



## City Ordinances Archive

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**ORDINANCE NO. 14-1001**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Sections 16A.09.030, 16A.23.060 and Appendices I, II and III of Title 16A of the SeaTac Municipal Code, relating to the Development Review Code.

**WHEREAS**, the Washington State Environmental Policy Act (SEPA) was adopted in 1971, which provides a way to identify and mitigate possible environmental impacts that may result from approval of private development proposals; and

**WHEREAS**, since that time, many other laws have been passed that provide for protection of the environment; and

**WHEREAS**, the State SEPA guidelines (WAC 197-11) provide that local governments may adopt flexible thresholds for categorical exemptions, allowing small-scale developments to be approved without the filing and processing of an environmental checklist; and

**WHEREAS**, the City of SeaTac employs numerous regulations for protecting the environment, including clearing and grading regulations (SMC 13.190), Environmentally Sensitive Area regulations (SMC 15.30), shorelines management regulations (SMC Title 18), and traffic impact fees (SMC 11.15) ; and

**WHEREAS**, on November 5, 2013, a notice of intent to adopt higher thresholds for categorical exemptions was sent to the Washington State Department of Ecology and other agencies with expertise for comment, pursuant to WAC 197-11-800 (1), with one comment received from the Washington State Department of Transportation that was addressed in the final recommendation; and

**WHEREAS**, Chapter 16A.09.030 of the SeaTac Municipal Code establishes standards for providing public notice of project permit proposals; and

**WHEREAS**, on November 6, 2013, City staff transmitted a copy of the proposed code amendments for both SEPA categorical exemptions and public notice procedures to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

**WHEREAS**, the Planning Commission has reviewed the aforesaid changes to development regulations at duly noticed open public meetings on October 1, October 15 and November 5, 2013 and subsequently held a duly noticed public hearing for the purpose of soliciting public comment in regard to these amendments on December 3, 2013 and has recommended the proposed amendments be adopted by the Council; and

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

**Section 1.** Section 16A.23.060 of the SeaTac Municipal Code is hereby amended to read as follows:

**16A.23.060 Determination of Categorical Exemption**

A. Any City department which receives an application for a proposal, or initiates a proposal which is potentially subject to the requirements of SEPA, shall make the following determinations:

1. Whether the proposal is an “action” as defined by WAC 197-11-704; and
2. If the proposal is an “action,” whether it is categorically exempt from the requirements of SEPA; and
3. If the proposal is a nonexempt action, whether appropriate environmental review of the project has been conducted or commenced.

B. The responsible official or the responsible official’s designee shall assist any department in making the determinations required by this section, upon request by the department.

C. The City of SeaTac recognizes that the list of categorical exemptions included in the SEPA rules cannot be relied upon as the final determination of whether a proposed project, regardless of its environmental impact, must comply with SEPA and this chapter. Where the responsible official determines that a proposal has a reasonable likelihood of causing more than a moderate

adverse impact on environmental quality, whether that impact is direct, indirect or cumulative, environmental review under SEPA shall be conducted.

D. It is recognized that a particular development or land use, though otherwise consistent with City regulations and policies, may create adverse impacts upon facilities, services, natural systems or the surrounding area when aggregated with the impacts of prior or reasonably anticipated future developments. The City shall evaluate such cumulative environmental impacts and make its environmental determinations and substantive decisions accordingly.

E. Proposed actions shall be categorically exempt from threshold determinations and EIS requirements if they do not exceed the levels of activity identified in WAC 197-11-800(1(b)), except as provided as follows, to respond to the local conditions and needs:

1. The construction or location of 9 detached single family residential units.
2. The construction or location of 20 multifamily residential units.
3. The construction of an office, school, commercial, recreational, service or storage building with 12,000 square feet of gross floor area, and with associated parking facilities designed for 50 automobiles. This exemption includes stand-alone parking lots.

~~The construction of a parking lot designed for forty (40) automobiles.~~

- ~~4~~ 2. Any landfill or excavation of ~~seven~~ five hundred ~~fifty~~ (~~750~~ 500) cubic yards throughout the total lifetime of the fill or excavation.

**Section 2.** Section 16A.090.030 of the SeaTac Municipal Code is hereby amended to read as follows:

### **16A.09.030 Distribution**

The notice of development application shall be distributed as follows:

A. The NOA shall be posted on the subject property. The notice on the property shall be posted on a “notice board” at a conspicuous place. It must be visible from the public right-of-way and to persons passing by the property. Such “notice board” may be located adjacent to the property upon approval of the City Manager or his designee.

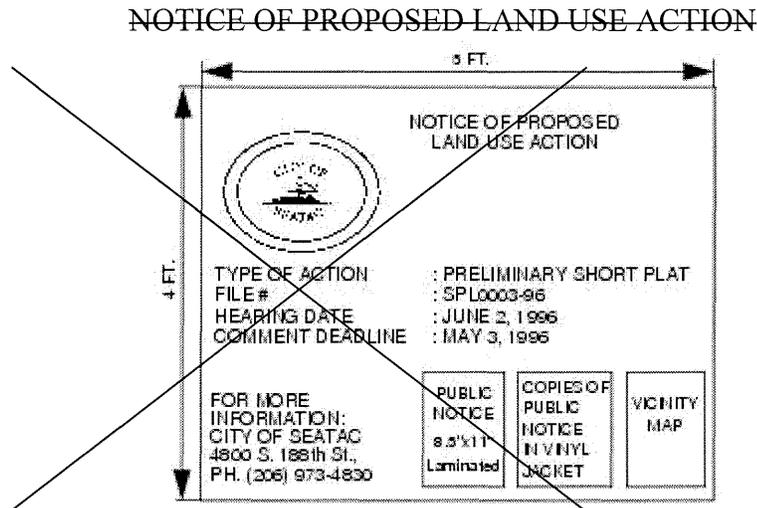
1. The City Manager or his designee may require additional notice boards when a site does not abut a public right-of-way or as determined to be necessary.
2. The posting shall be on-site for at least thirty (30) days.

3. The “notice board” shall be of a size and design as specified by the City Manager or designee. ~~have the minimum following dimensions: The notice board shall be four (4) feet by five (5) feet and shall have a sky blue background with white lettering.~~

4. ~~Lettering size shall be the following:~~

a. ~~Helvetica or similar standard type face;~~

b. ~~Three (3) inch capital letters for the following title:~~



e. ~~Two (2) inch capital letters for all other letters except for the eight and one-half (8.5) by eleven (11) inch laminated City notice sheet provided by the City.~~

~~5.4.~~ The property owner or his/her representative shall be responsible for the installation of the “notice board.” An affidavit shall be submitted to the City by the property owner or his/her representative stating when the “notice board” has been installed and the location of the “notice board.”

~~5.6.~~ Failure to post a site in accordance with these provisions for the required time frame may require extending the comment period and/or the re-initiation of the notice process.

B. The NOA shall be posted in three (3) public places where ordinances are posted.

C. The NOA shall be published once in a newspaper of general circulation.

D. The NOA shall be mailed via first class mail to adjacent property owners within three hundred (300), five hundred (500) or one thousand (1,000) feet of the exterior property line, based on the standards set forth below and in Appendix B.

1. For the following actions, adjacent property owners within ~~five~~ three hundred (~~500~~300) feet shall be notified:

a. All actions normally exempt from SEPA review, but which require SEPA review due to “sensitive areas” on-site (i.e., construction of a single-family house); occurring on lands partially or wholly covered by water;

~~b. All actions within “shoreline” jurisdiction that normally are exempt from SEPA review, but require SEPA review due to being subject to shoreline regulations (i.e., construction of a single-family house);~~

eb. Variances, sign variances, minor or administrative conditional use permits, and special home occupations.

2. For the following actions, adjacent property owners within ~~one five hundred thousand~~ (~~1,000~~500) feet shall be notified:

a. Conditional use permits, planned unit developments, owner-initiated rezones, site plan review of SEPA applications, preliminary short plats, preliminary subdivisions and shoreline substantial development permits, and essential public facilities. Provided that, for a conditional use permit for an essential public facility, adjacent property owners within one thousand (1,000) feet shall be notified.

3. If more than one hundred eighty (180) days have passed since the submittal, the City may require updated property owner mailing information from the applicant.

4. The City may exercise discretion to expand the mailing to include areas adjacent to access easements and to areas on the opposite sides of rights-of-way, streams, and other physical features.

5. The notice shall be deemed mailed when deposited in the U.S. mail, postage prepaid and properly addressed.

E. The notice shall additionally be distributed by the City to:

1. The applicant and/or agent;

2. Such internal review offices as needed;

3. Adjacent municipal corporations or organizations which may be affected by the proposal;

4. Other persons, organizations or entities the City may determine or who request in writing such notice. (Ord. 03-1020 § 2)

**Section 3.** Appendix I of Title 16A of the SeaTac Municipal Code is hereby amended to read as follows:

**APPENDICES**

**Appendix I – City of SeaTac Permits by Department and Type**

Permits/Actions	Type I	Type II	Type III
<b>Building Services Division of Public Works</b>			
Electrical	X		
Mechanical	X		
Plumbing	X		
Building	X		
<b>Engineering Review Division of Public Works</b>			
Grading and Drainage	X		
Right-of-Way Use	X		
<b>Fire Department</b>			
Fire Alarm Permits	X		
Fire Suppression System	X		
Fuel Storage Tank	X		
Other Fire Code Permits	X		
<b>Planning Department Division</b>			
Home Occupation	X		
Lot Line Adjustment	X		
Separate Lot	X		
Sign	X		
Site Plan Review, Type I	X		
Temporary Use	X		
Administrative Variance		X	
Conditional Use Permit (CUP) Minor, Administrative		X	
Shoreline Exemption	X	X	

Short Plat		X	
Site Plan Review, Type II		X	
Conditional Use Permit (CUP) Major			X
CUP – Essential Public Facility (EPF)			X
Planned Unit Development (PUD)			X
Rezone: Owner-Initiated			X
Shoreline Substantial Development			X
Special Home Occupation			X
Subdivision			X
Variance			X
Variance (Sign)			X

(Ord. 03-1020 § 2)

**Section 4.** Appendix II of Title 16A of the SeaTac Municipal Code is hereby amended to read as follows:

**Appendix II – City of SeaTac Permit Review and Public Notice Procedures**

Permit Type	Permits/Actions	Determination of Completeness	Notice of Application	Notice of Public Hearing	Decision Made by	Notice of Decision	Appeal Heard by
		RCW 36.70B.070	RCW 36.70B.110	SMC 16.03.090		RCW 36.70B.130	
Type I	Electrical	YesNo	No	N/A	City staff	No	Hearing Examiner
	Fire Code Permits	YesNo	No	N/A	City staff	No	Hearing Examiner
	Fuel Storage Tank	YesNo	No	N/A	City staff	No	Hearing Examiner
	Mechanical	YesNo	No	N/A	City staff	No	Hearing Examiner

	Plumbing	YesNo	No	N/A	City staff	No	Hearing Examiner
	Building	YesNo	No	N/A	City staff	No	Hearing Examiner
	Grading and Drainage	YesNo	No	N/A	City staff	No	Hearing Examiner
	Right-of-Way Use	YesNo	No	N/A	City staff	No	Hearing Examiner
	Home Occupation	YesNo	No	N/A	City staff	No	Hearing Examiner
	Lot Line Adjustment	YesNo	No	N/A	City staff	No	Hearings Examiner
	Separate Lot Determination	YesNo	No	N/A	City staff	No	Hearings Examiner
	<u>Shoreline Exemption</u>	<u>No</u>	<u>No</u>	<u>NA</u>	<u>City staff</u>	<u>No</u>	<u>Hearing Examiner</u>
	Sign	YesNo	No	N/A	City staff	No	Hearings Examiner
	Site Plan Review – Planning review of Type I permits that do not require SEPA	YesNo	No	N/A	City staff	No	Hearings Examiner
	Temporary Use	YesNo	No	N/A	City staff	No	Hearings Examiner
Type II	Administrative Variance	Yes	within 500300 feet	N/A	City staff	Yes	Hearings Examiner
	Conditional Use Permit (CUP) Minor	Yes	within 500300 feet	N/A	City staff	Yes	Hearings Examiner
	Shoreline Exemption *	Yes	within 500 feet	N/A	City staff	Yes	Hearings Examiner
	Short Plat	Yes	within 1,000300 feet	N/A	City staff	Yes	Hearing Examiner
	Site Plan Review – Planning review of	Yes	within 500 feet	NA	City staff	Yes	Hearings Examiner

	single-family Type I permits requiring SEPA						
	Site Plan Review – Planning review of all other Type I permits requiring SEPA	Yes	within 4,000-300 feet	NA	City staff	Yes	Hearings Examiner
Type III	Binding Site Plan	Yes	Within 4,000-500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Conditional Use Permit (CUP) Major	Yes	within 4,000-500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	CUP – Essential Public Facility (EPF)	Yes	within 1,000 feet	within 1,000 feet	H. E. or City Council	Yes	Superior Court
	Planned Unit Development (PUD)*	Yes	within 4,000-500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Rezone: Owner-Initiated	Yes	within 4,000-500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Shoreline Substantial Development	Yes	within 4,000-500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Special Home Occupation	Yes	within 500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Subdivision*	Yes	within 4,000-500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Variance	Yes	within 500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Variance (Sign)	Yes	within 500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court

\*For planned unit developments and subdivisions, the notices shown are for the preliminary plat. The final plat does not have separate DOC or NOA notices. The decision of whether to approve the final plat is made by the City Council at a public meeting (not a formal public hearing) and is appealable to Superior Court.

**Section 5.** Appendix III of Title 16A of the SeaTac Municipal Code is hereby amended to read as follows:

**Appendix III – Description of City of SeaTac Permits**

<b>Permit</b>	<b>Actions Subject to this Permit</b>
<b>Building Services Division of Public Works</b>	
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.
<b>Engineering Review Division of Public Works</b>	
Grading and Drainage	Projects subject to permits as described in Section 1.1.1 of the 1998 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 right-of-ways for various purposes as described in Chapter 11.10 SMC.
<b>Fire Department</b>	
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 flammable materials, per the Fire Code.
<b>Planning Department Division</b>	
Home Occupation	The establishment or expansion of a business in any residential dwelling. Home occupation requirements are detailed in Chapter 15.17 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 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 SMC. Note that all advertisements must meet the requirements of Chapter 15.16 SMC, but certain provisions allow for nonilluminated signs of nine 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 SMC.
Administrative Variance	Any variance from a code standard of less than 20% of a standard. Criteria are listed in SMC 15.22.020.*
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 SMC. Criteria are listed in SMC 15.22.030.
<u>Conditional Use Permit (CUP) Administrative</u>	Certain uses within the Interim Angle Lake Station Area as listed in Chapter 15.41
Shoreline Exemption	Any construction or alteration of a structure, or any grading or alteration of shoreline conditions within 200 feet of Angle Lake, if such construction is associated with one 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 SMC. Short plats must meet certain requirements of the Subdivision Code, SMC Title 14.
Site Plan Review	
Type I (No Public Notification)	A. Planning review of building and grading permits, per SMC 15.05.040.
	B. Actions that need to comply with zoning standards, but do not fall under another City permit. SMC 15.05.040.
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 SMC.
CUP-Essential Public	The creation or expansion of a use listed as being subject to the essential public facility

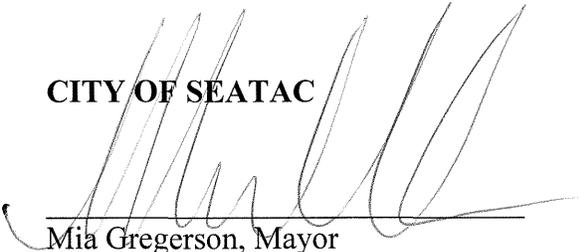
Facility (CUP-EPF)	siting process per the Chapter 15.12 SMC use charts. The CUP-EPF process is outlined in SMC 15.22.035.
Planned Unit Development (PUD)	Any residential development requesting variation from density and other standards to cluster development and preserve open space.
Rezone: Owner-Initiated	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.
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 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.*
Variance (Sign)	Any variance from a sign code standard (limit fifty percent (50%) of a standard). Criteria are listed in SMC 15.22.020.

**Section 6.** 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.

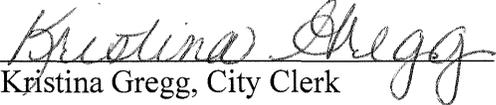
**Section 7.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**ADOPTED** this 28 day of January, 2014, and signed in authentication thereof on this 28 day of January, 2014.

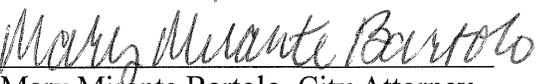
**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney

[Effective Date: 02/08/14]

**ORDINANCE NO. 14-1002**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, repealing Section 15.37.050 and amending Section 15.16.080 of the SeaTac Municipal Code, relating to the Zoning Code and development regulations.

**WHEREAS**, the Washington State Growth Management Act (GMA), codified as RCW 36.70A, requires the City to adopt provisions for accessory dwelling units; and

**WHEREAS**, in 2004, the City adopted such provisions to allow accessory dwelling units; and

**WHEREAS**, in 2011, the City adopted provisions to allow additional signage to help property owners lease or rent their buildings during the national economic downturn; and

**WHEREAS**, on November 6, 2013, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

**WHEREAS**, the Planning Commission has reviewed the aforesaid changes to development regulations at duly noticed open public meetings on October 1, October 15 and November 5, 2013 and subsequently held a duly noticed public hearing for the purpose of soliciting public comment in regard to these amendments on December 3, 2013 and has recommended the proposed amendments be adopted by the Council; and

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

**Section 1.** Section 15.37.050 of the SeaTac Municipal Code is hereby repealed:

**15.37.050 Periodic Reporting on Accessory Dwelling Units**

~~Every two (2) years the Director of Community and Economic Development shall prepare a report for the City Council stating the number and location of new ADU permits issued.~~

**Section 2.** Section 15.16.080 of the SeaTac Municipal Code is hereby amended to read as follows:

### **15.16.080 Secondary Signage**

#### **A. General.**

1. In addition to the primary signage allowed, the following secondary signage shall be allowed within the parameters specified for each site in the commercial/office/industrial zones, multi-family residential zones, and for churches, schools, community uses, and agricultural crop sales in the single-family residential zones.
2. Permits. Signs and displays that meet the standards of this subsection do not require a permit, if they are not illuminated, except that the placement of pole-mounted banners and decorative flags shall be approved through a sign permit to ensure code compliance.
3. Illumination of Secondary Signage.
  - a. Secondary signage shall not be illuminated, except as set forth in the following subsection.
  - b. The following secondary signage may be illuminated; provided, that such illumination is approved through issuance of an electrical permit and meets the standards of SMC 15.16.030(A) for commercial/office/industrial zones and SMC 15.16.040(A) for multi-family zones.
    - i. Illumination of permanent directional and informational signs.
    - ii. External illumination of decorative flags.
  - c. Secondary signage shall not be electronic.
4. Readerboard signs shall not be allowed as secondary signs.
5. Quality and Condition.
  - a. All signs under this section must appear to be professionally produced and must be maintained in an appearance of newness, free of tears, holes, mold, dirt, decay, chipped paint, fading, sagging, and other signs of wear.
  - b. The City may, at its discretion, and without notice, remove any temporary or portable sign not in compliance with this section.

B. Informational Signs. Informational signs (SMC 15.16.020(24)) are not included in the number of primary signs so long as the following conditions are met:

1. Interior Informational Sign. The sign shall not exceed nine (9) square feet in surface area.
2. Perimeter Informational Sign. The sign shall not exceed three (3) square feet in surface area, and the number of perimeter informational signs shall not exceed one (1) per street frontage.

Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director of Community and Economic Development.

3. The sign shall be located on the subject site, and meet all other standards of the code. If an informational sign is portable, or constructed of nonrigid materials, it is subject to the limitations on number and placement of portable and banner signs per this section, except that an interior informational sign only may be portable in excess of the limits on portable signs if necessary for orderly site operations.

C. Directional Signs. Directional signs are not included in the number of primary signs so long as the following conditions are met:

1. Interior Directional Sign. The sign shall not exceed nine (9) square feet in surface area.
2. Perimeter Directional Sign.
  - a. The sign shall not exceed six (6) square feet in surface area;
  - b. Business identification shall comprise no more than twenty-five percent (25%) of the sign;
  - c. The number of perimeter directional signs shall not exceed one (1) per entrance to a site, except that two (2) such directional signs shall be allowed if necessary for safety and oriented to traffic approaching the entrance from two (2) different directions.

Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director of Community and Economic Development.

3. The sign is located on the premises to which the sign is intended to guide or direct pedestrian or vehicular traffic, and meets all other standards of the code. If a directional sign is portable, or constructed of nonrigid materials, it is subject to the limitations on number and placement of portable and banner signs per this section, except that an interior directional sign only may be portable in excess of the limits on portable signs if necessary for orderly site operations.

4. Where a property lacks direct street frontage, an off-premises directional sign may be approved through a variance process described in SMC 15.16.160.

D. Temporary Signs, Displays and Other Secondary Signage.

The signage or displays described in this section are allowed within the limits described in each category; provided, that no more than three (3) categories shall be concurrently displayed.

1. Portable Signs on Private Property. One (1) portable sign, as defined in SMC 15.16.020(38), per street frontage displayed on the site it advertises, provided it meets the requirements of this section.

a. Size. The sign may not exceed nine (9) square feet in surface area or three and one-half (3.5) feet in height. Only one (1) side of a double-faced temporary portable sign will be counted.

b. Placement. The sign shall be placed within three (3) feet of a vehicular or pedestrian entrance, and shall not obstruct traffic, pedestrian circulation, or access for the disabled.

c. Hours Displayed. Portable signs shall be displayed only during the hours of business operation. If displayed after dusk, portable signs shall be displayed only in well-lighted areas.

2. Building and Fence-Mounted Banners. One (1) banner per site per street frontage within the following limitations:

a. Banners must be constructed of nonrigid materials suitable for an exterior environment, such as fabric, vinyl, or plastic;

b. Size. Banners may not be greater than thirty-two (32) square feet;

c. No banner sign shall be allowed on a street frontage where there is a temporary freestanding sign displayed on that frontage; and

d. Placement. Banners may only be placed in the following manner:

i. On buildings, securely mounted at four (4) corners, and not blocking any window;

ii. On fences, stretched tightly and fastened at four (4) corners;

iii. For a new business only, over an existing monument or fixed sign for a maximum of sixty (60) days.

3. Temporary Freestanding Sign. One (1) temporary freestanding on-premises sign, as defined in SMC 15.16.020(54), per site, per street frontage, under the following circumstances:

- a. A temporary freestanding sign is allowed for a maximum of sixty (60) days for a new business awaiting permanent signage; or
- b. A temporary freestanding sign is allowed during the time a property is under construction, remodel, or for sale, lease, or rent; and
- c. No temporary freestanding sign shall be allowed on a street frontage where there is a banner sign displayed on that frontage; and
- d. Such signs shall be constructed of durable, rigid materials and mounted securely into the ground; and
- e. In commercial, industrial and multi-family zones, no temporary freestanding sign shall exceed thirty-two (32) square feet in surface area or ten (10) feet in height, nor be located closer than five (5) feet from the property line, or closer than ten (10) feet from the property line of the abutting owner; and
- f. In single-family residential and townhouse zones, no temporary freestanding sign shall exceed eight (8) square feet of surface area, six (6) feet in height, or be located closer than ten (10) feet from the property line of the abutting owner, except that a new subdivision may be allowed one (1) sign thirty-two (32) square feet in surface area, located no closer than ten (10) feet from the property line of the abutting owner. All signs shall comply with the "sight distance" requirements of SMC 15.13.100.

4. Pennants. Pennants without text or logos; provided, that they are made of nonreflective material. The maximum length of all such strings of pennants shall be no greater than the linear footage associated with the perimeter of the site. Each pennant may not exceed twelve (12) inches in height or width. Pennants shall be mounted a minimum of thirteen and one-half (13.5) feet above any vehicular way, as measured from the ground level of the vehicular way to the string or rope from which the pennant is suspended.

5. Strings of Flags. Strings of flags of a governmental or noncommercial institution; provided, that they are made of nonreflective material. The maximum length of all such strings of flags shall be limited to the linear footage associated with the perimeter of the site. Each flag may not exceed twelve (12) inches in height or width. Strings of flags shall be mounted a minimum of thirteen and one-half (13.5) feet above any vehicular way, as measured from the ground level of the vehicular way to the string or rope from which the flag is suspended.

6. Decorative Flags or Decorative Pole-Mounted Banners. Decorative flags or decorative pole-mounted banners, but not both, shall be allowed to be displayed on a site.

a. Decorative Flags. Decorative flags, without text or corporate logos, limited to one (1) flag per fifty (50) feet of street frontage. The allowable number of flags shall be grouped together within fifty (50) feet of an entrance. The flag shall not exceed twenty (20) square feet, nor be smaller than five (5) square feet in surface area, shall be pole-mounted on one (1) side only, shall be no greater in its vertical dimension than in its horizontal dimension, and shall be left loose to fly in the breeze. The flag shall be mounted at a minimum distance of twelve (12) feet, as measured from the street elevation to the lowest point of mounting. The pole shall be a maximum of twenty (20) feet in height.

b. Decorative Pole-Mounted Banners. Decorative banners, without text or corporate logos, mounted on poles and secured at the top and bottom, limited to one (1) per fifty (50) feet of street frontage, placed along the street frontage at a minimum distance of fifty (50) feet apart. Decorative banners may not be illuminated. Decorative banners may be a maximum dimension of two and one-half (2.5) feet wide by six (6) feet high and mounted at a minimum distance of twelve (12) feet, as measured from the street elevation to the lowest point of the banner. The pole shall be a maximum of twenty (20) feet in height.

7. Special Directional Sign. One (1) permanent on-site directional sign per street frontage, no greater than nine (9) square feet, which may include business identification up to fifty percent (50%) of the sign.

E. Grand Opening and Special Event Signs.

1. Otherwise prohibited posters, banners, strings of lights, clusters of flags, balloons, as limited by subsection (E)(3) of this section, and up to three (3) off-premises portable directional signs as limited by subsection (E)(4) of this section are permitted for four (4) weeks only (twenty-eight (28) consecutive days) to announce the opening of a completely new enterprise or the opening of an enterprise under new management, and for two (2) weeks (fourteen (14) consecutive days) twice per year for any business to advertise a special event or sale; provided, that no site shall have more than four (4) weeks (twenty-eight (28) days) total of grand opening or special event display in any one (1) calendar year.

2. A limit of one (1) inflatable object, such as a blimp or large air balloon, shall be allowed as part of a grand opening or special event, provided such object is attached to the ground and approved by the City for safety purposes as to placement and design. The maximum height of an inflatable object, when installed, shall be thirty (30) feet. A party

must submit an application for an inflatable object sign permit at least two (2) weeks prior to the grand opening or scheduled event.

3. Balloons may be displayed only as part of a grand opening or special event, provided they are no greater than eighteen (18) inches in diameter with a tether no longer than thirty-six (36) inches and must be securely attached to a structure. No more than two (2) displays with a maximum of five (5) balloons per display (or ten (10) individual balloons) are permitted per site. Displays are only allowed from dawn to dusk.

4. Any grand opening or special event shall register with the City by filing a registration form. All such material shall be removed immediately upon the expiration of the allowed period. Use of the above-described devices within the limits specified shall be an exception to the general prohibition on these devices as set forth in SMC 15.16.110E). However, such displays are subject to all other code requirements.

5. Three (3) off-premises portable signs advertising the grand opening or special event are allowed; provided, that such signs shall not exceed four (4) square feet in area nor two (2) feet in height, and shall be displayed only from dawn to dusk.

Off-premises grand opening/special event signs may be located on private property with the permission of the owner of the property on which the sign is placed and within the public right-of-way; provided, that the signs do not encroach into a driveway, parking area, sidewalk, pedestrian pathway, vehicular travel lane, median or traffic island, and are at least four (4) feet from the outer pavement edge of a roadway when curb and gutter are not present. No signs shall be posted, tacked, nailed, or in any manner affixed upon any utility pole, tree or public or private sign.

F. Economic Stimulus Sign.

1. Perforated Window Film Sign. In order to improve local economic conditions, one (1) perforated window film sign may be installed per building during the time a property is for sale, lease, or rent and shall relate to the sale, lease, or rental of the property. The size of the sign shall meet the requirements of SMC 15.16.030(B)(2). Because of the special circumstances of these signs, the graphics of such signage must be artistically pleasing and shall be approved by the Director of Community and Economic Development.

2. For purposes of this subsection, a perforated window film sign is defined as a see-through window graphic, is a vinyl window film made with small holes throughout so you can see through the material, which is affixed to the window(s).

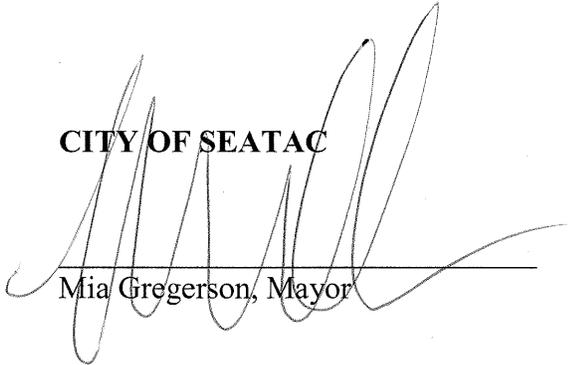
3. This subsection shall expire on December 31, ~~2013~~ 2015, at which time signs pursuant to this subsection shall be removed.

**Section 3.** The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

**Section 4.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**ADOPTED** this 28 day of January, 2014, and signed in authentication thereof on this 28 day of January, 2014.

**CITY OF SEATAC**



Mia Gregerson, Mayor

ATTEST:

Kristina Gregg  
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney

[Effective Date: 02/08/14]

**ORDINANCE NO. 14-1003**

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Chapter 1.10 of the SeaTac Municipal Code, related to Initiative and Referendum Powers.

**WHEREAS**, the City of SeaTac has the power of initiative and referendum; and

**WHEREAS**, it is appropriate to amend Chapter 1.10 of the SeaTac Municipal Code so that such powers are set forth only in accordance State Law, rather than as currently set forth in the Municipal Code;

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

**Section 1.** Chapter 1.10 of the SeaTac Municipal Code is hereby amended to read as follows:

**1.10.010 Application of referendum.**

Every ordinance which:

- A. ~~First imposes upon any business activity a municipal business and occupation tax; or~~
- B. ~~First imposes an additional sales and use tax under authority of RCW 82.14.030(2), or which alters the rate of any such tax; or~~
- C. ~~First imposes the additional local real estate excise tax under authority of RCW 82.46.010(2); shall be subject to the referendum procedures set forth in Sections 1.10.020 and 1.10.030.~~

**1.10.020 Procedure.**

- A. ~~A referendum petition seeking to repeal any City ordinance made subject to these referendum procedures by Section 1.10.010 shall be filed with the City Clerk within seven (7) days of the passage or publication, whichever is later, of the ordinance sought to be repealed.~~
- B. ~~Within ten days, the City Clerk shall confer with the petitioner concerning the form and style of the petition, issue an identification number for the petition, and cause to be written a ballot title for the measure.~~
- C. ~~The ballot title shall be posed as a question, so that an affirmation answer to the question and an affirmation vote on the measure results in the tax or tax rate increase being imposed, and a negative answer to the question and a negative vote on the measure results in the tax or tax rate increase not being imposed. The petitioner shall be notified of the identification number and ballot title within this ten-day period.~~

~~D. After notification of the identification number and ballot title, the petitioner shall have thirty (30) days in which to secure on petition forms the signatures of not less than fifteen percent of the registered voters of the City and to file the signed petitions with the City Clerk.~~

~~E. Each petition form shall contain the ballot title and the full text of the measure to be referred. The City Clerk shall verify the sufficiency of the signatures on the petitions. If sufficient valid signatures are properly submitted, the City Clerk shall cause the referendum measure to be submitted to the City voters at a general or special election held on one of the dates provided in RCW 29.13.010, as determined by the City Council, which election shall not take place later than one hundred twenty (120) days after the signed petition has been filed with the City Clerk.~~

**~~1.10.030 Exclusive procedure.~~**

~~The referendum procedures herein adopted shall be exclusive in all instances for any City ordinance first imposing, or increasing the specific taxes designated as subject to referendum as provided in Section 1.10.010 and no other taxes or rates imposed by the City shall be subject to the said referendum procedures. The referendum procedure provided in Chapter 35A.11, RCW is hereby superseded.~~

H. Initiative and Referendum

**1.10.040 Grant of powers.**

The voters of the City are hereby granted the powers of initiative and referendum, ~~subject to the limitations of State law, the general law, and this chapter pursuant to Revised Code of Washington (RCW) 35A.11.080 through 35A.11.100.~~ Such powers are to be exercised as provided in these sections as they now exist or may be amended and said sections are hereby incorporated in full by this reference.

**1.10.045 Fiscal Impact Statement**

A. A fiscal impact statement shall be prepared for any Initiative or Referendum in which there are sufficient signatures to qualify the measure for placement on the ballot. The City Manager shall request that the City Council approve an agreement with a third-party consultant to prepare the fiscal impact statement in regards to City operations. If the City Council does not approve such an agreement with a third-party consultant, the provisions of the Section shall not apply.

B. A fiscal impact statement prepared under this Section must be impartial, factually accurate, non-argumentative, and unbiased. Additionally, a fiscal impact statement should include any assumptions being made in its preparation, and may describe projected increases or decreases in revenues, costs, expenditures, or indebtedness should the measure be adopted.

C. A fiscal impact statement prepared under this Section should be completed at least 45 days prior to the date in which the measure will appear on the ballot. If the City Manager determines that the fiscal impact of an Initiative or Referendum cannot be accurately determined, the provisions of the Section shall not apply. The fiscal impact statement shall be made available to members of the public, including but not limited to the City's website.

**1.10.050 Effective date of ordinances.**

~~Ordinances subject to referendum shall not go into effect before thirty (30) days from the time of final passage and shall be subject to referendum during the said interim, except ordinances by general or common law not subject to referendum and except:~~

~~A. Ordinances initiated by petition;~~

~~B. Ordinances necessary for immediate preservation of public peace, health, and safety or for the support of City government and its existing public institutions which contain a statement of urgency and are passed by unanimous vote of the Council;~~

~~C. Ordinances providing for local improvement districts;~~

~~D. Ordinance appropriating money;~~

~~E. Ordinances providing for or approving collective bargaining;~~

~~F. Ordinances providing for the compensation of or working conditions of City employees;~~

~~G. Ordinances authorizing or repealing the levy of taxes; which excepted tax ordinances shall go into effect as provided by the general law or by applicable selections of Title 35A RCW as now or hereafter amended.~~

**1.10.060 Initiative and referendum petitions — Content and form.**

~~Every initiative and referendum petition shall contain the following essential elements:~~

~~A. A warning which shall read:~~

~~WARNING~~

~~Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.~~

~~B. A clear and concise statement of the action sought by the petitioners;~~

~~C. The title of the ordinance being initiated, or the ordinance sought to be referred;~~

~~D. A true and correct copy of the ordinance being initiated, or the ordinance sought to be referred, which ordinance may be printed upon the face of the petition or may be firmly affixed to the petition;~~

~~E. Numbered lines, not to exceed twenty (20) per sheet, with sufficient space for a signature, printed name, date of signing, and residence address of the signer, on each such line; and~~

~~F. A statement that each signer is a registered voter resident in the City.~~

**1.10.070 Form of petition — Requirements.**

~~Every initiative and referendum petition shall consist of a single page or group of single pages containing identical text and identical attachments, if any, in compliance with the requirements of content set forth in subsection A of this section, and shall further comply with the following requirements of form:~~

~~A. Petitions shall be printed or typed on single sheets of white paper of good quality measuring not less than eight and one-half inches in width and eleven inches in length;~~

~~B. Each sheet shall have a margin of not less than one and three-quarters inches at the top for binding;~~

~~C. Printing or typewriting shall be clear, legible and reproducible and shall be of at least 8-point type or, if typewritten, be of pica, or equivalent size with not more than 10 characters per inch, and shall be black in color;~~

~~D. Petitions shall be devoid of any statements for or against the proposition, and any quotations, pictures, logos, symbols or other language intended to, or which might tend to, constitute an endorsement or argument, or which might tend to deceive or to misrepresent any fact; and~~

~~E. The reverse side of each petition sheet shall be blank.~~

**~~1.10.080 Form of petition — Proposed ordinance.~~**

~~Every initiative petition initiating a proposed ordinance for submission to the City Council and, in lieu of enactment by the Council, to the voters of the City, shall be substantially in the following form:~~

**~~WARNING~~**

~~Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.~~

**~~INITIATIVE PETITION FOR SUBMISSION TO THE SEATAC CITY COUNCIL~~**

~~TO: The City Council of the City of SeaTac:~~

~~We, the undersigned registered voters of the City of SeaTac, State of Washington, residing at the addresses set forth opposite our respective names, being equal to fifteen percent (15%) of the total number of names of persons listed as registered voters within the City on the day of the last preceding City general election, respectfully request that the following ordinance be enacted by the City Council or, if not so enacted, be submitted to a vote of the residents of the City. The title of the said ordinance is as follows:~~

~~[Here insert the title, ensuring that the proposed ordinance does not contain more than one subject and that the subject is clearly expressed in the title, and then insert one of the two sentences shown below].~~

~~[The full text of the ordinance is as follows:] or [A full, true and correct copy of the ordinance is attached to this Petition.]~~

~~Each of us for himself or herself says: I have personally signed this petition; I am a registered voter of the City of SeaTac, State of Washington; and my residence address is correctly stated.~~

~~Signature Printed Name Street and Number City Date~~

~~1. \_\_\_\_\_~~

~~20. \_\_\_\_\_~~

**1.10.090 Form of petition — Repeal of ordinance.**

~~Every referendum petition seeking to refer an enacted ordinance to the City Council for repeal and, in lieu of repeal by the Council, to the voters of the City for approval or rejection, shall be substantially in the following form:~~

**WARNING**

~~Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.~~

**PETITION FOR REFERENDUM**

~~TO: The City Council of the City of SeaTac:~~

~~We, the undersigned registered voters of the City of SeaTac, State of Washington, residing at the addresses set forth opposite our respective names, being equal to fifteen percent (15%) of the total number of names of persons listed as registered voters within the City on the day of the last preceding City general election, respectfully request that Ordinance No. \_\_\_\_\_ enacted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, be repealed by the Council or, if not so repealed, be referred to a vote of the residents of the City for their approval or rejection. The title of the said ordinance is as follows:~~

~~[Here insert the title of the Ordinance as enacted, and then insert one of the two sentences shown below]~~

~~[The full text of the ordinance, as enacted by the City Council, is as follows:] or [A full, true and correct copy of the ordinance as enacted by the City Council is attached to this Petition.]~~

~~Each of us for himself or herself says:~~

~~I have personally signed this petition; I am a registered voter of the City of SeaTac, State of Washington; and my residence address is correctly stated.~~

~~Signature Printed Name Street and Number City Date~~

1. \_\_\_\_\_

20. \_\_\_\_\_

**~~1.10.100 Initiative and referendum petitions — Filing of sample with City Clerk.~~**

~~A. No initiative or referendum petition shall be distributed to the public for solicitation of signatures until a sample petition has been submitted to the City Clerk, for the purpose of ensuring that permanent or temporary alterations do not occur during the solicitation process. The sample petition shall be either one of the printed petitions or a galley proof or other accurate specimen of the petition. The City Clerk shall retain the sample petition for comparison with the signed petitions later filed for determination of sufficiency.~~

~~B. The individual or individuals, or entity, sponsoring the petition shall also provide to the City Clerk the name and mailing address of the sponsor.~~

~~C. If requested by the sponsor, the City Clerk may, with advice of the City Attorney, review, require changes, and/or approve the content and format of the petition and, if an initiative petition, the title and text of the proposed ordinance.~~

~~D. If such approval is granted, signed petitions shall, upon filing, be subject only to review for sufficiency of signatures and to ensure that alterations have not been made.~~

**~~1.10.110 Required signatures.~~**

~~Petitions for initiative or referendum must be signed, in ink or indelible pencil, by the number of registered voters of the City equal to at least fifteen percent (15%) of the total number of names of persons listed as registered voters within the City on the day of the last preceding City general election.~~

**~~1.10.120 Filing of signed petitions.~~**

~~All signed initiative and referendum petitions must be filed with the City Clerk. A signed initiative petition may be filed at any time. A signed referendum petition must be filed prior to the effective date of the ordinance. Upon timely filing of a referendum petition with the City Clerk, the ordinance sought to be referred to the voters shall be suspended from taking effect until there is a final determination of insufficiency or untimeliness of the referendum petition, or the ordinance so referred is approved by the voters at a referendum election.~~

**~~1.10.130 Addition and withdrawal of signatures until terminal date.~~**

~~Within three (3) working days after the filing of a signed petition, the City Clerk shall commence the proceeding to determine sufficiency of the petition, and shall file a certificate stating the date upon which such determination was commenced, which date shall be referred to as the terminal date. A copy of the said certificate shall be personally served upon, or mailed to, the sponsor of the petition. Additional pages of signatures may be added to the petition by filing the same with the City Clerk prior to the terminal date. Any signer of a filed petition may withdraw his or her signature by a written request for withdrawal filed with the City Clerk prior to the terminal date. Such written request shall so sufficiently described the petition as to make identification of the~~

~~person, and the petition, certain. The name of any person seeking to withdraw shall be signed exactly the same as contained on the petition and, after the filing of such request for withdrawal, prior to the terminal date, the signature of any person seeking such withdrawal shall be deemed withdrawn.~~

**1.10.140 Determination of sufficiency.**

~~Commencing on the terminal date, and proceeding with reasonable promptness, the City Clerk shall ensure that the petition complies with the requirements of form and content specified in this part, unless approval of the City Clerk shall have been previously granted, and that the filed petition is identical to the sample petition filed with the City Clerk pursuant to Section 1.10.100. If the petition initiates an ordinance, and if approval of the City Clerk was not previously granted, the City Clerk, with advice of the City Attorney, shall determine the legality and sufficiency of the title and text of the proposed ordinance. The City Clerk shall then refer the petition to the Superintendent of Elections of the King County Records and Elections Division, as ex officio supervisor of City elections, pursuant to RCW 35A.29.040, whereupon the sufficiency of signatures shall be determined by the Superintendent and City Clerk in accordance with general law and with the following criteria:~~

~~A. Petitions containing the required number of signatures shall be accepted as prima facie valid until their invalidity has been proved;~~

~~B. A variation on petitions between the signatures on the petition and that on the voter's permanent registration caused by the substitution of initials instead of the first or middle names, or both, shall not invalidate the signature on the petition if the surname and handwriting are the same;~~

~~C. Signatures, including the original, of any person who has signed a petition two or more times shall be stricken;~~

~~D. Signatures followed by a date of signing which is more than six months prior to the date of filing of the petition shall be stricken;~~

~~E. All signatures on any petition which has been temporarily or permanently altered shall be invalid and shall not be counted;~~

~~F. If signatures are found to be insufficient, the City Clerk shall so notify the sponsor by certificate of insufficiency and the sponsor shall have ten (10) days from the date of the certificate in which to amend the petition by filing additional signed petitions;~~

~~G. The Superintendent of Elections and the City Clerk shall determine the sufficiency of such additional signatures and, if found insufficient, the City Clerk shall issue a second certificate of insufficiency and the petition shall be returned to the sponsor without further action; and~~

~~H. If the signatures be found sufficient, the City Clerk shall file a certificate of sufficiency and shall provide a copy thereof to the sponsor.~~

**1.10.150 Alteration of petitions declared unlawful.**

~~Vigorous political debate concerning the merits of initiatives and referendums is appropriate and to be encouraged. However, initiative and referendum petitions themselves should be documents which inform voters of the issues before them and which record the signatures of voters who wish to support the initiative or referendum. It is necessary to ensure that the language and form of initiative and referendum petitions not be subjected to unapproved alteration by persons desiring to use the petitions as instruments of political debate or to induce voters to sign petitions based upon inaccurate or misleading characterizations of the petitions. Therefore, the following sanctions are declared necessary to discourage alteration of petitions and to uphold the integrity of the initiative and referendum process:~~

~~A. The permanent or temporary alteration of any initiative or referendum petition is hereby declared unlawful; and~~

~~B. Any person who shall intentionally and maliciously alter an initiative or referendum petition, or distribute an altered initiative or referendum petition, shall be guilty of violation of a City ordinance equivalent to a misdemeanor and, upon conviction, shall be subject to a term of imprisonment in jail not to exceed one (1) year or a fine in an amount not to exceed the sum of one thousand dollars (\$1,000.00), or both. The act of intentionally altering a petition shall be a separate crime for each page, sheet or copy of any petition so altered.~~

#### ~~**1.10.160 Definitions pertaining to alteration of petitions.**~~

~~For purposes of this chapter, the following definitions are adopted in regard to the alteration of initiative and referendum petitions:~~

~~A. "Alter" means to cause alteration.~~

~~B. "Alteration" is any change to an initiative or referendum petition which occurs between the time the sample form is filed with the City Clerk and the time when the signed petitions are returned to the City Clerk including, but not limited to, the addition of any unapproved language, either printed or handwritten, the crossing out, covering or obscuring of approved language, the underlining or highlighting of any words or part of the petition, or the physical attachment to the petition by any means (e. g., stapling, taping, gluing or clipping) of any unapproved document, with the exception of:~~

~~1. The signatures and other information required of the petition signers;~~

~~2. Normal wear and tear, so long as such wear and tear does not make illegible any significant portion of the approved language of the petition.~~

~~C. "Permanent alteration" is such alteration as is observable at the time the signed petitions are filed with the City Clerk.~~

~~D. "Temporary alteration" is such alteration which occurs at any time during the solicitation of signatures for the petition but which is no longer observable when the signed petitions are filed with the City Clerk.~~

#### ~~**1.10.170 Petition Review Board created.**~~

~~There is hereby created a Petition Review Board which shall consist of the Mayor, City Manager, and Police Chief. The Board is authorized to include the King County Superintendent of Elections as a member of the Board, with or without voting rights. The Board shall consider and act upon any evidence or reports of temporary or permanent alteration of petitions, or any other matters relating to initiative and referendum petitions which the Board may determine to warrant investigation, report to the City Council, or legal action.~~

**~~1.10.180 Action upon indication of permanent alteration.~~**

~~When signed petitions are filed, the City Clerk shall examine the same to determine whether any permanent alteration shall have occurred. Any apparently altered petitions shall be retained by the City Clerk and shall not be transmitted to the King County Superintendent of Elections, although the Superintendent shall be notified of the withholding of apparently altered petitions. The City Clerk shall immediately report the apparent permanent alteration to the Petition Review Board for consideration and action. The City Clerk shall notify the petition sponsor or sponsors of the apparent permanent alteration and shall make the altered petitions available for inspection. If the Petition Review Board finds that permanent alteration did occur, notice of that finding shall be forwarded to the King County Superintendent of Elections and to the petition sponsor or sponsors.~~

**~~1.10.190 Action upon indication of temporary alteration.~~**

~~At any time before the City Clerk issues a certificate of sufficiency, an initiative petition is acted upon by the City Council by enactment of the proposed ordinance, a referendum petition is acted upon by the City Council by repeal of the challenged ordinance, or an initiative or referendum petition is referred to the voters, whichever is later, any City official or employee, and any registered voter of the City, may allege that a petition or petitions were temporarily altered during the period of solicitation of signatures. Any such allegation shall be made by filing with the City Clerk an affidavit stating the factual basis for the allegation. The City Clerk shall transmit the affidavit to the Petition Review Board, and, if the petition has been transmitted to the King County Superintendent of Elections for determination of sufficiency of signatures, a copy of the affidavit shall be forwarded to the said Superintendent. If the number of signatures determined to be valid, without regard to whether the petition was or was not altered, is insufficient to satisfy the fifteen percent (15%) requirement of initiative or referendum petitions, then the City Clerk shall file a certificate of insufficiency and shall provide a copy thereof to the petition's sponsor or sponsors. The Petition Review Board shall, in that case, consider whether a fact finding hearing should be held for the purpose of preferring criminal charges. If the number of signatures on the questioned petition is determined to be sufficient, if obtained on unaltered petitions, then the Petition Review Board shall convene a fact finding hearing and make final determination.~~

**~~1.10.200 Fact finding hearing.~~**

~~The members of the Petition Review Board shall convene a fact finding hearing in event of any temporary alteration where petition signatures would otherwise be sufficient, and in event of any permanent alteration which the Board may deem appropriate for investigation. The fact finding hearing shall be conducted in accordance with the following:~~

~~A. Parties to the hearing shall be the petition challenger or challengers and the petition sponsor or sponsors. The challenger shall have the burden of proving the fact, nature and extent of any alteration by a preponderance of the evidence;~~

~~B. The City Attorney shall conduct the hearing on behalf of the Petition Review Board;~~

~~C. The Board shall determine whether alteration took place as alleged and, if so, shall determine whether the number of signatures invalidated by alteration reduces the number of signatures below the requisite fifteen percent (15%) minimum;~~

~~D. The members of the Petition Review Board must agree unanimously in order to invalidate signatures on temporarily or permanently altered petitions;~~

~~E. The hearing shall be electronically recorded;~~

~~F. The Petition Review Board shall make its findings and decision and shall transmit the same to the City Clerk, who shall then file a final certificate of sufficiency or insufficiency, and shall provide a copy thereof to the petition challenger or challengers, if any, and to the petition sponsor or sponsors.~~

**~~1.10.210 Appeal to the Superior Court.~~**

~~A certificate of insufficiency may be appealed by the sponsor or sponsors of any petition, or by any signer, and any final certificate of sufficiency or insufficiency, following review by the Petition Review Board, may be appealed by any aggrieved party to the King County Superior Court. Such appeal shall be by writ filed with the Superior Court within ten (10) calendar days following the filing of the certificate of insufficiency, or of the final certificate of sufficiency or insufficiency, and a copy thereof shall be served upon the City Clerk within three (3) days following such filing in the Superior Court.~~

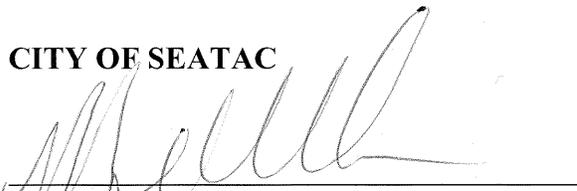
**~~1.10.220 Certificate of sufficiency—Action by City Council.~~**

~~Within twenty (20) days following the filing by the City Clerk of a certificate of sufficiency as to any initiative or referendum petition, the request by the petitioners shall be placed upon the agenda of the City Council for consideration. The City Council may refer the matter to committee or may otherwise defer the matter for further investigation and study, providing that any such continuance or deferral shall not result in inability to place the initiative or referendum upon the ballot at the next City municipal election. The City Council may enact any ordinance, without alteration, proposed by initiative petition and may repeal any previously enacted ordinance pursuant to request of a referendum petition. If the City Council determines not to take such action in response to a petition, an appropriate ballot title shall be drawn, notice and publication shall be given, and the initiative or referendum measure shall be placed upon the ballot to be voted at the next following general or special City election, pursuant to law.~~

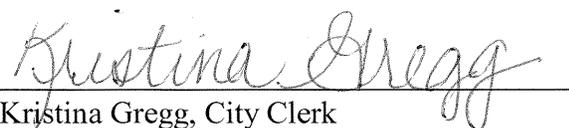
**Section 2.** This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

ADOPTED this 22 day of April, 2014, and signed in authentication thereof on this 22 day of April, 2014.

CITY OF SEATAC

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 5/22/14]

[Amend SMC 1.10]

**ORDINANCE NO. 14-1004**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute an agreement with Wisenet Branin Brothers LLC for acquisition of a walking path easement between Angle Lake Park and the Hughes Property and amending the City's 2013-2014 Biennial Budget.

**WHEREAS**, the City Council finds that it is appropriate for the City to enter into an agreement with Wisenet Branin Brothers, LLC for the acquisition by the City of a walking path easement between Angle Lake Park and the Hughes Property; and

**WHEREAS**, the City will compensate Wisenet Branin Brothers LLC fair market value for the cost of the easement in accordance with the terms of the attached agreement; and

**WHEREAS**, an amendment to the City's 2013-2014 Biennial Budget is necessary to appropriate funds for the acquisition of the easement;

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

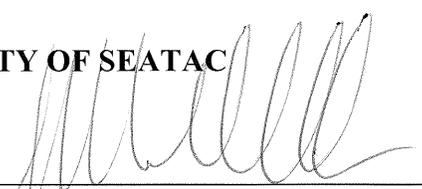
**Section 1.** The City Manager is authorized to execute an agreement between the City and Wisenet Branin Brothers LLC in substantially similar form as attached hereto as Exhibit A.

**Section 2.** The City's 2013-2014 Biennial Budget shall be amended to increase expenditures in Fund 301, the Municipal Capital Improvement Fund, by \$33,800.

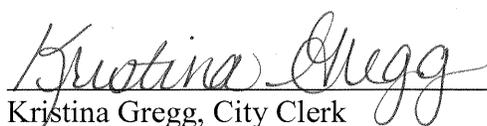
**Section 3.** This Ordinance shall not be codified and shall be in full force and effect five days after passage and publication as required by law.

ADOPTED this 13th day of May, 2014, and signed in authentication thereof on this 13th day of May, 2014.

CITY OF SEATAC

  
\_\_\_\_\_  
Mia Gregerson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 5/24/14]

[Angle Lake Easement and Budget Amendment]

## **Exhibit A**

Exhibit A to the Resolution (proposed Memorandum  
of Understanding Regarding Path Access Easement)

**MEMORANDUM OF UNDERSTANDING REGARDING  
PATH ACCESS EASEMENT**

THIS MEMORANDUM OF UNDERSTANDING (referred to as the "MOU") is made and entered into between the City of SeaTac ("City") and Wisenet Branin Brothers LCC ("Owner") on the following terms and conditions:

**WHEREAS**, Owner owns real property in the City of SeaTac, located at 19600 International Blvd. S., Assessor's Property Tax Parcel Number 0422049286 (referred to as the "Property");

**WHEREAS**, the City has proposed construction of a public walking path (referred to as the "Walking Path") parallel to the Angle Lake shoreline on the Property; and

**WHEREAS**, in order to develop the Walking Path, the City has requested an easement from the Owner through the Property, in exchange for valuable consideration; and

**WHEREAS**, the City and the Owner believe that it is appropriate to enter into this Memorandum of Understanding (MOU) in order to formalize the understanding between the parties;

**NOW, THEREFORE**, it is agreed by the City and the Owner as follows:

**Section A--Purpose.**

The purpose of this MOU is to formalize an understanding between the City and the Owner for the granting of an easement to facilitate construction of the Walking Path on the Property. Once the MOU is signed by all parties, the City and the Owner will sign the document for recording the easements and other related documents. The City will pay for the drafts, edits, legal fees, recording fees related to this transaction.

The City of SeaTac will supervise and pay for the property projects below. Property owner's portion of these expenses will be deducted from the easement payment made by the City.

**Section B--Owner Agreement.**

The Owner agrees to the following:

Owner will grant an easement for the City to design, construct and maintain the Walking Path not greater than ten feet in width from the north edge to the south edge of the Property (referred to as the "Path Easement"). The Path Easement will parallel to the lake bank as shown in the survey Exhibit A to this MOU. The Path Easement

shall be in a location that would reasonably allow for the design and construction of the Walking Path.

1. The Owner agrees to pay one-half (1/2) of the cost of the fence materials and installation (*see Section C(2) below*), or \$7,110.72. Whichever is less.
2. The Owner agrees to pay the entire cost of removing the trees (*see Section C(3) below*), or \$7,774.50. Whichever is less.

**Section C--City Agreement.**

The City agrees to the following:

1. The City will pay the Owner the appraised value of \$33,800 for 880 square feet for the Path Easement. Payment of \$18,914.78 net proceeds (\$33,800 less \$7,774.50 & \$7,110.72) will be made at the time of delivery of the Path Easement to the City.
2. The City will construct a fence between the Property and the adjacent City owned parcel to the South (King County Tax Parcel Number 0422049138, and referred to as the "Hughes Property"). Construction of the fence will be completed no later than 45 days after this MOU is signed, unless another date is otherwise mutually agreed upon. This fence will be a 11 gauge vinyl coated to 9 gauge. The height will be 6 foot black vinyl chain link fence which will include 90 feet from lake of three rail. The remaining fence will be two rail and will generally run perpendicular from the Angle Lake shoreline to the existing sidewalk on International Blvd. The City will hire a contractor and make payment to said contractor for the materials and installation of the fence. The Owner agrees to pay the half the cost of installing the fence, which is \$7,110.72 or less. The City will secure a certificate of insurance naming Wisenet Branin Brothers LLC as additional insured.
3. The City will remove seven trees (referred to as "Trees") that are on the Property but are very close to the property line between the Property and the Hughes Property. The trees are identified on Exhibit D. Removal of the trees will be completed no later than 45 days after this MOU is signed, unless another date is otherwise mutually agreed upon. The City will hire a contractor and make payment to the contractor for cutting down and removing the trees. The Owner agrees to pay the entire cost of removing the trees, not to exceed at \$7,774.50. The City will secure a certificate of insurance naming Wisenet Branin Brothers LLC as additional insured.
4. The actual location of the proposed pathway through the property is shown in the survey listed as Exhibit C.

5. The City will construct a minimum 6' black chain link dividing fence to the west of the Path Easement (referred to as the "Trail Dividing Fence"). The purpose of the Trail Dividing Fence is to provide separation from the Walking Path and the majority of the Property to the west of the Walking Path. The Trail Dividing Fence will be constructed just west of the trail as shown on Exhibit C. In addition, the Trail Dividing Fence will have a locking gate to provide private (not public) access between the Walking Path and the majority of the Property to the west of the Walking Path.
6. The City will utilize its best efforts to prevent public access to the Path Easement until construction of the Walking Path is complete.
7. The Path Easement will provide that the City will maintain the landscaping and provide trash pickup on the Property between the Trail Dividing Fence and the Angle Lake shoreline once the Walking Path has been constructed and is open to the public.
8. The City will pay all fees associated with the recording of the Path Easement.

**Section D--Finalization of Details.**

Time is of the essence for the recording of the easement. The intent is for the easement to be recorded within 90 days from the signing of this agreement.

**Section E--Other Provisions.**

Any payments owed to the City by the Owner pursuant to Section B(1) and B(2) will be deducted from the \$33,800 payment the City would make to the Owner as outlined in Section C(1). However, should the Owner not execute the Path Easement, the Owner will be responsible for payment to the City of any costs incurred pursuant to Section B(1) and B(3) if such work is performed by the City.

Wisenet Branin Brothers LLC.

**CITY OF SEATAC**



By: Bruce Wiseman, Managing Member  
Date: March 31, 2014

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

Approved as to form:



By: Duff Branin, Member  
Date: March 31, 2014

\_\_\_\_\_  
City of SeaTac Legal Department

# **EXHIBIT "A"**

## **CITY OF SEATAC PEDESTRIAN ACCESS EASEMENT LOT 2, SP #20120514900006**

**THAT PORTION OF LOT 2 OF CITY OF SEATAC SHORT PLAT RECORDED UNDER KING COUNTY RECORDING NUMBER 20120514900006, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

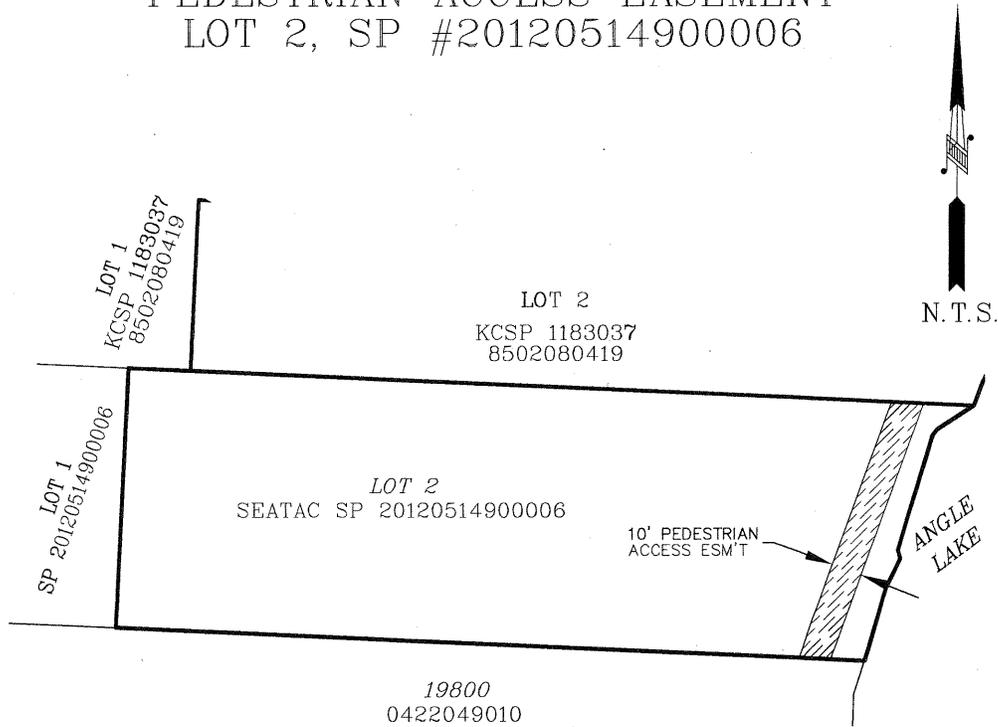
**AN EASEMENT 10 FEET IN WIDTH, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;  
THENCE S 87°27'52" E, ALONG THE NORTH LINE OF SAID LOT 2,  
A DISTANCE OF 255.83 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE;  
THENCE S 19°52'44" W 89.05 FEET TO THE SOUTHERLY LINE OF SAID LOT 2, AND THE TERMINUS OF SAID DESCRIBED EASEMENT CENTERLINE.**

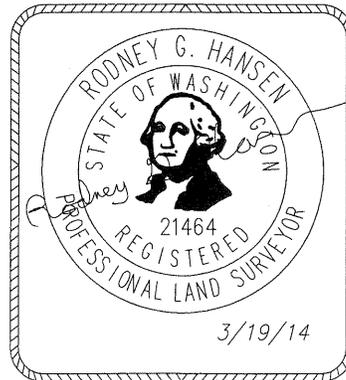
**ALL SITUATE IN THE NE ¼ OF THE NE ¼ SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.**

**CONTAINING 891 SQUARE FEET , MORE OR LESS.**

CITY OF SEATAC  
PEDESTRIAN ACCESS EASEMENT  
LOT 2, SP #20120514900006



PEDESTRIAN ACCESS EASEMENT  
AREA = 891 S.F. OR 0.02 Ac. +/-



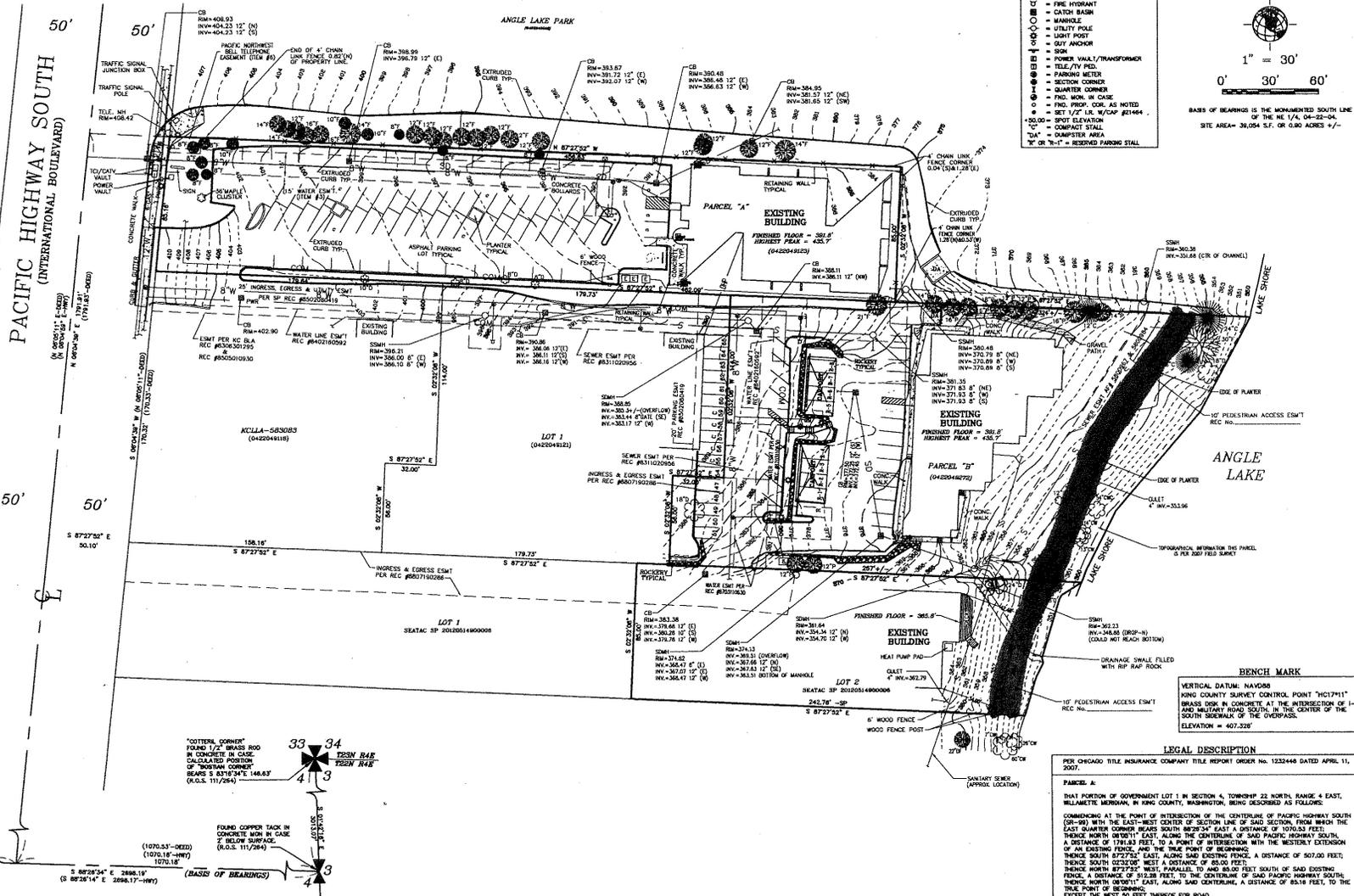
WDS 3-31-14  
BW 3-31-14

## **Exhibit B**

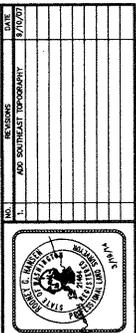
This Exhibit B to Memorandum of Understanding  
intentionally omitted.

PORTION OF THE NE 1/4, NE 1/4, SECTION 4, TWP. 22 N., RGE. 4 E., W.M.  
KING COUNTY, WASHINGTON

PACIFIC HIGHWAY SOUTH  
(INTERNATIONAL BOULEVARD)



- LEGEND**
- S = SANITARY SEWER
  - SB = STORM SEWER
  - OL = GAS LINE
  - OP = OVERHEAD POWER LINE
  - WL = WATER LINE
  - GV = GAS VALVE
  - WV = WATER VALVE
  - WM = WATER METER
  - PH = FUEL HYDRANT
  - CB = CATCH BASIN
  - MP = MANHOLE
  - UP = UTILITY POLE
  - LP = LIGHT POST
  - AI = GUY ANCHOR
  - DM = SIGN
  - PV = POWER VALVE/TRANSFORMER
  - TV = TELEVISION
  - PM = PARKING METER
  - SC = SECTION CORNER
  - QC = QUARTER CORNER
  - PC = PLOT CORNER OR CASE
  - PO = PLOT PROP. COR. AS NOTED
  - SE = SET 1/2" LIE W/CAP #21664
  - EE = SPOT ELEVATION
  - CS = COMPACT STALL
  - CA = DAMPSTER AREA
  - OR or OR-1 = RESERVED PARKING STALL



**HANSEN SURVEYING**  
LAND SURVEYORS & CONSULTANTS  
17705 LORTON AVE. S.E., P.O. BOX 80000  
SEATTLE, WA 98108  
TEL: 425-255-8440 FAX: 425-255-1006

PROPOSED TRAIL EASEMENT SURVEY  
FOR THE  
CITY OF SEACAT  
SEA-TAC, WASHINGTON

**LEGAL DESCRIPTION**  
PER CHICAGO TITLE INSURANCE COMPANY TITLE REPORT NO. 1232448 DATED APRIL 11, 2007.

**PARCEL A:**  
THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF PACIFIC HIGHWAY SOUTH (04-99) WITH THE EAST-WEST CENTER OF SECTION LINE OF SAID SECTION, FROM WHICH THE EAST QUARTER CORNER BEARS SOUTH 89°29'34" EAST A DISTANCE OF 1070.53 FEET; THENCE NORTH 89°01'11" EAST, ALONG THE CENTERLINE OF SAID PACIFIC HIGHWAY SOUTH, A DISTANCE OF 1791.83 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF AN EXISTING FENCE, AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 87°27'52" EAST, ALONG SAID EXISTING FENCE, A DISTANCE OF 507.00 FEET; THENCE SOUTH 87°27'52" WEST, PARALLEL TO AND 80.00 FEET SOUTH OF SAID EXISTING FENCE, A DISTANCE OF 212.89 FEET, TO THE CENTERLINE OF SAID PACIFIC HIGHWAY SOUTH; THENCE NORTH 87°27'52" WEST, PARALLEL TO AND 80.00 FEET SOUTH OF SAID EXISTING FENCE, A DISTANCE OF 212.89 FEET, TO THE CENTERLINE OF SAID PACIFIC HIGHWAY SOUTH; THENCE NORTH 89°01'11" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 85.16 FEET, TO THE TRUE POINT OF BEGINNING;  
EXCEPT THE WEST 50 FEET THEREOF FOR ROAD.

FORMERLY SHOWN AS THAT PORTION OF THE NORTH 85 FEET OF THE SOUTH 255 FEET OF GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF PACIFIC HIGHWAY SOUTH (04-99) WITH THE EAST-WEST CENTER OF SECTION LINE OF SAID SECTION, FROM WHICH THE WESTERLY OF A LINE BEGINNING AT A POINT 527 FEET EAST (AS MEASURED ALONG THE NORTH LINE OF SAID 85 FOOT STRIP) OF THE CENTERLINE OF STATE HIGHWAY 161 AND LING; THENCE WESTERLY OF A LINE BEGINNING AT A POINT 527 FEET EAST (AS MEASURED ALONG THE NORTH LINE OF SAID 85 FOOT STRIP) OF THE CENTERLINE OF SAID PACIFIC HIGHWAY SOUTH; THENCE A BRIGHT ANGLE TO THE NORTH LINE OF SAID 85 FOOT STRIP TO A POINT ON THE SOUTH LINE THEREOF AND THE TERMINUS OF SAID DESCRIBED LINE.

**PARCEL B:**  
LOT 1 KING COUNTY SHORT PLAT NUMBER 1183037, RECORDED UNDER RECORDING NUMBER 850280419, IN KING COUNTY, WASHINGTON.

**NOTE:** THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON EXISTING AS-BUILT DRAWINGS AND ARE NOT GUARANTEED TO BE CORRECT, NOR ALL INCLUSIVE. ALL UTILITIES MUST BE VERIFIED PRIOR TO CONSTRUCTION. CALL 1-800-424-5555 FOR UTILITY LOCATIONS.

Exhibit A.C.

DATE:	3/12/2014
DRAWN BY:	PJC
CHECK BY:	ROH
SHEET:	1
OF:	1
JOB NUMBER:	20722



WAB 3/31/14 RW 3/31/14

**ORDINANCE NO. 14-1005**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 1.20 of the SeaTac Municipal Code, relating to the duties of the Hearing Examiner, procedural requirements and land use permit decision criteria.

**WHEREAS**, in 1990, the City of SeaTac adopted Ordinance 90-1045, establishing a hearing examiner system under the provisions of Chapter 35A.63 RCW to hear and decide land use applications and other matters; and

**WHEREAS**, the City has found the hearing examiner system to be an efficient method to consider these applications; and

**WHEREAS**, the subsequent adoption and/or amendment of other portions of the Municipal Code, including the Zoning Code (Title 15) and Development Review Code (Title 16A), has resulted in some duplication and/or conflicting provisions with Chapter 1.20; and

**WHEREAS**, the City Planning Commission has made a recommendation regarding potential amendments to other portions of the Municipal Code while reviewing the proposed amendments to Chapter 1.20; and

**WHEREAS**, on January 24, 2014, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

**WHEREAS**, pursuant to the Washington State Environmental Policy Act guidelines, WAC 197-11-800(19), procedural actions are exempt from SEPA review; and

**WHEREAS**, the Planning Commission reviewed the aforesaid changes to the hearing examiner system at duly noticed open public meetings on January 7 and February 4, 2014; and

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

**Section 1.** Chapter 1.20 of the SeaTac Municipal Code is hereby amended to read as follows:

**Chapter 1.20**  
**HEARING EXAMINER SYSTEM**

Sections:

- 1.20.010 Purpose.
- 1.20.020 Office created.
- 1.20.030 Appointment and terms.
- 1.20.040 Removal.
- 1.20.050 Qualifications.
- 1.20.060 Examiner pro tem.
- 1.20.070 Freedom from improper influence.
- ~~1.20.080 Functions relating to area zoning.~~
- 1.20.090080 Decisions appealable to the Council.
- 1.20.100090 Recommendations to the Council.
- 1.20.110100 Decisions of the Examiner which are final.
- 1.20.120110 Hearing procedures.
- 1.20.130120 Public hearing.
- 1.20.135130 Appeal hearing.
- ~~1.20.140 Procedural notice requirements.~~
- ~~1.20.150 Planning Department report.~~
- ~~1.20.160 General criteria for Examiner decisions.~~
- ~~1.20.170 Additional criteria for pending area zoning Recommendations.~~
- ~~1.20.180 Additional criteria for zoning decisions.~~
- ~~1.20.190 Additional criteria for subdivision decisions.~~
- ~~1.20.200 Additional criteria for variances.~~
- 1.20.210140 Examiner actions.
- 1.20.220150 Appeal to Examiner – Notice and content and supplemental information.
- 1.20.230160 Appeal to Council – Notice.
- 1.20.240170 Appeal to Council – Content.

- 1.20.250180 Appeal to Council – Consideration.
- 1.20.260190 Appeal to Council – Council action.
- 1.20.270200 Reconsideration of final action.
- 1.20.280210 Review of final decisions.

**1.20.010 Purpose.**

The purpose of this chapter is to establish a hearing examiner system under the provisions of Chapter 35A.63 RCW to hear and decide certain land use applications ~~for amendments to land use regulations~~ and other matters as specifically assigned by ordinance. (Ord. 90-1045 § 1)

**1.20.020 Office created.**

The office of Hearing Examiner is hereby created to act on behalf of the City Council by considering and applying zoning and regulatory ordinances to the land as provided herein. The Examiner shall also exercise administrative powers and such other quasi-judicial powers as may be granted by ordinance. (Ord. 90-1045 § 2)

**1.20.030 Appointment and terms.**

The Examiner shall be appointed by the City Manager, subject to confirmation by the Council, to serve for a term of two (2) years. (Ord. 90-1045 § 3)

**1.20.040 Removal.**

The Examiner may be removed from office at any time for just cause by the affirmative vote of a majority of the whole membership of the Council. (Ord. 90-1045 § 4)

**1.20.050 Qualifications.**

The Examiner shall be appointed solely on the basis of qualifications for the duties of the office with special reference to training, actual experience in, and knowledge of administrative or quasi-judicial hearings on zoning, subdivision and other land use regulatory enactments as may be granted by ordinance. (Ord. 90-1045 § 5)

**1.20.060 Examiner pro tem.**

In the event of the absence or the inability of the Examiner to act on an application, a Hearing Examiner pro tem may be appointed, in the manner specified in SMC 1.20.020, for such application or period of absence, and shall have all the duties and powers of the Examiner. (Ord. 90-1045 § 6)

**1.20.070 Freedom from improper influence.**

Individual Councilmembers, City officials or any other persons shall not interfere or attempt to interfere with the performance of the Examiner’s designated duties. (Ord. 90-1045 § 7)

**~~1.20.080 Functions relating to area zoning.~~**

~~Prior to adopting new area zoning, the Council may choose to have the Examiner conduct public hearings to consider individual property requests for changes to the proposed area zoning, in~~

~~which case such decisions shall be considered as recommendations to the Council. (Ord. 90-1045 § 8)~~

**1.20.090080 Decisions appealable to the Council.**

For the following cases, the Examiner shall receive and examine available information, conduct public hearings, prepare records and reports thereof, and make decisions, which shall be given the effect of an administrative ~~or legislative~~ decision appealable to the Council:

- A. Preliminary subdivisions;
- B. Preliminary planned unit developments;
- C. Rezone(s) initiated by the property owner(s);
- ~~D. Appeals from permit denials or conditions imposed on environmental grounds pursuant to the State Environmental Policy Act;~~
- ~~E. Appeals from threshold determinations concerning applications subject to Council action;~~
- FD. Other applications or appeals which the Council may refer by ordinance, specifically declaring that the Hearing Examiner's decision shall be appealable to the Council. (Ord. 96-1019 § 1; Ord. 96-1008 § 2; Ord. 90-1051 § 2; Ord. 90-1045 § 9)

**1.20.100090 Recommendations to the Council.**

For the following cases, the Examiner shall receive and examine available information, conduct public hearings, prepare records and reports thereof, and make a recommendation to the City Council decisions, which shall be given the effect of a recommendation to the Council:

- A. Other applications or matters which the Council may refer by ordinance specifically declaring that the Hearing Examiner shall make a recommendation to City Council.
- ~~B. Applications for shoreline environment redesignation. (Ord. 96-1008 § 3; Ord. 90-1051 § 1)~~

**1.20.110100 Decisions of the Examiner which are final.**

For the following cases, the Examiner shall receive and examine available information, conduct public hearings or appeal hearings, prepare records and reports thereof, and make decisions, which shall be final and conclusive:

- A. Applications for major conditional use permits;
- B. Applications for variances;

C. Applications for shoreline substantial development permits, conditional use permits or shoreline variances ~~when a public hearing is required~~;

D. Appeals from the decision of the City Manager or designee on applications for short subdivisions and lot line adjustments;

E. Appeals from threshold determinations ~~concerning applications not subject to Council action~~;

F. Appeals from notices and orders issued as code enforcement actions;

G. Appeals from decisions regarding the abatement of nonconforming uses;

H. Appeals from administrative decisions or determinations by City officials where the governing ordinance provides for an appeal to the Examiner;

I. Other applications or appeals which the Council may prescribe by ordinance;

J. Appeal for a sign amortization extension;

K. Appeals from administrative decisions regarding minor conditional use permits;

L. Conditional use permit – Essential public facilities (CUP – EPF). (Ord. 03-1020 § 4; Ord. 98-1037 § 3; Ord. 97-1011 § 1; Ord. 96-1008 § 4; Ord. 95-1012 § 1; Ord. 90-1045 § 10)

**1.20.~~120~~110 Hearing procedures.**

The Examiner shall have the power to prescribe procedures for the conduct of hearings subject to confirmation of the Council; and also to issue summons and subpoena to compel the appearance of witnesses and production of documents and materials, to order discovery, to administer oaths, and to preserve order. (Ord. 90-1045 § 11)

**1.20.~~130~~120 Public hearing.**

A. Before rendering a decision on any application, the Examiner shall hold ~~at least one~~ a public hearing which shall be electronically recorded. For applications subject to Council action, the public hearing by the Examiner shall constitute a hearing by the Council.

B. Whenever a project requires more than one permit or approval, the Examiner shall order a consolidation of and conduct the required public hearings to avoid unnecessary costs or delays. Decisions of the Examiner to order and conduct consolidated hearings shall be final in all cases. (Ord. 03-1020 § 5; Ord. 96-1008 § 5; Ord. 90-1045 § 12)

**1.20.~~135~~130 Appeal hearing.**

The appeal hearing shall be electronically recorded and each party shall have the right to call and cross-examine witnesses. (Ord. 03-1020 § 6)

**1.20.140 Procedural notice requirements.**

~~Unless otherwise provided by ordinance, the City Manager, or designee, shall cause notice of the time and place of public hearings to be mailed to all persons of record at least fourteen (14) calendar days prior to the scheduled hearing. Notice of appeal hearings shall be given to the appellant at least thirty (30) days prior to the hearing. Additional notice shall be given as provided in the ordinance governing the particular type of application or appeal. Public hearings may be continued or reopened by the Examiner with written notice to all persons of record at least fourteen (14) calendar days prior to the rescheduled hearing. Public hearings may be continued by the Examiner without additional written notice provided the continuance is made during open session to a specific date, time, and location. (Ord. 03-1020 § 7; Ord. 95-1012 § 1; Ord. 90-1045 § 13)~~

**1.20.150 Planning Department report.**

~~When an application or appeal has been set for hearing, the planning department shall coordinate and assemble the reviews of other departments and governmental agencies having an interest in the subject application or appeal and shall prepare a report summarizing the factors involved and the department findings and recommendation or decision. At least fourteen (14) days prior to the scheduled hearing the report shall be filed with the Examiner and copies thereof shall be mailed to all persons of record who have not previously received said materials. (Ord. 03-1020 § 8; Ord. 90-1045 § 14)~~

**1.20.160 General criteria for Examiner decisions.**

~~A. Each decision of the Examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision.~~

~~B. The Examiner's findings and conclusions shall set forth and demonstrate the manner in which the decision is consistent with, carries out and helps implement applicable State laws and regulations and the regulations, policies, objectives and goals of the Comprehensive Plan, the zoning code, the subdivision code and other official laws, policies and objectives of the City, and that the decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.~~

~~C. The Examiner shall accord substantial weight to the recommendation of the Planning Department. (Ord. 90-1045 § 15)~~

**1.20.170 Additional criteria for pending area zoning – Recommendations.**

~~When the Examiner considers individual property owner requests for pending area zoning, the Examiner shall prepare a report which contains additional findings based on the applicable proposed Comprehensive Plan causing the pending area zoning. (Ord. 90-1045 § 16)~~

**1.20.180 Additional criteria for zoning decisions.**

~~When the Examiner issues a decision regarding an application for a reclassification of property, the decision shall include additional findings which support the conclusion that at least one of the following circumstances applies:~~

~~A. The property is potentially zoned for the reclassification being requested and conditions have been met which indicate the reclassification is appropriate; or~~

~~B. The adopted Comprehensive Plan or area zoning specifies that the property shall be subsequently considered through an individual reclassification application; or~~

~~C. The applicant has demonstrated with substantial evidence that the requested reclassification is required in the public interest. (Ord. 96-1008 § 7; Ord. 90-1045 § 17)~~

**~~1.20.190 Additional criteria for subdivision decisions.~~**

~~When the Examiner issues a decision regarding an application for a subdivision of property and there are conflicts between adopted plans, portions of plans, or zoning, the following criteria shall apply:~~

~~A. In case of conflict in use and density designations between adopted Comprehensive Plans, the most current adopted plan shall govern.~~

~~B. In case of conflict in use and density designations between adopted Comprehensive Plans and present zoning, the zoning shall govern. (Ord. 90-1045 § 18)~~

**~~1.20.200 Additional criteria for variances.~~**

~~A variance shall not be granted unless the Examiner finds:~~

~~A. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property on behalf of which the application was filed is located; and~~

~~B. That such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and~~

~~C. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.~~

~~D. That the special circumstances necessitating the variance have not resulted from any action of the applicant.~~

~~E. That the requested variance will not create a use not generally permitted within the zone in which the subject property is located. (Ord. 90-1051 § 3; Ord. 90-1045 § 19)~~

**1.20.240140 Examiner actions.**

Within ten (10) days of the conclusion of a hearing or rehearing, the Examiner shall render a written recommendation or decision and shall transmit a copy thereof to ~~all persons of record to the City, which shall then transmit the decision to all parties of record.~~

A. The Examiner's decision may be to grant or deny the application or appeal, or the Examiner may grant the application or appeal with such conditions, modifications and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable State laws and regulations and the regulations, policies, objectives and goals of the Comprehensive Plan, the zoning code, the subdivision code and other ordinance, policies and objectives of the City.

B. The conditions, modifications and restrictions that the Examiner may impose include additional setbacks, screenings in the form of landscaping or fencing, covenants, easements and dedications of additional road right-of-way. Performance bonds or equivalent measures may be required to insure compliance with the conditions, modifications and restrictions. (Ord. 90-1045 § 20)

**1.20.220150 Appeal to Examiner – Notice and content and supplemental information.**

A. All notices of appeal regarding any decision being appealed to the Examiner shall be filed with the City Clerk only on forms provided by the City Clerk within fourteen (14) days from the date of the decision, together with a filing fee in the amount specified in the City's schedule of fees by resolution of the City Council.

B. An appellant must file any supplemental written reports, arguments, or briefs within twenty-one (21) days of filing the appeal. (Ord. 03-1020 § 9; Ord. 00-1036 § 1; Ord. 90-1045 § 21)

**1.20.230160 Appeal to Council – Notice.**

Decisions by the Examiner ~~on cases subject to Council action~~ may be appealed to the Council by an aggrieved party by filing a notice of appeal with the City Clerk within fourteen (14) calendar days of the Examiner's written decision, together with a filing fee ~~in the amount of fifty dollars (\$50.00) or in such other amount~~ as may be specified by resolution of the City Council. If no appeal is filed within fourteen (14) calendar days, the Examiner's decision shall be considered as final and conclusive. (Ord. 03-1020 § 10; Ord. 90-1045 § 22)

**1.20.240170 Appeal to Council – Content.**

If a notice of appeal has been filed, the appellant shall file any written arguments within twenty-one (21) calendar days of the date of filing the appeal ~~the Examiner's written decision~~. The written arguments should specify the basis for the appeal and any arguments in support of

the appeal. If appeal arguments are not timely filed, the Examiner's decision shall be considered as final and conclusive. (Ord. 03-1020 § 11: Ord. 90-1045 § 23)

**1.20.250-180 Appeal to Council – Consideration.**

Consideration by the Council of the appeal shall be based upon the record of the Examiner's public hearing and upon written appeal statements based upon the record; provided the Council may allow parties a period of time for oral argument based on the record. ~~The Examiner may conduct a conference with all parties to the appeal for the purpose of clarifying or attempting to resolve certain issues on appeal, provided such conference shall be informal and shall not be part of the public record.~~ If, after consideration of the record, written appeal statements and any oral argument the Council may:

- A. Affirm the decision of the Examiner; or
- B. Determine that an error in fact or procedure may exist or additional information or clarification is desired, the Council shall remand the matter to the Examiner; or
- C. Determine that the recommendation of the Examiner is based on an error in judgment of conclusion, the Council may modify or reverse the decision of the Examiner. (Ord. 90-1045 § 24)

**1.20.260-190 Appeal to Council – Council action.**

The Council shall take final action by ordinance or resolution on an Examiner's recommendation ~~on area zoning~~ or on any appeal of an Examiner's decision and when doing, the Council shall make and enter findings of fact and conclusions from the record which support its action. Said findings and conclusions shall set forth and demonstrate the manner in which the action is consistent with, carries out and helps implement objectives and goals of the Comprehensive Plan, the zoning code, the subdivision code and other official laws, policies and objectives of the City. The Council may adopt as its own all or portions of the Examiner's findings and conclusions. (Ord. 90-1045 § 25)

**1.20.270-200 Reconsideration of final action.**

The Council may reconsider any action after it has become final if:

- A. The action was based in whole or in part on erroneous facts or information;
- B. The action when taken failed to comply with existing laws or regulations applicable thereto; or
- C. An error or procedure occurred which prevented consideration of the interests of persons directly affected by the action. (Ord. 90-1045 § 26)

**1.20.280210 Review of final decisions.**

A. Decisions of the Council shall be final and conclusive unless appealed pursuant to SMC 15.22.065(G); 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 1.20.110 shall be final and conclusive, unless appealed pursuant to SMC 15.22.065(G); provided, no development or related action may occur during said appeal period.

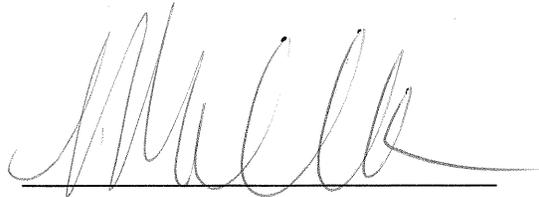
C. Notwithstanding the foregoing provisions of this section, final decisions of the Council relating to matters governed by the State Shorelines Management Act shall be appealed to the State Shorelines Hearing Board as specified in the said Act. (Ord. 03-1020 § 12: Ord. 90-1051 § 4: Ord. 90-1045 § 27)

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

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

ADOPTED this 13th day of May, 2014, and signed in authentication thereof on this 13th day of May, 2014.

CITY OF SEATAC

A handwritten signature in black ink, appearing to read 'Mia Gregerson', written over a horizontal line.

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg

Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo

Mary Mirante Bartolo, City Attorney

[Effective Date: 5/24/14 ]

[Amendments to the Hearing Examiner Code]

**ORDINANCE NO. 14-1006**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Title 15 (Zoning Code) of the SeaTac Municipal Code, relating to land use permit decision criteria and public hearing procedures.

**WHEREAS**, in 1992, the City of SeaTac adopted Ordinance 92-1041, establishing its Zoning Code after using the King County Code immediately upon incorporation; and

**WHEREAS**, there remain provisions in the Zoning Code that relate to the prior King County Code; and

**WHEREAS**, in 1990, the City adopted Ordinance 90-1045, which was subsequently codified as SMC Chapter 1.20, Hearing Examiner System; and

**WHEREAS**, some land use permit decision criteria is found in both Chapter 1.20 and the Zoning Code; and

**WHEREAS**, it is desirable to maintain land use permit decision criteria in the Zoning Code; and

**WHEREAS**, on January 24, 2014, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

**WHEREAS**, pursuant to the Washington State Environmental Policy Act guidelines, WAC 197-11-800(19), procedural actions are exempt from SEPA review; and

**WHEREAS**, the Planning Commission reviewed the aforesaid changes to the municipal code at duly noticed open public meetings on January 7 and February 4, 2014, and conducted a duly noticed public hearing on March 4, after which it rendered a recommendation of approval;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO**

**ORDAIN** as follows:

**Section 1.** Chapter 15.05 of the SeaTac Municipal Code is hereby amended to read as follows:

**~~15.05.055 Property Specific Development Standards~~**

~~A. In addition to the minimum requirements of this title, property specific development standards further restricting development may be imposed by the City Council or the City Hearing Examiner in either an individual or City initiated zoning reclassification; provided, that all other zone reclassification criteria as specified in SMC 15.22.050 are met. The property specific development standards are for the purpose of ensuring the public health and safety, neighborhood compatibility, and environmental protection and may include, but are not limited to, increased development standards, limits on permitted uses, or special conditions of approval. Such property specific development standards shall not reduce the development standards specified elsewhere in this title.~~

~~B. An asterisk (\*) shall be shown on the official zoning map and on appropriate GIS databases to provide notice of the property specific development standards. The asterisk shall reference an appendix to the Zoning Code which shall detail the adopting ordinance for the property specific standard and any other details deemed appropriate. The Director of the Department of Community and Economic Development is hereby authorized and directed to cause the official zoning map to be amended to notate properties subject to property specific conditions, and to update the zoning map upon adoption of future standards and agreements. (Ord. 11-1002 § 2; Ord. 01-1001 § 1; Ord. 99-1030 § 2)~~

**15.05.057 Development Agreements**

A. If it is determined, as a discretionary matter, that particular and demonstrable public benefits will accrue to the City, development agreements may be entered into by and between the City and persons and entities having ownership or control of real property, pursuant to RCW 36.70B.170 through 36.70B.200 to establish development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of specific real property, to engender funding or providing of services, infrastructure, and other facilities, including potential reimbursement over time for private financing of public facilities, and to permit imposition of impact fees, inspection fees,

dedications, other financial contributions, and mitigation measures where the same are expressly authorized by provisions of state law.

B. The terms of any such development agreement shall be consistent with the Comprehensive Plan and with the development regulations of this code, and shall conform to the purpose of SMC 15.22.010 and the criteria set forth in SMC 15.22.055. Development agreements are subject to the public hearing notice requirements contained in SMC 16A.13.010.

C. The Director of the Department of Community and Economic Development is hereby authorized and directed to cause the official zoning map to be amended to notate properties subject to approved development agreements, and to update the zoning map upon adoption of future agreements. A notation shall be placed upon the official zoning map and on appropriate GIS databases to provide notice of the development agreement. The notation shall reference an appendix to the Zoning Code which shall identify the development agreement and any other details deemed appropriate. (Ord. 11-1002 § 2; Ord. 01-1022 § 1; Ord. 01-1001 § 2; Ord. 99-1045 § 1)

#### **15.05.060 Interpretation – General**

A. Regulations, conditions or procedural requirements that are specific to an individual land use shall supersede regulations, conditions or procedural requirements of general application.

B. A land use includes the necessary structures to support the use unless specifically prohibited or the context clearly indicates otherwise.

C. Chapter and section headings, captions, illustrations and references to other sections or titles are for reference or explanation only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any section.

D. The word “shall” is mandatory and the word “may” is discretionary.

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

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

G. This title does not allow any use which is in violation of any local, State, or Federal laws, regulations, codes and/or ordinances. (Ord. 13-1001 § 1; Ord. 95-1012 § 1; Ord. 92-1041 § 1)

**15.05.070 Interpretation – Boundaries**

Where uncertainties exist as to the location of any zone boundaries, the following rules of interpretation, listed in priority order, shall apply:

- A. Where the boundaries are not clearly designated in regard to rights-of-way, the City Manager, or designee, shall determine the nearest lot line to be the boundary for a zone boundary;
- B. Where boundaries are indicated as following lines of ordinary high water, or government or meander line, the lines shall be considered to be the actual boundaries, and if these lines should change, the boundaries shall be considered to move with them;
- C. Where a public right-of-way is vacated, the vacated area shall have the zone classification of the adjoining property with which it is first merged; and
- D. If none of the rules of interpretation described in subsections (A) through (C) of this section apply, then the zoning boundary shall be determined by map scaling. (Ord. 95-1012 § 1; Ord. 92-1041 § 1)

**15.05.080 Administration and Review Authority**

A. The Hearing Examiner shall have the authority to hold public hearings and make decisions and recommendations on reclassification, subdivisions and other development proposals and appeals as set forth in City ordinances, including Chapter 15.22 SMC, and subsequent amendments. ~~The Hearing Examiner shall also have the authority to impose property-specific development standards pursuant to SMC 15.05.055.~~

B. The City Manager, or designee, shall have the authority to grant, condition or deny commercial and residential building permits, grading and clearing permits, in violation or noncompliance with this code.

C. The City Manager, or designee, shall have the sole authority to issue official interpretations of the Zoning Code, in accordance with the criteria set forth in SMC 15.05.060. Such decisions shall be considered administrative decisions which can be appealed through the Hearing Examiner. (Ord. 99-1030 § 3; Ord. 95-1012 § 1; Ord. 92-1041 § 1)

**Section 2.** Chapter 15.22 of the SeaTac Municipal Code is hereby amended to read as follows:

**Chapter 15.22**  
**DECISION CRITERIA**

Sections:

- 15.22.010 Purpose
- 15.22.020 Variance
- 15.22.030 Conditional Use Permit (CUP)
- 15.22.035 Siting of Essential Public Facilities
- 15.22.050 Zone Reclassification (Rezone)
- 15.22.055 Development Agreements
- 15.22.060 Hearing Examiner Development Review Process
- 15.22.065 Appeal Process
- 15.22.070 Severability

**15.22.010 Purpose**

The purposes of this chapter are to allow for consistent evaluation of land use applications and any other quasi-judicial matters considered by the Hearing Examiner pursuant to the applicable ordinances and authority. This chapter also details decision criteria for administrative variances and minor conditional use permits rendered by the City Manager or designee.

The criteria in this chapter are intended to protect nearby properties from the possible effects of land use requests subject to discretionary land use permits by:

- A. Providing clear criteria on which to base a decision;
- B. Recognizing the effects of unique circumstances upon the development potential of a property;
- C. Avoiding the granting of special privileges;
- D. Avoiding development which may be unnecessarily detrimental to neighboring properties;
- E. Requiring that the design, scope and intensity of development is in keeping with the physical aspects of a site and adopted land use policies for the area; and
- F. Providing criteria which emphasize protection of the general character of neighborhoods. (Ord. 03-1020 § 16; Ord. 01-1022 § 2; Ord. 99-1045 § 2; Ord. 92-1041 § 1)

**15.22.020 Variance**

- A. A variance is a request for an exception to the development standards of the code because of special circumstances (i.e., size, shape, topography of lot, ~~conflict with Growth Management Policies~~) when the strict application of the code deprives such property of privileges enjoyed by

other similar properties. A variance may be granted when a hardship is proven. A variance cannot be used for relief from types of uses permitted within zone classifications.

B. The applicant must show that the proposed development issue requiring a variance meets all of the following criteria for approval, except as specified in subsection (D) of this section:

1. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property on behalf of which the application was filed is located; and
2. That such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.
4. That the special circumstances necessitating the variance have not resulted from any action of the applicant.
5. That the requested variance will not create a use not generally permitted within the zone in which the subject property is located

- ~~1. There are exceptional circumstances applicable to the property;~~
- ~~2. The variance is necessary to protect a property right possessed by others;~~
- ~~3. The variance will not harm the public welfare of adjacent properties;~~
- ~~4. There is no reasonable alternative that will allow a reasonable use of the land or building;~~
- ~~5. The special circumstances and conditions do not result from the actions of the applicant;~~
- ~~6. The requested variance will not create a use not generally permitted within the zone classification in which the subject property is located;~~
- ~~7. The variance is the minimum necessary to grant relief to the applicant.~~

C. The requested variance is decided by the City's Hearing Examiner through a public hearing process, except in cases where the requested change involves less than twenty percent (20%)

variance to a standard. In these cases, the variance may be decided by the City Manager or designee, provided the following criteria are met in addition to those in subsection (B) of this section:

1. The variance does not reasonably involve a life/safety issue nor does it reasonably involve damage to or loss of property of any person or entity.
2. The person or entity requesting the requirements change shall agree to waive all rights to pursue a variance or other process to seek an alternative to the requirements of the City Code; provided, that if no change in the requirements of the City Code is granted to such person or entity, the person or entity would be entitled to pursue a variance or other available procedure in the normal course.

D. A variance from the standards for WCF regarding height, aesthetics (including concealment), equipment enclosures and the dimensions of freestanding poles specified in Chapter 15.31A SMC may be granted by the Hearing Examiner only in situations where all of the following criteria are met. These criteria shall apply in lieu of those specified in subsection (B) of this section.

1. The specified standard would have the effect of precluding the provision of commercial wireless communication service;
2. The variance is necessary to protect a property right possessed by others;
3. The variance will not harm the public welfare of adjacent properties;
4. The requested variance will not create a use not generally permitted within the zone classification in which the subject property is located;
5. The variance is the minimum necessary to grant relief to the applicant;
6. Any request for a variance from the standards regarding height, aesthetics, equipment enclosures and dimensions of freestanding poles specified in Chapter 15.31A SMC shall include a written report that specifies:
  - a. The necessity of the site to provide the communication coverage required by the applicant; and
  - b. The necessity of the requested variance as the minimum necessary to provide the communication coverage required by the applicant; and
  - c. An assessment of all possible alternatives that could meet the service provider's system coverage requirements. The alternatives assessment shall include alternative sites, alternative antenna types, and any other mechanism that

could make the variance unnecessary in terms of meeting the service provider's system coverage needs. (Ord. 04-1030 § 5; Ord. 04-1010 § 16; Ord. 03-1020 § 16; Ord. 97-1013 § 25; Ord. 92-1041 § 1)

**15.22.030 Conditional Use Permit (CUP)**

A. A major conditional use permit (CUP) is a permit granted by the Hearing Examiner, which sets special conditions regarding a use in a zone where the use is not permitted outright due to the nature of impacts created by the use.

B. A minor conditional use permit may be granted by the City Manager, or designee, to allow specified uses as listed under subsection (E) of this section.

C. The CUP process is a means of imposing special conditions and requirements on development, so that the compatibility of uses shall be maintained considering other existing and potential uses within the general area where the conditional use is proposed. Conditions imposed on a CUP will reasonably assure that a nuisance or hazard to life or property will not occur. The CUP process is not a means to reduce the requirements of a zone classification where the conditional use is proposed.

D. The applicant must show that the proposed development satisfies all of the following criteria for approval by the Hearing Examiner or City Manager, or designee:

1. The proposed use is listed as a conditional use under the zone classification use charts, Chapter 15.12 SMC;
2. The site is adequate in size and shape for the proposed project and the use conforms to the general character of the neighborhood;
3. The unique character of topography, arterial streets and adjacent land use complement the proposed conditional use;
4. The conditional use would not be detrimental to surrounding land use;
5. Modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this code;
6. The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood; and
7. The conditional use will be supported by adequate public facilities or services, and will not adversely affect public services to the surrounding area unless conditions can be established to mitigate adverse impacts.

E. A minor conditional use permit may be granted by the City Manager, or designee, only in the following situations:

1. The minor conditional use must conform to the criteria as set forth in this section and all other requirements of this code.
2. To allow the expansion of an existing, legal conditional use which has previously been permitted within the zone classification, provided the requested expansion of the existing conditional use is either:
  - a. No greater than twenty percent (20%) of the gross floor area of the existing conditional use; and
  - b. Exempt from environmental review under the State Environmental Policy Act (SEPA).
3. To allow location of a new concealed freestanding WCF in a low intensity zone, subject to the requirements set forth in Chapter 15.31A SMC.
4. To allow the following uses in school facilities or City facilities within the residential zones and park zone, subject to the following size criteria:
  - a. Religious use facilities, with a congregation of eighty (80) or less persons.
  - b. Specialized instruction school with eighty (80) or less students.
  - c. Day care II.
  - d. A preschool, with an attendance of one hundred thirty (130) or less children.
  - e. A sports club with a membership of eighty (80) or less persons.
  - f. Nonprofit organizations with a local membership of eighty (80) or less members.
5. To allow the following uses in existing religious use facilities within the residential zones, subject to size criteria:
  - a. Specialized instruction school with sixty (60) or less students.
  - b. Day care II.
  - c. Nonprofit organizations with a local membership of sixty (60) or less members.

The minor conditional use must conform to the criteria as set forth in this section and all other requirements of this code. (Ord. 08-1001 § 5; Ord. 04-1030 § 6; Ord. 03-1020 § 17; Ord. 98-1036 § 2; Ord. 97-1011 § 10; Ord. 92-1041 § 1)

#### **15.22.035 Siting of Essential Public Facilities**

A. **Purpose.** The purpose of this section is to establish a formal process for identifying and siting of essential public facilities (EPFs) as defined in SMC 15.10.249.

B. **Included Essential Public Facilities.** EPFs subject to this section include, but are not limited to, those facilities identified in SMC 15.10.249, the Seattle-Tacoma International Airport, Interstate 5, State Route 509 (both current and proposed extensions), State Route 518, the Federal Detention Center, the King County Bow Lake Solid Waste Transfer Station, and the Sound Transit's "LINK" Light Rail System.

C. **Threshold Review.** During or within forty-five (45) days subsequent to the mandatory preapplication Development Review Committee meeting required by SMC 16A.05.020, the Director of Community and Economic Development shall make a threshold determination, and advise the potential applicant in writing of such determination, whether the proposed project is an EPF and, if so, whether it is difficult to site. In making said determinations, the Director shall broadly and liberally apply the definition of an EPF in consideration of the full range of proposed and potential services to be provided to the public, whether provided directly by, funded by, or contracted for by a governmental agency, or provided by a private entity or entities subject to public service obligations. The determination of whether an EPF will be difficult to site shall be made by the director, upon known or reasonably perceived and articulable facts. Proposed projects determined not to be EPFs, and proposed projects determined to be EPFs but also determined to be not difficult of siting, shall be reviewed and processed as any other similar project pursuant to the City Development Code without regard to this section.

D. **Applications for EPF Projects.** All proposed projects determined to be EPFs and determined to be difficult to site or expand shall be reviewed and conditioned in accordance with all requirements of this code and, in addition, with the conditional use permit procedure, herein referred to as the CUP-EPF review procedure. All applications shall contain the following information:

1. A detailed written description of the proposed and potential public services to be provided, the source or sources of funding, and identification of any applicable public regulatory agencies;
2. A written statement of the need, in statistical or narrative form, for the proposed project currently and over the following ten (10) year period;

3. An inventory of known, existing or proposed facilities, by name and address, within King County, or within the region, serving the same or similar needs as the proposed project;
4. An explanation of the need and suitability for the proposed facility in the proposed City location(s);
5. Information regarding the number of jurisdictions affected or served by the proposed EPF;
6. An analysis of the environmental, social, economic, financial and infrastructure impacts of the proposed EPF, including an assessment of the proportionate financial impacts on affected jurisdictions, and consideration copies of agreements which allocate the financial burdens of the proposed project on the City and other jurisdictions;
7. An analysis of the proposals consistency with the City of SeaTac Comprehensive Plan and development regulations, and plans and policies of other affected jurisdictions, including but not limited to the King County Countywide Planning Policies;
8. Documentation of public involvement efforts to date, including public and agency comments received, and plans for future public participation;
9. Such information as requested by staff to complete the preliminary analysis and/or information to assist the Ad Hoc Committee, City staffs and City Council in making the final determination on the CUP-EPF.

E. **CUP-EPF Review Process.** All EPFs shall be subject to the following CUP-EPF review procedure:

1. **Project Notification.** The applicant, after a preapplication meeting, shall notify the City as soon as possible of intent to submit a CUP-EPF review application. If the applicant does not notify the City of a pending EPF review application, the City may make an initial determination of whether the proposed project is subject to CUP-EPF review, and shall notify the project proponent, in writing, of the City's determination.
2. **Environmental Review.** The EPF project shall comply with all applicable SEPA/NEPA requirements and the proponent shall mitigate identified environmental impacts as conditions of CUP-EPF approval.
3. **Formation of Ad Hoc Committee.** The City Council shall establish an Ad Hoc Committee by appointing up to seven (7) members and the Planning Commission appointing one (1) member, for each CUP-EPF application. The Ad Hoc Committee may

include representatives of the Planning Commission or other persons with detailed knowledge of City land use or transportation issues. The Ad Hoc Committee shall be appointed by the City Council within seventy-five (75) days of the determination by the Director of Community and Economic Development that the proposed project is an EPF, pursuant to subsection (C) of this section.

- a. The City Council will establish a time frame of not more than sixty (60) days, unless a longer time frame is necessary due to an EPF project timeline, in which the Ad Hoc Committee must review, consult and issue recommended conditions for the EPF. This time frame may be extended only by the authority of the City Council, and shall not be extended more than a maximum of three (3) such time periods, unless the applicant agrees that more time is needed.
- b. Prior to accepting an appointment on the Ad Hoc Committee, an appointee must divulge any vested interest in any properties or businesses, the value of which could be substantially affected by the committee's recommendations, if any.

4. **Ad Hoc Committee Review and Coordination.** The Ad Hoc Committee shall make recommendations to the designated hearing body, regarding the appropriate conditions to mitigate the impacts of the proposed EPF under the authority of the City's SEPA regulations, Comprehensive Plan and development regulations. City staff shall prepare an analysis of the CUP-EPF application for use by the Ad Hoc Committee. The Ad Hoc Committee shall review the staff analysis of the proposed EPF project and prepare written recommendations on each of the following:

- a. Any criteria identified in subsection (F) of this section that was reviewed by the Ad Hoc Committee; and
- b. Whether the project should include a special district overlay zone (defined in Chapter 15.28 SMC); and
- c. Any recommended conditions for mitigating the impacts of the proposed EPF under the authority of the City's SEPA ordinances, Comprehensive Plan and development regulations.

The Ad Hoc Committee shall present its draft recommendations to the Planning Commission and, upon receiving input of the Planning Commission, shall prepare final written recommendations to the designated hearing body.

5. **Designated Hearing Body.** The Hearing Examiner shall hear an essential public facility application. However, the City Council may determine that the application should be heard by the City Council, and in that case, the City Council will be the

designated hearing body. The City Council's determination should be based on the following criteria:

- a. Size of project;
- b. Area of City affected by proposed project;
- c. Environmental impact on sensitive areas;
- d. Timing of project.

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

7. **Public Hearing and Decision.** The designated hearing body shall hold a public hearing pursuant to SMC 16A.13.020 to make findings and issue a decision. The notice of such public hearing shall be consistent with SMC 16A.13.010. A final decision shall be rendered by the designated hearing body in accordance with Chapter 16A.15 SMC.

F. **Ad Hoc Committee Review Criteria.** In making its recommendations the Ad Hoc Committee should consider the following:

1. Whether the proposed site is adequate in size and shape for the proposed project and the use conforms, or can aesthetically conform, to the general character of the neighborhood.
2. The proportionate financial burdens of the proposed EPF on the City and other affected jurisdictions, and whether they are reasonably mitigated as provided in an inter-jurisdictional agreement, or by other means.
3. Whether the proposed EPF is compatible with the following:
  - a. Availability and physical constraints of land.
  - b. Compatibility with adjacent and nearby land uses.
  - c. Mitigation of likely adverse environmental impacts, including but not limited to erosion, sensitive areas, noise, odor, traffic, and air and water quality.

- d. Basic infrastructure standards, such as vehicular traffic, and the availability of necessary utilities and services.
- e. The City of SeaTac's Comprehensive Plan, development regulations, and SEPA regulations.
- f. Any existing and applicable City inter-jurisdictional agreements.
- g. Siting of secure community transition facilities must be in accordance with the siting criteria of Chapter 71.09 RCW, and regulations adopted pursuant thereto. In addition, no secure community transition facility shall be sited closer than three hundred thirty (330) feet from any residentially zoned property.

**G. Designated Hearing Body Review Criteria.** The designated hearing body, giving substantial weight to the recommendations of the Ad Hoc Committee and the staff report, shall review the application under the following criteria:

1. Whether the proposed action is consistent with the criteria under subsection (F) of this section;
2. Whether modifications to recommended conditions or restrictions, if any, are needed to mitigate impacts in a manner which meets the standards of this code and any related development agreement; and
3. Any conditions or restrictions shall be consistent with any development agreements that are in existence at the time of the hearing.
4. Whether project conditions cumulatively are reasonable and would not preclude development of the EPF.

Should the recommendation of staff conflict with the recommendation of the Ad Hoc Committee the recommendation of staff shall be given greater weight.

**H. Development Agreements.** The terms and conditions of a development agreement completed after the decision of the designated hearing body shall supersede the conditions and restrictions imposed by the designated hearing body. (Ord. 11-1002 §§ 2, 3; Ord. 05-1021 § 1; Ord. 02-1029 §§ 6 – 9; Ord. 02-1008 § 2; Ord. 00-1001 §§ 1, 2; Ord. 98-1037 § 2)

**15.22.050 Zone Reclassification (Rezone)**

A. The purpose of a rezone is to provide a change of zoning to allow a new or different land use which conforms with the City Comprehensive Plan. A rezone ~~is necessary~~ may be approved when there has been a change in conditions, and or is necessary to implement the Comprehensive Plan ~~may or may not provide for such a use. A proposed use and site plan must be submitted with the rezone request if there is an upzone of the property (e.g., UL 7,200 to~~

~~UM 3,600). Property-specific conditions may be imposed as a condition to the rezone pursuant to SMC 15.05.055 and 15.05.080. In the case of a rezone classification from a more intensive zone to a less intensive zone (e.g., industrial to commercial), only a description of the proposed use must be submitted with the rezone request. The proposed use may be the existing use on the property, provided the use is a permitted use in the lesser zone classification.~~

B. The applicant must show that the proposed development satisfies the following minimum criteria for approval by the Hearing Examiner:

1. ~~The proposal conforms with the Comprehensive Plan policies and land use map the adopted Comprehensive Plan specifies that the property shall be subsequently considered through an individual reclassification application;~~
2. The requested reclassification is in the public interest;
3. The requested reclassification is not hazardous or will not have adverse impacts on adjacent properties;
4. The requested reclassification does not pose undue burdens on public facilities; and
5. For sites located within the designated urban center, the The requested reclassification has, or will potentially have, an adequate link to a high-capacity transit mode. (Ord. 04-1010 § 17; Ord. 00-1033 § 14; Ord. 96-1008 § 6; Ord. 92-1041 § 1)

#### **15.22.055 Development Agreements**

A. A person or entity having ownership or control of real property within the City may file an application for a development agreement with the Department of Community and Economic Development, solely and exclusively on the current form approved by the said Department, together with the filing fee set forth in the current edition of the City's Fee Schedule as adopted by resolution of the City Council.

B. Terms of the proposed development agreement shall be subject to the Development Review Committee process set forth at SMC 16A.05.020 and such other provisions of SMC Title 16A as may be deemed appropriate by the City.

C. The City Manager, and such designee or designees as may be appointed for the purpose, is authorized, but not required, to negotiate acceptable terms and conditions of the proposed development agreement with due regard for the following criteria:

1. The development agreement conforms to the existing Comprehensive Plan policies.
2. The terms of the development agreement are generally consistent with the development regulations of the City then in effect.

3. Appropriate project or proposal elements such as permitted uses, residential densities, and nonresidential densities and intensities or structure sizes are adequately provided, to include evidence that the site is adequate in size and shape for the proposed project or use, conforms to the general character of the neighborhood, and would be compatible with adjacent land uses.
4. Appropriate provisions are made for the amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications.
5. Adequate mitigation measures, development conditions, and mitigation requirements under Chapter 43.21C RCW are provided.
6. Adequate and appropriate design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features are provided.
7. If applicable, targets and requirements regarding affordable housing are addressed.
8. Provisions are sufficient to assure requirements of parks and open space preservation.
9. Interim uses and phasing of development and construction is appropriately provided. In the case of an interim use of a parcel of property, deferments or departures from development regulations may be allowed without providing a demonstrated benefit to the City; provided, that any departures or deferments to the Code requested for a final use of the property shall comply with criteria No. 11 below. The agreement shall clearly state the conditions under which the interim use shall be converted to a permanent use within a stated time period and the penalties for noncompliance if the interim use is not converted to the permanent use in the stated period of time.
10. Where a phased development agreement is proposed, a site plan shall be provided and shall clearly show the proposed interim and final use subject to the agreement.
11. In the case of a development agreement where the proposed use would be the final use of the property, it shall be clearly documented that any departures to the standards of the Code, requested by the applicant, are in the judgment of the City, offset by providing a benefit to the City of equal or greater value relative to the departure requested. In no case shall a departure to the Code be granted if no benefit to the City is proposed in turn by the applicant.

12. Conditions are set forth providing for review procedures and standards for implementing decisions.
13. A build-out or vesting period for applicable standards is provided.
14. Any other appropriate development requirements or procedures necessary to the specific project or proposal are adequately addressed.
15. If appropriate, and if the applicant is to fund or provide public facilities, the development agreement shall contain appropriate provisions for reimbursement over time to the applicant.
16. Appropriate statutory authority exists for any involuntary obligation of the applicant to fund or provide services, infrastructure, impact fees, inspection fees, dedications, or other service or financial contributions.

D. If the City Manager deems that an acceptable development agreement has been negotiated and recommends the same for consideration, the City Council shall hold a public hearing and then may take final action, by resolution, to authorize entry into the development agreement. In addition, the Council may continue the hearing for the purpose of clarifying issues, or obtaining additional information, facts, or documentary evidence.

E. The decision of the Council shall be final immediately upon adoption of a resolution authorizing or rejecting the development agreement.

F. Following approval of a development agreement by the Council, and execution of the same, the development agreement shall be recorded with the King County Recorder.

G. Because a development agreement is not necessary to any given project or use of real property under the existing comprehensive plan and development regulations in effect at the time of making application, approval of a development agreement is wholly discretionary and any action taken by the City Council is legislative only, and not quasi-judicial. (Ord. 11-1002 § 2; Ord. 01-1022 § 3; Ord. 99-1045 § 3)

#### **15.22.060 Hearing Examiner Development Review Process**

A. ~~See SMC 1.20. Purpose. To establish a Hearing Examiner system under the provisions of Chapter 35A.63 RCW to hear and decide applications for amendments to land use regulations and other matters as specifically assigned by the appropriate ordinances.~~

B. ~~Office Created. The office of the Hearing Examiner is hereby created to act on behalf of the City Council by considering and applying zoning and regulatory ordinances to the land as provided herein. The Hearing Examiner shall also exercise administrative powers and such other quasi-judicial powers as may be granted by ordinance and code adoption.~~

~~C. **Appointment and Terms.** The Hearing Examiner shall be appointed by the City Manager, subject to confirmation by the City Council, to serve for a term of two (2) years.~~

~~D. **Removal.** The Hearing Examiner may be removed from office at any time for just cause by a majority vote of the whole membership of the City Council.~~

~~E. **Qualifications.** The Hearing Examiner shall be appointed solely on the basis of qualifications for the duties of the office with special reference to training, actual experience in, and knowledge of administrative or quasi-judicial hearings on zoning, subdivision and other land use regulatory enactments as may be granted by ordinance or code adoption.~~

~~F. **Examiner Pro Tem.** In the event of the absence or the inability of the Hearing Examiner to act on an application, a Hearing Examiner Pro Tem may be appointed, in the manner specified in subsection (C), for such application or period of absence, and shall have all the duties and powers of the Hearing Examiner.~~

~~G. **Freedom from Improper Influence.** Individual Council members, City officials or any other persons shall not interfere, or attempt to interfere, with the performance of the Hearing Examiner's designated duties.~~

~~H. **Functions Relating to Area Zoning.** Prior to adopting new area zoning, the City Council may choose to have the Hearing Examiner conduct public hearings to consider individual property requests for changes to the proposed area zoning, in which case such decisions shall be considered as recommendations to the Council.~~

~~I. **Decisions Appealable to the City Council.** See SMC 1.20.090.~~

~~J. **Decisions of the Hearing Examiner Which are Final.** See SMC 1.20.110.~~

~~K. **Hearing Procedures.** The Hearing Examiner shall have the power to prescribe procedures for the conduct of the hearings subject to confirmation of the City Council; and also to issue summons and subpoenas to compel the appearance of witnesses and production of documents and materials, to order discovery, to administer oaths, and to preserve order.~~

**LB. Public Hearings.**

1. Before rendering a decision on any application or appeal, the Hearing Examiner shall hold ~~at least one (1)~~ a public hearing thereon. For applications subject to City Council action, the public hearing by the Hearing Examiner shall constitute a hearing by the City Council.
2. Whenever a project requires more than one (1) permit or approval, the Hearing Examiner may order a consolidation of and conduct the required public hearings to

avoid unnecessary costs or delays. Decisions of the Hearing Examiner to order and conduct consolidated hearings shall be final in all cases.

~~**MC. Procedural Notice Requirements.** Notice of public hearings shall be provided as specified in SMC 16A.13. Unless otherwise provided by ordinance, the City Manager, or designee, shall cause the notice of the time and place of the public hearing to be mailed to all of record at least fourteen (14) calendar days prior to the scheduled hearing (not including the day the notice is mailed). Additional notice shall be given as provided in the section or ordinance governing the particular type of application or appeal. Public hearings may be continued or reopened by the Hearing Examiner with written notice to all persons of record at least seven (7) calendar days prior to the rescheduled hearing. Public hearings may be continued by the Hearing Examiner without additional written notice; provided the continuance is made during open session to a specific date, time and location.~~

~~**ND. Community and Economic Development Department Report.** When an application or appeal has been set for public hearing, the Department of Community and Economic Development shall coordinate and assemble the reviews of other City departments and governmental agencies having an interest in the subject application or appeal, and shall prepare a report summarizing the factors involved and the Department of Community and Economic Development's findings and recommendation or decision. At least fourteen (14) days prior to the scheduled hearing, the report, and, in the case of appeals, any written appeal arguments submitted to the City shall be filed with the Hearing Examiner and copies thereof shall be mailed to all persons of record who have not previously received said materials.~~

~~**OE. General Criteria for Examiner Decisions.**~~

- ~~1. Each decision of the Hearing Examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision.~~
- ~~2. The Hearing Examiner's findings and conclusions shall carry out and help implement applicable state laws and regulations and the regulations, policies, objectives and goals of the Comprehensive Plan, the Zoning Code, the Subdivision Code and other official laws, policies and objectives of the City, and that the decision will not be unreasonably incompatible with, or detrimental to, affected properties and the general public.~~
- ~~3. The Hearing Examiner shall accord substantial weight to the recommendation of the Department of Community and Economic Development.~~

~~**P. Additional Criteria for Pending Area Zoning Recommendations.** When the Hearing Examiner considers individual property owner requests for pending area zoning, he/she shall prepare a report which contains additional findings based on the applicable proposed Comprehensive Plan causing the pending area zoning.~~

~~Q. **Additional Criteria for Subdivision Decisions.** When the Hearing Examiner issues a decision regarding an application for a subdivision of property and there are conflicts between adopted plans, portions of plans, or zoning, the following criteria shall apply:~~

- ~~1. In case of conflict in use and density designations between adopted Comprehensive Plans, the most current adopted plan shall govern.~~
- ~~2. In case of conflict in use and density designations between adopted Comprehensive Plans and present zoning, the zoning shall govern.~~

~~RF. **Examiner Actions.** Within ten (10) working days of the conclusion of a hearing or rehearing, the Hearing Examiner shall render a written recommendation or decision and shall transmit a copy thereof to the Department of Community and Economic Development. ~~all persons of record.~~ The Department shall then transmit a copy of the decision to all parties of record.~~

1. The Examiner's decision may be to grant or deny the application or appeal, or the Hearing Examiner may grant the application or appeal with such conditions, modifications and restrictions as he/she finds necessary to make the application or appeal compatible with the environment, and carry out applicable state laws and regulations, and the regulations, policies, objectives and goals of the Comprehensive Plan, the Zoning Code, the Subdivision Code and other ordinances, policies and objectives of the City.
2. The conditions, modifications and restrictions that the Hearing Examiner may impose include additional setbacks, screening in the form of landscaping or fencing, covenants, easements and dedications of additional road rights-of-way. Performance bonds or equivalent measures may be required to insure compliance with the conditions, modifications and restrictions of this code. (Ord. 11-1002 § 2; Ord. 96-1008 §§ 9, 10; Ord. 95-1012 § 1; Ord. 92-1041 § 1; Ord. 90-1045 §§ 1, 7, 8)

## **15.22.065 Appeal Process**

See SMC 16A.17.

~~A. **Appeal to the Hearing Examiner – Notice and Content.** All notice of appeal regarding any decision being appealed to the Hearing Examiner shall be filed with the City Clerk, only on a form provided by the City Clerk, within fourteen (14) days of the date of the decision together with a filing fee in the amount specified in the City's schedule of fees or in such other amount as may be specified by resolution of the City Council. All notices of appeal shall state with~~

specificity the decision being appealed and the reasons why the appealed decision should be reversed or modified.

~~B.— **Appeal to City Council — Notice.** Decisions by the Hearing Examiner on cases subject to City Council action may be appealed to the City Council by a person with standing by filing a notice of appeal with the City Clerk within fourteen (14) days of the date the Hearing Examiner’s written decision is mailed, together with a filing fee in the amount specified in the City’s schedule of fees or in such other amount as may be specified by resolution of the City Council.~~

~~C.— **Appeal Briefs.** If a notice of appeal has been filed, the appellant shall file any supplemental written arguments within twenty one (21) days of filing the appeal.~~

~~D.— **Appeal to City Council — Consideration.** Consideration by the City Council of the appeal shall be based upon the record of the Hearing Examiner’s public hearing and upon written appeal statements based upon the record; provided the City Council may allow parties a period of time for oral argument based on the record. The Hearing Examiner may conduct a conference with all parties to the appeal for the purpose of clarifying or attempting to resolve certain issues on appeal; provided such conference shall be informal and shall not be part of the public record.~~

~~—After consideration of the record, written appeal statements and any oral argument, City Council may:~~

- ~~1.— Affirm the decision of the Hearing Examiner;~~
- ~~2.— Determine that an error in fact or procedure may exist or additional information or clarification is desired. The City Council shall then remand the matter back to the Hearing Examiner; or~~
- ~~3.— Determine that the recommendation of the Hearing Examiner is based on an error in judgement or conclusion. The City Council may then modify or reverse the decision of the Hearing Examiner with appropriate findings of fact, conclusions of laws and decision.~~

~~E.— **Appeal to City Council — City Council Action.** The City Council shall take final action by ordinance or resolution on a Hearing Examiner’s recommendation on area zoning or on any appeal of a Hearing Examiner’s decision, and when so doing, the City Council shall make and enter findings of fact and conclusions from the record which support its action. Said findings and conclusions shall set forth and demonstrate the manner in which the action is consistent with, carries out, and helps implement objectives and goals of the Comprehensive Plan, the Zoning Code, the Subdivision Code and other official laws, policies and objectives of the City. The City Council may adopt as its own all or portions of the Hearing Examiner’s findings and conclusions.~~

~~F. **Reconsideration of Final Action.** The City Council may reconsider any action after it has become final if:~~

- ~~1. The action was based in whole or in part on erroneous facts or information;~~
- ~~2. The action, when taken, failed to comply with existing laws or regulations applicable thereto; or~~
- ~~3. An error or procedure occurred which prevented consideration of the interests of persons directly affected by the action.~~

~~G. **Review of Final Decisions.**~~

- ~~1. Land use decisions of the City Council shall be final and conclusive unless appealed to the King County Superior Court within twenty-one (21) days by filing a land use petition meeting the requirements set forth in Chapter 36.70C RCW. All other final decisions of the City Council shall be final and conclusive unless a petition for review is filed with the King County Superior Court within thirty (30) days.~~
- ~~2. Land use decisions of the Hearing Examiner shall be final and conclusive, unless appealed to the King County Superior Court within twenty-one (21) days by filing a land use petition meeting the requirements set forth in Chapter 36.70C RCW. All other final decisions of the Hearing Examiner shall be final and conclusive unless a petition for review is filed with the King County Superior Court within thirty (30) days.~~
- ~~3. Notwithstanding the foregoing provisions of this section, final decisions of the City Council relating to matters governed by the State Shorelines Management Act shall be appealed to the State Shorelines Hearing Board as specified in the said Act. (Ord. 03-1020 § 18; Ord. 00-1036 § 6; Ord. 92-1041 § 1)~~

**15.22.070 Severability**

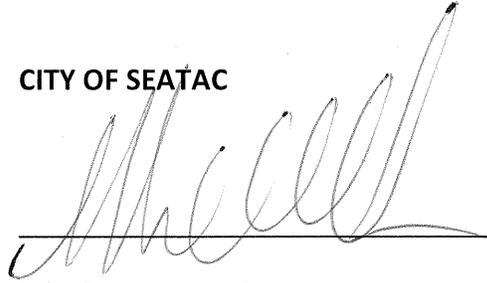
The standards, criteria and process of this chapter shall be fully governed by the adopted ordinances that provide the authority to the Hearing Examiner. Any conflict of provisions shall require the stricter provision prevailing. The applicable ordinances are Nos. 90-1045 and 90-1051 and any subsequent amendments. (Ord. 92-1041 § 1)

**Section 3.** The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

**Section 4.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

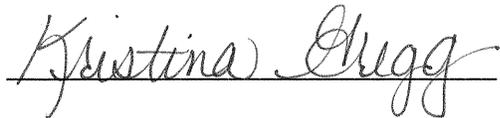
ADOPTED this 13th day of May, 2014, and signed in authentication thereof on this 13th day of May, 2014.

CITY OF SEATAC



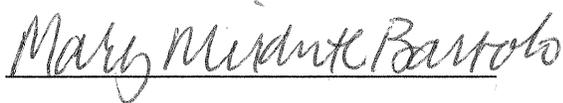
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 5/24/14 ]

[Land Use Decision Criteria and Public Hearing Procedures]

**ORDINANCE NO. 14-1007**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Title 16A of the SeaTac Municipal Code, relating to SEPA substantive authority and adding a new chapter concerning the comprehensive plan.

**WHEREAS**, in 1990, the City of SeaTac adopted Ordinance 90-1061, establishing environmental rules and procedures pursuant to the State Environmental Policy Act (SEPA) RCW 43.21C; and

**WHEREAS**, SEPA requires that an agency to identify the policies, plans, rules and regulations that may be used as the basis for the exercise of substantive authority to approve, condition or deny a proposed action under CW 43.21C.060; and

**WHEREAS**, it is necessary to update the list of policies, plans, rules and regulations that the City may use to exercise SEPA substantive authority; and

**WHEREAS**, the City adopted its Comprehensive Plan in 1994; and

**WHEREAS**, in 1997, the City adopted Resolution 97-001, which granted the Community and Economic Development Director the authority to establish rules and procedures for amending the Comprehensive Plan; and

**WHEREAS**, the City desires to legislatively establish basic parameters concerning the Comprehensive Plan;

**WHEREAS**, on January 24, 2014, City staff transmitted a copy of the proposed code

amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

**WHEREAS**, pursuant to the Washington State Environmental Policy Act guidelines, WAC 197-11-800(19), procedural actions are exempt from SEPA review; and

**WHEREAS**, the Planning Commission reviewed the aforesaid changes to the municipal code at duly noticed open public meetings on January 7 and February 4, 2014, and conducted a duly noticed public hearing on March 4, after which it rendered a recommendation of approval;

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

**Section 1.** Chapter 16A.23 of the SeaTac Municipal Code is hereby amended to read as follows:

**16A.23.130 Substantive Authority**

The City adopts by reference the following policies, plans, rules and regulations, as now existing or as may subsequently be amended, as a basis for the exercise of substantive authority to approve, condition or deny proposed actions under RCW 43.21C.060 of SEPA:

- A. ~~King County Comprehensive Plan and related community plans;~~ City of SeaTac Comprehensive Plan;
- B. ~~King County~~ City of SeaTac Shoreline Management Master Programs;
- C. City of SeaTac Municipal Code ~~SeaTac Area Update Plan;~~
- D. King County Surface Water Design Manual, together with City of SeaTac Addendum ~~SeaTac Capital Improvements Plan;~~
- E. King County Road Construction Standards ~~SeaTac Six Year Street Plan;~~
- F. Des Moines Creek Restoration Plan;
- G. State Growth Management Legislation or Initiatives;
- H. City of SeaTac Parks, Recreation and Open Space Plan;

H I. City of SeaTac Comprehensive Transportation Plan;

J. SeaTac Subarea Plans and Policies. (Ord. 04-1008 § 2; Ord. 90-1061 § 13. Formerly 13.30.130)

**Section 2.** A new chapter 16A.25 of the SeaTac Municipal Code is established as follows:

**Chapter 16A.25  
COMPREHENSIVE PLAN**

*Sections:*

- 16A.25.010 Purpose
- 16A.25.020 Comprehensive Plan adopted.
- 16A.25.030 Early and continuous public participation.
- 16A.25.040 Amendments and exceptions.

**16A.25.010 Purpose**

The City of SeaTac Comprehensive Plan establishes the principles, goals, objectives and policies guiding future development of the city in compliance with Chapter 36.70A RCW, the Washington State Growth Management Act. The purpose of this chapter is to identify those elements that comprise the Comprehensive Plan and to provide for the establishment of procedures for review and amendment of the Plan.

**16A.25.020 Comprehensive Plan adopted**

A. The City of SeaTac Comprehensive Plan, initially adopted in December 1994 to comply with the Growth Management Act and as periodically amended thereafter, is hereby adopted by reference.

B. The Comprehensive Plan consists of the following:

1. City of SeaTac Comprehensive Plan, Volumes 1 and 2;
2. City of SeaTac Shoreline Master Program;
3. City Center Plan, December 1999;
4. South 154<sup>th</sup> St. Station Area Action Plan;
5. City of SeaTac Parks, Recreation and Open Space Plan;
6. City of SeaTac Comprehensive Transportation Plan.

**16A.25.030 Early and continuous public participation.**

A. The City of SeaTac encourages early and continuous public participation in the comprehensive planning process and in other city-initiated planning programs that may be carried out under the overall framework of the plan.

B. The Community and Economic Development Director shall establish and broadly disseminate information regarding the comprehensive plan amendment process.

**16A.25.040 Amendments and exceptions**

A. Pursuant to Resolution 97-001, the comprehensive plan may only be amended pursuant to procedures established by the Community and Economic Development Director and no more frequently than once each calendar year, except as provided in subsection C of this section.

B. All amendments shall be considered concurrently so as to assess their cumulative impact.

C. Exceptions. Pursuant to Chapter 35A.70 RCW, under the following circumstances, amendments to the comprehensive plan may be processed separately and in addition to the established amendment cycle:

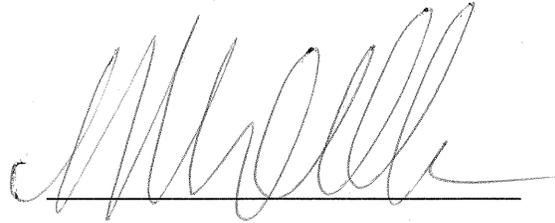
1. If an emergency exists, which is defined as an issue of community-wide significance that addresses the public health, safety, and general welfare;
2. To resolve an appeal of a comprehensive plan filed with the Growth Management Hearings Board or with the court;
3. To adopt or amend the shorelines master program under the procedures set forth in Chapter 90.58 RCW;
4. The initial adoption of a subarea plan or new element to the comprehensive plan;
5. An amendment of the capital facilities plan may occur concurrently with the adoption or amendment to the city budget.

**Section 3.** The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

**Section 4.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

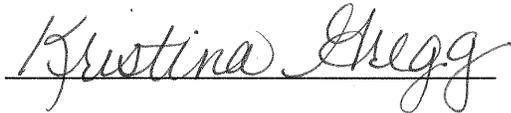
ADOPTED this 13th day of May, 2014, and signed in authentication thereof on this 13th day of May, 2014.

CITY OF SEATAC



Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 5/24/14 ]

[SEPA Substantive Authority; Comprehensive Plan]

**ORDINANCE NO. 14-1008**

**AN ORDINANCE** of the City Council of the City of SeaTac, Washington, amending Chapter 12.12 of the SeaTac Municipal Code related to Surface and Stormwater - Illicit Discharge, Detection, and Elimination.

**WHEREAS**, urban areas that collect stormwater runoff in municipal storm drainage systems and discharge it to surface waters are required to have a permit (NPDES Phase II permit) under the Federal Clean Water Act;

**WHEREAS**, the Department of Ecology (Ecology) develops and administers National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington State pursuant to delegated authority from the Environmental Protection Agency;

**WHEREAS**, Ecology issued a new NPDES Phase II municipal stormwater permit in August of 2012, and said permit governs at least 80 cities, including the City of SeaTac;

**WHEREAS**, the NPDES Phase II permit requires the City of SeaTac to update the Illicit Discharge Detection and Elimination (IDDE) regulations to:

1. Identify an additional allowable discharge and clarify an existing allowable discharge; and
2. Clarify the requirements for conditional discharges;

**WHEREAS**, the City recognizes that enforcement of the IDDE ordinance is necessary to provide stewardship and protection of the natural drainage system in order to ensure the sustainability of our natural resources; and

**WHEREAS**, the City further recognizes that it is the a goal of the IDDE program to educate residents and property owners and seek voluntary compliance to resolve water quality violations; and

**WHEREAS**, the City also recognizes sufficient monetary penalties are needed to discourage deliberate violations and encourage voluntary compliance; and

**WHEREAS**, the health, safety and welfare of the citizens of the City of SeaTac are best served by measures that ensure water quality standards and help protect receiving waters and their beneficial uses;

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

**Section 1.** All references to the term “municipal separate storm water system” are amended to read “municipal separate storm sewer system”.

**Section 2.** All references to the term “storm water” are amended to read “stormwater”. For example the title of this chapter shall read:

Chapter 12.12 Surface and Stormwater - Illicit Discharge, Detection, and Elimination

**Section 3.** Section 12.12.010 of the SeaTac Municipal Code is hereby amended to read as follows:

**12.12.010 Definitions.**

For the purposes of this chapter, the following shall mean:

A. “AKART” means all known, available, and reasonable methods of prevention, control, and treatment. See also the State Water Pollution Control Act, RCW 90.48.010 and 90.48.520.

B. “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to ~~storm-water~~stormwater, receiving waters, or ~~storm-water~~stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

C. “Clean Water Act” means the federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.

D. “Director” means the Director of the Department of Public Works and/or designees.

E. “Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard

to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

F. “Hyperchlorinated” means water that contains more than ten (10) mg/Liter chlorine.

G. “Illicit discharge” means any direct or indirect non-~~storm water~~stormwater discharge to the ~~storm water~~stormwater drainage system that causes or contributes to a violation of State water quality, sediment quality or ground water quality standards, except as expressly allowed by this chapter.

H. “Illicit connection” means any man-made connection which directly or indirectly flows to the City’s municipal separate storm ~~water~~sewer system which results in a prohibited discharge, or any connection to the MS4 without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly or indirectly to the municipal separate storm ~~water~~sewer system.

I. “Municipal separate storm ~~water~~sewer system (MS4)” means a conveyance or system of conveyances (including roads with ditches, man-made channels, or storm drains):

1. Owned or operated by the City of SeaTac;
2. Designed or used for collecting or conveying ~~storm water~~stormwater;
3. Which is not part of a publicly owned treatment works (POTW). “POTW” means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned; and
4. Which is not a combined sewer. “Combined sewer” means a system that collects sanitary sewage and ~~storm water~~stormwater in a single sewer system.

J. “National Pollutant Discharge Elimination System (NPDES) ~~storm water~~stormwater discharge permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

K. “Non-~~storm water~~stormwater discharge” means any discharge to the storm drain system that is not composed entirely of ~~storm water~~stormwater.

L. “Person” means any individual, property owner, association, organization, partnership, firm, corporation or other entity recognized by law.

M. “Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: soaps, paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes;

sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

N. "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

O. "~~Storm water~~Stormwater drainage system" means any constructed or natural features which function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat or filter ~~storm water~~stormwater. "~~Storm water~~Stormwater drainage system" includes publicly owned or maintained ~~storm water~~stormwater features and privately owned ~~storm water~~stormwater drainage features which flow directly or indirectly into the MS4 or waters of the State.

P. "~~Storm water~~Stormwater" means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

Q. "~~Storm water~~Stormwater pollution prevention plan" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to ~~storm water~~stormwater, ~~storm water~~stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

**Section 4.** Section 12.12.030 of the SeaTac Municipal Code is hereby amended to read as follows:

**12.12.030 Allowable discharges.**

The following types of discharges shall not be considered illicit discharges for the purposes of this chapter:

A. Diverted stream flows;

B. Rising ground waters;

C. Uncontaminated ground water infiltration as defined in 40 CFR 35.2005(20);

D. Uncontaminated pumped ground water;

E. Foundation drains;

F. Air conditioning condensation;

G. Irrigation water from agricultural sources that is commingled with urban ~~storm water~~stormwater;

H. Springs;

I. ~~Water~~Uncontaminated water from crawl space pumps;

J. Footing drains;

K. Flows from riparian habitats and wetlands;

L. Non-stormwater discharges authorized by another NPDES or state waste discharge permit;  
and

LM. Discharge from emergency fire fighting activities.

**Section 5.** Section 12.12.040 of the SeaTac Municipal Code is hereby amended to read as follows:

**12.12.040 Conditional discharges.**

The following types of non-stormwater discharges shall not be considered illicit discharges for the purposes of this chapter, only if they meet the stated conditions:

A. Potable water, including, but not limited to water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the ~~storm-water~~stormwater system;

B. Lawn watering and other irrigation runoff are permitted but shall be minimized through public education and water conservation efforts;

C. Dechlorinated swimming pool, spa and hot tub discharges. These discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the ~~storm-water~~stormwater system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater or filtered backwash is considered a prohibited discharge;

D. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. ~~At active construction sites, street sweeping must be performed prior to washing the street. These discharges shall be minimized through public education and water conservation efforts;~~

~~E. Non-storm water discharges covered by another NPDES permit; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system; and~~

~~FE.~~ Other ~~non-storm-water~~stormwater discharges. The discharges shall be in compliance with the requirements of a ~~storm-water~~pollution prevention plan (SWPPP) reviewed and approved by the City, which addresses control of such discharges by applying AKART to prevent contaminants from entering the MS4.

**Section 6.** Section 12.12.075 of the SeaTac Municipal Code is hereby amended to read as follows:

**12.12.075 Special enforcement provisions.**

A. Analysis Conducted by State-Certified Laboratory. As part of any investigation of a potential violation of this chapter, water samples may be analyzed by a State-certified water quality laboratory capable of conducting the necessary analyses.

B. ~~Cost Paid by Property Owner.~~ **Assessment for laboratory costs.** If a violation of this chapter is found to exist through the use of water quality testing, the ~~person owner of the property responsible~~ responsible for the violation shall ~~pay~~ may be assessed the City's actual costs in conducting the laboratory analyses described in subsection A of this section.

**Section 7.** Section 12.12.080 of the SeaTac Municipal Code is hereby amended to read as follows:

**12.12.080 Violations and remedies.**

A. The violation of or failure to comply with any of the provisions of this chapter is unlawful. The remedies and penalties provided in this section, whether civil or criminal, shall be cumulative and shall be in addition to any other remedy provided by law. Authority to enforce provisions of this chapter is granted to the Public Works Director or his/her designee.

B. **Abatement.** If a violation of this chapter presents an imminent and material risk of danger to persons, property or the public health, safety, ~~or welfare,~~ or the environment, the City may summarily and without prior notice take any lawful action as may be necessary to protect the persons, property or public ~~abate the violation.~~ The City may assess any costs incurred by the City against the person ~~that is~~ responsible for the violation. Notice of such abatement, including the reason for it, shall be mailed or given to the person responsible for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the City or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate risks.

C. The City may pursue any remedy available at law or in equity, including, but not limited to, the following:

~~1. Nuisance. A violation of this chapter is a nuisance, which may be abated in the manner provided by SMC 1.15.175(B).~~

~~21. Injunction, Mandamus or Order. The City may institute a civil action for an injunction, writ of mandamus or order with respect to a violation of this chapter.~~

~~32. Code Enforcement. Violations of this Chapter The City may institute code enforcement action pursuant to Chapter 1.15 SMC, and shall be enforced and remedied in accordance with the manner provided by SMC 1.15.045 through 1.15.075 by way of correction agreement and/or notice of infraction.~~

**D. Monetary Penalties – IDDE.** Any person violating any provision of this Chapter is subject to the assessment of civil penalties pursuant to this Chapter. The monetary penalty for each violation shall be as follows:

1. For residential violations (residential parcels up to four (4) dwelling units, as defined in SMC Title 15), the monetary penalty is one hundred dollars (\$100) per day per violation.
2. For all other violations, the penalty is one thousand dollars (\$1000) per day per violation.
3. For repeat or intentional violations, monetary penalties shall be doubled.
4. Payment of a monetary penalty does not relieve the person to whom the penalty was issued, or assessed against, of the duty to correct the violation or the cost of abating the violation.

**Section 8.** This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

ADOPTED this 24<sup>th</sup> day of June, 2014, and signed in authentication thereof on this 24<sup>th</sup> day of June, 2014.

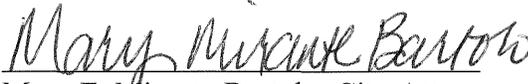
CITY OF SEATAC

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 7/30/14]

[Amend SMC 12.12]

**ORDINANCE NO. 14-1009**

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Sections 2.46.020 and 2.46.040 related to the Advisory Tree Board.

**WHEREAS**, the City Council has determined it is appropriate to amend the SeaTac Municipal Code related to the Advisory Tree Board;

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

**Section 1.** SeaTac Municipal Code Section 2.46.020 is amended to read as follows:

~~There is hereby created an advisory Tree Board (hereinafter referred to as "Board") which shall consist of five (5) members. Three (3) members shall be qualified City staff that shall be appointed by the City Manager, one (1) member shall be a Councilmember appointed by the Mayor and confirmed by the City Council, and one (1) member shall be a City resident appointed by the Mayor and confirmed by the City Council. and be made up of a combination of residents of the City and qualified City staff that shall be appointed by the Mayor and approved or confirmed by the City Council.~~

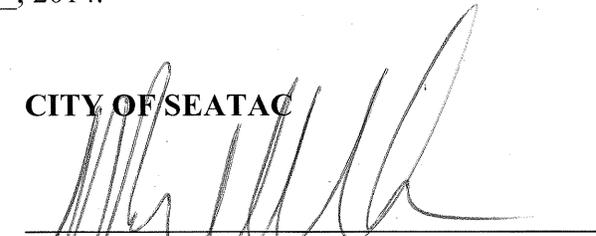
**Section 2.** SeaTac Municipal Code Section 2.46.040 is amended to read as follows:

~~Staff members shall serve indefinitely or until new members are appointed by the City Manager. Councilmember and resident mMembers of the Board shall serve for a term of three (3) years. In the event that there is a vacancy, a qualified successor shall be appointed by the Mayor subject to confirmation by the Council in the manner prescribed in SMC 2.46.020. In the event of an unexpired term, tThe appointed successor will then be approved by the City Council to serve the remainder of the unexpired term.—The five (5) members of the Board shall be made up of a combination of residents of the City and qualified City staff that will be approved by the City Council.~~

**Section 3.** This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

ADOPTED this 8<sup>th</sup> day of July, 2014 and signed in authentication thereof on this 8<sup>th</sup> day of July, 2014.

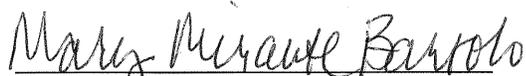
CITY OF SEATAC

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 8/7/14]

[Amend Advisory Tree Board]

ORDINANCE NO. 14-1010

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing and providing for the acquisition of certain properties for the City street/road system specifically the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project; declaring public use and necessity for specific land and property to be condemned; and authorizing the City Attorney to file a Petition for condemnation in King County Superior Court, and authorizing payment therefore, from the City's 307 Transportation Fund.

**WHEREAS**, the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South Project ("Project") will consist of building a new roadway from South 200<sup>th</sup> Street southward to South 208<sup>th</sup> Street, and more specifically the construction of four general purpose lanes, turn lanes, curbs, gutters, a shared use pathway, storm drainage, conversion of utilities to underground, utility lines, street lighting, and paving; and

**WHEREAS**, the Project is contained in the City's 2014 Transportation Improvement Plan (TIP), the 2014 Capital Improvement Plan (CIP), and the Capital Facilities Element of the City's Comprehensive Plan; and

**WHEREAS**, the Project is intended to construct a new principal arterial that is forward compatible with the future extension of State Route 509 and completes a vital connection within and between the City of SeaTac's Regional Growth Center, the Des Moines Creek Business Park, Sea-Tac International Airport, the Angle Lake Link Light Rail Station and adjacent developable properties including Port-owned land; and

**WHEREAS**, certain lands and properties must be acquired in order to provide the necessary rights-of-way for construction and operation of the Project; and

**WHEREAS**, public use and necessity require that the property and property rights herein identified be condemned, appropriated, and taken for public use for Project purposes as it may now or hereafter declare in the public interest; and

**WHEREAS**, in the event that negotiated acquisition is not fully successful well in advance of the anticipated commencement of construction, it is essential that the City initiate condemnation proceedings; and

**WHEREAS**, notice of the planned final action set forth herein was provided in accordance with RCW 8.25.290;

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

Section 1. Acquisition of the properties identified and legally described on Exhibit "A", which is attached and made a part of this Ordinance, is necessary to the public use for the 28<sup>th</sup>/24<sup>th</sup> Avenue South connection project.

Section 2. Reservation. Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for its system of streets and roads, and utility improvements therein. The City reserves the right to acquire other or different properties for the Project.

Section 3. Prosecution. The City's Legal Department, at the direction of the City Attorney, is hereby authorized to commence condemnation proceedings, pursuant to law. In conducting said condemnation proceedings, the City's Legal Department and/or City Manager is hereby authorized to enter into any agreements necessary to effectuate the property acquisition described in the Ordinance, including any stipulations necessary for the purpose of minimizing damages, including but not limited to, the modification of the interest to be acquired by the City. The Public Works Director, in consultation with the City's Legal Department, is authorized to make minor amendments to the legal description of properties described in the attached Exhibit "A" as may be necessary to correct scrivener's errors and/or to conform the legal description to the precise boundaries of the property required for the Project.

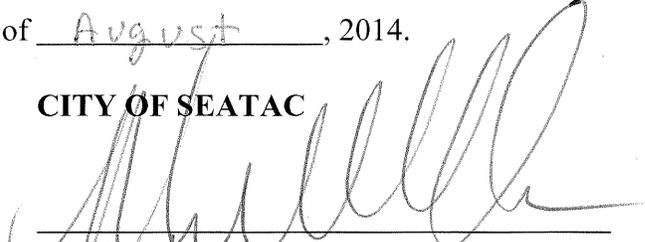
Section 4. Funding. Compensation to be paid to the owners of the aforesaid property and costs of litigation, shall be paid from the City's 307-Transportation CIP Fund.

Section 5. Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 6. Effective Date. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

**ADOPTED** this 12th day of August, 2014, and signed in authentication thereof on this 12th day of August, 2014.

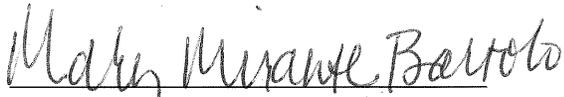
**CITY OF SEATAC**

  
\_\_\_\_\_  
Mia Gregerson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

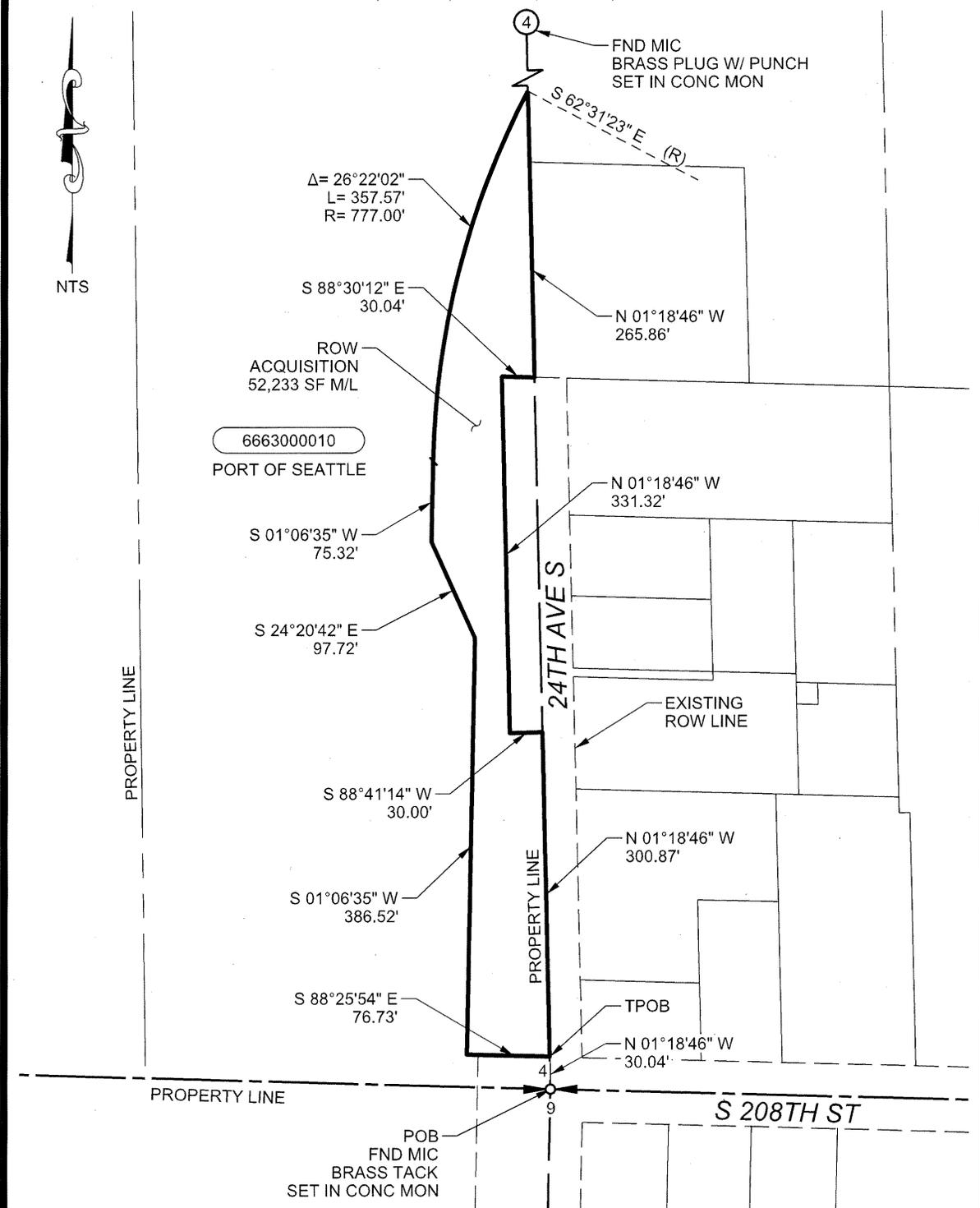
  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 08/23/14 ]

[Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project]

# EXHIBIT A

SW ¼, SEC 4, T. 22 N., R. 4 E., W.M.



6663000010  
PORT OF SEATTLE

**CITY OF SEATAC**  
CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS    DATE: 16-MAY-14  
CHECKED BY: GCB    DATE: 16-MAY-14  
REVISED BY:        DATE:

458038-V-EXHIBT.dgn **CH2MHILL**

**EXHIBIT A**  
**RIGHT OF WAY ACQUISITION FROM PARCEL NO. 6663000010**

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the south quarter corner of said Section 4; thence along the north-south centerline of said Section 4, North 01°18'46" West, 30.04 feet to the most southeasterly corner of the below described PARENT PARCEL and the TRUE POINT OF BEGINNING; thence along the easterly line of said PARENT PARCEL, North 01°18'46" West, 300.87 feet; thence South 88°41'14" West, 30.00 feet; thence North 01°18'46" West, 331.32 feet; thence South 88°30'12" East, 30.04 feet; thence North 01°18'46" West, 265.86 feet; thence leaving said easterly line of said PARENT PARCEL, along a 777.00-foot radius, non-tangent, curve to the left, from which the radial point bears South 62°31'23" East, through a central angle of 26°22'02", an arc distance of 357.57 feet; thence South 01°06'35" West, 75.32 feet; thence South 24°20'42" East, 97.72 feet; thence South 01°06'35" West, 386.52 feet; thence South 88°25'54" East, 76.73 feet to the TRUE POINT OF BEGINNING, containing 52,233 square feet, more or less.

**PARENT PARCEL**

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 20 FEET THEREOF;

AND EXCEPT ANY PORTION LYING WITHIN SOUTH 208<sup>TH</sup> STREET, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 2710180;

AND EXCEPT THE EAST 30 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 4714903;

AND EXCEPT THE NORTH 150 FEET OF THE EAST 300 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, PURSUANT TO STIPULATED CONSENT JUDGMENT & DECREE OF APPROPRIATION RECORDED UNDER RECORDING NUMBER 20001020000308;

TOGETHER WITH THE EAST HALF OF VACATED 22<sup>ND</sup> AVENUE SOUTH ADJOINING, VACATED BY CITY OF SEATAC ORDINANCE NUMBER 96-1011, RECORDED UNDER RECORDING NUMBER 20060614001524, AND ATTACHING THERETO BY OPERATION OF LAW;

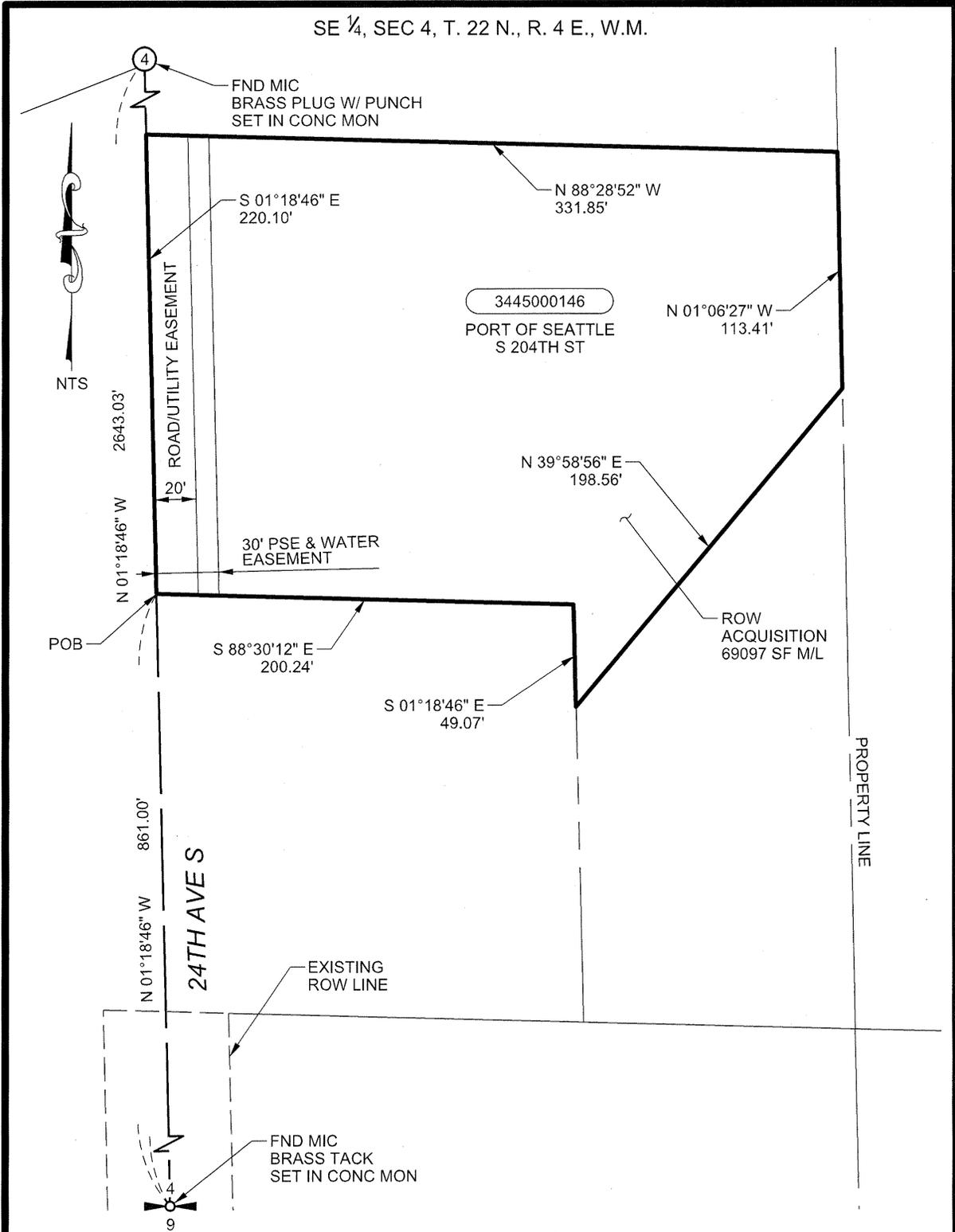
EXCEPT THAT PORTION CONVEYED TO WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION BY DEED RECORDED UNDER RECORDING NUMBER  
20090807001590.

(ALSO KNOWN AS A PORTION OF TRACTS 1 THROUGH 8, PARKHURST, ACCORDING  
TO THE UNRECORDED PLAT THEREOF, AND VACATED STREET ADJOINING.)



5/16/2014

SE 1/4, SEC 4, T. 22 N., R. 4 E., W.M.



PREPARED BY: EBS  
 CHECKED BY: GCB  
 REVISED BY:

DATE: 15-MAY-14  
 DATE: 15-MAY-14  
 DATE:

**CITY OF SEATAC**  
 CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

**CH2MHILL**

**EXHIBIT A**  
**RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000146**

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the most southwesterly corner of the below described PARENT PARCEL, from which the south quarter corner of said Section 4 bears South 01°18'46" East, 861.00 feet; thence along the southerly line of said PARENT PARCEL South 88°30'12" East, 200.24 feet; thence along the westerly line of said PARENT PARCEL, South 01°18'46" East, 49.07 feet; thence leaving said westerly line, North 39°58'56" East, 198.56 feet to a point on the easterly line thereof; thence along said easterly line North 01°06'27" West, 113.41 feet to the northeast corner of said PARENT PARCEL; thence along the northerly line thereof, North 88°28'52" West, 331.85 feet to the northwest corner of said PARENT PARCEL; thence along the most westerly line thereof, and the north-south centerline of said Section 4, South 01°18'46" East, 220.10 feet to the POINT OF BEGINNING, containing 69,097 square feet, more or less.

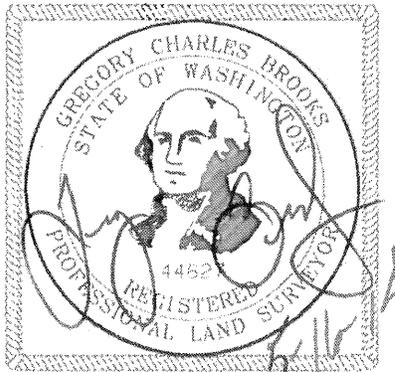
**PARENT PARCEL**

THAT PORTION OF TRACTS 20 AND 21, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE EAST ALONG THE SOUTH LINE THEREOF, 330.32 FEET; THENCE NORTH 2°44'00" WEST 645.88 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 20; THENCE WEST ALONG SAID NORTH LINE THEREOF, 332.66 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACTS 20 AND 21, 646.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

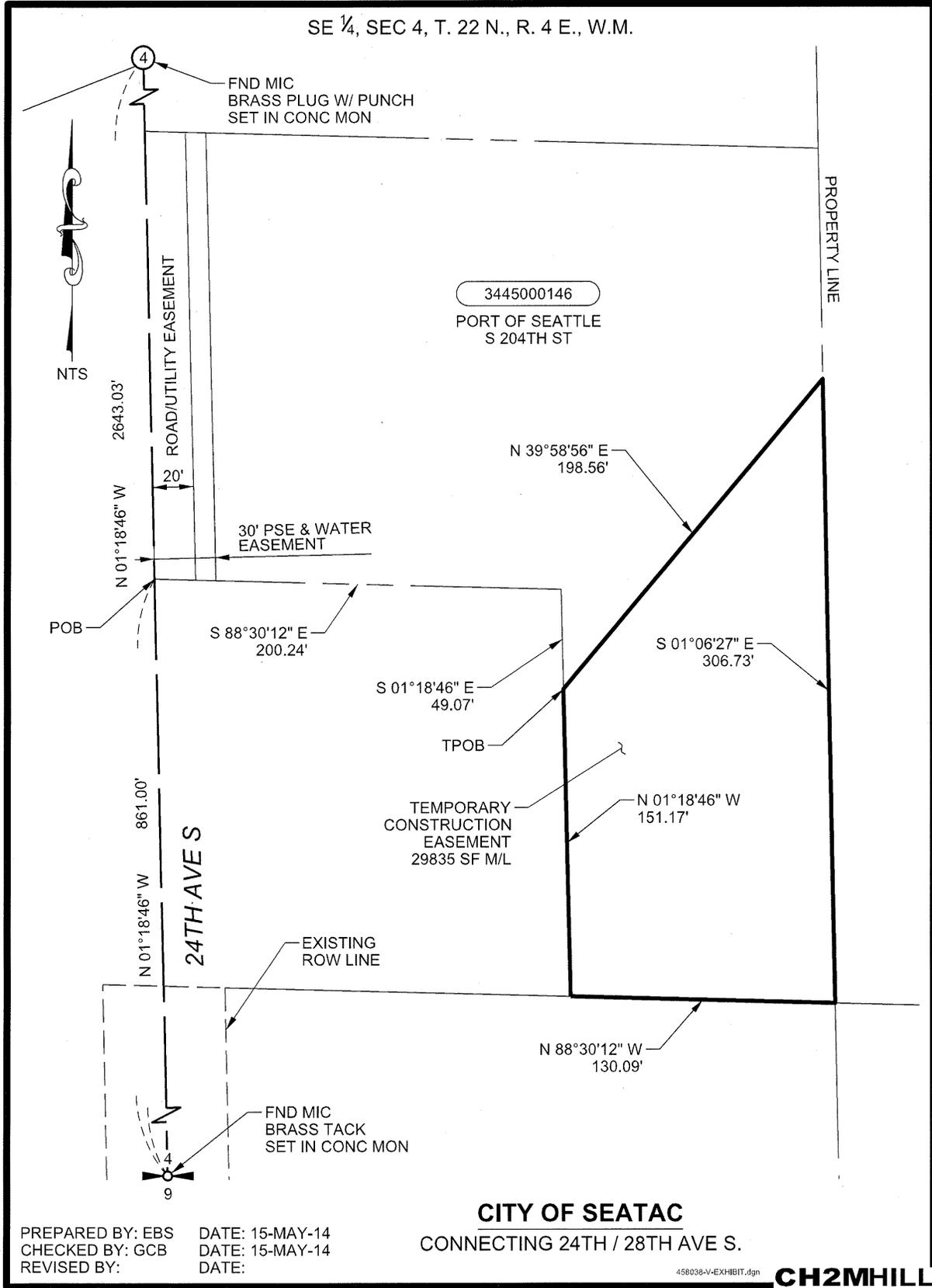
EXCEPT THE SOUTH 200 FEET OF THE WEST 200 FEET OF TRACT 21 AND;

EXCEPT THE NORTH 225 FEET OF SAID TRACT 20.



5/16/2014

SE 1/4, SEC 4, T. 22 N., R. 4 E., W.M.



PREPARED BY: EBS  
CHECKED BY: GCB  
REVISED BY:

DATE: 15-MAY-14  
DATE: 15-MAY-14  
DATE:

**CITY OF SEATAC**  
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

**CH2MHILL**

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT FROM PARCEL NO. 3445000146**

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the most southwesterly corner of the below described PARENT PARCEL, from which the south quarter corner of said Section 4 bears South 01°18'46" East, 861.00 feet; thence along the southerly line of said PARENT PARCEL South 88°30'12" East, 200.24 feet; thence along the westerly line thereof, South 01°18'46" East, 49.07 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly line, North 39°58'56" East, 198.56 feet to a point on the easterly line of said PARENT PARCEL; thence along said easterly line South 01°06'27" East, 306.73 feet to the southeast corner thereof; thence along the southerly line thereof North 88°30'12" West, 130.09 feet; thence along the westerly line thereof North 01°18'46" West, 151.17 feet to the TRUE POINT OF BEGINNING, containing 29,835 square feet, more or less.

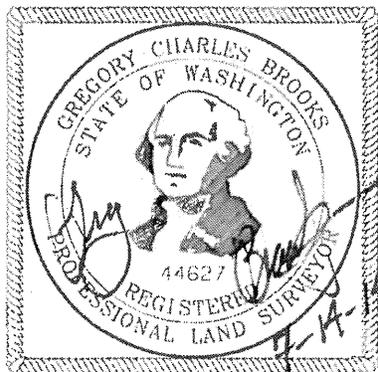
**PARENT PARCEL**

THAT PORTION OF TRACTS 20 AND 21, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE EAST ALONG THE SOUTH LINE THEREOF, 330.32 FEET; THENCE NORTH 2°44'00" WEST 645.88 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 20; THENCE WEST ALONG SAID NORTH LINE THEREOF, 332.66 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACTS 20 AND 21, 646.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

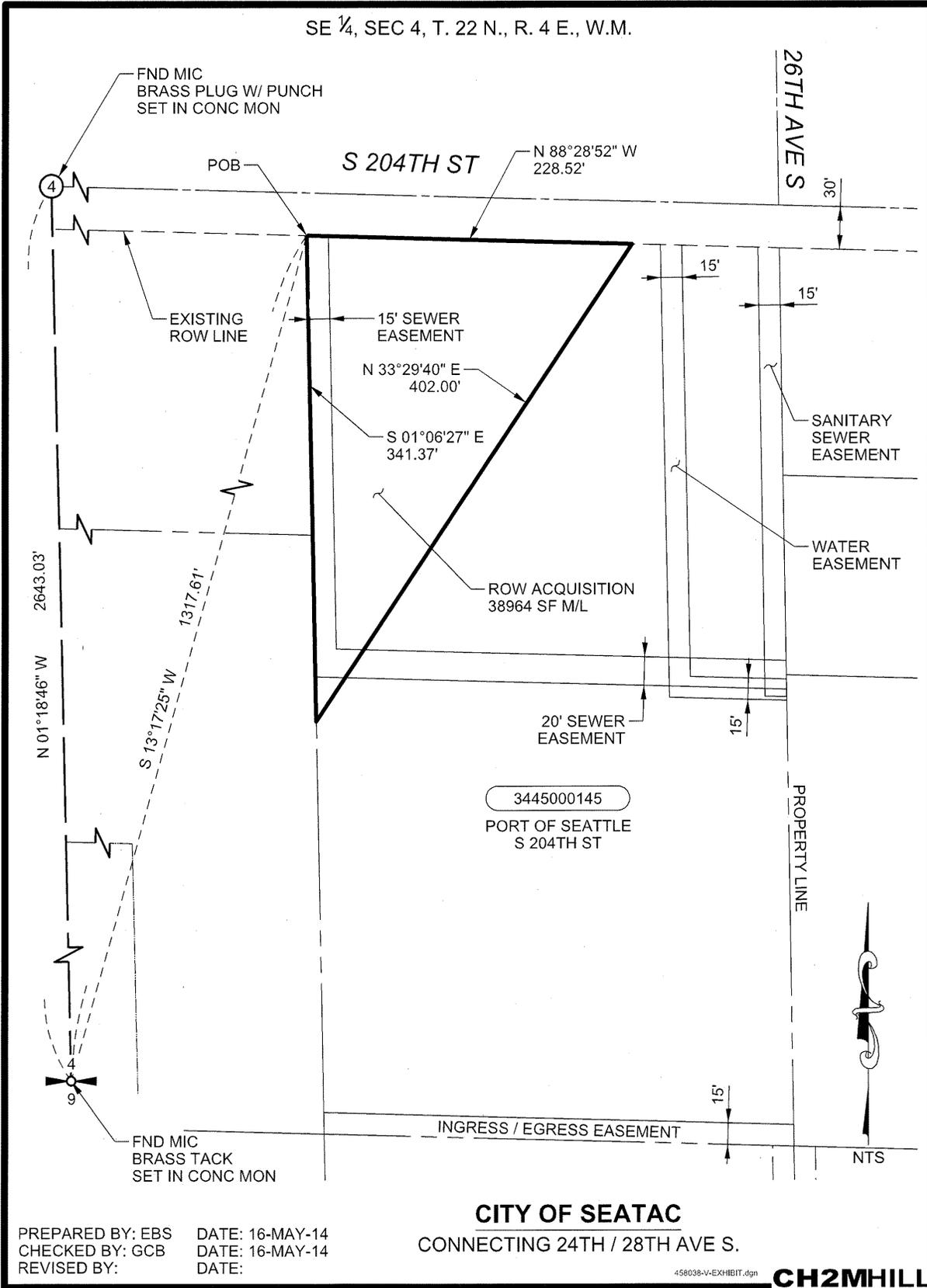
EXCEPT THE SOUTH 200 FEET OF THE WEST 200 FEET OF TRACT 21 AND;

EXCEPT THE NORTH 225 FEET OF SAID TRACT 20.



7/14/2014

SE ¼, SEC 4, T. 22 N., R. 4 E., W.M.



PREPARED BY: EBS DATE: 16-MAY-14  
CHECKED BY: GCB DATE: 16-MAY-14  
REVISED BY: DATE:

**CITY OF SEATAC**  
CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

**CH2MHILL**

**EXHIBIT A**  
**RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000145**

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the below described PARENT PARCEL, from which the south quarter corner of said Section 4 bears South 13°17'25" West, 1317.61 feet; thence along the westerly line of said PARENT PARCEL South 01°06'27" East, 341.37 feet; thence leaving said westerly line, North 33°29'40" East, 402.00 feet to a point on the northerly line of said PARENT PARCEL; thence along said northerly line, and the southerly margin of South 204<sup>th</sup> Street, North 88°28'52" West, 228.52 feet to the POINT OF BEGINNING, containing 38,964 square feet, more or less.

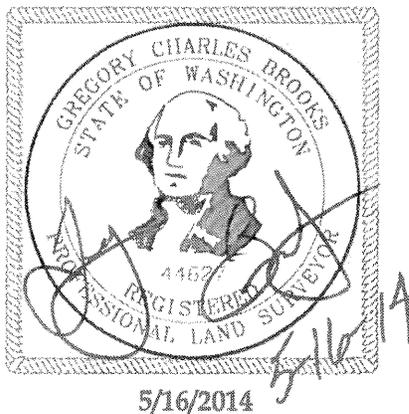
**PARENT PARCEL**

THAT PORTION OF TRACTS 20 AND 21, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

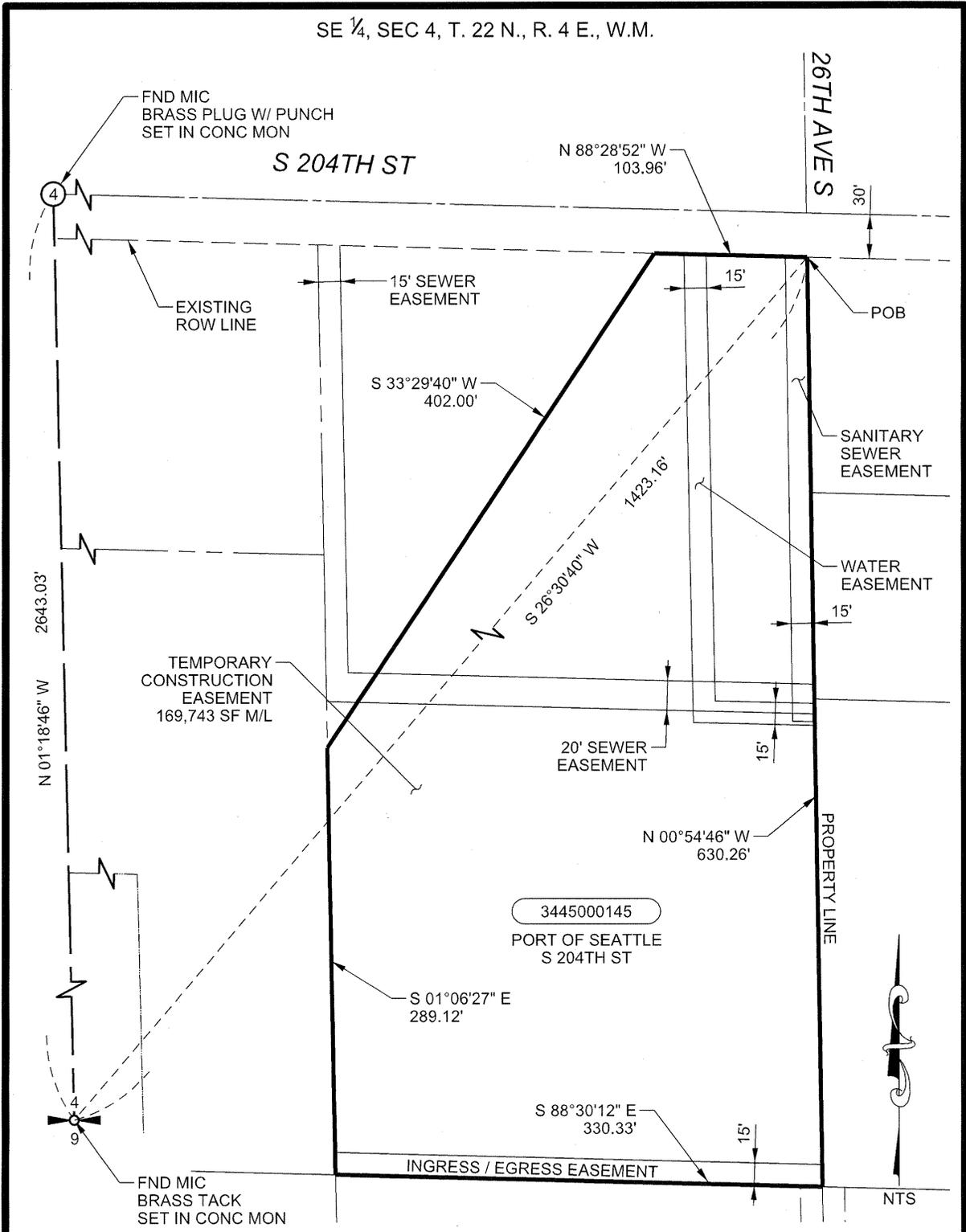
BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE EAST ALONG THE SOUTH LINE THEREOF, 330.32 FEET; THENCE NORTH 2°44'00" WEST 645.88 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 20 AND THE TERMINUS OF SAID LINE:

EXCEPT THE NORTH 15 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7110050386;

TOGETHER WITH THAT PORTION OF 26<sup>TH</sup> AVENUE SOUTH AS VACATED BY ORDINANCE NO. 4010 RECORDED UNDER KING COUNTY RECORDING NUMBER 7901181063, AS WOULD ATTACH BY OPERATION OF LAW.



SE 1/4, SEC 4, T. 22 N., R. 4 E., W.M.



PREPARED BY: EBS      DATE: 16-MAY-14  
 CHECKED BY: GCB      DATE: 16-MAY-14  
 REVISED BY:            DATE:

**CITY OF SEATAC**  
 CONNECTING 24TH / 28TH AVE S.

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT FROM PARCEL NO. 3445000145**

All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of the below described PARENT PARCEL, from which the south quarter corner of said Section 4 bears South 26°30'40" West, 1423.16 feet; thence along the northerly line of said PARENT PARCEL, and the southerly margin of South 204<sup>th</sup> Street, North 88°28'52" West, 103.96 feet; thence leaving said northerly line, South 33°29'40" West, 402.00 feet to a point on the westerly line thereof; thence along said westerly line, South 01°06'27" East, 289.12 feet to the southwest corner of said PARENT PARCEL; thence along the southerly line thereof South 88°30'12" East, 330.33 feet to the southeast corner of said PARENT PARCEL; thence along the easterly line thereof North 00°54'46" West, 630.26 feet to the POINT OF BEGINNING, containing 169,743 square feet, more or less.

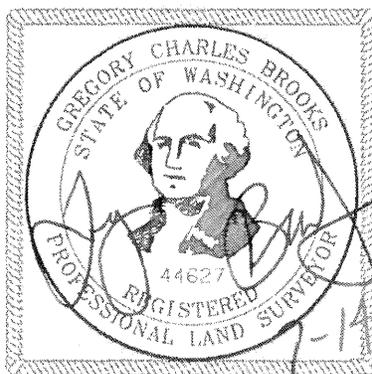
**PARENT PARCEL**

THAT PORTION OF TRACTS 20 AND 21, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE EAST ALONG THE SOUTH LINE THEREOF, 330.32 FEET; THENCE NORTH 2°44'00" WEST 645.88 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 20 AND THE TERMINUS OF SAID LINE:

EXCEPT THE NORTH 15 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7110050386;

TOGETHER WITH THAT PORTION OF 26<sup>TH</sup> AVENUE SOUTH AS VACATED BY ORDINANCE NO. 4010 RECORDED UNDER KING COUNTY RECORDING NUMBER 7901181063, AS WOULD ATTACH BY OPERATION OF LAW.



7/14/2014

SE 1/4, SEC 4, T. 22 N., R. 4 E., W.M.



4

FND MIC  
BRASS PLUG W/ PUNCH  
SET IN CONC MON

N 88°30'12" W  
200.24'

ROW  
ACQUISITION  
33258 SF M/L

30' PSE  
EASEMENT

N 01°18'46" W  
49.07'

3445000147  
PORT OF SEATTLE  
S 204TH ST

S 01°18'46" E  
200.24'

N 30°09'31" E  
172.07'

2643.03'  
N 01°18'46" W

10' SEWER  
EASEMENT

PROPERTY LINE

POB

145'

S 88°30'12" E  
110.30'

660.76'

N 01°18'46" W  
24TH AVE S

EXISTING  
ROW LINE

FND MIC  
BRASS TACK  
SET IN CONC MON

9

**CITY OF SEATAC**

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS  
CHECKED BY: GCB  
REVISED BY:

DATE: 15-MAY-14  
DATE: 15-MAY-14  
DATE:

458038-V-EXHIBIT.dgn

**CH2MHILL**

**EXHIBIT A**  
**RIGHT OF WAY ACQUISITION FROM PARCEL NO. 3445000147**

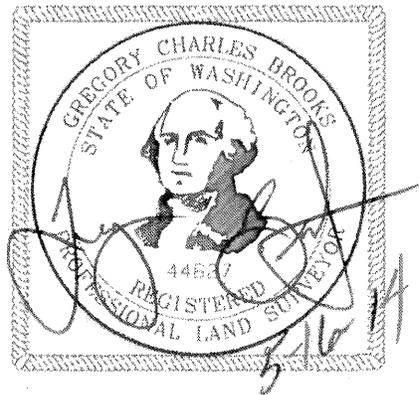
All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, from which the south quarter corner of said Section 4 bears South 01°18'46" East, 660.76 feet; thence along the south line of said PARENT PARCEL South 88°30'12" East, 110.30 feet; thence leaving said south line, North 30°09'31" East, 172.07 feet to a point on the east line of said PARENT PARCEL; thence along said east line North 01°18'46" West, 49.07 feet to the northeast corner of said PARENT PARCEL; thence along the north line thereof, North 88°30'12" West, 200.24 feet to the northwest corner of said PARENT PARCEL; thence along the westerly line thereof, and the north-south centerline of said Section 4, South 01°18'46" East, 200.24 feet to the POINT OF BEGINNING,

Containing 33,258 square feet, more or less.

**PARENT PARCEL**

THE SOUTH 200 FEET OF THE WEST 200 FEET OF TRACT 21, HOMESTEAD PARK FIVE ACRE TRACTS, SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON.



5/16/2014

SE 1/4, SEC 4, T. 22 N., R. 4 E., W.M.



4

FND MIC  
BRASS PLUG W/ PUNCH  
SET IN CONC MON

30' PSE  
EASEMENT

PROPERTY LINE

3445000147  
PORT OF SEATTLE  
S 204TH ST

2643.03'

N 30°09'31" E  
172.07'

S 01°18'46" E  
151.17'

10' SEWER  
EASEMENT

TEMPORARY  
CONSTRUCTION  
EASEMENT  
6790 SF M/L

POB

N 01°18'46" W

145'

N 88°30'12" W  
89.94'

TPOB

S 88°30'12" E  
110.30'

660.76'

EXISTING  
ROW LINE

N 01°18'46" W  
24TH AVE S

FND MIC  
BRASS TACK  
SET IN CONC MON

9

**CITY OF SEATAC**

CONNECTING 24TH / 28TH AVE S.

PREPARED BY: EBS  
CHECKED BY: GCB  
REVISED BY:

DATE: 15-MAY-14  
DATE: 15-MAY-14  
DATE:

458038-V-EXHIBIT.dgn

**CH2MHILL**

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT FROM PARCEL NO. 3445000147**

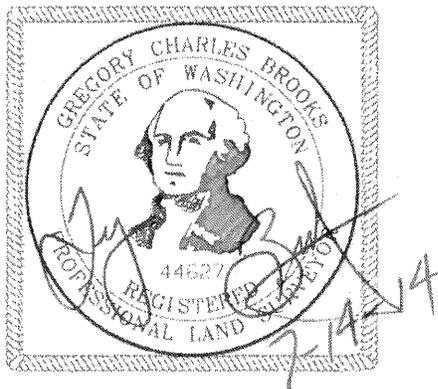
All that portion of the below described PARENT PARCEL, in Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of the below described PARENT PARCEL, from which the south quarter corner of said Section 4 bears South 01°18'46" East, 660.76 feet; thence along the south line of said PARENT PARCEL South 88°30'12" East, 110.30 feet to the TRUE POINT OF BEGINNING; thence leaving said south line, North 30°09'31" East, 172.07 feet to a point on the east line of said PARENT PARCEL; thence along said east line South 01°18'46" East, 151.17 feet to the southeast corner of said PARENT PARCEL; thence along the southerly line thereof, North 88°30'12" West, 89.94 feet to the TRUE POINT OF BEGINNING,

Containing 6,790 square feet, more or less.

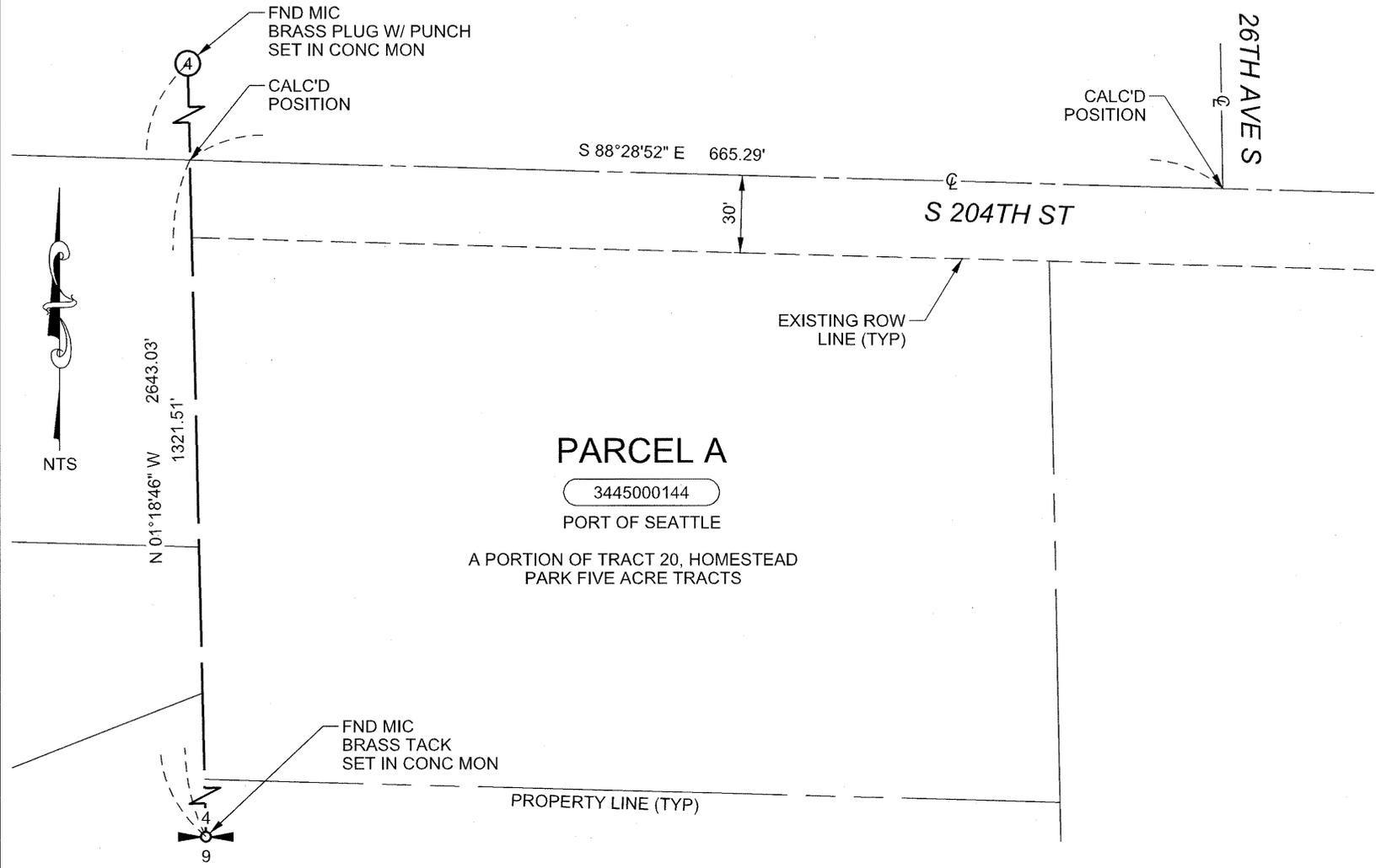
**PARENT PARCEL**

THE SOUTH 200 FEET OF THE WEST 200 FEET OF TRACT 21, HOMESTEAD PARK FIVE ACRE TRACTS, SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON.



7/14/2014

SW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



PREPARED BY: EBS    DATE: 08-JUL-14  
CHECKED BY: GCB    DATE: 08-JUL-14  
REVISED BY: GCB    DATE: 08-JUL-14

**CITY OF SEATAC**  
CONNECTING 24TH / 28TH AVE S.

**EXHIBIT A**  
**LEGAL DESCRIPTION FOR TAX ID NO. 3445000144**

**PARCEL A**

THAT PORTION OF TRACT 20, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 20;

THENCE SOUTH ALONG THE WEST LINE THEREOF, 225 FEET;

THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID TRACT 20 AS A POINT ON A LINE, WHICH BEARS NORTH 2°44'00" WEST FROM A POINT ON THE SOUTH LINE OF TRACT 21, WHICH POINT IS 330.32 FEET EAST FROM THE SOUTHWEST CORNER THEREOF;

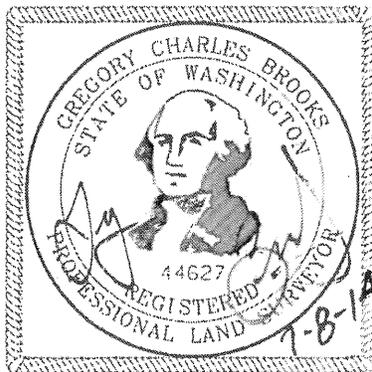
THENCE NORTH 2°44'00" WEST TO A POINT ON THE NORTH LINE OF SAID TRACT 20;

THENCE WEST ALONG SAID NORTH LINE 332.65 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 15 FEET THEREOF IN DEED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 7110050383;

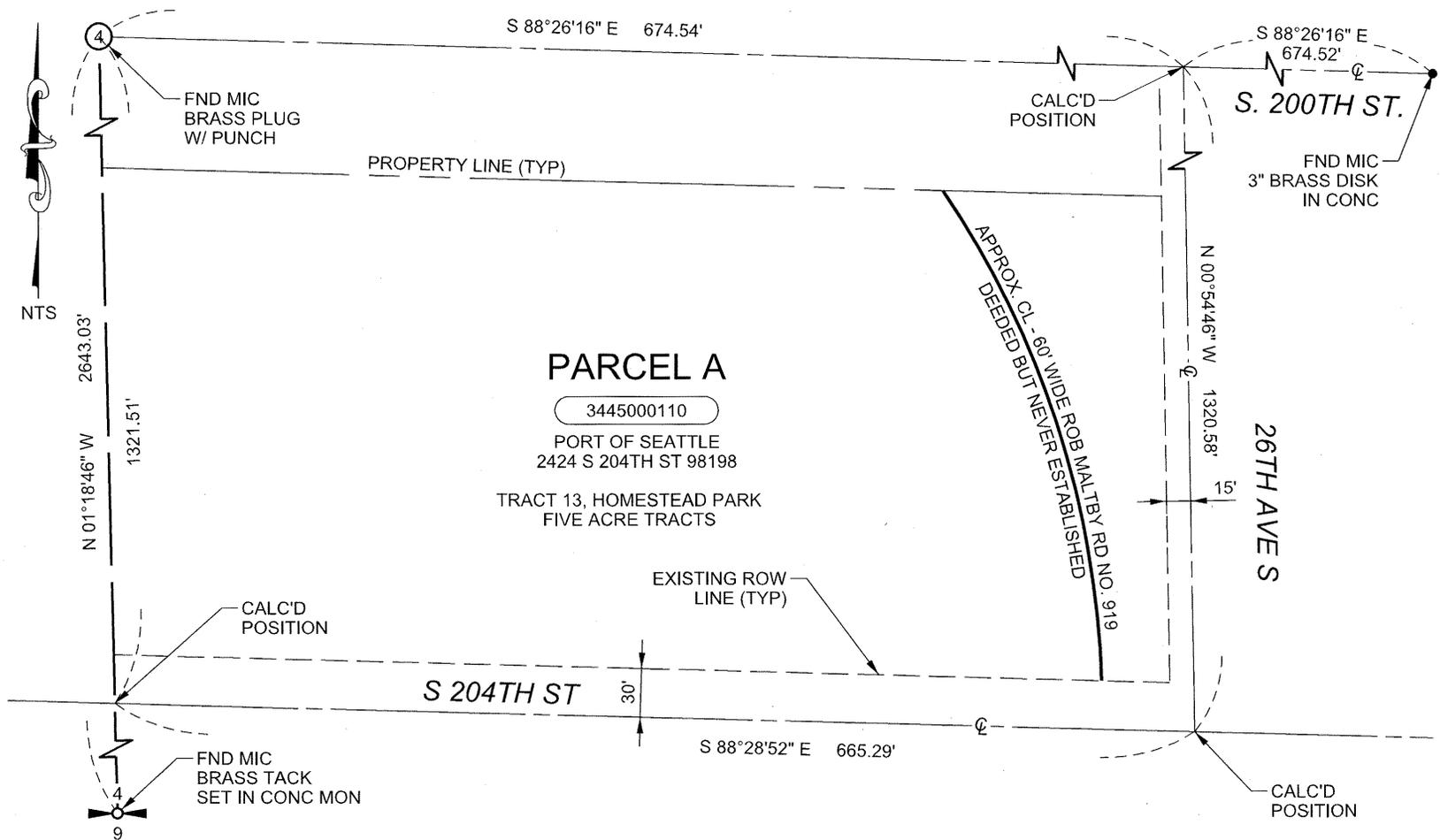
TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE WEST 20 FEET OF THE NORTH 130 FEET OF TRACT 21, HOMESTEAD PARK FIVE ACRE TRACTS AND THE WEST 20 FEET OF THE SOUTH 90 FEET OF TRACT 20 OF SAID HOMESTEAD PARK FIVE ACRE TRACTS;

EXCEPT ANY MOBILE HOMES, IF ANY, LOCATED THEREON.



7/8/2014

NW ¼, SE ¼, SEC 04, T. 22 N., R. 04 E., W.M.



**PARCEL A**

3445000110

PORT OF SEATTLE  
2424 S 204TH ST 98198

TRACT 13, HOMESTEAD PARK  
FIVE ACRE TRACTS

PREPARED BY: EBS    DATE: 08-JUL-14  
 CHECKED BY: GCB    DATE: 08-JUL-14  
 REVISED BY: GCB    DATE: 08-JUL-14

**CITY OF SEATAC**  
 CONNECTING 24TH / 28TH AVE S.

458038-V-EXHIBIT.dgn

**CH2MHILL**

**EXHIBIT A**  
**LEGAL DESCRIPTION FOR TAX ID NO. 3445000110**

**PARCEL A**

TRACT 13, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEEDS RECORDED UNDER KING COUNTY RECORDING NUMBERS 742316 AND 984604;

AND EXCEPT THE SOUTH 15 FEET THEREOF FOR SOUTH 204<sup>TH</sup> STREET CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7110050381.



**7/8/2014**

**ORDINANCE NO. 14-1011**

AN ORDINANCE of the City of SeaTac, Washington, granting to **tw telecom of washington llc**, a Delaware limited liability company, and its successors and assigns, a non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic Cable Network in, upon, over, under, along, across and through the Franchise Area of the City of SeaTac.

**WHEREAS**, **tw telecom of washington llc** ("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 tw telecom of washington llc, a Delaware 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 June 30, 2025; 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 rights-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. 43.21C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse 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 shall pay an initial franchise administration/processing fee of two thousand dollars (\$2,000) at the time of application, with said application having previously submitted with the administration/processing fee as evidenced by Grantee's check number 0756464, dated June 24, 2014.
- (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 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) The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by mail, has been given to the City.
  - (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) Provide for thirty (30) days' notice to the City for cancellation or non-renewal.
  - (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.

- (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 any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to 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 and how it may be treated as such under State or federal law. The Grantee shall not be required to provide customer information in violation of applicable federal or state privacy laws. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Cable Network design, customer lists, marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee

and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

### **5.3 Maps and Records Required**

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

(A) A route map that depicts the general location of the Fiber Optic Cable Network facilities placed in the 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 is 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 in all future extensions of the cable network and at any location where utilities are currently underground.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, Grantee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne

by all utilities, in additions to the costs specifically attributable to the undergrounding of Grantee's own Facilities. "Common costs" shall be determined for a project on the basis of the number and size of Grantee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded. The provisions of this Section 6.9 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6.9 shall be construed as requiring the City to pay any costs of undergrounding any of the Grantee's facilities.

This Franchise does not grant 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, operation 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:

Greg Diamond  
Vice President, Regulatory  
tw telecom of Washington LLC  
10475 Park Meadow Drive  
Littleton, CO 80124  
Email: [greg.diamond@twtelecom.com](mailto:greg.diamond@twtelecom.com)  
Phone 206-676-8052

with an additional copy to:

Tina Davis  
Senior VP and General Counsel  
tw telecom of Washington LLC  
10475 Park Meadow Drive  
Littleton, CO 80124  
Email: [tina.davis@twtelecom.com](mailto:tina.davis@twtelecom.com)  
Phone: 303-566-1279

Notices to City shall be sent to:

Todd Cutts  
City Manager

City of SeaTac  
4800 South 188th Street  
SeaTac, WA 98188  
Email: tcutts@ci.seatac.wa.us  
Phone: 206-973-4816

### **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 back-up power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Fiber Optic Cable Network is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a 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 23<sup>rd</sup> day of September, 2014, and signed in authentication thereof on this 23<sup>rd</sup> day of September, 2014.

CITY OF SEATAC



Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

(Effective Date: 10/04/14)

CERTIFICATE  
I, Kristina Gregg, City Clerk of the City of Sea Tac, do certify that this is a true and correct copy of the original on file with the City.  
DATED this 26 day of September, 20 14.  
Kristina Gregg  
City Clerk



HONORABLE MAYOR AND CITY COUNCIL  
CITY OF SEATAC, WASHINGTON

In the matter of the application of **tw telecom of Washington LLC**, a Delaware Limited Liability Company, and its successors and assigns, for a non-exclusive franchise to construct, maintain, repair, replace, remove, and operate a Fiber Optic Cable Network in, upon, over, under, along, across and through the franchise area of the City of SeaTac, Washington.

Franchise Ordinance No. 14-1011

ACCEPTANCE

WHEREAS, the City Council of the City of SeaTac, Washington, has granted a franchise to **tw telecom of Washington LLC**, a Delaware Limited Liability Company, its successors and assigns, by enacting Ordinance No. 14-1011, bearing the date of September 23, 2014; and

WHEREAS, a copy of said Ordinance granting said franchise was received by **tw telecom of Washington LLC**, on October 7<sup>th</sup>, 2014, from said City of SeaTac, King County, Washington.

NOW, THEREFORE, **tw telecom of Washington LLC**, a Delaware Limited Liability Company, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this written acceptance, with the City of SeaTac, King County, Washington.

IN TESTIMONY WHEREOF said **tw telecom of Washington LLC** has caused this written Acceptance to be executed in its name by its undersigned SVP - Business Development thereunto duly authorized on this 7<sup>th</sup> day of October, 2014.

ATTEST:

tw telecom of Washington, LLC  
By: tw telecom holdings inc.  
Its sole member

By: Jonathan Dillon  
Jonathan Dillon  
Senior Counsel and Assistant Secretary

By: Michael A. Rowles  
Name: Michael A. Rowles  
Title: SVP - Business Development

Copy received by City of SeaTac

on October 17, 2014

By: Kristina Megg, City Clerk

**ORDINANCE NO. 14-1012**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, repealing Chapter 2.35 of the SeaTac Municipal Code.

**WHEREAS**, the City Council approved the contractual consolidation with the Kent Regional Fire Authority (RFA) for Fire services effective January 1, 2014; and

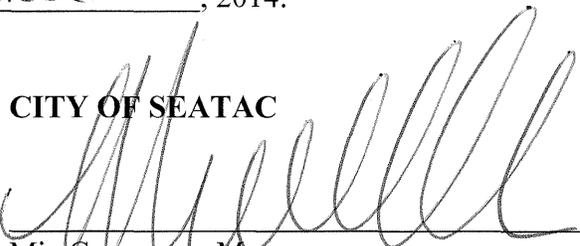
**WHEREAS**, the City no longer employs classifications subject to civil service;

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

**Section 1.** Chapter 2.35 of the SeaTac Municipal Code is repealed.

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

**ADOPTED** this 14<sup>th</sup> day of October, 2014, and signed in authentication thereof on this 14<sup>th</sup> day of October, 2014.

**CITY OF SEATAC**  
  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 10/25/14]

[Repeal SMC 2.35]

**ORDINANCE NO. 14-1013**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, the designated “legislative authority” of the proposed Seattle Southside Tourism Promotion Area for purposes of chapter 35.101 RCW pursuant to the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area, by and among the City, the City of Tukwila, and the City of Des Moines, establishing a tourism promotion area, imposing a charge on the furnishing of lodging by lodging businesses located in the tourism promotion area, providing for the collection of the charge, and other matters related thereto.

**WHEREAS**, the City of Tukwila, Washington (“Tukwila”) currently administers Seattle Southside Visitors Services (“SSVS”), a tourism promotion program funded by lodging taxes imposed and collected within Tukwila, the City of SeaTac (the “City”), and the City of Des Moines (“Des Moines”), and remitted to SSVS in exchange for tourism promotion services; and

**WHEREAS**, the tourism industry is a vital and substantial component of the region’s economy and tourism promotion increases the number of visitors to the region which in turn increases regional sales supporting the local economy; and

**WHEREAS**, the Legislature of the State of Washington (the “Legislature”) has recognized the importance of tourism promotion in the State of Washington and in 2003 passed Engrossed Substitute Senate Bill No. 6026, codified as chapter 35.101 RCW, as it now exists and may hereafter be amended (the “TPA Act”), authorizing counties with a population greater than forty thousand but less than one million, and any city or town within such a county, to establish a tourism promotion area for the purpose of imposing charges (referred to herein as “Special Assessments”) on the furnishing of lodging to be expended exclusively on tourism promotion; and

**WHEREAS**, in 2009 the Legislature amended the TPA Act to allow two or more cities located in a county with a population of one million or more acting jointly under chapter 39.34

RCW (the “Interlocal Cooperation Act”) to form a tourism promotion area for such purpose, and the “legislative authority” of a tourism promotion area formed in such county shall be comprised of two or more jurisdictions acting jointly as the legislative authority under an interlocal agreement created under the Interlocal Cooperation Act for the joint establishment and operation of a tourism promotion area; and

**WHEREAS**, pursuant to RCW 35.101.040, a county, city or town may establish a tourism promotion area that includes within the boundaries of the area portions of its own jurisdiction and another jurisdiction, if the other jurisdiction is a party to an interlocal agreement formed pursuant to the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to the TPA Act and the Interlocal Cooperation Act, the City, Tukwila, and Des Moines entered into an Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area dated May 6, 2014, as it may be amended from time to time (the “Interlocal Agreement”), for the purpose of, among other things, designating the SeaTac City Council (the “City Council”) as the “legislative authority” for purposes of the TPA Act, including without limitation for the purpose of receiving a petition to initiate the establishment of a tourism promotion area within the jurisdictional boundaries of the City, Tukwila and Des Moines (the “Seattle Southside TPA”), considering a resolution of intent to form the Seattle Southside TPA, holding a public hearing as required by the TPA Act, and, if certain requirements are satisfied, adopting an ordinance forming the Seattle Southside TPA; and

**WHEREAS**, operators of Lodging Businesses (as defined in the TPA Act) located in the proposed Seattle Southside TPA presented a petition pursuant to the terms of the TPA Act to the City Council (the “Initiation Petition”) to initiate the establishment of the Seattle Southside TPA; and

**WHEREAS**, after receipt of the Initiation Petition, the City Council passed Resolution No. 14-014 on September 23, 2014 (the “Resolution of Intent”) providing notice of the intention to establish the Seattle Southside TPA, and setting the time and place of a public hearing to be held to hear protests and receive evidence for or against the proposed formation of the Seattle Southside TPA; and

**WHEREAS**, following proper notice as required by the TPA Act, the City Council held a public hearing on October 14, 2014; and

**WHEREAS**, following such public hearing the City Council, as the “legislative authority” under the Interlocal Agreement, the Interlocal Cooperation Act, and the TPA Act, now desires to establish the Seattle Southside TPA as provided herein;

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

Section 1.     Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth below, in the TPA Act or the Interlocal Agreement, as the context may require.

“City” or “City of SeaTac” means the City of SeaTac, a municipal corporation organized under the laws and statutes of the State.

“City Council” means the City Council of the City of SeaTac, as the same shall be duly and regularly constituted from time to time.

“Des Moines” means the City of Des Moines, a municipal corporation organized under the laws and statutes of the State.

“Initiation Petition” means the initiation petition delivered to the Legislative Authority pursuant to the Interlocal Agreement and the TPA Act.

“Interlocal Agreement” means the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area by and among the City, Tukwila, and Des Moines, entered into pursuant to the TPA Act and the Interlocal Cooperation Act, as it may be amended from time to time.

“Interlocal Cooperation Act” means chapter 39.34 RCW, as the same may be amended from time to time.

“Legislative Authority” means the legislative authority of the Seattle Southside TPA appointed pursuant to the Interlocal Agreement, currently the City Council, as the same shall be duly and regularly constituted from time to time.

“Lodging Business” means a business located within the Seattle Southside TPA that furnishes lodging taxable by the State under chapter 82.08 RCW that has 40 or more lodging units.

“Operator” or “Operator of a Lodging Business” means an operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sublessee, mortgagee in possession, license or any other similar capacity.

“Resolution of Intent” means Resolution No. 14-014 of the City Council passed on September 23, 2014.

“Seattle Southside Tourism Promotion Area” or “Seattle Southside TPA” means the geographic area identified in Section 4 of this ordinance.

“Special Assessment” means the charge imposed by the Legislative Authority on the Operators of Lodging Businesses within the Seattle Southside TPA and subsequently passed on to the guests of the Lodging Business, under the authority of the TPA Act, for the purpose of providing funding of Tourism Promotion in the boundaries of the Seattle Southside TPA.

“SSRTA” or “Seattle Southside Regional Tourism Authority” means the public development authority to be chartered by the City pursuant to chapter 35.21 RCW.

“State” means the State of Washington.

“TPA Act” means chapter 35.101 RCW, as it now exists and may be amended in the future.

“Tourism Promotion” means, consistent with the definition set forth in RCW 35.101.010, domestic and international tourism promotion, advertising, sales and marketing activities intended to encourage tourism in the Seattle Southside TPA in order to increase area hotel occupancies. “Promotion, advertising, sales and marketing activities” include, but are not limited to: strategic planning; market research; creative development; media placement; sales activities; hosting tourism industry events relating to promotion and marketing; administrative, operational and management support for such services; and creating and maintaining a standing limited reserve, as such reserve may be specified in the Seattle Southside TPA budget, to fund any such activities.

“Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of 30 consecutive calendar days or less, counting a portion of a day as a full calendar day.

“Tukwila” means the City of Tukwila, a municipal corporation organized under the laws and statutes of the State.

Section 2. Interlocal Agreement; Legislative Authority. The City approved and adopted the Interlocal Agreement on March 25, 2014 pursuant to Resolution No. 14-007. Tukwila approved and adopted the Interlocal Agreement on April 7, 2014 pursuant to a motion of its city council. Des Moines approved and adopted the Interlocal Agreement on April 25,

2014 pursuant to Resolution No. 1261. A copy of the Interlocal Agreement is attached as **Exhibit A**.

Pursuant to the terms of the Interlocal Cooperation Act, the TPA Act, and the Interlocal Agreement, the City, Tukwila, and Des Moines jointly agreed to appoint and designate the City Council as the “Legislative Authority” for purposes of the TPA Act to receive the Initiation Petition and otherwise carry out the terms of the TPA Act in order to help facilitate the formation and operation of the proposed Seattle Southside TPA. It is under and pursuant to the authority granted in the Interlocal Cooperation Act, the TPA Act, and the Interlocal Agreement that the City Council takes the actions set forth herein. As used herein, references to the “City Council” shall mean the City Council as the designated “Legislative Authority” of the proposed Seattle Southside TPA.

Section 3. Resolution of Intent and Public Hearing. Pursuant to RCW 35.101.080, the City hereby provides the following information:

(a) *Resolution of Intent.* The City Council adopted the Resolution of Intent on September 23, 2014. The title of the Resolution of Intent is as follows:

A RESOLUTION of the City Council of the City of SeaTac, Washington, the designated “legislative authority” of the proposed Seattle Southside Tourism Promotion Area for purposes of chapter 35.101 RCW pursuant to the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area, by and among the City, the City of Tukwila, and the City of Des Moines, providing notice of the intent to establish a tourism promotion area; providing notice that the City Council shall conduct a public hearing in accordance with chapter 35.101 RCW; identifying the proposed boundaries of the tourism promotion area; identifying the proposed use of revenues generated by the tourism promotion area; and specifying the estimated charges by classification, among other matters.

(b) *Public Hearing.* Notice of the public hearing was provided as required in RCW 35.101.060, which included publishing the Resolution of Intent in the *Seattle Times*, a

newspaper of general circulation in the cities in which the proposed Seattle Southside TPA is to be established, and mailing a complete copy of the Resolution of Intent to each Lodging Business in the proposed area. Publication and mailing was completed at least 10 days prior to the public hearing. A public hearing was held at 6:30 p.m. on October 14, 2014, at the City Hall Council Chambers, located at SeaTac City Hall, 4800 South 188th Street, SeaTac, Washington 98188. At the public hearing, the City Council received comments and testimony concerning formation of the proposed Seattle Southside TPA. Protests on the proposed Seattle Southside TPA were not received by Lodging Businesses which would pay a majority of the proposed charges.

Section 4. Establishment of Seattle Southside Tourism Promotion Area; Boundaries.

The City Council has received the Initiation Petition, adopted the Resolution of Intent, and held a public hearing as required by the TPA Act. The City Council hereby establishes a tourism promotion area to be called the “Seattle Southside Tourism Promotion Area” (referred to herein as the Seattle Southside TPA). The boundaries of the Seattle Southside TPA shall include the jurisdictional boundaries of the City, Tukwila and Des Moines.

Section 5. Assessment Rate. The Special Assessments to be levied and imposed on the operators of those Lodging Businesses located in the Seattle Southside TPA are set forth below; provided, however, Special Assessments shall not be imposed on lodging units (1) where the occupant has stayed 30 or more days and are not otherwise on a Transient Basis, (2) provided by an Operator of a Lodging Business to guests without charge for promotional purposes, (3) available exclusively to members or guests of members of a private member-owned clubs or its reciprocal clubs, or (4) contracted with airlines for use by their flight crews.

The Special Assessments to be levied are as follows:

<u>Zone</u>	<u>Charge</u>
Zone A	\$2.00 per occupied room per day
Zone B	\$0.00 per occupied room per day

**Zone A:** Zone A encompasses those Lodging Businesses, that are either hotel, motel, or bed and breakfast facilities, with 90 or more lodging units, located within the City, Des Moines, and Tukwila.

**Zone B:** Zone B encompasses those Lodging Businesses, that are either hotel, motel, or bed and breakfast facilities, with between 40 to 89 lodging units, located within the City, Des Moines, and Tukwila.

The Special Assessments (a) are not a tax on the “sale of lodging” for the purposes of chapter 82.14 RCW and are not applicable to temporary medical housing exempt under chapter 82.08 RCW, (b) are in addition to the special assessments that may be levied under chapter 35.87A RCW, and (c) are intended to enhance, supplement, and extend existing tourism marketing efforts of the City, Tukwila, and Des Moines.

Section 6. Use of Special Assessment Revenue

(a) The revenues from the Special Assessments levied on the Operators of Lodging Businesses situated in the Seattle Southside TPA shall be used solely and for the exclusive purpose of providing needed resources to promote visitor spending within the Seattle Southside TPA, and in particular visitors on a trip away from home overnight, in paid accommodations. The revenue will be used for domestic and international tourism promotion, advertising, sales and marketing activities (which may include, without limitation, the creation of a standing limited reserve solely to fund any such activities that arise unexpectedly from year to year) intended to encourage tourist spending in the Seattle Southside TPA in order to increase hotel

occupancies and for no other purpose. The revenue will be dedicated to the following tourism promotion uses and projects:

(i) Tourism promotion, advertising, sales, and marketing services including, but not limited to, strategic planning, market research, creative deployment, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative, operational and management support for such services;

(ii) The marketing of the southwest King County area to recruit sporting, athletic, recreational, entertainment, performing arts and cultural events in order to benefit tourism and the Lodging Businesses in the Seattle Southside TPA, and for the purpose of increasing overnight visitor stays within the Seattle Southside TPA;

(iii) Providing marketing and event assistance for qualifying non-profit and for-profit events that represent a substantial likelihood of benefiting tourism and lodging businesses in the Seattle Southside TPA, and for the purpose of increasing overnight visitor stays within southwest King County; and

(iv) For other Tourism Promotion purposes consistent with the TPA Act and the Interlocal Agreement.

(b) The City Council shall adopt a budget for the use of the Special Assessments as required by the Interlocal Agreement. The City Council shall also contract with the SSRTA pursuant to one or more operating agreements for the management and operation of the Seattle Southside TPA pursuant to the Interlocal Agreement and RCW 35.101.130.

Special Assessments shall be collected, administered, distributed, and managed as provided in the TPA Act and the Interlocal Agreement. The City hereby requests the State

Department of Revenue to remit all Special Assessment revenue directly to the SSRTA. Any Special Assessments received by the City, as the Legislative Authority and fiscal agent of the Seattle Southside TPA, and interest earned thereon shall be deposited by the City in a special account and thereafter transferred to SSRTA as provided in the Interlocal Agreement.

Section 7.     Modification or Disestablishment of the Tourism Promotion Area. The Seattle Southside TPA may be modified and/or disestablished as provided in the TPA Act and in the Interlocal Agreement.

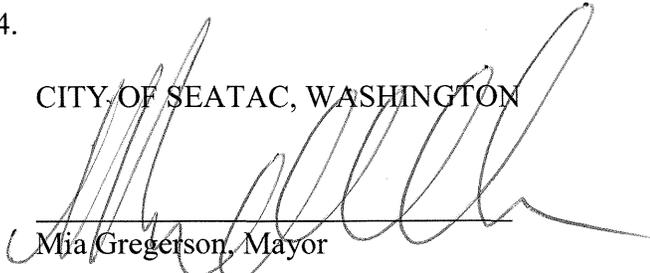
Section 8.     General Authorization; Ratification. The City Manager, the Chair of the SeaTac Lodging Tax Advisory Committee, and other proper officials of the City are authorized and directed to undertake all action necessary and to execute all documents required to carry out the purposes of this ordinance. The signature of one authorized individual shall be sufficient. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

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

Section 10.    Effective Date. This ordinance shall take effect upon the later of (a) five days after adoption and publication as required by law, or (b) seventy-five days after the State Department of Revenue contracts for the administration and collection of Special Assessments within the Seattle Southside TPA.

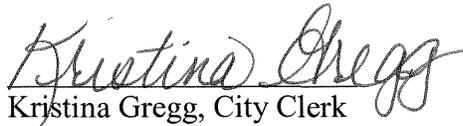
ADOPTED this 14<sup>th</sup> day of October, 2014 and signed in authentication thereof on this 14<sup>th</sup> day of October, 2014.

CITY OF SEATAC, WASHINGTON



Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: \* \_\_\_\_\_]

***\*effective upon the later of (a) five days after adoption and publication as required by law, or (b) seventy-five days after the State Department of Revenue contracts for the administration and collection of Special Assessments within the Seattle Southside TPA.***

**Exhibit A**

Copy of the  
Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area



**INTERLOCAL AGREEMENT  
FOR THE JOINT ESTABLISHMENT OF A  
TOURISM PROMOTION AREA**

THIS INTERLOCAL AGREEMENT FOR THE JOINT ESTABLISHMENT OF A TOURISM PROMOTION AREA (this "Agreement") dated this 6<sup>th</sup> day of May, 2014, is made and entered into by and among the CITY OF SEATAC ("SeaTac"), the CITY OF TUKWILA ("Tukwila"), and the CITY OF DES MOINES ("Des Moines"), each being a municipal corporation organized under the laws and statues of the State of Washington, for the purpose of establishing a joint tourism promotion area pursuant to chapter 35.101 of the Revised Code of Washington ("RCW").

**RECITALS:**

WHEREAS, Tukwila currently administers Seattle Southside Visitors Services ("SSVS"), a tourism promotion program funded by lodging taxes imposed and collected within Tukwila, SeaTac, and Des Moines, and remitted to SSVS in exchange for tourism promotion services; and

WHEREAS, the tourism industry is a vital and substantial component of the region's economy and tourism promotion increases the number of visitors to the region which in turn increases regional sales supporting the local economy; and

WHEREAS, the Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington and in 2003 passed Engrossed Substitute Senate Bill No. 6026, codified as chapter 35.101 RCW (the "TPA Act"), authorizing counties with a population greater than forty thousand but less than one million, and any city or town within such a county, to establish a tourism promotion area for the purpose of imposing special assessments on the furnishing of lodging to be expended exclusively on tourism promotion; and

WHEREAS, in 2009 the Legislature amended the TPA Act to allow two or more cities located in a county with a population of one million or more acting jointly under chapter 39.34 RCW (the "Interlocal Cooperation Act") to form a tourism promotion area for such purpose; and

WHEREAS, other Washington counties and cities, including Pierce County, the Tri-Cities, Spokane County, and Clark County, have established tourism promotion areas and have dedicated such funds for tourism promotion; and

WHEREAS, the operators of lodging businesses located in southwest King County are preparing to initiate the formation of a tourism promotion area pursuant to the TPA Act within the jurisdictional boundaries of Tukwila, SeaTac and Des Moines (the "Seattle Southside TPA"); and

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WHEREAS, depending on the rates of the assessments, the proposed Seattle Southside TPA is projected to provide approximately \$2.5 million of additional revenue for tourism promotion each year; and

WHEREAS, the additional revenue stream is expected to help the tourism promotion program currently administered by SSVS remain competitive with other destination marketing organizations in the State of Washington, bring more visitors to the area, bolster hotel occupancy, protect current jobs, create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural and sporting venues in an ever increasingly competitive marketplace; and

WHEREAS, assessments received from the proposed Seattle Southside TPA will be remitted to a public development authority chartered by SeaTac pursuant to chapter 35.21 RCW; and

WHEREAS, if formed, the Seattle Southside TPA is expected to provide needed resources to increase tourism, which will increase hotel occupancy among participating hotels within the defined area; and

WHEREAS, the promotion of the region to increase tourism will also provide economic benefit to retail, restaurant, entertainment and cultural industries that are closely connected to the hotel industry and critical to the health of the local economy; and

WHEREAS, SeaTac, Tukwila, and Des Moines (referred to herein as the "Parties") currently fund certain basic operations and media expenses of SSVS with lodging tax revenues and desire to have that work continue. As set forth herein, the Parties intend to commit certain lodging tax revenues to fund regional tourism marketing by contracting with the public development authority, or successor entity, for such services; and

WHEREAS, it is paramount that SeaTac and Tukwila continue to operate SSVS in its current form until such time that the public development authority can assume all duties and obligations of SSVS; and

WHEREAS, to form a tourism promotion area an initiation petition satisfying the terms of the TPA Act must first be presented to the legislative authority having jurisdiction of the area in which the proposed tourism promotion area is to be located and a public hearing must be held after providing proper notice; and

WHEREAS, the Parties now desire to enter into this Agreement for the purpose of appointing a legislative authority to receive the initiation petition and otherwise carry out the terms of the TPA Act in order to help facilitate the formation and operation of the Seattle Southside TPA;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

**Section 1. Definitions.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

“Agreement” means this Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area by and among SeaTac, Tukwila and Des Moines, entered into pursuant to the TPA Act and the Interlocal Cooperation Act, as it may be amended from time to time.

“Annual Budget” means the budget approved pursuant to Section 7 of this Agreement.

“Des Moines” means the City of Des Moines, a municipal corporation organized under the laws and statutes of the State.

“Interlocal Cooperation Act” means chapter 39.34 RCW as the same may be amended from time to time.

“Legislative Authority” means the legislative authority of the Seattle Southside TPA appointed pursuant to Section 2 of this Agreement, as the same shall be duly and regularly constituted from time to time.

“Lodging Business” means a business located within the Seattle Southside TPA that furnishes lodging taxable by the State under chapter 82.08 RCW that has 40 or more lodging units. Lodging facilities with fewer than 40 rooms are not considered “Lodging Businesses” for the purpose of this Agreement and are exempt from any fees imposed under chapter 35.101 RCW.

“Operating Agreement” means the agreement(s) for the operation and management of the Seattle Southside TPA.

“Operator” or “Operator of a Lodging Business” means an operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sublessee, mortgagee in possession, license or any other similar capacity.

“Petition” means the initiation petition delivered to the Legislative Authority pursuant to the TPA Act.

“SeaTac” means the City of SeaTac, a municipal corporation organized under the laws and statutes of the State.

“SeaTac City Council” means the City Council of SeaTac as the general legislative authority of SeaTac, as the same shall be duly and regularly constituted from time to time.

“Seattle Southside Tourism Promotion Area” means the geographic area identified in the Petition.

“Seattle Southside TPA” means the Seattle Southside Tourism Promotion Area.

“Special Assessment” means the levy (charge) imposed by the Legislative Authority on the Operators of Lodging Businesses within the Seattle Southside TPA and subsequently passed on to the guests of the Lodging Business, under the authority of the TPA Act, for the purpose of providing funding of tourism promotion in the boundaries of the Seattle Southside TPA.

“SSRTA” or “Seattle Southside Regional Tourism Authority” means the public development authority chartered by SeaTac pursuant to chapter 35.21 RCW.

“SSRTA Board of Directors” means the Board of Directors of SSRTA, as the general legislative authority of SSRTA, as the same shall be duly and regularly constituted from time to time.

“SSVS” means Seattle Southside Visitors Services, a tourism promotion program currently administered by Tukwila.

“State” means the State of Washington.

“Tourism Promotion” means domestic and international tourism promotion, advertising, sales and marketing activities intended to encourage tourism in the Seattle Southside TPA in order to increase area hotel occupancies. “Promotion, advertising, sales and marketing activities” include, but are not limited to, strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative and management support for such services, and creating and maintaining a standing limited reserve, as such reserve may be specified in the Annual Budget, to fund any such activities.

“Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of 30 consecutive calendar days or less, counting a portion of a day as a full calendar day.

“Tukwila” means the City of Tukwila, a municipal corporation organized under the laws and statutes of the State.

“Zone” or “Zones” means the distinct geographic subarea or subareas within the Seattle Southside TPA as established by resolution of the Legislative Authority.

**Section 2. Purpose of this Agreement; Appointment of Legislative Authority.**

(a) *Purpose of this Agreement.* The purpose of this Agreement is (1) to promote tourism in the boundaries of the Seattle Southside TPA by appointing a legislative authority for the purpose of accepting an initiation Petition for the formation of the Seattle Southside TPA pursuant to the TPA Act in the jurisdictional boundaries of SeaTac, Tukwila and Des Moines, which when and if created, will permit collection of Special Assessments from Lodging Businesses to fund Tourism Promotion, and (2) to memorialize the agreement among the Parties hereto relating to the Seattle Southside TPA.

The Petition must describe the boundaries of the proposed tourism promotion area, the proposed uses and projects to which the proposed revenue from the charges shall be used and the total estimated costs, the estimated rate for the charge with a proposed breakdown by class of Lodging Businesses (if such classification is to be used), and the signatures of the persons who Operate Lodging Business in the proposed area who would pay sixty percent or more of the proposed charges.

(b) *Appointment of Legislative Authority.* The SeaTac City Council is hereby appointed as the Legislative Authority of the Seattle Southside TPA for purposes of this Agreement and the TPA Act. References to the "Legislative Authority" herein shall mean the SeaTac City Council serving in its capacity as the Legislative Authority of the Seattle Southside TPA.

(c) *Understanding of the Parties.* It is hereby understood and agreed by the Parties that the SeaTac City Council, serving in its capacity as the Legislative Authority, shall, after receiving the Petition, proceed with adopting a resolution of intent to establish the "Seattle Southside Tourism Promotion Area" designated to include the jurisdictional boundaries of SeaTac, Tukwila and Des Moines, and hold a public hearing after providing proper notice under the terms of the TPA Act.

It is understood and agreed to by the Parties hereto that the purpose of forming the Seattle Southside TPA is to provide an additional source of revenue to be used exclusively to fund Tourism Promotion within the boundaries of the Seattle Southside TPA which will benefit the tourism industry and the Operators of Lodging Businesses located in the boundaries of the Seattle Southside TPA and the Parties hereto.

(d) *Termination of Proceedings.* Notwithstanding anything herein to the contrary, if the Seattle Southside TPA is not formed by March 31, 2015, this Agreement shall terminate and shall no longer be in force and effect.

### **Section 3. Legislative Authority; Meetings; Powers.**

(a) *Officers of the Legislative Authority.* The Chair of the SeaTac Lodging Tax Advisory Committee, or his or her designee, shall serve as Chair of the Legislative Authority. On matters decided by the Legislative Authority, the signature of the Chair alone is sufficient to bind the Legislative Authority.

(b) *Meetings of the Legislative Authority.* Regular meetings of the Legislative Authority shall be held at the times and locations set forth in a meeting schedule approved by the Legislative Body. There shall be at least one meeting of the Legislative Authority each year, and not less than fifteen days' notice shall be given to all members of the Legislative Authority and the Parties hereto prior to any such meeting. Other meetings (including special meetings) may be held upon request of the Chair or any other members. All meetings shall be open to the public to the extent required by chapter 42.30 RCW. Each member of the Legislative Authority shall have an equal vote and voice in all decisions of the Legislative Authority. Unless otherwise provided, the City of SeaTac City Council Administrative Procedures and Robert's Revised

Rules of Order (newly revised) shall govern all procedural matters relating to the business of the Legislative Authority.

(c) *Powers of the Legislative Authority.* The Parties hereto acknowledge and agree that the SeaTac City Council is being appointed solely to serve as the “legislative authority” for purposes of the TPA Act. The day to day operations of the Seattle Southside TPA, including but not limited to the management and expenditure of Special Assessments, shall be managed by SSRTA as manager and operator of the Seattle Southside TPA. The SeaTac City Council, when acting in its capacity as Legislative Authority, shall have the authority to:

1. Receive the Petition, adopt a resolution of intent to form the Seattle Southside TPA, hold a public hearing as required by the TPA Act, and otherwise carry out the terms of the TPA Act;
2. Form the Seattle Southside TPA, establish rates of Special Assessments and levy Special Assessments pursuant to the terms of this Agreement, the Petition, and the TPA Act;
3. Adopt an Annual Budget;
4. Conduct regular and special meetings as may be designated by the Legislative Authority;
5. Enter into agreements with third parties as necessary to fully implement the purposes of this Agreement;
6. Enter into Operating Agreements with SSRTA for the operation of the Seattle Southside TPA, the management and expenditure of Special Assessments and other revenues, and other services as determined to be necessary from time to time;
7. Enter into agreements with and receive funds from any federal, state or local agencies and to distribute such funds to SSRTA;
8. Receive and account for all funds allocated to the Seattle Southside TPA;  
and
9. Engage in any and all other acts necessary to further the goals of this Agreement.

**Section 4. Levy of Assessments on Lodging Businesses within the Seattle Southside TPA.**

(a) The Legislative Authority will levy Special Assessments on the Operators of Lodging Businesses within the Seattle Southside TPA in accordance with the Zones and levels of Special Assessments as set forth in the Petition and resolution of the Legislative Authority. The Parties acknowledge that, unless otherwise provided for in the Petition, Special Assessments shall not be imposed on rooms (1) where the occupant has stayed 30 or more days and are not otherwise on a Transient Basis, (2) that are provided by an Operator of a Lodging Business to

guests without charge for promotional purposes, (3) available exclusively to members or guests of members of a private member-owned clubs or its reciprocal clubs, or (4) contracted with airline crews.

(b) The Legislative Authority shall contract with the State Department of Revenue for the administration and collection of the Special Assessments pursuant to RCW 35.101.090. Special Assessments shall be deposited into the local tourism promotion account created in the custody of the State Treasurer under RCW 35.101.100. It is understood and agreed that in accordance with RCW 35.101.100, the State Treasurer has the authority to distribute the revenue from the tourism promotion account allocable to the Seattle Southside TPA to the Legislative Authority, or directly to the SSRTA, on a monthly basis. SeaTac shall act as fiscal agent to the Seattle Southside TPA and shall be responsible for receiving Special Assessments from the State Treasurer and holding such funds in a segregated account(s) until remitted to SSRTA pursuant to Section 7 of this Agreement.

(c) Any change in the Special Assessment rates for any Zone as set in the resolution of the Legislative Authority shall be made only by amendment of the resolution by the Legislative Authority and only upon written request by the persons who Operate Lodging Business in the proposed area who would pay sixty percent or more of the proposed charges and with the approval and consent of the SSRTA Board of Directors. No increase in the Special Assessment rates for any Zone or the boundaries of any Zone shall be made by the Legislative Authority except after receipt of the written request of persons who Operating Lodging Businesses as identified in the preceding sentence and upon the affirmative approval of the SSRTA Board of Directors.

(d) It is understood and agreed by the Parties hereto that the Special Assessments imposed in the Seattle Southside TPA are not a tax on the "sale of lodging" for the purposes of chapter 82.14 RCW and are not applicable to temporary medical housing exempt under chapter 82.08 RCW.

(e) It is understood and agreed by the Parties that the Special Assessments imposed under this Agreement are in addition to the special assessments that may be levied under chapter 35.87A RCW.

**Section 5. Use of Special Assessment Revenue.** All of the revenues from Special Assessments collected by the State Department of Revenue from Lodging Businesses within the Seattle Southside TPA shall be remitted by the Legislative Authority to SSRTA and shall be used exclusively for Tourism Promotion as defined herein, and for no other purpose, in accordance with the Annual Budget. The revenue derived from the Special Assessments shall be used only for the following purposes:

(a) The general promotion of tourism within the Seattle Southside TPA as specified in the business plan of the SSRTA;

(b) The marketing of convention and trade shows that benefit local tourism and the Lodging Businesses in the Seattle Southside TPA;

(c) The marketing of the Seattle Southside TPA region to the travel industry in order to benefit local tourism and the lodging businesses in the Seattle Southside TPA;

(d) The marketing of the Seattle Southside TPA region to recruit sporting events in order to promote local tourism and to benefit the Lodging Businesses and tourism industry within the Seattle Southside TPA; and

(e) Direct administration, operation, formation, and start-up costs associated with the Seattle Southside TPA and the ongoing management and maintenance of the Seattle Southside TPA program, including but not limited to staff costs, public notice advertising, legal costs, accounting and auditing (including audits of the Parties and the SSRTA as they relate to this Agreement), as approved by the SSRTA Board of Directors, provided no funds will be used for costs not directly related to operation of the Seattle Southside TPA, this Agreement, or the SSRTA.

**Section 6. Lodging Taxes.** The Parties intend to commit lodging tax revenues to fund regional tourism marketing by contracting with the SSRTA, or successor entity. The Parties intend the minimum annual funding levels to be set according to the following table:

<b>Annual Commitment of Lodging Tax to the SSRTA*</b>			
<b>Year</b>	<b>SeaTac</b>	<b>Tukwila</b>	<b>Des Moines</b>
2014	\$835,000	\$712,000	100% of monthly lodging tax receipts
2015	\$460,000	\$405,000	100% of monthly lodging tax receipts
2016	\$383,333	\$337,500	100% of monthly lodging tax receipts
2017	\$306,666	\$270,000	100% of monthly lodging tax receipts
2018 and beyond	\$230,000	\$202,500	100% of monthly lodging tax receipts

\* The exact amount of funding for 2014 will be pro-rated based upon the actual date of establishment of the SSRTA.

Notwithstanding the foregoing, the Parties acknowledge and agree that the final allocation, uses, and level of lodging tax revenue is subject to the provisions of chapter 67.28 RCW. Recognizing that RCW 67.28.1816 requires that the annual expenditures of the respective City's lodging tax be approved by the respective city council (based on a recommendation from its respective lodging tax advisory committee) this Agreement provides no guarantee that future city councils will approve future funding.

The Parties further recognize that Tukwila has financial obligations in place to operate SSVS. Tukwila may, at its sole discretion and absolute authority, reduce the annual payment to the SSRTA in order to meet obligations and liabilities associated with the operation of SSVS, including, but not limited to, labor, lease costs, payment of utilities, and other contracts executed in support of SSVS by Tukwila.

**Section 7. Management of Seattle Southside TPA; Annual Budget; Reporting Requirements.**

(a) The Legislative Authority shall contract with the SSRTA pursuant to one or more Operating Agreements for the management and operation of the Seattle Southside TPA.

(b) The Parties hereto acknowledge and agree that SeaTac is chartering the SSRTA for the purpose of serving as a separate legal entity formed to advise and make recommendations to the Legislative Authority on all matters related to the Seattle Southside TPA and to carry out its purposes as set forth in its formation documents. The Parties agree to execute agreements with the SSRTA for tourism promotion services and for the transfer of assets, equipment, and intellectual property (including the SSVS "brand") used by SSVS to accomplish the purposes of the SSRTA, as determined to be necessary by the SSRTA to accomplish its purposes. The Parties hereto agree to use best efforts to assist in the transition of such services, assets, equipment, and property at no cost to the SSRTA.

(c) SSRTA shall be responsible for administering the activities and programs of the Seattle Southside TPA and preparing an Annual Budget for the Seattle Southside TPA.

(d) The Legislative Authority shall approve an Annual Budget for the use of Special Assessments and shall provide a copy of the Annual Budget to the Parties hereto. The Annual Budget shall consist of:

1. A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and

2. A statement of the proposed budget for all Seattle Southside TPA activities and programs to be funded from Special Assessments during the ensuing fiscal year.

(e) SSRTA, as manager of the Seattle Southside TPA, shall agree to comply with all applicable provisions of state and federal law, including but not limited to, the TPA Act, and with all applicable county or city resolutions and ordinances, and with all regulations lawfully imposed by the State Auditor or other state agencies, and the applicable provisions of this Agreement.

(f) All Special Assessments received by SeaTac, as fiscal agent for the Seattle Southside TPA, from the State Department of Revenue and any interest thereon shall be deposited by SeaTac in a special account and thereafter transferred to SSRTA within thirty days following receipt. Provided, however, no Special Assessment shall be transferred in any fiscal year until after the adoption of that year's fiscal Annual Budget.

(g) Legislative Authority shall submit a statement of actual revenues and expenditures to the SSRTA Board of Directors and the Parties hereto.

(h) The Parties acknowledge and agree that revenue derived from the Special Assessments is intended to enhance, supplement, and extend existing tourism marketing efforts of the Parties.

**Section 8. Initial Duration; Withdrawal and Termination.**

(a) *Initial Term.* The initial duration of this Agreement shall be for a period of twenty years from its effective date.

(b) *Withdrawal from Agreement; Termination by the Parties.* Any Party to this Agreement may withdraw its participation in this Agreement and in the Seattle Southside TPA by providing written notice and serving that notice to the Legislative Authority as provided herein. No Party is permitted to withdraw until this Agreement has been in force at least four years from the effective date. Once this Agreement has been in force for four years, any Party may withdraw by providing at least one year notice of its intent to withdraw.

The Party giving notice of intent to withdraw may revoke its notice by giving written notice of revocation to the Legislative Authority. Within 90 days after receiving proper notice as provided in this section, the Legislative Authority shall adopt a resolution of intention (i) identifying the Party that has given notice of withdrawal, (ii) stating that Seattle Southside TPA may be modified or terminated, as applicable, (iii) describing the change or changes proposed, or indicate that it is the intention to revise the boundaries or disestablish the Seattle Southside TPA, and (iv) providing the time and place of a public hearing to be held by the Legislative Authority on the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action. The Legislative Authority may, by ordinance, revise the boundaries or disestablish the Seattle Southside TPA after conducting a hearing to receive public comment regarding the boundary revision or disestablishment of the Seattle Southside TPA. Unless the written notice of withdrawal has been revoked by the withdrawing Party and accepted by the Legislative Authority, the revision or disestablishment shall become effective on the date specified by the Legislative Authority.

(c) For the sake of clarity, it is the intention of the Parties hereto that this Section 8 provides for a method of withdrawal and/or termination of this Agreement that is initiated solely by a Party to this Agreement. This Section 8 is intended to be in addition to the method of modification and/or disestablishment of the Seattle Southside TPA as provided in Section 9 below.

**Section 9. Modification or Disestablishment of the Seattle Southside TPA.**

(a) The Legislative Authority may modify the provisions of the resolution or ordinance establishing the Seattle Southside TPA, revise the boundaries of the Seattle Southside TPA, or provide for the disestablishment of the Seattle Southside TPA, after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed, or indicate that it is the intention to revise the boundaries or disestablish the Seattle Southside TPA, and shall state the time and place of a public hearing to be held by the

Legislative Authority to consider the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action.

(b) Additionally, upon receipt of a petition indicating a desire to revise the boundaries or disestablish the Seattle Southside TPA, with the signatures of the persons who Operate Lodging Businesses in the Seattle Southside TPA who pay 50% or more of the total Special Assessments, the Legislative Authority shall adopt a resolution of intention to revise the boundaries or disestablish the Seattle Southside TPA, and shall state the time and place of a public hearing to be held by the Legislative Authority to consider the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action.

(c) After conducting the public hearing to take public comment on the proposed action as required under Section 9(a) or (b), the Legislative Authority may, by ordinance, revise the boundaries or disestablish the Seattle Southside TPA. Notwithstanding the foregoing, if at a hearing held pursuant to Section 9(a) or (b) a petition objecting to the boundary revision or disestablishment is presented, with the signatures of the persons who Operate Lodging Businesses in the Seattle Southside TPA who pay 50% or more of the total Special Assessments, the Seattle Southside TPA shall not be altered or disestablished. If such petition objecting to the boundary revision or disestablishment is not presented at the hearing, the Legislative Authority shall proceed to revise the boundaries or disestablish the Seattle Southside TPA.

(d) Notwithstanding anything to the contrary in this Agreement, in no case shall the Parties hereto be obligated to satisfy the outstanding obligations of the Seattle Southside TPA or the SSRTA from such Party's moneys, funds, or other sources of revenue unless it otherwise agrees to in writing.

#### **Section 10. Miscellaneous Provisions.**

(a) *Waiver.* No officer, employee, or agent of SeaTac, Tukwila or Des Moines has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by SeaTac, Tukwila or Des Moines shall be held to be a waiver of any other or subsequent breach. Failure of SeaTac, Tukwila or Des Moines to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of SeaTac, Tukwila or Des Moines to hereafter enforce each and every such provision.

(b) *Records.* All records prepared, owned, used or retained by SSRTA in conjunction with operating or administering the activities and programs of the Seattle Southside TPA as provided for under the terms of this Agreement shall be made available by the SSRTA upon request to SeaTac, Tukwila or Des Moines.

(c) *Property and Equipment.* The SSRTA shall be the owner of all property and equipment purchased in furtherance of this Agreement from Special Assessment revenue. Provided, however, in the event of the termination of the Operating Agreement with the SSRTA, the SSRTA shall agree to make the property and/or equipment available to the successor

manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Seattle Southside TPA, all property and equipment purchased by the SSRTA from Special Assessment revenue shall be retained by SeaTac and used for any lawful purpose.

(d) *Integration.* This Agreement contains all of the terms and conditions agreed upon by SeaTac, Tukwila or Des Moines concerning the establishment of the Seattle Southside TPA and the collection of Special Assessments from Operators of Lodging Businesses. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of SeaTac, Tukwila or Des Moines to execute this Agreement.

(e) *Severability.* In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

(f) *Hold Harmless; No Liability.* SeaTac shall indemnify and hold harmless Tukwila and Des Moines and their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the acts or omissions of SeaTac, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Tukwila or Des Moines arising out of, in connection with, or incident to this Agreement and/or SeaTac's performance or failure to perform any aspect of this Agreement.

Tukwila shall indemnify and hold harmless SeaTac and Des Moines and their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the acts or omissions of Tukwila, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against SeaTac or Des Moines arising out of, in connection with, or incident to this Agreement and/or Tukwila's performance or failure to perform any aspect of this Agreement.

Des Moines shall indemnify and hold harmless Tukwila and SeaTac and their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the acts or omissions of Des Moines, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Tukwila or SeaTac arising out of, in connection with, or incident to this Agreement and/or Des Moines' performance or failure to perform any aspect of this Agreement.

The SSRTA shall be an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the SSRTA shall be satisfied exclusively from the assets and credit of the SSRTA. No creditor or other person shall have any

recourse to the assets, credit, or services of the Parties hereto on account of any debts, obligations, liabilities, acts, or omissions of the SSRTA, unless otherwise agreed in writing by such Party.

(g) *Filing of Agreement.* This Agreement shall become effective immediately after it is duly adopted and executed by the City Council of SeaTac, the City Council of Tukwila, and the City Council of Des Moines and shall be filed and/or posted as required in the Interlocal Cooperation Act.

(h) *Notice.* Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either in physical or electronic means, or if mailed postage prepaid and addressed to:

City of SeaTac  
4800 S. 188th Street  
SeaTac, WA 98188  
Phone: 206.973.4800  
Attn: City Manager

City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
Phone: 206.433.1800  
Attn: City Mayor

City of Des Moines  
21630 11th Ave. S., Suite A  
Des Moines, WA 98198  
Phone: 206.878.4595  
Attn: City Manager

(i) *Amendment.* This Agreement may be amended by the mutual consent of the Parties hereto. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

(j) *Operation of SSRTA.* Each Party hereto further authorizes SeaTac to operate the SSRTA within the corporate limits of such city to accomplish the purposes of and pursuant to the terms of this Agreement.

(k) *Counterparts.* This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

City of Tukwila

*BM*  
*Jim Haggerton*  
\_\_\_\_\_  
Jim Haggerton  
Mayor  
City of Tukwila  
6200 Southcenter Blvd  
Tukwila, WA 98188

City of SeaTac

*Todd Cutts*  
\_\_\_\_\_  
Todd Cutts  
City Manager  
City of SeaTac  
4800 S. 188<sup>th</sup> St  
SeaTac, WA 98188

City of Des Moines

*Tony Piasecki*  
\_\_\_\_\_  
Tony Piasecki  
City Manager  
City of Des Moines  
21630 11<sup>th</sup> Ave S, Ste 98198  
Des Moines, WA 98198

Approved as to Form:

*Mary Mirante Burtch*  
\_\_\_\_\_  
City of SeaTac

**ORDINANCE NO. 14-1014**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the creation of a public corporation to be known as the Seattle Southside Regional Tourism Authority and approving a Charter and Bylaws.

**WHEREAS**, pursuant to RCW 35.21.730 through 35.21.755, the City Council (the “Council”) of the City of SeaTac, Washington (the “City”) may authorize the creation of a public corporation as a separate legal entity to perform any lawful public purpose or public function as therein authorized; and

**WHEREAS**, the tourism industry is a vital and substantial component of the region’s economy and tourism promotion increases the number of visitors to the region which in turn increases regional sales supporting the local economy; and

**WHEREAS**, the City of Tukwila (“Tukwila”) currently administers Seattle Southside Visitors Services (“SSVS”), a tourism promotion program funded by lodging taxes imposed and collected within Tukwila, the City, and the City of Des Moines (“Des Moines”), and remitted to SSVS in exchange for tourism promotion services; and

**WHEREAS**, the Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington and in 2003 passed Engrossed Substitute Senate Bill No. 6026, codified as chapter 35.101 RCW, as it may be amended from time to time (the “TPA Act”), authorizing counties with a population greater than forty thousand but less than one million, and any city or town within such a county, to establish a tourism promotion area for the purpose of imposing charges (referred to herein as “Special Assessments”) on the furnishing of lodging to be expended exclusively on tourism promotion; and

**WHEREAS**, in 2009 the Legislature amended the TPA Act to allow two or more cities located in a county with a population of one million or more acting jointly under chapter 39.34

RCW (the “Interlocal Cooperation Act”) to form a tourism promotion area for such purpose, and the “legislative authority” of a tourism promotion area formed in such county shall be comprised of two or more jurisdictions acting jointly as the legislative authority under an interlocal agreement created under the Interlocal Cooperation Act for the joint establishment and operation of a tourism promotion area; and

**WHEREAS**, pursuant to RCW 35.101.040, a county, city or town may establish a tourism promotion area that includes within the boundaries of the area portions of its own jurisdiction and another jurisdiction, if the other jurisdiction is a party to an interlocal agreement formed pursuant to the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to the TPA Act and the Interlocal Cooperation Act, the City, Tukwila, and Des Moines entered into an Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area dated May 6, 2014, as it may be amended from time to time (the “Interlocal Agreement”), for the purpose of, among other things, designating the Council as the “legislative authority” for purposes of the TPA Act, including without limitation for the purpose of receiving a petition to initiate the establishment of a tourism promotion area within the jurisdictional boundaries of the City, Tukwila and Des Moines (the “Seattle Southside TPA”), considering a resolution of intent to form the Seattle Southside TPA, holding a public hearing as required by the TPA Act, and, if certain requirements are satisfied, adopting an ordinance forming the Seattle Southside TPA; and

**WHEREAS**, operators of Lodging Businesses (as defined in the TPA Act) located in the proposed Seattle Southside TPA presented a petition pursuant to the terms of the TPA Act to the Council (the “Initiation Petition”) to initiate the establishment of the Seattle Southside TPA; and

**WHEREAS**, depending on the rates of the assessments, the proposed Seattle Southside TPA is projected to provide approximately \$2-2.5 million of additional revenue for tourism promotion each year; and

**WHEREAS**, the additional revenue stream is expected to help the tourism promotion program currently administered by SSVS remain competitive with other destination marketing organizations in the State of Washington, bring more visitors to the area, bolster hotel occupancy, protect current jobs, create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural and sporting venues in an ever increasingly competitive marketplace; and

**WHEREAS**, the proposal to form the Seattle Southside TPA raises a number of organizational challenges, and consequently City staff, in collaboration with representatives from SSVS, Tukwila, Des Moines, and the hotel industry, has reviewed a number of options for implementing and managing this potential new revenue source; and

**WHEREAS**, the entrepreneurial nature of tourism promotion programs requires the active participation of members of the hospitality industry, the multiple revenue streams derived from taxes, donations, tourism promotion area assessment revenue and elsewhere require coordination, and the mix of public and private funding and staffing requires oversight and accountability; and

**WHEREAS**, the City has determined that chartering a public corporation to function on its behalf for the purpose of receiving and managing lodging tax and Special Assessment revenue and providing tourism promotion services currently provided by SSVS will create a highly focused and dedicated entity that will accelerate progress; allow the City and other interested parties to recruit individuals to the board of directors of the public corporation who will provide

effective leadership and bring valuable expertise to its work; and enhance opportunities for meaningful cooperation with other tourism marketing organizations and others critical to the successful promotion of southwest King County as a tourist destination, all while ensuring appropriate public oversight and accountability; and

**WHEREAS**, the relationship between the City and the public corporation may be further defined in one or more legally binding agreements between them specifically delineating the work to be undertaken by the corporation and other matters essential to its success while maintaining consistency with City policies, goals and priorities and providing for meaningful accountability; and

**WHEREAS**, the Council has been presented with drafts of a proposed charter (the “Charter”) and bylaws (the “Bylaws”) for the establishment and chartering of a public corporation to be known as the Seattle Southside Regional Tourism Authority (the “Authority”), which will have as its purpose receiving lodging tax revenue, Special Assessment revenue, and other funding from time to time; managing and operating the Seattle Southside TPA; serving as a destination marketing organization; and providing tourism promotion services pursuant to the terms of this ordinance, the Interlocal Agreement, and the Charter; and

**WHEREAS**, it appears in the best interest of the City to approve the Charter and Bylaws for the Authority as now proposed;

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

Section 1. Authority Created—City Liability Limited.

A. Authority Created. The Council hereby authorizes the creation of a public corporation pursuant to RCW 35.21.730(5). The public corporation shall have all of the powers

set forth in this ordinance, RCW 35.21.730 through 35.21.755, and its Charter necessary (a) to facilitate the operation and management of the Seattle Southside TPA, (b) to receive and apply funding to accomplish its corporate purposes (including but not limited to lodging taxes collected pursuant to chapter 67.28 RCW as provided for in the Interlocal Agreement and Special Assessments (charges) collected pursuant to the TPA Act in the Seattle Southside TPA), (c) to provide tourism promotion services to the City, Tukwila, Des Moines, and other contracting parties, including but not limited to those services currently provided by SSVS, (d) to serve as a destination marketing organization for the City, Tukwila, Des Moines, and other contracting parties, and (e) to perform any other function specified in this ordinance, the Charter and the Interlocal Agreement.

The Authority is intended to serve as a destination marketing organization, including without limitation, for the purposes of the TPA Act and chapter 67.28 RCW. The Authority is expressly authorized to receive lodging tax revenue and to use such lodging tax revenues for the purposes set forth in chapter 67.28 RCW, the Interlocal Agreement, this ordinance, and the Charter, as each may be amended from time to time.

B. Name. The name of the public corporation shall be the “Seattle Southside Regional Tourism Authority” (referred to as the “Authority”).

C. Seal. The corporate seal of the Authority shall carry the name of the Authority.

D. Liability Limited. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. Except as specifically agreed in writing by the City, Tukwila, or Des Moines, the Authority shall take no action that might impose liability upon the City, Tukwila, or Des Moines. Pursuant to RCW 35.21.730(5), and in order to prevent recourse against the assets or credits of the City, Tukwila, and Des Moines, all liabilities

incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse against the City, Tukwila, or Des Moines, or their assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

The Charter of the Authority shall provide that the Authority is organized pursuant to this ordinance and RCW 35.21.730 through 35.21.755 and state as follows: “[A]ll liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the City of SeaTac, the City of Tukwila, the City of Des Moines, Washington or any other entity on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity.” Such statement shall be displayed in a prominent location in the principal office or other offices of the Authority. It shall also be printed or stamped on all contracts and other documents that may entail any debt or liability by the Authority.

Section 2.     Powers--Generally. Except as otherwise limited by Washington State law, this ordinance, or the Charter of the Authority, the Authority shall have and exercise all lawful powers necessary or convenient to affect the purposes for which the Authority is organized and to perform authorized corporate functions, including, without limitations, the power to:

- A.     Own, lease, acquire, dispose of, exchange and sell real and personal property;
- B.     Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, any agency of the State government or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
- C.     Sue and be sued in its name;

D. Lend its funds, property, credit or services, borrow money, or act as a surety or guarantor for corporate purposes;

E. Do anything a natural person may do;

F. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States or any agency or department thereof, or any other program or project, whether or not funded with federal funds, which the Authority is authorized to undertake by Federal or Washington State law, City ordinance, City resolution, by agreement with the City, or as may otherwise be authorized by the City;

G. Provide and implement such municipal services and functions as the Council may by ordinance or resolution direct;

H. Transfer any funds, real or personal property, property interests, or services, with or without consideration;

I. Receive and administer federal or private funds, goods, or services for any lawful public purpose;

J. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

K. Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;

L. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;

M. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;

N. Recommend to appropriate governmental authorities public improvements and expenditures for areas located within the City;

O. Recommend to the United States, a state, and any political subdivision or agency of either, any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;

P. Initiate, carry out, and complete such improvements of benefit to the public consistent with its Charter as the United States, a state, and any political subdivision or agency of either may request;

Q. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the Authority may deem appropriate to maximize the public interest in the City;

R. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;

S. Control the use and disposition of corporate property, assets, and credit;

- T. Invest and reinvest its funds;
- U. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- V. Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and the Interlocal Agreement;
- W. Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with this ordinance, its Charter and its Bylaws; designate agents and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
- X. Identify and recommend to the United States, a state, and any political subdivision or agency of either, the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) of property and property rights, which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- Y. Provide for, carry out, and implement the provisions of the Interlocal Agreement, including but not limited to, entering into agreements with the State Department of Revenue (“DOR”) for the purpose of receiving Special Assessment revenue collected by DOR on behalf of the Seattle Southside TPA, and serving as a destination marketing organization;
- Z. Contract with the City, Tukwila, Des Moines, and/or other entities from time to time to accomplish the purposes of the Authority, including but not limited to agreements for the management and operation of the Seattle Southside TPA; agreements to provide tourism promotion services; and agreements for the transfer of assets, equipment, and intellectual property used by SSVS; and

AA. Exercise and enjoy such powers as may be authorized by law.

The Authority is hereby directed to enter into one or more agreements with DOR, subject to DOR's approval, and other parties as necessary, for the purpose of receiving Special Assessment revenue collected by DOR on behalf of the Seattle Southside TPA.

Section 3. Limitation of Powers. The activities and transactions of the Authority shall be limited in the following respects:

A. The Authority shall have no power of eminent domain nor any power to levy taxes.

B. The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public to any assets, services, resources, or credit of the City, Tukwila, Des Moines or other municipality, unless otherwise expressly agreed to by such entity.

C. No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of the state or the Council; provided, however, that funds may be used for representatives of the Authority to communicate with members of Congress, state legislators or city council members concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's and unless such activities are specifically limited in its Charter.

D. All funds, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by its Charter. No part of the net earnings of

the Authority shall inure to the benefit of, or be distributable as such to, the board members or other private persons, except that the Authority is authorized and empowered to:

(i) Reimburse board members, employees and others performing services for the Authority reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;

(ii) Assist board members or employees as members of a general class of persons to be assisted by a corporate-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such board members or employees by reason of his or her status or position in the Authority;

(iii) Defend and indemnify any current or former board member or employee and their successors against all costs, expenses, judgments, and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with or resulting from any claim, action, or proceeding, civil or criminal, in which he or she is or may be made a party by reason of being or having been a board member or employee, or by reason of any action alleged to have been taken or omitted by him or her in such position, provided that he or she was acting in good faith on behalf of the Authority and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which board members or employees may be entitled as a matter of law;

(iv) Purchase insurance to protect and hold personally harmless any of its board members, employees and agents from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties

for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the board, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

(v) Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

E. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its board members or employees or otherwise engage in business for private gain.

F. The Authority shall have no power to issue negotiable bonds or notes.

Section 4. Charter. The Charter of the Authority (the "Charter") is hereby approved in substantially the form set forth at Exhibit A, with such changes as determined to be necessary by the City Manager to accomplish the provisions of this ordinance. The Charter shall be issued in duplicate originals, each signed by the Mayor and the City Manager of the City of SeaTac (the "City Manager") and bearing the City seal attested by the City Clerk. One original shall be filed with the SeaTac City Clerk and filed as a public record. A duplicate original shall be provided to the Authority.

The Charter may be amended by the City Manager to comply with changes in Washington State law or to make the Charter consistent with the provisions of this ordinance as it may be amended by the Council from time to time. Charter amendments proposed by the City Manager for such purposes shall not require subsequent approval of the board of directors of the Authority or the Council. The Charter may also be amended by resolution of the board of directors of the Authority subject to approval by the Council. Any Charter amendment adopted by resolution of the board of directors must be consistent with the terms of this ordinance. After adoption of a Charter amendment, the revised Charter shall be issued and filed in the same manner as the original Charter.

Section 5. Effect of Issuance of Charter. The Authority shall commence its existence effective upon issuance of its Charter and appointment and confirmation of the initial board of directors as provided in the Charter. Except as against the state or the City in a proceeding to cancel or revoke the Charter, delivery of a duplicate original Charter shall conclusively establish that the Authority has been established in compliance with the procedures of this ordinance.

Section 6. Board of Directors; Officers. A board of directors (the "Board") is hereby established to govern the affairs of the Authority. The initial Board of the Authority shall consist of at least seven and no more than eleven members as further provided in the Charter. The Board members shall be appointed and serve their terms as provided in the Charter. All corporate powers of the Authority shall be exercised by or under the authority of the Board; and the business, property and affairs of the authority shall be managed under the supervision of the Board, except as may be otherwise provided by law or in the Charter.

The Board shall have three or more officers as provided in the Charter. The officers shall manage the daily affairs and operations of the Authority. The same person shall not serve as

both the chairperson of the Authority and the officer responsible for the custody of funds and maintenance of accounts and finances. Any officer responsible for accounts and finances shall file with the Authority a fidelity bond in the amount of \$50,000 and may hold the office only as long as such a bond continues in effect. Any other agent or employee of the Authority, as determined by the Board, shall annually furnish an official bond conditioned on the honest and faithful performance of their official duties, in the amount of \$25,000. All bond premiums shall be paid by the Authority. The chairperson shall be the agent of the Authority for service of process. The Authority may, by resolution, designate other agents to receive or initiate process.

Section 7. Meeting. Within ninety (90) days after issuance of the Charter and appointment and confirmation of the initial Board as provided in the Charter, the City Manager or his/her designee shall call an organizational meeting of the initial Board, giving at least ten (10) days' advance written notice to each, unless waived in writing. At such meeting, the Board shall organize itself, appoint initial officers, select its place of business, and adopt a code of ethics policy. All Board meetings, including executive, all other permanent and ad hoc committee meetings, shall be open to the public to the extent required by chapter 42.30 RCW.

Section 8. Bylaws. The initial bylaws (the "Bylaws") of the Authority are hereby approved substantially in the form set forth at Exhibit B, with such changes as determined to be necessary by the City Manager to accomplish the provisions of this ordinance. The power to alter, amend, or repeal the Bylaws or adopt new ones shall be vested in the Board except as otherwise provided in the Charter. The Bylaws shall be consistent with the Charter. In the event of a conflict between the Bylaws and this ordinance or the Charter, this ordinance or the Charter, as the case may be, shall control.

Section 9.     Funds of the Authority. All money belonging to or collected for the use of the Authority coming into the hands of any officer thereof shall immediately be deposited with the treasurer or other legal depository to the credit of the Authority for the benefit of the funds to which they belong. The use of funds of the Authority for any purpose not authorized by law by any officer having possession or control thereof is prohibited.

Section 10.    Discrimination Prohibited. Membership to the Board shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Furthermore, the Authority shall not discriminate in any matter related to employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The Authority shall, in all solicitation or advertisements for employees placed by or on behalf of the Authority, if any, state that all qualified applicants will receive consideration for employment without regard to age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Section 11.    Dissolution.

A.     The Authority may be dissolved for any reason by an affirmative finding of the Council that dissolution is warranted. The Council shall make such affirmative finding in a resolution at or after the Council holds a public hearing, held with notice to the Authority and its

Board. Dissolution shall be accomplished as provided in the Charter, and shall not take effect until proper provision has been made for disposition of all Authority assets and liabilities.

B. Upon enactment of a resolution by the Council for dissolution of the Authority, the Authority shall file a dissolution statement signed by its chairperson setting forth:

- (i) The name and principal office of the Authority;
- (ii) The debts, obligations and liabilities of the Authority, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of executory contracts; and the estimated time for completion of its dissolution;
- (iii) Any pending litigation or contingent liabilities;
- (iv) The Board resolution providing for such dissolution, the date(s) and proceedings leading toward its adoption, and requesting that assets of the Authority be transferred to the City to continue the purposes for which the Authority was chartered, whenever the dissolution be voluntary; and
- (v) A list of persons to be notified upon completion of the dissolution.

The City Manager shall review the dissolution statement filed and oversee the dissolution to protect the public interest and prevent impairment of obligation, or if so authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

Upon satisfactory completion of dissolution proceedings, the City shall indicate such dissolution by inscription of "charter cancelled" on the original Charter of the Authority, on file with the SeaTac City Clerk and, when available, on the duplicate original of the Authority, and the existence of the Authority shall cease. The City shall give notice thereof pursuant to

Washington State law and to other persons requested by the Authority in its dissolution statement.

D. Upon dissolution of the Authority or the winding up of its affairs, title to all remaining assets or property of the Authority shall vest in the City, or when requested to by resolution of the Board of the Authority pursuant to Section B(iv), shall vest in the City. If title to all remaining assets or property of the Authority is to vest in the City, the City or trustee or court may provide for the transfer of any Authority rights, assets or property to a qualified entity or entities to fulfill the purposes for which the Authority was chartered.

Section 12. Insurance. The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority, naming the City as a primary, non-contributory additional insured. The types and amount of insurance required under this Section shall include:

COMMERCIAL GENERAL LIABILITY

\$2,000,000 per occurrence liability.  
Coverage to include Premise and Operations Liability  
Blanket Contractual  
Products and Completed Operations

AUTOMOBILE LIABILITY

\$2,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile.

EMPLOYMENT PRACTICES LIABILITY

\$2,000,000 per claim.

ERRORS AND OMISSIONS

\$2,000,000 per claim.

WORKER'S COMPENSATION

To be insured under Washington State Industrial Insurance.

FIDELITY AND CRIME INSURANCE

\$100,000 limit covering all employees and officers.

The insurance required under this Section may be fulfilled by acquiring excess liability or umbrella liability coverage. However, in all cases, certificates of insurance must be filed with the City and approved by the City Manager. The types and amounts of insurance required in this Section may be amended by the Council.

Section 13. Annual Reports. The Authority shall, prior to the end of three months after the end of its fiscal year, file an annual report with the City Finance Director and the City Manager containing an audited statement of assets and liabilities, income and expenditures and changes in its financial position during the previous year (or unaudited if such audited information is unavailable, to be promptly followed by audited information when it becomes available); a summary of significant accomplishments; a list of depositories used; a projected operating budget for the current fiscal year; a summary of projects and activities to be undertaken during the current year; a list of members and officers of the Board; and a list of individuals that are bonded (including bond amounts) pursuant to this ordinance. The Authority shall also answer fully and within a reasonable time any written inquiries by City officials in the course of their duties about its finances, organization or activities.

Section 14. Access to Records. The Authority shall keep an official journal containing the minutes of proceedings at all meetings of the Board and any meetings of any membership and the resolutions of the Board. Any person shall have access to records and information of the Authority to the extent required by Washington State law.

Section 15. Public Corporation. The Authority is a public corporation created pursuant to RCW 35.21.730 through 35.21.755 as a separate legal entity from the City.

Section 16. Ancillary Authority. The City Manager or the City Manager's designee is granted all such power and authority as reasonably necessary or convenient to enable him or her

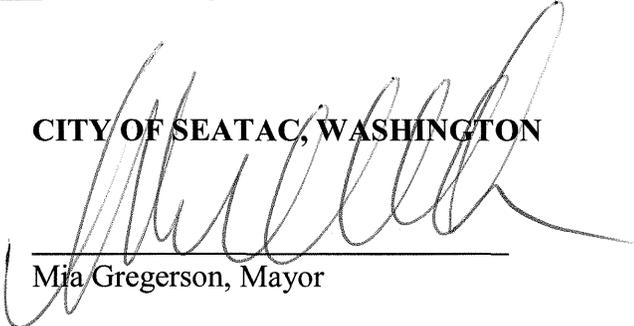
to administer this ordinance efficiently and to perform the duties imposed in this ordinance or the Charter.

Section 17. Liberal Construction. This ordinance shall be liberally construed so as to effectuate its purposes and the purposes of RCW 35.21.730 through 35.21.755.

Section 18. Effective Date. This ordinance shall take effect five (5) days after passage and publication as required by law.

**PASSED** this 14<sup>th</sup> day of October, 2014 and signed in authentication thereof on this 14<sup>th</sup> day of October, 2014.

**CITY OF SEATAC, WASHINGTON**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

APPROVED AS TO FORM:

  
Mary E. Mirante Bartolo, City Attorney

Effective Date: 10/25/14

**CHARTER  
OF  
SEATTLE SOUTHSIDE REGIONAL TOURISM AUTHORITY**

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**CHARTER  
OF  
SEATTLE SOUTHSIDE REGIONAL TOURISM AUTHORITY**

**ARTICLE I**

**NAME AND AUTHORITY SEAL**

The name of this corporation shall be the “Seattle Southside Regional Tourism Authority” (hereinafter referred to as the “Authority”). The corporate seal of the Authority shall be a circle with the name of the Authority and the word “SEAL” inscribed therein.

**ARTICLE II**

**AUTHORITY FOR SEATTLE SOUTHSIDE REGIONAL TOURISM AUTHORITY:  
LIMIT ON LIABILITY**

**Section 1. Authority.**

The Authority is a public corporation organized pursuant to Ordinance No. \_\_\_\_ of the City of SeaTac, Washington (the “City”) adopted on \_\_\_\_\_, 2014, as existing or as hereinafter amended (the “Enabling Ordinance”), and pursuant to the Revised Code of Washington (“RCW”) 35.21.730 through 35.21.755, as the same now exist or may hereafter be amended, or any successor act or acts.

**Section 2. Limitation on Liability.**

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the City, the City of Tukwila (“Tukwila”), the City of Des Moines (“Des Moines”), or any other entity on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity.

**Section 3. Mandatory Disclaimer.**

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority’s principal and other offices. It shall also be printed or stamped on all contracts and other documents that may entail any debt or liability by the Authority. Failure to display, print or stamp the statement required by this section shall not be taken as creating any liability for any entity other than the Authority.

The Seattle Southside Regional Tourism Authority (the “Authority”) is organized pursuant to Ordinance No. \_\_\_\_ of the City of SeaTac, Washington adopted on \_\_\_\_\_, 2014, as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the City of SeaTac, the City of Tukwila, the City of Des Moines, Washington or any other entity on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity.

RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

### **ARTICLE III**

#### **DURATION OF AUTHORITY**

The duration of this corporation shall be perpetual.

### **ARTICLE IV**

#### **PURPOSE OF AUTHORITY**

The purpose of the Authority is to provide an independent legal entity under RCW 35.21.730-.755 and the Enabling Ordinance for the purposes of:

1. managing and operating the Seattle Southside Tourism Promotion Area, a tourism promotion area formed pursuant to chapter 35.101 RCW, as it may be amended (the “TPA Act”), in the jurisdictional boundaries of the City, Tukwila and Des Moines, as the same may be revised or expanded from time to time (the “Seattle Southside TPA”);
2. providing tourism promotion services to the City, Tukwila, Des Moines, and other contracting parties in southwest King County. Tourism promotion services shall include, but are not limited to, those services currently provided by Seattle Southside Visitors Services (“SSVS”) and shall be consistent with the Interlocal Agreement for a Joint Establishment of a Tourism Promotion Area by and among the City, Tukwila, and Des Moines, as the same may be amended from time to time (the “Interlocal Agreement”) and the ordinance forming the Seattle Southside TPA, as the same may be amended from time to time (the “TPA Formation Ordinance”);

3. serving as a destination marketing organization for the benefit of the City, Tukwila, Des Moines, and other contracting parties, including without limitation, for the purpose of accepting and using lodging tax revenues pursuant to chapter 67.28 RCW, as it may be amended, and receiving revenues as provided in subsection 4 below;

4. receiving revenues from charges imposed within the Seattle Southside TPA pursuant to the TPA Act (referred to herein as “Special Assessments”) and other sources for the purposes of accomplishing the purposes of the Authority, and applying such revenues as permitted by the Interlocal Agreement, the TPA Act, and the TPA Formation Ordinance; and

5. providing such other services as determined to be necessary to implement the Interlocal Agreement.

## ARTICLE V

### POWERS OF AUTHORITY

Except as otherwise limited by Washington State law, the Authority shall have all powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized Authority functions, including without limitation the power to:

1. Own, lease, acquire, dispose of, exchange and sell real and personal property;
2. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, any agency of the State of Washington (the “State”) or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
3. Provide for, carry out, and implement the provisions of the Interlocal Agreement, including but not limited to, entering into agreements with the State Department of Revenue (“DOR”), subject to DOR’s approval, for the purpose of receiving Special Assessment revenue collected by DOR on behalf of the Seattle Southside TPA, and serving as a destination marketing organization;
4. Contract with the City, Tukwila, Des Moines, and/or other entities from time to time to accomplish the purposes of the Authority, including but not limited to agreements for the management and operation of the Seattle Southside TPA; agreements to provide tourism promotion services; and agreements for the transfer of assets, equipment, and intellectual property used by SSVS;
5. Sue and be sued in its name;
6. Lend its funds, property, credit or services, borrow money, or act as a surety or guarantor for corporate purposes;

7. Do anything a natural person may do;
8. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, City ordinance, City resolution, by agreement with the City, or as may otherwise be authorized by the City;
9. Provide and implement such municipal services and functions as the SeaTac City Council may by ordinance or resolution direct;
10. Transfer any funds, real or personal property, property interests, or services, with or without consideration;
11. Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
12. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;
13. Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;
14. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
15. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
16. Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;
17. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the Authority may deem appropriate to maximize the public interest in the City;

18. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
19. Control the use and disposition of corporate property, assets, and credit;
20. Invest and reinvest its funds;
21. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
22. Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and the Interlocal Agreement;
23. Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with the Enabling Ordinance, this Charter and the Authority's bylaws (the "Bylaws"); designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
24. Exercise any power granted to the Authority under the Enabling Ordinance, or any other applicable ordinance, and the Interlocal Agreement, except as expressly limited by the terms of this Charter; and
25. Exercise and enjoy such additional powers as may be authorized by law.

## **ARTICLE VI**

### **LIMITS ON AUTHORITY POWERS**

The Authority in all activities and transactions shall be limited in the following respects:

1. The Authority shall have no power of eminent domain nor any power to levy taxes.
2. The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, resources, or credit of the City, Tukwila, or Des Moines, unless otherwise explicitly agreed to in writing by such entity.
3. No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives of

the Authority to communicate with governmental entities concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in its Charter.

**4.** All funds, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Charter. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable as such to, members of the hereinafter defined Board ("Board Members"), officers or other private persons, except that the Authority is authorized and empowered to:

**a.** Reimburse Board Members, employees and others performing services for the Authority reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;

**b.** Assist Board Members or employees as members of a general class of persons to be assisted by a corporate-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such Board Members or employees by reason of his or her status or position in the Authority;

**c.** Defend and indemnify any current or former Board Member or employee and their successors against all costs, expenses, judgments, and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with or resulting from any claim, action, or proceeding, civil or criminal, in which he or she is or may be made a party by reason of being or having been a Board Member or employee or by reason of any action alleged to have been taken or omitted by him or her in such position, provided that he or she was acting in good faith on behalf of the Authority and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which Board Members or employees may be entitled as a matter of law;

**d.** Purchase insurance to protect and hold personally harmless any current or former Board Member or employee and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Board Members, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

e. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

5. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Board Members or employees or otherwise engage in business for private gain.

6. The Authority shall have no power to issue negotiable bonds or notes.

## ARTICLE VII

### ORGANIZATION OF AUTHORITY

#### **Section 1. Board of Directors.**

The management of all Authority affairs shall reside in a Board of Directors (the "Board"). The Board of the Authority shall be composed of at least seven but not more than eleven members. All members of the initial Board shall be individuals meeting the qualifications set forth below and shall be appointed by the SeaTac City Council. Members of the Board shall select from among themselves officers pursuant to Article VIII hereof and shall constitute the initial Executive Committee of the Authority pursuant to the Bylaws.

The Board shall be comprised primarily of ratepayers, representative of a variety of geographic locations, property sizes, and price points of lodging businesses within the Seattle Southside TPA. Board members will generally be representative of the hospitality industry and would not likely be drawn from the existing lodging tax advisory committees. Except as provided above with respect to the initial Board, all appointments to the Board shall be recommended by the then-existing Board and confirmed by the SeaTac City Council. Board recommendations shall be transmitted to the SeaTac City Council no later than September 30 of each calendar year. The Board may seek recommendations from the SSVS Executive Director, the executive director of the Authority, existing lodging tax advisory committees for jurisdictions comprising the Seattle Southside TPA, lodging businesses paying Special Assessments within the Seattle Southside TPA, and from other members of the Board. All members should be civic or business leaders with experience relevant to the purpose of the Authority in such fields as finance, hospitality and conference management, tourism, marketing and public relations, corporate management, real estate development, law, or technology. Members are not required to be residents of the City. No member of the Board may be an official or employee of the City nor hold any elected or appointed public office (City or otherwise) during his or her term on the Board.

**Section 2. Tenure of Board Members.**

Board Members shall be appointed for three-year terms, except as provided herein. Except as otherwise provided herein, all Board Members shall continue to serve on the Board until a successor is appointed and confirmed in the same manner as the initial appointments. The SeaTac City Council shall divide the initial Board Members into three classes, one class who shall serve an initial term until December 31, 2015, one class who shall serve an initial term until December 31, 2016; and one class who shall serve an initial term until December 31, 2017. At the regular Board meeting in 2015 that coincides most closely with the first anniversary of the issuance of this Charter, the term of the first class of Board Members shall expire, provided that he or she shall continue in office until his or her successor is appointed. Successors shall serve three-year terms. This procedure shall continue annually as to successive classes of Board Members with expiring terms so that at the regular meeting of the Board that coincides most closely with each anniversary of the issuance of this Charter, a new class of Board Members shall take office, provided that each person so selected shall hold office for the three-year term for which he or she is selected and until his or her successor shall have been selected. There shall be no restriction on Board Members serving successive terms.

**Section 3. Consecutive Absences.**

Any Board Member who is absent for three (3) consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the whole Board, be deemed to have forfeited his or her position as Board Member.

**Section 4. Removal of Board Members.**

If it is determined by at least a majority of the Board that a Board Member should be removed due to misfeasance or malfeasance or other reason while serving in his or her capacity as a Board Member and such action is concurred in by a majority of the SeaTac City Council, the SeaTac City Council may by resolution remove such Board Member. If it is determined for any reason that any or all of the Board Members should be removed, with or without cause, the SeaTac City Council may by resolution remove any or all Board Members. Such resolution shall state the reasons for the removal and shall be considered by the SeaTac City Council at or after the SeaTac City Council holds a public hearing, held with written notice to the Board Member(s) subject to the removal, stating the reason for the removal and affording the Board Member(s) a reasonable opportunity to be heard and respond to the proposed removal. Notice of such public hearing shall be given to the Board Member(s) at least sixty (60) days prior to the hearing. Provided, nothing prevents the SeaTac City Council from immediately (without public hearing) suspending a Board Member's authority and ability to participate in Board matters pending the public hearing, if the SeaTac City Council determines such action is warranted (for example, due to misfeasance or malfeasance).

Removal of Board Members pursuant to this section shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as initial appointments and shall hold office for the unexpired term.

**Section 5. Vacancy on Board of Directors.**

A vacancy or vacancies on the Board shall be deemed to exist in case of the death, disability, resignation, removal, or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of a Board Member shall be filled for the unexpired term as soon as possible in the same manner as initial appointments. The Board shall fill any office that becomes vacant with a successor who shall hold office for the unexpired term and until his or her successor shall have been duly appointed and qualified.

**Section 6. Duties of Board Members.**

A general or particular authorization or review and concurrence of the Board by resolution shall be necessary for any of the following transactions:

1. Transfer or conveyance of an interest in real estate, other than release of a lien or satisfaction of a mortgage after payment has been received, or the execution of a lease for a current term less than one (1) year;
2. To the extent permitted by Washington State law, donation of money, property or other assets belonging to the Authority;
3. An action by Authority as a surety or guarantor;
4. All capital expenditures in excess of \$50,000, and all other transactions in which:
  - a. The consideration exchanged or received by the Authority exceeds \$50,000,
  - b. The performance by the Authority shall extend over a period of one (1) year from the date of execution of an agreement therefor, or
  - c. The Authority assumes duties to the City, Tukwila, Des Moines, the State, the United States or any other governmental entity;
5. Adoption of the budget;
6. Proposed amendments to this Charter or the Bylaws; and
7. Such other transactions, duties, and responsibilities as this Charter shall repose in the Board or require Board participation by resolution.

**Section 7. Voting Requirements/Quorum.**

1. Any resolution authorizing or approving an action described in Section 6 shall require an affirmative vote of a majority of the Board Members voting on the issue;

provided, that such majority equals not less than one-third (1/3) of the Board's total voting membership.

2. A quorum constituting a majority of the then current members of the Board must be present at any regular or special meeting of the Board for the Board to transact any business.

3. Proxy voting shall not be allowed.

4. Proposed amendments to this Charter and the adoption and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the then current members of the Board.

### **Section 8. Right to Indemnification.**

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this section, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors; provided, further, the right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceedings shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

Provided, further, that the foregoing indemnity shall not indemnify any person from or on account of:

1. Acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law; or

2. Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Charter, Bylaws, any agreement, or otherwise.

The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority, its Board of Directors, staff and employees, naming the City as a primary, non-contributory additional insured.

## **ARTICLE VIII**

### **OFFICERS OF AUTHORITY**

#### **Section 1. Tenure of Officers.**

The Board Members shall elect from among themselves the following Authority officers: Chairperson, Vice Chairperson, Treasurer and Secretary. The Chairperson and the Treasurer may not be the same person. The Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire at such time as such officer's membership on the Board ceases or terminates, or at such sooner time as the term of office expires and the office has been filled by appointment or reappointment. The Authority may, under Article X of this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with

this Charter, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selection, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.

**Section 2. Duties of Officers.**

The officers of the Authority shall have the duties as set forth in the Bylaws.

**Section 3. Incapacity of Officers.**

If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws shall be authorized to perform such duties without further authorization. The Treasurer is not authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform the duties of the Treasurer.

**Section 4. Administration.**

The Board may appoint, designate, employ, and remove an executive director of the Authority and such other personnel as determined to be needed by the Board. The executive director and other personnel shall be responsible to the Board for the administration of the affairs of the Authority as may be authorized from time to time by resolution of the Board. The executive director may be authorized or delegated by the Authority to: (i) supervise and be responsible for the effective management of the administrative affairs of the Authority; (ii) sign documents and contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned by the Board.

**ARTICLE IX**

**COMMENCEMENT OF AUTHORITY**

The Authority shall come into existence and be authorized to take action at such time as this Charter is approved by the SeaTac City Council and members of the Board are appointed and confirmed by the SeaTac City Council, in accordance with Section 5 of the Enabling Ordinance.

**ARTICLE X**

**BYLAWS**

The Authority shall adopt Bylaws to provide rules for governing the Authority and its activities that are not inconsistent with this Charter. The initial Bylaws shall be approved by the SeaTac City Council pursuant to the Enabling Ordinance. Thereafter, any amendments to the Bylaws (which may consist of an entirely new set of Bylaws), shall be approved by the Board and shall

require a vote of the Board Members as provided by Article VII, Section 7(4) of this Charter. Among other things, the Authority shall provide in the Bylaws for the following:

1. The creation of committees of the Authority and the responsibilities of any such committee.
2. Suspension or removal of Authority officers and conditions which would require such suspension or removal.
3. Establish the principal office of the Authority.
4. Any matters set forth in the Enabling Ordinance (and any other applicable City ordinances) and not inconsistent with this Charter or not provided for herein.

## **ARTICLE XI**

### **MEETINGS OF THE AUTHORITY**

#### **Section 1. Time and Place of Meetings.**

Regular meetings of the Board shall be held at least six times per year at a regular time and place to be determined by the Board by resolution. No later than the last regular meeting of the calendar year, the Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below. Special meetings of the Board may be held from time to time as authorized by law.

#### **Section 2. Notice of Regular Meetings.**

No notice of regular meetings shall be required, except for the first regular meeting after any change in the time or place of such meeting adopted by resolution of the Board as provided above. Notice of such changed regular meeting shall be given by the Chairperson or by the person or persons calling the meeting by email or by personal communication over the telephone to each Board Member least 24 hours prior to the time of the meeting or by at least three (3) days' notice by mail, telegram or written communication. If mailed, notice shall be mailed by United States mail, postage prepaid, to the last known address of each Board Member.

#### **Section 3. Notice of Special Board Meetings.**

Notice of all special meetings of the Board shall be given by the Chairperson or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by email or by mail written notice at least 24 hours prior to the time of the meeting to each Board Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing. The call and notice of all special meetings shall specify the time and place of all

special meetings and the business to be transacted. Final disposition shall not be taken by the Board on any other matters at such special meetings. At any regular meeting of the Board, any business may be transacted and the Board may exercise all of its powers.

**Section 4. Waiver of Notice.**

Notice as provided in Sections 2 and 3 hereof may be dispensed with as to any member of the Board who at or prior to the time the meeting convenes files with the Board of the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

**Section 5. Notice of Meetings.**

Notice of all meetings shall be provided as required under chapter 42.30 RCW. Agendas of all meetings shall be posted or provided to the extent required by RCW 42.30.077. Notice of all meetings and proposed agendas of all meetings of the Board shall also be given to the City Clerk of the City. In addition, the Authority shall provide reasonable notice of meetings to any individual specifically requesting it in writing.

**Section 6. Open Public Meetings.**

All Board meetings, including executive, all other permanent and ad hoc committee meetings, shall be open to the public to the extent required by chapter 42.30 RCW. At such meetings, any person shall have a reasonable opportunity to address the Board either orally or by written petition. The Board and committees may hold executive sessions to consider matters enumerated in chapter 42.30 RCW or matters as authorized by law.

**Section 7. Telephonic Participation**

Board Members may participate in a regular or special meeting through the use of any means of communication by which all Board Members and members of the public participating in such meeting can hear each other during the meeting. Any Board Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

**Section 8. Parliamentary Authority.**

The rules in the current edition of Robert's Rules of Order Newly Revised shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with this Charter or with the special rules of order of the Authority set forth in the Bylaws.

**Section 9. Minutes.**

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board approval.

**ARTICLE XII**

**CONSTITUENCY**

There shall be no constituency of the Authority.

**ARTICLE XIII**

**AMENDMENTS TO CHARTER AND BYLAWS**

1. This Charter may be amended by the City Manager to comply with changes in Washington State law with subsequent notice to the SeaTac City Council or to make this Charter consistent with the provisions of the Enabling Ordinance as it may be amended from time to time. Such amendments shall be provided to the Board at least thirty (30) days' prior to the effective date of the proposed amendment. Such amendments will not require Board or City Council approval. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect.

This Charter may also be amended by resolution of the Board subject to approval by the SeaTac City Council. Any Charter amendment adopted by resolution of the Board must be consistent with the terms of the Enabling Ordinance. Any Board Member may propose an amendment to this Charter at any meeting (regular or special) of which thirty (30) days' advance notice has been given to each member of the Board, to each member of SeaTac City Council and to the City Manager for review and recommendations. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. The SeaTac City Council and the City Manager shall, within fifteen (15) days of receipt of the proposed amendment, make a recommendation to the Board concerning the acceptability or otherwise of the amendment.

If notice of a proposed amendment to this Charter is given as provided in the preceding paragraph, and information including the text of the proposed amendment and a statement of its purpose and effect, then the Board may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30)

days' advance notice has been given. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken. Resolutions of the Board approving proposed amendments to this Charter require an affirmative vote of Board Members as provided in Article VII, Section 7 of this Charter.

All amendments shall be issued duplicate originals, each signed by the City Manager and bearing the City Seal attested by the City Clerk, at which time such amendment of this Charter shall be effective. One original shall be filed by the City Clerk and filed as a public record. A duplicate original shall be delivered to the Authority.

2. Any Board Member may propose an amendment to the Bylaws (which may consist of a new set of Bylaws) at any meeting (regular or special) of which thirty (30) days' advance notice has been given to each Board Member and the City Manager. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. If notice of a proposed amendment to this Charter is given as provided in the preceding paragraph, and information including the text of the proposed amendment and a statement of its purpose and effect, then the Board may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30) days' advance notice has been given. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Resolutions of the Authority approving amendments to the Bylaws by unanimous vote may be implemented at such time as selected by the Authority in the Resolution without further action. Resolutions approving amendments to the Bylaws with less than a unanimous vote cannot take effect until ten (10) days after filing with the City Finance Director. The Chairperson of the Authority shall file such resolution within three (3) days of its adoption. In any event, copies of the amendments shall be filed with the City Finance Director as a public record.

## **ARTICLE XIV**

### **MISCELLANEOUS**

#### **Section 1. Geographic Limitation.**

The Authority may conduct activities outside of the City, subject, however, to the applicable limitations set forth in RCW 35.21.740. Pursuant to the Interlocal Agreement, Tukwila and Des Moines expressly authorized the Authority to conduct activities in each of their respective jurisdictional boundaries.

## **Section 2. Safeguarding of Funds.**

Authority funds shall be deposited in a qualified public depository as determined by the Washington Public Deposit Protection Commission. The Board may by resolution designate the City as the fiscal agent and/or interim treasurer of the Authority with the authority to hold and invest funds on the Authority's behalf and make payments for approved expenditures.

## **Section 3. Public Records.**

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records and information of the Authority to the extent as may be required by applicable laws. All costs associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by the Authority.

## **Section 4. Reports and Information; Audits.**

Within three months after the end of the Authority's fiscal year, the Authority shall file an annual report with the Finance Directors of the City, Tukwila and Des Moines containing an audited statement of assets and liabilities, income and expenditures and changes in the Authority's financial position during the previous year (or unaudited information if an audit is not yet available, to be promptly followed by audited information); a summary of significant accomplishments; a list of depositories used; a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law); a summary of projects and activities to be undertaken during the budget period; a list of members and officers of the Board; and a list of individuals that are bonded pursuant to Section 6 of the Enabling Ordinance.

The Authority shall, at any time during normal business hours make available to the City Manager, Mayor and the Finance Director of each of the City, Tukwila and Des Moines, and the State Auditor for examination all of the Authority's financial records, and shall permit the City Manager, Mayor and the Finance Director of each of the City, Tukwila and Des Moines and State Auditor to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all the aforesaid matters.

## **Section 5. Dissolution.**

Dissolution proceedings may be initiated by the SeaTac City Council or, if the Board makes an affirmative finding that dissolution is necessary or appropriate, the Board may adopt a resolution requesting the City to dissolve the Authority. In either case, dissolution of the Authority requires an affirmative finding of the SeaTac City Council that dissolution is warranted. The SeaTac City Council shall make such affirmative finding in a resolution at or after the SeaTac City Council holds a public hearing, held with notice to the Authority and affording the Authority a reasonable opportunity to be heard and present evidence. Notice of such public hearing shall be given to the Authority at least thirty (30) days prior to the hearing.

If the Authority is dissolved, the Authority shall file a dissolution statement pursuant to Section 11(C) of the Enabling Ordinance and assets of the Authority shall be distributed pursuant to Section 11(D) of the Enabling Ordinance.

**Section 6. Nondiscrimination.**

The Authority, its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the City by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

Specifically, the following matters or activities shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability:

1. Membership on the Board
2. Employment, including solicitation or advertisements for employees.
3. Provisions of services to and contracts with the public.

**Section 7. Nonexclusive Charter.**

This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations pursuant to City ordinance.

**Section 8. Mayor and City Manager or His or Her Designee**

The terms "Mayor" or "City Manager" or his or her designee as used in this Charter shall mean the Mayor or the City Manager of the City of SeaTac, as appropriate, any successor official, and any other person authorized to act in his or her stead.

This Charter is APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor, City of SeaTac

\_\_\_\_\_  
City Manager, City of SeaTac

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

**BYLAWS  
OF  
SEATTLE SOUTHSIDE REGIONAL TOURISM AUTHORITY**

**ARTICLE I. MEMBERSHIP**

**Section 1.1 Board Tenure.** For the purpose of determining tenure for members of the Seattle Southside Regional Tourism Authority (the “Authority”) Board of Directors (the “Board”) the anniversary of the issuance of the Authority Charter (the “Charter”) shall be \_\_\_\_\_ of each year.

**Section 1.2 Vacancies.** A vacancy or vacancies on the Board shall be deemed to exist in the case of the death, disability, resignation or removal of any Board Member as provided in the Authority’s Charter, or expiration of a Board Member’s term.

**ARTICLE II. OFFICERS AND COMMITTEES**

**Section 2.1 Officers Designated.** The officers of the Board shall be a Chairperson, Vice-Chairperson, Treasurer, and Secretary, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. No person may simultaneously hold more than one office. In addition to the powers and duties specified below, the officers shall have such powers and perform such duties as the Board may prescribe.

**Section 2.2 Election, Qualification and Term of Office.** Each of the officers shall be elected by the Board from among its members pursuant to the Charter. The officers shall be elected by the initial Board at the first regular meeting after the term of new or reappointed Board members commences each year, for a one-year term, and each officer shall hold office during said one-year term and until his or her successor is elected. The first officers of the initial Board shall be elected by the initial Board at its original meeting. Terms of each officer shall end on December 31 of each calendar year.

**Section 2.3 Powers and Duties.** The officers of the Authority shall have the following duties:

- (a) **Chairperson.** Subject to the control of the Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, unless otherwise required pursuant to Ordinance No. \_\_\_\_\_ of the City of SeaTac, Washington (the “City”) adopted on \_\_\_\_\_, 2014 (the “Enabling Ordinance”) or by the Charter, the signature of the Chairperson alone is sufficient to bind the corporation.

**(b) Vice-Chairperson.** The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Board.

**(c) Treasurer.** The Treasurer shall receive and faithfully keep all funds of the Authority and deposit same in such bank or banks as may be designated by the Board. The Treasurer shall discharge such other duties as prescribed by the Board. In the event the Treasurer is incapacitated, the Vice-Chairperson of the Authority is authorized to perform such duties without further authorization.

**(d) Secretary.** The Secretary shall keep or authorize others to keep a full and complete record of the meetings of the Board, committees, when acting on behalf of the Board, and to the extent they are separate, the meetings of the officers with appropriate minutes; shall keep the seal of the Authority and affix the same to such papers and such instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the books and other records and ledgers and other written documents comprising the business and purpose of the Authority, and shall discharge such other duties as pertain to the office as prescribed by the Board.

Before taking office, the Officers shall procure a bond in an amount, if any, determined by the City Council. An officer may not continue in office unless such bond is in effect.

**Section 2.4 Removal From Office.** Pursuant to the terms of the Charter and upon reasonable prior notice to all Board Members of the alleged reasons for dismissal, the Board by an affirmative vote of the majority of the Board Members may remove any officer of the Board from his or her office whenever in its judgment the best interests of the Authority will be served thereby.

**Section 2.5 Vacancies.** The Board shall fill any office which becomes vacant with a successor who shall hold office for the unexpired term and until his or her successor shall have been duly appointed and qualified.

**Section 2.6 Disclosure Statement.** The Authority shall adopt a code of ethics policy for Board Members and employees which shall require an individual annual disclosure statement that requires the disclosure of any ownership of property or employment/affiliation with any lodging business located in the Seattle Southside TPA (as defined in the Charter). Any Board Member with such ownership interest, employment or affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary negotiations, and votes if such property or lodging business is directly benefiting from such action. All candidates for Board membership will be required to disclose any information concerning actions or activities of the candidate or his/her immediate family that present a potential conflict of interest as a Board Member. Candidates whose employment, financial interests, and/or other transactions are

determined by the Board to be in conflict with the interests of the Authority will be ineligible for Board membership.

**Section 2.7 Reimbursement.** The Board may reimburse Board Members, employees and others performing services for the Authority reasonable expenses actually incurred in performing their duties.

**Section 2.8 Establishment of Committees.** The Board may, by resolution, designate one or more other committees, each consisting of one or more members, to advise the Board or, on matters other than those described in the Charter to act for and on behalf of the Board. The designation of any such committee and the delegation thereto of authority shall not operate to relieve any Board Member of any responsibility imposed by law.

**Section 2.9 Executive Committee.** The Executive Committee of the Authority shall consist of the Chairperson (who also serves as chair of the Executive Committee), Vice-Chairperson, Treasurer and Secretary of the Board, the Executive Director of the Authority, and such other members of the Board as the Chairperson may select. Except as provided in those provisions of Article VII, Section 6 of the Charter, the Executive Committee shall have general supervision, direction and control of the business and affairs of the Authority and shall have and exercise such powers of the Board as the Board shall from time to time provide by resolution.

Regular meetings of the Executive Committee shall be held at least quarterly at a regular time and place to be determined by the Board by resolution. At the last regular meeting of the calendar year, the Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. Special meetings of the Executive Committee may be held at any place at any time whenever called by the Chairperson or a majority of the Committee members. All Executive Committee meetings shall be open to the public to the extent required by chapter 42.30 RCW, and shall be subject to the same provisions as meetings of the Board as provided in Article XI of the Charter.

### **ARTICLE III. ADMINISTRATIVE PROVISIONS**

**Section 3.1 Books and Records.** The Authority shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board and its committees having any of the authority of the Board.

**Section 3.2 Principal Office.** The principal office of the Authority shall be \_\_\_\_\_, \_\_\_\_\_, Washington.

**Section 3.3 Fiscal Year.** The fiscal year of the Authority shall begin January 1 and end December 31 of each year.

**ARTICLE IV. APPROVAL OF BYLAWS**

Approved by Ordinance No. \_\_\_\_\_ of the City, adopted on \_\_\_\_\_, 2014.

**ORDINANCE NO. 14-1015**

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AN ORDINANCE of the City Council of the City of SeaTac, Washington, creating a new Chapter 3.90 of the SeaTac Municipal Code related to the Establishment of a Tax on the Gross Revenues of Certain Utilities Operating Within the City to Provide Revenue for City Services and Capital Requirements.

**WHEREAS**, the City Council has determined that there is a need for additional revenue in order to provide stabilization for long term funding of necessary City services; and

**WHEREAS**, it will not be possible to maintain the basic City service levels and fund capital improvements without a new source of revenue; and

**WHEREAS**, the City is constitutionally restricted in the types of taxes it may impose to generate income for City operations; and

**WHEREAS**, one such tax authorized by the Revised Code of Washington is a tax upon the gross income of utility businesses within the City; and

**WHEREAS**, the City Council has determined that it is in the best interests of the public health, safety and welfare to adopt an Ordinance creating a new chapter of the SeaTac Municipal Code to establish a utility tax;

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

**Section 1.** A new Chapter 3.90 of the SeaTac Municipal Code is hereby added to read as follows:

**Part I—Utility Tax**

**3.90.010 Utility tax.**

The tax provided for in this Chapter shall be known as the “utility tax,” and is levied upon the privilege of conducting an electric energy business, natural or manufactured gas business, solid waste business, surface water management business, telephone business, or cable television business within the City of SeaTac.

### **3.90.020 Use and accountability of tax proceeds.**

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All revenues collected pursuant to this Chapter shall be deposited into the General Fund, and shall be used for funding of general governmental services as the City Council shall direct through its budget process.

### **3.90.030 Definitions.**

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this Section shall have the indicated meanings.

(A) "Cable television services" means the transmission of video programming and associated non-video signals to subscribers together with subscriber interaction, if any, which is provided in connection with video programming.

(B) "Cellular telephone service" means any two-way voice and data telephone or similar communications system based in whole or in substantial part on wireless radio communications, including cellular mobile service, and which is not subject to regulation by the Washington State Utilities and Transportation Commission. Cellular mobile service includes other wireless radio communications services including specialized mobile radio, personal communications services, and any other evolving wireless radio communications technology that accomplishes a purpose substantially similar to cellular mobile service. Cellular telephone service is included within the definition of "telephone business" for the purposes of this Chapter.

(C) "Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, directory advertising and lease of telephone street directories, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which may be provided by persons not subject to regulation as telephone companies under RCW Title 80, and for which a separate charge is made. Transmission of communication through cellular telephones is classified as "telephone business" rather than "competitive telephone service."

(D) "City Manager" means the City Manager of the City of SeaTac, Washington, or his or her designee.

(E) "Gas distribution business" means the business of operating a plant or system of the production or distribution for hire or sale and/or for the wheeling of gas, whether manufactured or natural.

(F) "Gross income" means the value proceeding or accruing from the performance of the particular business involved, including gross proceeds of sales, compensation for the rendition of services, and receipts (including all sums earned or charged, whether received or not) by reason of investment in the business engaged in (excluding rentals, receipts or proceeds from the use or sale of real property or any interest therein, and proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes (except income collected from customers to recover the tax imposed by this Chapter), interest or discount paid, delivery costs or any expenses whatsoever, and without any deduction on account of losses.

(G) "Light and power business" means the business of operating a plant or system for the generation, transmission, production, or distribution of electrical energy for hire or sale and/or for the wheeling of electricity for others.

(H) "Pager service" means service provided by means of an electronic device which has the ability to send or receive voice or digital messages transmitted through the local telephone network, via satellite or any other form of voice or data transmission. "Pager service" is included within the definition of "telephone business" for the purposes of this Chapter.

(I) "Solid waste" means all putrescible and nonputrescible solid and semisolid wastes, including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction waste, abandoned vehicles or parts thereof, and recyclable materials.

(J) "Solid waste collection business" means every person who receives solid waste or recyclable materials for transfer, storage, or disposal, including, but not limited to, all collection services, public or private solid waste disposal sites, transfer stations, and similar operations.

(K) "Surface water management service" means those services provided by the City of SeaTac or any business that includes, but is not limited to, basin planning, facilities maintenance, surface water run-off regulation, drainage investigation and enforcement, aquatic resource restoration, surface and storm water quality and environmental monitoring, natural surface water drainage system planning, and surface water facility design and construction.

(L) "Taxpayer" means any person, firm, corporation, association, or entity of any type engaged in a business subject to taxation under this Chapter.

(M) "Tax Relief Year" means July 1st of the prior year and June 30th of the current year.

(N) "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or providing telephonic, cellular, video, data, pager or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating an exchange. "Telephone business" does not include the providing of competitive telephone service or cable television service, or other providing of broadcast services by radio or television stations.

### **3.90.040 Light and Power Business subject to tax – Amount.**

A. There is levied upon and shall be collected from a taxpayer engaged in or carrying on a light and power business in the City of SeaTac a tax equal to six percent (6.0%) of the total gross income from such business in the City during the period for which the tax is due.

B. During any Tax Year, any Municipal Light and Power business upon which there is levied a Utility Tax pursuant to this Chapter shall receive a credit against the Utility Tax that would otherwise be due for the amount of any payment paid by such business to the City pursuant to the terms of a franchise agreement. However, in no case shall the credit exceed the dollar amount of the Utility Tax due, and in no case shall the amount of Utility Tax owed under this Chapter

exceed the dollar amount of the franchise agreement payment unless explicitly authorized in said franchise agreement.

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**3.90.050 Telephone Business subject to tax – Amount.**

There is levied upon and shall be collected from a taxpayer engaged in or carrying on a telephone business in the City of SeaTac a tax equal to six percent (6.0%) of the total gross income from such business in the City during the period for which the tax is due.

**3.90.060 Solid Waste Collection Business subject to tax – Amount.**

A. There is levied upon and shall be collected from a person engaged in or carrying on a solid waste collection business in the City of SeaTac a tax equal to five percent (5.0%) of the total gross income from such business in the City during the period for which the tax is due.

B. During any Tax Year, any Solid Waste Collection business upon which there is levied a Utility Tax pursuant to this Chapter shall receive a credit against the Utility Tax that would otherwise be due for the amount of any payment paid by such businesses to the City pursuant to the terms of a collection contract or franchise. However, in no case shall the credit exceed the dollar amount of the Utility Tax due.

**3.90.070 Gas Distribution Business subject to tax – Amount.**

There is levied upon and shall be collected from a taxpayer engaged in or carrying on a gas distribution business in the City of SeaTac a tax equal to six percent (6.0%) of the total gross income from such business in the City during the period for which the tax is due.

**3.90.080 Cable Television Services Business subject to tax – Amount.**

There is levied upon and shall be collected from a taxpayer engaged in or carrying on a cable television services business in the City of SeaTac a tax equal to six percent (6.0%) of the total gross income from such business in the City during the period for which the tax is due.

**3.90.090 Surface Water Management Business subject to tax – Amount.**

A. There is levied upon and shall be collected from a taxpayer engaged in or carrying on a surface water management business in the City of SeaTac a tax equal to six percent (6.0%) of the total gross income from such business in the City during the period for which the tax is due.

B. For a surface water management business operated by the City of SeaTac, gross income does not include interfund transfers.

**3.90.100 Tax year.**

The tax year for purposes of this Utility Tax shall commence January 1, 2015, and end December 31, 2015, and thereafter shall commence on January 1st and end on December 31st each year.

**3.90.110 Exceptions and deductions.**

A. There is excepted and deducted from the total gross income upon which the tax is computed:

(1) That part of the total gross income derived from business which the City is prohibited from taxing under the constitution or laws of the United States and the constitution or laws of the State of Washington.

(2) Income derived from that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges, or carrier access charges relating to intrastate toll telephone services; or for access to, or charges for, interstate services; or charges for network telephone service that is purchased for the purpose of resale.

(3) Adjustments made to a billing or customer account in order to reverse a billing or charge that was not properly a debt of the customer.

(4) Cash discounts allowed and actually granted to customers of the taxpayer during the tax year.

(5) Uncollectible debts written off the taxpayer's books during the tax year. If subsequently collected, the income shall be reported for the period in which collected.

### **3.90.120 Payment of the tax – Utility Tax return.**

The tax imposed by this Chapter shall be due and payable in monthly installments, and remittance therefore shall be made on or before the last day of the month following the end of the monthly period in which the tax is accrued. Quarterly returns may be allowed upon agreement of a quarterly payment schedule and written approval from the City Manager. Annual returns for smaller entities may be allowed upon agreement and written approval from the City Manager. On or before said due date, the taxpayer shall file with the City Manager a written utility tax return setting forth such information as the City Manager shall reasonably require relating to the accurate computation and collection of this tax, together with the payment of the amount.

### **3.90.130 Taxpayer's records.**

Each taxpayer shall keep records reflecting the amount of the taxpayer's gross income on sales and services within the City, and such records shall be open at all reasonable times for the inspection of the City Manager to verify information provided on any utility tax return, or to determine whether such return is required to be filed.

### **3.90.140 Failure to make returns or to pay the tax in full.**

If a taxpayer fails, neglects, or refuses to make his return as and when required by this Chapter, the City Manager is authorized to determine the amount of the tax payable, and to notify such taxpayer of the amount so determined. The amount so fixed shall thereupon be the tax and be immediately due and payable, together with penalties, any administrative costs incurred to determine the amount of tax payable, and interest. Delinquent taxes, including any penalties and costs, are subject to an interest charge of twelve percent (12%) per year on the unpaid balance from the date any such taxes became due.

### **3.90.150 Penalty for delinquent payment.**

If a taxpayer subject to this tax fails to pay any tax required by this Chapter within ten (10) calendar days after the due date thereof, there shall be added to such tax a late charge of ten (10) percent of the amount of such tax, or fifty dollars (\$50.00), whichever is greater. Any tax due under this Chapter that is unpaid and all penalties thereon shall constitute a debt to the City and may be collected by court proceedings, which remedy shall be in addition to all other remedies.

### **3.90.160 Overpayment of tax.**

Money paid to the City through error, or otherwise not in payment of the tax imposed by this Chapter, or in excess of such tax, shall, upon discovery, be credited against any tax due or to become due from such taxpayer hereunder. If such taxpayer has ceased doing business in the City, any such overpayment shall be refunded to the taxpayer.

### **3.90.170 Noncompliance – Penalty.**

A. No taxpayer subject to this chapter shall fail or refuse to file tax returns or to pay tax when due, nor shall any taxpayer make a false statement or representation in, or in connection with, any such tax return, or otherwise violate or refuse to comply with this Chapter or with any rule promulgated pursuant to SMC 3.90.190.

B. In addition to the interest and penalties set forth in this Chapter, a willful violation of or failure to comply with this Chapter is a civil infraction, to be prosecuted by the City Attorney through the SeaTac Municipal Court, subject to a penalty of \$250.00 for each day that the violation continues.

### **3.90.180 Appeal.**

A taxpayer aggrieved by the amount of the tax, penalties, interest, or costs determined to be due by the City Manager under the provisions of this Chapter, may appeal such determination to the Hearing Examiner in accordance with SMC 1.20. Such an appeal must be submitted in writing to the City Clerk within 20 calendar days of the decision made by the City Manager. The decision of the Hearing Examiner shall be final.

### **3.90.190 City Manager to make rules.**

The City Manager shall have the power to adopt and enforce rules and regulations not inconsistent with this Chapter or with the law for the purposes of carrying out the provisions thereof.

### **3.90.200 Notice.**

Any notice required by this Chapter to be mailed to any taxpayer shall be sent ordinary mail, postage prepaid, addressed to the address of the taxpayer as shown by the records of the City. If no such address is shown, then notice shall be sent to such address as the City Manager is able to ascertain by reasonable effort. Failure of the taxpayer to receive any such mailed notice shall not release the taxpayer from any tax, or any penalties, and any tax nonetheless shall become final in accordance with the provisions of this Chapter. The failure to receive notice shall not operate to

extend any time limit set by the provisions of this Chapter. Notice shall be deemed given to the taxpayer on the fourth calendar day after the day of placement of the notice in the mail, so for example, if a notice is placed in the mail on Monday, it shall be deemed given as of the Friday of the same week.

## **Part II—Utility Tax Relief**

### **3.90.300 Utility tax relief.**

A. There is granted to persons who meet the qualifications and requirements of SMC 3.90.310 and 3.90.320 relief from the city utility tax as follows:

(1) For utility bills billed to and paid by the person directly during a tax relief year for utility service charges from any utility company, who is subject to the utility tax of the City, the City shall pay to such person a reimbursement for the Utility Tax which applied to such bills subject to the limits set forth in this Section and in SMC 3.90.330.

(2) Utility Tax attributable to a Surface Water Management business is not subject to utility tax relief under this Section.

### **3.90.310 Utility tax relief – Qualifications.**

A. To qualify for the relief set forth in SMC 3.90.300, a person must be requesting reimbursement for the amount of City utility taxes imposed during the previous tax relief year and must:

(1) Have an income during the tax relief year, or part thereof, for which a reimbursement is requested from all sources whatsoever, not exceeding very low income (50%) category limit published by the United States Department of Housing and Urban Development for its programs for the Seattle, Bellevue, Everett-PMSA/MSA. As used in this subsection, “income” means:

(a) “Disposable income,” as that term is defined in RCW 84.36.383, as it may be amended or replaced from time to time; and

(b) The aggregate value of gifts and receipts received from all sources during the calendar year for which a reimbursement is requested.

(2) Have been a resident of the dwelling unit within the City at all times during any period for which a reimbursement is requested, and have made the payment of City utility taxes from his or her income or resources.

(3) Be either:

(a) 65 years of age or older at all times during any period for which reimbursement is requested; or

(b) Disabled and unable to work, as defined under RCW 84.36.383 and WAC 458-16A-130 as they currently exist or are hereafter amended.

**3.90.320 Claim filing procedures.**

- A. Only one claim for utility tax relief may be made per household per tax relief year, and must be filed by October 1<sup>st</sup> for the preceding tax relief year, or portion thereof, for which a reimbursement is requested; and
- B. Copies of all bills for which a claim is made shall be submitted to the City as part of the claim for relief, and proof of qualification as set forth in 3.90.310; and
- C. All claims for relief shall be submitted in writing on forms provided by the City Manager and certified by the claimant that, under the penalty of perjury, all information provided in the claim is true and correct.

**3.90.330 Amount of Utility Tax Relief**

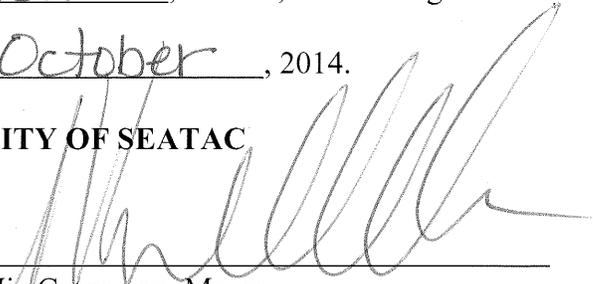
- A. "Utility tax relief reimbursement" will be based upon the amount of Utility Tax paid during the tax relief year as follows:
  - 1. Utility Tax paid was equal to or greater than \$50.00 and less than \$75.00 per tax relief year: \$50.00 utility tax relief reimbursement;
  - 2. Utility Tax paid was equal to or greater than \$75.00 and less than \$100.00 per tax relief year: \$75.00 utility tax relief reimbursement;
  - 3. Utility Tax paid was equal to or greater than \$100.00 per tax relief year: \$100.00 utility tax relief reimbursement.

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

**Section 3.** If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provision of this Ordinance shall remain in force and effect.

ADOPTED this 28<sup>th</sup> day of October, 2014, and signed in authentication thereof on this 28<sup>th</sup> day of October, 2014.

**CITY OF SEATAC**

  
\_\_\_\_\_  
Mia Gregerson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

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Approved as to Form:

Mary Mirante Bartolo  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 11/8/14]

[Utility Tax]

**ORDINANCE NO. 14-1016**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Title 15 of the SeaTac Municipal Code, relating to housing definitions and senior housing standards.

**WHEREAS**, from time to time, the City Planning Commission considers amendments to the Zoning Code (Title 15, SeaTac Municipal Code) in order to provide clarification, greater efficiencies and to respond to changing needs; and

**WHEREAS**, many of the housing-related definitions in the Zoning Code have remained the same for over 20 years, in spite of changes in the housing market and the housing needs of an aging population; and

**WHEREAS**, on July 11, 2014, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments were received from any state agency; and

**WHEREAS**, on August 15, 2014, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments, with no comments being received or an appeal filed; and

**WHEREAS**, the Planning Commission reviewed the aforesaid changes to the municipal code at duly noticed open public meetings on April 1 and April 15; June 17; and July 1, 2014, and conducted a duly noticed public hearing on September 16, 2014, after which it rendered a recommendation of approval;

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

**WASHINGTON DO ORDAIN as follows:**

**Section 1.** Section 15.10.064 of the SeaTac Municipal Code is hereby established:

**15.10.064 Assisted Living Facility**

An establishment providing living quarters and a variety of limited personal care and supportive health care monitoring to individuals who may be unable to live independently due to infirmity of age, or physical or mental handicap, but who do not need the skilled nursing care of a convalescent center/nursing home. These establishments may consist of individual dwelling units or sleeping rooms, but also provide communal dining, recreational, laundry and other facilities.

**Section 2.** Section 15.10.080 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.080 Bed and Breakfast/~~Guesthouse~~**

A dwelling unit within which bedrooms are available for paying transient guests. The number of guests is limited to no more than six (6) at any time. (Ord. 92-1041 § 1)

**Section 3.** Section 15.10.153 of the SeaTac Municipal Code is hereby established:

**15.10.153 Continuing Care Retirement Community**

A development that provides a mix of dwelling types, residential services and health care to people at least 55 years of age. These communities provide may provide a full continuum of housing and care, from independent living, to assisted living and through nursing care, in order to meet the aging person's growing need for supportive services and care.

**Section 4.** Section 15.10.080 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.155 Convalescent Center/Nursing Home**

Any home, place or institution which operates or maintains Residential facilities offering twenty-four (24) hour skilled nursing care for three or more individuals patients who are recovering from an illness, or receiving care for chronic conditions, mental or physical disabilities, terminal

illness, or alcohol or drug detoxification. Care may include in-patient administration of medicine, preparation of special diets, bedside nursing care, and treatment by a physician or psychiatrist. Out-patient care is limited to prior patients only, and excludes any opiate substitution treatment. (Ord. 03-1017 § 1; Ord. 99-1005 § 3; Ord. 92-1041 § 1)

**Section 5.** Section 15.10.191 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.191 Duplex, ~~Side-by-Side~~**

A building containing two (2) dwelling units totally separated from each other by either an unpierced wall extending from basement to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall. (Ord. 08-1041 § 20).

**Section 6.** Section 15.10.192 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.192 Duplex, ~~Up-Down~~**

~~A building containing two (2) dwelling units totally separated from each other by an unpierced ceiling and floor extending from exterior wall to exterior wall. (Ord. 08-1041 § 21).~~

**Section 7.** Section 15.10.200 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.200 Dwelling Unit, ~~Apartment~~**

~~A building or part of a building, containing three (3) or more dwelling units. (Ord. 92-1041 § 1)~~

**Section 8.** Section 15.10.205 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.205 Dwelling Unit, ~~Efficiency~~**

~~A dwelling unit containing only one (1) habitable room and not having a kitchen. (Ord. 92-1041 § 1)~~

**Section 9.** Section 15.10.200 of the SeaTac Municipal Code is hereby established:

**15.10.200 Dwelling Unit, Caretaker/Manager**

A dwelling unit attached to a non-residential building.

**Section 10.** Section 15.10.210 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.210 Dwelling Unit, Manufactured Home**

A detached building containing one (1) dwelling unit ~~for a family~~ permanently affixed on a foundation, constructed within HUD standards, ~~as defined at 24 CFR Part 3280. (Ord. 97-1008 § 1; Ord. 92-1041 § 1)~~

**Section 11.** Section 15.10.220 of the SeaTac Municipal Code is hereby amended as follows:

**~~15.10.220 Dwelling Unit, Senior Citizen Assisted~~**

~~A building or part of a building containing two (2) or more dwelling units restricted to occupancy by senior citizens, and may include support services not limited to:~~

~~A. Food preparation;~~

~~B. Transportation; and~~

~~C. Medical supervision. (Ord. 92-1041 § 1)~~

**Section 12.** Section 15.10.225 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.225 Dwelling Unit, Single Detached**

~~A detached building containing one (1) dwelling unit for a family. Such a building may be constructed on-site, or may be a manufactured home or modular home. (Ord. 97-1008 § 4; Ord. 92-1041 § 1)~~

A dwelling unit that is not attached to any other dwelling unit by any means.

**Section 13.** Section 15.10.255 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.255 Family**

An individual or two (2) or more persons related by ~~blood~~ genetics, marriage, or adoption, or a group of not more than five (5) persons (~~excluding servants~~) who need not be related by ~~blood~~ genetics or marriage, living together in a dwelling unit. (Ord. 92-1041 § 1)

**Section 14.** Section 15.10.297 of the SeaTac Municipal Code is hereby amended as follows:

**~~15.10.297 Habitable Space~~**

~~Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas alone, are not considered habitable space. (Ord. 95-1016 § 35)~~

**Section 15.** Section 15.10.348 of the SeaTac Municipal Code is hereby established:

**15.10.348 Hostel**

A facility providing transient, overnight accommodations, typically characterized by low cost, shared use of a self-service kitchen, common areas, sleeping rooms and bathroom facilities.

**Section 16.** Section 15.10.350 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.350 Hotel/Motel/Lodging and Associated Uses**

A facility consisting of four (4) or more guest rooms offering transient lodging accommodations, including inns, residence or extended stay hotels, other similar facilities, and all businesses subject to collection and payment of the tax levied by Chapter 67.28 RCW or City Code, that offer rental accommodations for periods of generally less than 30 days at a time. Associated uses may include additional services such as meeting rooms, restaurants, health spas, retail shops and beauty shops. (Ord. 00-1033 § 1; Ord. 92-1041 § 1)

**Section 17.** Section 15.10.410 of the SeaTac Municipal Code is hereby amended as follows:

**15.10.410 Multi-Family Building**

A building containing ~~two (2)~~ three (3) or more dwelling units that does not meet the definition of a ~~duplex or~~ townhouse. (Ord. 08-1041 § 3; Ord. 07-1019 § 2; Ord. 94-1006 § 4)

**Section 18.** Section 15.10.559 of the SeaTac Municipal Code is hereby established:

**15.10.559 Retirement Apartments**

A multifamily building or buildings, with occupancy restricted to at least one individual aged 55 or older per unit, which may contain communal recreational and dining facilities

**Section 19.** Section 15.10.606 of the SeaTac Municipal Code is hereby amended as follows:

**~~15.10.606 Single Attached Dwelling Units~~**

~~A single family residential unit attached to a structure with a nonresidential use. (Ord. 94-1006 § 5)~~

**Section 20.** Section 15.12.020 of the SeaTac Municipal Code is hereby amended as follows:

**15.12.020 Residential Uses**

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<b>ZONES:</b>	<b>UH – Urban High Density</b>	<b>O/CM – Office/Commercial Medium</b>
<b>P – Park</b>	<b>NB – Neighborhood Business</b>	<b>BP – Business Park</b>
<b>MHP – Mobile Home Park</b>	<b>CB – Community Business</b>	<b>O/C/MU – Office/Commercial/MixedUse</b>
<b>UL – Urban Low Density</b>	<b>ABC – Aviation Business Center</b>	<b>T – Townhouse</b>
<b>UM – Urban Medium Density</b>	<b>I – Industrial/Manufacturing</b>	

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES												
		P	MHP	UL	UM	UH	NB	CB	ABC	I	O/CM	BP	O/C/MU	T
RESIDENTIAL USES														
001	Single Detached Dwelling Unit			P(1,7,9)	P(1,7,9,13)	P*(13)								
001.1	Single Attached Dwelling Unit							P*	P*					
002	Duplex				P	P*								P
003	Townhouses				P	P*							P*	P*
004	Multi-Family				P	P*(10)	C	P*(8)	C*(8)		P*(8)		P*(12)	
005	Senior-Citizen-Multi Assisted Living Facility			C	P	P*	C	P*	P*		P*		P*	
005.1	Continuing Care Retirement Community					P*	C	P*			P*		P*	
005.2	Retirement Apartments				P	P*	C	P*			P*		P*	
006	Manufactured/Modular Home		P(9)	P(9)	P(9)									
006.1	Mobile Home (nonHUD)		P(9)											
007	Bed and Breakfast/ Guesthouse			P(2)	P(2)	P*(2)	P(2)				C*		P*(2)	

008	Community Residential Facility I			P(3)	P(3)	P*(3)	P(3)	P*(3)	P*(3)				P*(3)	
008a	Community Residential Facility II					P*	C	P*	P*			P*		P (12)
008b	Transitional Housing					C*(14)		P*(14)	P*(14)			C*(14)		
008c	Halfway House							C*(11)	C*(11)			C*(11)		
008d	Crisis Diversion Facility								C(15)	C(15)				
008e	Crisis Diversion Interim Facility								C(15)	C(15)				
009	Overnight Shelter							C*(11)	C*(11)			C*(11)		
010	Convalescent Center/ Nursing Home					P*	P	P*	P*			P*		
011	Mobile Home Park	P	C(4)	C(4)	C*(4)									
013	College Dormitory						C	P*	P*			P*	P*	P*(6)
ACCESSORY USES														
018	Home Occupation	P	P	P(6)	P*(6)								P*(6)	P*(6)
019	Shed/Garage		P(5)	P(5)	P*(5)									P

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

(1) Accessory dwelling units permitted. See Chapter 15.37 SMC for standards.

(2) Standards for Bed and Breakfast:

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

- b. Parking area for three (3) nonresident vehicles, and screened;
  - c. Proof of King County Health Department approval;
  - d. Breakfast is only meal served for paying guest.
- (3) Standards for Community Residential Facilities I:
- a. No more than five (5) nonsupport people, unless as modified pursuant to requirement (3)(e)\*\*;
  - b. No more than two (2) support people\*\*;
  - c. Any parking spaces in excess of two shall be screened and not visible from public streets;
  - d. In UL zone, house shall be a single-family structure compatible with the surrounding area; in UM zone, house shall maintain residential character;
  - e. Reasonable accommodation shall be made for persons with disabilities as required by State and Federal law. See SMC 15.12.018 for accommodation procedure.
- \*\* (a) and (b) do not apply to State-licensed adult family homes and foster family homes.
- (4) A park outside established or proposed mobile home park zone is permitted after approval through the CUP process.
  - (5) Limited to one thousand (1,000) gsf and a twenty (20) foot height limit (highest point), except as allowed under SMC 15.13.105(B).
  - (6) See Chapter 15.17 SMC for standards and limitations.
  - (7) Efficiency unit permitted within primary dwelling, not exceeding twenty-five percent (25%) of gross square feet of dwelling.
  - (8) Ground floor uses must be retail, service, or commercial uses as described in SMC 15.13.107.
  - (9) See Chapter 15.26 SMC for additional development standards.
  - (10) For new development and redevelopment residential projects that are located in the UH-UCR zone, at least fifty percent (50%) of the building's ground floor shall be a retail, service, or commercial use as described in SMC 15.13.107.
  - (11) As part of the CUP process a threshold determination will be made as to whether an essential public facility (EPF) siting process is needed. See SMC 15.22.035. These requirements shall not be construed to limit the appropriate use of schools and other facilities for emergency shelters in disaster situations.
  - (12) Permitted only as part of a mixed use development, as described in SMC 15.35.620, and arranged on site as described in SMC 15.35.610.
  - (13) Small lot single-family development allowed subject to design standards in SMC 15.19.760.
  - (14) 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.
  - (15) Subject to a conditional use permit (CUP) and essential public facility (EPF) siting process.

**Section 21.** Section 15.12.060 of the SeaTac Municipal Code is hereby amended as follows:

**15.12.060 Retail/Commercial Uses**

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

P – Park NB – Neighborhood Business BP – Business Park

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

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

UM – Urban Medium Density I – Industrial/Manufacturing

P – Permitted Use; C – Conditional Use Permit

USE #	LAND USE	ZONES												
		P	MHP	UL	UM	UH	NB	CB	ABC	I	O/C M	BP	O/C/M U	T
RETAIL/COMMERCIAL USES														
100	Hostel				<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>C</u>	<u>C</u>
101	Hotel/Motel and Associated Uses					C*	P	P*	P*			P*	C*	C*
102	Forest Products						P(3)	P*(3)		C(1)		P*(6)		
103	Hardware/Garden Material						P	P*				P*(6)		P*(9)
104	Department/Variety Store						P	P*	P*(2)			P*(6)		P*(9)
105	Food Store					P*(8)	P	P*	P*(2)			P*(6)		P*(9)

106	Agricultural Crop Sales (Farm Only)			P (12)			P	P*	P	P				
106.1	Produce Stand						P	P*	P*	P	C	C		
107	Auto/Boat Dealer							P*		P	C*(6)			
108	Auto Supply Store						P	P*		P	C*(6)		C*(9)	
109	Gasoline/Service Station						P	P*		P				
109.1	Mobile Refueling Operation	P(10)	P(10)	P(10)	P(10)	P(10)	P(10)	P(11)	P(11)	P(11)	P(10)	P(11)	P(10)	P(10)
109.2	Auto Repair						C	P		P				
109.3	Automotive Service Center						P	P	P (13)	P				
110	Apparel/Accessory Store							P*	P*(2)		P*		P(9)	
111	Furniture Store							P*			P*		P(9)	
112	Fast Food/Restaurant					C*(2,4)	P (4)	P*	P*	P	P*(6)	P*(2)	P*(4,9)	
112.1	Retail Food Shop					P*(8)	P	P*	P*		P*	P*(2)	P*(9)	
112.2	Tavern						P(8)	P*			P*		C*	

113	Drug Store						P	P*	P*		P*(6)	P*(2)	P*(9)	
114	Liquor Store							P*			P*		C*	
115	Antique/Secondhand Store						P	P*			P*(6)		P*(9)	
116	Sporting Goods and Related Stores							P*	P*(2)		P*(6)		P*(9)	
117	Media Material					P*(7)	P	P*	P*(2)		P*		P*(9)	
118	Jewelry Store						P	P*	P*(2)		P*(6)		P*(9)	
119	Hobby/Toy Store						P	P*	P*(2)		P*(6)		P*(9)	
120	Photographic and Electronic Store						P	P*	P*(2)		P*(6)		P*(9)	
121	Fabric Store							P*	P*(2)		P*(6)		P*(9)	
122	Florist Shop					P*(7)	P	P*	P*(2)		P*(6)		P*(9)	
123	Pet Store							P*	P*(2)		P*(6)		P*(9)	
124	Wholesale/Bulk Store							C*	C*	P	C*(6)		P*(9)	
125	Beauty Salon					C*(8)	P	P*	P*		C*(6)		P*(9)	
125.1	Laundromat					P*(7)	P	P*	P*	P*			P*(9)	
125.2	Espresso Stand					P*(2)	P	P*	P*	P	P*	P*	P*(9)	

125.3	Comm. Marine Supply							C	P*		P		P*		
126	Other Retail Uses							C	P*	C*		P*		C	
127	Adult Entertainment								C*(5)	C*(5)	C(5)				
128	Electric Vehicle Infrastructure	P(15)	P(15)	P(15)	P(15)	P(14)	P	P	P	P	P	P	P(2)	P(2)	P(15)

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

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

- a. Minimum of ten (10) acres;
- b. Access to major arterial; and
- c. Minimum thirty (30) foot buffers around the perimeter of property (Type II landscaping).

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

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

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

(5) See SMC 15.29.010.

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

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

(8) Small, resident-oriented uses only.

(9) Permitted as part of a mixed use development, as described in SMC 15.35.610.

(10) Permitted only to refuel heavy equipment at a construction site, subject to the criteria under SMC 15.13.103.

(11) Subject to the criteria under SMC 15.13.102.

(12) No permanent retail sales structures permitted. Retail sales allowed on a seasonal basis for no more than 90 days in a calendar year. Wholesale sales permitted year round only for products produced/grown on site.

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

(14) Battery charging stations only, limited in use only to the tenants or customers of the development located on site.

(15) Restricted electric vehicle charging stations only.

**Section 22.** Section 15.13.010 of the SeaTac Municipal Code is hereby amended as follows:

**15.13.010 Standards Chart**

The zone classifications as set forth in this chart have minimum setbacks, lot size, lot area and lot coverage that is related to each classification. The minimum lot areas for properties under the UL, UM or UH zone categories apply to the specific zone that is indicated on the Official Zoning Map by a suffix (for example, the minimum lot area is fifteen thousand (15,000) square feet for a UL-15,000 zone classification and seven thousand two hundred (7,200) square feet for a UL-7,200 zoning classification).

ZONE	MINIMUM LOT AREA (SQ. FT.)	FRONT YARD SETBACK (13)		MINIMUM SIDE YARD SETBACK (13)	MINIMUM REAR YARD SETBACK (13)	BUILDING LOT COVERAGE	MAXIMUM STRUCTURE HEIGHT	MINIMUM LOT WIDTH
		Minimum	Maximum					
P	N/A	-	-	10'	10'	N/A	N/A	N/A
AU	N/A	-	-	5'	5'	85% (7)	75' (10)	N/A

MHP	3 acres	-	-	5'	5'	N/A	N/A	N/A
UL (20)	15,000 9,600 7,200 5,000 (SDO)	20' (21) 15' (21)	-	5' (3)	15' (3)	35% (2)	30'	50'
UM	3,600/2,400 per unit on minimum 7,200 sf lot 3,000 (19)	20'	-	5' (3) 0 (16)	15' (3) 0 (16)	45% (2)	40' (15)	N/A
UH	1,800/900 per unit on minimum 7,200 sf lot 3,000 (19) UCR	10' (9)	10' (9)	5'	5'	75%/90% (2)(11)	55' (8)	N/A
NB	N/A	10'	-	5'	5'	65%	35'	N/A
CB (4)	N/A	0'/10' (9)	10' (9)	-	-	75% (2)	FAA/Fire Code STDS. (1)	N/A
ABC (4)	N/A	-	-	-	-	75%, 85% (2)	FAA/Fire Code STDS. (1)	N/A
BP (4)	5 acres (12)	10'	-	5'	5'	75% (2)(5)	75'	N/A
O/CM	N/A	0' (9)	10' (9)	5'	5'	75% (2)	45' (6)	N/A

(4)								
O/C/MU	N/A	0' (17)	10' (9)	5'	5'	65%	35'(18)/45'	N/A
T	12-24 d.u./acre in City Center (14)  12-16 d.u./acre outside City Center (14)	0'/10' in City Center (16)  15' outside of City Center	–	0'/5' (16)	0'/10' (16)	55%	35' (15)	180' frontage along primary street
I	N/A	10'	–	5'	5'	85% (2)	75'	N/A

(1) Limited by FAA height limits and Fire Code.

(2) See Residential/Commercial Density Incentives (Chapter 15.24 SMC).

(3) Five (5) foot side yard setback for accessory structures in the UM-2,400, UM-3,600, UL-5,000, UL-7,200 and UL-9,600 zones. Five (5) foot rear yard setback for the first accessory structure in the UM-2,400, UM-3,600, UL-5,000, UL-7,200 and UL-9,600 zones. Fifteen (15) foot rear yard setback for any additional accessory structures in the UM-2,400, UM-3,600, UL-5,000, UL-7,200 and UL-9,600 zones. Fifteen (15) foot setback in the UL-15,000 zone.

(4) See SMC 15.13.110 or 15.13.111 for additional development standards.

(5) This standard applies to the maximum total impervious surface coverage of a site, and not to building lot coverage.

(6) If density incentives and bonuses are granted by the City, a maximum height of up to that permitted by the FAA and the Fire Code may be allowed.

(7) Eighty-five percent (85%) on property owned by the Port of Seattle only, thirty-five percent (35%) on all other properties.

(8) Except that UH-UCR zones shall be governed by the FAA/Fire Code standards.

(9) Except within the City Center, properties zoned UH-UCR, CB-C, O/CM and O/C/MU shall have zero (0) foot minimum and ten (10) foot maximum setbacks applied. Within the City Center as specified in SMC 15.35.030, properties zoned UH-UCR, CB-C, O/CM and O/C/MU shall have twenty (20) foot maximum setbacks adjacent to International Boulevard, and ten (10) foot maximum setbacks adjacent to all other public or private City Center streets. Properties zoned UH-900, UH-1800, and CB shall have a ten (10) foot minimum setback applied, with no maximum setback. See SMC 15.13.110 for additional development standards, except within the City Center, in which Chapter 15.35 SMC shall apply.

- (10) Except that FAA/Fire Code standards shall govern the height of the airport terminal building, the airport terminal's main parking garage, and any building immediately adjacent to and east of the airport terminal's main parking garage.
  - (11) Ninety percent (90%) building lot coverage standard applies only to properties zoned UH-UCR.
  - (12) See SMC 15.13.111(E) for lot size waiver requirements.
  - (13) See SMC 15.31A.040 for setback standards specific to wireless telecommunications facilities.
  - (14) Up to thirty percent (30%) increase in base density allowed with the incentives identified in SMC 15.35.730.
  - (15) Up to forty (40) feet as specified in SMC 15.35.730.
  - (16) May be zero (0) lot line with approved design providing property is not immediately adjacent to a UL zone.
  - (17) Ten (10) foot setback if adjacent to a UL zone.
  - (18) Applies to properties within the City Center area as specified in SMC 15.35.030 within sixty (60) feet of a UL or UM zone.
  - (19) Three thousand (3,000) sf minimum lot size allowed for small lot single-family subject to SMC 15.19.760.
- (SDO) Special District Overlay
- (20) Lots may be less than the required minimum lot size, subject to the criteria in SMC 15.13.020(E).
  - (21) Twenty (20) foot setback for the garage and a fifteen (15) foot setback for all other portions of the structure. This standard applies only to new single-family homes being constructed, and does not apply to additions to existing single-family homes. Additions to existing single-family homes shall be set back twenty (20) feet.
  - (22) Assisted Living Facilities are permitted at twice (2X) the density of the zone, measured per room. Community Care Retirement Communities are permitted at twice (2X) the density of the zone, measured per unit or room.
  - (23) Convalescent centers/nursing homes are exempt from density standards.
  - (24) Retirement Apartments are permitted at one and one-half times (1.5X) the density of the zone, measured per unit.

**Section 23.** Section 15.15.030 of the SeaTac Municipal Code is hereby amended as follows:

**15.15.030 Parking Space Requirements for Residential Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
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RESIDENTIAL USES		
001	Single-Family (Detached Unit)*	2 per dwelling unit
001A	Single Attached Dwelling Unit	2 per dwelling unit
002	Duplex*	1.25 per dwelling unit
003	Townhouses*	<del>4.25</del> <u>2</u> per dwelling unit, <u>plus 0.25/unit for visitor parking</u>
004	Multi-family*	
	Studio Unit	1 per dwelling unit
	1 Bedroom Unit	1.5 per dwelling unit
	2 – 3 Bedroom Unit	2 per dwelling unit
005	<del>Senior Citizen Multi-Assisted Living Facility</del>	<del>1.25 per dwelling unit</del> <u>0.25 per unit/room</u>
005.1	<u>Continuing Care Retirement Community</u>	<u>0.25 per assisted living unit/room; 0.75 per retirement apartment dwelling unit; 1/5 beds for convalescent/nursing care</u>
005.2	<u>Retirement Apartments</u>	<u>0.75 per dwelling unit</u>
006	Manufactured Home	2 per dwelling unit
006A	Mobile Home	2 per dwelling unit
007	Bed and Breakfast/Guesthouse	1 per bedroom, plus 2 for residents
008	Community Residential Facility I	2 per dwelling unit
008a	Community Residential Facility II	**

008b	Transitional Housing	**
008c	Halfway House	**
009	Overnight Shelter	**
010	Convalescent Center/Nursing Home	1 per 5 beds
011	Mobile Home Park	2 per dwelling unit
013	College Dormitory	1.5 per bedroom
ACCESSORY USES		
018	Home Occupation	-
019	Shed/Garage	-

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

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

~~\*\*\*For low/moderate income senior housing, the ratios may be modified by a parking plan based on the projected need of the population served. Such plan must be approved by the City Manager or designee. Minimum ratio must be 0.8 parking space per unit.~~

(Ord. 01-1019 § 1; Ord. 01-1011 § 6; Ord. 00-1033 § 11; Ord. 99-1005 § 7; Ord. 95-1016 § 22; Ord. 95-1012 § 1; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Recreational/Cultural Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
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RECREATION/CULTURAL USES		
022	Community Center	1 per 400 sf of building, plus 1 per employee
023	Golf Course	3 per hole, plus 1 per employee
024	Theater	1 per 3 fixed seats, plus 1 per employee
025	Drive-In Theater	–
026	Stadium/Arena	1 per 3 fixed seats, plus 1 per employee
027	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
028	Library	1 per 200 sf of building
029	Museum	1 per 200 sf of building
030	Conference/Convention Center	1 per 3 fixed seats, plus 1 per 40 sf for assembly areas without fixed seats
031	Cemetery	1 per 40 sf of chapel area, plus 1 per employee
032	Private/Public Stable	1 per 2 stalls
033	Park	1 space for each 3 users at maximum utilization
034	Religious Use Facility	1 per 4 fixed seats, or 1 per 40 sf of gfa used for assembly purposes without fixed seats
035	Religious Use Facility, Accessory	1 per 500 gsf
036	Recreational Center	1 per 400 sf of building

036.5	Health Club	1 per 150 sf of leasable space
037	Arcade (Games/Food)	1 per 250 sf of building
038	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*
EXCEPTIONS		
	Bowling Center	5 per lane, plus 1 per employee
	Golf Driving Range	1 per tee, plus 1 per employee

\*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.

(Ord. 08-1001 § 4; Ord. 04-1010 § 10; Ord. 95-1016 § 22; Ord. 92-1041 § 1)

### 15.15.030 Parking Space Requirements for General, Educational and Health Services

#### Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
GENERAL SERVICES USES		
042	Communications Facility	1 per 250 sf
043	Dry Cleaner	1 per 250 sf of building
046	Funeral Home/Crematory	1 per 40 sf of chapel area, plus 1 per employee
047	Veterinary Clinic	1 per 300 sf of building area

048	Kennel	1 space per 12 animal enclosures 1 space per 250 sf of retail sales area 2 spaces for a dwelling unit
049	Day Care I	2 per facility, plus 1 per employee
050	Day Care II	2 per facility (minimum), plus 1 per employee, and 1 load/unload space per every 10 children
051	General Repair	1 per 250 sf of building
EDUCATIONAL USES		
055	Elementary – Jr. High	1 per 50 students, 1 per faculty member
056	High School	1 per 35 students, 1 per faculty member
057	Vocational School	1 per employee, 1 per 10 students
058	Specialized Instruction School	1 per employee, 1 per 2 students
059	College/University	1 per employee, 0.7 per student
HEALTH SERVICES USES		
062	Office/Clinic (Outpatient)	1 per 275 sf of building
064	Hospital	1 per bed plus 5 per each 2 employees
065	Medical/Dental Lab	1 per 300 sf of building
066	Miscellaneous Health	1 per 300 sf of building
067	Opiate Substitution Treatment Facility	1 per 275 sf of building, unless modified by a parking plan as part of the CUP-EPF process

(Ord. 04-1010 § 10; Ord. 03-1017 § 6; Ord. 97-1009 § 5; Ord. 95-1016 § 22; Ord. 94-1006 § 13; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Government/Office, Business Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
GOVERNMENT/OFFICE USES		
071	Social Service Office	1 per 250 sf
072	Public Agency Office	1 per 250 sf
073	Public Agency Yard	1 per 200 sf, plus 1 per 1,000 sf of indoor storage or repair areas
074	Public Archives	1 per employee, plus 1 per 400 sf of waiting/review areas
075	Court	1 per employee, plus 1 per 40 sf of fixed seats or assembly areas
076	Police Facility	1 per employee, plus 1 per 100 sf of public office areas
077	Fire Facility	1 per employee, plus 1 per 100 sf of public office areas
079	Helipad/Airport and Facilities	Helipad: 4 per pad; Airport: 1 per 500 sf of building
080	Utility Use	1 per 250 sf
081	Utility Substation	1 per substation site
082	Financial Institution	1 per 250 sf, plus 5 stacking spaces
083	City Hall	1 space per 250 sf of office area plus 1 per 40 sf of fixed seats or assembly area if a municipal court use is located in City Hall

083.5	Secure Community Transition Facility	1 per employee, plus 0.5 per resident for visitor parking
<b>BUSINESS SERVICES USES</b>		
084	Landscaping	1 per 250 sf of office/storage area
085	Butterfly/Moth Breeding	1 per 250 sf of office/retail area
086	Construction/Trade	1 per 250 sf of office
087	Truck Terminal	1 per 250 sf of office or 1 per employee, whichever is greater
088	Airport Support Facility	1 per 250 sf
089	Warehouse/Storage	1 per 250 sf of office, plus 1 per 3,500 sf of storage areas
090	Professional Office	1 per 300 sf of office building
091	Heavy Equipment Rental	1 per 250 sf of building
092	Misc. Equipment Rental Facility	1 per 250 sf of building
093	Auto Rental/Sales	1 per 300 sf, plus 1 per employee plus a minimum 3,000 sf of display area
094	Public/Private Parking	1 per employee (designated)
095	Motor Freight Repair	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas
096	Heavy Equipment Repair	1 per 300 sf of office, plus 1 per 1,000 sf of indoor repair areas
097	R and D/Testing	1 per 300 sf
098	Commercial/Industrial Accessory Uses	1 per 300 sf

(Ord. 02-1029 § 5; Ord. 00-1033 § 12; Ord. 98-1025 § 3; Ord. 95-1016 § 22; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Retail/Commercial Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
RETAIL/COMMERCIAL USES		
<u>100</u>	<u>Hostel</u>	<u>0.5 per bed</u>
101	Hotel/Motel and Associated Uses	
	Basic Guest and Employee (no shuttle service)	.9 per bedroom
	Basic Guest and Employee (with shuttle service)	.75 per bedroom
	with restaurant/lounge/bar	1 per 150 gsf
	with banquet/meeting room	1 per 150 gsf
	Retail: 15,000 gsf or less	1 per 1,000 gsf
	Retail: greater than 15,000 gsf	1.5 per 1,000 gsf
102	Forest Products	1 per employee
103	Hardware/Garden Material	1 per 250 sf of leasable space
104	Department/Variety Store	1 per 250 sf of leasable space
105	Food Store	

	at least 15,000 sf	1 per 250 sf of leasable space
	less than 15,000 sf	3, plus 1 per 300 sf
106	Agricultural Crop Sales (Farm Only)	1 per 250 sf of leasable space
106.1	Produce Stand	1 per 250 sf of gross floor area, plus 1 per employee
107	Auto/Boat Dealer	1 per 300 sf of building, plus 1 per employee
108	Auto Supply Store	1 per 250 sf of leasable space
109	Gasoline/Service Station	
	without grocery store attached	1 per employee, plus 1 per service bay
	with grocery store attached	1 per employee, plus 1 per 200 sf of store area
109.2	Automobile Repair	2 spaces per service bay
109.3	Automotive Service Center	4 spaces, plus 6 stacking spaces
110	Apparel/Accessory Store	1 per 250 sf of leasable space
111	Furniture Store	1 per 300 sf of building
112	Fast Food/Restaurant	1 per 150 sf of leasable space (plus 5 stacking spaces with drive-through)
112.1	Retail Food Shop	1 per 250 sf of leasable space
112.2	Tavern	1 per 250 sf of leasable space
113	Drug Store	1 per 250 sf of leasable space
114	Liquor Store	1 per 250 sf of leasable space

115	Antique/Secondhand Store	1 per 250 sf of leasable space
116	Sporting Goods and Related Store	1 per 250 sf of leasable space
117	Media Material	1 per 250 sf of leasable space
118	Jewelry Store	1 per 250 sf of leasable space
119	Hobby/Toy Store	1 per 250 sf of leasable space
120	Photographic and Electronic Store	1 per 250 sf of leasable space
121	Fabric Store	1 per 250 sf of leasable space
122	Florist Shop	1 per 250 sf of leasable space
123	Pet Store	1 per 250 sf of leasable space
124	Wholesale/Bulk Store	1 per 250 sf of leasable space
125	Beauty Salon	1 per 200 sf of gross floor area
125.1	Laundromat	1 per 250 sf of leasable space
125.2	Espresso Stand	1 per 150 sf of gross floor area, plus 3 stacking spaces with drive-through
125.3	Commercial Marine Supply	1 per 1,000 sf of gross floor area, plus 1 space per employee
126	Other Retail Uses	1 per 250 sf of gross floor area
127	Adult Entertainment	
128	Electric Vehicle Infrastructure – Battery Exchange Station and Rapid Charging	1 per employee 0.65 spaces per rapid charging station space for

	Station Only	customers waiting to use rapid charging station (Required only if the use is the primary use on the property)
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(Ord. 10-1024 § 3; Ord. 04-1010 § 10; Ord. 00-1033 § 13; Ord. 95-1016 § 22; Ord. 93-1036 § 11; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Manufacturing Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
<b>MANUFACTURING USES</b>		
130	Food Processing	1 per employee, plus 1 per 500 sf of building
131	Winery/Brewery	1 per employee, plus 1 per 40 sf of tasting area
132	Textile Mill	1 per employee, plus 1 per 500 sf of building
133	Apparel/Textile Products	1 per employee, plus 1 per 500 sf of building
134	Wood Products	1 per employee, plus 1 per 500 sf of building
135	Furniture/Fixtures	1 per employee, plus 1 per 500 sf of building
136	Paper Products	1 per employee, plus 1 per 500 sf of building
137	Printing/Publishing	1 per employee, plus 1 per 500 sf of building
138	Chemical/Petroleum Products	1 per employee, plus 1 per 500 sf of building
138.5	Biomedical Product Facility	1 per 500 sf of gross floor area, plus 1 space per employee

139	Rubber/Plastic/Leather/Mineral Products	1 per employee, plus 1 per 500 sf of building
140	Primary Metal Industry	1 per employee, plus 1 per 500 sf of building
141	Fabricated Metal Products	1 per employee, plus 1 per 500 sf of building
142	Commercial/Industrial Machinery	1 per employee, plus 1 per 500 sf of building
143	Computer/Office Equipment	1 per employee, plus 1 per 500 sf of building
144	Electronic Assembly	1 per employee, plus 1 per 500 sf of building
145	Aerospace Equipment	1 per employee, plus 1 per 500 sf of building
146	Misc. Light Manufacturing	1 per employee, plus 1 per 500 sf of building
147	Tire Retreading	1 per employee, plus 1 per 500 sf of building
148	Recycling Products	1 per 1,000 sf or 1 per employee, whichever is greater
149	Towing Operation	1 per employee (designated)
150	Auto Wrecking	1 per employee (designated), plus 3 for customers
151	Self-Service Storage	1 per employee (designated), plus 3 for customers
152	Off-Site Hazardous Waste Treatment and Storage Facilities	1 per employee, plus 1 per 500 sf of building
153	Batch Plant	1 per employee, plus 1 per 500 sf of building

(Ord. 99-1003 § 3; Ord. 95-1016 § 22; Ord. 92-1041 § 1)

**Section 24.** Section 15.19.510 of the SeaTac Municipal Code is hereby amended as follows:

**15.19.510 Minimum Area Required**

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**Intent:** Provide opportunities for both active recreation and outdoor areas for passive enjoyment of natural areas. Recreation and open space areas should include amenities ~~for all~~ 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. For developments located outside the designated City Center, ~~and~~ S. 154th Street Station Area and the Interim Angle Lake Station Area :

**Minimum Required**

<b>Unit Size</b>	<b>Open Space</b>
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.

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 15.19.540;
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.** This recreation and open space allowance, for properties outside the City Center and S. 154th Street 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. (Ord. 08-1042 § 1; Ord. 01-1031 § 1; Ord. 00-1002 § 2)

**Section 25.** Section 15.19.520 of the SeaTac Municipal Code is hereby amended as follows:

**15.19.520 Play Space for Children**

**Intent:** Provide for adequate, safely located play space for children. Safe locations are ones that are accessible without crossing circulation areas, and provide for observation by parents and caretakers from the main use areas of nearby units, and from nearby seating and recreation areas. Retirement apartments and assisted living facilities are exempt from this section.

A. At least fifty percent (50%) of the required outdoor recreation and open space area required for units of two (2) or more bedrooms shall be laid out in a manner that makes it suitable and safe as play space for children. The children's play space shall contain a minimum of one (1) set of children's play equipment as approved by the Director of Community and Economic Development. Sitting or recreation areas for adults shall be located in close proximity.

B. At least fifty percent (50%) of any indoor facilities and outdoor single-purpose facilities required for units of two (2) or more bedrooms shall be appropriate for use by children of various ages. Exercise facilities in complexes containing two (2) or more bedroom units shall provide for adult exercise opportunities with the ability to watch children nearby.

C. Play space for children shall be centrally located, visible from the dwellings, and away from hazardous areas like garbage dumpsters, drainage facilities, streets, other vehicular travel ways, woods, and parking areas.

D. All units two (2) bedroom units or larger shall be oriented to provide visibility of children's play areas from a kitchen or main living room area. Alternatively, closed circuit TV monitoring of children's play areas shall be installed and access shall be provided by apartment management to tenants with children. (Ord. 11-1002 § 3; Ord. 08-1042 § 1; Ord. 01-1031 §§ 1, 5; Ord. 00-1002 § 2)

**Section 26.** Section 15.19.560 of the SeaTac Municipal Code is hereby amended as follows:

**15.19.560 Cash Contribution in Lieu of On-Site Recreational Facilities**

**Intent:** Allow for the contribution to an existing or future City park in lieu of on-site recreational facilities in smaller developments.

A. For multiple-family developments containing less than twenty (20) dwellings and all assisted living facilities or retirement apartments, the Director of Community and Economic Development may allow in-lieu payment to the City in an amount comparable to the cost of acquisition and installation of recreational facilities as would otherwise be required. Acceptance of such a voluntary contribution is discretionary on the part of the City, and shall be permitted only when the size of the development site and its projected population is too small to result in usable, high quality recreational facilities, and the improvement of City park facilities in the vicinity will be of greater benefit to the residents of the proposed dwellings. Such payments shall be placed in a fund to be used for capital improvements in existing neighborhood parks or for the development of new parks in the vicinity of the multiple-family dwelling development. The amount of such payment shall be determined by the Director of Community and Economic Development based on a recommendation of the Parks Department Director. The recommendation shall be based on either the actual cost or a reasonable prototype cost of providing park land with quality, durable recreational facilities as would otherwise be required to be provided on-site.

B. Multiple-family dwelling developments containing twenty (20) or more dwelling units (except for assisted living facilities or retirement apartments) shall provide the on-site recreation facilities required by this chapter. Multiple-family dwelling developments which are built in phases of less than twenty (20) dwelling units shall provide on-site recreation facilities for each phase or shall provide the total amount of recreation facilities required for the complete development in the first phase of construction. (Ord. 11-1002 § 3; Ord. 08-1042 § 1; Ord. 01-1031 § 1; Ord. 00-1002 § 2)

**Section 26.** Section 15.19.620 of the SeaTac Municipal Code is hereby amended as follows:

#### **15.19.620 Senior Housing**

**Intent:** Encourage the provision of senior housing within the community to allow for a variety of housing options to aging persons as their family size and housing needs change. This incentive is not applicable to projects whose sole purpose is ~~senior~~ housing intended for seniors (age 55 years or older) (i.e., adult family homes, assisted living facilities, continuing care retirement communities, retirement apartments, convalescent center/nursing homes, etc.)

**Density Bonus:** A twenty percent (20%) increase in the allowed number of units shall be permitted when a minimum of thirty-five percent (35%) of the units within the project are reserved as ~~senior citizen assisted dwellings as defined by SMC 15.10.220.~~ assisted living units or retirement apartments.

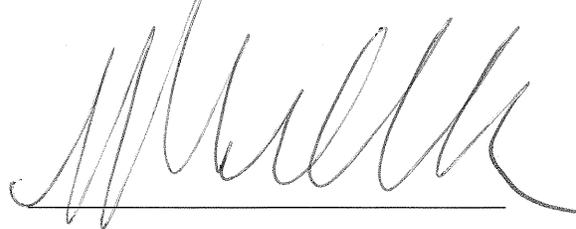
**Height Bonus:** A ten (10) foot increase in the maximum allowed height shall be permitted when a minimum of thirty-five percent (35%) of the units within the project are reserved as ~~senior citizen assisted dwellings as defined by SMC 15.10.220.~~ assisted living units or retirement apartments.

**Section 27.** 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 28.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

ADOPTED this 12<sup>th</sup> day of NOVEMBER, 2014, and signed in authentication thereof on this 12<sup>th</sup> day of NOVEMBER, 2014.

CITY OF SEATAC

A handwritten signature in black ink, appearing to read 'Mia Gregerson', written over a horizontal line.

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg  
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney

[Effective Date: 11/22/14]

[Housing definitions; senior housing]  
]

**ORDINANCE NO. 14-1017**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Title 15 of the SeaTac Municipal Code, relating to home occupation standards.

**WHEREAS**, from time to time, the City Planning Commission considers amendments to the Zoning Code (Title 15, SeaTac Municipal Code) in order to provide clarification, greater efficiencies and to respond to changing needs; and

**WHEREAS**, Comprehensive Plan Policy 1.2A notes the need to “preserve the residential character of single family residential neighborhoods, whenever possible;” and

**WHEREAS**, home occupations can be undertaken in residential dwellings as accessory uses, but should be conducted in such manner as to not detract from the residential character of the property; and

**WHEREAS**, on July 11, 2014, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments were received from any state agency; and

**WHEREAS**, on August 15, 2014, the City’s SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments, with no comments being received or an appeal filed; and

**WHEREAS**, the Planning Commission reviewed the aforesaid changes to the municipal code at duly noticed open public meetings on April 1 and April 15; June 17; and July 1, 2014, and conducted a duly noticed public hearing on September 16, 2014, after which it rendered a

recommendation of approval;

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

**Section 1.** Chapter 15.17 of the SeaTac Municipal Code is hereby amended as follows:

**Chapter 15.17  
HOME OCCUPATIONS**

**Sections:**

- 15.17.010 Home Occupations as Permitted Uses
- 15.17.020 Regulation of Home Occupations
- 15.17.030 Sales Exempt from Regulation
- 15.17.040 Special Home Occupation Permits (SHOP)
- 15.17.050 Home Occupations Subject to Code Enforcement Action

**15.17.010 Home Occupations as Permitted Uses**

Home occupations ~~shall be~~ are permitted as an accessory residential use so that certain activities may be undertaken for gain or profit within a dwelling or a building accessory to a dwelling in a UL or UM zone, or any zone in which dwellings are present. The home occupation shall be conducted in such manner that the residence shall not differ from its residential character in either the use of colors, materials, construction, storage, lighting, signs or emissions of sounds, noise, vibrations or odors. (Ord. 92-1041 § 1)

**15.17.020 Regulation of Home Occupations**

Home occupations shall be required to have a business license pursuant to SMC 5.05 Ordinance No. 90-1039 ~~and amendment thereof~~, and shall then be permitted, providing that each such home occupation meets the following criteria:

- A. Is carried on exclusively by a member(s) of a family residing in the dwelling unit and no more than two (2) nonresident employees with approved on-site parking;
- B. Is clearly incidental and secondary to the use of the property for dwelling purposes with the floor area devoted to the home occupation not exceeding twenty-five percent (25%) of the living

area of the dwelling unit (not to include the grounds, out-buildings, garage, unfinished basement, or other areas not prepared for normal dwelling purposes);

C. Has no display or sign other than an unlighted display or sign no larger than two (2) square feet attached to an existing structure;

D. Has no outside storage nor other exterior indication of the home occupation or variation from the residential character of the property;

E. Does not require truck delivery or pick-up not common to a residential dwelling (i.e., parcel service); delivery hours are restricted to the hours of 8:00 a.m. to 8:00 p.m.;

F. Does not involve installation and use of heavy equipment, large power tools, or power sources not common to a residential dwelling, or any other usage which creates a level of noise, vibration, smoke, dust, odors, heat or glare beyond that which is common to a residential area;

G. Does not create a level of parking demand beyond ~~that which is normal to a residential area~~ a maximum of two visitors at any given time and no more than 8 total two-way trips per day;

~~H. Does not include automobile, truck or heavy equipment repair, body work or painting; nor parking or storage of heavy equipment including trucks over one ton load capacity, unless within a fully enclosed building; nor outside storage of used parts of vehicles and used machinery in an inoperable condition; nor outside storage of building materials such as lumber, plasterboard, pipe, paint or other construction materials unless being used to construct a specific structure on the premises, pursuant to City permits;~~

H. I. Does not involve production, generation, storage or use of hazardous waste, as defined by the State Department of Ecology;

J. I. Involves only sales which are an incidental use and which do not constitute regular retail sales on the premises. (Ord. 92-1041 § 1)

### **15.17.030 Sales Uses and Activities Exempt from Regulation**

A. Garage sales, yard sales, bake sales, temporary home boutiques or bazaars for handcrafted items, parties for the display of domestic products, and other like uses shall not be considered home occupations subject to regulation pursuant to SMC 15.17.020; provided, that any such use shall not be in existence for more than twenty (20) days in any one (1) calendar year, and shall not be in violation of any other chapter in this code, or City ordinance; and provided further, that any such garage sales and yard sales involve only the sale of household goods, none of which were purchased for the purpose of resale. (Ord. 92-1041 § 1)

B. Day care facilities, bed and breakfast operations and other similar uses otherwise allowed in residential homes are exempt from the provisions of this chapter.

**15.17.035 Prohibited Activities**

The following activities are determined to be incompatible with residential areas and shall not be allowed as home occupations:

- A. Automobile and motorcycle repair and body work (including painting);
- B. Automobile services, including detailing;
- C. Large appliance repair;
- D. Large or small engine repair;
- E. Commercial kennels or catteries;
- F. Commercial painting;
- G. Storage of building materials;
- H. Parking or storage of heavy equipment or vehicles;
- I. Religious facilities.
- J. Any use involving dispatch of employees from the property.

**15.17.040 Special Home Occupation Permits (SHOP)**

A. Special home occupation permits may be granted by the ~~City Hearing Examiner~~ City Manager or designee for any uses providing that not less than ~~eight~~ seven (8 7) of the ~~ten~~ nine (10 9) criteria set forth in SMC 15.17.020 shall be met, except that compliance with Criteria (~~F~~ H) thereof shall be required.

B. In considering applications for special home occupations permits, the ~~Hearing Examiner~~ City Manager or designee shall consider the nature and conditions of all adjacent uses and structures, and no such special home occupation permit (SHOP) shall be authorized by the

~~Hearing Examiner~~ City Manager or designee unless he finds that the authorization of the SHOP will:

1. Not be materially detrimental to the public welfare;
2. Not have adverse impact on adjacent properties in the zone or vicinity in which the subject property is located; and
3. Be consistent with the spirit and purpose of this chapter and code.

C. In authorizing a SHOP, the ~~Hearing Examiner~~ City Manager or designee may impose such requirements and conditions with respect to location, installation, construction, maintenance, operation and extent of open spaces in addition to those expressly set forth in this chapter and the code, as may be deemed necessary for the protection of other properties in the zone or vicinity and the public interest.

D. In addition, the ~~Hearing Examiner~~ City Manager or designee may allow the applicant for a special home occupation permit a reasonable period of time, not to exceed one (1) year, in which to bring the home occupation into compliance with existing zoning regulations and the conditions imposed by the ~~Hearing Examiner~~ City Manager or designee.

E. ~~A public hearing shall be conducted on all applications for a SHOP. The hearing shall be held in the same manner as provided by appeals in SMC 15.22.065. (Ord. 92-1041 § 1) A A SHOP shall be processed as a Type II permit per SMC 16.23A.~~

### **15.17.050 Home Occupations Subject to Code Enforcement Action**

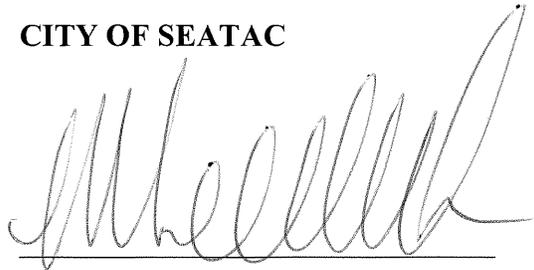
In addition to any and all rights of inspection, access and enforcement contained in Chapter 15.32 SMC, the City is authorized to enforce any and all provisions of this chapter. Any home occupation in existence at the time of adoption of this ordinance which has not been issued a City business license shall not be issued a license unless in conformance with the provisions herein.

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

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

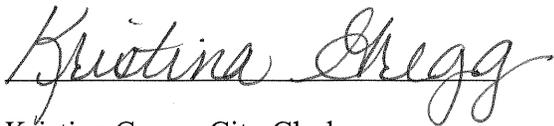
ADOPTED this 12<sup>th</sup> day of NOVEMBER, 2014, and signed in authentication thereof on this 12<sup>th</sup> day of NOVEMBER, 2014.

CITY OF SEATAC



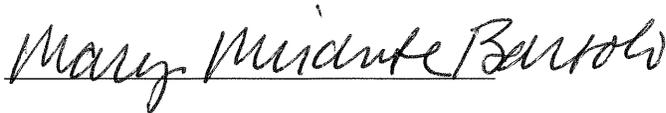
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 11/22/14]

[Home Occupations]

**ORDINANCE NO. 14-1018**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Title 15 of the SeaTac Municipal Code, relating to temporary off-site construction staging; required landscaping for building facades; and parking requirements for townhouse developments.

**WHEREAS**, from time to time, the City Planning Commission considers amendments to the Zoning Code (Title 14, SeaTac Municipal Code) in order to provide clarification, greater efficiencies and to respond to changing needs; and

**WHEREAS**, in a re-developing community such as SeaTac, building contractors often require off-site space in order to stage supplies and equipment and provide for workers' parking; and

**WHEREAS**, there is a need to amend to Zoning Code to provide clarification regarding the type of landscaping to be required along building facades and the amount of parking to be provided for townhouse developments; and

**WHEREAS**, on July 11, 2014, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments were received from any state agency; and

**WHEREAS**, on August 15, 2014, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments, with no comments being received or an appeal filed; and

**WHEREAS**, the Planning Commission reviewed the aforesaid changes to the municipal

code at duly noticed open public meetings on April 1 and April 15; June 17; and July 1, 2014, and conducted a duly noticed public hearing on September 16, 2014, after which it rendered a recommendation of approval;

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

**Section 1.** Section 15.14.060 of the SeaTac Municipal Code is hereby amended as follows:

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

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
RESIDENTIAL USES						
001	Single-Family	-	-	-	-	-
001A	Single-Family Attached Dwelling Unit	-	-	-	-	-
002	Duplex	-	-	-	-	-
003	Townhouses	III/20 ft. <sup>1</sup>	IV/5 ft. <u>V/5 ft</u>	III/10 ft.	II/15 ft. <sup>1</sup>	Yes (over 3 units)
004	Multi-Family	III/20 ft. <sup>1</sup>	IV/5 ft. <u>V/5 ft</u>	III/5 ft.	I/15 ft.	Yes
005	Senior Citizen Multi	III/20 ft.	IV/5 ft. <u>V/5 ft</u>	III/5 ft.	I/15 ft.	Yes

	<u>Assisted Living Facility</u>					
005.1	<u>Continuing Care Retirement Community</u>	<u>III/10 ft.</u>	<u>V/5 ft.</u>	<u>III/5 ft.</u>	<u>I/5 ft.</u>	<u>Yes</u>
005.2	<u>Retirement Apartments</u>	<u>III/10 ft.</u>	<u>V/5 ft.</u>	<u>III/5 ft.</u>	<u>I/5 ft.</u>	<u>Yes</u>
006	Manufactured Home	-	-	-	-	-
006A	Mobile Home	-	-	-	-	-
007	Bed and Breakfast/Guesthouse	-	-	-	-	-
008	Community Residential Facility I	-	-	-	-	-
008a	Community Residential Facility II	II/20 ft.	<u>IV/5 ft. V/5 ft.</u>	III/5 ft.	I/15 ft.	Yes
008b	Transitional Housing	II/20 ft.	<u>IV/5 ft. V/5 ft.</u>	III/5 ft.	I/15 ft.	Yes
008c	Halfway House	II/20 ft.	<u>IV/5 ft. V/5 ft.</u>	II/10 ft.	I/20 ft.	Yes
009	Overnight Shelter	II/20 ft.	<u>IV/5 ft. V/5 ft.</u>	II/20 ft.	I/20 ft.	Yes
010	Convalescent Center/Nursing Home	II/20 ft.	<u>IV/5 ft. V/5 ft.</u>	II/15 ft.	-	Yes
011	Mobile Home Park	II/20 ft.	-	I/20 ft.	-	-
013	College Dormitory	IV/10 ft.	-	IV/5 ft.	II/10 ft.	Yes
ACCESSORY USES						
018	Home Occupation	-	-	-	-	-

019	Shed/Garage	-	-	-	-	-
RECREATIONAL/CULTURAL USES						
022	Community Center	II/10 ft.	-	-	-	Yes
023	Golf Course	-	-	-	-	Yes
024	Theater	II/20 ft.	-	I/5 ft.	I/20 ft. (SF)	Yes
025	Drive-In Theater	IV/20 ft.	-	I/5 ft.	I/20 ft. (SF)	Yes
026	Stadium/Arena	IV/20 ft.	<del>III/5 ft.</del> <u>V/5 ft.</u>	II/5 ft.	I/20 ft. (SF)	Yes
027	Amusement Park	IV/20 ft.	<del>III/5 ft.</del> <u>V/5 ft.</u>	II/5 ft.	I/20 ft. (SF)	Yes
028	Library	IV/10 ft.	-	III/5 ft.	-	Yes
029	Museum	IV/10 ft.	-	II/10 ft.	-	Yes
030	Conference/Convention Center	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft.</u>	I/5 ft.	I/20 ft. (SF)	Yes
031	Cemetery	IV/20 ft.	-	-	-	-
032	Private/Public Stable	-	-	-	-	-
033	Park	-	-	-	-	-
034	Religious Use Facility	IV/10 ft.	-	-	I/10 ft.	Yes
035	Religious Use Facility, Accessory	IV/10 ft.	-	-	I/10 ft.	Yes
036	Recreational Center	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft.</u>	IV/5 ft.	II/10 ft.	Yes

036.5	Health Club	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/10 ft.	Yes
037	Arcade (Games/Food)	IV/10 ft.	-	IV/5 ft.	II/10 ft.	Yes
038	Sports Club	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft.</u>	IV/5 ft.	II/10 ft.	Yes

\* See SMC 15.14.090.

<sup>1</sup>Pursuant to the Design Standards for Multi-Family Housing, Chapter 15.19 SMC.

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

#### **15.14.060 Landscaping Standards for General, Educational and Health Services Uses**

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT STANDARDS APPLICABLE*
GENERAL USES						
041	Wireless Communications Facility	II/10 ft. I/10 ft.**	-	II/5 ft. I/10 ft.**	II/10 ft. (RES./PARK)	-
042	Communications Facility	II/10 ft. I/10 ft.**	-	II/5 ft. I/10 ft.**	II/5 ft. I/10 ft.**	-
043	Dry Cleaner	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/20 ft. (SF)	Yes
046	Funeral Home/Crematory	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (SF)	Yes

047	Veterinary Clinic	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	III/5 ft.	–	–
048	Kennel	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	II/5 ft.	I/10 ft. (SF)	–
049	Day Care I	–	–	–	–	–
050	Day Care II	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	III/5 ft.	–	Yes
051	General Repair	II/10 ft.	<u>IV/5 ft.-V/5 ft</u>	II/5 ft.	I/10 ft. (SF)	–
EDUCATIONAL USES						
055	Elementary – Jr. High	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	IV/5 ft.	–	Yes
056	High School	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	IV/10 ft.	–	Yes
057	Vocational School	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	IV/10 ft.	–	Yes
058	Specialized Instruction School	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	IV/10 ft.	–	Yes
059	College/University	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	IV/10 ft.	–	Yes
HEALTH SERVICES USES						
062	Office/Outpatient Clinic	IV/10 ft.	<u>IV/5 ft.-V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
064	Hospital	III/10 ft.	<u>IV/5 ft.-V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
065	Medical/Dental Lab	III/10 ft.	<u>IV/5 ft.-V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes

066	Miscellaneous Health	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (SF)	Yes
067	Opiate Substitution Treatment Facility	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (RES)	Yes

\* See SMC 15.14.090.

\*\* Type II landscaping applies in high intensity zones. Type I landscaping applies in low intensity zones. See SMC 15.31A.040(G).

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

(RES./PARK) Adjacent to residential or park zones for buffering purposes.

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

(Ord. 05-1014 § 4; Ord. 04-1010 § 9; Ord. 03-1017 § 5; Ord. 00-1037 § 5; Ord. 97-1013 § 24; Ord. 95-1016 § 21; Ord. 92-1041 § 1)

**15.14.060 Landscaping Standards for Government/Office, Business Uses**

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
GOVERNMENT/OFFICE						
071	Social Service Office	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (SF)	Yes
072	Public Agency Office	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (SF)	Yes

073	Public Agency Yard	III/20 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/20 ft. (SF)	Yes
074	Public Archives	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
075	Court	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
076	Police Facility	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
077	Fire Facility	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
079	Helipad/Airport Facility	I/10 ft.	–	I/10 ft.	I/20 ft. (RES)	–
080	Utility Use	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	IV/10 ft.	II/10 ft. (SF)	Yes
081	Utility Substation	I/10 ft.	–	I/10 ft.	–	–
082	Financial Institution	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	IV/5 ft.	II/10 ft. (SF)	Yes
083	City Hall	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/10 ft.	I/20 ft. (RES)	Yes
083.5	Secure Community Transition Facility**	I/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	I/10 ft.	I/20 ft. (RES)	Yes
BUSINESS SERVICES						
084	Landscaping Business	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/10 ft.	I/20 ft. (RES)	Yes
085	Butterfly/Moth Breeding	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/10 ft. (RES)	Yes
086	Construction/Trade	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/10 ft. (RES)	–
087	Truck Terminal	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
088	Airport Support Facility	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/20 ft. (RES)	Yes

089	Warehouse/Storage	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
090	Professional Office	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (RES)	Yes
091	Heavy Equipment Rental	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/10 ft. (RES)	Yes
092	Misc. Equipment Rental Facility	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/10 ft. (SF)	Yes
093	Auto Rental/Sales	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/10 ft.	I/20 ft. (RES)	Yes
094	Public/Private Parking	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/10 ft.	II/20 ft. (RES)	Yes
095	Motor Freight Repair	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/10 ft.	I/20 ft. (RES)	Yes
096	Heavy Equipment Repair	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	II/20 ft. (RES)	Yes
097	R and D/Testing	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/10 ft.	I/20 ft. (RES)	Yes
098	Commercial/Industrial Accessory Uses	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes

\*See SMC 15.14.090.

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

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

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

(Ord. 11-1002 § 3; Ord. 05-1014 § 4; Ord. 02-1029 § 4; Ord. 00-1037 § 6; Ord. 00-1033 § 9; Ord. 98-1025 § 2; Ord. 95-1016 § 21; Ord. 92-1041 § 1)

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
RETAIL/COMMERCIAL USES						
100	Hostel	III/10 ft.	V/5 ft	III/5 ft.	1/20 ft. (SF)	Yes
101	Hotel/Motel and Associated Uses	III/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	I/20 ft. (SF)	Yes
102	Forest Products	II/10 ft.	IV/5 ft.-V/5 ft	I/5 ft.	I/10 ft. (RES)	Yes
103	Hardware/Garden Material	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (RES)	Yes
104	Department/Variety Store	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (RES)	Yes
105	Food Store	IV/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	II/10 ft. (RES)	Yes
106	Agricultural Crop Sales (Farm Only)	III/5 ft.	-	II/5 ft.***	II/10 ft. (RES)***	Yes***
106.1	Produce Stand	IV/5 ft.	-	IV/5 ft.	-	-
107	Auto/Boat Dealer	III/10 ft.	IV/5 ft.-V/5 ft	II/5 ft.	I/20 ft. (RES)	Yes
108	Auto Supply Store	III/10 ft.	IV/5 ft.-V/5 ft	III/5 ft.	I/10 ft. (RES)	Yes
109	Gasoline/Service	III/5 ft.	IV/5 ft.-V/5 ft	III/5 ft.	I/10 ft.	Yes

	Station				(RES)**	
109.2	Automobile Repair	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/20 ft. (SF)	Yes
109.3	Automobile Service Center	II/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/20 ft. (SF)	Yes
110	Apparel/Accessory Store	III/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
111	Furniture Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
112	Fast Food/Restaurant	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/10 ft. (RES)	Yes
112.1	Retail Food Shop	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
112.2	Tavern	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
113	Drug Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
114	Liquor Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
115	Antique/Secondhand Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
116	Sporting Goods and Related Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
117	Media Material	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
118	Jewelry Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
119	Hobby/Toy Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
120	Photographic and Electronic Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
121	Fabric Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes

122	Florist Shop	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
123	Pet Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
124	Wholesale/Bulk Store	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
125	Beauty Salon	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
125.1	Laundromat	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
125.3	Commercial Marine Supplies	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
126	Other Retail Uses	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	II/10 ft. (SF)	Yes
127	Adult Entertainment	IV/10 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/6 ft.	–	Yes
128	Electric Vehicle Infrastructure – Battery Exchange Station and Level 3 Rapid Charging Station Only (1)	III/5 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	III/5 ft.	I/10 ft. (RES)	Yes

\*See SMC 15.14.090.

\*\*See SMC 15.13.109.

\*\*\* Does not apply in the residential zone.

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

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

(1) Required for rapid charging station only if it is a primary use on the property.

(Ord. 10-1024 § 2; Ord. 05-1014 § 4; Ord. 04-1010 § 9; Ord. 00-1037 § 7; Ord. 00-1033 § 10; Ord. 95-1016 § 21; Ord. 94-1048 § 4; Ord. 92-1041 § 1)

**15.14.060 Landscaping Standards for Manufacturing Uses**

USE #	LAND USE	STREET FRONTAGE (Type/Width)	BUILDING FACADE IF > 30 FT. HIGH OR > 50 FT. WIDE (Type/Width)	SIDE/REAR YARDS (Type/Width)	SIDE/REAR BUFFER FOR NON-COMPATIBLE ZONES (Type/Width)	PARKING LOT LANDSCAPE STANDARDS APPLICABLE*
<b>MANUFACTURING</b>						
130	Food Processing	III/20 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
131	Winery/Brewery	III/15 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
132	Textile Mill	II/20 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
133	Apparel/Textile Products	II/20 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
134	Wood Products	II/20 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/10 ft. (RES)	Yes
135	Furniture/Fixtures	III/15 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/10 ft. (RES)	Yes
136	Paper Products	III/15 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/10 ft. (RES)	Yes
137	Printing/Publishing	III/15 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/10 ft. (RES)	Yes
138	Chemical/Petroleum Products	I/10 ft.	<del>III/5 ft.</del> <u>V/5 ft</u>	I/10 ft.	I/20 ft. (RES)	Yes
138.5	Biomedical Product Facility	III/15 ft.	<del>IV/5 ft.</del> <u>V/5 ft</u>	II/5 ft.	I/20 ft. (RES)	Yes
139	Rubber/Plastic/Leather/Mineral Products	I/10 ft.	<del>III/5 ft.</del> <u>V/5 ft</u>	I/10 ft.	I/20 ft. (RES)	Yes
140	Primary Metal Industry	I/10 ft.	<del>III/5 ft.</del> <u>V/5 ft</u>	I/10 ft.	I/20 ft. (RES)	Yes

141	Fabricated Metal Products	I/10 ft.	III/5 ft. <u>V/5 ft</u>	I/10 ft.	I/20 ft. (RES)	Yes
142	Commercial/Industrial Machinery	II/10 ft.	IV/5 ft. <u>V/5 ft</u>	II/10 ft.	I/20 ft. (RES)	Yes
143	Computer/Office Equipment	III/10 ft.	IV/5 ft. <u>V/5 ft</u>	III/5 ft.	II/10 ft. (RES)	Yes
144	Electronic Assembly	III/10 ft.	IV/5 ft. <u>V/5 ft</u>	III/5 ft.	II/10 ft. (RES)	Yes
145	Aerospace Equipment	III/10 ft.	IV/5 ft. <u>V/5 ft</u>	III/5 ft.	II/10 ft. (RES)	Yes
146	Misc. Light Manufacturing	III/10 ft.	IV/5 ft. <u>V/5 ft</u>	II/10 ft.	I/10 ft. (RES)	Yes
147	Tire Retreading	I/20 ft.	IV/5 ft. <u>V/5 ft</u>	I/10 ft.	I/20 ft. (RES)	Yes
148	Recycling Products	II/20 ft.	IV/5 ft. <u>V/5 ft</u>	I/5 ft.	I/10 ft. (RES)	Yes
149	Towing Operation	II/10 ft.	–	I/5 ft.	I/10 ft. (RES)	–
150	Auto Wrecking	II/10 ft.	–	I/5 ft.	I/10 ft. (RES)	–
151	Self-Service Storage	III/10 ft.	IV/5 ft. <u>V/5 ft</u>	II/5 ft.	I/10 ft. (RES)	–
152	Off-Site Hazardous Waste Treatment and Storage Facilities	II/10 ft.	IV/5 ft. <u>V/5 ft</u>	II/10 ft.	I/10 ft. (RES)	Yes
153	Batch Plant	I/20 ft.	IV/5 ft. <u>V/5 ft</u>	I/20 ft.	I/35 ft. (RES)	Yes

\*See SMC 15.14.090.

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

**Section 2.** Section 15.15.030 of the SeaTac Municipal Code is hereby amended as follows:

### 15.15.030 Parking Space Requirements for Residential Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
RESIDENTIAL USES		
001	Single-Family (Detached Unit)*	2 per dwelling unit
001A	Single Attached Dwelling Unit	2 per dwelling unit
002	Duplex*	1.25 per dwelling unit
003	Townhouses*	<del>4.25</del> <u>2 per dwelling unit, plus 0.25/unit for visitor parking</u>
004	Multi-family*	
	Studio Unit	1 per dwelling unit
	1 Bedroom Unit	1.5 per dwelling unit
	2 – 3 Bedroom Unit	2 per dwelling unit
005	<u>Senior Citizen Multi-Assisted Living Facility</u>	<del>1.25 per dwelling unit</del> *** <u>0.25 per unit/room</u>
005.1	<u>Continuing Care Retirement Community</u>	<u>0.25 per assisted living unit/room; 0.75 per retirement apartment dwelling unit; 1/5 beds for convalescent/nursing care</u>
005.2	<u>Retirement Apartments</u>	<u>0.75 per dwelling unit</u>
006	Manufactured Home	2 per dwelling unit
006A	Mobile Home	2 per dwelling unit
007	Bed and Breakfast/Guesthouse	1 per bedroom, plus 2 for residents

008	Community Residential Facility I	2 per dwelling unit
008a	Community Residential Facility II	**
008b	Transitional Housing	**
008c	Halfway House	**
009	Overnight Shelter	**
010	Convalescent Center/Nursing Home	1 per 5 beds
011	Mobile Home Park	2 per dwelling unit
013	College Dormitory	1.5 per bedroom
ACCESSORY USES		
018	Home Occupation	-
019	Shed/Garage	-

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

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

~~\*\*\*For low/moderate income senior housing, the ratios may be modified by a parking plan based on the projected need of the population served. Such plan must be approved by the City Manager or designee. Minimum ratio must be 0.8 parking space per unit.~~

(Ord. 01-1019 § 1; Ord. 01-1011 § 6; Ord. 00-1033 § 11; Ord. 99-1005 § 7; Ord. 95-1016 § 22; Ord. 95-1012 § 1; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Recreational/Cultural Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
RECREATION/CULTURAL USES		
022	Community Center	1 per 400 sf of building, plus 1 per employee
023	Golf Course	3 per hole, plus 1 per employee
024	Theater	1 per 3 fixed seats, plus 1 per employee
025	Drive-In Theater	-
026	Stadium/Arena	1 per 3 fixed seats, plus 1 per employee
027	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
028	Library	1 per 200 sf of building
029	Museum	1 per 200 sf of building
030	Conference/Convention Center	1 per 3 fixed seats, plus 1 per 40 sf for assembly areas without fixed seats
031	Cemetery	1 per 40 sf of chapel area, plus 1 per employee
032	Private/Public Stable	1 per 2 stalls
033	Park	1 space for each 3 users at maximum utilization
034	Religious Use Facility	1 per 4 fixed seats, or 1 per 40 sf of gfa used for assembly purposes without fixed seats

035	Religious Use Facility, Accessory	1 per 500 gsf
036	Recreational Center	1 per 400 sf of building
036.5	Health Club	1 per 150 sf of leasable space
037	Arcade (Games/Food)	1 per 250 sf of building
038	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*
EXCEPTIONS		
	Bowling Center	5 per lane, plus 1 per employee
	Golf Driving Range	1 per tee, plus 1 per employee

\*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.

(Ord. 08-1001 § 4; Ord. 04-1010 § 10; Ord. 95-1016 § 22; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for General, Educational and Health Services Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
GENERAL SERVICES USES		
042	Communications Facility	1 per 250 sf

043	Dry Cleaner	1 per 250 sf of building
046	Funeral Home/Crematory	1 per 40 sf of chapel area, plus 1 per employee
047	Veterinary Clinic	1 per 300 sf of building area
048	Kennel	1 space per 12 animal enclosures 1 space per 250 sf of retail sales area 2 spaces for a dwelling unit
049	Day Care I	2 per facility, plus 1 per employee
050	Day Care II	2 per facility (minimum), plus 1 per employee, and 1 load/unload space per every 10 children
051	General Repair	1 per 250 sf of building
EDUCATIONAL USES		
055	Elementary – Jr. High	1 per 50 students, 1 per faculty member
056	High School	1 per 35 students, 1 per faculty member
057	Vocational School	1 per employee, 1 per 10 students
058	Specialized Instruction School	1 per employee, 1 per 2 students
059	College/University	1 per employee, 0.7 per student
HEALTH SERVICES USES		
062	Office/Clinic (Outpatient)	1 per 275 sf of building
064	Hospital	1 per bed plus 5 per each 2 employees

065	Medical/Dental Lab	1 per 300 sf of building
066	Miscellaneous Health	1 per 300 sf of building
067	Opiate Substitution Treatment Facility	1 per 275 sf of building, unless modified by a parking plan as part of the CUP-EPF process

(Ord. 04-1010 § 10; Ord. 03-1017 § 6; Ord. 97-1009 § 5; Ord. 95-1016 § 22; Ord. 94-1006 § 13; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Government/Office, Business Uses**

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

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

097	R and D/Testing	1 per 300 sf
098	Commercial/Industrial Accessory Uses	1 per 300 sf

(Ord. 02-1029 § 5; Ord. 00-1033 § 12; Ord. 98-1025 § 3; Ord. 95-1016 § 22; Ord. 92-1041 § 1)

### 15.15.030 Parking Space Requirements for Retail/Commercial Uses

USE #	LAND USE	MINIMUM SPACES REQUIRED
RETAIL/COMMERCIAL USES		
100	Hostel	0.5 per bed
101	Hotel/Motel and Associated Uses	
	Basic Guest and Employee (no shuttle service)	.9 per bedroom
	Basic Guest and Employee (with shuttle service)	.75 per bedroom
	with restaurant/lounge/bar	1 per 150 gsf
	with banquet/meeting room	1 per 150 gsf
	Retail: 15,000 gsf or less	1 per 1,000 gsf
	Retail: greater than 15,000 gsf	1.5 per 1,000 gsf
102	Forest Products	1 per employee
103	Hardware/Garden Material	1 per 250 sf of leasable space
104	Department/Variety Store	1 per 250 sf of leasable space

105	Food Store	
	at least 15,000 sf	1 per 250 sf of leasable space
	less than 15,000 sf	3, plus 1 per 300 sf
106	Agricultural Crop Sales (Farm Only)	1 per 250 sf of leasable space
106.1	Produce Stand	1 per 250 sf of gross floor area, plus 1 per employee
107	Auto/Boat Dealer	1 per 300 sf of building, plus 1 per employee
108	Auto Supply Store	1 per 250 sf of leasable space
109	Gasoline/Service Station	
	without grocery store attached	1 per employee, plus 1 per service bay
	with grocery store attached	1 per employee, plus 1 per 200 sf of store area
109.2	Automobile Repair	2 spaces per service bay
109.3	Automotive Service Center	4 spaces, plus 6 stacking spaces
110	Apparel/Accessory Store	1 per 250 sf of leasable space
111	Furniture Store	1 per 300 sf of building
112	Fast Food/Restaurant	1 per 150 sf of leasable space (plus 5 stacking spaces with drive-through)
112.1	Retail Food Shop	1 per 250 sf of leasable space
112.2	Tavern	1 per 250 sf of leasable space
113	Drug Store	1 per 250 sf of leasable space

114	Liquor Store	1 per 250 sf of leasable space
115	Antique/Secondhand Store	1 per 250 sf of leasable space
116	Sporting Goods and Related Store	1 per 250 sf of leasable space
117	Media Material	1 per 250 sf of leasable space
118	Jewelry Store	1 per 250 sf of leasable space
119	Hobby/Toy Store	1 per 250 sf of leasable space
120	Photographic and Electronic Store	1 per 250 sf of leasable space
121	Fabric Store	1 per 250 sf of leasable space
122	Florist Shop	1 per 250 sf of leasable space
123	Pet Store	1 per 250 sf of leasable space
124	Wholesale/Bulk Store	1 per 250 sf of leasable space
125	Beauty Salon	1 per 200 sf of gross floor area
125.1	Laundromat	1 per 250 sf of leasable space
125.2	Espresso Stand	1 per 150 sf of gross floor area, plus 3 stacking spaces with drive-through
125.3	Commercial Marine Supply	1 per 1,000 sf of gross floor area, plus 1 space per employee
126	Other Retail Uses	1 per 250 sf of gross floor area
127	Adult Entertainment	

128	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)
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(Ord. 10-1024 § 3; Ord. 04-1010 § 10; Ord. 00-1033 § 13; Ord. 95-1016 § 22; Ord. 93-1036 § 11; Ord. 92-1041 § 1)

**15.15.030 Parking Space Requirements for Manufacturing Uses**

USE #	LAND USE	MINIMUM SPACES REQUIRED
MANUFACTURING USES		
130	Food Processing	1 per employee, plus 1 per 500 sf of building
131	Winery/Brewery	1 per employee, plus 1 per 40 sf of tasting area
132	Textile Mill	1 per employee, plus 1 per 500 sf of building
133	Apparel/Textile Products	1 per employee, plus 1 per 500 sf of building
134	Wood Products	1 per employee, plus 1 per 500 sf of building
135	Furniture/Fixtures	1 per employee, plus 1 per 500 sf of building
136	Paper Products	1 per employee, plus 1 per 500 sf of building
137	Printing/Publishing	1 per employee, plus 1 per 500 sf of building
138	Chemical/Petroleum Products	1 per employee, plus 1 per 500 sf of building
138.5	Biomedical Product Facility	1 per 500 sf of gross floor area, plus 1 space

		per employee
139	Rubber/Plastic/Leather/Mineral Products	1 per employee, plus 1 per 500 sf of building
140	Primary Metal Industry	1 per employee, plus 1 per 500 sf of building
141	Fabricated Metal Products	1 per employee, plus 1 per 500 sf of building
142	Commercial/Industrial Machinery	1 per employee, plus 1 per 500 sf of building
143	Computer/Office Equipment	1 per employee, plus 1 per 500 sf of building
144	Electronic Assembly	1 per employee, plus 1 per 500 sf of building
145	Aerospace Equipment	1 per employee, plus 1 per 500 sf of building
146	Misc. Light Manufacturing	1 per employee, plus 1 per 500 sf of building
147	Tire Retreading	1 per employee, plus 1 per 500 sf of building
148	Recycling Products	1 per 1,000 sf or 1 per employee, whichever is greater
149	Towing Operation	1 per employee (designated)
150	Auto Wrecking	1 per employee (designated), plus 3 for customers
151	Self-Service Storage	1 per employee (designated), plus 3 for customers
152	Off-Site Hazardous Waste Treatment and Storage Facilities	1 per employee, plus 1 per 500 sf of building
153	Batch Plant	1 per employee, plus 1 per 500 sf of building

(Ord. 99-1003 § 3; Ord. 95-1016 § 22; Ord. 92-1041 § 1)

**Section 3.** Section 15.20.048 of the SeaTac Municipal Code is hereby amended as follows:

**15.20.048 Temporary Off-Site Construction Staging and Parking for Construction Workers at Religious Use Facilities and School Facilities**

The City Manager or designee may issue a temporary and revocable permit for off-site construction staging and construction worker parking subject to the following requirements and criteria:

- A. The off-site construction staging and parking is allowed only for the duration of the construction;
- B. The off-site construction staging and parking is located within one quarter mile of the construction site ~~one and one-half (1-1/2) miles of the construction site;~~
- C. A “traffic plan” shall be submitted. The plan shall illustrate the travel route(s) construction workers will use to access and depart the site. Travel routes to the site shall minimize traffic impacts to residential areas;
- D. The construction staging and parking surface shall, at a minimum, consist of gravel or other approved surface that will minimize erosion and provide for storm drainage controls;
- ~~D. For religious use facilities, if the routes the construction workers use to access and depart the site pass by a public/private school, the applicant shall stagger the hours of the arrival and departure from the site to minimize the conflicts between pedestrian and vehicular traffic of children arriving and departing the school site;~~
- E. If the off-site construction staging and parking is adjacent to a residential zone, the use of the property ~~for off-site parking~~ shall only be from ~~5:00~~ 7:00 a.m. to ~~6:00~~ 10:00 p.m., weekdays only. Additional days or hours of use may be authorized by the ~~Director of Community and Economic Development~~ City Manager or designee;
- F. The property is used only for construction staging and the parking of the personal vehicles used by the construction workers. ~~No heavy vehicles or equipment may be stored on the site;~~
- G. The City Manager or designee may authorize off-site construction worker parking only at religious use facilities or school facilities located within one and one-half (1-1/2) miles of the construction site. If a religious use facility is used and the routes construction workers use to access and depart the site pass by a public or private school facility, the applicant shall stagger the hours of arrival and departure from the site to minimize the conflicts between pedestrian and vehicular traffic of students arriving and departing the school site. In addition, the ~~The~~

construction worker parking ~~does~~ shall not occupy parking spaces necessary for the primary use of the site during their normal operating hours;

i. Parking shall be on an existing paved surface. No additional off-street parking spaces may be created; and

ii. The site must be within one-quarter (1/4) mile of a “principal” or “minor” arterial.

~~J.H.~~ Adjacent property owners, as determined by the City Manager or designee ~~Director of Community and Economic Development~~, shall be notified of the proposed construction staging and /or construction worker parking prior to the decision to issue a temporary use permit. The cost of this notification shall be borne by the applicant.

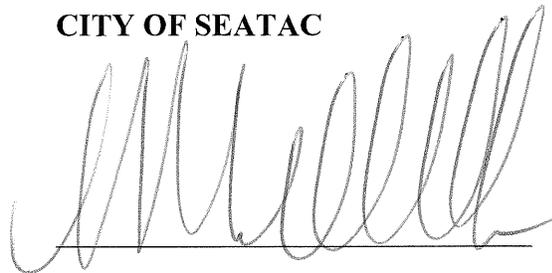
~~K.I.~~ In the case where off-site construction staging and construction worker parking will be on a site for more than one (1) year, the applicant shall renew their TUP on an annual basis. (Ord. 11-1001 § 2)

**Section 4.** 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 5.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

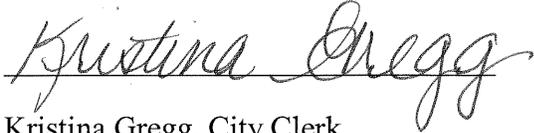
ADOPTED this 12<sup>th</sup> day of NOVEMBER, 2014, and signed in authentication thereof on this 12<sup>th</sup> day of NOVEMBER, 2014.

CITY OF SEATAC

A handwritten signature in black ink, appearing to read 'Mia Gregerson', written over a horizontal line.

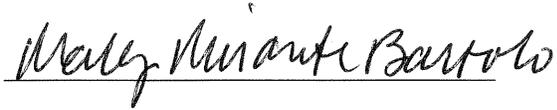
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date: 11/22/14 ]

[Temporary construction staging yards; building façade landscaping; townhouse parking standards]

**ORDINANCE NO 14-1019**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, setting the 2015 property tax levy, and establishing the amount to be levied by taxation in 2015 on the assessed valuation of the property of the City.

**WHEREAS**, the City Council of the City of SeaTac has considered its budget for calendar year 2015 as part of its 2015-2016 Biennial Budget review and modification process; and

**WHEREAS**, RCW 84.52 requires that, upon fixing of the amount of property taxes to be levied, the City Clerk shall certify the same to the Clerk of the King County Council; and

**WHEREAS**, RCW 84.55 as amended in 1997 by Referendum 47, requires a statement of any increased tax in terms of both dollar amount and percentage change from the previous year; and

**WHEREAS**, During 2013 and 2014, the city was further limited below the 101% limit to a levy rate of \$3.10 per \$1,000 of assessed valuation; and

**WHEREAS**, due to decreased assessed valuations and other limitations included in Washington State Laws, the amount levied for the past two years has been significantly below the 101% limit factor from 2012 for the City of SeaTac in the amount of \$13,031,356, and has resulted in a property tax revenue authority loss of over \$1 million dollars from the 2012 levy amount; and

**WHEREAS**, the King County Assessor, has submitted an estimated assessed valuation of all taxable property situated within the boundaries of the City equal to a rounded \$4.2 billion; and

**WHEREAS**, the SeaTac City Council, after hearing and after duly considering all

relevant evidence and testimony presented, determined that the City of SeaTac requires a regular levy in the amount of \$13,161,670 (a 1% increase over the 2012 limit factor) plus any increase for the amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest;

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

**SECTION 1. Estimated Amount to be Collected by Ad Valorem Taxation.**

The amount of revenue to be collected by the City in the fiscal year 2015 by taxation on the assessed valuation of all taxable property situated within the boundaries of the City is estimated to be an amount of \$13,330,732.

**SECTION 2. Increase in Property Tax Revenue From the Previous Year.**

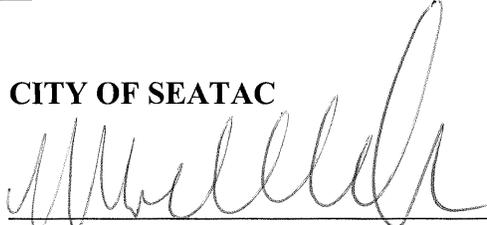
The 2015 levy amount includes increases from (1) increase necessary to recover to the 2012 limit factor amount. Per the King County Assessor, the estimated amount of this increase over last year's levy is \$738,420 or 5.93% (2) new construction and improvements to property, (3) increase in the value of state-assessed property, and (4) amounts authorized by law as a result of any annexations that have occurred, as well as applicable refunds (\$20,837) already made.

**SECTION 3. Effective Date.**

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

ADOPTED this 12<sup>th</sup> day of NOVEMBER, 2014, and signed in authentication thereof  
on this 12<sup>th</sup> day of NOVEMBER, 2014.

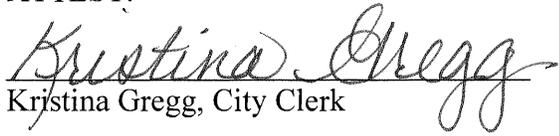
CITY OF SEATAC



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Mia Gregerson, Mayor

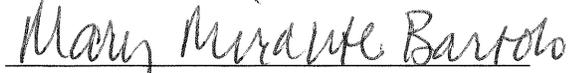
ATTEST:



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Kristina Gregg, City Clerk

Approved as to Form:



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Mary E. Mirante-Bartolo, City Attorney

[Effective Date: 11/22/14]

[2015 Ad Valorem Property Tax Levy]

**ORDINANCE NO. 14-1020**

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

**WHEREAS**, the City Council has considered the various department budget requests at a series of public meetings, has heard and made adjustments to the joint City Manager and Budget Working Group's recommended budget and

**WHEREAS**, the City budget set forth anticipated revenues and expenditures for the forthcoming years; and

**WHEREAS**, the City Council has published notification in advance of a public hearing and held a public hearing on November 12, 2014 at the regular City Council meeting to provide an opportunity for public input; and

**WHEREAS**, State Law, Chapter 35A.34 RCW requires the adoption of a budget prior to beginning of the next fiscal year;

**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 adopted with a total 2016 ending fund balance in the amount of \$39.4 million for all budgeted funds. The City's 2015-2016 biennial budget is attached as Exhibit A, and includes budgeted revenues and expenditures for the 2015-2016 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed.

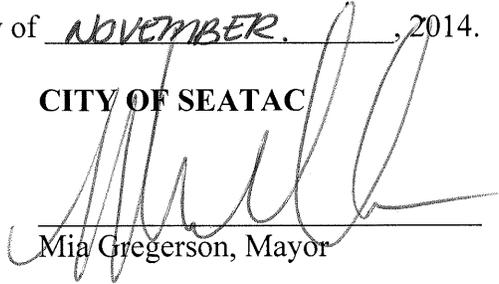
**Section 2.** The 2015-2020 Capital Improvement Plan (CIP), which is attached as Exhibit B, is incorporated as part of the City's 2015-2016 Biennial Budget. The first two years of the CIP were reviewed as part of the setting of the City's 2015-2016 Biennial Budget, and the revenues and expenditures for the 2015-2016 biennium are incorporated in Exhibit A.

**Section 3.** The 2015-2016 Salary Schedule, which is attached as Exhibit C, is incorporated as part of the City's 2015-2016 Biennial Budget.

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

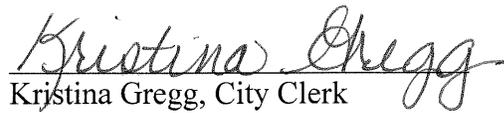
ADOPTED this 12<sup>th</sup> day of NOVEMBER., 2014, and signed in authentication thereof on this 12<sup>th</sup> day of NOVEMBER., 2014.

CITY OF SEATAC



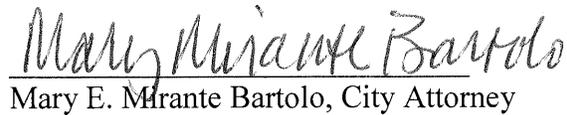
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 11/22/14 ]

[2015-2016 Biennial Budget Ordinance]

**CITY OF SEATAC**  
**2015-2016 BIENNIAL BUDGET: EXHIBIT A**

**2015-2016 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$166,926,756**

FUND	BEGINNING	REVENUES	EXPENDITURE	ENDING
	BALANCE	& OTHER SOURCES	APPROPRIATION	BALANCE
	2015-2016	2015-2016	2015-2016	2015-2016
001 General Fund	\$ 7,686,435	\$ 72,250,947	\$ 69,984,179	\$ 9,953,203
102 Street Fund	8,531,781	15,394,742	15,510,793	8,415,730
105 Port ILA	1,299,848	1,250	45,470	1,255,628
106 Transit Planning	138,350	657,280	657,080	138,550
107 Hotel/Motel Tax	6,696,335	2,022,422	2,670,003	6,048,754
108 Building Management	1,341,000	3,022,900	1,981,669	2,382,231
110 Facility Repair & Replacement	87,653	200,100	283,058	4,695
111 Des Moines Creek Basin ILA	1,248,851	725,232	738,616	1,235,467
206 2009 LTGO Bond Fund	10,802	691,020	691,000	10,822
301 Municipal Capital Improvements	258,682	4,211,949	3,466,634	1,003,997
306 Municipal Facilities CIP	3,274,810	1,183,000	4,456,656	1,154
307 Transportation CIP	866,375	21,037,000	20,868,408	1,034,967
308 Light Rail Station Areas CIP	1,804,772	1,500	1,750,000	56,272
403 SWM Utility	4,464,204	5,414,705	2,094,492	7,784,417
501 Equipment Rental	1,356,889	1,045,922	2,348,475	54,336
<b>TOTAL BIENNIAL BUDGET</b>	<b>\$39,066,787</b>	<b>\$127,859,969</b>	<b>\$127,546,533</b>	<b>\$39,380,223</b>

**2015 BUDGET PORTION FOR MANAGEMENT PURPOSES**

	FY 2015	FY 2015	FY 2015	FY 2015
001 General Fund	\$ 7,686,435	\$ 36,137,243	\$ 34,636,147	\$ 9,187,531
102 Street Fund	8,531,781	7,558,965	9,846,184	6,244,562
105 Port ILA	1,299,848	750	22,735	1,277,863
106 Transit Planning	138,350	320,256	320,156	138,450
107 Hotel/Motel Tax	6,696,335	997,789	1,342,790	6,351,334
108 Building Management	1,341,000	1,529,700	1,078,944	1,791,756
110 Facility Repair & Replacement	87,653	100,050	183,059	4,644
111 Des Moines Creek Basin ILA	1,248,851	361,804	350,808	1,259,847
206 2009 LTGO Bond Fund	10,802	347,510	347,500	10,812
301 Municipal Capital Improvements	258,682	1,977,399	1,866,484	369,597
306 Municipal Facilities CIP	3,274,810	1,183,000	4,456,656	1,154
307 Transportation CIP	866,375	10,773,500	11,131,040	508,835
308 Light Rail Station Areas CIP	1,804,772	750	1,250,000	555,522
403 SWM Utility	4,464,204	2,707,794	1,296,020	5,875,978
501 Equipment Rental	1,356,889	514,947	1,290,252	581,584
<b>TOTAL BUDGET</b>	<b>\$39,066,787</b>	<b>\$64,511,467</b>	<b>\$ 69,418,775</b>	<b>\$34,159,469</b>

**2016 BUDGET PORTION FOR MANAGEMENT PURPOSES**

	FY 2016	FY 2016	FY 2016	FY 2016
001 General Fund	\$ 9,187,531	\$ 36,113,704	\$ 35,348,032	\$ 9,953,203
102 Street Fund	6,244,562	7,835,777	5,664,609	8,415,730
105 Port ILA	1,277,863	500	22,735	1,255,628
106 Transit Planning	138,450	337,024	336,924	138,550
107 Hotel/Motel Tax	6,351,334	1,024,633	1,327,213	6,048,754
108 Building Management	1,791,756	1,493,200	902,725	2,382,231
110 Facility Repair & Replacement	4,644	100,050	99,999	4,695
111 Des Moines Creek Basin ILA	1,259,847	363,428	387,808	1,235,467
206 2009 LTGO Bond Fund	10,812	343,510	343,500	10,822
301 Municipal Capital Improvements	369,597	2,234,550	1,600,150	1,003,997
306 Municipal Facilities CIP	1,154	-	-	1,154
307 Transportation CIP	508,835	10,263,500	9,737,368	1,034,967
308 Light Rail Station Areas CIP	555,522	750	500,000	56,272
403 SWM Utility	5,875,978	2,706,911	798,472	7,784,417
501 Equipment Rental	581,584	530,975	1,058,223	54,336
<b>TOTAL BUDGET</b>	<b>\$34,159,469</b>	<b>\$63,348,512</b>	<b>\$58,127,758</b>	<b>\$39,380,223</b>

**ORDINANCE NO. 14-1021**

**AN ORDINANCE** of the City Council of the City of SeaTac, Washington, amending Section 12.10.225 of the SeaTac Municipal Code, related to the Surface and Stormwater rate structure.

**WHEREAS**, the City of SeaTac's Surface Water Utility provides essential services including collecting stormwater runoff and discharging it to surface waters; and

**WHEREAS**, a Surface Water Utility fee increase is necessary to offset the cost of the City's Utility Tax;

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

**Section 1.** Section 12.10.225 of the SeaTac Municipal Code is hereby amended to read as follows:

**12.10.225 Rate structure.**

A. Surface water management service charges shall be based on the relative contribution of increased surface and storm water runoff from a given parcel to the surface and storm water management system, a pro rata share of City-wide surface water management services, and the policy considerations adopted at SMC 12.10.220. The percentage of impervious surfaces on the parcel and the total parcel acreage will be used to indicate the relative contribution of increased surface and storm water runoff from the parcel to the surface and storm water management system. The relative contribution of increased surface and storm water runoff from each parcel determines that parcel's share of the program's revenue needs. The service charge revenue needs of the program are based upon all or any part, as determined by the Council with advice of the Department of Public Works, of the cost and expense within the service area of maintaining and operating surface water control facilities, all or any part of the cost and expense of planning,

designing, establishing, acquiring, developing, constructing, and improving any of such facilities, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for such purpose.

B. The Department of Public Works shall determine the service charge for each parcel within the service area by the following methodology: Residential parcels shall receive a flat rate. Parcels shall be classified into the appropriate rate category in subsection C of this section by their percentage of impervious surface coverage. Land use codes and data collected from parcel investigations will be used to determine each parcel's percentage of impervious surface coverage. After a parcel has been assigned to the appropriate rate category, the service charge for the parcel will be calculated by multiplying the total acreage of the parcel times the rate of that category.

C. There is imposed upon all developed properties in the service area annual service charges as identified below effective January 1, 2014, and increased thereafter by ~~26.85~~34.65 percent (~~26.85~~34.65%) on January 1, 2015, 4.88 percent (4.88%) on January 1, 2017, and 6.55 percent (6.55%) on January 1, 2018:

**Impervious Surface**

<b>Class</b>	<b>Percentage</b>	<b>Rate</b>
Residential NA (R) *		\$99.63/parcel/year
Very Light (VL)	0 – 10%	\$59.56/acre/year

Light (L) 10 – 20% \$202.75/acre/year

Moderate 20 – 45% \$419.93/acre/year

(M) \*\*

Moderately 45 – 65% \$810.98/acre/year

Heavy

(MH) \*\*

Heavy (H) 65 – 85% \$1,028.74/acre/year

\*\*

Very 85 – 100% \$1,347.62/acre/year

Heavy

(VH) \*\*

City Roads, NA \*\*\*

State

Highways

\* The charge for a residential parcel which is owned by and is the personal residence of a person or persons determined by the King County Assessor as qualified for a low income senior citizen rate adjustment or a low income disabled citizen rate adjustment pursuant to RCW 84.36.381, or as the same may hereafter be amended, shall be 36.1 percent (36.1%) of the residential rate set forth above.

\*\* The minimum service charge for parcels within the VL class shall be equivalent to the charge for one (1) acre in the VL class, and the minimum service charge for parcels within the L, M, MH, H, and VH classes shall be equivalent to the residential rate.

\*\*\* The rate charged to the City of SeaTac for roads shall be 26.3 percent (26.3%) of the rate for comparable developed parcels. The rate charged to the Washington State Department of Transportation for public highways, roads and rights-of-way will be determined in accordance with RCW 90.03.525.

D. The rate charged mobile home parks shall be seventy-five percent (75%) of the residential rate multiplied by the total number of spaces available for rent or lease.

E. Nonresidential parcels upon which are located one (1) or more retention/detention/infiltration facility, or equivalent, designed, engineered, and maintained to the standards of the Surface Water Design Manual shall be entitled, upon application, to a rebate equal to twenty-five percent (25%) of the surface water management fee which would be applicable to the acreage served by each facility multiplied by the surface water management fee applicable to that acreage. Application for rebates shall be submitted prior to October 31st of each year in which a rebate is requested. Applications shall include documentation that the retention/detention facility, or equivalent, has been maintained in accordance with the requirements of Appendix A of the Surface Water Design Manual. If all maintenance has been performed as required by the said Appendix A, the rebate will be forwarded to the applicant prior to December 1st of the said year; provided, that the annual surface water management fee applicable to that year has been paid in full.

F. Nonresidential parcels containing designed and engineered infiltration facilities which can demonstrate one hundred percent (100%) infiltration of the required storm events (e.g., fifty percent (50%) of the two (2) year through one hundred percent (100%) of the fifty (50) year) for the entire parcel and can demonstrate maintenance to standards as identified in subsection E of this section shall be entitled, upon application, to an additional rebate equal to twenty percent (20%) of the surface water management fee for said parcel. Application for rebates shall be submitted prior to October 31st of each year in which a rebate is requested. Applications shall include documentation that the infiltration facilities, or equivalent, are infiltrating at the required design rate. Once said documentation is provided and confirmed, the rebate will be forwarded to the applicant prior to December 1st of the said year; provided, that the annual surface water management fee applicable to that year has been paid in full.

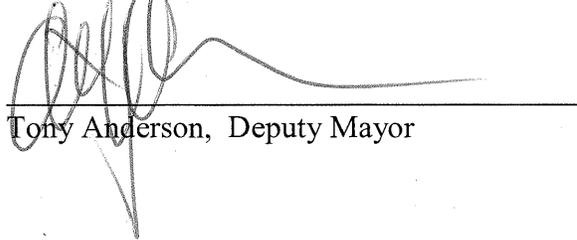
G. Parcels owned by a public school district shall be exempt from surface water management charges, pursuant to Section 9.08.060(B) of the King County Code.

H. The City Council, by ordinance, may supplement or alter charges within specific basins or subbasins of the service area so as to charge properties or parcels of one (1) basin or subbasin for improvements, studies, or maintenance which the Council deems to provide service or benefit the property owners of one (1) or more basin(s) or subbasin(s).

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

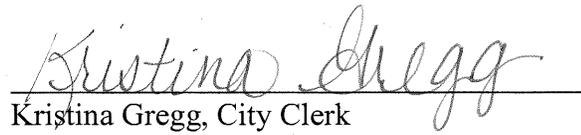
ADOPTED this 25<sup>th</sup> day of November, 2014, and signed in authentication thereof on this 25<sup>th</sup> day of November, 2014.

**CITY OF SEATAC**



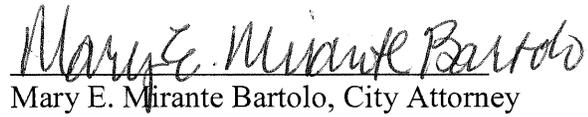
\_\_\_\_\_  
Tony Anderson, Deputy Mayor

ATTEST:



\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:



\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 12/31/14]

[Amend SMC 12.10.225]

**ORDINANCE NO. 14-1022**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, readopting Section 15.41 to the SeaTac Municipal Code, regarding interim development regulations for properties located within the Interim Angle Lake Station Area, and entering findings of fact supporting adoption of interim regulations.

**WHEREAS**, Sound Transit is currently extending light rail service to South 200<sup>th</sup> St. at 28<sup>th</sup> Ave. South, where a light rail station is being constructed; and

**WHEREAS**, light rail service to the new Angle Lake Station is anticipated to begin in late 2016; and

**WHEREAS**, transit oriented development in the Angle Lake Station Area would create significant economic opportunities which would benefit the City and its residents, help provide for creation of a mix of possible transportation improvements, housing, retail facilities, and public and private service facilities; and

**WHEREAS**, one of the six goals for 2013 established by the City Council is to “Foster a positive business environment and aggressively pursue economic development opportunities to attract and retain businesses and jobs while maintaining reasonable laws and regulations;” and

**WHEREAS**, one of the six goals for 2013 established by the City Council is to “Plan and construct infrastructure improvements in the South 200<sup>th</sup> Street Light Rail Station Area that increase the viability of commercial development while also engaging in strategic urban planning efforts to determine the highest and best land uses in this area, incorporating input from SeaTac residents and adjacent businesses, as well as the development community.” and

**WHEREAS**, review and consideration of interim development regulations for the Angle Lake Station Area is included in the adopted 2013-2014 Work Program for the Planning Commission; and

**WHEREAS**, the City Council finds that transit oriented development in the Angle Lake Station Area will be in the public interest; and

**WHEREAS**, current zoning in the area of this future light rail station allows a variety of public, residential, commercial and industrial uses; and

**WHEREAS**, some uses allowed within those zones may be incompatible with transit oriented development; and

**WHEREAS**, readopting interim standards will provide time for the completion of a community-supported plan that will define the Angle Lake Station Area, address its future development and result in recommendations for permanent development standards that reflect input from residents, business owners and area stakeholders; and

**WHEREAS**, RCW 36.70A.390 allows adoption of an interim zoning ordinance for a period of up to six (6) months; and

**WHEREAS**, the current interim development standards for the Interim Angle Lake Station Area expire on December 31, 2014; and

**WHEREAS**, City staff and the Planning Commission are about to complete a planning study/process for the Angle Lake Station Area; and

**WHEREAS**, on August 27, 2013, City staff transmitted a copy of the proposed standards to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106 and no comments have been received from any state agency; and

**WHEREAS**, the City's SEPA Responsible Official issued a Determination of Nonsignificance regarding the proposed standards on September 12, 2013 and no appeal of that decision has been filed; and

**WHEREAS**, the Planning Commission on November 18, 2014, has recommended the

interim standards be readopted by the Council; and

**WHEREAS**, notice of the December 9, 2014 public hearing on the interim standards was advertised as legally required; and

**WHEREAS**, the City Council held a public hearing on December 9, 2014, as required by RCW 35A.73.220 and RCW 36.70A.390 to readopt the Interim Standards; and

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

**Section 1.** Readopts Chapter 15.41 to the SeaTac Municipal Code, to read as follows:

**Chapter 15.41 Interim Angle Lake Station Area Overlay Standards**

**Sections:**

**15.41.010 Purpose**  
These interim zoning standards are established for the Interim Angle Lake Station Area for the period of time while an area plan and implementing regulations are developed. These interim standards are intended to limit land uses and development that could hinder transit oriented development while maintaining development opportunities for a wide range of transit supportive uses.

**15.41.020 Authority and Application**  
A. The provisions of this chapter shall apply to the Interim Angle Lake Station Area as delineated in the Interim Angle Lake Station Area Map (See SMC 15.41.050). This Chapter does not change the existing zone districts found within the Interim Angle Lake Station Area. Existing regulations in SMC Title 15, including SMC Chapter 15.12 – Zone Classification Use Charts and SMC 15.13.110 - Special Standards for the CB-C, ABC, UH-UCR and O/CM Zones shall apply to the extent not modified by this Chapter.

- B. The provisions of this chapter shall apply to all development meeting one (1) or more of the following thresholds:
1. All new construction requiring a building permit;
  2. Major Redevelopment as defined in SMC 15.10.396;

3. Additions or alterations to a building or site, excluding interior-only improvements, which equal fifty percent (50%) or greater of total assessed value (land and improvements).
- C. The provisions of this chapter shall not apply retroactive to the effective date of the adopting ordinance for:
1. All existing land uses and project permit applications that have been determined to be complete per SMC 16A.07.030, prior to the effective date of these standards shall be considered under the prior zoning standards.
  2. Any pending applications or approvals that have been properly vested in accordance with the provisions of RCW 36.70A and RCW 36.70B, or applicable Washington State case law.

**15.41.030 Port of Seattle Property within the Interim Station Area exempt**  
This Chapter does not apply to properties owned by the Port of Seattle because they are covered by the 2005 Interlocal Agreement (ILA-2).

**15.41.040 Intent**

The intent of these interim standards is to:

- Promote the development of a dynamic, mixed-use district of appropriate scale and magnitude surrounding the Angle Lake Station site;
- Stimulate real estate development within the interim station area that promotes long-term transit oriented development;
- Provide for a variety of housing types;
- Create an active, interesting, and interconnected pedestrian environment that facilitates access between the Angle Lake Station site and nearby residential, commercial, civic, recreational and institutional uses;
- Provide for connectivity of streets in the vicinity of the Angle Lake Station;
- Design and arrange structures, buildings, streets and open spaces to create an inviting, walkable, human-scale environment;
- Provide a sufficient density of employees, residents, and other users to support transit use;

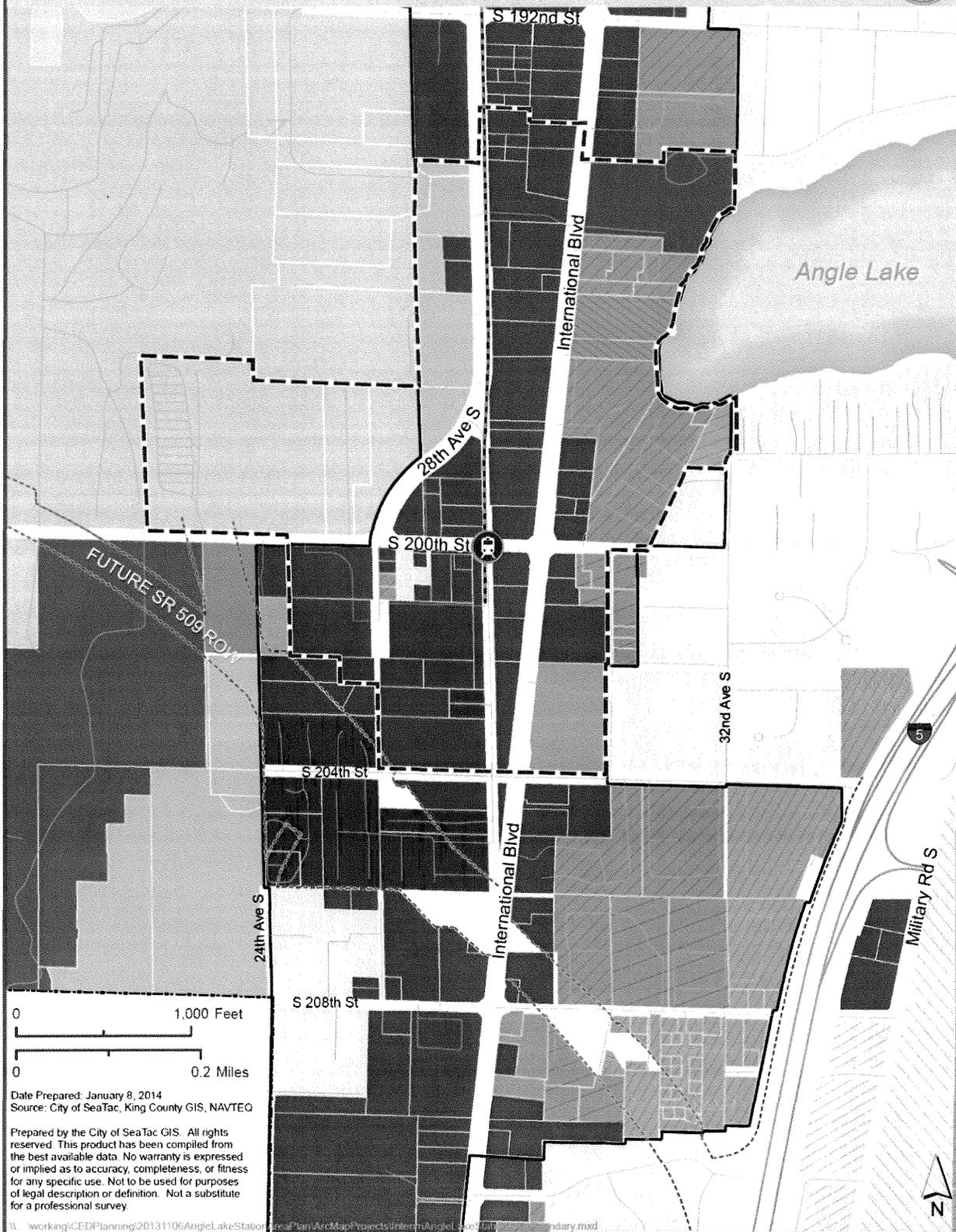
- Stimulate light rail access to the international airport and to businesses and residences in other light rail station areas within the city;
- Reduce dependence on automobile use by increasing the use of transit, providing opportunities for alternative modes of travel, and encouraging pedestrian and bicycle commuting.

**15.41.050 Interim Angle Lake Station Area Overlay Map**

The provisions of this chapter shall apply to the area delineated in this figure.

# INTERIM ANGLE LAKE STATION AREA

City of SeaTac



**15.41.060 Prohibited Uses**

- A. The following uses are prohibited within the Interim Angle Lake Station Area, because they are determined to not be consistent with transit oriented development or the intent of these standards. If the use lawfully existed prior to the effective date of these standards and became non-conforming due to these standards, then the existing use shall be considered legal non-conforming.
1. Automobile towing/storage operation
  2. Cold storage plants;
  3. Commercial equipment and construction, sales, service and rental of equipment;
  4. Junk yards and motor vehicle wrecking yards;
  5. Manufactured home sales;
  6. Recycling center;
  7. RV parks and campgrounds;
  8. Solid waste transfer stations;
  9. Warehousing and distribution.

**15.41.070 Administrative Conditional Uses**

- A. The uses listed in section 15.41.070 (B) below shall be considered conditional uses within Interim Angle Lake Station Area, because depending on location and design, they may not be compatible with transit oriented development or the intent of these standards. The Community and Economic Development Director may approve these uses, subject to the criteria found in Section 15.41.070 (C). Administrative Conditional Use Permits shall be processed as Type II Permits pursuant to SMC 16A.03, Development Review Code.
- B. The following uses shall only be allowed subject to the granting of an Administrative Conditional Use Permit:
1. Automobile and other motorized vehicle uses such as auto supply store, auto repair, auto rental and sales;
  2. Boat sales, repair and leasing;
  3. Car washes;
  4. Cemeteries, funeral homes and mortuaries;
  5. Commercial Marine Supply;
  6. Drive-through facilities;
  7. Furniture store;
  8. Gas station/service stations;
  9. Miscellaneous Equipment Rental;
  10. Public/private parking as a primary use;
  11. Truck terminal.

C. An Administrative Conditional Use Permit may be granted by the Community and Economic Development Director, subject to the following criteria:

1. The design of the project is compatible with the architecture and urban design elements found in Section 15.41.100;
2. The use will provide a minimum density of one employee for every 500 sq. ft. of gross floor area, exclusive of any parking facilities;
3. The use will be built in a compact form or manner to minimize the amount of land occupied;
4. The design will provide buildings that emphasize pedestrian access, comfort and visual interest, with safe separation from vehicle access to the site.

An applicant bears the burden of proof in demonstrating that the proposed use and development is consistent with the intent of these standards as found in Section 15.41.040.

**15.41.080      Unclassified Uses**

Any use that is not classified in SMC 15.12 – Zone Classification Use Chart shall follow SMC 15.12.011 – Classification of Unlisted Uses and Clarifications to determine if the proposed use is compatible within the Interim Angle Lake Station Area.

**15.41.090      Departures**

A. In order to provide greater flexibility and creativity of project designs, departures from the underlying zoning standards may be permitted, subject to the approval of the Director of Community and Economic Development upon finding that:

1. The strict interpretation or application of the underlying zoning standards would be inconsistent with the goals of these interim station area standards; and
2. It can be shown that the departure request would provide an equal or greater value to the overall project design.

B. In order to have a departure be considered, an applicant must complete the City of SeaTac Departure Worksheet. A separate worksheet is required for each departure request.

**15.41.100      Architecture and Urban Design**

These architecture and urban design elements are intended to augment and be used in conjunction with the applicable standards of the underlying zone.

- A. Building design elements, details and massing create a well proportioned and unified building form and exhibit an overall architectural concept.

- B. Primary building entrances are clearly visible from the street with buildings placed at the minimum front yard setback to the maximum extent possible.
- C. Provide convenient and attractive access to building entries to ensure comfort and security; provide sufficient lighting for pathways and entries; and provide weather protection for entry areas. Find opportunities for creating lively, pedestrian-oriented open space.
- D. Incorporate architecturally varied façade treatments that convey a sense of place.
- E. Incorporate human scale architectural features, elements and details.
- F. Exterior finish materials complement the building’s architectural character and include, but are not limited to, brick, concrete, metal, masonry units, cast stone, natural stone tile, stucco-panels, wood, or concrete board.
- G. Use architectural features to reduce building scale such as:
  - 1. Landscaping;
  - 2. Trellis;
  - 3. Complementary materials;
  - 4. Accent trim; or
  - 5. Modulation or articulation
- H. Avoid large blank walls facing the street, especially near sidewalks. Where blank walls are unavoidable, provide design treatment to increase pedestrian comfort and interest.
- I. Sidewalks are required along street frontages to provide connectivity and are wide enough to accommodate the volume and type of pedestrian traffic expected in the area.
- J. Overall design needs focus on the creation of a pleasant environment for the pedestrian so that pedestrian routes, such as sidewalks, are buffered from streets and parking facilities by locating buildings close to the sidewalks, by lining trees along the street, by buffering the sidewalk with landscaping and using pedestrian scale lighting.
- K. Incorporate into the design landscaping, including living plant material, special pavements, trellises, screen walls, planters, site furniture and similar features to enhance the project.

**15.41.110 Early Design Pre-Application Meeting**

An early Design Pre-Application meeting is required for any project proposed within the Interim Angle Lake Station Area. The purpose of this meeting is to help an applicant and design professional determine what standards, codes or other requirements will apply to their project and to provide an opportunity to discuss how the proposed project can be designed consistent with section 15.41.100. – Architecture and Urban Design.

**Section 2. Findings of Fact.** The City Council hereby finds and adopts the following findings of fact in support of readopting the interim development standards approved in Section 1 of this Ordinance:

- a) Sound Transit is currently extending light rail service to S. 200<sup>th</sup> Street and 28<sup>th</sup> Ave. South, where a new light rail transit station, plaza and parking garage will be constructed.
- b) The Angle Lake Station site is located within the City of SeaTac Urban Center.
- c) The SeaTac Comprehensive Plan encourages most of the City's commercial and residential growth to occur within the Urban Center's boundaries (Policy 1.1B).
- d) The area within generally ¼ to ½ mile of a light rail station is considered to be a potential "transit oriented development" district, where proximity to a light rail station generates new development and redevelopment of nearby properties that can provide economic opportunities within these areas and provide other benefits to the City and its residents.
- e) The City of SeaTac will complete the process of developing a future land use plan ("Angle Lake Station Area Plan") for the area by early 2015.
- f) The Angle Lake Station Area Plan will provide direction for permanent development regulations to encourage transit oriented development in the area.
- g) The re adoption of interim development standards for the interim Angle Lake Station Area will limit land uses and development that could hinder transit oriented development while maintaining development opportunities for a wide range of transit supportive uses.
- h) The re adoption of interim development standards is appropriate because it benefits the public health, safety and welfare of the City and its citizens.
- i) The re adoption of the interim standards is consistent with, and will work to further achieve goals established by the City Council.
- j) The "Whereas" clauses of this Ordinance also constitute specific findings by the Council in support of passage of this Ordinance.

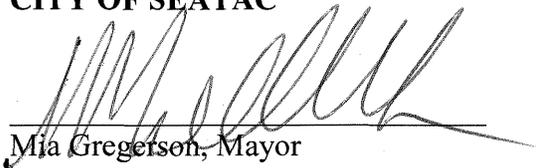
**Section 3.** The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

**Section 4.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

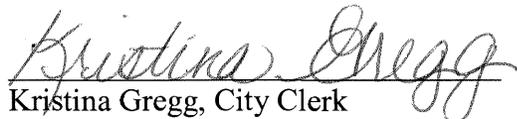
**Section 5.** This Ordinance shall be effective January 1, 2015 and shall expire June 30, 2015, unless extended or repealed according to law.

**ADOPTED** this 9<sup>th</sup> day of December, 2014, and signed in authentication thereof on this 9<sup>th</sup> day of December, 2014.

**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney

[Effective Date: January 1, 2015]

[Interim Angle Lake Station Area Regulations]