A parking structure front façade shall be designed so that a minimum of one hundred percent (100%) of the length of the exterior ground floor facade(s), excluding vehicle entrances and exits, provides ground floor commercial space suitable for retail and commercial uses.
 - a. **Minimum Depth.** The applicable ground floor area shall extend in depth a minimum of twenty (20) feet from the exterior parking structure facade; provided, that the minimum required may be averaged, with no depth less than fifteen (15) feet.
 - b. **Minimum Ceiling Height.** The minimum clear interior ceiling height standard for the retail/commercial or service use portion of parking structures shall be thirteen (13) feet for all street level building space.
 - c. **Fire Suppression.** Parking structure ground floors shall include fire suppressing sprinkler systems at the time of construction.

2. A maximum of 50% of the ground floor leasable commercial/retail or service space may be occupied by office uses related to the operation of the parking structure.

15.310.500 Landscaping Standards

- A. In addition to the standards of this section and chapter, landscaping requirements shall be provided pursuant to SMC Chapter 15.445 Landscaping and Tree Retention.
- B. **Surface Parking Lot Landscaping and Treatment of Perimeter.** Surface parking shall be visually screened from public and/or private streets by means of building placement and/or landscaping.
 1. **Minimum Standards.** The minimum surface parking landscaping standards are located in SMC 15.445.250 Surface Parking Landscaping with the following exceptions.
 2. **Landscape Requirements for Parking Located to the Side of the Building.** Where parking is located to the side of a building, the following standards shall apply:
 - a. **Front Yard Landscape Buffer.** Parking located to the side of a building shall provide a minimum twenty (20') foot landscape buffer from the front property line. The setback area shall be landscaped with Type IV landscaping per SMC 15.445.110 Types of Landscaping .
 - i. A front yard landscape buffer must be established to screen parking in addition to any required open space provided.
 - b. **Landscape Island.** The requirement for landscape islands in SMC 15.445.250 (B) Landscape Islands is waived for surface parking areas located to the side of a building and located behind a twenty (20) foot front yard landscape buffer.
 - i. Surface parking located to the rear of a building shall provide for landscape islands as per SMC 15.445.250(B) Landscape Islands.
 3. **Perimeter Landscaping of Surface Parking Lots.** The perimeter of a parking lot shall be planted with five feet (5') of Type III landscaping, except as required in SMC 15.310.500(B)(2)(a) Front Yard Landscape Buffer.
 - a. **Fence Option.** If a four foot (4') high fence and landscaping sufficient to filter views is provided, the width of the required landscaping may be reduced. Fences must be see-through and constructed with wrought iron or other metal.

15.310.600 Building Design

Purpose: It is intended by this code to encourage a variety of building and design solutions in response to the standards and regulations outlined herein. Buildings should: 1) be designed to achieve an architecturally appealing environment. Design emphasis should be given to the pedestrian through the provision of inviting building entries, street-level amenities and other structural and façade elements to encourage pedestrian interaction; 2) Directly contribute to the attractiveness, safety and function of the street and public areas; and 3) be designed to accommodate a range of uses over time.

Figure: SUMMARY TABLE, BUILDING DESIGN

Angle Lake District: Building Design	Applies To: All Development.
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Note: This is a summary of site planning and building requirements within the Angle Lake District. See code references for supplemental details.

DESIGN STANDARDS (see SMC 15.310.600)	
Minimum Building Height	18' minimum.
Ground Floor Transparency	<ul style="list-style-type: none"> – District: 60% window coverage at ground floor public street – District Center: 75% window coverage at ground floor public street
Transparency Design	<ul style="list-style-type: none"> – Windows begin 12"-30" above finished grade. – Mirrored, reflective, tinted glass not permitted
Minimum Ground Floor Ceiling Height	Ground floor non residential: 13' height
Minimum Ground Floor Building Depths	Ground floor non residential: 20' depth
Pedestrian Weather Protection	Length: <ul style="list-style-type: none"> - District: 60% along ground floor street facing facade (excluding residential) - District Center: 75% along ground floor street facing façade (excluding residential)
Pedestrian Weather Protection Dimensions	<ul style="list-style-type: none"> – Minimum depth: 5' – Maximum depth: 8' – Minimum height: 8'6" – Maximum clearance height: not above first floor ceiling of building
Building Entrances	<ul style="list-style-type: none"> – Primary: distinctive entrance – Secondary: provide weather protection of

	min 3' depth
Façade changes	<ul style="list-style-type: none"> – Buildings over 100' in length: min one vertical change every 40' – Buildings over 100' in length: min one horizontal change
Treatment of Blank Walls	<ul style="list-style-type: none"> – Untreated blank walls prohibited when seen from public streets, sidewalks or pathways – Where unavoidable: shall not exceed 40' or 20% of length of façade (whichever less) –
Roof Lines and Equipment	Roof lines to provide an architectural focal point. Equipment must be screened.

15.310.605 Minimum Building Height

Minimum building height requirements are utilized to enhance the pedestrian environment, create visual interest and provide for a consistent building scale.

A. Minimum Building Height.

1. The minimum building height within the Angle Lake Station Area shall be eighteen (18) feet.

B. Calculation of Minimum Building Height. The overall height of a building shall be measured from the average grade of the site to the top of the parapet of the highest habitable floor. Alternate roof structures shall be measured as per SMC15.110.070 Structure Height.

C. Maximum Structure Heights. For maximum structure heights for zone classifications within the Angle Lake Station Area, see the dimensional standards charts in SMC 15.400.100.

15.310.610 Street Level Design

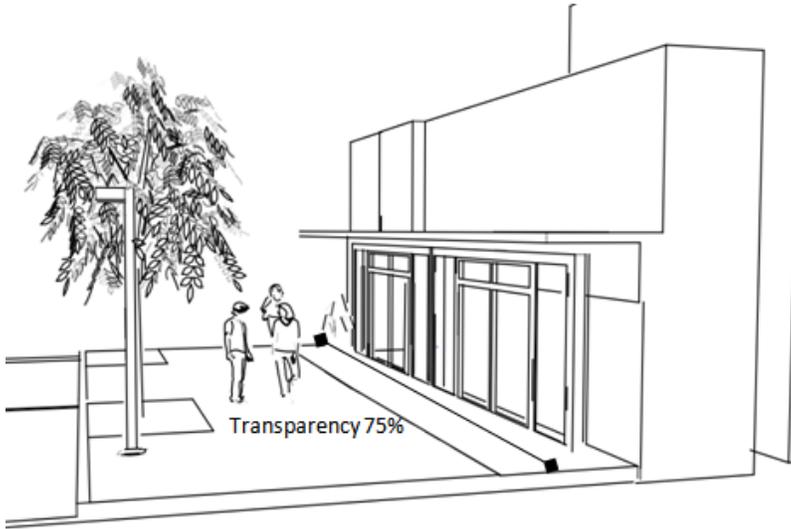
A. Ground Floor Transparency Requirements. Windows shall be provided at the street level along public and private streets to encourage a visual link between the business and passing pedestrians.

1. **Ground Floor Transparency.** Transparency requirements shall apply to the ground floor front building facades.
 - a. Windows shall cover at least sixty percent (60%) of the public street facing ground floor building wall area.
 - b. **District Center.** Windows shall cover at least seventy five percent

(75%) of the public street facing ground floor building wall area.

- c. **Residential Uses.** Transparency requirements shall not apply to portions of a residential building with residential units located at the ground floor.

Figure: DISTRICT CENTER, TRANSPARENCY REQUIREMENT



2. **Structured Parking.** Structured parking entrances that occupy a portion of the front façade, are exempt from the transparency requirement.

3. **Transparency Design Requirements.**

- a. Transparency requirements shall apply to that area of the ground floor building wall facing the street up to the finished ceiling height of the ground floor building space.
- b. Windows shall begin twelve (12) to thirty (30) inches above the finished grade of the ground floor building space.
- c. At the first floor building level, darkly tinted, mirrored, reflective or other types of glass or window treatments that diminish transparent are prohibited. Lightly tinted windows are allowed for nonretail ground floor uses.

- B. **Minimum Depth and Ceiling Heights for Street Level Nonresidential Uses.** Ground floor spaces of buildings intended for nonresidential uses that face public or private streets shall provide the following:

1. **Minimum Depth.** The leasable ground floor area shall extend in depth a minimum of twenty (20) feet from the exterior building facade.
2. **Minimum Ceiling Height.** The minimum clear interior floor to finished ceiling height standard for the ground floor portion of buildings, extending in depth a minimum of twenty (20) feet from the exterior building façade, shall be at least thirteen (13) feet for all street level building space.

C. **Pedestrian Weather Protection Along Building Facades.**

1. Building facades with ground floor retail/commercial or service uses shall be designed to provide for pedestrian weather protection through the use of awnings, canopies, colonnades, marquees, or building overhangs.
2. **Pedestrian Weather Protection Structure Design**
 - a. **Length.** Pedestrian weather protection structures shall extend along, at a minimum, sixty percent (60%) of the length of the street-facing facade with non residential ground floor uses.
 - i. **District Center.** Pedestrian weather protection structures shall extend along, at a minimum, seventy-five percent (75%) of the length of the street-facing façade with non residential ground floor uses.



Figure: IMAGE SHOWING WEATHER PROTECTION ACROSS THE FRONT BUILDING FACADE

- b. **Width.** Pedestrian weather protection structures shall extend a minimum of five (5) feet out from the building facade. The maximum

horizontal projection from the surface of the building shall be eight (8) feet or seventy-five percent (75%) of the distance to the curb face, whichever is less. Pedestrian weather protection structures shall be architecturally integrated with the ground level design of the building to which it is attached.

- c. **Signage.** All lettering, signs and graphics on weather protection structures must comply with SMC 15.600 Sign Code.
- d. **Height.** The minimum height of pedestrian weather protection structures shall be eight (8) feet and six (6) inches above the sidewalk surface. Weather protection structures shall not extend above the first floor ceiling of the building. Maintain a horizontal consistency by aligning the bottom edge of weather protection structures with those on adjacent buildings. Where the grade is sloping, maintain the average height above grade of adjacent weather protection structures.
- e. **Color/Material.** Coverings with visible corrugated metal or corrugated fiberglass are not permitted. Fabric, plastic and rigid metal awnings are acceptable if they meet the applicable standards.
- f. **Variety of Weather Protection.** Multitenant retail buildings may use a variety of weather protection features to emphasize individual storefronts and reduce the architectural scale of the building. Figure: VARIETY OF WEATHER PROTECTION demonstrates this.
- g. **Structured Parking.** Structured parking entrances that occupy a portion of the front façade, are exempt from the weather protection requirement.





3. **Pedestrian Weather Protection and Building Façade Landscaping.** Building facade landscaping shall not be required under pedestrian weather protection structures that meet the requirements of SMC15.310.610(B)(2) along public or private street frontages. Any facade landscaping that's is provided under pedestrian weather protection structures shall be of such width that a minimum four (4) feet of unobstructed walking area remains under the building awning, canopy, overhang, or other weather protection structure.
 - a. Building facade landscaping in front of a ground floor retail use shall be designed and maintained to avoid obscuring visibility of street-facing windows or limiting access to building entrances.

15.300.620 Pedestrian Building Entries

- A. **Primary Building Entries.** Primary building entries shall be designed to be clearly visible, safe and accessible from an adjacent public or private street through the incorporation of the following:

1. **Distinctive Entrance.** Incorporate two (2) or more of the following features:
 - a. Distinctive architectural elements such as a variation in the building footprint, roof form, or amount of transparent glazing;
 - b. Pedestrian-scaled ornamental lighting no greater than sixteen (16) feet in height;
 - c. Landscaping designed as entry focal point.



Figure: IMAGES SHOWING PRIMARY PEDESTRIAN ENTRANCES

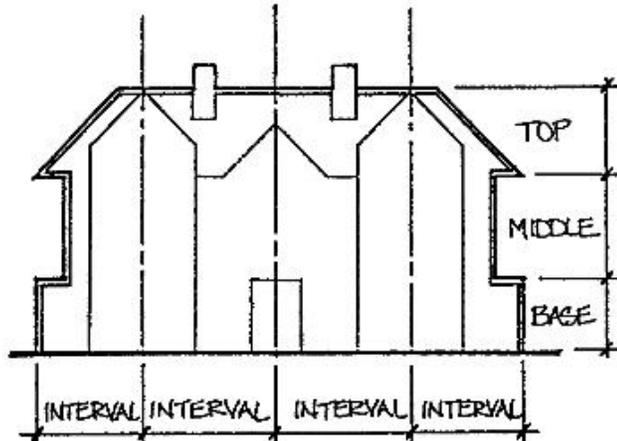
2. **Secondary Building Entrances.** Commercial buildings that have a secondary public entrance or access (for example, access from a parking lot) shall provide weather protection at least three (3) feet in depth over each secondary entry.

15.310.630 Building Facades

A. Character and Massing

1. Building facades one hundred (100) feet or greater in length shall incorporate vertical and/or horizontal variations in setback, material or fenestration design along the length of the applicable facade, in at least two (2) of the following ways listed below:
 - a. **Vertical Facade Changes.** In order to incorporate architectural variation within a project, a minimum of one (1) vertical facade change shall be provided at least every forty (40) feet over the length of the applicable facade, such as:
 - i. Varying the arrangement, proportioning and/or design of windows and doors;
 - ii. Incorporating changes in architectural materials; and/or
 - iii. c. Projecting forward or recessing back portions or elements of the applicable facade. Front facades incorporating a variation in building setback shall include within the setback such architectural elements as covered or recessed building entries, plazas or courtyards, storefront or bay windows, seating and/or planting areas.
2. **Horizontal Facade Changes.** In order to differentiate the ground floor from upper floors, a minimum of one (1) horizontal facade change shall be provided, such as:
 - a. Stepping back the upper floors from the ground floor building facade;

- b. Changing materials between the building base and upper floors;
- c. Including a continuous cornice line between the ground floor and upper floors.



B. Treatment of Blank Walls

1. Untreated blank walls visible from public streets, sidewalks, or interior pedestrian pathways shall be prohibited.
2. **Definition.** The definition of a “blank wall” is any wall or portion of a wall that is visible from a street or pedestrian corridor and is without a ground level window, door or facade opening.
3. Where blank wall sections are unavoidable due to the requirements of structural needs, they shall not exceed a length of forty (40) feet, or twenty percent (20%) of the length of the facade, whichever is less.
4. **Design Treatments.** In order to increase pedestrian comfort and interest, subject to approval by the Director, blank wall sections of allowed lengths shall provide two (2) or more of the following special design treatments up to at least the finished ceiling height of the first floor building space:
 - a. A minimum of one (1) piece of public art, shall be included for every fifty (50) feet of enclosed length. Artwork may include, but is not limited to, the following suggestions:
 - i. Artistic wall treatments, such as painted murals, bas-relief murals, trompe l’oeil, photographic montages, or mosaics, on at least fifty percent (50%) of the blank wall surface;

- ii. Neon lighting sculptures or other artistic lighting displays, provided they do not meet the definition of a sign in Chapter 15.600 SMC, Sign Code;
- b. Provide a decorative masonry pattern, or other architectural feature, over at least fifty percent (50%) of the blank wall surface; and/or
- c. Employ small setbacks, projections, indentations, or intervals of material change to break up the wall's surface.

15.310.640 Roof Lines and Equipment

A. **Roof Lines.** In order to provide a visual terminus to the tops of Angle Lake Station Area buildings and soften rectilinear forms, roof designs must conform to one (1) of the following options:

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

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

1. A concealing roof line;
2. A terraced facade;
3. A screening wall or grillwork directly surrounding the equipment;

4. Sufficient setback from the facade edge to be concealed from ground level view.

15.310.700 Mixed Use and Multi-Family Development Standards

15.310.710 Mixed Use Development Standards

Purpose: Incorporate a mixture of different types of uses in one (1) structure or in close proximity to encourage pedestrian circulation, maximize site development potential and create an active environment. Design ground floors to accommodate commercial uses that benefit from a high degree of pedestrian activity while upper floors are encouraged to be devoted to residential uses. The following regulations shall supersede the mixed use standard in SMC 15.520.300 Residential Mixed Use Standards, and shall apply to Angle Lake developments proposing land uses specified as being part of a residential mixed use development in SMC 15.310.055 Angle Lake Overlay District Use Chart.

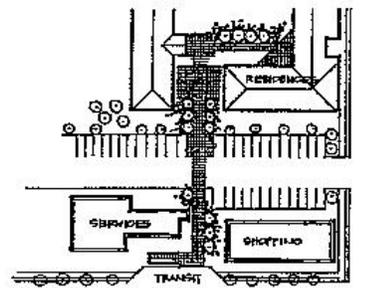
15.310.720 Definition of Mixed Use

Mixed use refers to the combining of retail/commercial and/or service uses located on the ground floor with residential use in the same building or on the same site in one (1) of the following ways:

- A. **Vertical Mixed Use.** A single structure with the above floors used for residential use and a portion of the ground floor for retail/commercial or service uses.
- B. **Horizontal Mixed Use – Attached.** A single structure which provides retail/commercial or service use in the portion fronting the public or private street with attached residential uses behind.
- C. **Horizontal Mixed Use – Detached.** Two (2) or more structures on one (1) site which provide retail/commercial or service uses in the structure(s) fronting the public or private street, and residential uses in separate structure(s) behind or to the side.



VERTICAL MIXED USE.



HORIZONTAL MIXED USE -- DETACHED

C.

15.310.740 Multi-Family 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.

- A. Multi-family development within the Angle Lake Station Area Overlay District shall meet the requirements of SMC 15.510 Chapter Multi-Family Design Standards. Additionally, the following sections of the Angle Lake Station Area Overlay District standards shall apply to projects as stated below:

1. The following standards shall apply to all multi-family projects in the Angle Lake Station Area Overlay District:

Circulation:

- SMC 15.310.100 Circulation
- SMC 15.310.110 Vehicular Circulation Requirements
- SMC 15.310.120 Pedestrian Circulation Requirements

Site Planning:

- SMC 15.310.200 Site Planning and Building Orientation
- SMC 15.310.210 Building Placement/Setbacks
- SMC 15.310.220 Development Abutting Two (2) or More Street Frontages
- SMC 15.310.250 The Layout and Width of Street front Pedestrian Zone
- SMC 15.310.260 Driveway Design
- SMC 15.310.280 Exterior Lighting

Parking:

- SMC 15.310.400 Parking Standards
- SMC 15.310.410 Off-Street Parking Requirements and Reductions
- SMC 15.310.440 General Parking Design and Construction Standards
- SMC 15.310.450 Surface Parking
- SMC 15.310.460 Structured Parking

2. The following standards shall apply only to ground floor commercial in mixed use residential projects:

Building Design:

- SMC 15.310.610 Street Level Design
- SMC 15.310.620 Pedestrian Building Entries
- SMC 15.310.630 Treatment of Blank Walls

Open Space:

- SMC 15.310.300 Open Space and Amenities
- SMC 15.310.310 Minimum Open Space Area Required
- SMC 15.310.320 Front Yard Open Space

Mixed Use:

- SMC 15.310.710 Mixed Use Development Standards
- SMC 15.310.720 Definition of Mixed Use

15.310.800 Additional Standards

15.310.810 Fences

- A. Fences over four (4) feet in height or other features that form continuous visual barriers or block views to the windows of a ground level retail/commercial or service are prohibited within the front yard setback.
- B. **Prohibited Fences.** The following types of fences and/or materials are prohibited. Utility sub stations are exempt from this provision:
 - 1. Barbed wire/razor wire
 - 2. Electric fences
 - 3. Chain link fences of any type are not permitted on any street frontage except as follows:
 - a. To secure a site during construction; or
 - b. In connection with any approved temporary or special event use
- C. **Multi-Family Buildings.** Multi-family developments, excluding residential mixed use structures, may have fences to a height of four (4) feet within the front yard setback.

15.310.850 Signs

Signs shall be regulated per SMC 15.600 Sign Code.

15.300.900 Development Incentives

Development incentives listed in SMC 15.425 Development Incentives, are not applicable within the Angle Lake District.

Exhibit B

SMC Chapter 15.445.210

LANDSCAPING STANDARDS CHART

15.445.210 Landscaping Standards Chart

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
ANIMALS						
Butterfly/Moth Breeding	III/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Kennel/Cattery	IV/10 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Stables	N/A	N/A	N/A	N/A	N/A	
Veterinary Clinic	IV/10 ft.	V/5 ft.	III/5 ft.	N/A	N/A	
BUSINESS SERVICES						
Airport Support Facility	IV/10 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Commercial/Industrial Accessory Uses	II/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Conference/Convention Center	IV/10 ft.	V/5 ft.	I/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Construction/Trade	III/10 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Construction/Landscaping Yard	III/10 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes. See SMC

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
						15.445.240
Distribution Center/Warehouse	II/10 ft.	V/5ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Equipment Rental, Large	III/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Equipment Rental, Small	IV/10 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Equipment Repair, Large	II/10 ft.	V/5 ft.	II/5 ft.	II/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Equipment Repair, Small	II/10 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Helipad/Airport Facility	I/10 ft.	N/A	I/10 ft.	I/20 ft. (1)	N/A	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Landscaping Business	II/10 ft.	V/5 ft.	II/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Professional Office	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
						buffering purposes. See SMC 15.445.240.
Storage, Self-Service	III/10 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Truck Terminal	II/10 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
CIVIC & INSTITUTIONAL						
Cemetery	IV/20 ft.	N/A	N/A	N/A	N/A	
City Hall	IV/10 ft.	V/5 ft.	III/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Court	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Fire Facility	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Funeral Home/Crematory	IV/10 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Police Facility	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Public Agency Office	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Public Agency Yard	III/20 ft.	V/5 ft.	III/5 ft.	II/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Public Archives	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Social Service Office	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
EDUCATIONAL						
College/University	IV/10 ft.	V/5 ft.	IV/10 ft.	N/A	Yes	
Elementary/Middle School	IV/10 ft.	V/5 ft.	IV/5 ft.	N/A	Yes	
High School	IV/10 ft.	V/5 ft.	IV/10 ft.	N/A	Yes	
Specialized Instruction School	IV/10 ft.	V/5 ft.	IV/10 ft.	N/A	Yes	
Vocational/Technical School	IV/10 ft.	V/5 ft.	IV/10 ft.	N/A	Yes	
HEALTH AND HUMAN SERVICES						
Day Care I	N/A	N/A	N/A	N/A	N/A	
Day Care II	IV/10 ft.	V/5 ft.	III/5 ft.	N/A	Yes	
Halfway House	II/20 ft.	V/5 ft.	II/10 ft.	II/20 ft.	Yes	
Hospital	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Medical/Dental Lab	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Medical Lab	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes
Medical Office/Outpatient Clinic	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Miscellaneous Health	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Opiate Substitution Treatment Facility	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Overnight Shelter	II/20 ft.	V/5 ft.	II/20 ft.	I/20 ft.	Yes	
Secure Community Transition Facility	I/10 ft.	V/5 ft.	I/10 ft.	I/20 ft. (1)	Yes	Requirements listed here are the minimum standards. Final landscape requirements shall be determined upon review of a site plan, based on CPTED and public safety principles, by the Director in consultation with the Police Chief (1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. See SMC 15.445.240.
Transitional Housing	II/20 ft.	V/5 ft.	III/5 ft.	I/15 ft.	Yes	
MANUFACTURING						
Aerospace Equipment	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Apparel/Textile Products	II/20 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Batch Plant	I/20 ft.	V/5 ft.	I/20 ft.	I/35 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Biomedical Products Facility	III/15 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Chemical/Petroleum Products	I/10 ft.	V/5 ft.	I/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Commercial/Industrial Machinery	II/10 ft.	V/5 ft.	II/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Computer/Office Equipment	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Electronic Assembly	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Fabricated Metal Products	I/10 ft.	V/5 ft.	I/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Food Processing	III/20 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Furniture/Fixtures	III/15 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Laboratories, Research, Development & Testing	III/10 ft.	V/5 ft.	II/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Manufacturing, Light Misc.	III/10 ft.	V/5 ft.	II/10 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Winery/Brewery/Distillery	III/15 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Micro-Winery/Brewery/Distillery	III/15 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes.
Off-Site Hazardous Waste Treatment and Storage Facilities	II/10 ft.	V/5 ft.	II/10 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Paper Products	III/15 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Primary Metal Industry	I/10 ft.	V/5 ft.	I/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Printing/Publishing	III/15 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Recycling Processing	II/20 ft.	V/5 ft.	I/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Rubber/Plastic/Leather/ Mineral Products	I/10 ft.	V/5 ft.	I/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Textile Mill	II/20 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Wood Products	II/20 ft.	V/5 ft.	II/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Assembly and Packaging	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes.
Manufacturing and fabrication, Light	III/10 ft.	V/5 ft.	II/10 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes.
Manufacturing and fabrication, Medium	III/15 ft.	V/5 ft.	II/5 ft.	I/10 ft.(1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes.
MOTOR VEHICLE RELATED						
Auto/Boat Dealer	III/10 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Auto Service Center	II/10 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Auto Supply Store	III/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Auto Wrecking	II/10 ft.	N/A	I/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Commercial Marine Supplies	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Electric Vehicle Infrastructure - Battery Exchange Station and Level 3 Rapid Charging Station Only	III/5 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	Required for rapid charging station only if it is a primary use on the property. (1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Fueling/Service Station	III/5 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)(2)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes. (2) See applicable standards in SMC 15.415.100 Fueling/Service Stations
Public/Private Parking	III/10 ft.	V/5 ft.	II/10 ft.	II/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Tire Retreading	I/20 ft.	V/5 ft.	I/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Towing Operation	II/10 ft.	N/A	I/5 ft.	I/10 ft. (1)	N/A	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Vehicle Rental/Sales	IV/10 ft.	V/5 ft.	II/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Vehicle Rental/Sales, Large	IV/10 ft.	V/5 ft	II/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes.
Vehicle Repair, Large	II/10 ft.	V/5 ft.	II/10 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Vehicle Repair, Small	II/10 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
RECREATIONAL AND CULTURAL						
Amusement Park	IV/20 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Community Center	II/10 ft.	N/A	N/A	N/A	Yes	
Drive-In Theater	IV/20 ft.	N/A	1/5 ft.	1/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Golf Course	N/A	N/A	N/A	N/A	Yes	
Health Club	IV/10 ft.	V/5 ft	III/5 ft.	I/10 ft.	Yes	
Library	IV/10 ft.	N/A	III/5 ft.	N/A	Yes	
Museum	IV/10 ft.	N/A	II/10 ft.	N/A	Yes	
Park	N/A	N/A	N/A	N/A	N/A	
Recreational Center	IV/10 ft.	V/5 ft.	IV/5 ft.	II/10 ft.	Yes	
Religious Use Facility	IV/10 ft.	N/A	N/A	I/10 ft.	Yes	
Religious Use Facility, Accessory	IV/10 ft.	N/A	N/A	I/10 ft.	Yes	
Sports Club	IV/10 ft.	V/5 ft.	IV/5 ft.	II/10 ft.	Yes	
Stadium/Arena/Auditorium	IV/20 ft.	V/5 ft.	II/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
RESIDENTIAL						
College Dormitory	IV/10 ft.	N/A	IV/5 ft.	II/10 ft.	Yes	
Duplex	N/A	N/A	N/A	N/A	N/A	See SMC 15.505.500, Townhouse and Duplex

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
						Landscaping and Screening
Dwelling Unit, Detached	N/A	N/A	N/A	N/A	N/A	
Manufactured/Modular Home (HUD)	N/A	N/A	N/A	N/A	N/A	
Mobile Home (nonHUD)	N/A	N/A	N/A	N/A	N/A	
Mobile Home Park	II/20 ft.	N/A	I/20 ft.	N/A	N/A	
Multi-Family	III/20 ft. (1)	IV/5 ft.	III/5 ft.	I/15 ft.	Yes	(1) Pursuant to design standards for Multi-Family Housing, SMC Ch 15.510
Townhouse	III/20 ft. (1)	V/5 ft.	III/10 ft.	II/15 ft. (1)	Yes (over 3 units)	(1) See SMC 15.505.500, Townhouse and Duplex Landscaping
RESIDENTIAL, RETIREMENT & ASSISTED LIVING						
Assisted Living Facility	III/20 ft.	V/5 ft.	III/5 ft.	I/15 ft.	Yes	
Community Residential Facility I	N/A	N/A	N/A	N/A	N/A	
Community Residential Facility II	II/20ft.	V/5 ft.	III/5 ft.	I/5 ft.	Yes	
Continuing Care Retirement Community	III/10 ft.	V/5 ft.	III/5 ft.	I/5 ft.	Yes	
Convalescent Center/Nursing Home	II/20 ft.	V/5 ft.	II/15 ft.	N/A	Yes	
Retirement Apartments	III/10 ft.	V/5 ft.	III/5 ft.	I/5 ft.	Yes	
RESIDENTIAL, ACCESSORY						
Home Occupation	N/A	N/A	N/A	N/A	N/A	
Shed/Garage	N/A	N/A	N/A	N/A	N/A	
RETAIL and COMMERCIAL						
Agricultural Crop Sales (Farm Only)	III/5 ft.	N/A	II/5 ft. (1)	II/10 ft (1)(2)	Yes (1)	(1) Does not apply in the residential zone. (2) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Antique/Secondhand Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Apparel/Accessory Store	III/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Arcade (Games/Food)	IV/10 ft.	N/A	IV/5 ft.	II/10 ft.	Yes	
Beauty Salon/Personal Grooming Service	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Coffee Shop/Retail Food Shop	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Department/Variety Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes.
Drug Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Mobile Vending	N/A	N/A	N/A	N/A	N/A	
Dry Cleaner	IV/10 ft.	V/5 ft.	III/5 ft.	II/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Fabric Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Financial Institution	IV/10 ft.	V/5 ft.	IV/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Florist Shop	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Food Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Forest Products	II/10 ft.	V/5 ft.	I/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes
Furniture Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Hardware/Garden	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes
Hobby/Toy Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Jewelry Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Laundromat	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Liquor Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Media Material	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Other Retail Uses	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Pet Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Photographic and Electronic Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Produce Stand	IV/5 ft.	N/A	IV/5 ft.	N/A	N/A	
Restaurant	IV/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes
Restaurant, Fast Food	IV/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UH-900, 1800, or MHP) for buffering purposes
Retail, Big Box	IV/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes
Retail, General	IV/10 ft.	V/5 ft.	III/5 ft.	I/10 ft. (1)	Yes	(1) Adjacent to single-family or multi-family zones (UL, UM, UH, or MHP) for buffering purposes
Sexually-Oriented Business	IV/10 ft.	V/5 ft.	II/6 ft.	N/A	Yes	
Sporting Goods and Related Stores	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Tavern	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Entertainment Club	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Theater	II/20 ft.	N/A	I/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Wholesale/Bulk Store	IV/10 ft.	V/5 ft.	III/5 ft.	II/10 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
RETAIL & COMMERCIAL, LODGING						

LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FAÇADE IF >30 FT. HIGH OR >50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE (See SMC 15.445.250)	ADDITIONAL REGULATIONS
Bed and Breakfast	N/A	N/A	N/A	N/A	N/A	
Hostel	III/10 ft.	V/5 ft.	III/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Hotel/Motel and Associated Uses	III/10 ft.	V/5 ft.	III/5 ft.	I/20 ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
UTILITIES						
Communications Facilities	II/10 ft. I/10 ft. (1)	N/A	II/5 ft. I/10 ft. (1)	II/5 ft. I/10 ft. (1)	N/A	(1) Type II landscaping applies in high intensity zones. Type I landscaping applies in low intensity zones. See SMC 15.480.090(G).
Utility Substation	I/10 ft.	N/A	I/10 ft.	N/A	N/A	
Utility Use	III/10 ft.	V/5 ft.	IV/10ft.	II/10ft. (1)	Yes	(1) Adjacent to single-family (UL or UM) zones for buffering purposes.
Wireless Communications Facilities	II/10 ft. I/10 ft. (1)	N/A	II/5 ft. I/10 ft. (1)	II/10 ft. (2)	N/A	(1) Type II landscaping applies in high intensity zones. Type I landscaping applies in low intensity zones. See SMC 15.480.090(G). (2) Adjacent to residential or park zones for buffering purposes.

Exhibit C

SMC Chapter 15.455.120

Parking Chart for Required Off-Street Spaces



15.455.120 Parking Chart for Required Off-Street Spaces

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
ANIMALS		
Butterfly/Moth Breeding	1 per 250 sf of office/retail area	
Kennel/Cattery	1 space per 12 animal enclosures 1 space per 250 sf of retail sales area 2 spaces for a dwelling unit	
Stables	1 per 2 stalls	
Veterinary Clinic	1 per 300 sf of building area	
BUSINESS SERVICES		
Airport Support Facility	1 per 250 sf	
Commercial/Industrial Accessory Uses	1 per 300 sf	
Conference/Convention Center	1 per 3 fixed seats, plus 1 per 40 sf for assembly areas without fixed seats	
Construction/Trade	1 per 250 sf of office	
Construction/Landscaping Yard	1 per 250 sf of office	
Distribution Center/Warehouse	1 per 250 sf of office, plus 1 per 3,500 sf of storage areas	
Equipment Rental, Large	1 per 250 sf of building	
Equipment Rental, Small	1 per 250 sf of building	
Equipment Repair, Large	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas	
Equipment Repair, Small	1 per 250 sf of building	
Helipad/Airport and Facilities	Helipad: 4 per pad Airport: 1 per 500 sf of building	
Landscaping Business	1 per 250 sf of office/storage area	
Professional Office	1 per 300 sf of office building	
Storage, Self Service	1 per employee (designated), plus 3 for customers	
Truck Terminal	1 per 250 sf of office or 1 per employee, whichever is greater	
CIVIC & INSTITUTIONAL		
Cemetery	1 per 40 sf of chapel area, plus 1 per employee	
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	

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
Court	1 per employee, plus 1 per 40 sf of fixed seats or assembly areas	
Fire Facility	1 per employee, plus 1 per 100 sf of public office areas	
Funeral Home/Crematory	1 per 40 sf of chapel area, plus 1 per employee	
Police Facility	1 per employee, plus 1 per 100 sf of public office areas	
Public Agency Office	1 per 250 sf	
Public Agency Yard	1 per 200 sf, plus 1 per 1,000 sf of indoor storage or repair areas	
Public Archives	1 per employee, plus 1 per 400 sf of waiting/review areas	
Social Service Office	1 per 250 sf	
EDUCATIONAL		
College/University	1 per employee, 0.7 per student	
Elementary-Middle School Jr. High	1 per 50 students, 1 per faculty member	
High School	1 per 35 students, 1 per faculty member	
Specialized Instruction School	1 per employee, 1 per 2 students	
Vocational/Technical School	1 per employee, 1 per 10 students	
HEALTH AND HUMAN SERVICES		
Day Care I	2 per facility, plus 1 per employee	
Day Care II	2 per facility (minimum), plus 1 per employee, and 1 load/unload space per every 10 children	
Halfway House	Parking Plan based on population served and projected needs should be submitted and approved by the Director	
Hospital	1 per bed plus 5 per each 2 employees	
Medical/Dental Lab	1 per 300 sf of building	
Medical Lab	1 per 300 sf of building	
Medical Office/Outpatient Clinic	1 per 275 sf of building	
Miscellaneous Health	1 per 300 sf of building	
Overnight Shelter	Parking Plan based on population served and projected needs should be submitted and approved by the Director	
Opiate Substitution Treatment Facility	1 per 275 sf of building, unless modified by a parking plan as part of the CUP-EPF process	

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
Secure Community Transition Facility	1 per employee, plus 0.5 per resident for visitor parking	
Transitional Housing	Parking Plan based on population served and projected needs should be submitted and approved by the Director	
MANUFACTURING		
Aerospace Equipment	1 per employee, plus 1 per 500 sf of building	
Apparel/Textile Products	1 per employee, plus 1 per 500 sf of building	
Batch Plants	1 per employee, plus 1 per 500 sf of building	
Biomedical Production Facility	1 per 500 sf of gross floor area, plus 1 space per employee	
Chemical/Petroleum Products	1 per employee, plus 1 per 500 sf of building	
Commercial/Industrial Machinery	1 per employee, plus 1 per 500 sf of building	
Computer/Office Equipment	1 per employee, plus 1 per 500 sf of building	
Electronic Assembly	1 per employee, plus 1 per 500 sf of building	
Fabricated Metal Products	1 per employee, plus 1 per 500 sf of building	
Food Processing	1 per employee, plus 1 per 500 sf of building	
Furniture/Fixtures	1 per employee, plus 1 per 500 sf of building	
Laboratories, Research, Development & Testing	1 per 300 sf	
Manufacturing, Light Misc.	1 per employee, plus 1 per 500 sf of building	
Winery/Brewery/Distillery	1 per employee, plus 1 per 40 sf of tasting area	
Micro-Winery/Brewery/Distillery	1 per employee, plus 1 per 40 sf of tasting area	
Off-Site Hazardous Waste Treatment and Storage Facilities	1 per employee, plus 1 per 500 sf of building	
Paper Products	1 per employee, plus 1 per 500 sf of building	
Primary Metal Industry	1 per employee, plus 1 per 500 sf of building	
Printing/Publishing	1 per employee, plus 1 per 500 sf of building	
Recycling Processing	1 per 1,000 sf or 1 per employee, whichever is greater	
Rubber/Plastic/Leather/ Mineral Products	1 per employee, plus 1 per 500 sf of building	
Textile Mill	1 per employee, plus 1 per 500 sf of building	
Wood Products	1 per employee, plus 1 per 500 sf of building	
Assembly and Packaging	1 per employee, plus 1 per 500 sf of building	
Manufacturing and fabrication, Light	1 per employee, plus 1 per 500 sf of building	

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
Manufacturing and fabrication, Medium	1 per employee, plus 1 per 500 sf of building	
MOTOR VEHICLE RELATED		
Auto/Boat Dealer	1 per 300 sf of building, plus 1 per employee	-
Auto Service Center	4 spaces, plus 6 stacking spaces	
Auto Supply Store	1 per 250 sf of leasable space	
Auto Wrecking	1 per employee (designated), plus 3 for customers	
Commercial Marine Supply	1 per 1,000 sf of gross floor area, plus 1 space per employee	
Electric Vehicle Infrastructure – Battery Exchange Station and Rapid Charging Station Only	1 per employee 0.65 spaces per rapid charging station space for customers waiting to use rapid charging station (Required only if the use is the primary use on the property)	
Fueling/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	
Public/Private Parking	1 per employee (designated)	
Tire Retreading	1 per employee, plus 1 per 500 sf of building	
Towing Operation	1 per employee (designated)	
Vehicle Rental/Sales	1 per 300 sf of building, plus 1 per employee plus a minimum of 3,000 sf of display area	
Vehicle Rental/Sales, Large	1 per 300 sf of building, plus 1 per employee plus a minimum of 3,000 sf of display area	
Vehicle Repair, Large	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas	
Vehicle Repair, Small	2 spaces per service bay	
RECREATIONAL and CULTURAL		
Amusement Park	1 per 200 sf of area within enclosed buildings, plus 1 for every 3 persons that the outdoor facilities are designed to accommodate at maximum capacity	
Community Center	1 per 400 sf of building, plus 1 per employee	
Drive-In Theater	---	-
Golf Course	3 per hole, plus 1 per employee	
Health Club	1 per 150 sf of leasable space	

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
Library	1 per 200 sf of building	
Museum	1 per 200 sf of building	
Park	1 space for each 3 users at maximum utilization	
Recreational Center	1 per 400 sf of building	
Religious Use Facility	1 per 4 fixed seats, or 1 per 40 sf of gfa used for assembly purposes without fixed seats	
Religious Use Facility Accessory	1 per 500 gsf	
Sports Club	1 per 100 sf of building plus 1 per 4 fixed seats if tournaments or competitions are held at the sports club. If tournaments or competitions are proposed, a traffic control plan, approved by the City, shall be submitted.	If bench or pew seating is used, each twenty-four (24) lineal inches of bench or pew seating shall be considered as a separate seat
Stadium/Arena	1 per 3 fixed seats, plus 1 per employee	
EXCEPTIONS		
Bowling Center	5 per lane, plus 1 per employee	
Golf Driving Range	1 per tee, plus 1 per employee	
RESIDENTIAL		
College Dormitory	1.5 per bedroom	
Duplex	1.25 per dwelling unit	These ratios may be reduced with proof of viable HCT linkage/station pursuant to the determination of the Director. The overall ratio may not be lowered more than ten percent (10%).
Dwelling Unit, Detached	2 per dwelling unit	These ratios may be reduced with proof of viable HCT linkage/station pursuant to the determination of the Director. The overall ratio may not be lowered more than ten percent (10%).
Manufactured/Modular Home (HUD)	2 per dwelling unit	
Mobile Home (nonHUD)	2 per dwelling unit	
Mobile Home Park	2 per dwelling unit	
Multi-Family	Studio Unit: 1 per dwelling unit 1 Bedroom Unit: 1.5 per dwelling unit 2-3 Bedroom Unit: 2 per dwelling unit	These ratios may be reduced with proof of viable HCT linkage/station pursuant to the determination of the Director. The overall ratio may not be lowered more than ten percent (10%).

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
Townhouse	2 per dwelling unit, plus 0.25/unit for visitor parking	These ratios may be reduced with proof of viable HCT linkage/station pursuant to the determination of the Director. The overall ratio may not be lowered more than ten percent (10%).
RESIDENTIAL, RETIREMENT & ASSISTED LIVING		
Assisted Living Facility	0.25 per unit/room	
Community Residential Facility I	2 per dwelling unit	
Community Residential Facility II	Parking plan based on population served and projected needs should be submitted and approved by the City Manager, or designee.	
Continuing Care Retirement Community	0.25 per assisted living unit/room 0.75 per retirement apartment dwelling unit 1 per 5 beds for convalescent/nursing care	
Convalescent Center/Nursing Home	1 per 5 beds	
Retirement Apartments	0.75 per dwelling unit	
RESIDENTIAL, ACCESSORY		
Accessory Dwelling Unit (ADU)	1 per accessory dwelling unit 2 per accessory dwelling units greater than 600 square feet in area	Minimum spaces required in addition to spaces required for existing single-family residences.
Home Occupation	---	
Shed/Garage	---	
RETAIL and COMMERCIAL		
Agricultural Crop Sales (Farm Only)	1 per 250 sf of leasable space	
Antique/Secondhand Store	1 per 250 sf of leasable space	
Apparel/Accessory Store	1 per 250 sf of leasable space	
Arcade (Games/Food)	1 per 250 sf of building	
Beauty Salon/Personal Grooming Service	1 per 200 sf of gross floor area	
Department/Variety Store	1 per 250 sf of leasable space	
Drug Store	1 per 250 sf of leasable space	
Dry Cleaner	1 per 250 sf of building	
Espresso Stand	1 per 150 sf of gross floor area ,plus 3 stacking spaces with drive-through	
Fabric Store	1 per 250 sf of leasable space	
Mobile Vending	To be assessed at time of application and subject to evaluation of onsite circulation.	

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
Restaurant	1 per 150 sf of leasable space	
Fast Food/Restaurant	1 per 150 sf of leasable space (plus 5 stacking spaces with drive-through)	
Retail, Big Box	1 per 250 sf of leasable space	
Retail, General	1 per 250 sf of leasable space	
Financial Institution	1 per 250 sf, plus 5 stacking spaces	
Florist Shop	1 per 250 sf of leasable space	
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	
Forest Products	1 per employee	
Furniture Store	1 per 300 sf of building	
Hardware/Garden Material	1 per 250 sf of leasable space	
Hobby/Toy Store	1 per 250 sf of leasable space	
Jewelry Store	1 per 250 sf of leasable space	
Laundromat	1 per 250 sf of leasable space	
Liquor Store	1 per 250 sf of leasable space	
Media Material	1 per 250 sf of leasable space	
Other Retail Uses	1 per 250 sf of gross floor area	
Pet Store	1 per 250 sf of leasable space	
Photographic and Electronic Store	1 per 250 sf of leasable space	
Produce Stand	1 per 250 sf of gross floor area, plus 1 per employee	
Coffee Shop/Retail Food Shop	1 per 250 sf of leasable space	
Sexually-Oriented Business	---	
Sporting Goods and Related Stores	1 per 250 sf of leasable space	
Theater	1 per 3 fixed seats, plus 1 per employee	
Entertainment Club	1 per 250 sf of leasable space	
Tavern	1 per 250 sf of leasable space	
Wholesale/Bulk Store	1 per 250 sf of leasable space	
RETAIL & COMMERCIAL, LODGING		
Bed and Breakfast	1 per bedroom, plus 2 for residents	
Hostel	0.5 per bed	
Hotel/Motel and Associated Uses	Basic Guest and Employee (no shuttle service): 0.9 per bedroom Basic Guest and Employee (with shuttle service) 0.75 per bedroom With restaurant/lounge/bar: 1 per 150 gsf	

LAND USE	MINIMUM SPACES REQUIRED	ADDITIONAL REGULATIONS
	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 gsf	
UTILITIES		
Communications Facility	1 per 250 sf	
Utility Substation	1 per substation site	
Utility Use	1 per 250 sf	

ORDINANCE NO. **16-1010**

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

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

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

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

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

WHEREAS, the City has chosen to modify the emergency management leadership structure;

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

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

Chapter 2.75

EMERGENCY MANAGEMENT

Sections:

2.75.010 Purpose.

2.75.020 Emergency management policy.

2.75.030 Definitions.

2.75.040 Emergency management organization.

2.75.050 Emergency operations plan.

2.75.060 Emergency or disaster powers of the Mayor or Successor.

2.75.070 Emergency and disaster powers of the Emergency Management Director.

2.75.080 Functions and duties of departments and employees.

2.75.090 Private liability.

2.75.100 Penalty.

2.75.110 Compensation Board.

2.75.120 Severability.

2.75.010 Purpose.

The declared purposes of this chapter are to provide for the preparation and implementation of plans for mitigation, preparedness, response and recovery activities within the City in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of the City and other affected public agencies and private persons, corporations and organizations. Any expenditures made in connection with such emergency management activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City. (Ord. 13-1005 § 1 (part): Ord. 07-1007 § 1: Ord. 96-1021 § 1)

2.75.020 Emergency management policy.

It is the policy of the City to make effective preparation and use of staffing, resources, and facilities for dealing with any emergency or disaster that may occur. Emergencies and disasters, by their very nature, may disrupt or destroy existing systems and the capability of the City to respond to protect life, public health and property. Therefore, citizens are advised to be prepared to be without public services or utilities for up to a minimum of five days should an emergency or disaster occur. (Ord. 13-1005 § 1 (part): Ord. 07-1007 § 1: Ord. 96-1021 § 1)

2.75.030 Definitions.

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

B. "Emergency or disaster" as used in this chapter shall mean an event or set of circumstances which: (1) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken area within the City overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the Mayor proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local ordinances and State statute. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.040 Emergency management organization.

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

B. The Emergency Management Director shall have direct responsibility for the organization, administration and operation of the emergency management program for the City.

C. The Emergency Management Director shall be the Public Works Director. The Emergency Management Director shall develop and maintain the emergency operations plan and program and shall have such other duties as may be added by amendment to this chapter.

D. The Deputy Emergency Management Director shall be the Chief of Police. The Deputy Emergency Management Director shall exercise the powers and perform the duties of the Emergency Management Director during his/her absence or disability. In the absence of the Deputy Emergency Management Director, the position shall be filled by the Parks, Recreation and Facilities Director.

E. A Leadership Team is hereby created and chaired by the City Manager to coordinate with the ECC and the Policy Group to resolve or implement policy issues and priorities. The Team shall consist of, but not limited to, the City Manager, , and department heads.

F. A Policy Group is hereby created to provide direction and policy making decisions to the Emergency Coordination Center during and after a disaster has occurred in the City of SeaTac. The Policy Group will consist of the Mayor, Deputy Mayor and Councilmembers. The Mayor shall designate one Councilmember as the official recordation person for the group. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.050 Emergency operations plan.

The emergency operations plan, prepared under the direction of the Emergency Management Director, is the official emergency operations plan of the City of SeaTac. The Emergency Management Director shall file a copy of said plan in the office of the City Clerk, and distribute copies of said plan to appropriate City departments. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.060 Emergency or disaster powers of the Mayor or successor.

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

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

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

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

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

E. In order to assure continuity of government and succession authority and lines of communications, it is necessary to define the succession lines for the Mayor if he/she is not available or incapacitated during an emergency or disaster. In the event the Mayor is incapacitated or absent during an emergency or disaster, the Deputy Mayor shall assume the responsibilities of the Mayor. In the event the Deputy Mayor is incapacitated or absent during a disaster, then the Council may appoint any qualified Councilmember to serve as Mayor and he/she shall assume the responsibilities of the Mayor. This does not preclude the powers of the Emergency Management Director to proclaim an emergency or disaster in the event it is immediately needed in order to save lives and property in the City of SeaTac. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.070 Emergency and disaster powers of the Emergency Management Director.

The Emergency Management Director is hereby empowered:

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

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

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

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

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

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

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

H. To requisition necessary personnel or material of any City department or agency with concurrent notification to the City Manager or designee. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.080 Functions and duties of departments and employees.

All City departments, and all officers and employees thereof, are hereby assigned the powers and duties set forth in the emergency operations plan referenced in SMC 2.75.050. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.090 Private liability.

No individual, firm, association, corporation or other party owning, maintaining or controlling any building or premises, who voluntarily and without compensation grants to the City a license or privilege or otherwise permits said City to inspect, designate and use the whole or any part or parts of such building or premises for the purpose of sheltering persons during an actual, impending, mock or practice emergency or disaster, or their successors in interest, or the agents or employees of any of them, shall be subject to liability for injuries sustained by any person while in or upon said building or premises as a result of any act or omission in connection with the upkeep or maintenance thereof, except a willful act of negligence, when such a person has entered or gone into or upon said building or premises for the purpose of seeking refuge therein during an emergency or disaster or an attack by enemies of the United States or during a disaster drill, exercise or test ordered by a lawful authority. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.100 Penalty.

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

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

B. Wear, carry or display, without authority, any means of identification specified by the emergency management agency of the City. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.110 Compensation Board.

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

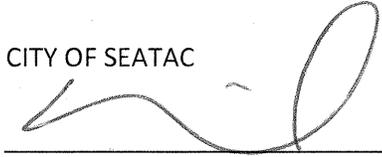
coordinator of medical and health services. The Councilmember shall serve as the chair of the Compensation Board and the City Manager shall serve as the secretary of the Board. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

2.75.120 Severability.

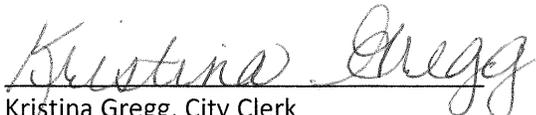
If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable. (Ord. 13-1005 § 1 (part); Ord. 07-1007 § 1; Ord. 96-1021 § 1)

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

ADOPTED this 12th day of July, 2016, and signed in authentication thereof on this 12th day of July, 2016.

CITY OF SEATAC

Michael J. Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date:] 7/23/2016

[SMC 2.75 Emergency Management Director]

ORDINANCE NO. 16-1012

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending section 9.05.045 of the SeaTac Municipal Code related to for-hire vehicle parking.

WHEREAS, the SeaTac City Council passed Ordinance No. 94-1021, an Ordinance adopting by reference the Washington Model Traffic Ordinance (MTO) as set forth in Chapter 308-330 WAC; and

WHEREAS, the SeaTac City Council passed Ordinance No. 15-1020, an Ordinance adding a new section related to for-hire vehicle parking; and

WHEREAS, based on citizen complaints there is still a need to address additional on-street parking problems related to different types of for-hire vehicles stopping, standing, and parking on public property and right-of-ways; and

WHEREAS, the current provisions of the SeaTac Municipal Code do not provide adequate tools for addressing the citizen complaints; and

WHEREAS, the City finds that the provisions of this Ordinance are necessary for the public health, safety and welfare;

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

Section 1. Section 9.05.045 of the SeaTac Municipal Code is amended to read as follows:

9.05.045 Taxicabs, For-Hire Vehicles, and Other Vehicles.

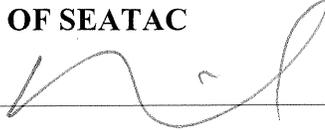
- A. The operator of a charter party vehicle, for-hire vehicle, limousine, taxicab, or transportation network company endorsed vehicle shall not stop, stand, or park such vehicle upon any street or public right-of-way in residentially zoned areas. This provision shall not prevent the operator of a for-hire vehicle from temporarily stopping in accordance with other regulations and while actually engaged in the expeditious loading and unloading of passengers.
- B. For the purpose of this section, the following definitions shall apply:
 - 1. "Charter party vehicle" means a motor vehicle used to provide "charter party carrier" and "excursion service carrier" services as defined in Chapter 81.70 RCW.

2. "For-hire vehicle" means a motor vehicle used for the transportation of passengers for hire and not operated exclusively over a fixed and definite route, except:
 - a. Taxicabs;
 - b. Transportation network company endorsed vehicles;
 - c. Passenger vehicles carrying passengers on a noncommercial enterprise basis.
 3. "Limousine" means a motor vehicle as defined under RCW 46.04.274 and includes, but is not limited to, stretch limousine, stretch sport utility vehicle, executive sedan, executive sport utility vehicle, executive van, and town car.
 4. "Taxicab" means a motor vehicle used for the transportation of passengers for-hire, where the route traveled or destination is controlled by the passenger and the fare is based on an amount recorded and indicated on a taximeter, on an application dispatch system linked to a taximeter, or on a special rate or contracted rate agreement.
 5. "Transportation network company endorsed vehicle" means a motor vehicle with a transportation network company vehicle endorsement. "Transportation network company vehicle endorsement" means an endorsement on a for-hire driver's license that allows the for-hire driver to use the driver's personal vehicle to affiliate with a transportation network company to provide transportation to passengers by an application dispatch system.
- C. Any person found to be in violation of this section shall be deemed to have committed a parking infraction and for each violation shall be subject to a monetary penalty of two hundred fifty dollars (\$250) pursuant to this chapter. Each day such violation continues constitutes a separate offense. Court costs and statutory assessments, if any, shall be assessed in addition to the monetary penalty.
- D. In any prosecution for an infraction under this section, proof that the particular vehicle described in the notice of infraction was stopped, standing or parked in violation of this section, together with proof that the defendant named in the notice of infraction was at the time of such violation the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.
- E. It is an affirmative defense to a violation of this section, which the defendant must prove by a preponderance of the evidence, that the vehicle was stopped, standing or parked at the time of the violation adjacent to the defendant's residence as shown on their valid state-issued driver's license.

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

ADOPTED this 26th day of July, 2016, and signed in authentication thereof on this 26th day of July, 2016.

CITY OF SEATAC



Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 8/6/16]

[For-hire parking]

ORDINANCE NO. 16-1013

AN ORDINANCE of the City Council of the City of SeaTac, Washington adding a new Chapter 2.90 to the SeaTac Municipal Code related to Ethics of Elected City Officials.

WHEREAS, the City of SeaTac City officials wish to abide by a standard of ethics that will maintain the utmost trust and confidence of the citizens of SeaTac in their local government and its representatives; and

WHEREAS, State law prohibits certain conduct of City officials while serving the City; and

WHEREAS, the City wishes to provide uniform guidelines to elected City officials on ethical issues, and a method of investigation and adjudication of ethics complaints;

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

Section 1. A new Chapter 2.90 is added to the SeaTac Municipal Code to read as follows:

2.90.010 Policy.

A. It is the policy of the City of SeaTac to uphold, promote and demand the highest standard of ethics from all of its Elected Officials. Elected Officials shall maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties; avoid any improprieties or material misrepresentations regarding their roles or authority as public servants, as defined herein; and never use their City positions or powers for improper personal gain.

B. It is the intention of the City Council that this Chapter be liberally interpreted to accomplish its purpose of protecting the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of this Code of Ethics. In interpreting this Chapter, Elected Officials should be guided by common sense and practicality.

C. This Chapter is intended to supplement Washington state law, including but not limited to RCW Chapter 42.23, the United States and Washington State Constitution, laws pertaining to conflicts of interests, elections campaigns and City Ordinances.

2.90.020 Definitions

A. As used in this Chapter, these words shall have the following meanings, unless the context clearly indicates otherwise:

1. "*Business*" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding

company, joint stock company, receivership, trust, or any legal entity organized for profit.

2. *“Elected Official”* means every individual elected to an office or position with the City.
3. *“Compensation”* means payment in any form for real or personal property or services of any kind.
4. *“Gift”* means a voluntary transfer of real or personal property of any kind or the voluntary rendition of services of any kind without consideration of equal or greater value, but not including any reasonable hosting expenses, including travel, entertainment, meal, and refreshment expenses incurred in connection with appearances, ceremonies, and occasions reasonably related to official City business, or where otherwise permitted by law.
5. *“Family”* means spouses, children, dependents, parents siblings, aunts, uncles, nieces, nephews, cousins, grandchildren, grandparents, son-in-law or daughter-in-law, brother-in-law or sister-in-law, and anyone residing in the person’s household;
6. *“Immediate family”* shall mean spouse and dependent children.
7. *“Person”* means any individual, corporation, business or other entity, however constituted, organized or designated.

2.90.030 Prohibited Conduct

A. The following shall constitute violations of this Code of Ethics:

1. General Prohibition Against Conflicts of Interest. In order to avoid becoming involved or implicated in a conflict of interest or impropriety, no current Elected Official should be involved in any activity that is in conflict with the conduct of official City business or is adverse to the interests of the City.
2. Beneficial Interests in Contracts Prohibited. No Elected Official shall participate in his/her capacity as an Elected Official in the making of a contract in which she/he has a financial interest, direct or indirect. This shall include any contract for sale, lease or purchase, with or for the use of the City, or the acceptance directly or indirectly of any compensation, gratuity or reward from any other person beneficially interested therein. Provided, however, that this prohibition shall not apply where the Elected Official has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith, by a vote of its membership sufficient for the purpose without counting the vote(s) of the official(s) having the remote interest. For purposes of this Chapter, a “remote interest” means:
 - a. That of a non-salaried officer of a nonprofit corporation; or

- b. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; or
 - c. That of a landlord or tenant of a contracting party; or
 - d. That of a holder of less than one percent of the shares of a corporation, a limited liability company, or other entity, which is a contracting party.
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3. Beneficial Influence in Contract Selection Prohibited. No Elected Official shall influence the City's selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the Elected Official has a financial interest in or with the corporation, person or firm, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract.
 4. Representation of Private Person at City Proceeding Prohibited. No Elected Official shall appear on behalf of a private person, other than him/herself or an immediate family member, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or an Elected Official in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City.
 5. Certain Employment Prohibited. No Elected Official shall engage in or accept employment from—or render services for—any interest, when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. However, holding any other elected public office at the same time is a violation of the Ethics Code, regardless of whether the doctrine of incompatible offices is applicable.
 6. Beneficial Interest in Legislation Prohibited. No Elected Official, in appearing before the City Council or when giving an official opinion before the City Council, shall have a financial interest in any legislation coming before the City Council or participate in any discussion with or give an official opinion to the City Council, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted on the record of the Council or similar records of the City, prior to consideration of the legislation by the City Council.
 7. Disclosure of Confidential Information Prohibited. No Elected Official shall disclose or use any confidential, privileged or proprietary information, gained by reason of his/her official position, for a purpose which is other than a City purpose; provided, however, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public upon request.
 8. Concealment of Public Records Prohibited. No Elected Official may intentionally destroy public records, or conceal a record if the Elected Official knew the record was required to be released under the Public Records Act, was under a personal obligation to release the record, and failed to do so. This subsection does not apply where the decision to withhold the record

was made in good faith after consultation with the City Attorney's Office and the City's Public Records Officer.

9. Use of Email. No Elected Official may use a non-City email account to conduct City business, with the intent to avoid records being preserved as required by law. All emails sent or received from a non-City email account related to City business must be preserved pursuant to City records retention policies.

10. Improper Use of Position Prohibited. No Elected Official shall knowingly use his/her office or position to secure personal benefit, gain or profit, or use his/her position to secure special privileges or exceptions for him/herself, or for the benefit, gain or profits of any other persons.
11. Improper Interference with the City Manager. No Elected Official shall interfere with the duties of the City Manager, as set forth in RCW 35A.13.120¹.
12. Improper Use of City Property Prohibited. No Elected Official shall use City owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Such use is restricted to those services which are available to the public generally, for the authorized conduct of official City business.
13. Acceptance of Compensation, Gifts, Favors, Rewards or Gratuity Prohibited. No Elected Official may, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward or gratuity, for a matter connected with or related to the Elected Official's services with the City of SeaTac; provided, however, that this prohibition shall not apply to:
 - a. Attendance by an Elected Official at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business, or where official attendance by the Elected Official as a City representative is appropriate;
 - b. An award publicly presented in recognition of public service; or
 - c. Any gift valued at \$50.00 or less, which gift cannot reasonably be presumed to influence the vote, action or judgment of the Elected Official, or be considered as part of a reward for action or inaction. The following are presumed not to influence the vote, action or judgment of the Elected Official, or be considered as part of a reward for action or inaction, so as to allow an official or employee to receive or accept them:
 - i. Unsolicited advertising or promotional items of nominal value, such as pens and note pads;

¹ RCW 35A.13.120 provides: "Neither the council, nor any of its committees or members, shall direct the appointment of any person to, or his or her removal from, office by the city manager or any of his or her subordinates. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the manager and neither the council nor any committee or member thereof shall give orders to any subordinate of the city manager, either publicly or privately. The provisions of this section do not prohibit the council, while in open session, from fully and freely discussing with the city manager anything pertaining to appointments and removals of city officers and employees and city affairs."

- ii. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- iii. Unsolicited items received for the purpose of evaluation or review, if the recipient has no personal beneficial interest in the eventual use or acquisition of the item;
- iv. Informational material, publications, or subscriptions related to the recipient's performance of official duties;
- v. Food and beverages consumed at hosted receptions where attendance is related to the recipient's official duties;
- vi. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization;
- vii. Payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance, or trade mission made in an official capacity;
- viii. Payments for seminars and educational programs sponsored by a bona fide nonprofit professional, educational, or trade association, or charitable institution;
- ix. Flowers, plants, and floral arrangements, however, such items shall be made available for the enjoyment of all City employees.
- x. Food and beverages on infrequent occasions in the ordinary course of meals where attendance is related to the performance of official duties.

d. The presumption in this subsection (c) is rebuttable and may be overcome by clear and convincing evidence based on the circumstances surrounding the giving and acceptance of the item.

14. Impermissible Conduct After Leaving City Service.

- a. *Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.* No former Elected Official shall disclose or use any privileged, confidential or proprietary information gained because of his/her City position.
- b. *Participation in City Matter Prohibited.* No former Elected Official shall, during the period of one year after leaving City office:
 - (1) Assist any person in matters involving the City if, while in the course of duty with the City, the former Elected Official was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or
 - (2) Participate as or with a bidder, vendor or consultant in any competitive selection process for a City contract in which he/she assisted the City in determining the project or work to be done, or the process to be used.

2.90.040 Complaint Process and Enforcement

A. A complaint that this Code of Ethics has been violated shall be filed with the City Clerk. The subject of the complaint shall be sent a copy of the complaint by the City Clerk. All complaints shall be subject to the following requirements:

1. The complaint must be based upon facts within the personal knowledge of the complainant;
2. The complaint must be submitted in writing and signed under oath by the complainant and filed no more than one year from the date of the alleged violation;
3. The complaint must include a detailed factual description of the alleged violation including the date, time and place of each occurrence and the name of the person or persons who are alleged to have committed a violation. The complaint must also refer to the specific provisions of the code of ethics which are alleged to have been violated;
4. The complaint must be accompanied by all available documentation or other evidence known to the complainant to support the allegations of the complaint;

B. No person shall knowingly file a false or frivolous complaint, or a false or frivolous report of violation of this Code of Ethics.

C. Any complaint that this Code of Ethics has been violated shall be forwarded to the City Attorney or his or her designee for a sufficiency determination. After reviewing the complaint, the City Attorney may take any of the following actions and inform the complainant, the subject of the complaint, and the City Council as appropriate:

1. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics, and that no further action is warranted.
2. Determine that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any potential violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics. The City Attorney may communicate with the subject of the complaint and/or the City Council to provide advice and/or counseling so that such a violation, even if true, could be prevented in the future.
3. Make a preliminary determination that the facts stated in the complaint, if true, could potentially constitute a violation of the Code of Ethics such that further proceedings are warranted.
4. The Initial Determination shall be documented in writing within 15 days of its receipt of the complaint, unless a longer time is deemed warranted by the City Attorney based on particular circumstances. The City Attorney's Initial Determination is final.
5. For all complaints in which the City Attorney's Initial Determination is that further proceedings are warranted, the City Attorney shall promptly designate an individual to conduct an investigation of the complaint. The individual designated to investigate the complaint may, but is not required, to be a City employee.

D. The individual designated to conduct the investigation shall complete the investigation and prepare written findings, conclusions, and recommended disposition as soon as practicable, but no later than 30 days of the date of the Initial Determination unless an extension is granted by the City Attorney. A copy of the written investigation findings and conclusions shall be provided to the City Attorney.

E. Within 5 business days of receipt of the investigator's written findings, conclusions, and recommended disposition, the City Attorney shall forward a copy to Hearing Examiner. The City Attorney shall also forward a copy to the complaining party and the subject of the investigation.

F. Within 10 business days of receipt of the investigator's report, unless a longer time is approved by the City Attorney, the Hearing Examiner shall convene and review the complaint, findings, conclusions and recommended disposition. If Hearing Examiner determines that more information is needed to make a determination as to whether the Code of Ethics has been violated, it may request additional documentary evidence or convene a hearing to gather such additional evidence as required. After final deliberations on the complaint, investigator's findings, as well as any additional testimony, statements, or documents presented at the hearing, if any, the Hearing Examiner shall determine whether or not a violation of the Code of Ethics has occurred. Throughout the process, the Hearing Examiner may seek legal advice from the City Attorney or other legal counsel as assigned by the City Attorney.

G. If the Hearing Examiner determines that a violation of the Code of Ethics has occurred, it may, but is not required, recommend penalties be imposed for the violation.

H. Copies of the written findings of fact, conclusions and recommended disposition of the Hearing Examiner shall be forwarded to the complaining party and the subject of the investigation and the City Council. Additional copies shall be forwarded to the investigator and the City Attorney.

I. If the Hearing Examiner determines that a violation of the Code of Ethics occurred, the Council shall review and discuss the written findings of fact, conclusions and recommended disposition at the next regularly scheduled Council meeting agenda. Any penalty for violation of the Code of Ethics must be approved by majority vote of the Council. If the Hearing Examiner determines that no violation of the Code of Ethics occurred, no action shall be taken by the City Council.

J. After a complaint has been filed and during the pendency of a complaint, members of the City Council shall not discuss directly or indirectly with any party or other person about any issue or fact or law regarding the complaint, except as part of the investigation or disposition of the complaint.

K. Neither the city nor any elected official may take or threaten to take, directly or indirectly, official or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities against any person because that person filed a complaint.

2.90.050 Penalties for Noncompliance

Any Elected Official found to have violated any provision of this Code of Ethics may be subject to one or more of the following penalties, subject to approval of a majority of the Council:

- A. A cease and desist order as to violations of this Code of Ethics.

- B. An order to disclose any reports or other documents or information requested.
- C. Termination or invalidation of contract(s) entered into in violation of the Code of Ethics, but only if such contract(s) provide for termination in the event of a Code of Ethics violation.
- D. Admonition. An admonition shall be a verbal statement approved by the City Council and made to the Elected Official by the Mayor, or if the complaint is against the Mayor, then by the Deputy Mayor or designee. An admonition under this section is not subject to further review or appeal except as may be otherwise provided by law.
- E. Reprimand. A reprimand shall be administered to the Elected Official by a resolution of reprimand by the City Council. A reprimand under this section is not subject to further review or appeal, except as may be otherwise provided by law.
- F. Civil Penalties. The City Council may assess a civil penalty of up to one thousand dollars (\$1,000.00). Any monetary penalty assessed civilly shall be placed in the city's general fund. If the City Council orders an official to pay a civil penalty, the official may seek a writ of review from the Superior Court pursuant to RCW 7.16, within 30 days of the City Council's order.
- G. Any other penalty that is deemed just and equitable.

2.90.060 Frivolous Complaints

The City Attorney may request that the Hearing Examiner make a finding that a complaint brought pursuant to this Ethics Code is frivolous and without merit. Upon such a finding, the person making such a complaint may be liable to the City for the cost of any investigation, if applicable. If the complainant is a City employee, he or she may additionally be subject to disciplinary action.

Section 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 3. It shall not be a violation of this Ordinance for any alleged actions that occurred prior to the effective date of this Ordinance.

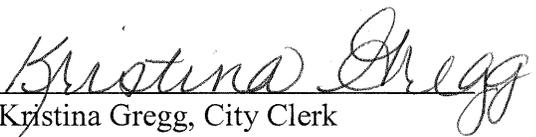
Section 4. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 26th day of July, 2016, and signed in authentication thereof on this 26th day of July, 2016.

CITY OF SEATAC


Michael Siefkes, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 8/6/16]

[Ethics Code—Elected Officials]

ORDINANCE NO. 16-1014

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2015-2016 Biennial City Budget to provide additional funding for the Public Works and Community and Economic Development Departments.

WHEREAS, it is appropriate to provide funding necessary to the Public Works Department to address significant unforeseen capital costs, the need for additional consulting services, and the need for additional inspection staff; and

WHEREAS, it is appropriate to provide the necessary funding to the Community and Economic Development Department to hire staff needed to ensure efficient workload management and high customer service levels within the department; and

WHEREAS, an amendment to the City's 2015-2016 Biennial Budget is necessary to provide the appropriation authority;

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

Section 1. The 2015-2016 Biennial City Budget shall be amended to increase the expenditures in the General Fund (Fund #001) by \$40,093.00.

Section 2. The 2015-2016 Biennial City Budget shall be amended to increase the expenditures in the Streets Fund (Fund #102) by \$103,744.00.

Section 3. The 2015-2016 Biennial City Budget shall be amended to increase the expenditures in the Streets CIP Fund (Fund #307) by \$22,724.00.

Section 4. The 2015-2016 Biennial City Budget shall be amended to increase the expenditures in the Surface Water Fund (Fund #403) by \$308,608.00.

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

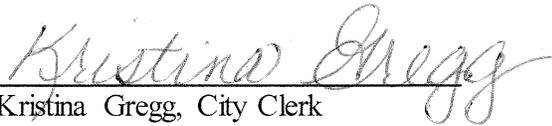
ADOPTED this 9th day of August, 2016, and signed in authentication thereof on this 9th day of August, 2016.

CITY OF SEATAC



Michael J. Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 8/20/2016]

[2015-2016 Budget Amendment—PW & CED]

ORDINANCE NO. 16-1015

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Sections 11.15.040 and 11.15.050 of the SeaTac Municipal Code related to Transportation Impact Fees.

WHEREAS, RCW 82.02.050 authorizes imposition of development impact fees to assist in financing improvements to public facilities made necessary by development activity; and

WHEREAS, based on the analysis conducted in the Transportation Management Plan and Transportation Element of the SeaTac Comprehensive Plan, the current transportation impact fee of \$1,020.00 per p.m. peak hour trip does not adequately assist in the funding of improvements to public facilities made necessary by development activity; and

WHEREAS, in 2015 the Washington State Legislature enacted a new law (ESB 5923) requiring counties, cities and towns collecting impact fees to adopt a deferral system for new single-family detached and attached residential construction by September 1, 2016;

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

Section 1. Section 11.15.040 of the SeaTac Municipal Code is hereby amended to read as follows:

11.15.040 Imposition of impact fee on development activity.

A. The City hereby authorizes the assessment and collection of impact fees on development activity within the City, at the rate of ~~one thousand twenty dollars~~ three thousand five hundred (\$1,0203,500) per peak p.m. trip, effective January 1, 2017, as computed in accordance with the most current edition of the Institute of Transportation Engineers Trip Generation Manual, as applied to the City's adopted Comprehensive Plan and the ~~†~~Transportation Management elementPlan. It is hereby declared that such impact fees shall:

1. Only be imposed for system improvements that are reasonably related to new development; and
2. Not exceed a proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, reasonably related to new development; and

3. Be used for system improvements that will reasonably benefit new development; and
4. Not be imposed to make up for deficiencies in any previously constructed system improvements.

Such impact fee schedule is based upon the formula for calculating the proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by impact fees, which formulas are described in the interim transportation plan element of the City's Comprehensive Plan and incorporated herein by this reference.

~~B. The impact fees imposed pursuant to this chapter shall be assessed by the City at the time of the application for the building permit, and shall be due and payable, in whole at the time of issuance of such permit without interest.~~ Impact fee rates shall be updated annually using the following procedures:

1. A three-year moving average of the Washington State Department of Transportation Construction Cost Index will be used to determine the increase in fees for each year to reflect increased project costs.
2. The indexed impact fee rates shall be effective January 1. A copy of the indexed impact fee rates shall be provided to the City Council but the indexed rates shall become effective without further Council review.

The transportation impact fee rates shall be reviewed bi-annually to determine when a new transportation impact fee rate study should be prepared and presented to Council.

C. Unless the use of an independent fee calculation has been approved, or unless a development agreement entered into pursuant to RCW 36.70B.170 provided otherwise, the impact fees shall be calculated and paid per the following:

1. For platted and unplatted single-family residential lots and commercial and multifamily developments, fees shall be calculated based on the impact fee schedule in effect at the time a completed building permit application is filed and paid prior to permit issuance. For a change in use for which no building permit is required, the fee shall be calculated and paid based on the impact fee schedule in effect on the date of an approved change of use.
2. For residential land divisions and unplatted single-family residential lots, the impact fees may be deferred, but shall be paid at the time of final inspection for each building permit. Covenants prepared by the City to enforce payment of the deferred fees shall be recorded at the applicant's expense prior to building permit issuance for platted and unplatted single-family residential lots. The fee shall be calculated based on the impact fee schedule in effect on the date of payment of the impact fee.
3. The term of deferral is 18 months from issuance of the building permit.

CD. Failure to pay the impact fees for a given development activity at the time of assessment shall result in denial of the building permit for which the owner has applied.

DE. In computing the fee applicable to a given development activity, credit shall be given for the fair market value, measured at the time of dedication of land or upon completion of dedicated improvements or construction, of any dedicated land for, improvements to, or construction of, any system improvements in the same category of public facilities as that of the applicable fee provided by the owner and required by the City as a condition of approving the development activity over and above the minimum development standards set out in the City's subdivision and street ordinances.

EE. The City Manager or designee may adjust the amount of the impact fee otherwise imposed hereby with respect to specific projects requiring a building permit upon determining that:

1. Unusual circumstances requires such adjustment to ensure that such impact fees are imposed fairly; and
2. Studies and data submitted by the owner regarding the impacts of such owner's proposed development activity requires such adjustment to ensure that such impact fees are imposed fairly. Impact fees shall not be deemed unfair unless such unusual circumstances and studies and data support a finding that the impact fees otherwise imposed hereby allocate to the specific project in question a share of the cost of the systems improvements reasonably related to new development that is greater than or substantially less than such project's allocable proportionate share of such costs.

Section 2. Section 11.15.040 of the SeaTac Municipal Code is hereby amended to read as follows:

11.15.050 Disposition of impact fee revenues.

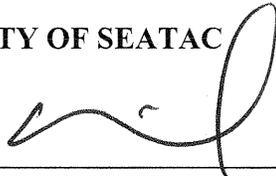
A. The impact fees collected pursuant to the provisions of this chapter shall be deposited into the impact fee fund created pursuant to SMC 3.75.010. Pending application as provided in this chapter, the monies deposited in the accounts of the impact fee fund shall be invested in any investment authorized for the investment of City funds. All interest and profits derived from the investment of monies in each account in the impact fee fund shall be retained in such account.

B. The impact fees deposited in each account in the impact fee fund, and the interest and profit received from the investments there from shall be expended only for public facilities of the type for which such impact fees were collected, in conformity with the City's Comprehensive Plan and capital facilities plan element, and expended or encumbered within ~~six-ten~~ years of receipt by the City, unless written findings by the City Council identify an extra-ordinary and compelling reason for the City to hold the fees for a longer time. The City shall account for annual expenditures and shall comply with this section in successive comprehensive plans, transportation plans and capital facilities plans as appropriate.

C. The City shall prepare an annual report on the impact fee fund which shows the source and amount of all monies collected, earned or received and the public facilities that were financed in whole or in part by impact fees.

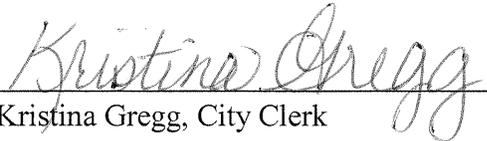
Section 3. This Ordinance shall be in full force and effect five (5) days after and publication as required by law.

ADOPTED this 9th day of August, 2016, and signed in authentication thereof on this 9th day of August, 2016.

CITY OF SEATAC


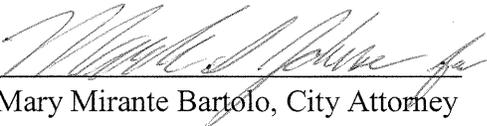
Michael Siefkes, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 8/20/16]