



**PROPOSED  
2018 INTERLOCAL AGREEMENT  
November 9, 2017**

DRAFT



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## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (“Agreement” or “ILA”) is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the PORT OF SEATTLE (“Port”), a Washington municipal corporation, and the CITY OF SEATAC (“City”), a Washington municipal corporation, collectively referred to as the “Parties.”

### **CHAPTER I: PREAMBLE**

1.1. WHEREAS, pursuant to Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, the Parties desire to enter into a new agreement with one another in order to jointly establish a mutual and cooperative system for exercising their respective jurisdictional authority to avoid disputes or potential claims and to obtain fair and equitable resolution of any potential disputes or claims;

1.2. WHEREAS, the Port owns and operates Seattle-Tacoma International Airport (“Sea-Tac Airport” or “Airport”) and owns other real property located within the boundaries of the City;

1.3. WHEREAS, the Parties previously entered into an Interlocal Agreement (“ILA-1”) dated September 4, 1997, along with Amendment #1 dated December 14, 1999, Amendment #2 dated December 15, 1999, Amendment #3 dated December 5, 2000, and Amendment #4 dated December 26, 2001, all of which expired on September 4, 2007;

1.4. WHEREAS, the Parties previously entered into another Interlocal Agreement (“ILA-2”) dated February 16, 2006, along with Amendment #1 dated September 11, 2007, Amendment #2 dated December 11, 2007, Amendment #3 dated November 8, 2013, and Amendment #4 dated December 30, 2015, all of which will expire on February 16, 2018;

1.5. WHEREAS, it is in the best interests of the Port, the City, and the community for the Parties to work together cooperatively to carry out the intent of this Agreement and to prevent potential claims, disputes and litigation;

1.6. WHEREAS, this ILA provides the best mechanism for ensuring the Parties place a high priority on a cooperative relationship in order to carry out the intent of this Agreement, and to avoid potential claims and disputes; and, to resolve any claims and disputes in a fair and equitable manner;

1.7. WHEREAS, Article XI, Section 11 of the Washington State Constitution grants the City broad authority to make and enforce within its limits all such local police, sanitary and other regulations as not in conflict with general law;

1.8. WHEREAS, RCW 35A.01.010 confers upon cities such as the City “the broadest powers of local self-government consistent with the Constitution of this state”;

1.9. WHEREAS, the State Legislature, through RCW 35A.01.010, directs that its legislative grants of municipal power to cities, “whether specific in terms or general terms, shall be liberally construed in favor of the municipality”;

1.10. WHEREAS, pursuant to RCW 35A.11.020, the City’s legislative body has been statutorily granted “all powers possible for a city or town to have under the Constitution of this state and not specifically denied to code cities by law. . . . In addition and not in limitation, the legislative body of each code city shall have any authority ever given to any class of municipality or to all municipalities of the state before or after the enactment of this title. . . .”;

1.11. WHEREAS, in addition to the broad Constitutional and statutory general grants of authority to the City, the State Legislature, through Chapters 35A.63, 36.70, 36.70A, and 36.70B RCW, has also made specific grants of authority with regard to planning and zoning;

1.12. WHEREAS, RCW 35A.63.060 requires every code city “to direct the planning agency to prepare a comprehensive plan for anticipating and influencing the orderly and coordinated development of land and building uses of the code city and its environs”;

1.13. WHEREAS, RCW 35A.63.100 grants the City authority to adopt ordinances and development regulations to implement the comprehensive plan, and the City must adopt a comprehensive plan and development regulations that comply with the mandates of the Growth Management Act, Chapter 36.70A RCW;

1.14. WHEREAS, the Growth Management Act, as provided by RCW 36.70A.510 and RCW 36.70A.547, “directs any city with an airport that benefits the general public to discourage, through its comprehensive plan and development regulations, the siting of incompatible uses adjacent to the airport”;

1.15. WHEREAS, RCW 35A.24.010 allows a code city to “exercise the powers relating to airport planning and zoning improvement and operations as authorized by Chapters 14.07, 14.08, 14.12 and 35A.63 RCW of this title and the procedures therein prescribed”;

1.16. WHEREAS, the Port is a Port District created and governed by the provisions of Title 53 RCW as well as other state statutes and regulations, the Washington Constitution, and other applicable authorities;

1.17. WHEREAS, in addition to the express and implied authority conferred by Title 53 RCW, the Port has supplemental authority as an “airport operator” under Chapter 14.08 RCW and as a “political subdivision” under Chapter 14.12 RCW to own and operate Sea-Tac Airport;

1.18. WHEREAS, airports are declared to be a public purpose and operated for the public necessity under RCW 14.08.020;

1.19. WHEREAS, RCW 14.08.330 provides that, subject to federal and state laws, rules, and regulations, the Port’s authority concerning the Airport includes “exclusive jurisdiction and control” and concurrent jurisdiction over adjacent territory described in



RCW 14.08.120(2), and that “no other municipality in which the airport or air navigation facility is located shall have any police jurisdiction over the same”;

1.20. WHEREAS, the Airport is subject to a broad variety of federal regulation over the use of funds used to control, operate, and improve the Airport, including grant assurances, which provide significant direction and control over the uses for which these funds can be made;

1.21. WHEREAS, RCW 53.08.220, which provides certain regulatory authority to all port districts, provides in relevant part: “A port district may formulate all needful regulations for the use . . . of any properties or facilities owned or operated by it . . . As to properties or facilities situated within a city . . ., such regulations must conform to and be consistent with the ordinances of the city. . . .”;

1.22. WHEREAS, RCW 14.08.120(2) provides the Port authority to adopt “all needed rules, regulations and ordinances for the management, government and use of any properties under its control, whether within or outside the territorial limits of the municipality” and “provide fire protection of the airport . . . to appoint airport guards or police, with full police powers”;

1.23. WHEREAS, RCW 82.02.050 authorizes the City “to impose impact fees on development activity as part of the financing for public facilities provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees”;

1.24. WHEREAS, RCW 36.70A.070(6)(a) requires the City to include in its Comprehensive Plan a transportation element that estimates travel and traffic impacts from development, establishes levels of service standards for locally-owned arterials and transit routes, and providing a plan to provide transportation facilities to meet established levels of service;

1.25. WHEREAS, the City and the Port signed a Letter of Understanding regarding the environmental review of the Sustainable Airport Master Plan (SAMP), dated September 15, 2015;

1.26. WHEREAS, the September 15, 2015 Letter of Understanding states the Port’s commitment to “identify transportation and other improvements necessary to accommodate future growth and mitigate where necessary” when proceeding with the Airport’s Master Plan and its environmental documents;

1.27. WHEREAS, the Parties desire to reach agreement pertaining the Port’s payment of City Storm Water Utility Fees;

1.28. WHEREAS, the Port acknowledges that the City has imposed a business licensing requirement through City Code on all persons and firms conducting business within city limits, including those businesses operating as concessions or tenants at Sea-Tac Airport;

1.29. WHEREAS, RCW 19.27.031 provides that the City enforces Chapter 19.27 RCW, the State Building Code;

1.30. WHEREAS, the City may authorize the Port to act on behalf of the City as its agent to carry out the function of State Building Code enforcement on Port-owned properties for all activities that are subject to the State Building Code;

1.31. WHEREAS, the City and the Port each have their respective authority and jurisdiction to establish police forces and may further agree to joint or individual coverage of Port-owned or operated properties within the City consistent with their respective authority over those properties;

1.32. WHEREAS, all actions undertaken by the Parties are governed by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, and both Parties have lead agency authority to the extent provided in the SEPA rules promulgated in Chapter 197-11 of the Washington Administrative Code (WAC);

1.33. WHEREAS, collaborative and philosophical operational agreements between the Port Police and City Police Departments, and their respective dispatch centers, benefit public safety by improving timely police responses and reducing jurisdictional confusion for dispatch centers and first responders of both agencies;

1.34. WHEREAS, the Port and the City wish to take advantage of the benefits provided by the Airport while addressing other impacts upon the community from certain activities from the Airport;

1.35. WHEREAS, in order to meet the requirements for the National Pollutant Discharge Elimination System (NPDES) for airport property, the annual surface water management fee paid by the Port to the City must be based on a cost allocation formula that is consistent with the Federal Aviation Administration (FAA) Revenue Use Policy and calculated consistently for the airport and other comparable units or cost center of government;

1.36. WHEREAS, payment of impact fees by the Port must be consistent with FAA grant assurance #25 – Airport Revenues, and the FAA Policy and Procedures Concerning the Use of Airport Revenue;

1.37. WHEREAS, Airport projects, whether located inside or outside of the Airport Operations Area (AAA), must be consistent with Grant Assurance #6 and #7, concerning the projects being reasonably consistent with local plans and that fair consideration is given to the interest of the communities in or near the project location;

1.38. WHEREAS, the Port must abide by all federal grant obligations, revenue use policies, the requirements of Part 139, and the National Environmental Policy Act (NEPA) with respect to all airport property, including airport property that is located outside of the airport operations area;

1.39. WHEREAS, the development of airport property that is federally obligated and located outside of the airport operations area must be consistent with federal obligations, including Grant Assurance #5 and be consistent with the adopted Airport Layout Plan (ALP);

1.40. WHEREAS, permit related fees for quality assurance services must be consistent with value that the Port receives from the City; and,

1.41. WHEREAS, the City and the Port shall work together in a cooperative effort to support workforce development in the City for businesses and employees associated with airport operations.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Port and City agree as follows:

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# **GENERAL PROVISIONS**

## CHAPTER II: GENERAL PROVISIONS

### **2.1. Good Faith.**

Each party will use good faith in implementing and maintaining the other party's interests as reflected in this Agreement.

### **2.2. No Surprises.**

Each party shall maintain a "no surprises" policy that keeps one another informed of issues that may have an impact on the ability of the Parties to carry out the intent of this ILA.

### **2.3. Term.**

This Agreement shall be binding on the Parties for a term of ten (10) years. In the fifth year of this Agreement, staff for each of the Parties shall make a recommendation to the Joint Advisory Committee (JAC) to either complete the term without renegotiating the provisions of the Agreement, or reopen negotiations immediately. Subsequently, members of the JAC shall make a recommendation to the Council and Commission, respectively, for formal action to either complete the term of the Agreement without renegotiating the provisions of the Agreement, or open negotiations immediately. In the event either party decides to reopen negotiations in the fifth year of this Agreement, then negotiations will commence within thirty (30) days. In the event both Parties decide not to reopen negotiations concerning the provisions of the Agreement, then negotiations for a subsequent Agreement shall commence no later than 24 months prior to the expiration of this Agreement. Regardless of whether or not either the Council or the Commission votes to reopen negotiations, the Agreement shall continue in effect until either the term expires, or the Parties formally adopt revisions to the Agreement. Notwithstanding the provisions above, either party may notify the other in writing of its intent to withdraw from and terminate this Agreement with not less than two (2) years' notice.

### **2.4. Dispute Resolution.**

Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed by these Dispute Resolution provisions. The Parties agree that cooperation and communication are essential to resolving issues efficiently and effectively. If a dispute about the implementation of this Agreement arises, staff from each party shall endeavor to resolve the dispute at the staff level. If the dispute is still unresolved, then the Managing Director, Aviation Division for the Port of Seattle and the City Manager for the City shall meet to discuss and attempt to resolve the dispute in a timely manner. If the Managing Director and the City Manager are unable to resolve the dispute, then the Parties may pursue their legal remedies, or agree to pursue alternative dispute resolution options such as mediation or arbitration. At all times, while resolution of the dispute is underway, the Parties shall continue to carry out their responsibilities under the Agreement. All resolutions of disputes shall be documented in writing (emails, letters, memos, etc.) and incorporated into this Agreement.

#### **2.4.1. Matters Not Subject to Dispute Resolution.**

If a dispute arises between the Parties that is not subject to these Dispute

Resolution procedures and not resolved by these Dispute Resolution procedures, then either party may enforce this Agreement by pursuing any applicable legal remedies.

**2.5. Payments.**

**A. Surface Water Management Fees.**

Pursuant to Chapter VI, Subsection 6.3.B.1., the City shall invoice the Port for Surface Water Management Fees prior to March 1 of each calendar year, which shall be payable by the Port no later than March 30.

**B. Fees for Service – Quality Assurance.**

These fees to be paid pursuant to the provisions of Chapter V, Subsection 5.5.

**C. Community Relief Payment.**

Pursuant to Chapter VII, Subsection 7.6., the City shall invoice the Port for the Community Relief Payment prior to March 1 of each calendar year, which shall be paid by the Port no later than March 30.

**D. Late Invoices.**

Failure of the City to invoice the Port for any payments owed shall not be deemed a waiver, and the Port shall have 45 days to make payment of any late invoices.

**2.6. Binding Agreement; Authority.**

The terms and conditions of this Agreement are binding on both Parties. Each party represents and warrants it has the authority and has undertaken all actions necessary to authorize this as a binding agreement.

**2.7. Amendment Process.**

This Agreement may need to be amended as circumstances change or issues arise.

A. If a minor amendment is needed, then the Agreement may be amended by a Letter of Agreement (LOA) between the Airport Managing Director and the City Manager. A minor amendment is one that does not change the substance or intent of the existing Agreement. Some illustrative examples include simple editing errors, corrections of any maps, exhibits or tables, or changes that may be needed to better clarify the intent, procedures or practical application of the existing agreement. All LOA's will be attached to this Agreement. Copies of the LOAs will be forwarded to the JAC after they have been fully executed.

B. All major amendments must go through the JAC to the City Council and the Port Commission for formal action. A major amendment is one that may change or alter the intent or substance of the agreement or introduces new elements or new conditions to the agreement.

C. Any amendment to this Agreement shall be in writing signed by both Parties.

**2.8. Joint Advisory Committee.**

A. The JAC shall be comprised of three (3) members of the City Council and two (2) members of the Port Commission. The JAC shall meet on a quarterly basis. The JAC will:

1. Provide policy direction to the City and Port staff in regards to the ILA;
2. Receive regular briefings and updates regarding implementation of the ILA;
3. Report and make recommendations to Council and Commission respectively;
4. Discuss current issues, topics and proposals involving and affecting the Airport and the City;
5. Receive and review all LOAs pertaining to minor amendments to the ILA; and
6. Review and recommend all major amendments to the ILA prior to the Council and Commission action.

**2.9. Governing Law.**

This Agreement shall be governed by the laws of the State of Washington.

**2.10. Interpretation; Severability; Changes in Law.**

This Agreement is intended to be interpreted to the full extent authorized by law as an exercise of each party's authority to enter into agreements. If any provisions of this Agreement are declared unenforceable or invalid by a court of law, then the Parties shall diligently seek to modify this Agreement (or seek the court's determination of whether and how the agreement is to be modified if the Parties cannot reach agreement) consistent with the Parties' intent to the maximum extent allowable under law and consistent with the court decision. If there are changes in applicable law, court decisions, or federal regulations or interpretations that make either party's performance of this Agreement impossible or infeasible, then the Parties shall diligently seek to modify this Agreement consistent with the Parties' intent and consistent with the good faith obligations set forth in Chapter II, Subsection 2.1.

**2.11. Indemnity and Hold Harmless**

To the extent permitted by law, the Port and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither the Port nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the Port and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Port's or the City's own negligence. The Port and the City agree that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Port and



the City, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that the Port or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

**2.12. Coordination; Notice.**

Each party shall designate in writing a contact person for implementation of this Agreement. Any notice or demand under this Agreement shall be in writing and either (a) delivered personally, (b) sent by electronic transmission with confirmation, or (c) deposited in the U.S. mail, certified mail, postage prepaid, return receipt requested, and addressed to the designated contact person.

**2.13. Time of Essence.**

Time is of the essence of this Agreement in every provision hereof. Unless otherwise stated, "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

**2.14. Headings.**

The headings are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

**2.15. Authorities Concerning this Agreement.**

The Parties have identified specific City, Port, or mutually developed standards that govern the topics identified in this Agreement. Any disputes between the Parties concerning applicable standards shall be resolved in accordance with the Dispute Resolution process set forth in Chapter II, Subsection 2.4.

**2.16. Shared Legislative Strategies.**

To the degree reasonably possible, each party will share proposed legislative strategies in advance of state and federal legislative sessions in order to consider opportunities for mutual support.

**2.17. Federal, State and Local Laws.**

Any references to Federal, State, or Local laws and regulations includes any future amendments unless otherwise stated.

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# **LAND USE AND DEVELOPMENT STANDARDS**

## **CHAPTER III: Land Use and Development Standards**

### **3.1. Purpose.**

The purpose of this Chapter is to establish a coherent and cooperative system for the Parties to express their agreement concerning the identification and management of land uses and development standards for Port-owned property located within the City. These standards include comprehensive planning, zoning, regulatory controls, and exceptions.

### **3.2. Chapter Review.**

The Parties shall review this Chapter every two (2) years to determine whether any amendments are necessary.

### **3.3. Comprehensive Planning, Zoning, and Land Uses.**

#### **A. Comprehensive Plan and Zoning Designations.**

One comprehensive planning designation and two zoning designations shall apply to Port-owned property located within the City as described below.

#### **B. Comprehensive Plan Designation.**

1. Port-owned property located within the City shall be designated as “Airport” under the City’s Comprehensive Plan.
2. If the Port acquires property located within the City after the effective date of this Agreement, the Port shall follow the City’s procedures identified in City Resolution 97-001 to request amendment of the property’s Comprehensive Plan designation. The City’s 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 Chapter 16A.25.040 (C) of the SeaTac Municipal Code (SMC) or state law.

#### **C. Zoning Designations.**

1. Port-owned property located within the City shall be zoned either “AVO--Aviation Operations” or “AVC--Aviation Commercial”. The descriptions of the AVO and AVC zones are as follows:
  - a. Aviation Operations (AVO).

The Aviation Operations zone is designated for facilities or structures that provide safe and efficient movement of the traveling public, employees, and goods and services associated with airport operations.
  - b. Aviation Commercial (AVC).

The Aviation Commercial zone is designated for airport related and non-airport related commercial, industrial or light manufacturing use, while maintaining compatibility with airport operations and activities.

2. If the Port acquires property located within the City after the effective date of this Agreement, the Port shall request a site specific rezone pursuant to SMC 15.115.050 (and as authorized by RCW 35A.63.170) to rezone the property to either AVO or AVC. The City will facilitate the Port's application for a rezone of Port-owned property to the AVO or AVC zoning designations in a timely and consistent manner pursuant to the process found in SMC 15.115.050.

**D. Airport Land Use Chart.**

Airport uses allowed within the AVO and AVC zones are found in Appendix 3B, AVO and AVC Allowed Land Use Chart and Definitions, of this Chapter.

**3.4. Airport Activity Area (AAA).**

- A. A map ("AAA Map" as depicted in Appendix 3A) has been created to identify Port-owned properties that will be included within the Airport Activity Area (AAA). The AAA consists of parcels that are:
  1. Generally used for airport operational uses; or
  2. Physically connected to the airfield, including facilities or aids that support the airfield or aircraft operations, or airfield development whose location is fixed by function as defined by the Federal Aviation Administration or other federal agency;
- B. Properties located within the AAA are exempt from the development standards and regulations described in this Chapter and the SeaTac Municipal Code.
- C. Parcels designated as "Future AAA" on the AAA Map have the potential to be utilized for Airport Operations in the future. The AAA Map shall be amended to include some or all of these parcels in the AAA when these parcels are proposed for use for airport operations. However, amendments to the boundaries of the AAA shall only occur after the Port adopts the Sustainable Airport Master Plan (SAMP) and commences development projects which implement the South Aviation Support Area (SASA) component of the SAMP.
- D. AAA "Edges" Properties.
  1. Airport development located within the AAA shall address land use issues associated with the "Edges" of the AAA. The "Edges" are defined as the locations where new development on Port-owned property is located adjacent to, or abuts:
    - a. public right-of-way, or
    - b. property owned by public agencies other than the Port, or
    - c. privately-owned property.
  2. Policies and Standards for Development of Edges Properties.

The Parties share an interest in coordinating, planning, and designing development on Port-owned property that is located on the Edges. The Parties further acknowledge the importance of ensuring that the airport can meet future capacity and operational requirements through the efficient layout of airport facilities. The design of these facilities along the Edges shall incorporate aesthetic treatment and screening, in balanced consideration of future capacity and operational needs. In order to provide flexibility to the Port, ensure compatibility with adjacent private and public properties or roadways, and provide certainty and transparency to both parties, the following principles are established to guide current and future Airport development along the Edges:

- a. Minimize the height, bulk and scale and/or appearance of any retaining walls by alternative design approaches including, but not limited to, green walls, use of texture and color, or stepped walls.
  - b. Design project lighting with consideration to on-site and off-site uses, taking care to provide illumination to serve building needs while avoiding off-site glare and light pollution.
  - c. Minimize and mitigate visual impacts on adjacent right-of-way and private or public properties through enhanced landscape screening, open space and/or commercial development to form a continuous screen.
  - d. Arrange new or remodeled buildings taking into consideration the characteristics of the site and surrounding area to reduce the perceived mass of the structures.
- E. **Federal Preemption of ILA Standards on Port-owned Property Located Outside of the AAA.**  
Development on Port-owned property located outside the AAA is not subject to the development standards of this ILA if the development includes facilities or aids that support airport and aircraft operations, or whose locations is fixed by function, as defined by the FAA or as defined by other federal authorities with regulatory authority over these developments.
- F. **Previously Leased and Designed Developments Located on Port-owned Property Located Outside of the AAA.**  
Any development to be located on Port-owned property that has already been approved for a Port lease and designed in compliance with land use standards in effect prior to the effective date of this Agreement are not subject to the terms of this Agreement, provided that the permits have been properly issued and construction commences within 1 year of the effective date of this Agreement.
- G. **Application of Development Standards on Port-Owned Property Located Outside the AAA.**  
All developments on Port-owned property located outside the AAA are subject to the development standards of this Agreement unless exceptions described

elsewhere in this Agreement apply.

**3.5. Development Standards for Port-owned Properties Zoned AVO or AVC and Located Outside the AAA.**

**A. Dimensional Standards Chart.**

Development Standard	AVO/AVC
Minimum Lot Area	N/A
Minimum Lot Width	N/A
Minimum Front Yard Setback	10'
Maximum Front Yard Setback	N/A
Minimum Side Yard Setback	5'
Minimum Rear Yard Setback	5'
Maximum Building Lot Coverage	85%
Maximum Impervious Surface	N/A
Maximum Structure Height	Per FAA/Building Code requirements

**B. Signage.**

Projects located in the AVO or AVC zones outside of the AAA shall be governed by the following signage standards:

**1. General Sign Standards.**

- a. Flashing signs, rotating signs, billboards, roof signs, temporary signs, including but not limited to banners, reader boards, A-frames, signs placed on fences, and signs painted on exterior surfaces of vehicles used as signs are not permitted unless required for airport security and approved by the Port. For the purposes of this Agreement, a billboard shall be defined as being a large (greater than 85 square feet) outdoor advertising sign, containing a message (commercial or otherwise) unrelated to the use on the property on which the sign is located, and which is customarily leased for commercial purposes.
- b. Where multiple tenants occupy a building, the total exterior area of the all signage may not exceed ten percent (10%) of the face of the wall on which it is mounted. Illuminated signs must be non-flashing and may be internal or externally illuminated.
- c. Off-premises signs outside the site or ground lease area are not allowed, except for temporary use (i.e. grand opening, sale, or special event signs), which may be allowed for up to twenty-eight (28) consecutive days.

**2. Business Signage Standards.**

- a. Monument and Freestanding Signs.
  - i. One (1) freestanding or monument sign is allowed per site

or ground lease area and must be stationary, non-flashing, and may not exceed eighty-five (85) square feet in area and 15 feet in height, including the structure and component parts as measured from the grade to the top of the sign.

- b. Where a site or ground lease area has multiple street frontages, one (1) monument or freestanding sign shall be allowed on each street frontage, providing that there shall be a minimum of one hundred (100) feet between each freestanding or monument sign.
- c. Setbacks shall be five (5) feet from the front and side property lines, except that a monument or freestanding sign may be set back zero (0) feet from front or side property lines provided it conforms to the following:
  - i. A survey of the location of the front or side property line, relative to the proposed sign, is prepared, staked in the field, and submitted by a surveyor licensed in Washington State.
  - ii. A sight distance study by a licensed professional engineer verifying that the proposed sign location will not interfere with sight distances of pedestrians and vehicles at a public or private road intersection or at driveway approaches.
  - iii. The sign is not located in an area where road right-of-way may be necessary for future road projects as currently identified by the City's 10-year transportation improvement plan.
  - iv. The sign shall not preclude or interfere with any utility lines located within an easement, including but not limited to public water, sewer, storm drainage, electric, communications, or signalization.
- d. Monument or Freestanding signs may use internal illumination or backlighting. Low-intensity spotlights are permitted if they do not create glare and the fixture itself is screened from view.

**3. Wall or Building Mounted Signs.**

One (1) business identification wall sign may be placed on an exterior building or structure wall in each development. However, in no case shall the total area of the all signage exceed ten percent (10%) of the face of the wall on which it is mounted. Only the name, business title or logo will be allowed.

- a. Wall signs may also use internal or backlit illumination. Bare neon



signs and spotlighted wall signs are not permitted. No other wall signs used for advertising shall be permitted.

- b. Wall or building mounted signs shall not extend above the highest exterior wall of the building, including the parapet.
- c. No sign shall be mounted on top of a marquee, porte-cochere, canopy, roof, or other similar structure.
- d. Any wall or building mounted sign, including marquee sign or awning sign attached to a building, shall not project more than six (6) feet from the face of the building to which the sign is attached. Any structural supports shall be an integral part of the design or concealed from view.
- e. Window signs shall be considered building mounted signs and shall be counted as part of the aggregate sign surface area allowed.

**C. Landscaping.**

All AVO or AVC zoned properties located outside the AAA shall be governed by the Seattle-Tacoma International Airport (STIA) Landscape Design Standards.

**D. Parking.**

**1. Parking Standards Outside the AAA – Non-Primary Use.**

Projects located in the AVO or AVC zones outside of the AAA where parking is a not a primary use shall be governed by the following parking standards:

- a. Parking areas in front of a building should be limited to customer and visitor parking, be visibly designated by signage, and not intrude on any required landscaping buffers. Employee or tenant parking should be located away from frontage areas when site constraints cannot accommodate this requirement.
- b. Passenger parking spaces shall be consistent with the following minimal dimensional requirements:

Parking Space Dimensions			
Angle	Stall Width	Stall Depth	Aisle Width
30°	8'-6"	18'-0"	14'-0"
45°	8'-6"	18'-0"	15'-0"
60°	8'-6"	18'-0"	18'-0"
90°	8'-6"	18'-0"	24'-0"

- c. **Parking Area Lighting.** All parking lot luminaires shall be cut-off luminaires as defined by the Illuminating Engineering Society of North America (IESNA) Handbook. The maximum mounting

height of luminaires shall not exceed twenty-five (25) feet. Parking lot lighting should provide the minimum lighting necessary to ensure adequate vision and comfort in parking areas, and avoid glare or direct illumination onto adjacent properties or streets.

- d. The minimum off-street street parking requirements are as follows:

Minimum Off-Street Parking Ratios	
Use	Requirement
Business Services and Retail Uses	4 per 1,000 gross square feet
Professional Office	3 per 1,000 gross square feet
Manufacturing Uses	2 per 1,000 gross square feet
Warehouse/Storage Uses	1 per 1,000 gross square feet
Warehouse/Storage Office Areas	3 per 1,000 gross square feet

- e. All parking shall be screened from adjacent properties and the street, per the Seattle-Tacoma International Airport (STIA) Landscape Design Standards.

**2. Parking Standards Outside the AAA – Primary Use.**

All airport projects located in the AVO or AVC zones outside of the AAA where parking is the primary use shall be governed by the following standards:

- a. Areas exclusively for employee parking facilities shall be consistent with the following minimal dimensional requirements:

Parking Space Dimensions				
Angle	Stall Width	Stall Depth	Aisle Width One-Way	Aisle Width Two-Way
30	8'	16'-0"	12'-0"	22'-0"
45	8'	16'-0"	14'-0"	22'-0"
60	8'	16'-0"	16'-0"	22'-0"
90	8'	16'-0"	22'-0"	22'-0"

- b. Areas exclusively for general public parking shall be consistent with the following minimal dimensional requirements:

Parking Space Dimensions				
Angle	Stall Width	Stall Depth	Aisle Width One-Way	Aisle Width Two-Way
30	8'-6"	18'-0"	12'-0"	22'-0"
45	8'-6"	18'-0"	14'-6"	22'-0"

60	8'-6"	18'-0"	16'-0"	22'-0"
90	8'-6"	18'-0"	24'-0"	24'-0"

- c. Areas for commercial ground transportation parking shall be consistent with the following minimum dimensional requirements:
  - i. Passenger Vehicle Parking: 8'-6" wide by 18'-0" deep
  - ii. Airporter/Shuttle Parking: 10'-0" wide by 25'-0" deep
  - iii. Bus Parking: 11'-0" wide by 40'-0" deep
  - iv. Tandem parking is allowed outside the AAA in commercial ground transportation parking areas. There is no depth requirement for tandem parking, but shall follow the minimum width by vehicular, as follows: passenger vehicles shall be a minimum of 8'-6" wide, airporter/shuttle vehicles shall be a minimum of 10'-0" wide and buses shall be a minimum of 11'-0" wide.

**E. Departure(s).**

The Parties may agree to a "Departure" from the standards of this Chapter to promote well-designed developments which may not strictly comply with the standards described in this Agreement. The criteria for the City's review of a Departure application by the Port are identified below. Any proposed Departures from the development standards of this Chapter may be jointly reviewed by the Parties, but shall be subject to the City's approval.

**1. Departure Criteria.**

The Port's request for a Departure must meet the following criteria:

- a. Identify how the requested Departure meets the intent of the applicable design standard; and,
- b. Describe how the proposed Departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole and how any detrimental effects on adjacent or nearby properties will be mitigated to the greatest extent possible.

**2. Departure Process.**

- a. The Port will notify the City in writing that it is seeking a Departure by submitting a Departure worksheet which describing the unique circumstances requiring the Departure;
- b. Both parties will agree to meet regarding the Port's Departure request within 30 days of the City's receipt of a Departure worksheet;
- c. The City shall respond to the Port's request for a Departure in writing within 14 days after the Parties meet. If the City seeks

additional information, it shall identify the information it seeks, or the City can issue a determination in response to the Port's request for a Departure;

- d. If the City seeks additional information from the Port, the Port shall submit the requested information within 10 days of the date that it received the City's request;
- e. If the City grants the Departure, the City will issue a written approval letter signed by the City Manager or designee;
- f. If the City declines to grant the Departure, the Parties agree to initiate the dispute resolution process as outlined in Chapter II, Section 2.4.

### **3.6. Aviation Hazards.**

#### **A. Federal Airspace Regulations.**

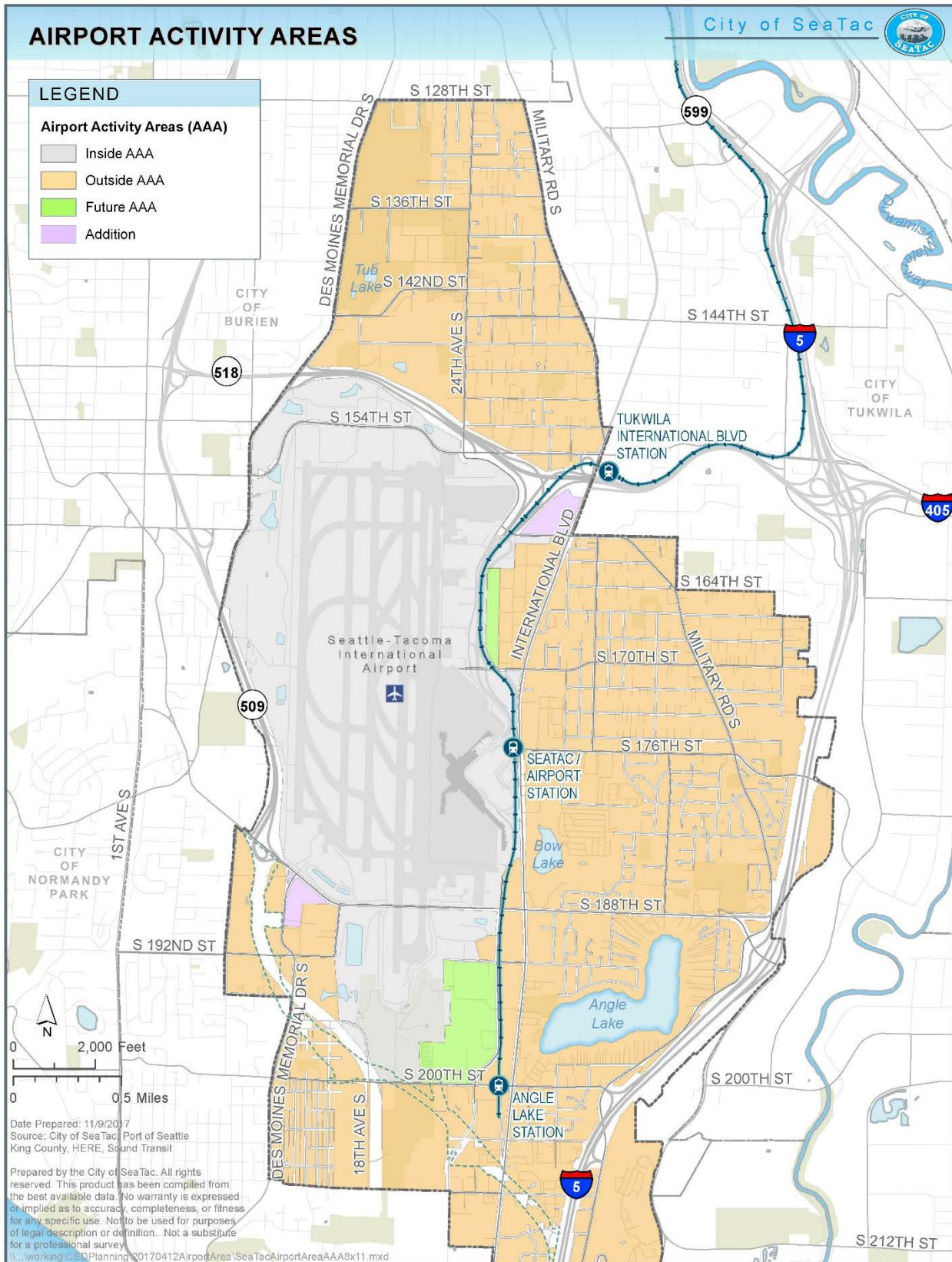
Federal airspace regulations, administered by the Federal Aviation Administration (FAA), may limit development within the City since it is in close proximity to the airport. Federal Regulation 49 CFR Part 77 established standards and notification requirements for objects affecting navigable airspace and property owners are required to submit a Notice of Proposed Construction or Alteration (FAA Form 7460-1) when applicable. The City agrees to make property owners aware of these requirements and the FAA's Obstruction Evaluation/Airport Airspace Analysis website that includes a Notice Criteria tool, and enforce the conformance with these requirements for development within the City.

#### **B. Hazardous Wildlife Attractants.**

FAA Advisory Circular 150-5200 33B, Hazardous Wildlife Attractants on or Near Airports, requires airport operators, local planners, and developers to take into account whether proposed land uses, including new development projects, will increase wildlife hazards.

The Port and the City will work together to identify proposed projects within 10,000 feet of the designated Airport Operations Area (AOA) or within five (5) miles of the AOA and under or next to approach or departure airspace that are listed in AC 150-5200 33B as known to attract hazardous wildlife and to determine if a 7460-1 should be submitted to the FAA.

## Appendix 3A: Airport Activity Area Map



**Appendix 3B: AVO and AVC Allowed Land Uses Chart**

**Allowable Land Uses:**

The land uses identified in the table below are allowed in the Aviation Operations (AVO) and Aviation Commercial (AVC) land use zones.

<b>LAND USE</b>	<b>AVO</b>	<b>AVC</b>
<b>ANIMALS</b>		
Apiary	Yes	Yes
Kennel/Cattery	No	Yes
Veterinary Clinic	No	Yes
<b>AVIATION</b>		
Aircraft Fueling Facilities	Yes	No
Aircraft Maintenance Facilities	Yes	No
Aircraft Storage Area	Yes	No
Airport Airfield Facilities	Yes	Yes (1)
Airport Cargo Facilities	Yes	Yes
Airport Landside Facilities	Yes	Yes
Airport Support Facilities	Yes	Yes
Airport Terminal Complex	Yes	No
Consolidated Rental Car Facility	Yes	Yes
Helipad/Heliport and Facilities	Yes	Yes
Inter/Intra Terminal Transfer Facilities	Yes	Yes
<b>BUSINESS SERVICES</b>		
Commercial/Industrial Accessory Uses	Yes	Yes
Conference/Convention Center	No	Yes
Construction/Landscaping Yard	Yes	Yes
Distribution Center/Warehouse	Yes	Yes
Equipment Repair, Large	Yes (2)	Yes
Equipment Repair, Small	No	Yes
Professional Office	No	Yes
Truck Terminal	No	Yes

<b>LAND USE</b>	<b>AVO</b>	<b>AVC</b>
<b>CIVIC AND INSTITUTIONAL</b>		
Fire Facility	Yes	Yes
High Capacity Transit	Yes	Yes
Police Facility	Yes	Yes
Public Agency Office	Yes	Yes
Public Agency Yard	Yes	Yes
<b>MANUFACTURING</b>		
Batch Plants	Yes (3)	Yes
Biomedical Product Facility	No	Yes
Food Processing	Yes	Yes
Laboratories, Research, Development and Testing	Yes	Yes
Manufacturing, Light	No	Yes
Manufacturing, Medium	No	Yes
Off-Site Hazardous Waste Treatment and Storage Facilities	Yes	Yes
Recycling Processing	No	Yes
Winery/Brewery/Distillery	No	Yes
<b>MOTOR VEHICLES</b>		
Automotive Service Center	No	Yes
Electric Vehicle Infrastructure	Yes	Yes
Fueling/Service Station	Yes	Yes
Mobile Refueling Operations	Yes	No
Public/Private Parking	Yes	Yes
Vehicle Repair, Large	Yes (4)	Yes (4)
Vehicle Repair, Small	Yes	Yes
<b>RECREATIONAL AND CULTURE</b>		
Health Club	No	Yes
Nonprofit Organization	No	Yes
Recreational Center	No	Yes
Sports Club	No	Yes
Stadium/Arena	No	Yes
<b>RETAIL AND COMMERCIAL</b>		
Dry Cleaner	No	Yes
Financial Institution	No	Yes
Restaurant	No	Yes
Restaurant, Fast Food	No	Yes
Retail, Big Box	No	Yes

<b>LAND USE</b>	<b>AVO</b>	<b>AVC</b>
Retail, General	Yes	Yes
<b>UTILITIES</b>		
Communications Facility	Yes	Yes
Utility Substation	Yes	Yes
Utility Use	Yes	Yes
Wireless Communications Facilities	Yes	Yes

**Land Use Table Notes:**

1. Airport Airfield Facilities are limited in AVC to only facilities and aids that support airport and aircraft operations whose location is fixed by function or FAA requirements.
2. Equipment Repair, Large also includes the parking and storage of large equipment if located within AVO and the Airport Operations Area.
3. Batch Plant is allowed as a temporary facility, in support of construction only, if located within AVO.
4. Vehicle Repair, Large also includes the parking and storage of large vehicles if located within AVO or AVC.



# **TRANSPORTATION**

## CHAPTER IV: Transportation

### **4.1. Purpose.**

The purpose of this Chapter is to establish a collaborative process by which the City and the Port will work together to address current and future transportation related matters and needs.

### **4.2. General.**

- A. The City operates, maintains, and manages all City-owned Rights of Way (ROW). The Parties have separate agreements concerning Port-owned infrastructure located in the ROW.
- B. The Port has the authority to manage, control, and govern roadways at Sea-Tac Airport per the Revised Airports Act (Chapter 14.08 RCW) and other applicable authorities. These roadways are located on public property owned by the Port.
- C. The Port and the City disagree about the applicability and payment of Transportation Impact Fees by the Port on development projects located within the AAA. In order to resolve this dispute, the Parties agree to address Transportation Impact Fees and Concurrency as set forth in this Chapter.
- D. The City and Port staff who will serve as points of contact for transportation related matters addressed in this Chapter are identified in Appendix 4A.

### **4.3 Transportation Impacts/Concurrency.**

#### **A. Transportation Impacts.**

- 1. The Parties acknowledge that transportation impacts shall be addressed for all Port development located within the City. The Parties further acknowledge that development at the Airport within the AAA associated with Air Operations Area, Airport Airfield Facilities, and Airport Terminal Complex are unique trip generators.
- 2. The FAA Policies and Procedures Concerning the Use of Airport Revenue, including FAA Grant Assurance 25, require that airport revenue can only be used for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator. In addition, FAA Grant Assurance 25 provides that the use of airport revenue must be directly and substantially related to the transportation of passengers or property. For these reasons, transportation impact fees imposed by the City Code cannot be charged to development located within the AAA.
- 3. The Parties agree that for all development located within the AAA, including development that accommodates future growth, the Port shall use the SEPA environmental review process to fully and appropriately assess and mitigate transportation related impacts within the City.

4. All development on Port owned properties located outside of the AAA shall be subject to Transportation Impact Fees pursuant to Chapter 36.70A RCW and Chapter 11.15 of the SeaTac Municipal Code.

**B. Transportation Concurrency.**

1. For all development located within the AAA, the Port shall use the SEPA environmental review process to evaluate and address concurrency requirements that relate to airport development.
2. All development on Port owned properties located outside of the AAA shall be subject to the transportation concurrency requirements of State law (RCW) and the SeaTac Municipal Code.

**4.4. Coordination and Cooperation.**

**A. Transportation Planning.**

Both Parties benefit by coordinating their respective transportation planning efforts. Therefore, the Parties commit to such coordination including, but not limited to: maintenance and joint ownership of a regional travel demand traffic model, collection and sharing of relevant transportation planning data and information, and briefings to update each other's staff and elected officials on upcoming or on-going transportation studies and projects.

**1. Transportation Modeling.**

It is essential that traffic planning studies led by either party are consistent with each other's planning studies in regards to inputs and assumptions. Therefore, the Parties shall create and maintain a jointly owned regional travel demand traffic model. Additionally:

- a. Each party shall be responsible for all costs associated with its use of the regional travel demand traffic model;
- b. Each party shall maintain a detailed log of all changes made to the regional travel demand traffic model and provide a copy to the other party each time an update/change is made;
- c. The Parties may share in the cost of labor intensive updates to the regional travel demand traffic model that benefit both Parties, such as incorporating new land use and economic data that change fundamental model assumptions;
- d. Each party shall make a good-faith effort to coordinate significant updates to the regional travel demand traffic model.

**2. Information Sharing and Data Collection.**

- a. The Parties shall adequately inform each other about upcoming and on-going transportation planning efforts in a timely manner. Each Party shall provide briefings to the other party upon request. Furthermore, the Parties shall act in good faith to initiate staff

briefings for the other party's benefit if there is a need to share important information.

- b. The Parties shall share transportation related data and information as it becomes available, including but not limited to, traffic counts or surveys.

**B. Transportation Projects.**

The Parties acknowledge the benefits of working together to pursue funding and/or advocate for transportation related capital projects of mutual interest and/or benefit. These projects may be sponsored by either party or other agencies.

**1. Project Coordination.**

The Parties share an interest in ensuring that transportation improvements identified through environmental review or planning studies are included in their respective capital programs. Prior to annual Commission adoption, the Port shall review its Capital Improvement Program (CIP) with City staff. The Port agrees to identify projects that may impact local access when reviewing their CIP project list. Prior to annual City Council approval, the City shall review its Transportation Improvement Program (TIP) with Port staff.

**2. Funding and Planning for Projects of Joint Interest.**

The Parties shall support each other as a transportation project sponsor in order to aid in the pursuit of grant funding for transportation projects of mutual interest. The Parties shall also work collaboratively to advocate for transportation projects of mutual interest and/or benefit.

**C. Roadway Standards.**

The Parties recognize the benefits of coordinating and integrating roadway standards at appropriate locations in order to provide a more integrated, uniform and aesthetically pleasing experience for SeaTac residents and the visiting public. Therefore, the Port and City shall work together to identify opportunities to implement and achieve this goal.

**D. Local Public Access.**

1. Maintaining sufficient motorized and non-motorized local public access to and from the Airport is essential for SeaTac businesses and Airport customers, visitors, and employees.
2. The Port is responsible for the planning, design, and construction of Airport roadways.
3. The Parties acknowledge that the Port's ability to provide local public access to the Airport is constrained by existing and planned facilities located both on and off Airport property. However, since the number,

type, and location of Airport access points play a significant role in the efficiencies of the local transportation system, it is in the interest of the Parties to closely coordinate the creation or alteration of local public access, especially during the pre-design phase of any projects.

**E. Public Right-of Way Access Management.**

To increase security at the airport and improve the functionality and aesthetics of the right-of-way within the City of SeaTac, the Port shall actively explore opportunities to reduce the number of current access points to City right-of-way, with a priority on those access points that are no longer used or needed by the Port. The Port, in coordination with the City, shall also actively explore opportunities to combine multiple access points into single points of access.

**4.5. Operational Planning.**

**A. Construction Traffic.**

The City is responsible for reviewing and accepting traffic control plans involving the City roadway system. The Port is responsible for reviewing and accepting traffic control plans involving the Airport roadway system. Both Parties agree to coordinate management of traffic when traffic control plans involve both Parties' roadway systems, or traffic detours that impact the other party's roadway system.

**B. Holiday/Special Events.**

Traffic Management for peak holiday travel and/or special events shall be coordinated and planned jointly by the City and the Port.

**C. Emergency Management.**

The Parties shall inform and coordinate with each other emergency management activities that may impact each other's operations.

**Appendix 4A: Transportation Task Schedule and Assignees**

<b>Task Description</b>	<b>Frequency</b>	<b>City Point of Contact</b>	<b>Port Point of Contact</b>
Transportation Impact Fee Calculation and Payment for Projects	Project Basis	City Engineer, Engineering Review	Aviation Project Management
Review of Port CIP	Annual	City Engineer, Planning	Aviation Planning
Review of City 6-year TIP	Annual	City Engineer	Aviation Planning
Funding/Planning for Joint Interest Projects	Project Basis	City Engineer	Aviation Planning
Local Public Access Pre-Design Coordination	Project Basis	City Engineer, Planning	Aviation Planning
Public ROW Access Management	Project Basis	Engineering Review	Aviation Project Management
Traffic Control Coordination	Project Basis	Engineering Review, City Police	Airport Operations, Port Police
Holiday/Special Event Planning	As Requested	City Police	Airport Operations, Port Police
Emergency Management Coordination	As Requested	Emergency Management	Port Police

# **PERMITTING AND INSPECTIONS**

## **CHAPTER V: Permitting and Inspections**

### **5.1. Purpose.**

The purpose of this Chapter is to clarify permitting and inspection roles, responsibilities, and requirements for real property owned by the Port of Seattle and located within the City of SeaTac.

### **5.2. General.**

B. Acting as an agent of the City, the Port shall administer and enforce the permitting requirements identified in this Chapter for the following properties:

1. Properties located within the boundaries of the AAA.
2. The following properties described below that are physically located outside the parameters of the Airport fence, but are subject to the same regulatory controls that apply to the properties located within the AAA boundary. These properties are depicted in the AAA map as “Addition” in Appendix 3A:
  - a. The Consolidated Rental Car Facility, located at 3150 South 160th Street.
  - b. Former Runway Tavern Parcel located along Des Moines Memorial Drive S., and within the runway protection zone of Runway 34L.
3. The properties described below, except if any of these properties are subject to a change of use, expansion, redevelopment, or demolition, for uses other than those uses associated with airport operations, the City shall administer and enforce the permitting requirements for future development. However, on the Logistics Lots identified in Subsection 3 below, the Port shall permit any construction trailers, field offices, and equipment mobilization and demobilization.
  - a. Transit Operations Center (2585 South 194th Street), including the Bus Wash Facility and Compressed Natural Gas Fueling Facility
  - b. Clean Energy Compressed Natural Gas Fueling Facility (19425 28th Avenue South)
  - c. Logistics Lot 1 (2542 South 194th Street), Lot 2 (2624 South 194th Street), Lot 3 (2708 South 194th Street), Lot 4 (2529 South 194th Street), and Lot 5 (19332 24th Avenue South)
  - d. Maintenance Distribution Center (2645 South 194th Street)
  - e. Port Construction Services Yard (19425 28th Avenue South)

B. The City shall administer and enforce the permitting requirements identified in



this Chapter for all other Port-owned properties.

### **5.3. Permitting Roles and Responsibilities.**

#### **A. Port.**

The Port shall have the following responsibilities when administering and enforcing the requirements of this Chapter.

1. The Port shall permit, inspect, and enforce the Building and Fire Codes as identified in Section 5.4. However, the Washington State Department of Labor and Industries shall be responsible for regulating and enforcing the National Electrical Code on properties for which the Port carries out permitting responsibilities.
2. The Port shall permit, inspect and enforce the storm water requirements as described in Subsection 6.3.C.
3. The Port shall administer and enforce critical area review as outlined in Chapter VI.

#### **B. City.**

The City shall have the following permitting roles and responsibilities on Port-owned property located outside of the AAA boundaries.

1. The City shall permit, inspect and enforce the Building and Fire Codes as adopted by the City in Title 13 of the SeaTac Municipal Code.
2. The City shall enforce the storm water requirements as described in Subsection 6.3.C.
3. The City shall ensure that developments located on real property owned by the Port and developed by a third party are authorized by the Port before the City issues any permits.
4. The Port shall administer and enforce critical area review as outlined in Chapter VI.

### **5.4. Applicable Permitting Codes and Requirements.**

#### **A. Adopted Building and Fire Codes.**

1. The City has adopted the State Building and Fire Codes, with amendments, as identified in SeaTac Municipal Code Title 13.
  - a. The City shall consider legislation to include a reference to the Port's Fire Codes identified in the Rules for Airport Construction. The Port's Fire Codes shall be applicable to developments located on all real property owned by the Port.

2. The Port shall utilize the following Building and Fire Codes as identified in SeaTac Municipal Code to implement the provisions of this Chapter:
  - a. International Building Code – SeaTac Municipal Code Chapter 13.110 Building Code
  - b. International Fire Code – SeaTac Municipal Code Chapter 13.150.020 Fire Code.
  - c. The National Electrical Code.
  - d. City Clearing and Grading Code – SeaTac Municipal Code Chapter 13.190.
  - e. International Mechanical Code – SeaTac Municipal Code Chapter 13.160 Mechanical Code
  - f. Uniform Plumbing Code – SeaTac Municipal Code Chapter 13.170 Plumbing Code
  - g. International Energy Conservation Code – SeaTac Municipal Code Chapter 13.220 Energy Code
3. When the City proposes to update Title 13 SeaTac Municipal Code, or the Port proposes to update the Rules for Airport Construction, both parties shall work collaboratively on proposed changes to these Codes to support continued implementation of the Codes.

**B. Surface Water Design Manual.**

The Surface Water Design Manuals are described in Chapter VI: Environmental Regulations, and the Port and the City shall use the requirements of these manuals to implement the provisions of this Chapter.

**C. Certifications.**

The persons responsible for implementing this Chapter shall hold and maintain the appropriate certifications and/or professional licenses, as required by applicable law to undertake the responsibilities of their positions.

**D. City Permitting Requirements.**

**1. Permitting Services Provided by the Port.**

The Port shall provide the following Permitting Services on real property owned by the Port that is located within the AAA:

- a. Create and develop forms, letters, and other documents to assist in the application of the adopted Building Codes as identified in this Chapter.
- b. Create and adopt policies and procedures to assist in the application of the adopted Building Codes as identified in this Chapter.
- c. Provide permit process program services to include the logging and routing of plans, assembling and routing of completed

application packages, issuance of permits, and data entry of all activities.

- d. Provide code compliance program services to include processing code complaints or inquiries from the public, investigating complaints, responding to inquiries, and data entry of all activities.
- e. Provide development/plan review and inspection program services to include attending meetings, reviewing plans for code compliance, approval of plans, inspections, the issuance of Certificates of Occupancy, and data entry of all activities.
- f. Ensure all contractors and subcontractors have current City Business licenses. Permits from the Airport Building department shall not be issued to contractors who do not have current City Business licenses.
- g. Ensure performance of all duties necessary in order to enforce the adopted Building Codes as identified in this Chapter.
- h. Exercise all ministerial and discretionary authority necessary to implement the permitting responsibilities of this Chapter.

**2. Permit Tracking System.**

The Port shall provide monthly reports by the 5th of the following month of permitting data to the City for the implementation of this Chapter. The permitting data that the Port shall provide to the City shall include:

- a. Permit number
- b. Project information (project name, project address, parcel number, description of work) and value of work
- c. Applicant information (name, address, phone number, email address)
- d. Owner information (name, address, phone number) and owner contact/agent information (name, phone number, email address)
- e. Tenant information (name, phone number, email address)
- f. Contractor information (name, state contractor's license number, City business license number, phone number, email address)
- g. Architect/designer information (name, address, phone number, email address)
- h. Building information (square footage of structure/work area, construction type, occupancy classification), and type of work (new, addition, remodel, tenant improvement, repair, demolition, other)
- i. Grading information (cut and fill volumes)

**3. When requested to do so by the City, the Port shall provide the following to the City:**

- a. Inspection reports
- b. Certificates of occupancy

- c. Determinations and justifications for code modifications, in accordance with International Building Code (IBC) Section 104.10 and International Fire Code (IFC) Section 104.8
- d. Determinations and justifications for code alternatives, in accordance with IBC Section 104.11 and IFC Section 104.9
- e. Determinations and justifications for performance-based design alternatives, in accordance with IFC Section 5001.3

**4. Quality Assurance.**

The City will conduct periodic reviews of approved plans and inspections of permitted projects to ensure compliance with the adopted Building Codes.

- a. When requested by the City to do so, the Port shall provide the City with a copy of approved plans, calculations, and technical reports for review. A City-designated qualified professional shall perform the permit review for the City. If the qualified professional makes any significant findings, the City shall discuss these significant findings with the Airport Building Department.
- b. When requested by the City to do so, the Port shall provide City staff with access, subject to Airport security and site safety requirements, to Port property for the purposes of reviewing permitted projects. The City's review of the permitted projects will be performed by a City-designated qualified professional. If the qualified professional makes any significant findings, the City shall discuss these findings with the Airport Building Department.

**E. Fire Code Coordination.**

**1. Fire Code Review and Approvals.**

- a. For developments located on real property owned by the Port and located outside the AAA, the City shall provide one (1) copy of submitted drawings and specifications to the Port for review and comment regarding fire code requirements and/or operational needs.
- b. The Port may provide comments and/or recommend permit conditions to the City which shall be included into the City's review comments and/or permit conditions. The Port's comments and/or conditions must be received by the City within the established permit review timeframe which will not be less than seven (7) working days from receipt of the drawings or plan specifications. It will be the Port's sole discretion as to whether or not it provides comments and/or recommends permit conditions to the City.
- c. Joint Inspections. The Port shall notify the City if it desires joint inspections between the City's and the Port's fire departments during the permit review timeframe. If the Port requests that it do

so, the City shall make joint inspection by the Port and the City a condition of the permit.

- d. For developments involving the Port's water or fire alarm systems, the City agrees to use the Port's Utility Shutdown Process identified in the Rules of Airport Construction.
- e. The City shall provide the Port with a copy of the approved plans and/or as-built plans for all developments located on real property owned by the Port and located outside the AAA.

## **2. Operational Permits.**

- a. Notwithstanding the provisions of Section 5.3 above, the Port shall administer the operational permits on Port-owned properties located within the AAA and properties identified as an Additions to properties located within the AAA boundary. The City shall administer the operational permits on all other Port-owned property.
- b. The City shall notify the Port if an operational permit inspection needs to be scheduled. Once the City has notified the Port, the Port shall notify the City as to whether or not it will participate in the inspection with the City. The City shall coordinate with the Port to schedule a joint inspection within the inspection cycle.
- c. The Port shall administer fire prevention programs on real property owned by the Port.
- d. For operational permits involving the Port's water systems, the City agrees to use the Port's Utility Shutdown Process identified in the Rules of Airport Construction.
- e. If the Port requests that it do so, the City shall provide emergency response and/or permitting information to the Port to facilitate emergency response to those permitted facilities.
- f. The City shall provide a copy of all operational permits that it issues to the Port for real property owned by the Port and located outside the AAA.

## **5.5. Permit Process.**

### **A. City Process.**

The City shall follow approved City processes for all permitting conducted by the City for developments located on real property owned by the Port and located outside the AAA. The City shall provide the Port with pre-submittal consultation for Port projects if the Port requests the City's assistance.

### **B. Port Process.**

The Port shall follow approved Port processes for all permitting conducted by the Port for developments located on real property owned by the Port and located inside the AAA. All permits issued by the Port shall have permit fees assessed in accordance with the Port's most current adopted fee schedule.

**C. Permit Fees.**

The City shall assess fees to the Port for permits that it issues as established by the City's current Fee Schedule.

**1. Project Valuation.**

The Port may use its established methodology for determining valuation of building projects. The Port will determine project valuation using valuations computed from the most current Building Valuation Data Tables provided by the International Code Council in absence of a construction project bid valuation.

**D. Fees for Service – Quality Assurance.**

1. The Parties intend for the Port to act as the agent of the City for the purposes of administrating and enforcing the State Building Code on Port property located within the AAA and/or subject to exceptions to the AAA boundaries. In order to insure that the Port is properly carrying out its responsibilities and to demonstrate that the City is fulfilling its obligations as the Local Code Authority, the City shall implement quality assurance review of the Port's administration of the State Building Code on Port property located within the AAA. The Port shall pay the City an annual fee for the City's quality assurance review which shall not be less than two-hundred twenty-six thousand six-hundred dollars (\$226,600.00), adjusted by the September Consumer Price Index - Washington (CPI-W) (Seattle-Tacoma-Bremerton).

The City shall perform the following minimum quality assurance activities:

- a. Post-permit review and inspection
  - b. Input of permitting data into the City permitting system
  - c. Records Management - Auditing
  - d. General Administrative Oversight and Implementation
  - e. IT support for City systems
  - f. Verification of Port permitting and development regulations
2. The fee paid by the Port to the City for quality assurance review shall be called the "Minimum Payment." The Minimum Payment is a calculated fee for the quality assurance activities based upon an estimated annual project valuation of three-hundred million (\$300 million) and annual permits calculated at \$550 per one-million valuation, plus associated Technology Fees as provided for in the City of SeaTac Fee Schedule. The City shall calculate the total annual payments upon actual project valuations and the number of permits issued by the Port. The Minimum Payment shall not be less than \$226,600 per year.

3. The Minimum Payment shall be paid to the City by March 30th of each year. If permitting valuation exceeds \$300 million, the Port is required to pay additional fees for quality assurance services based on the actual project valuation and number of permits issued the preceding quarter, by the 15th day of the second month in the following quarter.
4. On an annual basis, the City will provide the Port with information describing how it utilized the Port's payments to undertake these quality assurance activities listed above.
5. The Parties agree to reassess the amount of the Minimum Payment five (5) years after the date of execution of the ILA to determine if the Minimum Payment should be adjusted. The Parties agree to use the same fee calculation outlined above for the readjustment.

## **5.6. Verification of Permitting and Development Requirements.**

### **A. Port Pre-Application Meeting.**

1. For all projects located on Port-owned property located within the City of SeaTac, the Port Project Manager will complete a Pre-Application Checklist ("Checklist"), included as Appendix 5A of this Chapter, in order to identify permitting and development requirements.
2. The Checklist will be submitted to the City Community and Economic Department Director or their designee and will include a vicinity map and site plan if available.
3. The Director or their designee shall determine if a Pre-Application meeting is required and notify the Port Project Manager within five (5) working days of his or her receipt of the Checklist as to whether or not the Pre-Application Meeting is required.
4. If a Pre-Application meeting is required, the Port shall coordinate with the City to establish a meeting date and time for the Meeting. The Port shall provide an agenda and supporting documents based on comments provided in the Pre-Application checklist to the City a minimum of five (5) working days in advance of the meeting. The City shall identify what, if any, City permitting and development requirements apply to the project and will provide any comments on the checklist at least five (5) working days. The checklist will be reviewed at the meeting and the final version of the checklist sent within five (5) working days of the meeting to the Port Project Manager.
5. If the City does not request a Pre-Application meeting, the City will identify what, if any, City permits will be required for the development and will provide any comments on the checklist within five (5) additional working days from the date that it receives the checklist.

## **5.7. Business Licensing.**

### **A. Authority.**

The Port acknowledges that the City has the authority to require a business license for businesses identified in Chapter 5.05 SeaTac Municipal Code to conduct business within the city limits. The City's limits specifically includes portions of Seattle-Tacoma International Airport.

### **B. Notification.**

The Port agrees to notify its tenants, subtenants, service providers, contractors, and subcontractors of the City's requirement to obtain a City Business License.

### **C. Requirement.**

The Port will require its tenants, subtenants, service providers, contractors, and subcontractors that are subject to the provisions of the City's Business License Code that they must obtain a valid City Business License prior to executing a lease, service (vendor) contract, or the issuance of a construction permit with the Port.

### **D. Initial Inspections.**

The City will notify the Port when a business license has been issued by the City for a business located on real property owned by the Port and located within the AAA. The Port will conduct a fire and life safety inspection of the business's premises and will ensure that the business's premises comply with the applicable fire codes. The Port will notify the City when it has completed the fire and life safety inspection of the business.

### **E. Renewal.**

Annual Renewals of City of SeaTac Business Licenses are due April 1. The City will identify any businesses that have not renewed their licenses and notify these delinquent businesses for the Port; these notifications will occur on accounts that have become delinquent accounts at 30 and 60 days. If the Port determines the business is still operating without a current business license, the City will refer to the delinquent businesses to its Code Compliance Department when the business's account is delinquent at 90 days in accordance with SeaTac Municipal Code.

### **F. Audit.**

The Port will allow access to Port property, subject to Airport security and site safety requirements, and relevant records by City staff for the purposes of the City performing an audit of business licensing records. The frequency of the City's audit will be determined by the City and the Port.



**5.8. Records Management.**

**A. Record Ownership.**

Records created, prepared, used or provided by the Port pursuant to the services provided to the City are considered City records. Records created, prepared, used or provided by the City pursuant to the services provided to the Port are considered Port records.

**B. Records Custodian.**

The City allows the physical custody of City records by the Port, and the Port allows the physical custody of Port records by the City, for the implementation of this Chapter.

**1. Retention of Records.**

Both parties agree to enforcement of the record retention schedule of the State of Washington Archivist.

**2. Destruction of Records.**

The destruction of all City records by the Port must be coordinated with the City Clerk or other designated City Records Manager. The destruction of Port records by the City must be coordinated with the Port.

**3. Requests for Records.**

Both parties agree to fulfill all record requests in accordance with the Washington Public Records Act.

**C. Audit.**

The Parties shall allow access and inspection of their records by the other party for compliance with applicable State laws.

**Appendix 5A: Pre-Application Checklist**

**Project Information:**

Project Name:	Enter here
Project Description:	Provide 2-3 sentences, attach site plan if available
Project Location:	Provide address/intersection, facility name, attach vicinity map
Land Use Zoning:	<input type="checkbox"/> AVO <input type="checkbox"/> AVC <input type="checkbox"/> Other: Identify.
Compatible Use:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Cost:	Est Construction Cost
Estimated Schedule:	Construction Start: Date   Finish: Date

Is the Project located within the Airport Activity Area (AAA)?    Yes    No    Exempt Area  
 Is the Project located within the Airport Storm Water Utility (ASU) boundary?    Yes    No  
 Is the Project located adjacent to or within critical areas?    Yes    No  
 Is the Project visible to Public ROW?    Yes, Enter street name here    No, N/A  
 Do Port Landscape Standards Apply?    Yes    No, explain.

**Port Contact Information:**

Enter Port PM name	<input type="text"/> Enter email address	<input type="text"/> Enter phone #
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**Environmental Review Information:**

Is SEPA anticipated for this Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Is the Project covered under existing environmental review document?	<input type="checkbox"/> Yes, Enter document name <input type="checkbox"/> No <input type="checkbox"/> Unknown
Is the Project eligible for a SEPA Exemption?	<input type="checkbox"/> Yes, Enter SEPA Exemption reference <input type="checkbox"/> No <input type="checkbox"/> Unknown

**General Permit Information:**

Building Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Electrical Permit	<input type="checkbox"/> City <input type="checkbox"/> L&I <input type="checkbox"/> N/A
Fire Permit	<input type="checkbox"/> City <input type="checkbox"/> Port (included with Building Permit) <input type="checkbox"/> N/A
Site/Grading Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Mechanical Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Plumbing Permit	<input type="checkbox"/> City <input type="checkbox"/> Port <input type="checkbox"/> N/A
Sign Permit	<input type="checkbox"/> City <input type="checkbox"/> Port (included with Building Permit) <input type="checkbox"/> N/A

*If the project is located outside the Airport Activity Area Boundary as identified in Appendix 3A of Chapter III: Land Use and Development Standards of the Interlocal Agreement then City of SeaTac permits are required if applicable.*

**Other Permit Information:**

ROW Use Permits	<input type="checkbox"/> Class B (Temporary lane/street closures, over legal loads) <input type="checkbox"/> Class C (Work within ROW, e.g. driveway, utilities) <input type="checkbox"/> N/A
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Completed by: Enter Port PM name here Date: Date

**City Review:**

Is a Pre-Application Review Meeting required?  No  Yes, then date held: Date

Is a Pre-SEPA Checklist meeting requested?  No  Yes

Does the City request early review of the SEPA Checklist?  No  Yes  N/A, located within AAA

Comments:

- 
- 
- 

Completed by: Enter City Staff name here Date: Date



# **ENVIRONMENTAL REGULATIONS**

## **CHAPTER VI: Environmental Regulations**

### **6.1. SEPA.**

#### **A. Lead Agency Status.**

The City and Port recognize that an important purpose of this Agreement is to establish procedures to facilitate and expedite development of Port properties. Part of the development review process is to ensure projects comply with the State Environmental Policy Act (SEPA), Chapter 43.21C RCW/197-11 WAC. To eliminate the need for case-by-case discussions in the future, the Parties agree that service as SEPA lead agency on port-owned properties will be as follows:

1. For projects located within the AAA boundaries, the Port will serve as SEPA lead agency.
2. For proposals for private development on Port property located outside the AAA:
  - a. The City will serve as SEPA Lead Agency, and the Port will be a Consulted Agency per WAC 197-11-724, for those proposals that are not associated with Airport Operations.
  - b. The Port will serve as SEPA Lead Agency, and the City will be a Consulted Agency per WAC 197-11-724, for those proposals that are associated with Airport Operations.
  - c. Proposals that are associated with Airport Operations are defined as proposals for Airport Airfield Facilities, Airport Cargo Facilities, Airport Landside Facilities, Airport Support Facilities or Airport Terminal Complex as defined in Appendix 3B.

#### **B. Consultative Process.**

1. The Parties agree to early and ongoing consultation to ensure proposals are clearly defined, and that impacts are identified and mitigated. However, both Parties reserve their rights to file an appeal of a SEPA determination.
2. The consultative process outlined below will apply only in instances where a party anticipates issuing a Determination of Non-significance (DNS) or Mitigated Determination of Non-significance (MDNS) threshold determination.
  - a. Proposals located within the AAA.  
Port staff will engage City staff in review of environmental issues through use of the Port's pre-application checklist. The City shall provide written comments, if any, within two (2) weeks from its receipt of the pre-application checklist from the Port. If requested to do so by the City, the Port agrees it will meet within the two-week timeframe and discuss the City's concerns prior to the Port's release of SEPA documents (both SEPA checklists and SEPA determinations). The Port will not issue a SEPA determination

- prior to expiration of this two-week time period.
- b. Proposals located outside the AAA.
    - i. If the City is the lead agency, the City will process the SEPA checklist and development application pursuant to the requirements of applicable City code and state law, including administration of the required public notification and comment periods. The Port's SEPA Responsible Official or designee will serve as the Port's point of contact. The Port will be given the opportunity to review public comments and draft City SEPA documents prior to the City's release of these documents. If requested to do so by the Port, the City agrees that it will meet to review public comments and discuss the Port's concerns prior to the City's release of SEPA documents. The Port shall provide written comments, if any, within two (2) weeks of its receipt of SEPA documents. The City shall not issue a SEPA determination prior to expiration of this two-week period.
    - ii. If the Port is the lead agency, the consultative process shall be consistent with the process that the Parties have agreed to use for projects located inside the AAA.
  3. For threshold determinations resulting in a Determination of Significance (DS), coordination shall occur through the processes identified for agency scoping in WAC 197-11-360 and -408.

## **6.2. Critical Areas.**

### **A. Applicable Standards.**

On Port property, the City's Critical Areas regulations (SeaTac Municipal Code Chapter 15.700), as those regulations exist on the date of this Agreement, shall apply, except for the following:

1. Mitigation projects/sites established under Clean Water Act Section 404 Permit #1996-04-02325 (Amended-2) and the associated Washington State Department of Ecology Section 401 Certification.
2. Future development projects requiring Washington State Hydraulic Project Approval, Section 401 Water Quality Certifications and/or Section 404 permits and associated compensatory mitigation.

### **B. Within the AAA.**

The Port shall administer and enforce critical area review of development proposals, permit applications, or other requests for permission to proceed with an alteration on properties located within the AAA, including any exceptions to the AAA boundaries provided for in this Agreement, or subject to the Port's administration of the Building Code.

**1. Exemptions.**

- a. Emergencies, which are exempt from the critical areas regulations specified in SMC 15.700.040.A include those associated with Airport Operations, as determined by the Port’s Executive Director or federal law.
- b. Utility-related activities as described in SMC 15.700.040 located on Port-owned roads and other Port property are exempt.

**C. Proposals outside the AAA, including those on Port-owned roads and other Port property.**

Critical area review of development proposals, permit applications, or other requests for permission to proceed with an alteration on property located outside the AAA shall be administered by the City.

Critical area reports and other supporting material shall be prepared by a qualified professional. For proposals for private development on Port property, critical area reports and other supporting documentation shall be prepared or reviewed by a qualified professional approved by the City, in accordance with SMC 15.700.100.

**D. For all proposals, regardless of location.**

1. Critical areas regulations, including applicable exemptions and exceptions, will be flexibly administered on a case-by-case basis to harmonize state and federal regulations, advisory circulars or similar provisions affecting airports and/or the special circumstances presented by airport operations.
2. Before impacting any critical area or its buffer, projects shall apply the mitigation sequencing specified in SMC 15.700.120. Avoidance and minimization of impacts will occur whenever these approaches can be reasonably accomplished through practicable alternatives. A “practicable alternative” is an alternative that is available and capable of being accomplished after taking into consideration cost, existing technology, and logistics in light of overall project purposes.
3. The bonding requirements of SMC 15.700.130 shall not apply to any Port project.
4. Regardless of whether the Port or the City are acting as the permitting agency, the City’s Critical Areas regulations shall not restrict development on Port property when there is no other practical alternative to the proposed development with less impact on the critical area and the proposal minimizes and/or mitigates the adverse impact on the critical areas as identified in the Critical Areas Report.
5. The Port will provide the City with maps and other data identifying revised and/or updated delineations of critical areas on Port property as determined by a qualified professional.



6. The requirement for a Notice on Title in SMC 15.700.160 shall not apply to projects located on Port property.

**6.3. Surface Water Management.**

**A. Introduction.**

The City is subject to and responsible for meeting its National Pollutant Discharge Elimination System (NPDES) Phase II Permit requirements within the corporate limits of the City.

The Port is required to implement and enforce all conditions of its individual NPDES permit, WA-002465-1, for those areas the Department of Ecology determines are subject to the permit.

**B. Storm Water Utility Fee.**

The City acknowledges that the Port is a unique partner in addressing storm water related issues on airport properties through meeting its individual NPDES Storm Water Permit requirements, and also through participation in the Miller-Walker Creek and Des Moines Creek Basin Committees and the operation of several regional detention facilities that benefit both Port-owned and non-Port-owned properties.

**1. Airport Storm Water Utility Boundary Area.**

The Port agrees to pay the City an annual surface water management fee of \$1,274,952.87 for the Airport Storm Water Utility Boundary Area, described in Appendix 6A, beginning in 2018 for the duration of the Agreement. The City and Port agree that the Airport and the areas within the Airport Storm Water Utility Boundary Area are unique and are not represented within the rate structure identified in SeaTac Municipal Code 12.10.225. The City and the Port agree that the Airport Storm Water Utility Boundary Area shall be treated as a single aggregate parcel consisting of 2,041.8 acres to establish a surface water fee, calculated in the table below.

<b>Description</b>	<b>Amount</b>
2018 Storm Water Fee (Base on 2,041.8 acres at \$1,220.29 per acre) <sup>1</sup>	\$2,491,588.12
25% NPDES Phase II Compliance Rebate (non-residential parcels) <sup>2</sup>	<\$622,897.03>
15% NPDES Permit Compliance Rebate (airport specific) <sup>3</sup>	<\$373,738.22>
Regional Flow Control Facility and Natural Resources Area Credit <sup>4</sup>	<\$220,000.00>
<b>Annual Surface Water Fee</b>	<b>\$1,274,952.87</b>

1. The Airport Storm Water Utility Boundary Area has an overall percent impervious

surface of between 45% and 65%.

2. As an incentive for businesses with storm water facilities to maintain these facilities in good working order, the City offers a 25% rebate on surface water fees for those that request the rebate and meet the requirements outlined in City Code.

3. Port Industrial Storm Water Permit Activities include: NPDES Permit reporting, inspection and compliance; onsite water quality and flow control, stream monitoring, industrial waste system (IWS) operation and education and outreach.

4. A significant portion of the Airport Storm Water Utility Boundary Area serves regional storm water detention and undeveloped natural areas.

**2. All Other Port-Owned Properties.**

Port properties located outside the Airport Storm Water Utility Boundary Area shall be subject to the surface water fee structure as outlined in the City code.

**C. Surface Water Design Standards.**

The City has adopted and follows the 2016 King County Surface Water Design Manual (KCSWDM) and the City addendum to the KCSWDM, collectively referred to as the Surface Water Design Manual (SWDM). This manual is equivalent to the Department of Ecology's Storm Water Management Manual for Western Washington (SMMWW). Development on Port property that is outside of the Airport Storm Water Utility Boundary Area shall be subject to the City's Surface Water Design Manual as amended.

The Port has adopted and follows the most recent version of the Department of Ecology's Storm Water Management Manual for Western Washington (SMMWW). Development within the Airport Storm Water Utility Boundary Area shall be subject to meeting the requirements of the SMMWW.

New development and redevelopment within the Des Moines Creek basin shall be subject to the Des Moines Creek basin-specific flow control standard as approved by the Department of Ecology in letter dated July 23, 2003 unless otherwise directed by the Department of Ecology.

**D. Regional Detention Facilities.**

The Parties acknowledge that the Miller Creek and Tye Regional Detention Facilities are owned and operated by the Port. The Port agrees that it will maintain and operate these Facilities in accordance with the design and operating standards established by King County for the shared benefit of all jurisdictions whose storm water drains to those facilities. The Port agrees to consult with neighboring jurisdictions before undertaking any alterations to the facility. Any alterations that increase or reduce benefit or use to neighboring jurisdictions shall result in a proportionate adjustment in the Storm Water Fee Credit given to the Port.

**E. Surface Water Coordination.**

**1. Joint Participation in Basin Initiatives.**

The Port and City agree to cooperatively participate in initiatives that

support watershed improvements including basin planning and other basin wide water quality initiatives. In the event that the Port and City agree to jointly fund watershed initiatives, the level of funding by the Port and City shall be based on the percent impervious surfaces on Port-owned properties for the Port and non-Port-owned properties within the City. The Parties can agree to jointly fund new initiatives; new initiatives will not include those already required by either the Port's individual NPDES permit or City's Phase II General B.

**2. Credit for Joint Funding.**

The full amount of Port funding of projects that are mutually agreed upon by the City and the Port to be of benefit to the city's storm water management system will be credited against the annual Surface Water Management Fee.

**3. Data and Reports.**

The Port and City agree to share upon request storm water related data, reports and infrastructure information including but not limited to: receiving water quality and flow data, water resource studies and reports, storm water conveyance/treatment system mapping data, and NPDES-required reports.

**6.4. Noise.**

The Port and City will utilize the Part 150 Planning Process for evaluating and incorporating noise compatibility measures, upon FAA approval, into appropriate Port and City plans, policies, and related land use maps and regulations. Prior to beginning future Part 150 noise planning, the City will identify a representative and alternate to serve on a technical advisory panel or other panel to provide input into the process. During the course of the Part 150 process, the Port commits to quarterly City Council briefings on the progress and outcomes of the noise planning process.

**6.5. Air Quality and Sustainability.**

The City and the Port recognize that the Port will continue to advance initiatives and projects in an effort to meet sustainability goals and objectives voluntarily set by the Port. These initiatives reduce a range of potential environmental impacts, including but not limited to, greenhouse gases and other air pollutants. The Parties agree that they may work collaboratively on these voluntary initiatives if they provide mutual benefit.

# Appendix 6A: Airport Storm Water Boundary Map



**PUBLIC SAFETY &  
GENERAL  
SERVICES**

## **CHAPTER VII: Public Safety & General Services**

### **7.1. Police Jurisdiction and Authority.**

The City and Port have, through their respective authorities and jurisdictions, established their own police forces to provide police services to their own jurisdictions. The City and Port Police Departments are authorized to engage as outlined in the Mutual Aid Police Powers Act, Chapter 10.93 RCW to provide emergency assistance to each other as needed.

### **7.2. Police Emergency Planning and Operations.**

The Parties agree that there is mutual benefit to frequent communications about crime, civil disorder, Homeland Security and public safety issues which may have shared impact. Therefore, Parties will establish and maintain working relationships that support such communication.

The Parties shall strive to visit each other's worksites annually, for guided familiarization tours consistent with local security needs and as feasible to conduct joint, pre-emergency planning and training drills.

When planned events are foreseen to impact both jurisdictions (such as dignitary visits, Seahawks, and protests) the Parties agree to work together to develop/implement strategies for successful resolution. If the event is permitted through the City's special event permit process, the City may assist the Port in recovering associated costs.

The Parties agree to develop agency specific event plans that will not negatively impact the resources of the other party. If it becomes obvious that an agency specific event or event plan will negatively impact the other party, the Party that will be impacted will notify the other Party of the potential impacts. In such cases, the Parties agree to work together to mitigate the impacts. All reciprocal services performed to mitigate the impacts shall be rendered without reimbursement unless the Parties agree to reimburse each other.

The Parties agree to review the contents of this Agreement every five (5) years or as requested by either party during the term of the ILA.

### **7.3. 911 Calls for Police Service.**

The 1999 911 Settlement Agreement is now terminated. The intent of this Section is to demonstrate collaborative philosophical and operational agreements between the Port and City Police Departments and their respective dispatch centers, seeking to ensure timely police responses for the benefit of public safety. The Parties also seek to reduce jurisdictional confusion for the Parties dispatch centers and first responders because a lack of clarity about jurisdictional response can negatively impact public safety.

The Parties agree to the following pertaining to law enforcement jurisdiction and routing of 911 calls for police service:

1. The Port shall have law enforcement jurisdiction for Port-owned properties within the AAA, the Airport Employee Parking Lot located in the 15000 Block of 24 Avenue S., and the Port's Consolidated Rental Car Facility. 911 calls for police service at these properties shall be routed to the Port Dispatch Center for response by the Port of Seattle Police.
2. Unless otherwise agreed upon, the City shall have law enforcement jurisdiction for Port-owned properties which are not immediately adjacent to the AAA, and 911 calls for police service shall be routed to the King County Sheriff's Office for response by the City Police.
3. Law enforcement jurisdiction shall change from the City to the Port for any Port-owned property that becomes included within or immediately adjacent to the AAA as the result of modification of the AAA boundary.
4. If a facility or property is deemed to be operationally essential to airport operations, safety and security, the Parties may agree to change law enforcement jurisdiction from the City to the Port, regardless of the proximity of the property to the AAA. At the request of the Port, the City and Port Police Chiefs will discuss and make a determination regarding whether law enforcement jurisdiction shall be modified while ensuring that public safety remains a top priority in any decision.
5. Any changes to law enforcement jurisdictional responsibility to a Port-owned property shall be agreed upon by the City and Port Police Chiefs. The Port shall document and forward any changes in writing to the ILA Reviewer, c/o King County Sheriff's Office Communications Center and the E-911 Program Office. Notice sent by the Port shall include the parcel numbers in which law enforcement jurisdiction is to be modified so that adjustments can be made to the GIS files for the proper routing of 911 calls.

**7.4. Fire Emergency Planning and Operations.**

Most fire agencies in King County, including the City and Port, have entered into the King County Mutual Assistance and Interlocal Agreement, which establishes each agency's mutual commitments and roles for assisting in fire calls and other emergencies. The Port and City agree to review this King County Mutual Assistance and Interlocal Agreement at least every five years, or when requested by either party, to ensure that the needs of the public are being served by the closest emergency response unit. The City and Port may enter into additional agreements as deemed appropriate by their respective Fire Chiefs.

**7.5. Permit Parking Program.**

ILA-2 (Exhibit C, Section 5) dedicated 36.9% of the parking tax collected by the City to certain transportation projects and related costs. Amendment #4 to ILA-2, Section B, eliminated this specific allocation moving forward, and established a joint process to

identify projects for the remainder of these Parking Tax funds. The Port releases to the City in full any interest or claim in these remaining parking tax funds, estimated to be \$3.85 million. It is the City's intent to utilize these remaining funds for supporting the initiation, implementation and ongoing operation of the Permit Parking Program and related transportation improvements. The City agrees that this contribution by the Port represents the appropriate level of participation in the design, capital costs and ongoing operations of the Permit Parking program for the term of this Agreement.

## **7.6. Community Relief.**

7.6.1. The Port will pay \$1.4 million annually to the City for community relief ("Community Relief Payment"). The Parties acknowledge that the Port's Community Relief Payment is intended to provide the City with community relief with respect to public safety, including police, enforcement of traffic and parking regulations, and general enforcement of City codes and ordinances not otherwise addressed in this Agreement, for impacts associated with airport operations or businesses directly serving airport passengers. Consistent with the Parties' intent concerning the purposes of the Community Relief Payment, and to foster the partnership between the Parties, the City shall not request additional funding from the Port for the matters covered by the Community Relief Payment during the term of this Agreement. The City shall also provide the Port with an annual financial accounting of the use of Community Relief Payments, including any unspent balance. Furthermore, the City agrees with the Port that the Community Relief Payment may be considered by the SEPA Lead Agency when determining the appropriate mitigation with respect to police and enforcement of parking and traffic regulations.

7.6.2. The Parties recognize the importance of working together in order to meet each Parties' commitments and obligations under this Agreement. Furthermore, the Parties agree that mutual cooperation, partnership, and acting in good faith is essential for this Agreement to be successful, and that the Dispute Resolution provisions established in Chapter II, Subsection 2.4 shall be utilized when the Parties cannot agree. In consideration of the Port's Community Relief Payment, the City agrees that the annual Community Relief Payment may be suspended by the Port (but not forfeited) if the City commences litigation against the Port concerning the subjects covered by this Agreement without first utilizing Dispute Resolution. Appeals under the State Environmental Policy Act shall not be considered litigation as contemplated by this Chapter.

## **7.7. Economic Opportunity and Workforce Development.**

The City and the Port shall jointly and cooperatively work to support economic opportunity and workforce development in the City for businesses and employees associated with Airport operations. One such effort will be in the furtherance of the requirements of the SeaTac Employment Standards Ordinance (codified in SMC 7.45), including, but not limited to, education and outreach efforts to both employees and businesses located at the Airport. These efforts may be further defined in a letter of agreement between the City and the Port to more specifically delineate each party's roles and responsibilities.



# **DEFINITIONS**

## DEFINITIONS

### Acronyms and Abbreviations:

Advisory Circular.....	AC
Air Operations Area.....	AOA
Airport Activity Area Boundary.....	AAA Boundary
Airport Activity Area.....	AAA
Airport Airfield Facilities.....	AAF
Airport Storm Water Utility Boundary.....	ASU Boundary
Airport Storm Water Utility.....	ASU
Airport Terminal Complex.....	ATC
Aviation Commercial.....	AVC
Aviation Operations.....	AVO
Capital Improvement Program.....	CIP
City of SeaTac.....	City
Community and Economic Development.....	CED
Consolidated Rental Car Facility.....	CRCF
Consumer Price Index - Washington.....	CPI-W
Determination of Non-significance.....	DNS
Determination of Significance.....	DS
Federal Aviation Administration.....	FAA
Interlocal Agreement.....	Agreement or ILA
International Building Code.....	IBC
International Energy Conservation Code.....	IECC
International Fire Code.....	IFC
International Mechanical Code.....	IMC
Joint Advisory Committee.....	JAC
King County Surface Water Design Manual.....	KCSWDM
Letter of Agreement.....	LOA
Level of Service.....	LOS
Mitigated Determination of Non-significance.....	MDNS
National Pollutant Discharge Elimination System.....	NPDES
Port of Seattle.....	Port
Pre-Application Checklist.....	Checklist
Revised Code of Washington.....	RCW
Rights of Way.....	ROW
SeaTac Municipal Code.....	SMC
Seattle-Tacoma International Airport.....	STIA or Sea-Tac Airport
South Aviation Support Area.....	SASA
State Environmental Policy Act.....	SEPA
Storm Water Management Manual for Western Washington.....	SMMWW
Surface Water Design Manual.....	SWDM
Sustainable Airport Master Plan.....	SAMP

Transportation Improvement Program.....TIP  
Transportation Network Companies.....TNC  
Uniform Plumbing Code.....UPC  
Washington Administrative Code.....WAC

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## **Land Use & Development Standards Definitions:**

### **Accessory Use**

A use that is subordinate to and contributes to the comfort, convenience or necessity of occupants, business or industry of the primary use.

### **Airport**

Airports are defined as a complex of facilities that support the landing, takeoff, servicing and maintenance of aircraft, and the movement of passengers, employees, visitors and cargo.

### **Aircraft Fueling Facility**

A building, storage tank, and other facilities for the purpose of storing and conveying aircraft fuel.

### **Aircraft Maintenance Facilities**

A building, hardstand, run-up area, and other facilities used for service and maintenance of private and public aircraft.

### **Air Operations Area (AOA)**

Any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

### **Aircraft Storage Area**

A building used to store private or public aircraft for short- or long-term periods of time.

### **Airport Airfield Facilities**

A runway, taxiway, hardstand, air traffic control towers, ramp control towers, service roads, infrastructure, and other navigation, communication, operational, security, and landing facilities and aids that support the landing, take off, movement, and parking of aircraft at an airport.

### **Airport Cargo Facilities**

A building, hardstand, and other facilities used for the on- or off-loading of air cargo on aircraft, the consolidation of air cargo for the loading of aircraft, transload of air cargo for vehicle distribution to customers, and the transfer of air cargo between vehicles and aircraft.

### **Airport Landside Facilities**

A building, parking lot or structure, and other facilities used for short-term parking or staging of airport customers, visitors, vendors, commercial ground transportation services, and other public transit services, and the parking of airport employees, in support of airport operations.

### **Airport Support Facilities**

Buildings, facilities, infrastructure, and equipment that support the maintenance and operation of an airport (including facilities such as flight kitchens, vehicle queuing and

employee/contractor parking), or are required by an authority having jurisdiction (e.g. FAA, Homeland Security) that supports or regulates airport operations.

**Airport Terminal Complex**

A complex of adjacent buildings, curbsides, parking lots/structures, roadways (excluding public right-of-way), and associated facilities, that support the interchange between various transportation modes and arriving/departing aircraft of the traveling public. Airport terminal complexes typically include aircraft gate parking, aircraft service areas, concourses, departure hold rooms, security checkpoints, airline offices and equipment, ticketing, baggage handling, loading docks, government offices and facilities, hotels, conference facilities, vehicle loading/unloading, commercial vehicle loading/unloading/staging areas, public parking, public transportation, and other dining and retail activities providing goods and services for the traveling public, other airport users and employees. (Source: FAA Advisory Circular 150/5360-13).

**Apiary**

A place where bees or beehives are kept.

**Automotive Service Center**

Establishment primarily engaged in small vehicle repair and detailing, including the sale and installation of lubricants, tires, batteries, mufflers and similar accessories.

**Batch Plant**

The manufacturing of asphalt or concrete which may include the storage of related component materials.

**Biomedical Product Facility**

An entity, business, or establishment that is involved in the design, development, assembly and/or manufacture of products developed specifically for the diagnosis, treatment or correction of medical disorders. Products produced by a biomedical product facility include pharmaceuticals, implants or prostheses.

**Communications Facility**

A communication facility for transmission of UHF and/or VHF television signals, FM and AM radio signals, and /or signals through FM translators or boosters not related to wireless communications facilities.

**Conference/Convention Center**

An establishment developed primarily as a meeting facility and for related activities.

**Consolidated Rental Car Facility**

A facility that supports the rental, storage, service, and preparation of motor vehicles for multiple rental car companies at the airport. These facilities typically include offices, customer amenities, parking, cleaning/service equipment, and fueling systems.

**Construction/Landscaping Yard**

A yard or outdoor facility used as a place to store equipment and materials used by a construction or landscaping business. Construction/landscaping yards may include office areas, as well as outdoor storage for equipment and materials for the construction and landscaping trades.

**Distribution Center/Warehouse**

A building which is stocked with products (goods) to be redistributed to other users. This may also be known as a “DC”, a fulfillment center, a cross-dock facility, a bulk break center, and/or a package handling center. This does not include truck terminals.

**Dry Cleaner**

An establishment engaged in the cleaning of clothing or fabrics with chemical solvents that have little or no water.

**Equipment Repair, Large**

Establishments primarily engaged in the repair and maintenance of commercial and industrial machinery and equipment. For the AVO zone, and within the AOA, this also includes the parking and storage of commercial and industrial machinery and equipment.

**Equipment Repair, Small**

The repair of appliances, stereo equipment, electronic pieces and computers. This term does not include the repair of motor vehicles in any form.

**Electric Vehicle Infrastructure**

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

**Financial Institution**

Establishments such as banks and credit unions.

**Fire Facility**

A facility used for the purposes of fire suppression, fire prevention, or other functions of fire departments.

**Food Processing**

An industrial production of food from a natural state to a packaged state through approved FDA processes and standards.

**Fueling/Service Station**

A building or lot having pumps and storage tanks where fuels, oils or accessories for motor vehicles are dispensed, sold or offered for sale at retail only; auto repair service is incidental and no storage or parking space is offered for rent.

**Health Club**

Facilities offering the use of exercise equipment for public use, and services such as, but not

limited to, expertise and instruction for fitness training and aerobics classes. Does not include massage or other medically related services.

### **Helipad/Heliport**

An area of land or water or a structural surface which is used, or intended for use, for the landing and take-off of helicopters, and any direct maintenance, storage or fueling areas.

### **High Capacity Transit (HCT)**

Guideways, stations, maintenance and operational facilities that support any form of public or private transit (bus, rail, train, Personal Rapid Transit (PRT), People Mover and other new technology) that moves a large number of people to set destination points.

### **Inter/Intra Terminal Transfer Facilities**

Facilities that support the transfer of airport passengers, airport employees, baggage, and cargo.

### **Kennel/Cattery**

A commercial establishment which houses, cares for, breeds, raises or sells dogs or cats. Four (4) or more adult dogs or cats or any combination thereof constitute a kennel. Small animal hospitals and clinics and up to two (2) dwelling units, to be used as manager/caretaker residences, either attached or detached from the kennel, are included. An adult dog or cat is one of either sex, altered or unaltered, that has reached the age of six (6) months.

### **Laboratories, Research, Development and Testing**

A facility in which scientific research, investigation, testing, or experimentation occurs, but not including manufacture and sale of products.

### **Manufacturing, Light**

The transformation of materials or substances into new products, including construction and assembling of component parts and the blending of materials such as lubricating oils, plastics, resins or liquors. Light manufacturing and fabrication is characterized by the use being contained within buildings, and materials or equipment used in production not being stored outside. Light manufacturing and fabrication activities do not generate external emissions such as smoke, odor, noise, vibrations or other nuisances outside the building. This definition includes but is not limited to manufacture and fabrication of electronic components, office products, furniture, and glass products.

### **Manufacturing, Medium**

The transformation of materials or substances into new products including construction and assembling of component parts, and the blending of materials such as lubricating oils, plastics, resins or liquors. Medium manufacturing and fabrication is characterized by need for only very limited areas of outdoor storage and may create minor external environmental impacts during the conduct of operations but most impacts are contained on site. This definition includes but is not limited to manufacture and fabrication of alcoholic products, paints, printing ink, and leather goods.

**Mobile Refueling Operation**

An operation where a tank delivery vehicle, containing an approved combustible liquids dispensing storage tank with a maximum capacity of two thousand five hundred (2,500) gallons, is used to refuel commercial and construction vehicles with diesel engines for a site that does not include a stationary vehicle refueling station or facility. Mobile refueling operations do not include the mobile refueling of vehicles with gasoline or other alternate fuel powered engines.

**Nonprofit Organization**

A corporation that was formed under the Washington Nonprofit Corporation Act to pursue a stated goal without the intention of distributing excess revenue to its members, directors, or officers.

**Off-Site Hazardous Waste Treatment and Storage**

Hazardous waste treatment and storage facilities that treat and store waste from generators on properties other than those on which the off-site facility is located.

**Police Facility**

A facility used for the purposes of law enforcement or other functions of police departments.

**Professional/Business Office**

A place of employment providing professional, administrative, business or governmental services other than production, distribution, sale or repair of goods or commodities.

**Public Agency**

A public agency is: a) any state board, commission, committee, department, educational institution, or other state agency which is created by or pursuant to statute, other than courts and the legislature; b) any county, city, school district, special purpose district, or other municipal corporation or political subdivision of the State of Washington; c) any sub-agency of a public agency which is created by or pursuant to statute, ordinance, or other legislative act, including but not limited to planning commissions, library or park boards, commissions, and agencies; and d) any policy group whose membership includes representatives of publicly owned utilities formed by or pursuant to the laws of this state when meeting together as or on behalf of participants who have contracted for the output of generating plants being planned or built by an operating agency.

**Public Agency Office**

An office maintained and used as a place to transact business, activity and operations of any public agency.

**Public Agency Yard**

A yard or facility used as a place to store materials used by the “outdoor” operations of the public agency, and further used as a place to maintain equipment and facilities of the public agency.



**Public/Private Parking**

A parking lot or structure used exclusively for the parking of motor vehicles, either public or private, for a fee for any period of time.

**Recreational Center**

A recreational use, building, or event maintained and operated by a nonprofit club, or an organization whose membership is for a specified group.

**Recycling Processing**

An enclosed facility supporting the processing of solid waste mechanically or by hand to segregate materials for sale or reuse. Materials which can be removed through recycling include, but are not limited to, mixed paper, newsprint, cardboard, aluminum, glass, plastics, chemicals, oil, wood, compostable organics (food and yard debris), ferrous metal, and inorganics (rubble and inert material).

**Restaurant**

Commercial use (excluding fast food restaurants) which sells prepared food or beverages and generally offers accommodations for consuming the food or beverage on the premises.

**Restaurant, Fast Food**

Commercial use which serves food or beverages, is built to encourage drive-through business, and minimizes the number of interior accommodations for on-site consumption of the product.

**Retail, Big Box**

A retail or wholesale use in a building greater than fifty thousand (50,000) square feet of gross floor area that typically requires a high parking-to-building area ratio. Big-box retail buildings are typically single-story structures. Accessory outdoor display of some materials may occur.

**Retail, General**

Establishments within a permanent structure engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. This definition excludes retail, big box and pawn shops.

**Sports Club**

A profit or nonprofit club providing the following activities: a) the instruction of basketball, softball, baseball, cheerleading fundamentals, martial arts and other similar activities, b) weight lifting, c) drop-in, pick-up game sport activities, and d) tournaments/competitions related to the instructional activities.

**Stadium/Arena**

A large open or enclosed place used for games and major events and partly or completely surrounded by tiers of seats for spectators. This includes accessory eating and drinking establishments.

**Truck Terminal**

A building or area in which semitrailers, including tractor and trailer units, and other trucks are parked or stored for seventy-two (72) hours or less before being dispatched. This facility may include incidental servicing and washing facilities.

**Utility Substation**

Moderate to large scale facilities including power substations, water transmission lines, wireless base stations, sewer collectors and pump stations, switching stations, gas transmission lines, industrial wastewater treatment plants, water storage tanks and reservoirs and similar structures.

**Utility Use**

Facilities including power lines, water and sewer lines, storm drainage facilities, industrial wastewater facilities, transformers, pump stations and hydrants, switching boxes and other structures generally located in public rights-of-way, plated public rights-of-way, or dedicated easements.

**Vehicle Repair, Large**

Vehicle repair includes fixing, incidental body or fender work, painting, upholstering, engine tune-up, major engine or transmission repair, adjusting lights or brakes, brake repair, other similar repair work and supplying and installing replacement parts of or for large vehicles. For the AVO and AVC zones this also includes the parking and storage of large vehicles.

**Vehicle Repair, Small**

Vehicle repair includes fixing, incidental body or fender work, painting, upholstering, engine tune-up, major engine or transmission repair, adjusting lights or brakes, brake repair, other similar repair work and supplying and installing replacement parts of or for small vehicles.

**Veterinary Clinic**

A place where domestic animals are given medical care and the boarding of animals is limited to short-term care incidental to the clinic use.

**Winery/Brewery/Distillery**

An establishment which includes the brewing of beer, ale or malt beverage, the process of making wine, or the process of making distilled spirits. Accessory tasting rooms, retail sales and eating facilities may also be included.

**Wireless Communications Facility**

A fixed location for the transmission and/or reception of radio frequency signals, or other wireless communications, and usually consisting of an antenna or group of antennas, feed lines, telephone lines, and equipment shelters, and may include an antenna-supporting structure.

**SIGNATURE PAGE**

**SIGNATURE PAGE**

DATE effective on the last signature below.

DATED: \_\_\_\_\_

PORT OF SEATTLE, a Washington  
municipal corporation

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Traci Goodwin  
Port of Seattle Counsel

DATED: \_\_\_\_\_

CITY OF SEATAC, a Washington  
municipal corporation

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary Mirante Bartolo  
City of SeaTac, City Attorney