

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 97-A98	<b>Subject:</b> Interlocal Agreement (ILA) with the Port of Seattle (POS)
-------------------------------	---

**Term:** 09/04/97 thru 02/16/06

**Reference to:** Res. 97-019 **Approved:** 07/22/97

**Department/Contact:** City Manager's Office

<b>Amendments:</b>	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
	1			Amended Map
	2	Res. 99-033	12/14/99	RE: Street Vacations (LID#1)
	3	Res. 00-022	11/14/00	Amended Map
	4			Amendment RE: Exhibit A-2
	5	Port of Seattle Ltr.	12/16/08	Commitment to vacate the NSTP Streets

**Comments:**

**Bid List for Destruction:** N/A

**Retain this record until after:** 02/16/16

**Date Reviewed by Deputy City Clerk:**



December 16, 2008

Mr. Craig Ward, City Manager  
City of SeaTac  
4800 S. 188<sup>th</sup> Street  
SeaTac, WA. 98168

Dear Craig:

I am writing this letter in regards to the vacation of streets in the North SeaTac Park area. These vacations are per prior agreement and are referenced in the 2006 Interlocal Agreement (ILA) as "approximately 33 acres of street vacations in the North SeaTac Park (NSTP) area as called for in the NSTP agreements."

This letter affirms our agreement that the package of street vacations currently being considered by the City of SeaTac Council will satisfy the City's ILA commitment to vacate the NSTP streets.

Thank you for your and your staff's work in processing the street vacations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane", written in dark ink.

Diane Summerhays  
Director, Community Development

RECEIVED

DEC 19 2008

CITY MANAGER'S OFFICE

C: Todd  
Tom G.  
Kit

Original: city  
clerk's office  
ILA file



**Amendment #4**  
**to**  
**Port of Seattle & City of SeaTac Interlocal Agreement**  
**Entered into on September 4, 1997**

In accordance with the provisions of the September 4, 1997 Port of Seattle and City of SeaTac Interlocal Agreement (ILA), including but not limited to ILA paragraph 12.2 "Amendment" and Exhibit A, section 2.4 "Expansion of Port Uses and Property," the Port and City hereby amend the ILA as follows:

Exhibit A, Attachment A-2, "Agreed Map and Land Uses on Port Property"

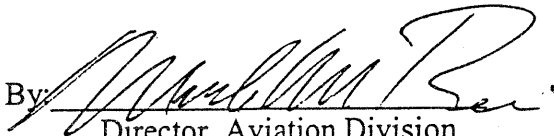
Add "Borrow / Surface Mining Operations" to the list of Permitted Principal Uses within both the Aviation Operations (AVO) and Aviation Commercial (AVC) zones.

Add note that Borrow / Surface Mining Operations are "Subject to Best Management Practices (BMP) and the protection of adjacent properties as agreed upon in advance between the City and the Port of Seattle."

This amendment #4 shall be effective on the date of the last signature below.

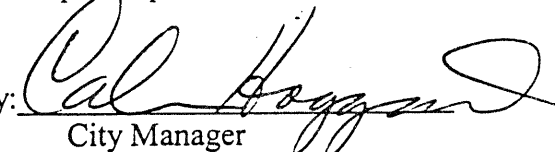
Dated: December 26, 2001

PORT OF SEATTLE, a Washington  
municipal corporation

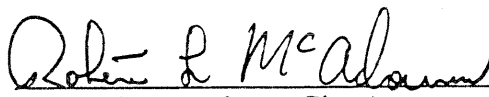
By:   
Director, Aviation Division  
for Gina Marie Lindscy

Dated: DECEMBER 21, 2001.

CITY OF SEATAC, a Washington  
municipal corporation

By:   
City Manager

Approved as to form:

  
Robert L. McAdams, City Attorney

Return Address:

CITY OF SEATAC  
City Clerks Office  
17900 International Blvd. Suite 401  
SeaTac, WA 98188-4236



20001220000560

CITY OF SEATAC AMND 11.00  
PAGE 001 OF 004  
12/20/2000 12:04  
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Amendment #3 "POS + City of Seatac ILA (9-4-97)
2. TO Res #00-024
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document

Grantor(s) (Last name first, then first name and initials)

1. City of Seatac
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. Port of Seattle
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

☒ Additional legal is on page 2,3 of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

2000 122 0000560



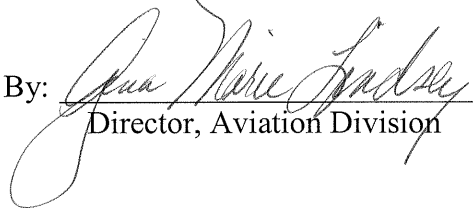
**Amendment #3**  
**to**  
**Port of Seattle & City of SeaTac Interlocal Agreement**  
**Entered into on September 4, 1997**

In accordance with the provisions of the September 4, 1997 Port of Seattle and City of SeaTac Interlocal Agreement (ILA), including but not limited to ILA paragraph 12.2 "Amendment," the Port and City hereby amend the Seattle-Tacoma International Airport Zoning Map included as Attachment A-2 to the ILA to exclude the area shown in Attachment A to this Amendment #3. The amended Zoning Map shall also serve as an amended "coordinated land use map" as called for in ILA Attachment A, paragraph 2.1.

This amendment #3 shall be effective on the date of the last signature below.

Dated: 12/5/00

PORT OF SEATTLE, a Washington  
municipal corporation

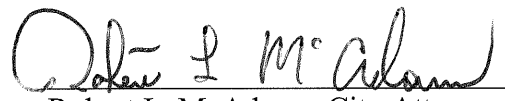
By:   
Director, Aviation Division

Dated: 12/1/00

CITY OF SEATAC, a Washington  
municipal corporation

By:   
City Manager

Approved as to form:

  
Robert L. McAdams, City Attorney

2000 122 0000560

## Year 2000 ILA Map Amendment

2000 122 0000560

City  
of  
Burien

City of SeaTac Corporate Limits

DES MOINES DR S

S 157TH PL

9TH PL S

9TH AVE S

ATTACHMENT A

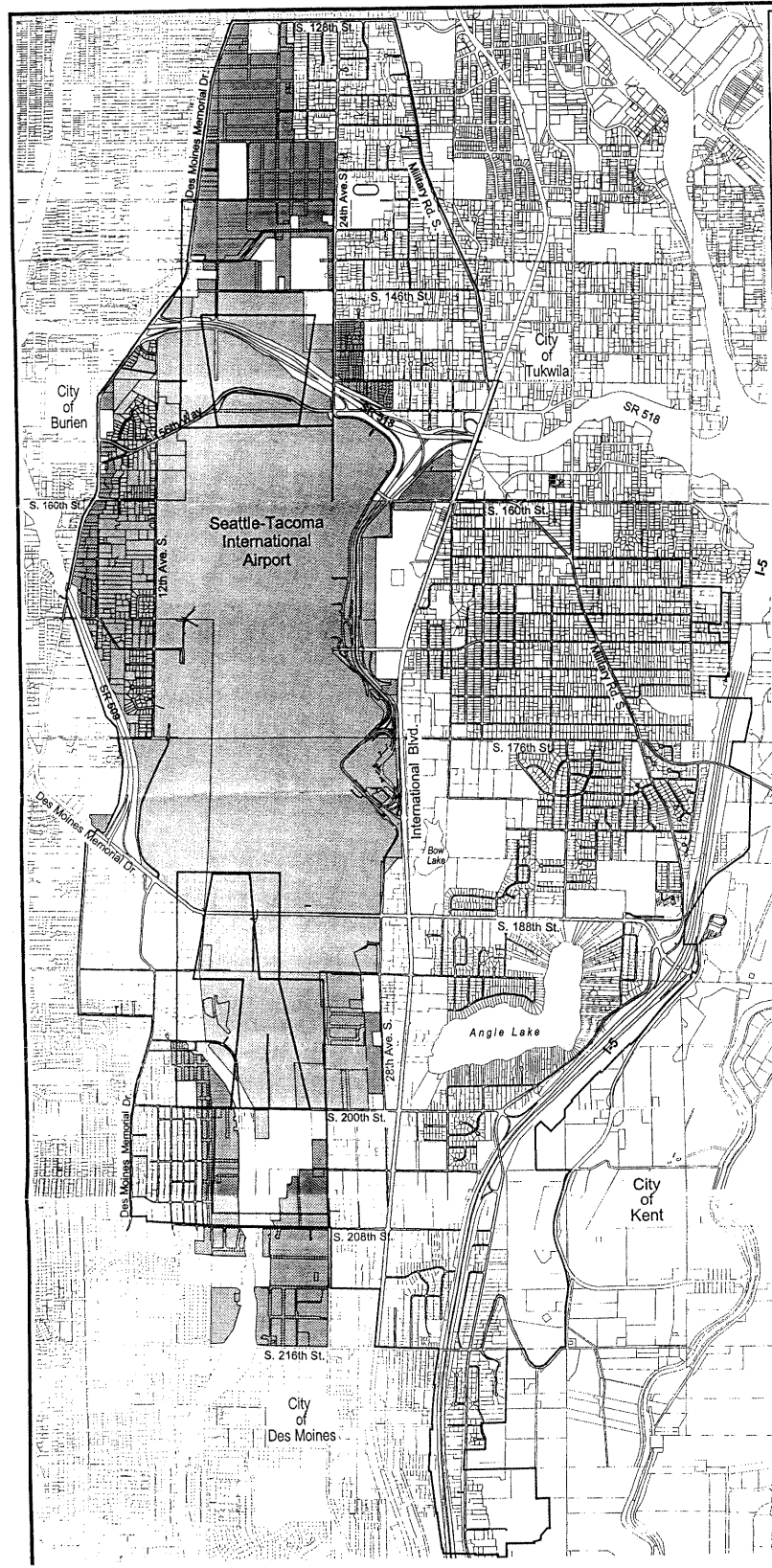


Area Proposed for Removal from ILA Map



Prepared by The City of SeaTac Dept. of Planning & Community Development, November 1, 2000.

2000 122 0000560



# Seattle-Tacoma International Airport Zoning Map

## LEGEND:

### Zoning Designations:

- Aviation Operation (AVO)
- Aviation Commercial (AVC)

### FAA Regulated Areas:

- Runway Protection Zones (RPZ)
- Approach Transitional Zones (ATZ)

### Other Features:

- SeaTac City Limit
- Parcel Boundaries

The boundary between the Aviation Operations (AVO) and Aviation Commercial (AVC) zones in the area west of the airport is intended to show the property needed for the third runway and related facilities. The boundary may be adjusted upon mutual agreement of the parties based on the outcome of the joint Westside planning set forth in Exhibit A, 1.2.

## EXHIBIT A

Scale: 1:25000  
Prepared by:  
The City of SeaTac  
Department of Planning & Community Development  
January 2000  
Revised November 2000.

Sources:  
Map prepared by Gambrell Urban, Inc., & for Seattle-Tacoma International Airport  
City of SeaTac Resolution 99-028, Effective 11/23/99



## City of SeaTac & Port of Seattle Policy and Procedures

**Policy # 4**

**Title: Project Notice Procedure**

**Adopted: July 2000**

Gina Marie Lindsey, Director of Aviation, Port of Seattle

Calvin Hoggard, City Manager, City of SeaTac

Approved as to Form:

Robert L. McAdams, City Attorney

### **PROJECT NOTICE PROCEDURE**

This procedure addresses the implementation of the Project Notice requirement in the ILA.

#### Background Information

The 1997 Interlocal Agreement between the Port of Seattle and City of SeaTac ("ILA") requires that the Port provide "Project Notice" (see below) using the "standard format" provided in ILA Attachment A-3.

**2.3.1.2 Project Notice.** The Port shall provide a "Project Notice" to the City for each proposed action by the Port using the format set forth in Attachment A-3 (including a full description of compliance with pre-approved development standards). Project Notice shall be sent as early as possible (*e.g.* initial listing on Port's spread sheet tracking if sufficient detail exists), but in any event no later than the Port's preparation of a SEPA checklist for the project or the Port's determination the action is not covered by SEPA (*e.g.* categorical exemption).

#### Format of the Project Notice

The Port has developed a new form called the Port Project Notice Tracking Sheet (see sample attached) which will serve as the Project Notice required by the ILA. Rather than having a separate notice for each project, the Port and the City have determined that a sheet which tracks all pending projects is superior. Thus, the Port Project Notice Tracking Sheet will include a list of many projects.

### Content of the Project Notice

The ILA Attachment A-3 states that the Project Notice is supposed to be provided as soon as possible, or no later than the time a checklist is prepared or a categorical determination is made. Not all of the information required in Attachment A-3 is available before the checklist is issued. The Port and the City have determined that in light of this situation, the Port Project Notice Tracking Sheet shall list pending or proposed projects, even if not all of the information required by Attachment A-3 is available at the time of the initial listing. The Port shall provide the information on the project to the extent it is available at the time the Tracking Sheet is produced. The Tracking Sheet will also be updated regularly by the Port to add information as it becomes available on each project.

For example, the location, proposed use, and schedule can be provided at the first listing of a project on the Tracking Sheet. The status of Environmental Review can be generally stated at the outset, but this will need to be updated as the Environmental Review process proceeds for each project.

In terms of the applicable Development Standards, the Port and the City have determined that a very generalized description on the Tracking Sheet is sufficient to cover this item required by Attachment A-3. The Tracking Sheet will not itself provide detailed information on the compliance with Development Standards; such compliance will be addressed in submittals to the City for individual projects. (See separate procedure entitled Port-City Development Review Process.)

The Tracking Sheet will continually increase in size as new projects are added and new information is provided on projects identified on previous Tracking Sheets. The Port may remove from the Tracking Sheet any project for which permits have been issued or any project which has been discontinued.

See section at the end of this procedure which provides more detailed information on how the various columns on the Tracking Sheet are to be filled in.

### Type of Projects which Trigger Project Notice

The ILA does not specifically state which projects would trigger the Project Notice requirements. The ILA states that the requirements apply to “each proposed action by the Port” and that such notice shall be provided no later than “... preparation of a checklist or the Port’s determination the action is not covered by SEPA (e.g. categorical exemption).” Based on these provisions of the ILA, the Port and the City agree that the Project Notice requirements also apply to Port projects categorically exempt from SEPA, and not just for DNSs, MDNSs, and EISs. Also, many of the Port projects are already covered by the Master Plan Update EIS. Nonetheless, those projects shall also be identified on the Tracking Sheet.

Notwithstanding the above, the issue that arises is whether the Project Notice requirements apply to minor Port actions. The Port and City agree that the ILA should not be interpreted so literally as to mean that every single activity at the Airport is covered by the Project Notice requirements. Instead, the Project Notice is meant to provide early information to the City of Port capital projects, so that the City may be familiar with them and the overall schedule of projects.

Toward that end, there are certain categories of projects to which the Project Notice requirements are inapplicable. For example, any Port project that involves only maintenance and repair or non-structural building changes, shall be exempt from the Project Notice requirements.

#### How Notice is Created and Updated

The Port's existing SEPA spreadsheet is not always current for Airport projects, is only issued once per month, and the information provided is less than what is required by the Project Notice "standard format." Thus, the Port has developed a new form, called the Port Project Notice Tracking Sheet (see sample attached) to suffice as the ILA Project Notice. The Tracking Sheet will be prepared and updated by the Port's Environmental Services group. The Tracking Sheet will be reviewed internally by the Port through its SEPA/NEPA team, prior to release. Each Tracking Sheet will be issued with a cover memorandum signed by David McCraney.

The Port has developed an internal procedure whereby Environmental Services is informed of planned projects so that these can be added to the Tracking Sheet on a timely basis. In addition, Environmental Services will track SEPA exemptions on minor construction projects so that such projects, to the extent required by this procedure, are listed on the Tracking Sheet.

The Tracking Sheet shall be issued once a month, or sooner if Environmental Services is aware of changes to the prior Tracking Sheet. The Port shall produce versions of the Tracking Sheet in a format which track changes in the information provided in the prior Tracking Sheet. For example, for projects already listed on the Tracking Sheet, a change to information in the columns for that project shall be indicated with a shaded background in order to denote the changes. Similarly, if a new project appears in the Tracking Sheet, the name of the project and all information in the various columns for that project shall be noted with a shaded background.

### Distribution of Project Notice

The Tracking Sheet shall be distributed by the Port to Port staff, and by the Port to City staff as indicated on the attached sample Tracking Sheet.

If the City wishes to discuss projects involving SEPA exemptions or DNSs, then the City shall contact David McCraney at the Port to arrange for that discussion. Discussion of projects involving EISs would normally occur before issuance of the EIS, and also during the public review process on the EIS. In the case of EIS projects or MDNS projects, the Port would initiate contact with the City's Planning Director or designee to discuss the projects.

### Further Comments on Information to be Included on the Tracking Sheet

To assist Port staff in filling out the Tracking Sheet, and City staff in reviewing the Tracking Sheet, further information is provided below on what information is to be included within each column on the Tracking Sheet.

- **Project Name/CIP Number** – Use the name which the Port commonly uses in describing the project. Indicate the Port's assigned CIP number for that project. An asterisk next to the Project Name denotes that the project was included in the Port's Airport Master Plan. The significance of this is that most Airport Master Plan projects are not subject to further mitigation of impacts. For further information, see Exhibit A, Land Use Agreement, to the 1997 ILA, particularly section 2.3.1.4.
- **Project Manager** – Designate Port staff in charge of the project. This same person will be listed as the Port contact on permit/ILA submittals to the City.
- **Project Location** – Rather than attaching a map (which would be cumbersome given that this will develop into a long list of projects), provide a brief description of the project location (within the terminal, where on the airfield, outside the airport, etc.). However, a map will be provided, if a written description is not sufficient to give City staff a clear understanding of a project's location.
- **Project Size/Scope** – State acreage, number of stories, number of parking spaces, quantity of grading, as appropriate.
- **Project Function and Use/User** – State function or purpose of project (both immediate and as it relates to overall airport improvements) and the intended use or user. Examples include: "support increased air travel/airport passengers" or "meet projected parking forecast/public parking."

- **Status of Environmental Review** – If Port determines the project is exempt from Environmental Review, indicate: “Categorically Exempt.” If not exempt, indicate whether Environmental Review is under NEPA or SEPA, and indicate Estimated or Actual completion date for environmental document. If a project is just in its infancy, and the status of environmental review is not yet known, then indicate “To be Determined.” If environmental review is covered by the Airport Master Plan EIS, indicate “Covered by Master Plan EIS.”
- **Proposed Construction Schedule** – Indicate which quarter of which year construction is anticipated to begin; if quarter not known, indicate year or range of years. Indicate approximate end date for construction.
- **Development Standards That Apply** – The possible development standards that apply are: City permit standards if a City permit is required (building, grading, plumbing, mechanical, and electrical); ILA pre-approved development standards, whether or not a City-permit is required; and Port of Seattle 1996 Regulations for Airport Construction (“RAC”). Any of these that apply to the project should be listed in this column, *e.g.*, City permit standards, ILA standards, RAC. If a project is just in its infancy, and the status of compliance with development standards is not yet known, then indicate “To be Determined.”

If the Port anticipates some potentially disputed issue about the standards (such as a request for modification or interpretation of the standards), then this should be noted in this column.

- **Status of City PDRC** – Under the separate procedure entitled Port-City Development Review Process, a PDRC process is established for preapplication review of Port projects, either to discuss City permit requirements or issues of compliance with ILA development standards. If a PDRC meeting is planned, but not yet scheduled, indicate in this column: “To Be Scheduled.” If the PDRC meeting has been scheduled, indicate meeting date. If no PDRC meeting is contemplated, indicate: “Not Applicable.”





## City of SeaTac & Port of Seattle Policy and Procedures

**Policy # 3**                      **Title: Dispute Resolution Procedures**                      **Adopted: March 2000**

Gina Marie Lindsey, Director of Aviation, Port of Seattle

Calvin Hoggard, City Manager, City of SeaTac

### DISPUTE RESOLUTION PROCEDURES

As part of the implementation of the 1997 Interlocal Agreement, the Port and City hereby mutually agree as follows:

1. The procedures in this document are intended to supplement the "Binding Arbitration" provisions of the ILA "Dispute Resolution" process (ILA ¶11.1.2). The overall Dispute Resolution Process shall be governed by ILA ¶11.1 and in the event that this document conflicts with the ILA, the ILA shall govern.
2. Potential providers of arbitration services include, but are not limited to the following: the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR), and Washington Arbitration and Mediation Services (WAMS).
3. The applicable arbitration rules for all cases shall be the King County Local Rules for Mandatory Arbitration unless the Port and City agree to alternative rules at the time the Binding Arbitration portion of the ILA Dispute Resolution process is invoked.

###

**Amendment #2**  
**to**  
**Port of Seattle & City of SeaTac Interlocal Agreement**  
**Entered into on September 4, 1997**

In accordance with the provisions of the September 4, 1997 Port of Seattle and City of SeaTac Interlocal Agreement (ILA), including but not limited to ILA paragraph 12.2 "Amendment," the Port and City hereby amend the ILA as follows (additions in double underline, deletions in strikethrough):

Exhibit C, Section 5.1.21 – 28<sup>th</sup>/24<sup>th</sup> LID

The Port shall fund the formation of (and not protest) and pay its property benefit assessment share of an LID for Phase I of the 28th/24th Ave. S. project commensurate with other property owners. Phase I of this project will upgrade the corridor to a principal arterial (5 lanes) from S. 188th St. to S. 202nd ~~204th~~ St. (see attached map). The Port's commitment is \$2.828 million, plus interest that may accrue, based on the final project assessment roll dated November 17, 1999. The parties acknowledge that the City will need to purchase property from the Port for the arterial and related facilities and that the value of this property is subject to ongoing discussions. \$5.3 million as estimated to date in 1997 dollars. The final Port amount is subject to final project costs. [Note: The Port's payment has 2 components. First, the Port's share as a property owner is currently estimated at \$2.9 million out of a \$8.2 million share to be paid by property owners, less \$2.2 million right-of-way donation for a net of \$0.7 million. Second, the Port will fund another \$3 million as an airport institutional benefit for the LID. The property component share will be adjusted to final costs. The institutional benefit share will be inflated by the Consumer Price Index for the Seattle Metropolitan Area.] The Port shall support and cooperate in the City's request to apply all or substantially all of the TIB funds (approximately \$12 million) towards Phase I of the project. Alternatively, if the TIB funds are not allocated to Phase I, the City may provide comparable funding from other sources. The Port shall continue to provide input to the LID project design.

Exhibit C, Section 9.2 – Street Vacation Payment

The Port's payment for the street vacations identified in ¶ 9.1~~(a)~~ shall be the liquidated amount of \$6.5 million. \$3.5 million. The parties agree that the payment described in ¶ 1.4 of this Exhibit C shall constitute the full liquidated payment for the remainder of the street vacations identified in ¶ 9.1(b), (c) and (d). Starting January 1, 2000, interest on \$3 million of this amount shall accrue at the interest rate of tax-exempt municipal bonds issued by the City in 2000 (estimated at an annual rate of 6.5%).

Amendment #2 to  
Port of Seattle & City of SeaTac Interlocal Agreement  
Entered into on September 4, 1997

Page 2 of 2

This amendment #2 shall be effective on the date of the last signature below.

Dated: December 15, 1999

PORT OF SEATTLE, a Washington  
municipal corporation

By: Gina Marie Lindsey  
Director, Aviation Division

Dated: December 21, 1999

CITY OF SEATAC, a Washington  
municipal corporation

By: Calvin Hoggard  
City Manager

Approved as to form:

Robert L. McAdams  
Robert L. McAdams, City Attorney

**Amendment #1**  
**to**  
**Port of Seattle & City of SeaTac Interlocal Agreement**  
**Entered into on September 4, 1997**

In accordance with the provisions of the September 4, 1997 Port of Seattle and City of SeaTac Interlocal Agreement (ILA), including but not limited to ILA paragraph 12.2 "Amendment," the Port and City hereby amend the Seattle-Tacoma International Airport Zoning Map included as Attachment A-2 to the ILA to exclude the area shown in Attachment A to this Amendment #1. The exact location of the eastern zoning line on the McBreen / Port of Seattle properties shall be consistent with the final lot line adjustment approved by the City of SeaTac. The amended Zoning Map shall also serve as an amended "coordinated land use map" as called for in ILA Attachment A, paragraph 2.1.

This amendment #1 shall be effective on the date of the last signature below.

Dated: Dec. 14, 1999

PORT OF SEATTLE, a Washington  
municipal corporation

By: Gina Marie Lindsey  
Director, Aviation Division

Dated: Dec. 14, 1999

CITY OF SEATAC, a Washington  
municipal corporation

By: Colin Hoggard  
City Manager

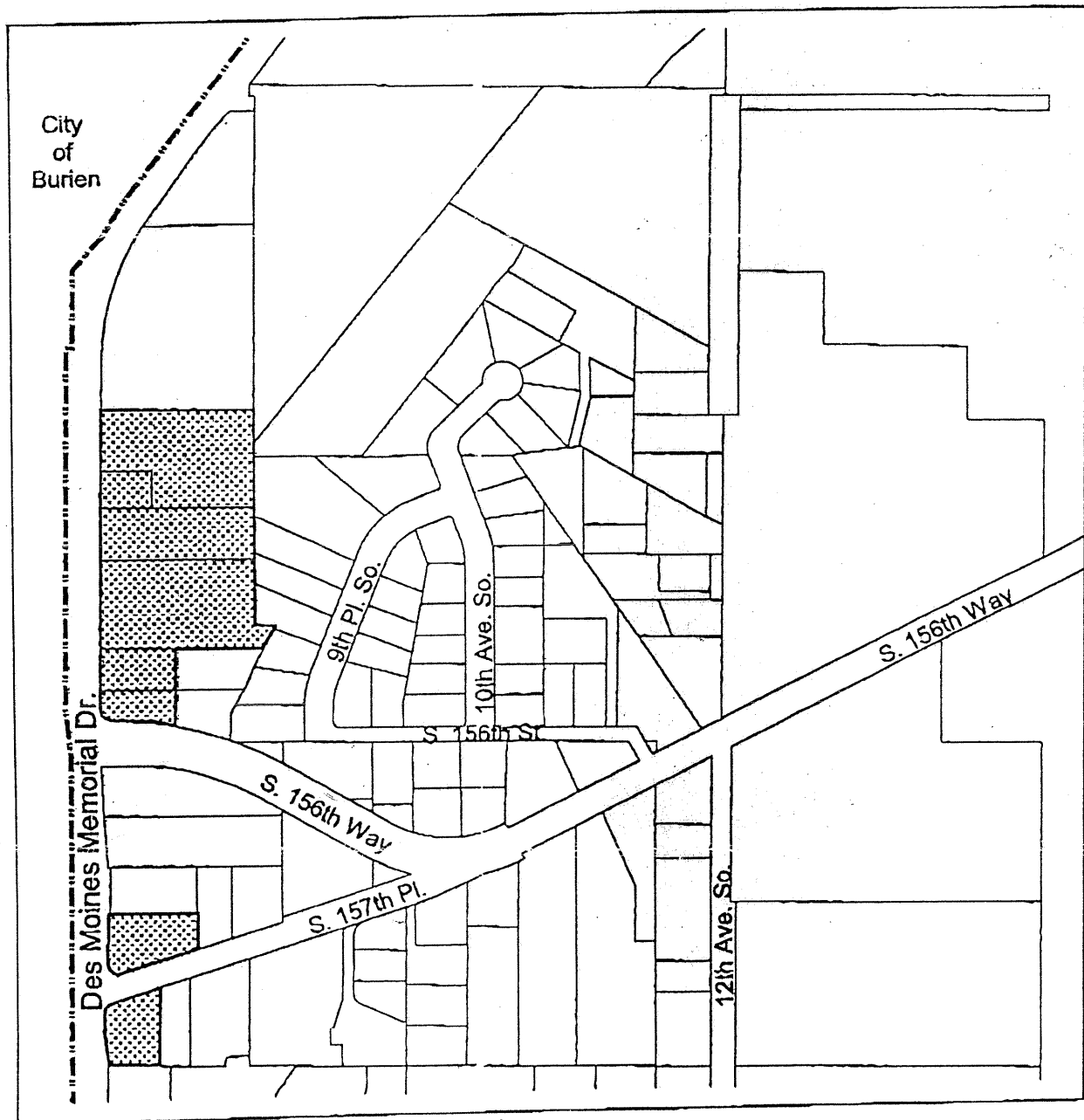
Approved as to form:

Robert L. McAdams  
Robert L. McAdams, City Attorney

2000 011 1001233

# Proposed Amendments to the ILA "Zoning Map" (Attachment A2)

 Area to be Excluded from the ILA Map



Prepared by the City of SeaTac Dept. of Planning & Community Development, 11/16/99

EXHIBIT A

2000 011 1001233



## INTERPRETATION OF 1997 INTERLOCAL AGREEMENT

### TITLE: RESOLUTION OF DISAGREEMENTS OVER DEVELOPMENT STANDARDS

Interpretation # 1

Adopted: September 1998

Signed:

Gina Marie Lindsey, Director of Aviation, Port of Seattle

Handwritten signature of Gina Marie Lindsey in cursive script.

Calvin Hoggard, City Manager, City of SeaTac

Handwritten signature of Calvin Hoggard in cursive script.

### RESOLUTION OF DISAGREEMENTS OVER DEVELOPMENT STANDARDS

The Port and the City adopt the following interpretation of the 1997 Interlocal Agreement ("ILA") to guide both agencies in resolving disagreements over ILA development standards. This interpretation is necessary to clarify the intent of the ILA.

#### Relevant ILA Provisions

Attachment A-4 to EXHIBIT A of the ILA states that if the Port and City disagree over application of development standards, then Dispute Resolution under Section 11.1 of the ILA shall apply. In that section, Dispute Resolution is further defined as a two step process: 1) Party Consultation – a meeting between the City Manager and Aviation Division Director or their designees, and 2) if Party Consultation does not resolve issues, then Binding Arbitration.

The issue is how the above provision relates to the statement in Section 2.3.1.3 of EXHIBIT A which states that if development standards are not proposed to be met, or the City in good faith believes the standards will not be met, then the Joint Consultation process described in Section 2.3.2 shall take place. Section 2.3.2.2 defines Joint Consultation as a meeting between the City Manager and Aviation Division Director or their designees, which if the issue is not resolved, is followed (pursuant to Section 2.3.2.4) by Dispute Resolution as described in Section 11.1.



Putting these two provisions together, the ILA would seem to call for the following steps in order to resolve disagreements over development standards:

1. Joint Consultation
2. Dispute Resolution
  - a. Party Consultation
  - b. Arbitration

As both Joint Consultation and Party Consultation involve a meeting between the City Manager and Aviation Division Director (or their designees), there is redundancy if the ILA is interpreted to require both Joint Consultation and Party Consultation as part of the resolution process.

#### Discussion

In order to eliminate redundant efforts in the resolution process, it is appropriate to require only one step where the City Manager and Aviation Division Director (or their designees) meet together. The ILA inadvertently used two different terms to describe this same meeting (*i.e.*, Joint Consultation and Party Consultation). This requires clarification. In addition, both agencies desire to have a uniform procedure for all disagreements concerning development standards, whereby disputes are resolved at the lowest organizational level possible.

To address questions which may arise in the future, both agencies agree that the following sequence of steps apply to resolving disagreements about ILA development standards, pursuant to Section 2.3. of, and Attachment A-4 to, EXHIBIT A of the ILA:

1. Discussion between staff of both agencies
2. Party Consultation (meeting between City Manager and Aviation Division Director, or their designees)
3. Binding Arbitration

The above statements should be considered a formal interpretation of the ILA, which shall be applied by both agencies.



## City of SeaTac & Port of Seattle Policy and Procedures

**Policy # 2**

**Title: House Demolition Process**

**Adopted: Sept. 1998**

Gina Marie Lindsey, Director of Aviation, Port of Seattle

Calvin Hoggard, City Manager, City of SeaTac

### HOUSE DEMOLITION PROCESS

As part of the implementation of the 1997 Interlocal Agreement, the Port and City hereby mutually agree as follows:

#### Background Information

- An Interlocal Agreement was entered into between the Port and the City in 1992 regarding building permitting at the airport ("1992 ILA"). The 1992 ILA provides that in lieu of permits issued by the City for demolition in the Port of Seattle Land Acquisition Area, the Port will issue a demolition work permit, with a copy to the City. The 1992 ILA was not formally superseded by the 1997 Interlocal Agreement, and this provision, among others, is still in effect.
- Although the City does not issue a demolition permit or approval on house demolitions done by the Port, the Port and the City recognize that in order for the City to respond to questions and concerns of its residents and elected officials, the City needs to be informed of the status of house demolitions, including reviewing Port documentation on the steps necessary to complete the demolition permit process.
- This document describes the procedure agreed to by the Port and the City for house demolitions by the Port.

#### General Procedures

- The Port maintains a file on each house demolition and fills out a House Demolition Checklist (see sample attached) for each house that is demolished. All permits and other documents related to demolition are kept by the Port within the same file.





- The Port house demolition files are public documents and the City of SeaTac has access to those files during Port office hours. The files will be kept at the Port Construction Services office located within the boundaries of the City of SeaTac. City access and use of Port files is in lieu of the City maintaining its own files on Port house demolitions.

- I. Port Construction Services ("PCS") Receives Vacant House from Acquisition
  - A. Port sends 1st letter to neighbors about upcoming demolition activities (Port contact names & phone numbers for questions, Port Police phone numbers, events expected to take place)
  - B. Port submits address to Port Police, Airport Supervisors, and Fire Depts. for periodic patrol; City submits address to City police
  - C. Port sends 1<sup>st</sup> notice to Port staff manning "hotline" and Public Affairs that house has begun demo process
    1. Public Affairs contacts charities and other public agencies interested in salvage materials
    2. Interested parties must sign sales agreement and remove items by specified date
  - D. Port submits Work Permit Application to Port CPI Coordinator, who processes and forwards a copy to City of SeaTac Assistant Building Official
  - E. City begins tracking demolition, using its Residential Demolition Checklist (see copy of form attached); City communicates any comments to Port PCS
  - F. Port Work Permit issued by Port to PCS and copy sent to SeaTac Assistant Building Official. Work Permit will incorporate the City standards in the attached document entitled: "Standard Conditions for Port of Seattle Demolitions located in the Acquisition Area (Buy Out Area)."
  - G. PCS Crew Secures House (change locks, secure doors & board up windows, clean up any household hazardous wastes, dispose of debris left in house)
  - H. Port schedules landscape maintenance contractor to mow lawn periodically
  - I. Port puts out demo contract containing 5-10 houses & performs contractor walk-through



## II. Asbestos Survey and Utility Disconnect

- A. Port contacts Utility Companies to remove their service to house
  - 1. Cable TV - TCI Cablevision
  - 2. Telephone - US West
  - 3. Natural gas - Puget Sound Energy
  - 4. Leave power & water available for use during asbestos abatement
- B. Port-retained consultant performs asbestos survey on house
- C. Port applies for PSAPCA abatement & demolition permit

## III. Asbestos Abatement and Utility Disconnect

- A. Port contacts Utility Companies to remove service following completion of abatement
  - 1. Power - Seattle City Light, Puget Sound Energy
  - 2. Water - Districts #20, #49 & #125
  - 3. Sewer - SW Suburban
- B. Port installs erosion control BMPs around site and Environmental Consultant verifies they are in place and properly installed prior to oil tank and house demolition
- C. Environmental Specialist and tank removal contractor obtain UST Removal permit from Port Fire Dept.

Port removes fuel oil tanks & all surrounding contaminated soils

- D. Port informs demo contractor of required start date as listed on PSAPCA permit

## IV. Site Demolition

- A. Port sends 2nd notice to Public Affairs, Acquisition, "hotline" staff, etc. informing of demolition dates and schedule
- B. Port sends 2nd letter to neighbors giving actual demolition date  
Copy of letter sent to City of SeaTac Assistant Building Official
- C. Port pumps out and removes septic tank (or cap sewer in accordance with Sewer District procedures)



- D. Port demo contractor begins on required PSAPCA permit date
  - 1. All buildings, concrete, septic tank concrete, driveways, etc. removed and disposed
  - 2. Backfill foundation holes as necessary
  - 3. Grade site in preparation for hydroseeding
- E. Port's Environmental Consultant shall monitor erosion BMPs weekly (or after a storm event) to ensure they are functioning properly. Consultant shall note any problems needing repair or additional BMP installation
- F. Port's Environmental Consultant shall inspect surrounding streets for dirt tracking and site for equipment leaks, spills, etc.
- G. Port shall make all repairs and implement additional BMPs noted by the Environmental Consultant
- H. Hydroseed contractor seeds the site
- I. Port receives comments from City of SeaTac on Residential Demolition Checklist (copy of checklist sent to Port PCS Demolition Coordinator by City) and from other agencies or public
- J. Port reviews comments received, noting receipt and response on Port's House Demolition Checklist (see sample attached), and taking follow-up action determined necessary by the Port
- V. Site Upkeep
  - A. Port shall water hydroseed and continue to mow lawns as necessary to maintain pleasant appearance
  - B. Port's Environmental Consultant shall verify that permanent cover practices (*i.e.*, hydroseeding) are in place and re-inspect the site 2 – 3 weeks following completion to ensure no erosion problems exist
  - C. Port removes silt fencing and other erosion control measures after permanent ground cover has taken hold
  - D. PCS, Port Police, and Airport Supervisors perform routine area sweeps of cleared Port property
  - E. Port removes any abandoned cars, trash, hazards, etc., as needed



**STANDARD CONDITIONS FOR PORT OF SEATTLE DEMOLITIONS  
LOCATED IN THE ACQUISITION AREA (BUY OUT AREA).**

- 1) All utilities, including water, sewer, natural gas and electricity must be terminated per the direction of the serving utility.
- 2) The building site must be restored to original condition including the removal of the foundation.
- 3) All rubble and debris is to be removed to an approved location.
- 4) All precautions are to be taken during construction to prevent silt and debris from collecting in the city storm drainage system, wetland areas, or flowing onto adjoining property. Install and maintain temporary erosion and sedimentation control best management practices as described in chapter 5 of the King County Surface Water Design Manual (Rev. 11/94); or as may be directed by the public works inspector. After completion of demolition, storm drains are to be cleaned as directed by the City Public Works inspector.
- 5) All work in the public right-of-way is to have a construction permit issued by the City of SeaTac's Engineering Division. Engineered plans for any improvements are to be reviewed and approved by the Engineering Division.
- 6) The public right-of-way is to be kept clean and free of debris, demolition material, and equipment at all times per the direction of the Public Works inspector.
- 7) Roads, shoulders, curbs and gutters, driveways, sidewalks, and/or other improvements in the public right-of-way that are damaged during construction are to be replaced or restored to predemolition condition or better. All restoration and clean-up work subject to right-of-way permits will be required to meet the approval of the Public Works inspector.



# CITY OF SEATAC PORT RESIDENTIAL DEMOLITION CHECKLIST

Address: \_\_\_\_\_

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

PORT OF SEATTLE WORK PERMIT # \_\_\_\_\_

The following items have been considered by the City's Building Inspector.

1. Verification of work being performed in right of way.
  - ☐ No work
  - ☐ Right-of-way permit is required.
  - ☐ No impact on storm sewer
2. Verification of means of controlling silt.
  - ☐ Not required
  - ☐ Silt control required
3. Verification of proper disconnection of utilities. (Letter from utility provider)
  - ☐ Water
  - ☐ Sewer
  - ☐ Gas
  - ☐ Electric
  - ☐ Abandoned Septic System
4. Verification of proper abatement of asbestos. (Report from abatement company)
  - ☐ Verified (properly abated)
  - ☐ Verified (no presence of asbestos)
5. Verification of proper removal of underground fuel storage tank. (Approval from Fire Dept.)
  - ☐ Tank properly removed
  - ☐ Contaminated soil being mitigated.
6. Verification of proper restoration of site.
  - ☐ Rubble and debris has been removed.
  - ☐ No damage to public right of way during construction.
  - ☐ Hydroseeding is complete

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF SEATAC BUILDING INSPECTOR \_\_\_\_\_ DATE: \_\_\_\_\_

# PORT OF SEATTLE

## House Demolition Checklist

Status as of 10-22-97

Federal Parcel:	060R
Address:	15204 Des Moines Mem. Dr.
Demo Work Permit:	5/14/97
Neighboring Parcels To Notify:	none
1st Notice:	
2nd Notice:	
3rd Notice:	
Water_District:	20
Water_Removed:	5/26/97
Power_Company:	Seattle City Light
Meter Number:	235808
Power_Removed:	5/26/97
Sewer_District:	SW Suburban/ Lee's Sanitation
Side_Sewer_Permit:	YES
Street_Use_Permit:	
Sewer_Capped:	
Phone_Company:	US West
Phone_Removed:	5/26/97
Cable_Company:	TCI Cablevision
Cable_Removed:	5/26/97
Gas_Company:	n/a
Gas_Removed:	
Asbestos Survey:	E.M. Riche & Associates
Survey Finish:	5/27/97
Asbestos Abatement:	FS & GS Services
Abatement Finish:	6/30/97
Septic_Tank_Company:	n/a
Septic_Removed:	
Septic_Backfilled:	
Fuel_Oil_Company:	Marine Vacuum Service, Inc.
Fuel_Oil_Removed:	7/3/97
Soils_Consultant:	Kathy Bahnick
Soils_Analysis:	
Contaminated_Dirt:	YES
Dirt_Disposal_Site:	Holnam
Contam. Dirt Disposed:	
Salvage_Contractor:	n/a
Salvage_Finish:	
Demo_Contractor:	PCS
Demo_Finish:	7/3/97
Hydroseed_Contractor:	PCS
Seed_Layed:	7/3/97
Elapsed Time (days):	56
City of SeaTac Comments Received:	
Other Comments Received:	
Port Response to Comments:	

Form Completed

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

Dated: \_\_\_\_\_



## City of SeaTac & Port of Seattle Policy and Procedures

Policy # 1

Title: No Surprises

Adopted: April 1998

Gina Marie Lindsey, Director of Aviation, Port of Seattle

Calvin Hoggard, City Manager, City of SeaTac

### "NO SURPRISES" POLICY

In the implementation of the strategic partnership known as the Interlocal Agreement, Port and City staff hereby mutually agree as follows:

A "No Surprises" policy shall be mutually adhered to by the City and the Port to the fullest degree possible. Its subject matter shall be all issues and activities of POSSIBLE mutual interest to either agency, and its purpose shall be to enable each agency to respond adequately and in a timely, accurate way to questions from elected officials, residents and the media about each others' activities and programs. Its implementation procedures shall include but not be limited to:

1. The parties will use the Project Notification Procedures described in Exhibit A paragraph 2.3.1.2 of the ILA; and such implementation procedures as may be mutually developed and adopted to detail those procedures;
2. Staff from the two agencies will meet monthly as a joint Port-City team to share status of projects and resolve issues;
3. Port and City ILA designees will meet weekly or more to coordinate, discuss issues and prepare for team meetings;
4. Each agency shall inform the other in a timely way (i.e. normally within 24 hours) of events, decisions and problems that could lead to questions from elected officials, residents, news media and the like;
5. Each agency shall inform the other of any press releases which are planned to be submitted to the media;

PROPOSED CONSTRUCTION SCHEDULE	DEVELOPMENT STANDARDS THAT APPLY	STATUS OF CITY PDRC
PREPARED BY: C N E A C D. Soike, T. Soike, W. Wright		





January 9, 1998

Calvin Hoggard, City Manager  
City of SeaTac  
17900 International Blvd., Suite 401  
SeaTac, WA 98188-4236

Subject: Sequence for City street vacations and process for Port payment

Dear Cal:

The City / Port Interlocal Agreement (ILA) calls for the City to adopt ordinances by December 31, 1997 approving vacation of certain street rights-of-way to the Port (ILA Exhibit C ¶9.1). However, because of the need for the Port and City to develop detailed technical information to support the vacation ordinances, I understand that this deadline could not be met.

The Port proposes that the December 31, 1997 deadline be extended and that the Port and City work together to develop a sequence for street vacations. The Port has hired a licensed civil engineering firm to survey the street rights-of-way and an independent certified appraiser to determine the fair market value of the streets to be vacated. The results of this work will provide both of us with the information needed to work out a detailed process for the street vacations. From our analysis so far, the Port anticipates that the vacations will be undertaken in multiple phases as follows: 1) Streets already bounded by Port property (1 or 2 phases), 2) Streets bounded by Port and other parties' property (1 or 2 phases), and 3) Streets in the Westside acquisition area (3 to 6 phases). It appears that City approval of these phased vacations could start in the first quarter of 1998 and be completed in late 1999 or early 2000. The Port commits to provide the City no later than March 31, 1998 legal descriptions of all streets to be vacated under the ILA and applicable maps and a completed city application for street vacations.

When we negotiated the ILA, the Port recognized that Washington State law (Chapter 35.79 RCW) allows the City to require agencies such as the Port to pay compensation for vacated street rights-of-way. Based on the information available during the negotiations, the parties estimated that the value of the streets to be vacated would be about \$13.5 million total. This total is comprised of \$3.5 million for Westside streets and \$10 million for various other streets in the City (ILA Exhibit C ¶9.2). The ILA defined the \$10 million portion as funds the City would use for community relief of the Airport Master Plan improvements and that it would be paid in three installments as follows: 1) \$2 million upon the City's adoption of amendments to the City Comprehensive Plan to make the Plan consistent with the ILA and the Airport Master Plan (i.e., on or before December 31, 1997); 2) \$4 million at the earlier of the completion of the joint transportation study or December 31, 1998; and 3) \$4 million by December 31, 1999 (ILA Exhibit C ¶1.4).


P.O. Box 1209  
Seattle, WA 98111 U.S.A.  
(206) 728-3000  
TELEX 703433  
FAX (206) 728-3252



The condition for Port payment of the first \$2 million of vacated streets was fulfilled with the City Council's adoption of amendments to the City Comprehensive Plan on December 9, 1997. Because the ILA ties this payment to street vacations and based on Port and City staff discussions during the past several weeks, the Port proposes that the \$2 million, plus accrued interest, be paid to the City following the transfer of title to the Port for street rights-of-way valued at \$2 million. In the meantime, the Port has invested the \$2 million in the King County Pool and interest shall accrue beginning January 1, 1998 through the date on which the Port transfers the funds to the City. Under no circumstances shall the transfer of title and funds be delayed beyond June 30, 1998. Interest shall accrue at rates the Port actually earns on invested money. The rate for the first 60 days is 5.58%. At the end of this 60 day period, the Port will reinvest the funds (\$2 million plus interest accrued to date) in the King County Pool which is anticipated to earn rates comparable to what the City could achieve in the State of Washington Local Government Investment Pool.

The City and Port have made good progress in building our partnership under the ILA and 1998 promises to offer us many more opportunities to work together.

Sincerely,

  
\_\_\_\_\_  
M.R. Dinsmore  
Executive Director  
Port of Seattle

Please indicate by signing below your concurrence with the above process for Port payment and the extension of the December 31, 1997 ILA deadline for street vacations.

  
\_\_\_\_\_  
Calvin Hoggard  
City Manager  
City of SeaTac

cc: Port of Seattle Commissioners  
Gina Marie Lindsey, Burr Stewart, Troy Brown, Janice Marsters, Borgan Anderson,  
Traci Goodwin

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)

COPY RECEIVED

JUL 27 1998

Return Address

City of SeaTac  
City Clerk  
17900 Int'l Blvd., Ste. 401  
SeaTac, WA 98188-4236

Please print or type information

Document Title(s) (or transactions contained therein):

1. Interlocal Agreement
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:  
(on page \_\_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Port of Seattle
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. City of SeaTac
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

N/A

- ☐ Additional legal is on page \_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

N/A

- ☐ Additional legal is on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



## City of SeaTac & Port of Seattle Policy and Procedures

Policy # 1

Title: No Surprises

Adopted: April 1998

Gina Marie Lindsey, Director of Aviation, Port of Seattle

Calvin Hoggard, City Manager, City of SeaTac

### "NO SURPRISES" POLICY

In the implementation of the strategic partnership known as the Interlocal Agreement, Port and City staff hereby mutually agree as follows:

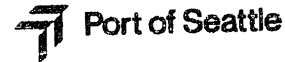
A "No Surprises" policy shall be mutually adhered to by the City and the Port to the fullest degree possible. Its subject matter shall be all issues and activities of POSSIBLE mutual interest to either agency, and its purpose shall be to enable each agency to respond adequately and in a timely, accurate way to questions from elected officials, residents and the media about each others' activities and programs. Its implementation procedures shall include but not be limited to:

1. The parties will use the Project Notification Procedures described in Exhibit A paragraph 2.3.1.2 of the ILA; and such implementation procedures as may be mutually developed and adopted to detail those procedures;
2. Staff from the two agencies will meet monthly as a joint Port-City team to share status of projects and resolve issues;
3. Port and City ILA designees will meet weekly or more to coordinate, discuss issues and prepare for team meetings;
4. Each agency shall inform the other in a timely way (i.e. normally within 24 hours) of events, decisions and problems that could lead to questions from elected officials, residents, news media and the like;
5. Each agency shall inform the other of any press releases which are planned to be submitted to the media;

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.00



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6. Each agency shall convey to the other agency's designee or public affairs people if any key issues affecting them are discussed with media representatives;
7. A roster of names, project assignments / responsibility areas, phone, fax and e-mail contact information shall be prepared, kept current and shared;
8. Notification by either agency to owners of property and residents within 500 feet of the property subject to a project of that agency shall be given by mail (and any other notification, posting or publication required by regulations of the agency conducting the project) not less than 3 days prior to observable noticeable work activities at the site. The notification shall disclose how long the activity will continue, daily and weekend hours of operation; the nature of the project, reason for activity, and the name and phone number of whom to contact for additional information ;
9. Team leaders will inform their counterparts regarding who will be invited to a specific meeting, so that the other agency both knows what to expect and can ensure that the appropriate people are included. If outside agencies are to be invited, this will be clear ahead of the meeting. If attorneys are to be present, the other agency will be notified prior to the meeting.
10. Each agency will keep in mind the other's mission as it pursues its own.
11. If either agency needs a draft document reviewed before adoption, a clear and reasonable deadline for comments will be specified. Suggested revisions received after that deadline will be accepted only if feasible.
12. To the fullest extent possible, draft documents from one agency on topics pertinent to the ILA will be exchanged for comment by the other agency before finalization.
13. Such other coordination and communication as may be needed to fulfill both the spirit and the letter of this policy, shall be utilized as needed.
14. The parties agree that this No Surprises Policy shall not apply to filing and service of pleadings or other actions taken in regard to pending or potential litigation.

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# INTERLOCAL AGREEMENT

between

PORT OF SEATTLE

and

CITY OF SEATAC

Date: September 4, 1997

*Aggr. #97-1798*

## TABLE OF CONTENTS

		<u>Page</u>
1.	Cooperation and Implementation of Agreement .....	1
2.	Land Use and Zoning .....	1
3.	Surface Water Management .....	1
4.	Critical Areas .....	1
5.	Transportation .....	1
6.	State Environmental Policy Act .....	1
7.	Police .....	1
8.	Material Haul .....	2
9.	Master Plan Community Relief .....	2
10.	Term of Agreement .....	2
10.1	Ten-Year Term; Extension .....	2
10.2	Two-Year Review .....	2
11.	Enforcement .....	2
11.1	Dispute Resolution .....	2
11.2	GMHB Matters .....	3
11.3	Other Disputes .....	3
12.	General Provisions .....	3
12.1	Binding Agreement; Authority .....	3
12.2	Amendment .....	3
12.3	Governing Law .....	3
12.4	Interpretation; Severability; Changes in Law .....	3
12.5	Coordination; Notice .....	3
12.6	Cooperation .....	4
12.7	Time of Essence .....	4
12.8	Headings .....	4
12.9	Exhibits .....	4
13.	Settlement of Lawsuits and Appeals .....	4
13.1	Pending Jurisdictional Lawsuit .....	4
13.2	Pending SEPA Appeal .....	4
13.3	No City Code Challenges .....	4
13.4	Good Faith .....	5

### EXHIBITS:

Exhibit A:	Land Use Agreement
Exhibit B:	Surface Water Management (SWM) Agreement
Exhibit C:	Port Master Plan Community Relief Package
Exhibit D:	Material Hauling Provisions for Port Haul Projects (i.e., greater than 100,000 cubic yards)

9807278011

THIS INTERLOCAL AGREEMENT ("Agreement" or "ILA") is entered into effective the 4<sup>th</sup> day of September, 1997, between the PORT OF SEATTLE ("Port"), a Washington municipal corporation, and the CITY OF SEATAC ("City"), a Washington municipal corporation.

#### RECITALS

A. The Port owns and operates Seattle-Tacoma International Airport ("Sea-Tac Airport"), which is located primarily within the City limits.

B. As municipal corporations, the City and Port each have statutory authority to address common subjects such as planning, land use and zoning, transportation, surface water management, critical areas, police and other matters. Both parties are governed by the State Environmental Policy Act and have lead agency authority to the extent provided in the adopted SEPA rules.

C. The City and Port desire to cooperate and establish a mutual and cooperative system for exercising their respective jurisdiction to avoid disputes and to resolve and dismiss existing lawsuits and SEPA appeals.

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

1. **Cooperation and Implementation of Agreement.** The City and Port each shall take appropriate actions to implement this Agreement. The parties shall use all good and reasonable good faith efforts to cooperate in the successful implementation of this Agreement and avoidance of disputes.

2. **Land Use and Zoning.** The City and Port adopt the planning, land use and zoning provisions set forth in Exhibit A hereto and shall implement the same. The Port's Master Plan Projects (defined in Attachment A-1 to Exhibit A) shall be reviewed and developed under ¶ 2.3 of Exhibit A ("Project Implementation and Development Regulations"), including "Port Project Notice," and no City permits or approvals are required (except as provided in Exhibit A for ministerial permits, work within City rights-of-way or specific construction measures).

3. **Surface Water Management.** The City and Port adopt the surface water management provisions set forth on Exhibit B hereto and shall implement the same.

4. **Critical Areas.** The City and Port adopt the critical area regulations for application to Port projects as set forth in the Development Standards included as Attachment 4 to Exhibit A.

5. **Transportation.** The City and Port adopt the transportation provisions set forth as part of Exhibit C.

6. **State Environmental Policy Act.** The City and Port shall follow the lead agency rules as set forth in the SEPA rules, WAC 197-11-922-948. The parties acknowledge the Port generally will be the lead agency for Port-initiated projects. Any disputes shall be resolved by the Department of Ecology as provided in WAC 197-11-946.

7. **Police.** The City and Port each have their respective authority and jurisdiction to establish police forces. The parties may further agree to joint or specified coverage consistent with their respective authority. The parties acknowledge the Port's authority in this regard pursuant to an unpublished opinion dated

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September 16, 1996 in Division I of the Court of Appeals in *Teamsters Union Local 117 v. Port of Seattle*, No. 36366-2-1.

8. **Material Haul.** The City and Port adopt the material hauling provisions for Port Haul Projects (i.e., greater than 100,000 cubic yards) as set forth in Exhibit D.

9. **Master Plan Community Relief.** The parties adopt the community relief package set forth in Exhibit C for settlement of litigation and relief to the City for the projects included in the Port's Airport Master Plan Update adopted August 1, 1996 ("Port Master Plan"). Project review for the Port's Master Plan Projects (defined in Attachment A-1 to Exhibit A) is covered by ¶ 2.3 of Exhibit A ("Project Implementation and Development Regulations").

10. **Term of Agreement.**

10.1 **Ten-Year Term; Extension.** This Agreement shall be binding on the parties for an initial term of ten (10) years, and shall be automatically extended in five (5) year increments. Notwithstanding the foregoing, either party may deliver to the other party a written notice requesting review. Upon receipt of such notice, the parties shall promptly and in good faith meet to discuss any revisions to this Agreement desired by either party. If following notice and consultation mutual agreement to revisions is not reached, then either party may terminate this Agreement effective upon the expiration of the then-current term. The procedures and standards set forth in this Agreement, including all of the Exhibits, shall be applicable during the term of the Agreement. Neither the Port nor City shall modify or add new conditions to those set forth in this Agreement during the term of this Agreement unless either (a) the parties have mutually agreed to those changes, or (b) either party, after discussion with the other party and a public hearing, determines in good faith that changes are required to respond to a serious threat to public health or safety.

10.2 **Two-Year Review.** Recognizing that this Agreement establishes new procedures which require coordination and cooperation for successful implementation, the parties hereby establish a review process at the end of the second year of the Agreement. If either the Port or City requests revision(s) of the Land Use Agreement (Exhibit A) or SWM Agreement (Exhibit B), then the proposed revision(s) shall be presented in writing and discussed by the Port/City Committee established under ¶ 12.2 of Exhibit C. If the parties do not mutually agree to the proposed revision(s), then the unresolved revisions shall be delivered to a facilitator mutually selected by the parties. The facilitator shall review the requested revision(s) and issue a recommendation as to whether any revision is appropriate and if so, the specific revision recommended. Within thirty (30) days after the facilitator's recommendation, the Port Commission and the City Council each will consider whether or not to adopt the recommended revision. If the Port Commission and City Council both agree to the recommendation, then an appropriate amendment to this Agreement will be executed by the parties. If both parties do not agree, then this Agreement shall continue in its current form for the remainder of the term specified in Section 10.1 above. This two-year review shall not in any way limit the ability of the Port or City to propose revisions or mutually approve amendments at any time during the Agreement.

11. **Enforcement.**

11.1 **Dispute Resolution.**

11.1.1 **Party Consultation.** The following Dispute Resolution provision shall apply in any disagreements or disputes regarding land use, surface water management, material hauling or Port mitigation to the extent provided in Exhibits A-D. The City Manager (or his/her designee) and the Aviation Division Director (or his/her designee) along with any staff or technical persons either party desires, shall meet within seven (7) days after request from either party, which may be extended for an additional seven (7) days to include other persons or obtain additional information. If the dispute is not resolved at said meeting, or within

such additional time as the parties mutually approve, then an arbitrator shall be selected to settle the dispute as provided below.

**11.1.2 Binding Arbitration.** If the parties do not resolve the dispute within the time period as provided in Section 11.1.1 above and the dispute does not involve an issue for which the Central Puget Sound Growth Management Hearings Board ("GMHB") has jurisdiction under the Growth Management Act, then the parties in good faith shall seek to agree, within seven (7) days after adjourning their final meeting, to select a single arbitrator to resolve the dispute. If a single arbitrator is not agreed to within the seven (7) day period, then either party may seek appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall be experienced in the particular subject matter of the dispute (e.g. land use, surface water, transportation). The arbitrator shall not be an employee or consultant of either the City or Port. The arbitrator shall establish the procedures and allow presentations of written or oral information, but shall render its final binding decision within thirty (30) days after the matter is referred to arbitration, unless the parties agree to a different time period. The arbitrator's decision shall be in writing and specifically set forth the reasons and resolution of the dispute. Judgment on the arbitrator's award may be entered by the King County Superior Court. The parties shall pay equally the cost of arbitration, but each party shall pay its own attorney's and other costs and fees.

**11.2 GMHB Matters.** If a dispute involves an issue for which the GMHB has jurisdiction under the Growth Management Act, then the binding arbitration provisions of Section 11.1.2 shall not apply and the matter shall be presented to the GMHB in accordance with applicable rules and regulations.

**11.3 Other Disputes.** If any dispute is not covered under Section 11.1 above, then either party may enforce this Agreement by a suit filed in the Superior Court for King County, State of Washington.

## **12. General Provisions.**

**12.1 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.

**12.2 Amendment.** Any amendment to this Agreement shall be in writing signed by both parties.

**12.3 Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

**12.4 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 Section 13.5.

**12.5 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 facsimile transmission with confirmation and an additional copy mailed first class, or (c) deposited in the U.S. mail, certified mail, postage prepaid, return receipt requested, and addressed to the designated contact person.

12.6 **Cooperation.** The parties shall seek in good faith and reasonably to reach agreements and otherwise implement this Agreement.

12.7 **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.

12.8 **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.

12.9 **Exhibits.** Exhibits A through D attached hereto are incorporated herein by this reference.

13. **Settlement of Lawsuits and Appeals.** The parties are relying upon the adoption and enforcement of this Agreement rather than their existing or future lawsuits on the subjects covered by this Agreement.

13.1 **Pending Jurisdictional Lawsuit.** Consequently, the parties shall take appropriate action to dismiss King County Superior Court Cause No. 95-2-03901-4 relating to jurisdictional issues, which shall be dismissed on the express understanding no litigation involving the jurisdictional issues set forth therein shall be commenced by either party at any time during which this Agreement is in effect. The prohibition on suits raising jurisdictional issues during the term of the Agreement includes any lawsuit or action regardless of its denomination, including any issues regarding compliance or the impact of the Growth Management Act (except for any litigation authorized under Exhibit A to define an "essential public facility").

13.2 **Pending SEPA Appeal.** The City shall dismiss the pending SEPA appeal filed by the City dated August 15, 1996 relating to the Port's Master Plan. Further, the City shall not appeal any other environmental determinations or permits related to the Port's Master Plan Projects listed on Attachment A-1 to Exhibit A, including no appeal of the pending Corps of Engineers 404 Permit, any supplemental EIS including the May 1997 Port Master Plan Supplemental EIS, or any NEPA decisions or analysis relating to the Port's Master Plan Projects. The City shall not join with or support the Airport Communities Coalition or any other party opposing the third runway or the Port's Master Plan.

13.3 **No City Code Challenges.** The parties acknowledge this Agreement sets forth the requirements and standards on the particular matters covered by this Agreement (e.g., land use, surface water management, material haul and community relief measures in Exhibit C) during its term. (See Section 10). Consequently, this Agreement rather than general city codes or ordinances shall apply to the covered matters. The terms of the Agreement and the attachments provide the requirements and standards for the matters subject to this Agreement, unless the Agreement otherwise provides for the application of particular City or Port standards. However, this Agreement calls for the use of the following existing City ordinances:

- Business Park Zone, STMC Ch. 15.11 through 15.16, 15.18, 15.22 and Title 16 (regarding clean light industrial and lot coverage--see Attachment A-2, page 4 regarding light industrial/manufacturing and Attachment A-4 regarding lot coverage, loading/service yards;
- Critical Area Regulations, STMC Ch. 15.30 (see Attachment A-4, page 4);
- City SWM Code, STMC Ch. 3.60 and 12.30 (Exhibit B, but Port expressly reserves the right to appeal the SWM fees as described in Exhibit B);
- City Transportation Impact Fees, STMC Ch. 11.15 (which apply to non-airport projects but which will not be applied to airport projects except on a retroactive basis after funding

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decisions are made under the Joint Transportation Study, Attachment A-4, page 4; Exhibit C, § 5.3:

- City Parking Tax, STMC Ch. 3.70 (Exhibit C, § 5.2.5);
- Street Vacation Code, STMC Ch. 11.05.090 (Exhibit C, § 9);
- Codes applicable to borrow pits and construction measures, STMC Ch. 13.11 (Grading Code) (Exhibit C, § 16.1; Exhibit A, § 2.3.1.4(a) & (b));
- Material Haul Enforcement and Fees, STMC Ch. 11.10 and Resolution 97-014 regarding fees and charges (Exhibit D, § 1.8.7 and 2).

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The Port will not challenge the City codes or ordinances listed above as they exist on the date of this Agreement so long as they are applied to the Port in a lawful and reasonable manner consistent with the terms and intent of this Agreement. If any of these Codes are invalidated through independent litigation (which the Port will not solicit or support in any manner) on constitutional or substantive grounds (as opposed to procedural grounds), then the parties will no longer follow the invalidated code or ordinance provisions, and shall use Section 12.4 to carry out the parties intent in light of a change of law.

13.4 Good Faith. Each party will use good faith in implementing and maintaining the other party's interests as reflected in this Agreement. If, notwithstanding such good faith, there is a change in law, then the provisions of Section 12.4 shall apply.

DATED effective on the last signature below.

Dated: August 29, 1997

PORT OF SEATTLE, a Washington municipal corporation

By:

Its:

M.R. Dinsmore  
Executive Director

Dated: September 4, 1997

CITY OF SEATAC, a Washington municipal corporation

By:

Its:

Calvin Hoggard  
City Manager

Approved as to form:

Robert L. McAdams  
Robert L. McAdams, City Attorney

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## EXHIBIT A

### LAND USE AGREEMENT

The City and Port desire to coordinate their land use planning, project development and permitting by implementing this Land Use Agreement.

#### 1. Cooperative Comprehensive Planning and Economic Development.

- 1.1 **General.** The Port and City shall engage in cooperative comprehensive planning to jointly address issues related to the Port's Airport properties and activities and the City's economic development, land use and related goals. The cooperative planning shall strive for consistency between the City's Comprehensive Plan and the Port's Master Plan (and related portions of the Puget Sound Regional Council's regional planning decisions). The objective is the reciprocal recognition of the Port's Master Plan (and related portions of the Puget Sound Regional Council's regional planning decisions) in the City's Comprehensive Plan and the relevant portions of the City's Comprehensive Plan in the Port's Master Plan (e.g. land use, economic development, transportation and capital facilities). The coordinated comprehensive planning activities shall include:

1.1.1 **Land Uses.** A land use element with appropriate Comprehensive Plan policies and land-use designations for Port properties, non-Port properties adjacent to or near Port-owned properties, Port property not being used for Airport purposes that may be identified for likely future Airport uses, and for properties within the 65 DNL noise contour. The parties shall develop a land use map displaying the results of the coordinated planning. A noise-contour overlay map will be included to foster Airport compatible land-use planning and used to guide land-use decisions within the City. Existing Part 150 noise guidelines shall be incorporated into the policies.

1.1.2 **Transportation.** A transportation element that includes coordinated strategies for parking, transit, RTA, parking taxes, impact fees and other mitigation.

1.1.3 **Capital Facilities.** A capital facilities element implementing and incorporating the Port's Master Plan and City's Comprehensive Plan.

1.1.4 **Other Elements.** A joint economic development element, a potential City Center strategy, and community image and design element to integrate the Airport and the adjoining areas.

- 1.2 **West Side Planning.** As a component of the coordinated comprehensive planning, the Port and City shall develop a subarea plan for the west side of the Airport, including a conceptual land-use map, which includes the following: (a) the third runway, perimeter roads, and other ancillary runway support facilities comprising the Port's Master Plan Projects; (b) conceptual zoning and land uses along the western "edge" between the edge of the third runway fill slope and the western City limits, potentially including commercial and trail uses; and (c) joint economic development opportunities.

- 1.3 **Economic Development Opportunities.** In addition to the western "edge" opportunities in ¶ 1.2 above, the Port and City shall work through the SeaTac Economic Partnership (STEP) to jointly identify and pursue economic development opportunities for Port properties and/or areas

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under City jurisdiction which are in proximity to the Airport. The parties shall consider the costs and benefits of proposed development, including Port development.

- 1.4 **Noise Planning.** The Port and City shall utilize the upcoming "Part 150 Plan" for evaluating and incorporating noise compatibility measures, upon FAA approval, into appropriate Port Master Plan and City Comprehensive Plan policies and related land use maps and regulations.

1.5 **Adoption and Amendment.**

1.5.1 **Adoption.**

1.5.1.1 **General.** The Port adopted its Master Plan update on August 1, 1996, by Resolution 3212 (as amended). The third runway has been incorporated into the Metropolitan Transportation Plan adopted by the Puget Sound Regional Council. The City adopted its GMA Comprehensive Plan in December 1994, with amendments in 1995 and 1996.

The City Council and Port Commission respectively shall consider adoption of updates to the City Comprehensive Plan and the Port's Master Plan to implement the coordinated planning conducted under this ¶ 1. The Port and City may adopt appropriate portions of their coordinated planning without adoption of all elements listed under ¶ 1.1 above.

1.5.1.2 **By City.** On or before December 31, 1997, the City shall consider an amendment to its GMA Comprehensive Plan in substantially the following form (which may have appropriate findings):

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The Port of Seattle is a Washington municipal corporation that owns and operates Seattle-Tacoma International Airport, which is located primarily within the City limits. The Port adopted a Master Plan update on August 1, 1996 by Resolution 3212 (as amended) ("Port Master Plan"). In addition, the third runway has been incorporated into the Metropolitan Transportation Plan adopted by the Puget Sound Regional Council. This City's Comprehensive Plan recognizes Seattle-Tacoma International Airport as an essential public facility, and its importance for the City as well as the region. The Interlocal Agreement dated 9/4/97 and adopted by the Port and City comprises appropriate mitigation and operating conditions for the Port Master Plan consistent with RCW 36.70A.200.

The City's Comprehensive Plan Use Map designates a single airport land use for all properties owned or to be owned by the Port under the Port Master Plan. The development regulations, which are contained in the attached Interlocal Agreement, have two zones ("Aviation Operations" and "Aviation Commercial") within the airport land use designation. Development of the Airport shall be done in accordance with the Interlocal Agreement and shall control in the case of any conflict with other provisions of this Comprehensive Plan. To the extent the Interlocal Agreement establishes development standards as defined in RCW 36.70-B.170 et. sec., the Interlocal Agreement also constitutes a "development agreement."

1.5.1.3 By Port. The Port Commission shall adopt updates of the Port's Master Plan to implement the coordinated planning conducted under this ¶ 1.

1.5.1.4 Reservation of Rights. The parties voluntarily are undertaking cooperative planning as a resolution of their jurisdictional disputes. Both parties shall cooperate in good faith to avoid appeals or litigation, but neither party is waiving or conceding any legal authority it has with regard to its respective City Comprehensive Plan or Port Master Plan, or the application of the Growth Management Act, Revised Airports Act, Airport Zoning Act, or Port District enabling statutes.

1.5.2 Amendment. From and after the adoption of the respective Plans under ¶ 1.5.1 above, amendments of each party's respective plans shall be reviewed and adopted as provided in ¶ 2.4 below.

## 2. Zoning/Land Use/Development Regulations.

2.1 Land Use/Zoning Map. The Port Commission and City Council each shall adopt a coordinated land use map that (a) shall be implemented by the City's zoning map; (b) is updated to recognize the Port's Master Plan (e.g., third runway); (c) resolves any discrepancies on the permitted uses of Port-owned property on the perimeter of the Airport (e.g., Seafirst Bank, Bai Tong Restaurant); and (d) reflects the City land use decisions that affect the Airport. Both the City Council and the Port Commission shall adopt the coordinated land use map on or before December 31, 1997 (and the City shall adopt it concurrently with its Comprehensive Plan Amendment).

2.2 Zoning Uses. The Port and City agree upon the two zones and uses for Port-owned property as set forth in Attachment A-2: "Aviation Operation" and "Aviation Commercial."

2.3 Project Implementation and Development Regulations.

[NOTE: Uses not on Attachment A-2 and uses on new Port property are covered in ¶ 2.4, and not this ¶ 2.3.]

2.3.1 Agreed Uses on Existing Port Property. The Port and City hereby establish a system for construction and development of the agreed-upon land uses defined on Attachment A-2 on Port properties that are owned (or included to be owned as indicated in the Port's existing Master Plan) on the effective date of this Agreement as follows:

2.3.1.1 Port Initiation. The Port shall decide the timing, location and type of use so long as consistent with the agreed-upon map and uses in Attachment A-2 and no City permits or approvals are required (except permits covered by the existing ILA described in ¶ 2.3.3), subject to the following process:

2.3.1.2 Project Notice. The Port shall provide a "Project Notice" to the City for each proposed action by the Port using the format set forth in Attachment A-3 (including a full description of compliance with pre-approved development standards). Project Notice shall be sent as early as possible (e.g. initial listing on Port's spread sheet tracking if sufficient detail exists), but in any event no later than the Port's preparation of a SEPA checklist for the project or the Port's determination the action is not covered by SEPA (e.g. categorical exemption).

2.3.1.3 Development Standards. All Port projects within the City shall comply with the pre-approved development standards set forth in Attachment A-4. If the standards in Attachment A-4 are not proposed to be met or the City in good faith believes will not be met, then "Joint Consultation" shall take place under § 2.3.2 below, but subject to the limitations regarding Port Master Plan Projects in § 2.3.1.4 below.

2.3.1.4 Port Master Plan Projects. The community relief measures set forth in Exhibit C to this Agreement provide complete community relief and mitigation measures for the Port's Master Plan Projects (as defined in Attachment A-1), subject to the following:

- (a) For those Master Plan Projects identified with an asterisk ("\*") on Attachment A-1, Joint Consultation may take place if the prerequisites under § 2.3.2 otherwise apply; and
- (b) For those Master Plan Projects on Attachment A-1 without an asterisk, no Joint Consultation shall take place and no additional community relief or mitigation shall be required, but the Port shall implement, after notice and consultation with the City, construction measures such as traffic control and protection of City rights-of-way or facilities. If the Port and City do not agree on these construction measures, then the Dispute Resolution procedures set forth in Section 11.1 of the ILA shall apply.

2.3.2 "Joint Consultation." Joint Consultation shall be conducted as follows:

2.3.2.1 Prerequisite. Joint Consultation shall be required in the following two circumstances: (i) if the Port proposes to change property use from the "Airport Commercial" to "Airport Operation" or (ii) where the impacts of a development meet the prerequisites set forth in the remainder of this paragraph, except no Joint Consultation shall take place for those Port Master Plan Projects which do not have an "\*" on Attachment A-1. Either the Port or City may convene a Joint Consultation by delivering written notice to the other setting forth the party's good faith determination of all of the following:

- (a) The Port's proposed project will have a probable, direct significant adverse impact on non-Port property;
- (b) The impacts will not be adequately mitigated by the pre-approved development standards (Attachment A-4), the community relief provisions of Exhibit C or mitigation incorporated into the proposed project; and
- (c) The impacts are related to elements of the environment specified under SEPA.

2.3.2.2 Procedure. Within seven (7) days after such notice, the City Manager (or his/her designee) and the Aviation Division Director (or his/her designee), along with any staff or technical persons either party desires, shall meet, consult and seek resolution of any disputes by application of the criteria set forth in § 2.3.2.3 below.

2.3.2.3 Consultation Criteria. Although the City shall not have the right to deny the proposed action, the Port shall incorporate City-requested mitigation if the mitigation:



(a) is attributable to the impact of the proposed action as identified in § 2.3.2.1; (b) will have a demonstrable benefit; (c) will not result in unreasonable costs to implement; (d) does not materially impair the functioning of the Airport or the integration of the proposed use into existing Airport facilities; and (e) is not a federal conflict ("federal conflict" means the mitigation requested is expressly precluded or preempted by federal or state regulation; precludes federal funding; or places the Port in noncompliance with federal directives for Airport operation). The City has the burden of showing the existence of the Prerequisites (§ 2.3.2.1) and consultation criteria (a) and (b). The Port has the burden of showing consultation criteria (c), (d), and (e).

**2.3.2.4 Dispute Resolution.** If a dispute is not resolved at the Joint Consultation meeting, or within such additional time as the parties may approve, then the dispute shall be resolved through the Dispute Resolution procedures as set forth in Section 11.1 of the Interlocal Agreement.

**2.3.3 Building Permit Review.** To the extent provided in an ILA dated September 1992, the City shall continue to process building permit applications for Port projects whether or not such projects constitute Airport Uses (the 1992 ILA excludes airfield facilities). City building permit review shall take into account the pre-approved development standards in Attachment A-4.

**2.3.4 Review Time Period; Additional Staff or Consultant.** The City shall review Port projects on an expedited basis in recognition of the preapproved development standards and the project notice provided by the Port. If the Port proposes a major project or City staff is unable to meet in expedited timeframe, then the City may retain, after consultation and approval by the Port, an additional staff person or outside consultant with experience in the type of project being reviewed (or experienced in the subject matter that will be the principal component of the project, such as drainage, critical areas, etc.). The Port shall pay the costs of such additional staff or consultant's review on a mutually approved basis.

## **2.4 Expansion of Port Uses and Property.**

**2.4.1 New Use on Existing or Port Master Plan Property.** If the Port proposes a use that is not as provided on Attachment A-2 (i.e., it is either not shown as Port property on the Attachment A-2 map or it is not consistent with the permitted uses within the two Port zones), then the following shall apply:

**2.4.1.1 Shift Aviation Commercial to Aviation Operation.** If the Port proposes to change the use of Port property from "Aviation Commercial" to "Aviation Operation," then (a) Joint Consultation shall apply under § 2.3.2, (b) the map and agreed uses on Attachment A-2 shall be deemed revised for that property, and (c) the property shall be developed in accordance with § 2.3. The parties acknowledge certain changes from "Aviation Commercial" to "Aviation Operation" could be major improvements or capacity changes at the Airport. Consequently, the scope and extent of mitigation shall correspondingly reflect the scope and magnitude of the change in use. For example, if the change in use involves expansion of a runway, major addition of cargo facilities, a new terminal (other than the north terminal as provided in the Port's Master Plan), or other major changes, then the mitigation package done through Joint Consultation shall reflect the significance of the change in use. [Note: The community relief package in Exhibit C reflects the scope and magnitude of the third runway and related 1996 Master Plan Projects.] Further, the parties acknowledge major improvements

or capacity changes at the Airport may trigger review by the Puget Sound Regional Council, amendment of the regional transportation plan or other legal requirements, including RCW Ch. 47.80. Both parties shall have full ability to participate in any such process involving Airport expansion or facilities. The Joint Consultation under this Exhibit is in addition to such other participation and this Agreement does not limit a party's rights in other processes.

**2.4.1.2 Other Airport Use.** Although the parties believe most airport uses are expressly included on Attachment A-2, if the Port in the future proposes a use within the mapped area on Attachment 2 that is not covered by § 2.4.1.1 above, then the following shall apply: (a) if the Port and City agree that the proposed use is an "airport" use under state law, then the property shall be developed in accordance with § 2.3; or (b) if the City disagrees it is an "airport" use under state law, then Dispute Resolution under § 11.1 shall apply (or § 11.2 shall apply if the dispute is a matter for which the GMHB has jurisdiction under the Growth Management Act).

**2.4.1.3 Miscellaneous Use.** If the Port proposes to develop or use its existing property for a use not on Attachment A-2 and does not believe it is an "airport" use, then the Port shall submit applications to and comply with City standards applicable to the zone within which the property was located as the zone existed immediately prior to execution of this ILA.

**2.4.1.4 Statutory Interpretation If ILA Terminates.** The parties have adopted the uses in Attachment A-2 to settle their dispute, and the Attachment A-2 uses shall not bind or waive either party's right to interpret "airport" uses under state law in the event this ILA terminates.

**2.4.2 New Port Property.** The following procedures shall apply if the Port desires to acquire new property (i.e., not existing on the date of this Agreement nor property to be owned by the Port as shown in the Port's existing Master Plan):

**2.4.2.1 Consistent With Zoning.** If the Port acquires property that is zoned to allow the proposed airport use, then the map and agreed uses on Attachment A-2 shall be expanded to include the property and uses thereon and development of that property shall be governed by § 2.3. If the new Port property is not then being used for an Airport use, then it shall be governed by § 2.4.1.3 above.

**2.4.2.2 Inconsistent Zoning.** If the proposed property is not zoned for the proposed use, then the parties shall undertake the amendment process set forth in § 2.4.3. Upon completion of the amendment process, the new property acquired shall be added to Attachment A-2 and development of the property shall be governed by § 2.3 (but no additional mitigation beyond any mitigation identified during the amendment process shall be required during project review).

**2.4.3 Amendment Procedures.** The following procedures shall apply if an amendment is required under § 2.4.1.2 or 2.4.2.2 above or if the City proposes to amend its comprehensive plan relating to or affecting the Airport or if the Port proposes to amend its Airport Master Plan. The Port's proposed use shall be treated as an expansion of an "essential public facility." (If the parties disagree about whether the use is an "essential public facility," the procedures under § 2.4.4 shall apply.) The City Council shall not preclude the use, and the City and Port shall undertake the following: (a) the City Manager and the Aviation Division Director shall meet to discuss appropriate mitigation and other matters; and (b) thereafter a Mitigation Committee shall be convened consisting of two City Council members and two Port

commissioners, and appropriate staff. The Mitigation Committee shall develop recommendations for the expanded uses and mitigation, including review of the Joint Consultation criteria.

The parties acknowledge expansion of the Airport may involve major improvements or capacity changes at the Airport. Consequently, the scope and extent of mitigation shall correspondingly reflect the scope and magnitude of the change in use. For example, if the change in use involves expansion of a runway, major addition of cargo facilities, a new terminal (other than the north terminal as provided in the Port's Master Plan), or other major changes, then the mitigation package done through Joint Consultation shall reflect the significance of the change in use. [Note: The community relief package in Exhibit C reflects the scope and magnitude of the third runway and related 1996 Master Plan Projects.] Further, the parties acknowledge major improvements or capacity changes at the Airport may trigger review by the Puget Sound Regional Council, amendment of or consistency with the regional transportation plan or other legal requirements, including RCW Ch. 47.80. Both parties shall have full ability to participate in any such processes involving Airport expansion or facilities. The mitigation process under this Exhibit is in addition to such other participation and this Agreement does not limit a party's rights in other processes.

The Mitigation Committee shall prepare its recommendation within thirty (30) days (or sixty (60) days if an environmental impact statement has been prepared) after requested by the Port (which time will be extended if additional information is reasonably required) and the City Council shall make a decision thereon within thirty (30) days (or sixty (60) days if an environmental impact statement has been prepared) following the consensus report of the Mitigation Committee. If the Mitigation Committee does not reach consensus, then a report shall be prepared and delivered to the City Council reflecting the areas of agreement and the outstanding issues. The time periods for the Mitigation Committee and City Council do not begin until a final EIS has been published (if one is being prepared). Thereafter, the City Council shall consider an amendment of its comprehensive plan to reflect the proposed expansion and adopt reasonable mitigation measures related to the reasonable and proportionate impacts of the proposed expansion. If the Port objects to the City Council's decision (including a failure to amend the comprehensive plan or objections to the terms, and conditions or mitigation measures of any approved expansion), the Port shall have the right to file suit in King County Superior Court (unless the GMHB has jurisdiction, in which case the Port may file a petition with the GMHB to resolve the dispute).

2.4.4 Dispute Over "Essential Public Facility." If the parties disagree over whether some or all of the expansion or change of use is part of an "essential public facility" as defined by the GMA, then (a) the City shall file a petition with the Central Puget Sound Growth Management Hearings Board to resolve such disagreement, or (b) if the GMHB does not have jurisdiction or otherwise does not make a decision on such dispute, then either party may file a lawsuit to determine the question, and Dispute Resolution under Section 11.1 of the ILA shall not apply. If the Port's proposed use is determined not to be part of an essential public facility, then the Port shall submit permit applications and the City shall utilize the preapproved development standards in Attachment A-4 to the extent reasonably possible, but may modify those standards to impose mitigation conditions if those standards do not provide direct and reasonable mitigation for the new use. If the Port's proposed use is determined to be part of an essential public facility, then § 2.4.3 shall apply.

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ATTACHMENTS:

- Attachment A-1 - List of Port Master Plan Projects
- Attachment A-2 - Agreed Map and Land Uses on Port Property: "Aviation Operations" and "Aviation Commercial"
- Attachment A-3 - Standard Format for Project Notice with Project Description and Development Standards
- Attachment A-4 - Pre-Approved Development Standards for Port Projects
- Attachment A-5 - Critical Area Mitigation Approved As Part of Port Master Plan Projects Without "\*\*"
- Attachment A-6 - Map of City Business Park Zones
- Attachment A-7 - Map of Air Operations Area Security Fence

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TABLE 2-7  
Seattle-Tacoma International Airport  
Supplemental Environmental Impact Statement

MASTER PLAN UPDATE IMPROVEMENTS - PHASING

Project	Changes in Phasing or Projects Definition
<b>New Parallel Runway and associated operational procedures and taxiways</b>	
Acquisition of land for the new parallel runway	1996-2000 As the runway moves to the 2nd phase, acquisition is now separately identified
Relocation of ASR and ASDE	1996-2000
Relocation of S 154/156th around 16X end	1996-2010 Not previously separately identified
Temporary construction interchange off SR-509 and SR-518	Previously assumed Not previously separately identified
Construction of the new parallel runway	1997-2004 First year of operation 2005
Extension of Runway 34R by 600 feet	2010
<b>Clearing and Grading For the Runway Safety Areas</b>	
Development of the RSA embankments	1996-2000
Relocation of S 154/156th around 16L and 16R RSAs	1996-2000 Not previously separately identified
<b>Terminal and Landside Improvements</b>	
1996-2000 (Phase I)	
Expansion of Concourse A, including expansion of Main Terminal at A	No Change - clarification of action
Improvements to the Main Terminal roadway and recirculation roads, including a partial connection to the South Access Roadway and a ramp roadway from the upper level roadway to the airport exit	No Change - clarification of action
Overhaul and/or replacement of the STS	No Change
Expansion of the main parking garage to the South, North and East	Phase II and III expansion of the main garage was moved to this phase.
Construct first phase parking lot north of SR 518 for employee use (3500 stalls)	Moved from Phase III (2006-2010) to Phase I (1996-2000)
Construction of the overnight aircraft parking apron	Not previously separately identified
Construction of the new air traffic control tower/TRACON	No Change
Removal of the displaced threshold on Runway 16L	Not previously separately identified
Relocation of Airborne Cargo due to new Control Tower	No Change
Expansion or redevelopment of the cargo facilities in the north cargo complex	No Change
Development of a new snow equipment storage facility between RPZ and 34L and 34X	No Change
Site preparation at SASA site for displaced facilities	No Change
Removal of the Northwest Hangar - replacement in SASA	No Change
Development of a ground support equipment location at SASA	Previously assumed, but not separately listed
Development of GA/Corporate aviation facilities in SASA or north airfield location	Previously listed as 2001-2005
Development of a new airport maintenance building and demolition of existing facility	Moved from Phase II (2001-2005) to Phase I (1996-2000)
Development of on-airport hotel	No Change
Development of the Des Moines Creek Technology Campus	No Change

\* Potential joint consultation only if project exceeds a total of 125,000 square feet of Port of Seattle and related office/meeting space in up to five stories above the concourse level.

Attachment A-1  
to Exhibit A  
Page 1

\*\* Potential joint consultation only if relocated facility is on a site outside the aviation operations zone shown in Attachment A-2.

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TABLE 2-7

Sea-Tac International Airport  
Supplemental Environmental Impact Statement

MASTER PLAN UPDATE IMPROVEMENTS PHASING

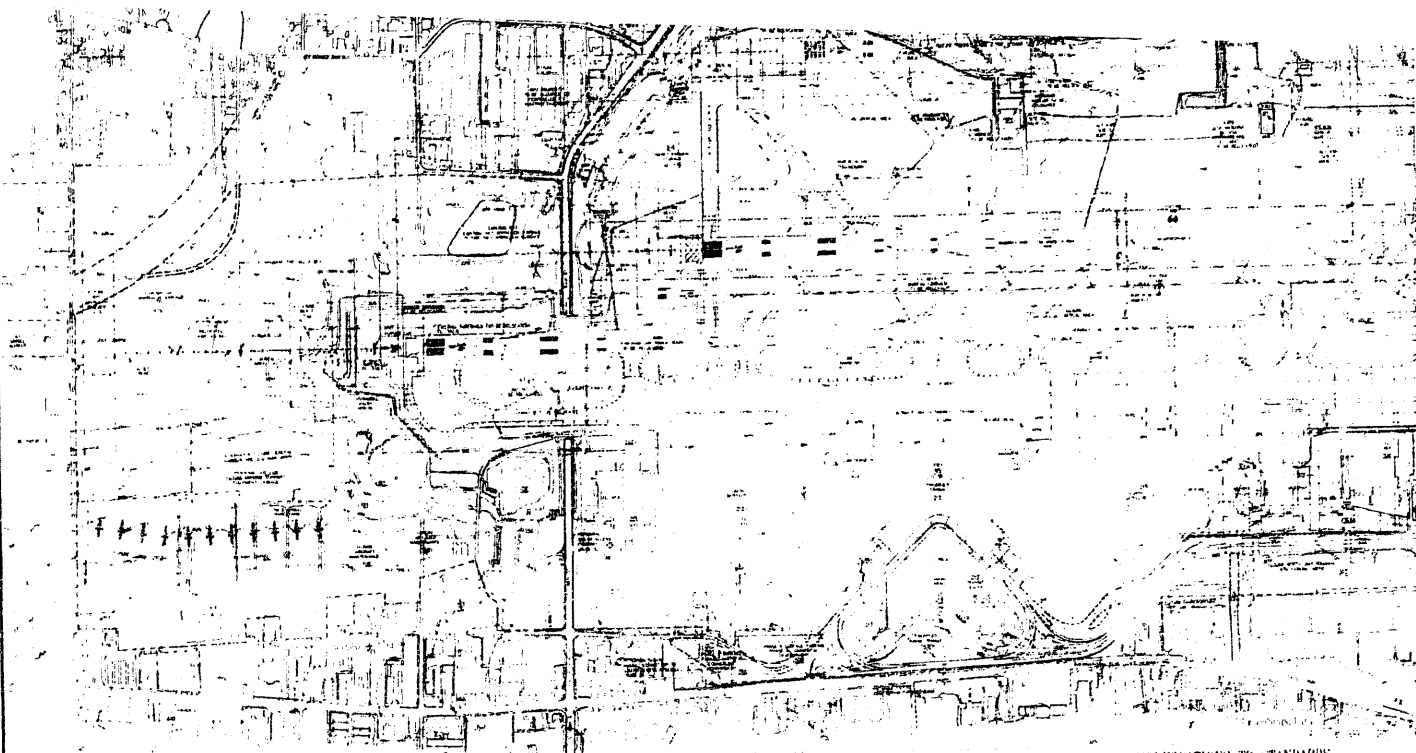
2001-2005 (Phase II)	
Dual taxiway 34R	No Change
* Improved access and circulation roadway improvements at the Main Terminal, provide upper roadway transit plaza at Main Terminal	No Change Plaza moved from Phase III (2006-2010) to Phase I/ (2001-2005)
Additional expansion of the main parking garage	No Change
Expansion of the north employee parking lot (North of SR518) to 6,000 stalls including improvements to the intersection of S. 154 <sup>th</sup> /24 <sup>th</sup> Ave. S.	Added intersections improvements to address this lot and the ramps associated with the North Unit Terminal at 24 <sup>th</sup> Ave. S. at SR 518
Construction of second phase of overnight apron	Was assumed completed in Phase I
** Development of the first phase of the North Unit Terminal (south Pier), development of the ramps off SR-518 near 20 <sup>th</sup> Ave. S. and intersection improvements to S. 160th St. to address surface transportation issues associated with the closure of S. 170th Street to through traffic.	Moved from Phase III (2006-2010) to Phase II (2001-2005, identified the ramps separately, and added surface transportation improvements at S. 160 <sup>th</sup> Street/International Blvd.
Construct first phase of the North Unit Terminal parking structure for public and rental cars	Moved from Phase I (1996-2000) to Phase II (2001-2005)
Development of the North Unit Terminal Roadways	Moved from Phase III (2006-2010) to Phase II (2001-2005)
Interchange near 20 <sup>th</sup> /SR-518 for access to cargo complex	Previously included in the project above, now for clarity, separately identified
Relocate ARFF facility to north of the North Unit Terminal	Moved from Phase III (2006-2010) to Phase II (2001-2005)
* Additional improvements to the South Access Roadway connector	Moved from Phase III (2006-2010) to Phase II (2001-2005)
* Relocation of the United Maintenance complex to SASA	Not previously separately listed
* Continued expansion of the north cargo facilities	No Change
2006-2010 (Phase III)	
* Expansion of North Unit Terminal (North Pier)	First phase is now in Phase II
Additional taxiway exists on 16L/34R	Moved from Phase IV(2011-2020) to Phase III (2006-2010)
* Complete connectors to South Access Roadway (to eventual SR 509 Extension and South Access)	Now separately identified
Additional expansion of main parking garage	New Project
Additional Expansion of north employee lot to 6,700 stalls	No Change
* Further expansion or redevelopment of north cargo complex	No Change
Expand North Unit Terminal parking structure for public parking	No Change
2011-2020 (Phase IV)	
* Development as needed to accommodate growth in demand	No change
* SR 509 Extension/South Access	Not previously listed / part of Do-Nothing and With Project

\* Items for potential Joint Consultation

\*\* Potential Joint Consultation for roadways only

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# RUNWAY DATA

Runway	Width	Length	Surface	Condition	Remarks
1	150	1000	Asphalt	Good	
2	150	1000	Asphalt	Good	
3	150	1000	Asphalt	Good	
4	150	1000	Asphalt	Good	
5	150	1000	Asphalt	Good	
6	150	1000	Asphalt	Good	
7	150	1000	Asphalt	Good	
8	150	1000	Asphalt	Good	
9	150	1000	Asphalt	Good	
10	150	1000	Asphalt	Good	
11	150	1000	Asphalt	Good	
12	150	1000	Asphalt	Good	
13	150	1000	Asphalt	Good	
14	150	1000	Asphalt	Good	
15	150	1000	Asphalt	Good	
16	150	1000	Asphalt	Good	
17	150	1000	Asphalt	Good	
18	150	1000	Asphalt	Good	
19	150	1000	Asphalt	Good	
20	150	1000	Asphalt	Good	
21	150	1000	Asphalt	Good	
22	150	1000	Asphalt	Good	
23	150	1000	Asphalt	Good	
24	150	1000	Asphalt	Good	
25	150	1000	Asphalt	Good	
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100	150	1000	Asphalt	Good	

## LIST OF NON-STANDARD CONDITIONS AND MODIFICATIONS TO STANDARDS

Item	Description	Standard	Modification	Remarks
1	Runway 1	150	1000	Asphalt
2	Runway 2	150	1000	Asphalt
3	Runway 3	150	1000	Asphalt
4	Runway 4	150	1000	Asphalt
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100	Runway 100	150	1000	Asphalt

Attachment A-1  
to Exhibit A  
Page 3

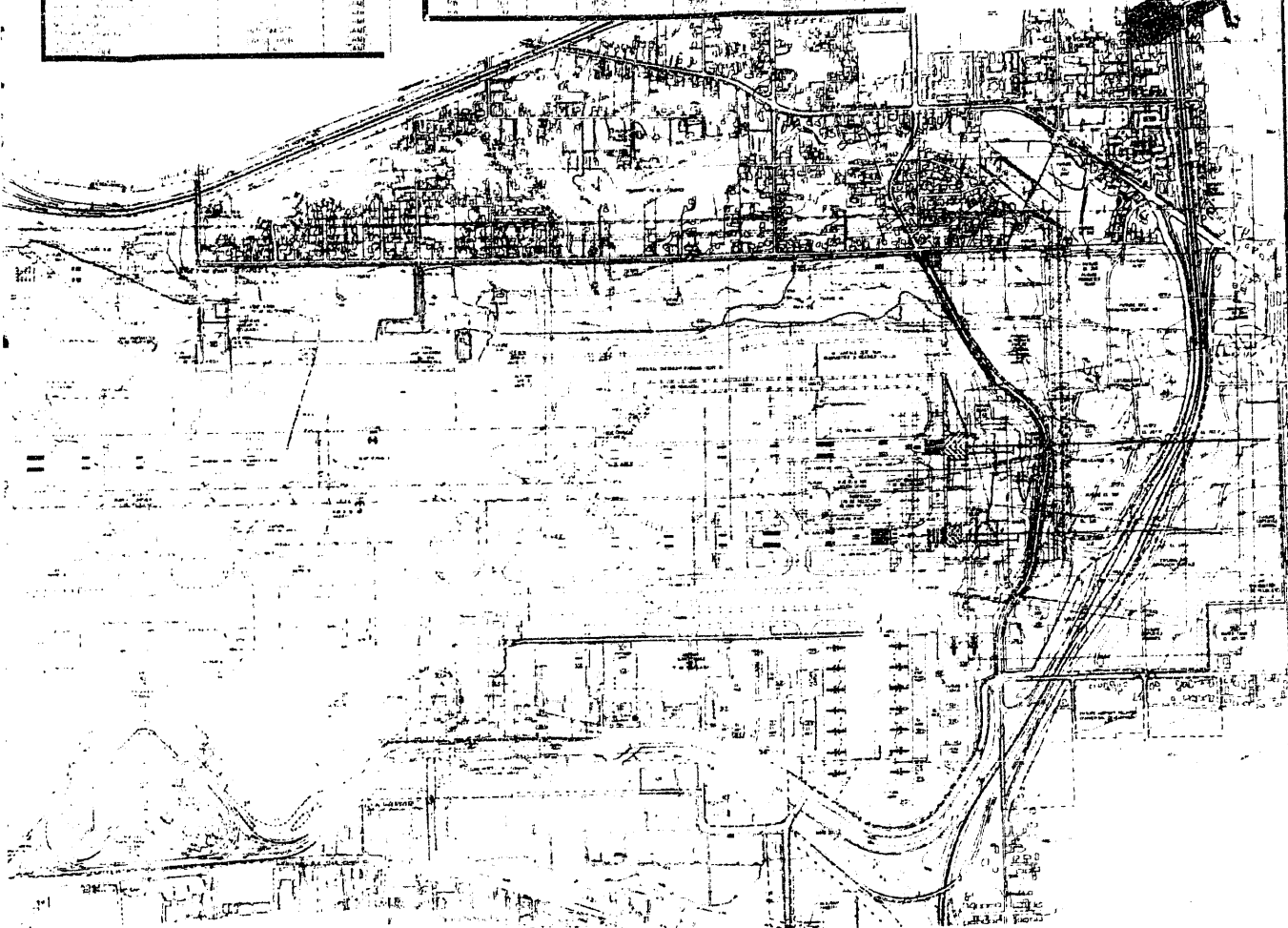
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92			92. RUNWAY 92																					

# AIRPORT DATA

NAME	SEA-TAC INTERNATIONAL AIRPORT
LOCATION	SEATTLE, WASHINGTON
OWNER	FEDERAL AVIATION ADMINISTRATION
OPERATOR	PORT OF SEATTLE
DESIGNER	PORT OF SEATTLE
DATE	1968

# RUNWAY DECLARED DISTANCE

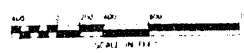
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96	10,000
97	10,000
98	10,000
99	10,000
100	10,000



# LIST OF NON STANDARD CONDITIONS AND MODIFICATIONS TO STANDARDS

Item	Description	Standard	Modification
1	Runway 10,000 ft	10,000 ft	10,000 ft
2	Runway 10,000 ft	10,000 ft	10,000 ft
3	Runway 10,000 ft	10,000 ft	10,000 ft
4	Runway 10,000 ft	10,000 ft	10,000 ft
5	Runway 10,000 ft	10,000 ft	10,000 ft
6	Runway 10,000 ft	10,000 ft	10,000 ft
7	Runway 10,000 ft	10,000 ft	10,000 ft
8	Runway 10,000 ft	10,000 ft	10,000 ft
9	Runway 10,000 ft	10,000 ft	10,000 ft
10	Runway 10,000 ft	10,000 ft	10,000 ft
11	Runway 10,000 ft	10,000 ft	10,000 ft
12	Runway 10,000 ft	10,000 ft	10,000 ft
13	Runway 10,000 ft	10,000 ft	10,000 ft
14	Runway 10,000 ft	10,000 ft	10,000 ft
15	Runway 10,000 ft	10,000 ft	10,000 ft
16	Runway 10,000 ft	10,000 ft	10,000 ft
17	Runway 10,000 ft	10,000 ft	10,000 ft
18	Runway 10,000 ft	10,000 ft	10,000 ft
19	Runway 10,000 ft	10,000 ft	10,000 ft
20	Runway 10,000 ft	10,000 ft	10,000 ft
21	Runway 10,000 ft	10,000 ft	10,000 ft
22	Runway 10,000 ft	10,000 ft	10,000 ft
23	Runway 10,000 ft	10,000 ft	10,000 ft
24	Runway 10,000 ft	10,000 ft	10,000 ft
25	Runway 10,000 ft	10,000 ft	10,000 ft
26	Runway 10,000 ft	10,000 ft	10,000 ft
27	Runway 10,000 ft	10,000 ft	10,000 ft
28	Runway 10,000 ft	10,000 ft	10,000 ft
29	Runway 10,000 ft	10,000 ft	10,000 ft
30	Runway 10,000 ft	10,000 ft	10,000 ft
31	Runway 10,000 ft	10,000 ft	10,000 ft
32	Runway 10,000 ft	10,000 ft	10,000 ft
33	Runway 10,000 ft	10,000 ft	10,000 ft
34	Runway 10,000 ft	10,000 ft	10,000 ft
35	Runway 10,000 ft	10,000 ft	10,000 ft
36	Runway 10,000 ft	10,000 ft	10,000 ft
37	Runway 10,000 ft	10,000 ft	10,000 ft
38	Runway 10,000 ft	10,000 ft	10,000 ft
39	Runway 10,000 ft	10,000 ft	10,000 ft
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41	Runway 10,000 ft	10,000 ft	10,000 ft
42	Runway 10,000 ft	10,000 ft	10,000 ft
43	Runway 10,000 ft	10,000 ft	10,000 ft
44	Runway 10,000 ft	10,000 ft	10,000 ft
45	Runway 10,000 ft	10,000 ft	10,000 ft
46	Runway 10,000 ft	10,000 ft	10,000 ft
47	Runway 10,000 ft	10,000 ft	10,000 ft
48	Runway 10,000 ft	10,000 ft	10,000 ft
49	Runway 10,000 ft	10,000 ft	10,000 ft
50	Runway 10,000 ft	10,000 ft	10,000 ft
51	Runway 10,000 ft	10,000 ft	10,000 ft
52	Runway 10,000 ft	10,000 ft	10,000 ft
53	Runway 10,000 ft	10,000 ft	10,000 ft
54	Runway 10,000 ft	10,000 ft	10,000 ft
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61	Runway 10,000 ft	10,000 ft	10,000 ft
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64	Runway 10,000 ft	10,000 ft	10,000 ft
65	Runway 10,000 ft	10,000 ft	10,000 ft
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73	Runway 10,000 ft	10,000 ft	10,000 ft
74	Runway 10,000 ft	10,000 ft	10,000 ft
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81	Runway 10,000 ft	10,000 ft	10,000 ft
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85	Runway 10,000 ft	10,000 ft	10,000 ft
86	Runway 10,000 ft	10,000 ft	10,000 ft
87	Runway 10,000 ft	10,000 ft	10,000 ft
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91	Runway 10,000 ft	10,000 ft	10,000 ft
92	Runway 10,000 ft	10,000 ft	10,000 ft
93	Runway 10,000 ft	10,000 ft	10,000 ft
94	Runway 10,000 ft	10,000 ft	10,000 ft
95	Runway 10,000 ft	10,000 ft	10,000 ft
96	Runway 10,000 ft	10,000 ft	10,000 ft
97	Runway 10,000 ft	10,000 ft	10,000 ft
98	Runway 10,000 ft	10,000 ft	10,000 ft
99	Runway 10,000 ft	10,000 ft	10,000 ft
100	Runway 10,000 ft	10,000 ft	10,000 ft

The preparation of this plan was required in part through the grant from the Federal Aviation Administration is provided under section 101 of the Airport and Airway Improvement Act of 1966, as amended. The contents do not necessarily reflect the policy or views of the FAA. Acceptance of this plan by the FAA does not constitute a commitment on the part of the United States to participate in any development depicted thereon nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.

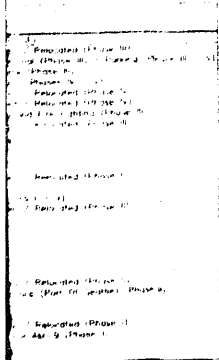


# PORT OF SEATTLE

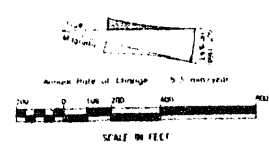
SEA-TAC INTERNATIONAL AIRPORT	APPROVED BY: _____	DATE: _____
AIRPORT LAYOUT PLAN	APPROVED BY: _____	DATE: _____
SHEET 2 OF 12		







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In preparation of this plan was originated in part through a grant from the Federal Air Administration as provided under Section 506 of the Export and Army Improvement Act of 1962, as amended. The contents do not necessarily reflect the official views or policies of the FAA. Acceptance of this plan by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted thereon nor does it indicate that the proposed development is internationally acceptable in accordance with appropriate public laws.

[illegible]

FBI APPROVAL	PORT OF SEATTLE APPROVAL
APPROVED BY	APPROVED BY
DATE	DATE

# PORT OF SEATTLE

SEA-TAC INTERNATIONAL AIRPORT

**TERMINAL AREA PLAN**  
SHEET 3 OF 3

**SHEET 3 OF 12**

**ATTACHMENT A-2**

**AGREED MAP AND LAND USES ON PORT PROPERTY**

Attached is a map showing two zones: "Aviation Operations" (blue) and "Aviation Commercial" (pink). Also attached are the set of land uses applicable to each zone.

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Attachment A-2  
to Exhibit A  
Page 1

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# Seattle-Tacoma International Airport Zoning Map



August 04, 1987

## Zoning Designations:

Aviation Operations (AVO)

Aviation Commercial (AVC)

FAA Regulated Areas:

Runway Protection Zones (RPZ)

Approach Transitional Zones (ATZ)

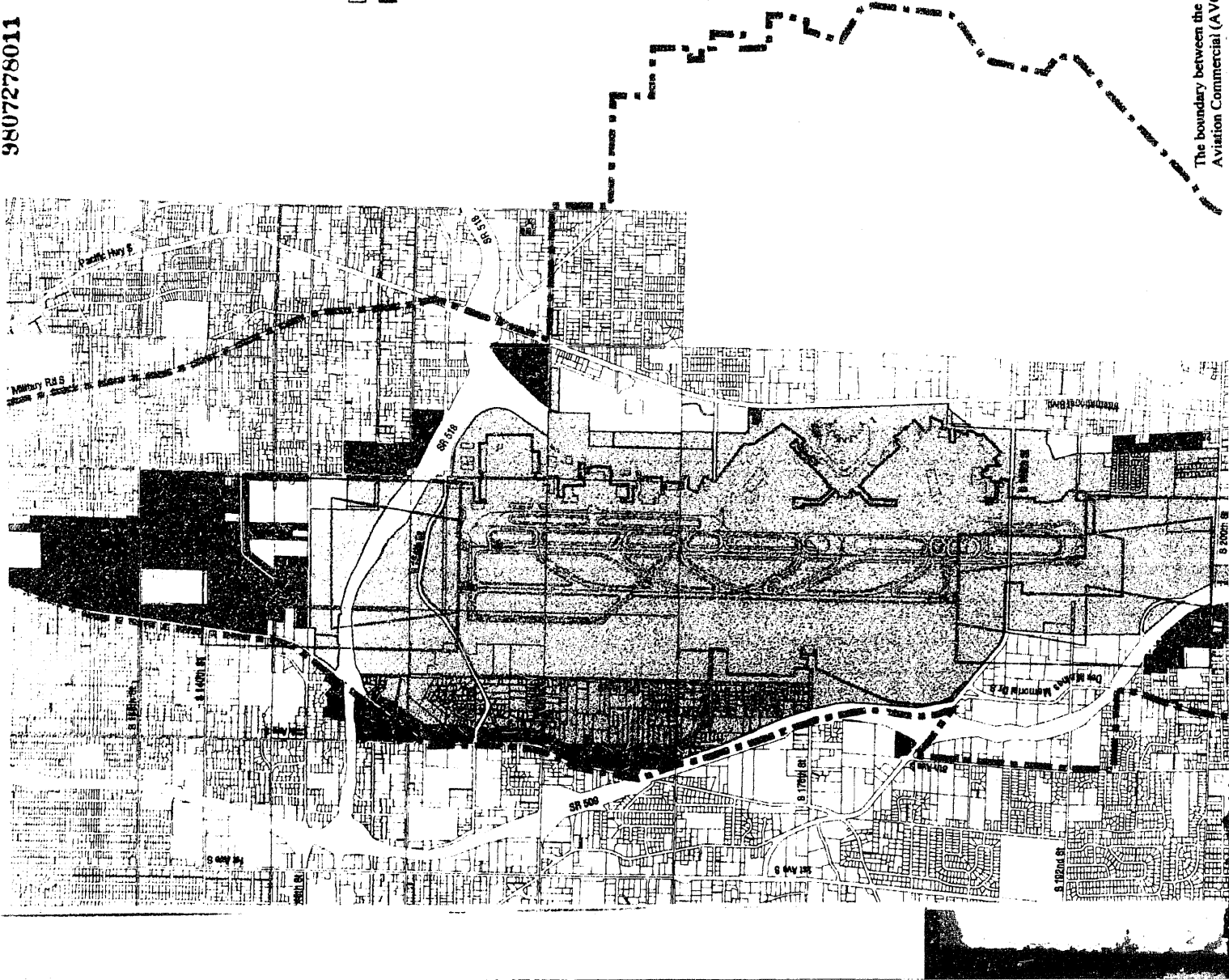
Perimeter Security Fence

Other Features:


SeaTac City Limits

Airport Facilities

Property Parcels



The boundary between the Aviation Operations (AVO) and Aviation Commercial (AVC) zones in the area west of the Airport



0 1000 2000 3000

Scale of Feet

**Data Sources:**  
Seattle-Tacoma International Airport  
King County Assessor's parcel database  
Airport layout by P&D Aviation

**State Plane Coordinate System**  
Washington Northern Zone, NAD27

Attachment A-2  
To Exhibit A  
Page 2

Land Use Designations & Descriptions – Seattle-Tacoma International Airport  
[accompanied by "Port Zoning Map" dated August 4, 1997]

Aviation Operations (AVO) Zone:

The Aviation Operations (AVO) zone is an Airport-owned area designated for development of the range of facilities that provide for safe and efficient commercial aviation operations and support, together with security, access, the needs and convenience of the traveling public, and the handling of air cargo.

Permitted Principal Uses:

- runways, taxiways, & safety areas
- aircraft ramp & parking areas
- airfield lighting
- aviation navigation, communication & landing aids for airport and aircraft operations (P)
- airfield control towers & FAA air traffic control facilities
- meteorological equipment (P)
- communications equipment (P)
- designated airfield safety areas, clear zones, & runway protection zones (P)
- aircraft runup areas
- airport access roadways and public transportation facilities (P)
- airfield infrastructure & utilities serving uses permitted in the zone (P)
- infrastructure and utilities serving other zones or areas (P)
- aircraft fueling systems
- airfield crash/fire/rescue (ARFF) facilities, including staff quarters & offices
- other aviation activities or facilities whose location within the AVO zone is fixed by function by FAA requirements
- passenger terminal facilities, including passenger and baggage handling, ticketing, security checkpoints, waiting areas, restrooms, aircraft loading gates, restaurants, conference facilities, newsstands, gift shops, and other commercial activities providing goods and services for the traveling public
- hotel facilities immediately adjacent and providing direct physical access to passenger terminal facilities
- parking for public and employees (P)
- access, parking, transfer & holding areas, intermodal connections, etc. for public transit, high capacity transit, busses, taxis, shuttles, etc. (P)
- passenger vehicle rental, including parking, service and preparation, and customer facilities (P)
- air cargo aircraft loading and unloading
- air cargo warehousing and customer service facilities (P)
- flight kitchens (P)
- offices and work & storage areas for airline & aviation support (P)
- facilities for the maintenance of aircraft
- facilities for the maintenance of airline & airfield equipment
- facilities for the maintenance of airport & airfield facilities

Permitted Accessory Uses:

- airfield service roads and access improvements (P)
- airfield security facilities such as fencing, gates, guard stations, etc. (P)
- parking and storage for airfield ground service equipment (GSE)

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- inter-/intra-terminal transfer facilities for people, baggage, & cargo (P)
- controlled storage of hazardous wastes generated by permitted uses and temporarily stored prior to disposal in accordance with federal and state regulations
- reasonable office and staff facilities to serve uses permitted in the zone
- employee support facilities such as cafeterias, locker rooms, rest areas, restrooms, exercise areas, etc. (P)

Foreign Trade Zone:

- Foreign Trade Zone (FTZ) designation may be applied to uses permitted in AVO listed above. Fencing, access limits, and other security provisions or facilities necessary for FTZ designation are permitted.

Prohibited Uses:

- Any use or facility which is found by either the FAA or the Port to contravene FAA regulations and/or interfere with the safe and efficient operation of the airport
- Any residential use except: 1) public accommodations which serve the convenience of the traveling public or 2) quarters for airport operational staff required for round-the-clock operation response (e.g. ARFF staff)

Aviation Commercial (AVC) Zone:

The Aviation Commercial (AVC) zone is an Airport-owned area designated for development that provides support to operations of the airport, the traveling public, and air cargo, and for other development that provides economic benefit to the Airport and community while maintaining compatibility with Airport operations and activities.

Permitted Principal Uses:

- hotels and convention facilities
- conference facilities
- public parking facilities
- wholesale sales and distribution facilities
- retail sales and distribution facilities
- warehousing and distribution facilities, excluding truck terminals
- those clean light industrial and manufacturing facilities permitted in the City's BP zone as it exists on the date of this Agreement
- airport access roadways and public transportation facilities
- other aviation activities or facilities whose location within the AVC zone is fixed by function by FAA requirements
- facilities for the maintenance of airline & airfield equipment and of airport & airfield facilities, provided that maintenance of heavy equipment (e.g. fuel trucks, runway snowplows) shall be permitted only in the AVO zone
- parking and storage for airline and airfield ground service equipment (GSE) provided that parking and storage for heavy equipment (e.g. fuel trucks, runway snowplows) shall be permitted only in the AVO zone
- infrastructure & utilities supporting uses permitted in the zone
- infrastructure & utilities serving other zones or areas
- any use permitted in the Aviation Operations (AVO) zone and flagged with the (P) indicator

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Permitted Accessory Uses:

- reasonable office and staff facilities to serve uses permitted in the zone
- employee support facilities such as cafeterias, locker rooms, rest areas, restrooms, exercise areas, etc.

Foreign Trade Zone:

- Foreign Trade Zone (FTZ) designation may be applied to uses permitted in AVC listed above. Fencing, access limits, and other security provisions or facilities necessary for FTZ designation are permitted. (2)

Prohibited Uses:

- any use or facility which is found by either the FAA or the Port to contravene FAA regulations and/or interfere with the safe and efficient operation of the airport
- any residential use except: 1) public accommodations which serve the convenience of the traveling public or 2) quarters for airport operational staff required for round-the-clock operation response (e.g. ARFF staff)

The following uses are permitted in both the AVC and AVO zones:

Measures that provide environmental protection and/or mitigation of environmental impacts, including:

- measures which provide protection, restoration, or enhancement of a stream, pond, wetland, or associated biological habitat
- measures which relocate, create, or modify a stream, pond, wetland, or associated biological habitat as part of a mitigation plan
- measures which provide compatibility with seismically sensitive areas
- stormwater runoff control and water quality facilities, provided that contaminated water holding ponds and treatment equipment which are part of the Airport's Industrial Waste System (IWS) are permitted only in the AVO zone.

Note: Habitat areas, including streams, wetlands, or other areas with natural flora and fauna, may be modified or maintained to protect the safety of flight operations by controlling height and/or by limiting attraction, roosting, nesting, feeding, or breeding by birds, mammals, or other fauna. FAA guidance or regulations may apply to these uses and conditions.

Public access parks, trails, or viewpoints but only in accordance with the Public Use Special Conditions listed below:

- Public Use Special Conditions
- The following special conditions shall apply to any areas which are designated for public access parks, trails, or viewpoints:
  - Public access or recreational uses shall be limited as necessary to assure compatibility with airport and aviation activities. If use of Port-owned property by the public for access and recreation is permitted, it shall be considered compatible with airport operations, including



noise and other impacts, and shall not establish a recreation use or other public activity under the U. S. Department of Transportation 4(f) provisions.

-- Public use and access shall be generally of low intensity. Density guidelines for numbers of people may be established by the Port and FAA, with input from the public and local jurisdiction. (Examples of such guidelines are represented in the North SeaTac Park leases and tri-party agreements.)

-- Public use and access shall be subject to the requirements and needs of airport and aviation activities, including security, as determined by the Port and/or the FAA.

Note: Where the Port determines that a public and community benefit which mitigates impacts of the Airport's facilities and or operations should be provided, the Port may enter into agreements with other public agencies or jurisdictions for the long term development and/or operation of public access parks, trails, or viewpoints. Such agreements shall include language addressing the Public Use Special Conditions and Port review and/or approval of plans for development, operation, and maintenance of such facilities. North SeaTac Park is an example of such an agreement.

Note: The City has accepted the Port's proposal to zone the North SeaTac Park area as AVC based on the following: 1) under the two-zone system AVC is more appropriate than AVO; and 2) the NSTP agreements protect the park program and the City's level of control. The Port also believes the anticipated use of the potential 50-acre transfer from the park would match the AVC designation.

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**ATTACHMENT A-3**

**STANDARD FORMAT FOR PROJECT NOTICE  
WITH PROJECT DESCRIPTION  
AND DEVELOPMENT STANDARDS**

This Project Notice would be sent to the City's designated contact person as early as possible (e.g. initial listing on the Port's spread sheet tracking if sufficient detail exists), but in any event no later than the Port's preparation of a SEPA checklist for the project or the Port's determination that the action is not covered by SEPA (e.g. categorical exemption).

Location (with map) and Size, Function and Scope of Project:

Proposed Use and User:

Proposed Schedule for Construction:

SEPA/Environmental Compliance: Describe environmental analysis including whether covered by prior EIS; if additional detail since EIS analysis, describe significant adverse impacts and any proposed new mitigation to address these impacts.

Description of Applicable Development Standards (and any modifications resulting from federal or state requirements): [See list in Attachment 4]

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## ATTACHMENT A-4

### PRE-APPROVED DEVELOPMENT STANDARDS FOR PORT PROJECTS

(revised 8/6/97)

This Attachment sets forth the development standards approved by the City and Port for projects on property owned by the Port (or to be owned as identified in the Port's Master Plan). Port standards as referenced below are those contained in the Port of Seattle's Regulations for Airport Construction, 1996 Edition; City of SeaTac standards are those contained in the City Code as of April 30, 1997. [Note: Port projects currently before the City or in design would attempt to comply with the standards, but they are not mandatory and pre-existing standards would control.] Maps of the permanent revisions to the Air Operations Area (AOA) security fence shall be sent to the City for purpose of notification whenever such revisions are made. The current map of the AOA security fence is included as Attachment A-7.

#### SETBACKS

Port standards apply. The Port will consider the City request for smaller setbacks for properties fronting International Boulevard as long as safety and security requirements allow.

#### LOT COVERAGE

Port standards apply. On properties within the City's current (1997) Business Park zone, the City's requirement for 25% pervious surface shall apply.

#### HEIGHT RESTRICTIONS

Port standards apply.

#### SETBACK PROJECTIONS

Port standards apply.

#### LANDSCAPING

The purpose of this section is to provide landscaping in developments to preserve and enhance the aesthetic character of the City and Port of Seattle; to improve the quality of the built environment; to promote retention and conservation of existing natural vegetation; to reduce the impacts of development on drainage systems and natural habitats; and to increase compatibility between different land uses by:

1. Providing visual interruption of large expanses of parking areas and reduction of reflected heat and glare through the implementation of interior and perimeter parking area landscaping;
2. Screening undesirable views from surrounding properties;
3. Providing a visual and physical barrier between dissimilar adjoining land uses;
4. Providing increased areas of permeable surfaces which allow:
  - a) Infiltration of surface water into groundwater resources;

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- b) Reduction in the quantity of storm water discharge; and
- c) Improvement in the quality of storm water discharge.

The landscaping standards in this section are minimum requirements. Where it is determined by the Port of Seattle that additional landscaping is needed to mitigate, screen or buffer the development from its surroundings, or comply with the spirit of this section, additional landscaping may be required. The landscaping standards in this section may be augmented by revised standards resulting from Port and City review.

**A. Perimeter Landscaping**

1. Port standards shall apply. On properties located within the City's Business Park (BP) zone as indicated on the map in Attachment A-6, the following standards apply:
2. Perimeter Landscaping shall be located along the property lines of a lot and shall include:
  - a) A minimum twenty (20) foot wide landscape strip adjacent to public rights-of-ways consisting of the following:
    - i) A mix of evergreen and deciduous trees and shrubs spaced to create a filtered screen within three (3) years;
    - ii) At least 50% deciduous trees and at least 30% evergreen trees;
    - iii) Evergreen trees spaced no more than fifteen (15) feet on center;
    - iv) Deciduous trees spaced no more than twenty (20) feet on center;
    - v) Evergreen shrubs spaced no more than five (5) feet apart and that achieve a height of six (6) feet within three (3) years;
    - vi) Ground cover
  - b) A minimum twenty (20) foot wide landscape strip adjacent to residential zoned properties consisting of the following:
    - i) A solid wall of trees and/or a dense hedge with a mix of deciduous and evergreen trees placed to form a continuous screen within three (3) years;
    - ii) At least 70% evergreen trees;
    - iii) Evergreen trees spaced no more than fifteen (15) feet on center;
    - iv) Deciduous trees spaced no more than twenty (20) feet on center;
    - v) Evergreen shrubs spaced no more than four (4) feet apart and to achieve a height of six (6) feet within three (3) years;

- (vi) Ground cover

**B. Loading Bay Landscaping**

1. Port standards apply. On properties within the City's Business Park zone as indicated on the map in Attachment A-6, the following standards apply:
  - a) Unless there is conflicting guidance from the FAA or Airport security, loading bays shall be screened from residential properties or adjacent rights-of-ways using one or a combination of the following methods. Such screening shall provide total screening between subject property and adjacent residential properties and rights-of-way by:
    - i) Using building design and layout, or orientation, to screen the loading bays.
    - ii) A twenty foot (20') Type 1 landscape buffer backed by a decorative fence or incorporating a landscaped berm, approved by the Port, of a minimum height of six feet (6'). Type 1 landscaping is defined in Section 15.14.030 of the City of SeaTac Zoning Code.

**C. Surface Parking Lot Landscaping**

1. Port standards apply. On properties within the City's Business Park zone as indicated on the map in Attachment A-6, the following standards apply:
  - a) Surface Parking Lot Landscaping shall provide shade and visual relief, and maintain clear site lines within parking areas. Interior Landscaping within surface parking lots shall be a minimum of 10% of the interior parking lot including parking spaces and drive aisles.
  - b) Parking area landscaping shall consist of:
    - i) Canopy type deciduous trees or broadleaf evergreen trees, evergreen shrubs and a mix of evergreen and deciduous ground covers planted in wells, raised planters or parking strips;
    - ii) Shrubs that do not exceed a height of four feet (4') in maturity;
    - iii) Plantings contained in:
      - (a) planting wells or parking strips having an area of at least seventy-five square feet (75 sf) and with a narrowest inside dimension of at least five feet (5') in width; or
      - (b) planters with a maximum dimension of five feet in length and width;
    - iv) Planting wells or strips which each contain at least one (1) tree; and
    - v) Ground cover;

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- vi) Street frontage landscaping can be located in front of or behind the sidewalk.

- 2. In lieu of the above plantings located within the paved parking areas, landscaping may consist of a landscaped buffer which functions as a visual separator between the parking area and non-airport property. Plant materials within the alternative landscape buffer shall be of the same type, size, number and area as needed to comply with items "a" through "f" above.

#### D. Service Area Landscaping

- 1. Port standards apply. On properties within the City's Business Park zone as indicated on the map in Attachment A-6, the following standards apply:

- a) Service Area Landscaping provides screening of outdoor storage and dumpster areas, and provides visual relief while maintaining clear site lines of the Airport Operating Area (AOA) security fence.
- b) Service Area Landscaping shall consist of:
  - i) A "see-through" buffer which functions as a partial visual separator to soften the appearance of loading and service areas. "See through" buffering is intended for use between public streets and Airport related service areas located adjacent to the AOA security fence.
  - ii) A mix of canopy type deciduous trees, evergreen trees, broadleaf evergreen trees and shrubs spaced to create a continuous canopy within ten (10) years;
  - iii) At least seventy percent (70%) deciduous trees;
  - iv) Trees spaced no more than twenty-five feet (25') on center;
  - v) Shrubs that do not exceed a height of three feet (3') in maturity;
  - vi) Berms which do not exceed a slope of three horizontal feet to one vertical foot (3:1);
  - vii) Landscaping located a minimum of five feet (5') away from the AOA security fence; and
  - viii) Grass ground covering.

- 2. Exceptions to Service Area Landscaping:

- a) Airport related uses located within the AOA or where landscaping is restricted by either Federal regulations or the Airport Security Plan; and
- b) Surface parking areas located within or directly adjacent to the AOA.

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**E. General Landscape Requirements**

1. Deciduous trees shall have a diameter (caliper) of at least two (2) inches measured four (4) feet above the ground at the time of planting.
2. Evergreen (broadleaf or conifer) trees shall be at least eight (8) feet in height measured from treetop to the ground at the time of planting.
3. Shrubs shall be at least twenty-four (24) inches high or wide at the time of planting and shall be a minimum two (2) gallon rootball size.
4. Ground covers shall be planted and spaced to result in total coverage of the landscape strip within one (1) year. Ground covers shall be planted at a maximum of twenty-four (24) inches on center or as approved by the City.
5. If fences, hedges or other architectural designs are used along street frontage, they shall be placed inward of the landscape strip. Openings shall be provided to accommodate pedestrian circulation requirements.
6. Berms shall not exceed a slope of three horizontal feet to one vertical foot (3:1).

**SIGNAGE**

Port standards apply.

**ILLUMINATION (LIGHT/GLARE)**

Port standards apply.

**PARKING**

1. For non-aviation development, such as the Bai Tong Restaurant or the SeaFirst Bank, City parking requirements apply.
2. For the Port's existing parking garage and any new parking garages, the Port's parking standards apply.
3. For aviation-related development that will not be using the Port's remote employee parking lots, City parking requirements will be applied, except in case where:
  - a) Work sites have multiple work shifts over a 24-hour period;
  - b) Where employees have reasonable access to alternative, non-SOV modes such as shuttle vans, buses, taxis, HOVs, or walking.
4. When one or both of these conditions exist, the City and Port will meet and decide on parking standards on a case-by-case basis; or
5. For aviation-related development that will use the Port's remote Airport Employee parking lots, the Port's parking requirements will apply.

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### DESIGN GUIDELINES

Port standards apply. City of SeaTac standards apply to properties within the City's Business Park zone as indicated on the map in Attachment A-6.

### SURFACE WATER MANAGEMENT

Projects shall comply with the SWM Standards set forth in Exhibit B to this ILA.

### CRITICAL AREAS

The City's critical area regulations and standards, as they exist on the date of this Agreement, presumptively shall apply to Port projects. However, the City's critical area provisions shall not apply to the third runway or other portions of the Port Master Plan Projects as follows: (a) wetland mitigation being done in Auburn, Washington (¶ 15.1, Exhibit C); (b) Miller Creek stream location as shown in the Port's Section 404 Corps Permit Application (¶ 15.2, Exhibit C); and (c) for the Port Master Plan projects without an "\*" in Attachment A-1, the Port shall implement the mitigation measures set forth in the Master Plan Final EIS and Final Supplemental EIS (as set forth in Attachment A-5), and the City's critical area regulations (including flood plains, seismic hazards, erosion and vegetation) shall not apply so long as those mitigation measures are implemented. The City's standards and regulations shall be flexibly applied or modified on a case-by-case basis to recognize federal regulations, circulars or similar provisions affecting airports or the special circumstances presented by the operation of an airport. If the Port and City disagree on the critical area standards, then Dispute Resolution under Section 11.1 of the ILA shall apply.

### TRANSPORTATION

Non-Airport projects shall pay impact fees as normally paid by projects within the City. After the City adopts an updated transportation plan (and corresponding funding) as called for in Exhibit C, then Airport uses on Port property are governed by the mitigation provisions in Exhibit C (including appropriate funding following an update of the City's transportation plan. Funding decisions adopted after the joint transportation study (¶ 5.2.4 in Exhibit C) shall apply retroactively to any project on Port land that is proposed between the date of the ILA and the funding decision.

### NOISE

Noise measures shall be those adopted as part of the "Part 150 Plan" referred to in ¶ 1.4 of the Land Use Agreement.

### ITEMS NOT COVERED; DISPUTE RESOLUTION

Development standards not addressed above shall follow the Port's Regulations for Airport construction (RAC). Many issues addressed in the RAC such as building design and construction materials, etc. are important to Port construction, but are not included in the development standards above. If the Port and City disagree over application of any development standards, including disputes over whether a use is an aviation-related use or which development standards apply to a mixed-use project (part of which is aviation-related), then Dispute Resolution under Section 11.1 of the ILA shall apply.

NOTE: The development standards set forth above shall be modified to the extent required to avoid conflict with federal or state regulations applicable to or permits issued for SeaTac International Airport (e.g., NPDES; air quality regulations; state HPA).



**ATTACHMENT A-5**

**CRITICAL AREA MITIGATION APPROVED AS PART OF  
PORT MASTER PLAN PROJECTS WITHOUT ""**

The Port shall undertake the mitigation measures for those Port projects without an "" (on Attachment A-1) as described in the following:

Airport Master Plan Final EIS:

Chapter IV, Section 10, Water Quality & Hydrology  
Chapter IV, Section 12, Floodplains  
Chapter IV, Section 16, Plants & Animals (Biotic Communities)  
Chapter IV, Section 17, Threatened & Endangered Species  
Chapter IV, Section 19, Earth

Appendix F, Stream Report for Miller Creek

Appendix G, HSP-F Hydrological Modeling Analysis

Appendix P, Natural Resource Mitigation Plan

Appendix Q, Water Studies

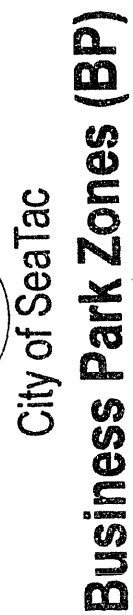
Airport Master Plan Final Supplemental EIS:

Section 5-5, Biotic Communities, Wetlands, and Floodplains  
Section 5-7, Other Impacts

Appendix F:

9. Biotic Communities/Wetlands/Floodplains
10. All other issues

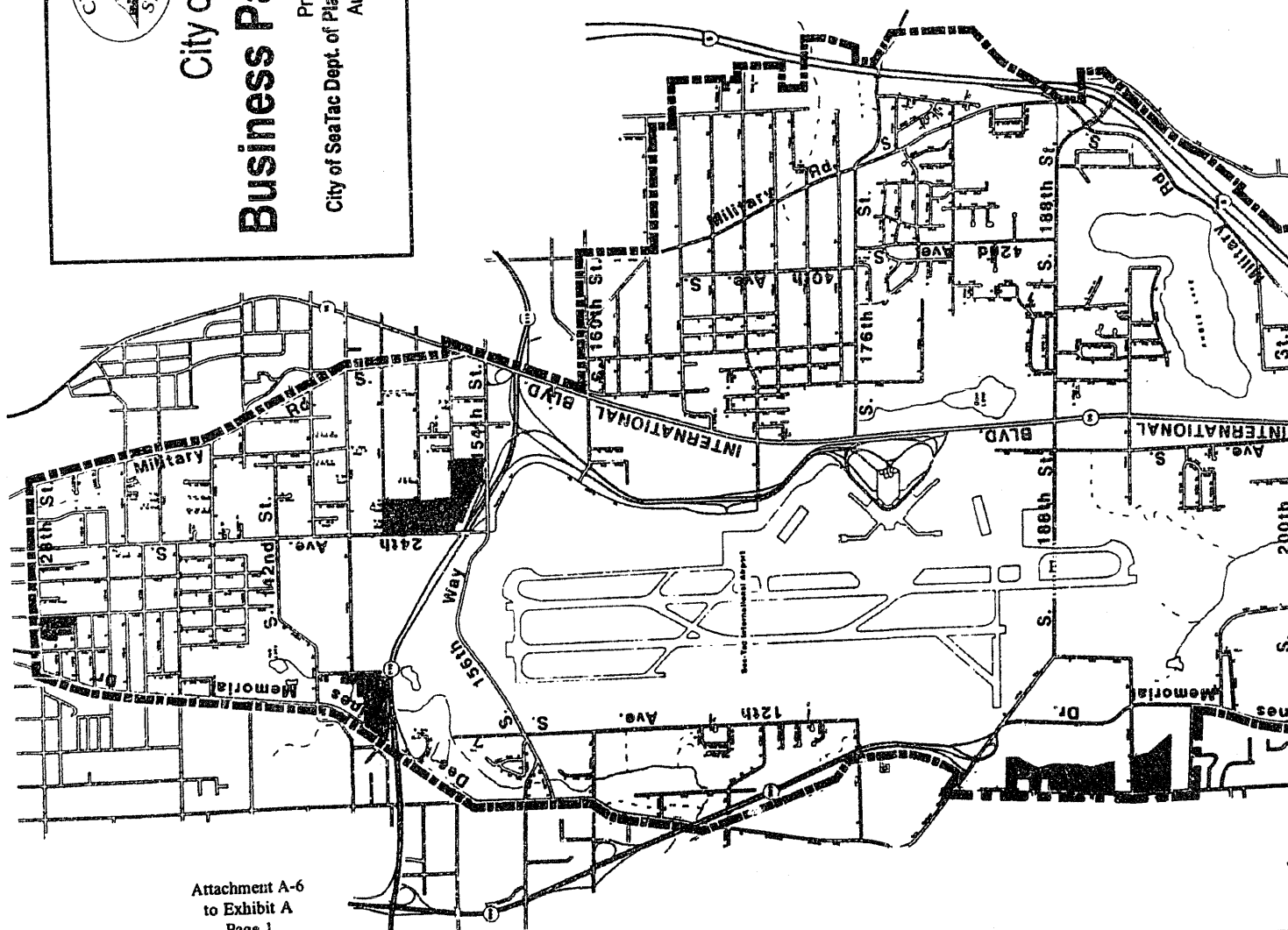
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Prepared by:  
City of SeaTac Dept. of Planning & Community Development  
August 1997

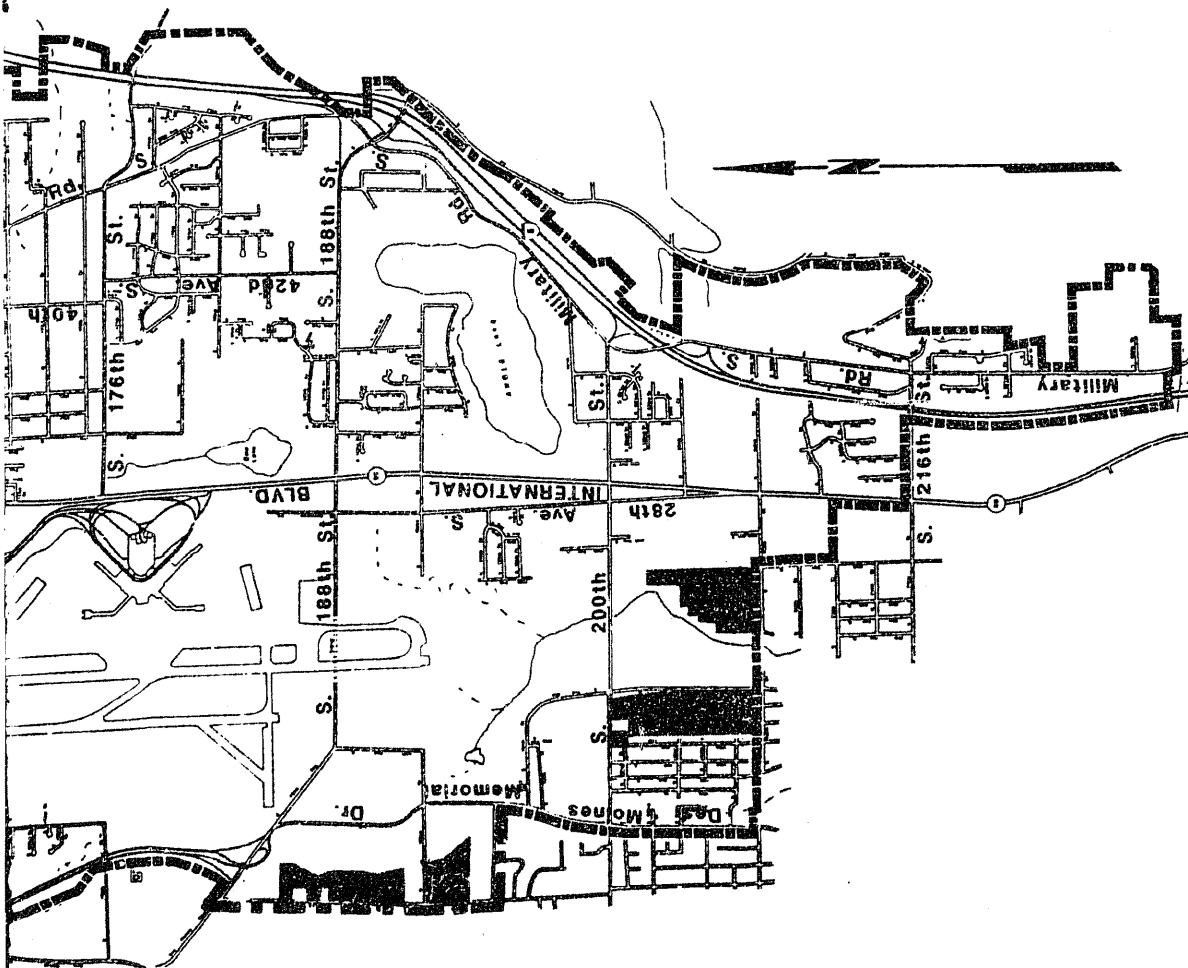
**ATTACHMENT A-6**

### MAP OF CITY BUSINESS PARK ZONES

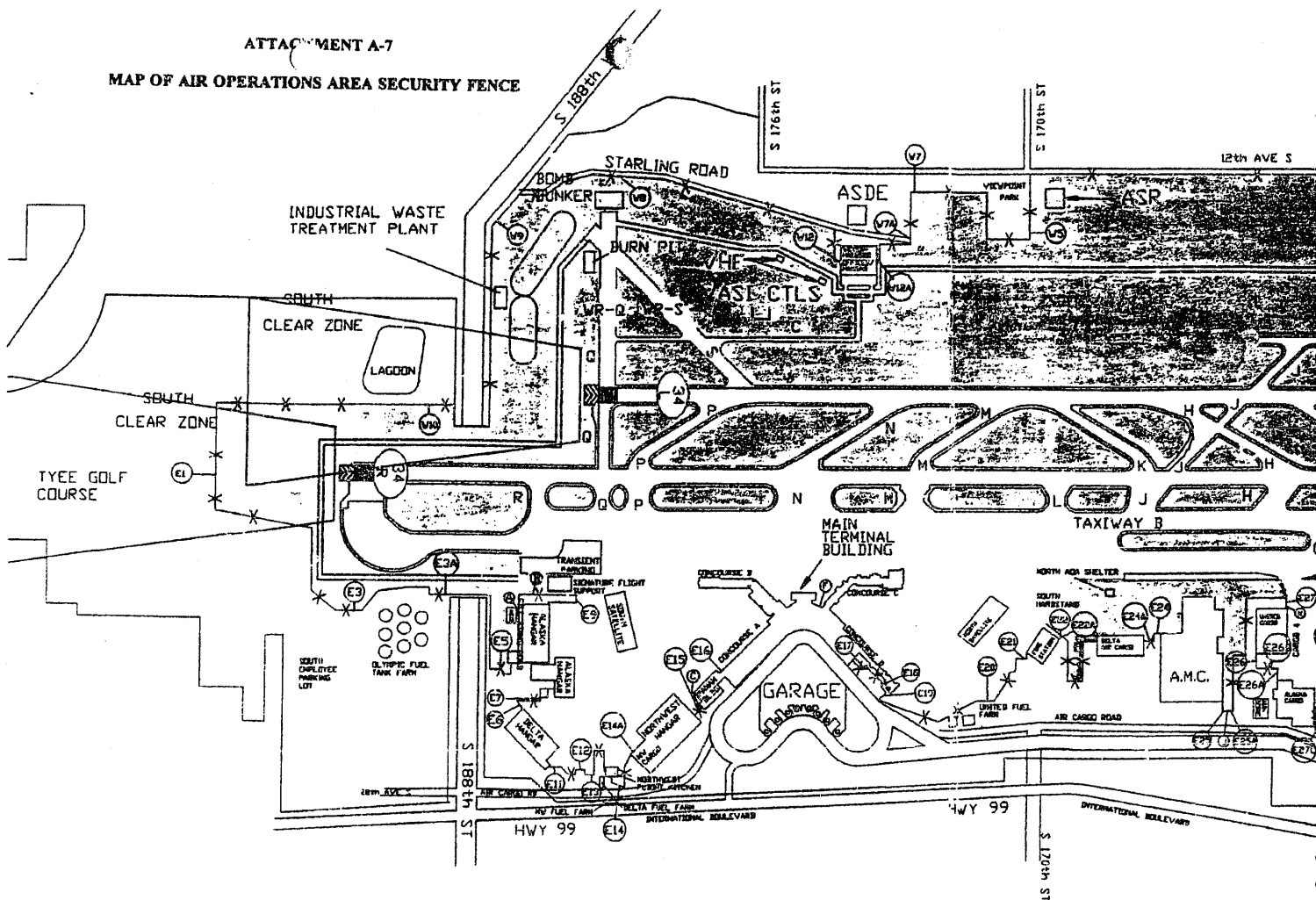


Attachment A-6  
to Exhibit A  
Page 1

9807278011



ATTACHMENT A-7  
MAP OF AIR OPERATIONS AREA SECURITY FENCE



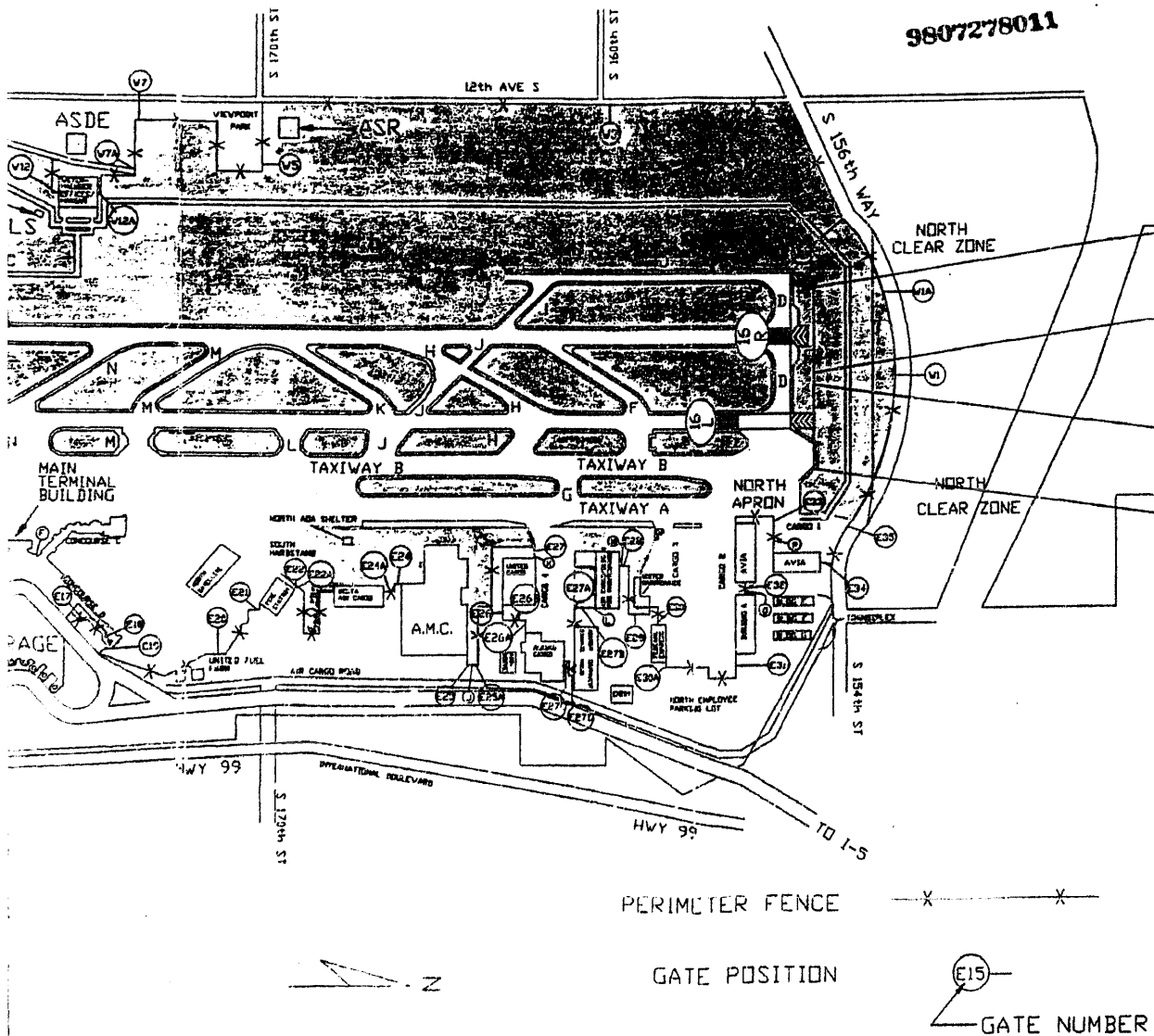
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- SECURE OPEN AREAS
- AIR OPERATIONS AREA

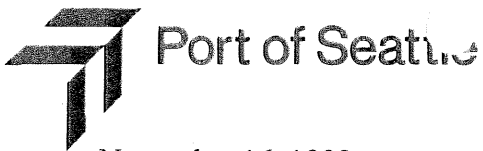
Attachment A-7  
to Exhibit A  
Page 1

SEATTLE-TACOMA INTERNATIONAL AIRPORT  
DESIGNATION OF AREAS  
AIR OPERATIONS AREA/SECURE OPEN AREA



OMAHA INTERNATIONAL AIRPORT  
 DESIGNATION OF AREAS  
 UNSECURED AREAS/SECURE OPEN AREAS

Appendix B  
 4/1/96



November 16, 1998

Cal Hoggard  
City Manager  
City of SeaTac  
17900 International Blvd.  
SeaTac, WA 98168

Subject: Interlocal Agreement – SWM Fee Appeal

Dear Cal:

I have received your October 12, 1998 letter responding to my September 22, 1998 letter regarding the City's surface water management (SWM) fee study and timing for Port appeal of City SWM fees as identified in the City and Port Interlocal Agreement (ILA). I concur with you that extending the SWM fee appeal date to December 31, 1998 is appropriate. To be clear, we understand that the extension will not alter that the fee appeal will begin with the year 1995 and continue to the present.

As I mentioned in my earlier letter, we would appreciate the opportunity to review any advance drafts of the fee study, if possible.

We look forward to continuing to work with the City on this and other important issues we jointly face.

Sincerely,

A handwritten signature in cursive script that reads "Gina Marie Lindsey".

Gina Marie Lindsey  
Director, Aviation Division

Please indicate by signing below the City of SeaTac's concurrence with the above extension of appeal deadline and fee appeal process.

A handwritten signature in cursive script that reads "Calvin P. Hoggard".

Calvin P. Hoggard, SeaTac City Manager

cc: Stewart, Brown, Hubbard, Kirk

Seattle-Tacoma  
International Airport  
P.O. Box 68727  
Seattle, WA 98168 U.S.A.  
TELEX 703433  
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*Copy to Clerk  
contract file  
\$ Bruce R  
\$ Julie R.*

**EXHIBIT B**  
**SWM AGREEMENT**

**Introduction**

Both the City and Port have surface water management programs and facilities. The following agreement set forth in this Exhibit B implements the parties' desire to coordinate and have mutually compatible SWM programs.

The parties acknowledge that the purpose of City SWM rates and charges is to provide a method for payment of all or any part of the cost and expense of surface and storm water management services, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds or other debt issued for such services. These rates and charges are necessary to promote the public health, safety and welfare by minimizing uncontrolled surface and storm water, erosion and water pollution; to preserve and utilize the many values of the City's natural drainage system, including water quality, open space, fish and wildlife habitat, recreation, education, urban separation and drainage facilities; and to provide for the comprehensive management and administration of surface and storm water.

The parties agree that the update of the SWM fees described in Item 1 below is not intended to provide the basis for modifying or changing the policy underlying the City's SWM program. The parties agree that any adjustments to fees or charges paid by the Port will occur if:

- (1) any of the conditions contained in KCC 9.08.080 are present;
- (2) any of the conditions contained in RCW 35.67.020 are present; or
- (3) the City may grant a credit pursuant to RCW 90.03.510 if the Port has storm water facilities that mitigate or lessen the impact of stormwater.

**1. UPDATED SWM FEES**

The City has indicated to the Port that it will conduct a study of its SWM fees to (1) study whether the fees are accurately and fairly applied to all property in the City, including the Port's property, and (2) study the feasibility of creating a special rate classification for the Port property looking at the factors set forth in RCW 35.67.020. The Port has in turn indicated to the City that it has several particular issues related to SWM fees applicable to its properties that it would like the City to address. If the parties are unable to produce the study in sufficient time for the Port to evaluate the data for use in a fee appeal, the Port plans to file a fee appeal to preserve its rights to the 1995 fee year and the parties agree to stay the hearing until the earlier of the following: (a) completion of the study; (b) September 30, 1998; or (c) the City's failure to adopt a budget appropriation in its 1998 City budget for the SWM study. The Port shall be considered to be acting in good faith if it independently pursues information regarding the data for its fee appeal.

Accordingly, as part of the City's study, the parties shall mutually select and retain a consultant, whose scope of work will include, among other things as agreed, tasks to support the following:

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ACTION

PARTY

- Determine acreage and percent impervious surface of Port property draining into City's SWM system. See below\*\*
- Determine acreage, land use, and quantity of City runoff draining into the following facilities: Miller Creek Regional Detention Facility (which includes Little Lake Reba), NW Ponds and Tyee Pond. See below\*\*
- Determine Port's costs of O&M for the following detention facilities: Miller Creek Regional Detention Facility (which includes Little Lake Reba), NW Ponds and Tyee Pond. Port
- Joint meeting(s) to discuss results Port and City
- Implement fee updates (and reductions/rebates for Port if appropriate) City
- \*\* The Port may proceed with the consultant HDR Engineering at its expense under the scope of work previously provided to the City on March 7, 1997 (copy attached as Attachment B-5). The City may elect to request HDR to perform some or all of the City's full SWM fee study. Alternatively, the City may select a different consultant for the full SWM fee study. The Port shall pay all of the cost of HDR for the March 7, 1997 scope of work (Attachment B-5). The City shall pay all of the costs of the City's full SWM fee study, and the Port shall provide relevant portions of the HDR work that relates to the City's SWM fee study as it affects Port property at no additional cost to the City.

Using the information obtained above along with other relevant information, the Port and City shall review and jointly discuss whether rate adjustments are appropriate and whether any fee reduction or rebate should be owed the Port for City drainage detained and treated by the Port facilities. The City shall implement a fee update based on mutually agreed adjustments for the Port.

**SCHEDULE:** The Port may proceed with the scope as described above. The City's full SWM fee study shall be completed no later than September 30, 1998, unless the Port and City mutually agree to extend the deadline.

**2. WATER QUALITY REVIEW**

The Port has provided the City with existing data on sediment contamination and water quality in Port, City and regional surface water management facilities, including its annual reports and monitoring data from storm drains, and the Port shall provide the Receiving Environment Monitoring Study which the Port expects to complete in June 1997. Although the City is not required to obtain a federal NPDES municipal permit, it shall, in consultation with the Port, review data provided by the Port and otherwise available, and consider adopting KCC Chapter 9.12 and new BMP's in addition to those now implemented by the City under its SWM program. A list of the BMP's and water quality measures now undertaken by the Port and City are included as Attachment B-1 and B-2, respectively. The City shall exercise reasonable discretion in determining the timing and level of review and consideration of new BMP's.

**SCHEDULE:** The review shall be completed by December 31, 1997.



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### 3. COORDINATED COMPREHENSIVE DRAINAGE PLANS AND BASIN PLANNING

3.1 Comprehensive Drainage Plans. The Port and City acknowledge that each party is undertaking a Comprehensive Drainage Plan, and that they will coordinate their respective plans and exchange information to the fullest extent reasonably possible to achieve consistent final plans.

3.2 Des Moines Creek Basin. The Port and City shall complete and implement appropriate measures from the on-going Des Moines Creek Basin Interlocal Agreement with the City of Des Moines and King County. Attachment B-3 contains information provided by the Port regarding design of the NW Ponds and Tyee Pond. Since the original design of the Tyee Pond assumed substantially more acres of Port impervious surface drained into the Tyee Pond than actually now discharge (estimated at over 100 acres discharging into the Port's IWS system rather than into the Tyee Pond), the City does not object to the Port's discharge of surface water into this facility without additional on-site detention. The Port shall confirm to the City that none of the assumed acreage has in fact discharged into the Tyee Pond since the original design. The Port shall hold the City harmless from any claims by any other jurisdiction or person relating to the Port's additional discharge to the Tyee Pond. The NW Ponds were not designed as regional detention facilities, although surface water from the City does and shall continue to flow through the NW Ponds. If additional capacity is built for the NW Ponds, the Port and City shall evaluate the sources of surface water intended to be received.

3.3 Miller Creek Basin. Attachment B-3 contains information provided by the Port regarding design of the Miller Creek Regional Detention Facility. Since the original design assumed 27 acres of Port impervious surface drained into the Miller Creek Regional Detention Facility that in fact discharges into the Port's IWS system, the City does not object to the Port's discharge of surface water from up to 27 acres of impervious Port surfaces into this facility without additional on-site detention. The Port shall confirm to the City that none of the 27 acres has in fact discharged into the Miller Creek Detention Facility since the original design. The Port shall notify the City as any portion of that 27-acre credit is utilized in the future. The Port shall hold the City harmless from any claims by any other jurisdiction or person relating to the Port's additional discharge from 27 acres. Except for the Port's discharge from the 27 acres, the Port shall provide on-site detention prior to surface water reaching the Miller Creek Regional Detention Facility in accordance with the "SWM Threshold" described in § 5.3 below unless the Port and City amend this Agreement in writing.

The Port and City shall seek participation by the City of Burien, the City of Normandy Park and King County to do a Miller Creek Basin Plan to consider the following:

- Allocation of flows for future development for the jurisdictions within the basin.
- Whether additional capacity should be developed in the Miller Creek Regional Detention Facility or other facilities.
- The level of protection needed to protect resources of Miller Creek.
- Stream flows, flood plain issues and groundwater hydrology and recharge.

The basin plan shall indicate the capital improvements or operational changes to be undertaken by the respective jurisdictions.

If not all of these other parties are willing to participate in the basin plan, then the Port and City shall determine an appropriate course of action. At a minimum, the Port and City shall review their respective contributions to Miller Creek drainage and potential measures to protect and enhance resources.

4. **SWM DESIGN STANDARDS**

The Port shall adopt, and the City has adopted, and both will follow, the standards and requirements for surface water management as contained in the King County Surface Water Design Manual and King County Code Chapters 9.04 and 9.08 as existing on the date of this Agreement, except (a) specific County permitting procedures (e.g. KCC 9.04.090), and (b) to the extent FAA or other federal requirements take precedence over local surface water requirements. See Attachment B-4. In certain circumstances, such as its NPDES Permit, the Port is required to follow Department of Ecology SWM standards.

If King County amends its surface water requirements and standards after the date of this agreement, then the Port and City shall meet to discuss adoption of the revised King County Standards. Those King County revised standards are presumed appropriate and should be adopted by the Port and City, unless adopting those revisions creates serious practical difficulties or incompatibilities with either party's existing drainage system (e.g. if the revisions would require retrofit or significant revision of the planned surface water systems of either).

5. **COORDINATED PROJECT REVIEW/APPROVAL**

The Port and City adopt a cooperative process for reviewing the SWM components of projects as set forth herein. Each party shall use the SWM standards set forth in ¶ 4 above.

5.1 Port Projects. The Port shall be responsible for the surface water design and requirements for projects on Port land, including implementation of the Port's Master Plan, that discharge directly into Port facilities, and no permit or approval from the City is required. Notwithstanding the preceding sentence, SWM Consultation shall be required if any of the flows will exceed the "SWM Threshold" defined in ¶ 5.3 below. The parties acknowledge the Miller Creek Regional Detention Facility, the Tyee Pond and portions of the NW Ponds are owned, operated and maintained by the Port for its own use and use by the City and other agencies. No SWM Consultation shall be required for any surface water from Port property that discharges into its Industrial Waste System, except SWM Consultation shall be required if the IWS discharge results in a diversion from one drainage sub-basin to another or would result in a significant reduction of stream flows that would have a likely impact on habitat.

5.2 City Projects. The City shall be responsible for the surface water design and requirements for projects on City land that discharge directly into City facilities, and no approval from the Port is required (including no approval to use the detention facilities located on Port property). Notwithstanding the preceding sentence, SWM consultation shall be required if any of the flows will exceed the "SWM Threshold" defined in ¶ 5.3 below. The parties acknowledge the Miller Creek Regional Detention Facility, the Tyee Pond and portions of the NW Ponds are owned, operated and maintained by the Port for its own use and use by the City and other agencies.

5.3 Definitions. "SWM Threshold" means runoff or impacts that exceed any of the following standards: (a) an increase in the runoff between the 100-year, 24-hour pre-development site conditions and the 100-year, 24-hour post-development site conditions, as calculated for each discharge location, of 0.5 cubic feet per second or greater, (b) diversion from one drainage sub-basin to another, (c) any variance from the SWM design manual, or (d) a diversion that would result in a significant reduction or would result in a significant reduction of stream flows that would have a likely impact on habitat. "SWM Consultation" means a meeting between the Port and City officials charged with implementing SWM design and that shall occur within 14 days after either party requests consultation. Each party shall consider in good faith the comments or revisions requested by the other party.

5.4 Dispute Resolution. If any disagreement or dispute arises regarding interpretation or application of the SWM standards, then the dispute shall be resolved through the Dispute Resolution procedures set forth in Section 11.1 of the Interlocal Agreement.

5.5 Notice; Information. The Port shall include drainage design information with each "Port Project Notice" submitted to the City as part of the Port's "Project Notice" under the Land Use Agreement (Exhibit A to this Agreement). As a method of providing notice to the Port of City-approved drainage design for projects, the City shall deliver to the Port a copy of any SEPA determination on a project that involves discharge of surface water into either Miller Creek Regional Detention Facility, the Tyee Pond or the NW Ponds (even if the SWM threshold is not exceeded). Upon a request by either party, the other party shall provide an explanation, data and documentation regarding the SWM design of any project approved by a party.

ATTACHMENTS:

Attachment B-1 -	List of City's Existing BMPs and Water Quality Measures
Attachment B-2 -	List of Port's Existing BMPs and Water Quality Measures
Attachment B-3 -	Port's Information on Detention Facilities
Attachment B-4 -	Federal Regulations Affecting SWM Standards
Attachment B-5 -	Scope of Work

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**ATTACHMENT B-1**

**LIST OF CITY'S EXISTING BMPS AND WATER QUALITY MEASURES**

1. City adoption of King County Surface Water Design Manual with:
  - Drainage review required with specified permits;
  - Core requirements;
  - Special requirements.
2. Engineering Division of Public Works Department review of drainage, utility and site improvements on public and private development proposals.
3. On-going Public Works projects utilizing surface water management fund.
4. Surface water management operation and maintenance program.

[Copies of the above were provided by the City to the Port.]

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**ATTACHMENT B-2**

**LIST OF PORT'S EXISTING BMPS AND WATER QUALITY MEASURES**

1. Stormwater Pollution Prevention Plan (SWPPP)
2. Operation and maintenance (O&M) plan for the drainage system.
3. Erosion/sedimentation control plan (ESC) for all development.
4. Monitoring of outfalls for both quantity and quality.
5. Procedures manual analysis by a state-certified laboratory.
6. Spill control containment and countermeasures plan (SPCCC).
7. Comprehensive drainage plan.

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ATTACHMENT B-3

Memo

PORT'S INFORMATION ON DETENTION FACILITIES

April 10, 1997

To: Traci Goodwin

From: Tom Hubbard

cc: Gina Marie Lindsey, Charles Blood, Diane Summerhays, Virginia Kirk, Bob Riley  
and Michael Cheyne

Re: Tom Goeltz's questions

Tom Goeltz has attached six questions to the interlocal agreement for the City of SeaTac jurisdictional law suit. The issues have been studied by our consultants, and we have preliminary answers to some of them.

1. What is the design and actual capacity for (the) Miller Creek Detention (Facility), the Northwest Ponds and the Tyee Pond?

The words 'actual capacity' implies peak flow attenuation performance. 'Physical storage volume' is a more appropriate term.

The existing physical storage volume for each of the three Port facilities are: Miller Creek Detention Facility 90 acre feet, Tyee Pond 23 acre feet, Northwest Ponds 46.5 acre feet. These numbers are preliminary. Port surveyors have checked the elevation of the control structure on the Miller Creek detention facility and found that it is within 0.2 feet of the original design.

2. What allocation of capacity or land use assumptions were made when those facilities were designed or built (e.g. existing land use plans)?

Specific capacity allocation by jurisdiction was not done for any of the detention facilities.

Land use assumptions, however, were documented by King County and by Parametrix, consultants for King County, in the Miller Creek Detention Facility design report. (A copy of this consultant report was provided to the City in February.) There is not a land use break-out per jurisdiction although this could be determined by our consultants.

The Northwest Ponds are not designed nor planned as regional detention facilities, therefore, design and land use assumptions do not exist.

A Tyee Detention Pond 'design report' has yet to be located and may not exist. Therefore, it may be impossible to definitively determine 'design' land use

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assumptions. However, the Des Moines Creek Watershed Management Plan (DMCWMP) (Hartman, 1985) indicates land use assumptions made for the initial model development. This model (KC - Tseng, 1985) was used to design the Tyce Detention Pond (Tyce Pond). The land use, as shown in DMCWMP, indicates that approximately 231 acres of Port property drains to the Tyce Pond. However, today through detailed basin reconnaissance performed for the Sea-Tac International Airport Storm Drainage System Comprehensive Plan, only 118 acres of Port property discharges to the Tyce Pond. This difference, although not definitive, is dramatic. This difference is believed to be caused by the area which is tributary to the Port's IWS system. The area within the hand drawn basin map, shown in the DMCWMP, that drains to the IWS is approximately 120 acres.

When these facilities were designed by King County, Port drainage that had been diverted to the Port's Industrial Waste System (IWS) was not factored into the designs. The Port has spent millions of dollars in capital and O&M expenditures to build and operate the IWS. The Port maintains it should use that the volume of runoff diverted from the storm drainage system to the IWS in lieu of on-site detention for new Port projects.

3. How much of that capacity is now used and by whom?

The question should be restated as "What were the original land use assumptions compared to today's actual land use?"

The difference between design land use assumptions and today's actual land use has not been determined for areas outside of Port property although this could be determined by our consultants.

The difference between design land use assumptions and today's actual land use has not been specifically determined for the Port's Miller Creek Detention Facility and the Tyce Pond. The information has been culled and pieced together through review of previous reports. For the Miller Creek facility, the original design report assumed that 27 acres of Port impervious surface drains to the Miller Creek detention facility via the Port's storm drainage system. However, those acres of development discharge to the Port's Industrial Waste System (IWS) and therefore remains available for future Port development.

The Tyce Pond, as discussed above in the response to question 2, has significantly less Port area draining to it than originally assumed in the design. The exact acreage and exact percent imperviousness of that acreage can not be determined because a final design report has yet to be located and may not exist. However, the Port intends to use the facility in lieu of project-specific on-site detention on a project by project basis.

Although they do provide for some detention, the Northwest Ponds were never designed as detention facilities

4. What portion of the regional facility capacity would the Port use?

The Miller Creek detention facility is owned operated and maintained by the Port of Seattle. Stormwater flows from other jurisdictions (City of SeaTac, City of Burien, Washington Department of Transportation, and King County) discharge to it. Similarly, the Port owns operates and maintains the Tyee Pond and the Northwest Ponds. Port and City of SeaTac drainage discharge to both of them.

Based on the differences in land use and design assumptions, the Port intends to use portions of the volume of the Miller Creek and Tyee Pond detention facility in lieu of project-specific on-site detention on a project by project basis. These differences are outlined in the Miller Creek detention facility design report and the design assumptions for the Tyee Pond.

The Northwest Ponds are not designed as a Port detention facility. Therefore, future Port development which drains to the Northwest Ponds will be analyzed per the King County Surface Design Manual for compliance with on-site detention requirements, unless a negotiated regional detention facility can be constructed at the Northwest Ponds that would take into account future Port development as well as future development on non-Port property.

The Port and the City of SeaTac have signed an Interlocal Agreement to develop a basin plan for Des Moines Creek. The recent 'Draft Des Moines Creek Basin Plan' (KC 1997) includes a discussion for enhancing both the Tyee and Northwest Ponds to account for future development (Port and non-Port).

5. Is the Port able to control the amount it uses by diversion to IWS or by on-site detention prior to discharge into the regional facility?

No, the IWS is designed to treat runoff from areas adjacent to the terminal where runoff can become contaminated by aviation activities. It was never designed to function as a stormwater detention facility for general airport runoff, especially the runways, taxiways and ground access (roads and parking).

With the exception a few small dry ponds built as part of the Boeing fill site north SR 518 and the Perimeter Road, there are no existing on-site detention facilities.

6. What are the terms of the King County transfer agreement for capacity allocation among the jurisdictions for the facilities?



The Interlocal Agreement simply revokes the easement granted by the Port to King County to build and maintain the Miller Creek and Tyes Pond detention facilities. There were no capacity allocations in the original Inter-local Agreements for these facilities.

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## ATTACHMENT B-4

### FEDERAL REGULATIONS AFFECTING SWM STANDARDS

Note: The following list is intended to be a representative sample of applicable federal environmental regulations. Attempts have been made to ensure that it is comprehensive, but it is not necessarily all-inclusive. The SWM and sensitive areas agreements should acknowledge that other federal regulations not listed here may apply and that the regulations may be amended or new regulations adopted from time-to-time.

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#### I. GENERAL ENVIRONMENTAL - Typically are addressed during planning:

- National Environmental Policy Act of 1969 (NEPA) - established a broad national policy to improve the relationship between man and the environment and set out policies and goals to ensure that environmental considerations are given careful attention and appropriate emphasis in all Federal decisions.
- Council on Environmental Quality (CEQ) Regulations - Regulations established by the President's Council on Environmental Quality to implement the NEPA.
- FAA Airport Environmental Handbook 5050.4A

#### II. WATER

- Federal Water Pollution Control Act/Clean Water Act - regulates pollutant discharges into the waters of the U.S. including discharges from retention basins, wastewater treatment units, stormwater, etc. Established a permit process (Section 404) for the dredge and fill of navigable waters.
- Safe Drinking Water Act - regulates on-site water wells supplying water for public consumption.

- Executive Order 11990 Protection of Wetlands - defines wetlands and the importance of wetlands to the nation.
- Executive Order 11988 Floodplain Management - links the need to protect lives and property with the need to restore and preserve natural and beneficial floodplain values.

### III. WILDLIFE HAZARDS, LANDFILLS, CLEAN AIR

- 14 CFR Part 139.337 (FAR Part 139.337) - Requires the certificated airports provide an ecological study when potentially hazardous birds or other wildlife are observed or if a serious bird strike occurs.
- 40 CFR Part 258 - provide landfill site criteria concerning the establishment, elimination or monitoring of waste disposal facilities in the vicinity of an airport (Included in FAA Order 5200.5A).
- Clean Air Act - requires the EPA to set ambient air quality standards, to control emissions from stationary and mobile sources, to establish new source standards and to control hazardous air pollutants. Including 40 CFR Part 51 and 93 which govern conformity with a State Implementation Plan - Projects involving federal funding must show that they conform to the objectives of the SIP.

### IV. NOISE

- Airport Noise and Capacity Act of 1990 - Requires the transition to a Stage 3 fleet (for aircraft weighing more than 75,000 pounds) by December 31, 1999 with exemptions possible on a case-by-case basis through December 31, 2003.
- FAR Part 91 (14 CFR Part 91) - Establishes a phased transition to an all Stage 3 aircraft fleet.
- FAR Part 161 (14 CFR Part 161) - Establishes a program for reviewing airport noise and access restrictions on the operations of Stage 2 and Stage 3 aircraft.
- FAR Part 150 (14 CFR Part 150) - Airport Noise Compatibility Planning process establishes a framework for preparing airport noise and land use compatibility plans. Contains the FAA land use compatibility guidelines.

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ATTACHMENT B-5

**Attachment "G"**  
**Scope of Work**  
**for Amendment to**  
**Professional Service Agreement No. P-940432**

1. **Background.** The Port of Seattle requires additional engineering services to support its Surface Water Management (SWM) Program. The next steps of development of the Program are to: 1) analyze the SWM fees paid by the Airport, 2) analyze SWM fees that would be appropriate for major Airport tenants, and 3) Use available information to determine the amount of capacity in regional detention facilities that should be allocated for Airport facility development.

2. **Engineering Services.** The Consultant will provide the following services.

- a. **Current Airport SWM Fees.** Check with County to see if information is available showing how the current SWM fee is calculated. Summarize any available information regarding calculation of the current SWM fee. Calculate the appropriate SWM fee for the existing Airport. Compare calculated fee with the existing fee (approx. \$450,000). If necessary, provide possible reasons for discrepancy.

Perform alternative analysis to determine if there may be more advantageous ways to divide the acreage for purposes of calculating the fee. This alternative analysis should include all of the Port's property (approx. 2,500 acres), and will consider parcel grouping via lot line adjustments to reduce percent impervious. Consider grouping non-tenant parcels as an alternative simply to reduce the number of utility billings the Port currently pays.

- b. **Cost Sharing Alternatives.** Look at upstream basins to determine relative area and percentage impervious contributions of the Port and outside municipal jurisdictions to the three regional detention facilities: the Miller Creek Regional Detention Facility, the Northwest Ponds, and the Tyee Pond. Recommend if the Port would be entitled to and/or should charge other jurisdictions for the cost of providing stormwater management in regional facilities that are located on Port property. Specifically, is the Port entitled to solicit sharing the cost of their SWM fee with tributary jurisdictions or should the cost sharing be based on actual Port maintenance costs and benefits received. It is expected that the Port attorney will have input to this recommendation.
- c. **Reports.** Report the results in a letter report with color graphics of the drainage areas by jurisdiction and type of development. Five copies of a draft report will be provided for Port review and comment. Limited and editorial comments will be incorporated into a final report. Five copies and an original reproducible copy will be provided of the final report.

**Scope Assumptions.** It is assumed that the Port will provide AutoCAD or GIS files and/or hard copies of base maps of Port property. It is also assumed that basin delineation, and land use maps will be available from local sources for use by HDR

to do the above analysis and for their subconsultant to prepare color graphics for the report. Outside of Port property, the percent impervious will be assumed based upon land use within each basin. Within the STIA - NPDES permit area, the percent impervious area will be taken from previous stormwater system analysis. Outside the STIA - NPDES area but within the 2,500 acres of STIA Port property, the percent impervious will be grossly determined for each area based upon mapped land use.

Because the extent and nature of existing available mapping is not known, it is assumed for initial budgeting that researching and development of basin base, land use, and drainage area maps will require approximately the following hours from HDR and subconsultant Gambrell Urban, Inc. (GUI):

GIS/Mapping tech time	120 hours (GUI)
Professional Engineer	20 hours
Project Principal/manager	8 hours
Expenses/Map Costs	\$2,500

Because the extent of property research required for this task is not specifically determined, subconsultant - Jerry Sidwell w/ Appraisal Group of the Northwest, LLP will be initially contracted to provide 40 hours of property research support to Port staff in consolidating parcels for Soil Conservation fees.

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- d. **Tenant SWM Fees.** Work with Port engineers, legal, and policy making staff to recommend the amount that would represent an appropriation of the total SWM fee for each major tenant of the Airport. The amount should be based on the Airport's overall SWM fee, the annual internal cost to the Port for operation of its SWM Program, the tenant lease areas, and the type of surface (pervious/impervious). Port staff will categorized tenants by type of business they are engaged in and make policy decisions regarding appropriate level of fees for each tenant category.
  - e. **Reports.** Report the results in a draft letter report, spreadsheet of tenant, category, area, percent impervious, and proposed fee. The report will include a colored map showing major tenant areas. Five copies of the draft report will be provided for review. Limited and editorial comments will be incorporated into a final report. Five copies and an original reproducible copy will be provided of the final report.

**Scope Assumptions.** It is assumed that the Port will provide the listing of major tenants, information about the categories of businesses, a tabulation of leases and areas, a set of real estate maps showing the areas used by each major tenant, and lease information related to calculation of fees. The Port will also provide an AutoCAD or GIS base map for showing tenant areas and information about internal costs to operate and maintain the SDS for allocation of costs to the tenants. IWS fees will not be included in this analysis.

## V. HAZARDOUS WASTE

- Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980 - also known as the superfund law. Enacted to address past and present national problems of hazardous substances. It finances the clean-up by the government of waste spills and uncontrolled disposal of past industrial practices.
- Resource Conservation and Recovery Act (RCRA) of 1976 - regulates the management and disposal of newly created industrial hazardous waste.
- Toxic Substances Control Act (TSCA) of 1976 - established a system for identifying and evaluating environmental and health effects of chemicals. TSCA established controls for such substances as asbestos-containing building materials. PCB capacitors, transformers, etc.
- 40 CFR Part 261 - Identification and Listing of hazardous Waste.

## VI. FEDERAL GRANT ASSURANCES

- As a condition for federal funding of airport developments, FAA requires airports to sign Grant Assurances which require, among other actions, 1) to not cause or permit any activity or action that would interfere with the use of the Airport for Airport purposes; 2) to mitigate or prevent the establishment of flight hazards; and 3) to carry out developments in accordance with federal policies, standards, and specifications including but not limited to the FAA Advisory Circulars (Grant Assurances 19, 20, 21, 34).

## OTHERS

- 29 CFR 1926 Federal Occupational Safety and Health Act
- 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants
- Fish and Wildlife Coordination Act
- Endangered Species Act of 1974
- Farmland Protection Policy Act
- Federal Insecticide, Fungicide and Rodenticide Act

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- E.O. 11514 Protection and Enhancement of environmental Quality
- E. O. 11593 Protection and Enhancement of Cultural Environment
- E. O. 11990 Preservation of Wetlands
- E. O. 12372 Intergovernmental Review of Federal Programs
- E.O. 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- E.O. 11998 Floodplain Management
- Section 4(f) of the Department of transportation Act of 1966 (49 USC 303(c))
- National Historic Preservation Act of 1966 (31 CFR 800)
- Archaeological and Historic Preservation Act of 1974 (16 USC 469 et seq.)
- Aviation Safety and Noise Abatement Act of 1979
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- FAR Part 77 - Height limitations near airports

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- f. **Detention.** Determine appropriate detention allocation for STIA in the Miller Creek Regional Detention Facility, NW Ponds and the Tyee Pond based on the initial design intent, each jurisdiction's contributing acreage and type of development. HDR and Port staff will meet with King County to determine what information is available regarding the design criteria used for these regional ponds and to determine what additional information may be available regarding operation of these facilities. The work is to research existing available feasibility studies, design agency/firm, and other background information.

- g. **Reports.** Prepare five copies of draft letter report summarizing the findings and making recommendations for detention allocation or for additional studies to determine detention allocations. Limited and editorial comments will be incorporated into a final report. Five copies and an original reproducible copy will be provided of the final report.

**Scope Assumptions.** It is assumed that the analysis will be completed using existing available information regarding the design of the three regional detention facilities. It is also understood that, in some cases, this information may be limited. If the initial design criteria can not be located, then an analysis to determine allocation of detention storage will be performed based upon tributary area and percent impervious. However, this will only determine the current percentage of the storage available to each user. It will not determine if there is "excess" available storage for the Port to use to mitigate for detention requirements. If design criteria is not available, the only way to determine if storage is available to offset current or future detention needs would be to model the basins tributary to the three regional detention facilities. This modeling is not currently included but could be done as an addition to this scope of work.

3. **Support Services.** The Consultant will attend meetings with Port staff and will support for Port staff at meetings with other jurisdictions and/or agencies. There will be five meetings with the Port including chartering of the project team, reporting progress, and briefing the final results. There will be two meetings with outside groups.



## EXHIBIT C

### PORT MASTER PLAN COMMUNITY RELIEF PACKAGE

As part of their Interlocal Agreement ("ILA"), the Port and City agree to the following community relief package for the Port's Airport Master Plan Update adopted by the Port on August 1, 1996 ("Master Plan").

#### 1. GENERAL

1.1 **Shared Goal.** The Port and City agree that a vibrant and healthy City surrounding Seattle-Tacoma International Airport ("Airport") is a shared goal and responsibility.

1.2 **Cooperative Relationship.** The Port and City place a high priority on a cooperative relationship in recognition of their respective municipal powers. The parties wish to take advantage of the benefits provided by the Airport, while reducing the adverse impacts from the Airport. The Master Plan, including construction of the third runway and other improvements contemplated therein, constitutes one of the largest construction projects in Washington state. Accordingly, the parties adopt this package as complete community relief for the 1996 Port Master Plan Projects within the City of SeaTac as listed on Attachment A-1 of Exhibit A to this ILA, subject to the provisions of ¶ 1.3 below.

1.3 **Community Relief and Mitigation Strategy.** This community relief package is based on the Port's Master Plan proposal and sets forth not only specific community relief measures, but also establishes strategies for the City and Port to cooperate through implementation of the Port's Master Plan Projects and thereafter. This community relief package is in addition to mitigation measures identified in the FEIS and SEIS, which the Port will implement for the benefit of the City or others. [Note: Exhibit A of the ILA provides for project review for Port projects, which may include Joint Consultation under Paragraph 2.3 of Exhibit A for those Port Master Plan Projects denoted with an "asterisk" on Attachment A-1.] Consistent with the parties' efforts for a complete community relief package, the City will not require additional community relief measures for the Port Master Plan Projects on Attachment A-1 except as provided in ¶ 2.3.1.4d of Exhibit A, measures in this Exhibit C, or mitigation measures identified in the Port Master Plan FEIS and SEIS.

1.4 **Community and Land Use Compatibility Relief.** In addition to the other funding and financial commitments called for in this community relief package, the Port shall pay the City the sum of \$10.0 million as community and land use compatibility relief and litigation settlement ("Community Compatibility"). The Port shall pay this compatibility funding on the following schedule: initial payment of \$2.0 million upon the City's adoption of the City Comprehensive Plan amendment called for in ¶ 1.5.1.2 of Exhibit A (i.e., no later than December 31, 1997); \$4.0 million at the earlier of the completion of the joint transportation study (¶ 5.2.3) or December 31, 1998; and \$4.0 million by December 31, 1999), as those amounts are escalated in accordance with CPI under ¶ 2.0. These Community Compatibility funds shall be used by the City for community relief of the Master Plan improvements. Consequently, these may be used for the City Center (¶ 2 below) or other facilities or uses determined by the City, including funding of the City's share of the City Center study or the joint transportation study (¶¶ 2.2 and 5.2.3, respectively, below). Prior to commitment of expenditure of the Community Compatibility funds, the City shall consult with and consider in good faith comments or suggestions of the Advisory Committee (¶ 12.2). However, consistent with this community relief package, the final decision for expenditure of the Community Compatibility funds shall be the City's decision.

## 2. CITY CENTER

2.1 **Existing Studies.** As requested, the Port shall provide the City with copies of all generic land use concepts, technical analyses, and other materials prepared during the Port's review of the City Center concept.

2.2 **Joint City Center Study.** The Port recognizes the importance of the City Center to the City's vision and agrees to participate in a joint study of the concept. The City and the Port shall agree upon a scope of work and the selection of a consultant. The Port shall provide support staff and technical resources in addition to funding up to \$500,000 to match the City's contribution to the study. Included within this funding commitment, the Port shall examine potential airport-related uses including passenger & employee parking, vehicle circulation, air passenger-related services, and the relation of these uses to other uses envisioned by the City. The study shall address, but not necessarily be limited to, the following issues: 1) market viability of potential land uses, 2) cost-effectiveness of uses from an Airport operational and service viewpoint, 3) relationship of City Center to the Port's Airport Master Plan Update, 4) relationship of City Center to the larger SeaTac urban center, both as discussed in the City Comprehensive Plan, 5) land uses on both the east and west sides of International Blvd., and 6) linkages to RTA and other transit. The City Center Study should be developed in light of joint transportation planning as discussed under the "Transportation" section of this document. The parties shall hire a consultant by January 31, 1998 and complete the study by September 30, 1998, or other schedule as mutually agreed by the parties.

2.3 **Pedestrian Link.** The Port shall work with the City to develop a moving sidewalk as a pedestrian link between the Airport and the City Center and/or RTA station. The Port shall fund up to 100% of the cost (not to exceed \$6.0 million) of this link from the passenger terminal to the east side of International Boulevard at the earlier of construction of (a) the first phase of the City Center or (b) the RTA station. If the cost of the pedestrian link is less than \$6 million, the unexpended balance shall be contributed to the City for its discretionary use as community and land use compatibility relief set forth in § 1.4. The Port further agrees to discuss additional options for pedestrian links between the Airport and the City beyond those related to the RTA.

2.4 **Development Contribution.** The City may utilize a portion of the \$10.0 million Community Compatibility relief described in § 1.4 to begin development of the City Center after completion of the City Center study in § 2.2.

## 3. RTA IMPLEMENTATION

3.1 **Station and Guideway Location.** The City desires an RTA station at the City Center and the guideway along the Airport's north access expressway due to concerns with the potential aesthetic impacts of the RTA guideway if located along International Boulevard. The Port shall consider in good faith the City's request. The parties are studying options with the RTA for routing and station location. Additional information will bear on the ability of the Port to ultimately support the City's desired locations, including the following: impact of station location on RTA ridership; the physical constraints at the Airport; the extent of interference or accommodation of the routing along the Airport north access expressway due to the proposed north passenger terminal; and other Airport operational and economic issues.

3.2 **Selected Location.** Regardless of the location of the station and guideway for the RTA, the Port and City shall work cooperatively to complete the RTA study and implement ways to improve the aesthetics of the guideway as well as alternative rights-of-way other than International Boulevard or the Airport's north access expressway.

4. ECONOMIC DEVELOPMENT

4.1 **Joint Efforts.** The parties shall vigorously implement the goal of economic development by working with the business community through the SeaTac Economic Partnership (STEP), the joint City Center Study discussed above, the Westside Plan discussed below and other appropriate mechanisms to attract additional private sector development to the City.

4.2 **Specific Opportunities.** In addition to the long-term relationship, the City and Port shall cooperate to revise the North SeaTac Park agreement and leases to allow commercial development of 50 acres of the site on mutually acceptable terms. Further, the parties shall pursue economic development in accordance with the Westside program described in ¶ 8 below.

5. TRANSPORTATION AND PLANNING

5.1 South Access (see attached map).

5.1.1 Permanent South Access.

5.1.1.1 SR 509/South Access Expressway. The Port and City fully commit to and support the SR-509/South Access project for a south airport access roadway connecting to I-5. The Port and City shall continue joint efforts, including funding lobbying, to obtain state and federal approval and funding.

5.1.1.2 Alternate South Access. If SR-509/South Access is not approved and funded by December 31, 2005, the parties shall review the adequacy of the parking tax rate as set forth in ¶ 5.2.5 for funding the following items:

- (a) Undertake a design and feasibility study for the improvements described in (b) and (c) below at the time funding is committed for a new I-5 interchange and access ramps as approximately shown on the map attached ("I-5 Work");
- (b) When construction commences on the I-5 Work, construct the grade separation at S. 188th St. and 28th Ave. S. and ramps that connect to the Airport link described in ¶ 5.1.2.2 below;
- (c) Construct the connector (see attached map) between 28th Ave. S. up to (but not including) the access ramps that are part of the I-5 Work.

Notwithstanding the foregoing, the City and Port may agree to another alternative to establish a south access, in the absence of a south airport roadway, where appropriate commitments can be obtained from WSDOT, FHWA and other affected entities.

5.1.2 Interim South Access

5.1.2.1 28th/24th LID. The Port shall fund the formation of (and not protest) and pay its property benefit assessment share of an LID for Phase I of the 28th/24th Ave. S. project commensurate with other property owners. Phase I of this project will upgrade the corridor to a principal

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CITY OF SEATAC  
28TH/24TH AVENUE SOUTH ARTERIAL  
VICINITY MAP

arterial (5 lanes) from S. 188th St. to 204th St. (see attached map). The Port's commitment is \$5.3 million as estimated to date in 1997 dollars. The final Port amount is subject to final project costs. [Note: The Port's payment has 2 components. First, the Port's share as a property owner is currently estimated at \$2.9 million out of a \$8.2 million share to be paid by property owners, less \$2.2 million right-of-way donation for a net of \$0.7 million. Second, the Port will fund another \$3 million as an airport institutional benefit for the LID. The property component share will be adjusted to final costs. The institutional benefit share will be inflated by the Consumer Price Index for the Seattle Metropolitan Area.] The Port shall support and cooperate in the City's request to apply all or substantially all of the TIB funds (approximately \$12 million) towards Phase I of the project. Alternatively, if the TIB funds are not allocated to Phase I, the City may provide comparable funding from other sources. The Port shall continue to provide input to the LID project design.

5.1.2.2 Airport Link. The parties will fund and construct improvements along 28th Ave. S. north of S. 188th St. to connect S. 188th St. with the Airport to complete the interim south access. These improvements shall be to principal arterial standards (or another standard if mutually approved by the parties) and include necessary at-grade turn lanes and signaling at the intersection of S. 188th St. and 28th Ave. S. The City and Port shall cooperate in additional design work for these improvements. The work shall be completed at the same time as the LID improvements in § 5.1.2.1.

5.1.2.3 Interim Signage. Until the permanent south access is completed (as provided in § 5.1.1 above), the parties may seek to route Airport traffic (via signage) on the north access expressway to access the regional highway system. The parties may seek agreement with WSDOT or other governing agency to modify signage along I-5 to use the north access expressway, rather than S. 188th St.

## 5.2 City Street Capacity; Trip Mitigation.

5.2.1 Background. The Port and City share a mutual interest to ensure surface transportation needs are met by the increased use of the Airport under its two runway configuration and with the adoption of the Master Plan and its third runway. The Port's SEIS notes significant vehicular increases in Airport-related traffic in the City with or without the Master Plan improvements. The Port and City believe approximately 30%± of traffic accessing the airport comes through the International Boulevard/Flag Plaza entry at 180th by using City streets; 70% of the access is via the north access freeway.

5.2.2 Port Obligation. The Port shall pay its proportionate share of the costs to mitigate the impacts of increased Airport traffic on the City streets, whether resulting or attributable to increased Airport capacity associated with a Master Plan or more intense utilization of existing Airport facilities.

5.2.3 Joint Transportation Study. The City and Port shall agree on a scope of work, selection of consultants and methodology to update and revise the City's traffic study to quantify the current number of Airport trips, their circulation and distribution and other normal elements of a transportation analysis. The Port shall provide staff and technical resources, in addition to funding up to \$500,000 to match the City's contribution to this update study. The parties shall hire a consultant by March 30, 1998 and shall complete the study by December 31, 1998, or other schedule as mutually agreed by the parties. The study shall determine what appropriate improvements to the City street system are required and calculate the Port's proportionate share of the costs of such improvements. Because of the importance of this study to both the City and Port, the Port and City shall utilize Dispute Resolution as specified in Section 11.1 of the ILA for any disputes relating to the scope, methodology, model assumptions, required improvements or costs thereof or the Port's proportionate share of the costs of such improvements.

5.2.4 Transportation Funding. Once the Port's proportionate share of the costs of improvements are determined, the Port shall fund its share of improvements through a variety of sources: parking tax, Port construction, direct payments or other methods. The following funding analysis is illustrative

of the type and level of contribution by the Port to the City which would be identified as part of the joint study. These illustrative amounts utilize 1992 estimates (i.e. before the Master Plan) and are included here to provide a "order of magnitude" expectation of the Port's contribution and method of payment:

On-Airport Projects (Sole Responsibility): improve existing southern traffic route (e.g., route traffic to north or create improvements to city entrance) and other misc. projects; does not include airport link (§ 5.1.3)	\$ 6.0 mil *
Airport share City capacity additions	\$ 9.9 mil *
Airport share City non-capacity additions	\$ 2.6 mil *
Airport share Arterial Street Fund O&M	\$ 4.0 mil
Airport contribution to 28th/24th LID	\$ 5.3 mil
Subtotal	\$27.8 mil
1994 Bond - Debt Service (10 Year Cost)	\$ 9.0 mil
Total	\$36.8 mil

\* 1992 costs escalated to 1997\$

Once the total amount of Port funding under the joint study is known (\$36.8 million in the illustration), the parties shall adopt appropriate funding mechanisms. If mutual agreement on funding is not reached, then the Port shall pay for the improvements identified above as follows:

- Port construction of "sole responsibility" projects (which include the transportation improvements specifically set forth for the Port's construction or funding in § 5.4.
- Approved LIDs (note 28th/24th LID in § 5.1.2.1);
- Parking tax derived from the Airport, subject to the provisions set forth in § 5.2.5.
- Any balance paid by direct funding to an "escrow account."

Using the illustration, the Port's obligation for \$36.8 million would be paid as follows: (a) \$6 million in "sole responsibility" projects [Note: The \$6 million amount is based on 1992 estimates; this amount in the future will include the transportation projects required to be constructed by the Port under this ILA]; (b) \$5.3 million for 28th/24th LID; (c) \$25 million of parking tax derived from the Airport (assuming 10 years @ \$2.5 million annual parking tax derived from the Airport, of which \$4.0 million paid to arterial O&M and the balance available for transportation projects); and (d) the balance of \$0.5 million paid to an escrow account. Alternatively, the City and Port may agree upon alternative funding mechanisms, including but not limited to impact fees for a portion of the funding or a temporary parking tax addition to generate the direct funding amount otherwise due to the "escrow account."

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**Funding Analysis Notes:**

**Other Port Potential Surface Transportation Costs**

1. Miscellaneous development (not Airport-related uses) would be subject to impact fees as discussed in ¶ 5.3 below.
2. Material hauling impacts from Master Plan construction are not included in this analysis, but are to be paid for under Exhibit D to the ILA.
3. As yet unfunded regional improvements include the following estimated total project costs as identified by third parties:

South Access expressway	2010-2020	\$64 million
SR-509 extension	2010-2020	\$360 million
SR-518 new interchange	2000-2005	\$50 million
4. HOV/Transit partnership funding is not included (RTA, Metro, Remote Terminals, Regional HOV support, Employee Commute Trip Reduction)

**5.2.5 Parking Tax.** Parking tax derived from the Airport currently is pledged to the City's existing bond debt service (see reference in chart in ¶ 5.2.4 regarding 1994 bond debt), and this ILA does not affect that existing bond pledge. Subject to the preceding sentence, parking tax derived from the Airport shall be applied in full (subject to a pro-rata portion for arterial operation and maintenance and subject to mutually approved alternative funding mechanisms) as provided in ¶ 5.2.4 above. The City may increase the parking tax rate to the Port and non-Airport operators by an additional \$0.50 per transaction for a maximum rate of \$1.00 during the initial 10-year term of this ILA. After December 31, 2005, the parties shall review the adequacy of the parking tax rate to fund South Access and other transportation projects as mutually agreed to by the parties. The parking tax shall meet the requirements of RCW Ch. 82.80.

**5.2.6 Future Update.** The joint transportation study described in ¶ 5.2.3 will be reviewed and revised at the earlier of: (a) every ten years or (b) if the Port proposes a significant change from the use, scope or facilities beyond the Port Master Plan Projects listed in Attachment A-1 of Exhibit A. The revised study will follow the same format and methodology as described in ¶ 5.2.3 above.

**5.3 Impact Fees.** The parties recognize that an impact fee system based upon issuance of new building or other permits may not be the best measure of or mechanism for funding traffic improvements related to increased Airport use. Consequently, the uses on Airport property as described in Exhibit A, Attachment 2 (Land Uses) would not be subject to impact fees unless that was one of the mechanisms established for Port funding under ¶ 5.2.4 above. The funding decision adopted after the joint transportation study (¶ 5.2.4) shall apply retroactively to any project on Port land that is proposed between the date of the ILA and the funding decision. However, miscellaneous development on Port-owned property (as described in ¶ 2.1.4.3 of Attachment 2 to Exhibit A) not then being used for Airport purposes shall be subject to the City's normal impact fees (e.g. stand-alone restaurant on Port property would pay normal commercial impact fees).

**5.4 SEIS Mitigation.** The Port shall construct the intersection improvements identified in the Port Master Plan SEIS:

**24th Avenue South and South 154th Street.** The construction of dual northbound left-turn lanes and an additional westbound departure lane. The construction of a southbound right-turn lane. The construction of an eastbound right-turn lane. Protected phasing all approaches.

**International Boulevard/State Route 99 and South 160th Street.** The construction of dual northbound and southbound left-turn lanes. The construction of a high capacity eastbound right-turn lane. Protected phasing on the northbound and southbound approaches. Split

phasing on the eastbound (left, left/through, through, right) and westbound approaches. Modify signal phasing to include a westbound right-turn phase overlap.

**5.5 HOV Portion of Study.** Part of the scope of the joint transportation study shall be consideration of HOV planning and other ground transportation improvements which seek to reduce vehicle trips to the Airport and site remote facilities for ground transportation away from the core terminal area. This portion of the study shall be paid for out of the Port's \$500,000 commitment, but without a City match.

**5.6 Adoption of Study Results.** The results of the joint transportation study and funding shall be incorporated into the 10-year transportation improvement program (TIP) and the capital facilities element of the City's Comprehensive Plan and the Port's Ground Transportation Planning. To the extent appropriate, the parties shall cooperate in regional transportation planning with other agencies.

## **6. TRANSPORTATION DEMAND MANAGEMENT; LOCAL DISTRIBUTOR SERVICES**

**6.1 TDM Review.** The Port has considered encouraging a consolidated shuttle system for a number of years and included it as a possible transportation demand management (TDM) option in its SEIS. The Port is pursuing incentives within its jurisdiction to increase shuttle and courtesy van efficiencies, including a program for significantly raising shuttle access fees. In addition, the Port is considering other TDM measures as discussed in the Draft SEIS.

**6.2 Adoption of TDM Programs.** The Port shall do the following:

- (a) Continue and enhance informational programs to improve Airport traffic such as: enhance Flightlines (ground access telephone hotline), invest in intelligent transportation systems (links to WSDOT information system), develop public Website, and enhance informational brochures on alternatives to private automobiles;
- (b) Enhance commercial high occupancy trips, improve Airport facilities (waiting plaza, etc.);
- (c) Continue program for Airport employee commute trip reduction;
- (d) Pursue pricing policies to increase vehicle occupancy in commercial trips to the Airport;
- (e) Work with RTA and Metro Transit to improve public transit to the Airport; Metro's 6-Year Plan calls for additional service to Airport and a transit hub in the City of SeaTac; the RTA plan calls for Regional Express busses to serve the Airport in the next 5 years (3 routes); it further calls for the light rail to serve the Airport by 2004;
- (f) Additional TDM measures may take the form of pricing incentives, continuation of the Port's Remote Terminal projects, and land use decisions to promote high occupancy vehicle uses.

The Port shall discuss TDM measures and their effectiveness with the City and the Advisory Committee. TDM measures may be discussed as part of the joint transportation study (¶ 5.2.3), the City Center study (¶ 2.2), and the parking consultation (¶ 7.2).



6.3 PRT. The Port recognizes the City has studied a personal rapid transit system ("PRT") for local distribution. The Port shall review and comment upon City PRT studies or requests, but the Port's participation in PRT shall be based on mutual approval by the Port and City.

## 7. PARKING

7.1 **Mutual Interest.** The Port's interest in parking is both for efficient Airport access and as a significant revenue source for the Airport. The City's interest is to develop parking in a way that enhances the City. Each party recognizes the interests of the other and shall work to provide a mutually beneficial parking strategy. The parking strategy should be developed with consideration of the need to ensure that parking is conveniently located to the passenger terminals and that parking generates a significant portion of Airport and City revenues. Likewise, the parking strategy shall consider the impacts of off-Airport land uses, traffic and other impacts on the City and the potential for using parking as an economic development opportunity.

7.2 **Meeting and Study.** The City and Port shall conduct a series of meetings, to conclude no later than February 28, 1998, to discuss the basic tenets of a parking strategy. The Advisory Committee shall participate in some or all of the meetings. The Port may proceed on its schedule for the north employee parking lot and the expansion of the central parking garages. The March 30, 1998 date allows the parking strategy to be discussed before the Port implements other parking called for in its Master Plan, but the Port is not precluded from implementing those Master Plan parking operations. In addition to these early parking meetings, the parking strategy may be included as part of the City Center (§ 2.2) study or the joint transportation study (§ 5.2.3).

## 8. WESTSIDE SUBAREA

8.1 **Existing Information.** The Port shall provide the City with copies of its Westside acquisition plan as well as information on the following: 1) how the acquisition area will be kept clean and maintained, 2) how homes will be maintained pending removal, 3) how security of vacant properties will be addressed, 4) how information sharing and community involvement will be conducted, 5) how impacts of runway construction will be lessened as the acquisition proceeds, 6) how businesses will be preserved to the extent reasonable and based on limitations placed by the FAA, and 7) how residents and businesses will be relocated.

8.2 **Acquisition Program.** The Port and City both desire to minimize disruptions and inconveniences to Westside residents. Hence the Port shall conduct the acquisition as quickly as possible, as sensitive to the needs of residents as possible, and by increasing time certainty of when specific parcels will be purchased. The Port has stated its interest to acquire the Westside quickly and the Port shall take reasonable steps, including pursuing non-federal funding sources, to complete the acquisition within four years, if not sooner. The Port has identified a schedule that will allow appraisals and acquisition offers to be made within two to three years. However, this schedule may be affected by factors outside the Port's control such as limits on housing supply for relocated residents and meeting the needs of special populations, such as the elderly.

The Port shall work closely with residents to explain the acquisition program and to establish a hardship committee to consider the needs of those who wish to be acquired sooner than scheduled. All acquisitions shall be conducted in accordance with the federal Uniform Relocation Assistance Act, which establishes specific procedures for property appraisals and the provision of relocation assistance money. The Port's acquisition plan must be submitted to the FAA for approval.

In the unlikely event that runway construction is terminated, the Port is not obligated to resell properties at the acquisition price. Because the Airport is land constricted, any acquired properties may be retained for potential future airport uses.

Consistent with the City's request, the Port has defined the Westside acquisition area in a manner that preserves private ownership to the greatest extent possible. Business owners have been given the option to be acquired. Beyond this, all residential properties will need to be acquired to either accommodate the fill slope and perimeter roads or to mitigate construction impacts on residents as requested by the City.

Also consistent with the City's request, the Port defined its Westside acquisition area to avoid creating "perimeter areas" of residents left behind. The acquisition boundaries shall follow well-defined neighborhood boundaries such as major arterials and freeways.

**8.3 Botanical Garden.** The parties acknowledge the potential community benefits of the Elda Behm Botanical Garden. The Port will preserve the approximately 1 acre of existing Garden pending the following: 1) that the runway fill placement and construction staging can reasonably avoid the site, 2) that the current property owners do not remove their plants, and 3) that prior to the start of runway construction, an appropriate private foundation or other party is identified to maintain and operate the Garden. The Port would retain ownership of the property.

**8.4 Trail.** As part of the ongoing discussions of Westside land uses between the City and Port, the Port shall pursue options for developing a multi-use trail, with a Port contribution not to exceed \$1.5 million for construction and improvements of a trail. The trail design and improvements shall account for the following: (a) the trail shall not conflict with the relocation plans for portions of Miller Creek, (b) that it be designed and maintained to not create a wildlife or bird hazard to aircraft, (c) that it shall not be construed as a park under USDOT 4(f) restrictions, (d) that the trail design is mutually approved, and (e) that the City agree to maintain the trail in a safe and attractive manner. If the parties seek grant funding for the project, the portion of the Port's \$1.5 million covered by grant funding shall in turn be expended on other community relief as mutually approved by the parties. Upon adoption of the trail plan, the parties will revise the North SeaTac Park agreement and leases to allow economic development of 50 acres of the site. Any disputes under the trail design or any other provisions of this ¶ 8.4 shall be resolved by Dispute Resolution under Section 11.1 of the ILA.

**8.5 Aesthetics.** The Port shall work with the City to develop and implement appropriate landscaping and aesthetic features for the runway fill slope as part of an overall \$10 million airport beautification plan (see "Airport Beautification" section below). In determining the appropriateness of potential features, the parties shall evaluate erosion control and slope stabilization, security and access, and whether plantings attract wildlife and thereby pose a hazard to aircraft.

## **9. STREET VACATION**

**9.1 City Adoption.** The Port shall follow the City's street vacation process as outlined in City Ordinance #94-1045, adopted November 22, 1994. The City shall adopt ordinances approving the street vacations concurrent with its adoption of the amendment of the Comprehensive Plan as set forth in ¶ 1.5.1.2 of Exhibit A. The legal description of the streets to be vacated in accordance with this ILA is included in Attachment C-1 to this Exhibit C. Generally the street to be vacated are as follows:

- (a) Approximately 26 acres of Westside streets for the third runway;
- (b) Portions of South 154th/156th that will be relocated;
- (c) Approximately 34 acres of other street rights-of-way on existing Port property; and
- (d) Completion of the approximately 33 acres of street vacations in the North SeaTac Park (NSTP) area as called for in the NSTP agreements.

9.2 **Payment.** The Port's payment for the street vacations identified in § 9.1(a) shall be the liquidated amount of \$3.5 million. The parties agree that the payment described in § 1.4 of this Exhibit C shall constitute the full liquidated payment for the remainder of the street vacations identified in § 9.1(b), (c) and (d).

## 10. AIRPORT BEAUTIFICATION PLAN

10.1 **Beautification Measures.** The Port shall work with the City to develop and implement a comprehensive beautification plan for the Airport to improve its general perimeter appearance and to integrate it more effectively into the natural and built environments, including landscaping and aesthetic features for the new runway fill slope as discussed under the "Westside" section. Landscaping shall be developed in a way that does not attract wildlife and thereby pose a hazard to aircraft. The Port shall obtain and consider comments of the Advisory Committee on the beautification plan. If the City and Port disagree on the specific implementation measures for the beautification plan, then the disagreement shall be resolved through Dispute Resolution under Section 11.1 of the ILA.

10.2 **Payment.** The Port commits \$10 million for beautification over the next five years. The Port shall advise the City of the timing and expenditures as it implements its beautification plan.

## 11. "MOST FAVORED NATION" STATUS

11.1 **Objective.** The Port is involved in additional litigation with several adjoining jurisdictions. Neither party wants the City's community relief package to be less favorable than relief that may be provided to other jurisdictions, especially in recognition of the fact that the Airport is physically located primarily within the City of SeaTac and that City entered into the ILA prior to the outcome of the litigation brought by the other jurisdictions.

11.2 **Consultation.** If either party believes any Port settlement or litigation outcome for another jurisdiction provides mitigation or community relief for the Port's Master Plan that is substantially more favorable than contained in this Exhibit C or in the Port's Master Plan FEIS and SEIS, then either party can institute Dispute Resolution under Section 11.1 of the ILA. The comparison shall include not only specific measures, but any methodology or strategies measuring impacts or designing relief that might be adopted (e.g. a different methodology for measuring airport traffic impacts or computing transportation funding). This Exhibit C community relief package shall be viewed as a whole and will not be modified unless there was a demonstrable showing that another jurisdiction obtained more favorable treatment on a significant component, when viewed with the comparable component and remaining elements of the community relief package set forth in this Exhibit C.

## 12. CITY/PORT ADVISORY COMMITTEE

12.1 **Objective.** This community relief package, along with the ILA, is dependent upon a constructive, positive and trusting relationship between the City and Port. Both parties in good faith shall work to establish and maintain that relationship.

12.2 **Advisory Committee; Liaisons; Team Building.** Upon approval of this ILA, the Port and City shall establish a permanent advisory committee composed of two City Councilmembers and two Port Commissioners, along with appropriate staff. They shall meet at least once per month jointly to review progress under this ILA. Further, the City and the Port shall each designate a liaison staff person to coordinate overall implementation of this ILA. In addition, as soon as possible the City and Port should retain jointly and equally share the cost of an outside consultant to conduct a retreat on team building for City and Port staff that are expected to implement any portion of this ILA.

13. NOISE

13.1 **City Involvement in Part 150 Study Update.** The Port shall have both a representative and alternate from the City on the Part 150 Study Citizen's Advisory Committee and a City staff representative and alternate on the Technical & Planning Advisory Committee. The City may elect to designate a mobile home resident as either its citizen representative or alternate, and/or designate a mobile home park representative to the Technical & Planning Advisory Committee. The Port shall make its noise staff and consultants available to brief the City Council.

13.2 **Operational Programs.** The Part 150 Study Update shall examine a number of potential operational programs for reducing on-the-ground and in-flight noise, such as those discussed by the City in its mitigation request.

13.3 **Mobile Homes.** The Port has included funding for mobile home relocation assistance in its current noise remedy program, if a park owner is closing a park. In addition, the Port shall examine options for addressing mobile homes as part of the Part 150 study update.

14. AIR AND WATER QUALITY

14.1 **Air Quality.** The Port shall comply with applicable air quality regulations and standards.

14.2 **Water Quality.** The Port shall comply with applicable water quality regulations and standards.

15. WETLANDS AND STREAM RELOCATION

15.1 **Auburn Mitigation.** The Port shall implement the wetland mitigation identified in its FEIS and SEIS, consistent with its federal approvals, in the City of Auburn. The Port analyzed alternative mitigation sites, including within the City of SeaTac. The Port's Auburn mitigation is due to the large area required and wildlife attractant considerations.

15.2 **Stream Relocation.** In connection with the third runway, the Port will relocate Miller Creek as provided in the Port's Section 404 Corps Permit Application [No. 96-4-02325; Sheets 14-19 and 21-19], and any required Corps modifications, and no additional mitigation under the City's critical area standards will be required.

15.3 **Other.** The parties have established critical area development standards to be applied to Port projects to the extent provided in Attachment 4 to Exhibit A, Land Use.

16. FILL MATERIAL BORROW SOURCES

16.1 **City.** The Port shall appropriately mitigate borrow pits within the City by compliance with STMC Chapter 13.11 (City's Grading Code), as it exists on the date of this ILA, and to reclaim and consider economic development of these sites. The City shall consider Port proposals for a potential conveyor transport from a barge facility on the Des Moines waterfront and/or from Port owned property. The parties acknowledge conveyor transport may significantly reduce truck trips and related impacts on City streets.

16.2 **DNR.** The Port shall obtain and comply with appropriate permits and regulations applicable to mining operations to the extent required by the Department of Natural Resources, including any reclamation requirements.

17. **PHASE II TRI-PARTY AGREEMENT**

17.1 **Background.** The Port, City and King County entered into a tri-party agreement in 1990, that relates to the development of North SeaTac Park. The provisions of that agreement have not been completed.

17.2 **Completion of Property Exchange.** The parties shall work to complete the nine- to ten-acre property exchange south of the Airport as called for in Section 3.b.1 and 2 of the tri-party agreement. The exchange property is generally located east of Des Moines Creek between South 200th and South 208th streets.

18. **EXPEDITED PERMITTING**

18.1 **Background.** The City shall review building and other permits for Port projects to the extent provided in the existing ILA adopted in September 1992, as well as the project review under Exhibit A. The Port and City acknowledge Port projects may present significant burdens for City staff review due to the timing or scope of the Port project.

18.2 **Expedited Review.** In recognition of this potential adverse impact on City staff, the Port shall fund resources for permit review. The parties shall seek to execute a separate agreement from this ILA to established expedited permit review timelines in the Port's funding commitment.

19. **CITY SERVICES**

19.1 **General Services.** The City requested the Port consider several items relating to City services, including contracting for police services with King County, developing a police mutual assistance, crime prevention and patrol coverage program and contracting for court services with SeaTac Municipal Court. The parties may mutually agree to these provisions, but they are not required community relief under this ILA.

20. **ESCALATION OF FINANCIAL COMMITMENTS; NO REVENUE DIVERSION**

20.1 **Funds.** The specific funding amounts stated in this community relief package are in 1997 dollars. The amounts shall be adjusted annually by the CPI Index for the Seattle Metropolitan Area (Urban Consumers). The Port's financial commitments herein are for community relief based upon federal and federal and Washington state laws. The Port reasonably anticipates that federal revenue diversion restrictions are not an issue when the funding level is directly and proportionately linked to Airport impacts, and this community relief package meets this standard. The Port's financial commitments to the City under this ILA are not contingent, and the Port's funding sources shall take into account federal revenue diversion provisions as well as other legal authority of the Port.

**ATTACHMENTS:**

Summary of Port of Seattle Funding Commitments for Community Relief and Litigation Settlement

Attachment C-1 - List of Street to be Vacated to Port of Seattle by City of SeaTac

SUMMARY OF PORT OF SEATTLE  
FUNDING COMMITMENTS FOR  
COMMUNITY RELIEF AND LITIGATION SETTLEMENT

Community and Land Use Compatibility (§ 1.4) [City use for City Center and other Airport community relief]	\$10.0 million
Joint City Center Study (§ 2.2)	\$ 0.5 million
RTA/City Center Pedestrian link (§ 2.3)	\$ 6.0 million (not to exceed)
Joint Comprehensive Transportation Plan § 5.2.3)	\$ 0.5 million
Transportation Improvement Funding (§ 5.2.4)	\$36.8 million (32.8 capital + 4 O&M)*
Airport Beautification (including west slope of third runway per § 8.5) (§ 10)	\$10.0 million (not to exceed)
Westside Recreational Trail (§ 8.4)	\$ 1.5 million (not to exceed)
Street Vacations (about 60 acres) (§ 9.2) (Westside for third runway existing Airport; not North SeaTac Park)	\$ 3.5 million**
TOTAL	\$68.8 million

\* Estimate before updating transportation study and funding decisions called for in §§ 5.2.3 and 5.2.4 of community relief package; \$32.8 million based on current City plan (escalated to 1997 dollars).

\*\* The above total is for 60 acres of street vacations and based upon a Port appraisal done for a proposed property exchange (including street right-of-ways); the street vacation total is for the Westside property to be acquired for third runway and for existing Airport; street vacations for North SeaTac Park were included in the consideration and for obligations under 1990 Tri-Party Agreement.

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List of Streets to be Vacated to Port of Seattle by City of SeaTac

**Note:** Descriptions have been segmented so that overlaps at intersections are not counted twice. Roads with shared boundaries are indicated and the area vacated to others is not included in the square footages. All references & dimensions are taken from sheets 331E, 332W, 332E, 341 W, 341E, 348W, 353E, 354W, & 354E: Atlas of Seattle, Kroll Map Co.

1. The entire right-of-way of **South 146th Street** lying between the right-of-way of 16th Avenue South on the east and the west end of the road segment, with an area of approximately 23,400 square feet, more or less.
2. The entire right-of-way of **25th Avenue South** lying between the right-of-way of South 148th Street on the north and the right-of-way of South 150th Street on the south, with an area of approximately 26,850 square feet, more or less.
3. The entire right-of-way of **28th Avenue South** lying between the right-of-way of South 152nd Street on the north and south end of the road segment, with an area of approximately 30,760 square feet, more or less. [Note: This segment does not appear on the City's list. The City's list, however, does include a segment named "27th Place South" with a smaller area. This road segment does not appear on our Kroll Maps.]
4. The entire right-of-way of **16th Avenue South** lying between the right-of-way of South 146th Street on the north and the right-of-way of South 154th Street on the south, with an area of approximately 132,800 square feet, more or less. [Notes: 1) less the right-of-way of State Route 518; 2) if not already vacated; 3) south end may have already been partially vacated as a result of the relocation of South 154th Street]
5. The entire right-of-way of **South 192nd Street** lying between the right-of-way of 16th Avenue South on the west and the east end of the road segment, with an area of approximately 39,600 square feet, more or less. [Note: if not already vacated]
6. The entire right-of-way of **16th Avenue South** lying between the right-of-way of South 198th Street on the north and the right-of-way of South 200th Street on the south, less crossing(s), with an area of approximately 17,240 square feet, more or less.
7. The entire right-of-way of **16th Avenue South** lying between the right-of-way of South 200th Street on the north and the right-of-way of South 208th Street on the south, less crossing(s), with an area of approximately 92,000 square feet, more or less.
8. The entire right-of-way of **15th Avenue South** lying between the right-of-way of State Route 509 on the north and the right-of-way of South 200th Street on the south, less crossing(s), with an area of approximately 47,130 square feet, more or less. [Note: Road has shared boundaries, portions to go to Highline School District & Washington State Department of Transportation.]

9807278011

6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

9. The entire right-of-way of **15th Avenue South** lying between the right-of-way of South 200th Street on the north and the right-of-way of South 201st Street on the south, with an area of approximately 6,000 square feet, more or less. [Note: Road has shared boundaries, a portion to go to private property owner.]
10. The entire right-of-way of **15th Place South** lying between the right-of-way of South 197th Street on the north and the right-of-way of South 198th Street on the south, with an area of approximately 12,000 square feet, more or less.
- 11a. The entire right-of-way of **14th Avenue South** lying between the right-of-way of South 196th Street on the north and the right-of-way of South 198th Street on the south, less crossing(s), with an area of approximately 28,980 square feet, more or less.
- 11b. The entire right-of-way of **13th Avenue South** lying between the right-of-way of South 196th Street on the north and the right-of-way of South 197th Street on the south, with an area of approximately 8,490 square feet, more or less. [Note: Road has shared boundaries, a portion to go to private property owner.]
12. The entire right-of-way of **South 196th Place** lying between the centerline of the right-of-way of 13th Avenue South on the west and the right-of-way of 15th Avenue South on the east, with an area of approximately 28,850 square feet, more or less. [Note: Road has shared boundaries, a portion to go to Washington State Department of Transportation.]
13. The entire right-of-way of **South 197th Street** lying between the centerline of the right-of-way of 13th Avenue South on the west and the east end of the road segment, with an area of approximately 45,300 square feet, more or less.
14. The entire right-of-way of **South 198th Street** lying between the west edge of the right-of-way of the parallel alley between 13th/14th Avenues South on the west and the east end of the road segment (west of 16th Ave. S.), with an area of approximately 30,960 square feet, more or less.
15. The entire right-of-way of **South 199th Street** lying between the centerline of the right-of-way of 15th Avenue South on the west and the east end of the road segment (west of 16th Ave. S.), with an area of approximately 20,400 square feet, more or less.
16. The entire right-of-way of **South 201st Street** lying between the right-of-way of 15th Avenue South on the west and the east end of the road segment (west of 16th Ave. S.), with an area of approximately 15,930 square feet, more or less. [Note: Road has shared boundaries, a portion to go to private property owner.]
17. The entire right-of-way of **South 202nd Street** lying between the west edge of the right-of-way of the parallel alley between 15th/16th Avenues South on the west and the east end of the road segment (west of 16th Ave. S.), with an area of approximately 12,270 square feet, more or less.

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List of Streets to be Vacated to Port of Seattle by City of SeaTac

18. The entire right-of-way of **South 204th Street** lying between the west edge of the right-of-way of the parallel alley between 15th/16th Avenues South on the west and the right-of-way of 18th Avenue South on the east, with an area of approximately 48,600 square feet, more or less.

19. The entire right-of-way of **South 205th Place** lying between the right-of-way of 16th Place South on the west and the right-of-way of 18th Avenue South on the east, with an area of approximately 22,950 square feet, more or less.

20. The entire right-of-way of **South 206th Street** lying between the west edge of the right-of-way of the parallel alley between 15th/16th Avenues South on the west and the right-of-way of 16th Place South on the east, with an area of approximately 14,750 square feet, more or less.

21. The entire right-of-way of **South 207th Street** lying between the west edge of the right-of-way of the parallel alley between 15th/16th Avenues South on the west and the east end of the road segment (west of 16th Ave. S.), with an area of approximately 11,615 square feet, more or less.

22. The entire right-of-way of the north/south **Alley** parallel to and **between 13th & 14th Avenues South** lying between the right-of-way of South 196th Street on the north and the right-of-way of South 198th Street on the south, less crossing(s), with an area of approximately 6,495 square feet, more or less. [Note: Road has shared boundaries, a portion to go to private property owner.]

23. The entire right-of-way of the north/south **Alley** parallel to and **between 14th & 15th Avenues South** lying between the right-of-way of South 196th Street on the north and the right-of-way of South 198th Street on the south, less crossing(s), with an area of approximately 8,745 square feet, more or less.

24. The entire right-of-way of the north/south **Alley** parallel to and **between 15th & 16th Avenues South** lying between the right-of-way of South 198th Street on the north and the right-of-way of South 200th Street on the south, less crossing(s), with an area of approximately 6,465 square feet, more or less.

25a. The entire right-of-way of the north/south **Alley** parallel to and **between 15th & 16th Avenues South** lying between the right-of-way of South 200th Street on the north and the right-of-way of South 201st Street on the south, less crossing(s), with an area of approximately 3,000 square feet, more or less.

25b. The entire right-of-way of the north/south **Alley** parallel to and **between 15th & 16th Avenues South** lying between the right-of-way of South 201st Street on the north and the right-of-way of South 208th Street on the south, less crossing(s), with an area of approximately 15,675 square feet, more or less. [Note: Road has shared boundaries, a portion to go to private property owner.]

6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

26. The entire right-of-way of **18th Avenue South** lying between the right-of-way of South 200th Street on the north and the right-of-way of South 208th Street on the south, with an area of approximately 77,390 square feet, more or less. [Note: Road has shared boundaries, a portion to go to Washington State Department of Transportation.]
27. The entire right-of-way of **17th Avenue South** lying between the right-of-way of South 200th Street on the north and the south end of the road segment, with an area of approximately 38,845 square feet, more or less.
28. The entire right-of-way of **22nd Avenue South** lying between the right-of-way of South 208th Street on the south and the north end of the road segment, with an area of approximately 48,330 square feet, more or less. [Note: Road has shared boundaries, a portion to go to City of SeaTac.]
29. The entire right-of-way of **19th Avenue South** lying between the right-of-way of South 200th Street on the north and the south end of the road segment, with an area of approximately 8,000 square feet, more or less. [Note: Road has shared boundaries, a portion to go to Washington State Department of Transportation.]
30. The entire right-of-way of **16th Place South** lying between the right-of-way of South 205th Place on the north and the right-of-way of South 206th Street on the south, with an area of approximately 8,250 square feet, more or less.
31. The entire right-of-way of **24th Avenue South** lying between the north end of the road segment (north of S. 194th St.) and the south end of the road segment (south of S. 196th St.), with an area of approximately 50,900 square feet, more or less.
32. The entire right-of-way of **South 194th Street** lying between the right-of-way of 24th Avenue South on the west and the right-of-way of 28th Avenue South on the east, with an area of approximately 69,760 square feet, more or less.
33. The entire right-of-way of **South 195th Street** lying between the right-of-way of 24th Avenue South on the west and the right-of-way of 27th Avenue South on the east, with an area of approximately 50,275 square feet, more or less.
34. The entire right-of-way of **South 196th Street** lying between the right-of-way of 24th Avenue South on the west and the east end of the road segment, with an area of approximately 38,900 square feet, more or less.
35. The entire right-of-way of **26th Avenue South** lying between the right-of-way of South 195th Street on the north and the right-of-way of South 196th Street on the south, with an area of approximately 13,200 square feet, more or less.

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6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

9807278011

36. The entire right-of-way of **26th Avenue South** lying between the right-of-way of South 197th Street on the north and the right-of-way of South 200th Street on the south, with an area of approximately 52,250 square feet, more or less.
37. The entire right-of-way of **South 197th Street** lying between the right-of-way of 26th Avenue South on the west and the east end of the road segment, with an area of approximately 3,035 square feet, more or less.
38. The entire right-of-way of **South 164th Street** lying between the right-of-way of 12th Avenue South on the west and the east end of the road segment, with an area of approximately 10,000 square feet, more or less.
39. The entire right-of-way of **South 176th Street** lying between the right-of-way of 12th Avenue South on the west and the east end of the road segment, with an area of approximately 16,800 square feet, more or less. [Note: if not already vacated]
40. The entire right-of-way of **South 158th Street** lying west of the boundary between Sections 21 and 22 (Township 23 North, Range 4 East) on the east and the west end of the road segment, with a length of approximately 450 feet and with an area of approximately 15,450 square feet, more or less.
41. The entire right-of-way of **22nd Avenue South** lying between the right-of-way of South 146th Street on the north and South 150th Street on the south, with an area of approximately 74,760 square feet, more or less. [Note: The Kroll map does not indicate this remains as a platted street; to be verified with County Assessor's office. Area is an approximate estimate.]
42. The entire right-of-way of **South 150th Street** lying between the right-of-way of 20th Avenue South on the east and the west end of the road segment (approximately the west side of 22nd Avenue South), with an area of approximately 39,600 square feet, more or less. [Note: The Kroll map does not indicate this remains as a platted street; to be verified with County Assessor's office. Area is an approximate estimate.]
43. The entire right-of-way of **South 170th Street** lying between the right-of-way of 12th Avenue South on the west and the east end of the road segment, with an area of approximately 26,250 square feet, more or less. (This is the airport viewpoint park access road. [Note: The Kroll map does not indicate this remains as a platted street; to be verified with County Assessor's office. Area is an approximate estimate.]
44. The entire right-of-way of **14th Avenue South** lying between the right-of-way of South 168th Street (if extended) on the north and the right-of-way of South 171st Street (if extended) on the south, with an area of approximately 48,000 square feet, more or less. [Note: The Kroll map does not indicate this remains as a platted street; to be verified with County Assessor's office. Area is an approximate estimate.]

6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

45. The entire right-of-way of **27th Avenue South** lying between the right-of-way of South 194th Street on the north and the south end of the road segment, with an area of approximately 9,000 square feet, more or less.

46. The entire right-of-way of **South 195th Place** lying west of a line approximately 190 - 200 feet west of the right of way of 28th Avenue South on the east and the end of the road segment on the west, with an area of approximately 6,350 square feet, more or less.

[Note: Items 47 - 72 reflect street vacations related to 3rd Runway development.]

47. The entire right-of-way of **South 150th Street** lying between the right-of-way of Des Moines Memorial Drive and SR-518 on the west and 12th Avenue South on the east, with an area of approximately 27,900 square feet, more or less.

48. The entire right-of-way of **12th Avenue South** lying between the vicinity of the SR-518 right-of-way on the north and the south end of the road segment, with an area of approximately 20,700 square feet, more or less.

49. The entire right-of-way of **12th Avenue South** lying between South 152nd Street (if extended) on the north and the south end of the road segment, including the separated road segment to the south, with an area of approximately 44,100 square feet, more or less.

50. The entire right-of-way of **9th Place South** lying between the right-of-way of 10th Avenue South on the north and the right-of-way of South 156th Street on the south, with an area of approximately 30,900 square feet, more or less.

51. The entire right-of-way of **10th Avenue South** lying between the north end of the road segment and the right-of-way of South 156th Street on the south, with an area of approximately 47,925 square feet, more or less.

52. The entire right-of-way of **South 156th Street** lying between the west end of the road segment and the right-of-way South 156th Way on the east, with an area of approximately 21,900 square feet, more or less.

53. The entire right-of-way of **South 157th Place** lying between the right-of-way of Des Moines Memorial Drive on the west and the right-of-way South 156th Way on the east, with an area of approximately 39,650 square feet, more or less.

54. The entire right-of-way of **9th Avenue South** lying between the north end of the road segment and the right-of-way of South 160th Street on the south, with an area of approximately 13,950 square feet, more or less.

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6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

55. The entire right-of-way of **South 160th Street** lying between the right-of-way of Des Moines Memorial Drive on the west and the right-of-way of 12th Avenue South on the east, with an area of approximately 81,000 square feet, more or less.
56. The entire right-of-way of **12th Avenue South** lying between the right-of-way of South 156th Way on the north and the right-of-way of South 176th Street on the south, with an area of approximately 367,140 square feet, more or less.
57. The entire right-of-way of **9th Avenue South** lying between the right-of-way of South 160th Street on the north and the south end of the road segment, with an area of approximately 18,000 square feet, more or less.
58. The entire right-of-way of **8th Avenue South** lying between the north end of the road segment (in the vicinity of South 162nd/163rd Streets, if extended) and the south end of the road segment (in the vicinity of South 170th Street, if extended), with an area of approximately 115,650 square feet, more or less. [Note: A small portion may go to WSDOT]
59. The entire right-of-way of **South 166th Place** lying between the right-of-way of 11th Avenue South on the west and the right-of-way of 12th Avenue South on the east, with an area of approximately 16,400 square feet, more or less.
60. The entire right-of-way of **South 167th Place** lying between the west end of the road segment and the right-of-way of 12th Avenue South on the east, with an area of approximately 6,720 square feet, more or less.
61. The entire right-of-way of **South 168th Street** lying between the west end of the road segment and the right-of-way of 12th Avenue South on the east, with an area of approximately 34,080 square feet, more or less.
62. The entire right-of-way of **10th Avenue South** lying between the north end of the road segment and the right-of-way of South 168th Street on the south, with an area of approximately 14,350 square feet, more or less.
63. The entire right-of-way of **11th Avenue South** lying between the right-of-way of South 166th Place on the north and the right-of-way of South 168th Street on the south, with an area of approximately 24,000 square feet, more or less.
64. The entire right-of-way of **8th Place South** lying between the right-of-way of South 168th Street on the north and the right-of-way of South 170th Street on the south, with an area of approximately 42,800 square feet, more or less.
65. The entire right-of-way of **South 170th Street** lying between the right-of-way of 8th Place South on the west and the right-of-way of 12th Avenue South on the east, with an area of approximately 33,500 square feet, more or less.

9807278011

6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

66. The entire right-of-way of **South 171st Street** lying between the west end of the road segment and the right-of-way of 12th Avenue South on the east, with an area of approximately 30,300 square feet, more or less.
67. The entire right-of-way of **South 173rd Street** lying between the west end of the road segment and the right-of-way of 12th Avenue South on the east, with an area of approximately 27,350 square feet, more or less.
68. The entire right-of-way of **South 173rd Place** lying between the west end of the road segment and the right-of-way of 12th Avenue South on the east, with an area of approximately 10,500 square feet, more or less.
69. The entire right-of-way of **South 174th Street** lying between the west end of the road segment and the right-of-way of 12th Avenue South on the east, with an area of approximately 30,360 square feet, more or less.
70. The entire right-of-way of **South 176th Street** lying between the right-of-way of SR-509 on the west and the right-of-way of 12th Avenue South on the east, with an area of approximately 22,980 square feet, more or less. [Note: A small portion may go to WSDOT]
71. The entire right-of-way of **South 168th Street** lying between the right-of-way of SR-509 on the west and the right-of-way of 8th Avenue South on the east, with an area of approximately 15,000 square feet, more or less. [Note: A small portion may go to WSDOT]
72. The entire right-of-way of **South 164th Street** lying between the right-of-way of Des Moines Memorial Drive on the west and the right-of-way of 8th Avenue South on the east, with an area of approximately 13,050 square feet, more or less.

Total area to be vacated = approximately 2,612,805 square feet (60.0 acres).

[Note: The calculated area is an approximate upper bound in that some areas which may already be vacated are included. Private roads and areas that would become the property of other parties are not included, however. The calculated area could change either upwards or downwards once proper surveys are carried out.]

9807278011

6/4/97

List of Streets to be Vacated to Port of Seattle by City of SeaTac

**Additional Notes:**

The notation "if not already vacated" refers to notations on Kroll maps indicating that the roads segment was "to be vacated". Status of these roads needs to be verified, and they should be deleted from the vacation request if vacation has already occurred.

The following road segments are believed to have already been vacated. Their status needs to be verified & they should be added to the vacation request if vacation has not already occurred:

- 15th Place South, north of South 197th St.
- 25th Avenue South and associated South 197th Street, north of South 200th Street
- Items 41, 42, 43, and 44 on the list

The following road segments are believed to be private roadways for which vacation is not required. Their status needs to be verified & they should be added the vacation request if vacation is required and has not already occurred:

- 16th Court South, near 16th Avenue South and South 208th Street
- South 204th Street, west of 24th Avenue South
- South 206th Place, west of 22nd Avenue South
- 22nd Place South, north of South 208th Street
- South 154th Place, west from the vicinity of 12th Avenue South
- South 158th Street, west from 12th Avenue South
- 9th Place South, south from South 157th Place
- 10th Place South, south from South 157th Place
- South 172nd Street, west from 12th Avenue South

Not included in this list are any areas which will require vacation as part of the relocation of S. 154th Street/S. 156th Way to accommodate runway safety areas and the third runway project at the north end of the airfield.

Not included in this list are any streets in the Cities of Des Moines or Burien.

Not included in this list are any streets within the North SeaTac Park area which are to be vacated under the existing agreements among the Port, City of SeaTac, and King County.

Not included in this list are any streets in commercial areas which may be acquired for RPZ purposes or in any residential or commercial areas which may be acquired as part of an approach/transition area buyout.

No adjustment is included for any streets or other public access that may be dedicated back to the City of SeaTac as part of Master Plan development.

Future status of South 176th Street bridge over SR-509 and South 168th Street roadway under SR-509 has not been determined/included.

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## EXHIBIT D

### MATERIAL HAULING PROVISIONS FOR PORT HAUL PROJECTS

1. **Operating Conditions and Standards.** The following permit conditions apply to Port Haul Projects, including the material hauling for the third runway and the Runway 34R Safety Area Project. The Port and its contractors shall not piecemeal projects or components of projects in order to avoid the terms of this Agreement.

1.1 **Access Routes and Hours.** Approved maximum number of one-way trips per hour (#):

Daytime A 6:00 A.M. - 8:00 A.M.

South 188th west of tunnel (45)  
South 188th between SR99/tunnel (18)  
South 188th east of SR99 (6)  
SR99 south of South 188th (6)  
SR99 north of South 188th (6)

Daytime B 8:00 A.M. - 3:30 P.M.

South 188th west of tunnel (45)  
South 188th between SR99/tunnel (30)  
South 188th east of SR99 (12)  
SR99 south of South 188th (12)  
SR99 north of South 188th (6)

Evening A 3:30 P.M. - 5:30 P.M.

No lane closures  
South 188th eastbound, west of tunnel (18)  
South 188th westbound, west of tunnel (45)  
South 188th between SR99/tunnel (18)  
South 188th east of SR99 (6)  
SR99 south of South 188th (6)  
SR99 north of S. 188th (6)

Evening B 5:30 P.M. - 6:00 A.M.

South 188th west of tunnel (45)  
South 188th between SR99/tunnel (30)  
South 188th east of SR99 (6)  
SR99 south of South 188th (12)  
SR99 north of S. 188th (12)

1.1.1 **Exception.** The Port will include in its bid documents notice that for South 188th Street east of SR 99 the number of trips per hour may be increased or decreased to accommodate school events. The Port and the City will mutually agree in writing upon the changes in hours.

1.1.2 **Changes to Hours or Routes.** The contractor may request to modify, change, or propose other alternatives for the hours of operation or route for the hauling operation. Approval of this request will be at the discretion of the Public Works Director.

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**1.2 Uniformed Officers/Certified Flagger/Enforcement Officer.** The Port/City will monitor the contractor for compliance with state and local traffic regulations: (1) the City will notify the Port if a safety issue arises (including the frequency of trucks on routes in excess of permit; (2) the Port will take reasonable steps to promptly address the safety issues; (3) if the safety issue is not corrected reasonably promptly, the City may exercise discretion to assign a uniformed officer to enforce safety regulations, including overweight enforcement; and (4) if the City assigns a uniformed officer to enforce safety regulations, the Port will reimburse the City for its costs up to \$25,000 per year for each officer assigned, not to exceed \$75,000 cumulatively during any calendar year for all projects subject to this Agreement. Reimbursement for time will include field work only and will not include court and/or administrative time.

**1.3 Truck Scales.** The Port has purchased portable scales and will provide them to the City for its use in weighing the trucks hauling material to ensure they are not exceeding their licensed weight limit. The City will be responsible for operation, maintenance, and certification of the scales.

**1.4 Information Line.** The Port will maintain an informational and complaint hot line, advertised within the community, for airfield construction activity including the 3rd runway. The City may refer telephone inquiries it receives to the hot line for handling, and the Port may refer hot line inquiries about City services to the City for handling. The Port and the City will exchange periodic call reports, at least once per month, unless a more or less frequent reporting is mutually agreed upon, describing the number of hot line complaints received from residents and businesses by jurisdiction, identifying the nature of the complaints, and summarizing the information provided to the callers. The City will provide the Port information about City services that may be useful to the Port in handling telephone inquiries.

**1.5 Construction BMPs; Public Right of Way Cleaning.** The Port and City hereby approve and adopt the Construction Best Management Practices and the City's "Standard Permit Conditions" (collectively "Haul BMPs") attached to this Agreement in Attachment D-1 for Port Haul Projects. The Haul BMPs shall be included as part of the construction and hauling contract and include requirements that the inbound and outbound haul routes on City streets will be kept clean and free of hauling debris from the project at all times, and that the contractor shall clean storm drainage systems along the haul routes within the City when so directed by the Director of Public Works or his/her designee.

**1.6 Covered Loads.** The contractor will have the option to implement the attached borrow site BMPs. If the contractor chooses not to implement the borrow site BMPs, then the City's Director of Public Works, at his/her discretion, may require the contractor to cover all loads.

**1.7 Noise Ordinance.** When working at night, the contractor shall provide a plan of operation to insure compliance with the attached noise BMPs. In particular, the plan shall address the truck backup alarms. If hauling operations cannot comply with the noise these noise BMPs, then the contractor will be required to apply for a variance to the City and the Port and not haul at night until a variance is granted.

**1.8 Road Repairs.** This paragraph sets forth the method to determine the Port's compensation to the City for direct and proportional impacts to City streets caused by material hauling for projects subject to this Agreement. Payment of these fees by the Port is intended to compensate the City for the cost of repairs during the haul and returning City streets to their pre-haul condition as identified in the Repair/Replacement Strategy described below. The Port and the City will mutually agree upon the selection of a consultant that will conduct the following tasks:

**1.8.1 Background Assessment.**

- Perform a visual condition survey, using standard Washington State Department of Transportation methodology to establish the type,

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severity and amount of distress evident on the surface of the streets used for the haul.

- Conduct nondestructive testing on all travel lanes. Tests will be conducted at 50 foot intervals on streets  $\frac{1}{4}$  mile in length and at 100 foot intervals on streets longer than  $\frac{1}{4}$  mile.
- Determine pavement structure through either a review of records or by taking one core sample every 500 feet per lane to identify the components of the cross-section of the street.
- Estimate past, present, and future average daily trips broken down by percentage and classification of vehicle types. Analyze and compare these totals with the projected number and type of trucks to be used for Port Haul Projects and the routes to the airport. If existing traffic information is not available from the City, the traffic will be estimated in terms of equivalent single axle loads using the AASHTO design equations.

**1.8.2 Analysis.** The background assessment information will be used by the consultant to determine and make recommendations to the Port and City as follows:

- The life of the pavement with normal traffic conditions and with trucks associated with the haul using AASHTO Guide for Design of Pavement Structures, 1993 methodology (Attachment D-2).
- Options for effective methods(s) to preserve or restore the pavement to a baseline condition, jointly agreed to between the City and the Port.
- A pavement condition index that will identify:
  - \*\* the loss in pavement life determined in years as a result of Port Haul Projects subject to this Agreement;
  - \*\* the thickness in inches of asphalt concrete overlay required to return the pavement to its pre-haul condition or for repairs during the haul;
  - \*\* the construction costs for repairs during the haul and partial or full overlays required to return the pavement to its pre-haul condition;
  - \*\* when repairs during the haul should be made or an overlay or partial overlay should be applied to return the road in its pre-haul condition;
  - \*\* appropriate timing for when such work should be performed.

**1.8.3 Maintenance/Repair Strategy.** Prior to commencing any Port Haul Project, the Port and City shall agree upon the work, timing and costs of repair or replacement of City streets

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affected by the Port Haul Projects ("Repair/Replacement Strategy"), based upon the background assessment and analysis done under §§ 1.8.1 and 1.8.2. The parties agree that depending upon the findings of the pavement condition index, certain road damage occurring during the haul period may require prompt repair. Repairs made during the haul, but which are not part of the Repair/Replacement Strategy agreed to prior to the start of the haul, will not be the responsibility of the Port. The Port will be responsible for filling potholes occurring during the haul which will be undertaken at the direction of the Director of Public Works.

The Port and the City will use the following Pavement Condition Index (PCI) and the Pavement Conditions Rating (PCR) as one of the tools to jointly develop the Repair/Replacement Strategy. If the number of truck trips, routes or the types of trucks used for the Port Haul Project is revised significantly after agreement on the Repair/Replacement Strategy, then The Port and City shall reevaluate and agree upon the adjustment to the Repair/Replacement Strategy using the same methodology as used for the initial strategy.

PCI	PCR	REPAIR/REPLACEMENT STRATEGY
100 - 86	Excellent	Routine maintenance and repairs
85 - 71	Very Good	Routine maintenance and repairs
70 - 56	Good	Routine maintenance and overlay
55 - 41	Fair	Overlay
40 - 26	Poor	Overlay or reconstruction
25 - 11	Very Poor	Thick overlay or reconstruction
11 - 0	Failed	Reconstruction

The Port and City agree to use actual percentages of truck trips (adjusted impacts using the ASHTO methodology which incorporates background traffic and current road conditions) for calculations of impacts on each lane of traffic associated with haul operations. The percentage of use, comparing truck traffic and background traffic, will be projected for each traffic lane. It is recognized that, using the ASHTO methodology, impacts to the traffic lanes associated with inbound trucks fully loaded and outbound trucks that are empty have different impacts to the roads. The percentage of impact will be assessed for each lane of traffic. Shoulders and turn lanes, adjacent to the traffic lanes, will be included in the calculation of the total impact. The impact fee for the shoulders and turn lane should be calculated based on the average percentage of truck use on all of the traffic lanes.

**1.8.4 Compensation - Payment of Fees/Repairs.** As part of the Repair/Replacement Strategy, the Port and City will mutually agree as to whether the Port should compensate the City in fee payments (lump sum or periodic), perform the road work itself, or a combination thereof to implement the Repair/Replacement Strategy. Funds paid by the Port to the City shall be:

- a. held by the City in a separate account or in an established road fund;
- b. used solely to repair and/or replace the streets affected by the haul in accordance with the parties' agreed repair/replacement strategy; provided, the City may incorporate the funds and adjust the timing of work to be part of a larger City CIP project which includes the haul routes, and

- c. refunded to the Port (without interest) to the extent not spent on the parties' agreed repair/replacement strategy within five (5) years after completion of the Port's Haul Project for which the funds were paid.

At the Port's request, the City within thirty (30) days will document City expenditure of funds paid under this Agreement.

**1.8.5 Time Value of Money.** In addition to the to be paid under §§ 1.8.3 and 1.8.4, the parties recognize that the impacts of the dirt haul may require road repair to be done sooner than anticipated in the City's TIP and that the City typically repairs all lanes at once. In order to compensate the City for the cost of repairing the road sooner than anticipated in its TIP, the parties agree that the Port will pay the City for the increased cost of making improvements to all lanes sooner, which is the time value of this money. The time value of the money will be calculated as follows: The total cost of improvements to the road will be multiplied by the total percentage of damage impact for each individual lane. Then, the Port's contribution to road improvements will be subtracted from the total cost of improvements to the road and multiplied by the difference in life between the design life and the shortened life as a direct result of truck traffic.

**1.8.6 Dispute Resolution.** Any disagreement regarding the Repair/Replacement Strategy, including Port compensation or work, shall be subject to Dispute Resolution under § 3.

**1.8.7 Enforcement.** The City shall have the right to enforce each permit through revocation, corrections and penalties to the extent provided in Sections 11.10.130, .190, .290 and .300 of the City Code as they exist on the date of this Agreement (Attachment D-3).

**1.8.8 City Code Compliance.** Compliance with the terms of this Agreement constitutes full compliance by the Port and its contractors with the City's codes and regulations for Port Haul Projects, including without limitation permit conditions, fees and performance standards.

**2. Fees.** The following fees (as described in Section 11.10.100 of the applicable City Code for Class E permits on the date of this Agreement and attached hereto as Attachment D-4) shall apply to the Port Haul Projects during the term of this Agreement:

**2.1 Application Fees.** \$174 for each haul contractor for a Port Haul Project to be paid at time of application for permit to cover initial processing, counter service and recordkeeping.

**2.2 Application Processing Fees.** \$83 per application as the "application processing fee" (i.e. "base" fee) if the Port and City have established the engineering and traffic control plans for that haul as part of the Repair/Replacement Strategy under § 1.8.3 above; provided, if the individual permit applicant proposes engineering or traffic control not covered by the Repair/Replacement Strategy, then the fee shall be \$250 per application.

**2.3 Public Works Inspection Fees.**

**2.3.1 Daily Use Fee.** \$50 per day for each day of the haul as "daily use fee" for the public works inspection fee for inspections occurring during regular business hours (8:00 a.m. - 5:00 p.m.).

**2.3.2 Overtime Public Works Inspection.** \$75 per hour, for a minimum of two hours per inspection, as the overtime public works inspection fees, not to exceed the amount of \$3,000 per year per permit covered by this Agreement.

2.4 **Repair and Replacement Charges.** Repair and replacement charges and costs are part of the Repair/Replacement Strategy to be paid or undertaken by the Port under ¶ 1.8.3 above and are not to be charged to individual haul contractors.

2.5 **Escalation of Fees.** The fees set forth in this ¶ 2 are those in effect on the date of this Agreement. The City may increase these fees during the term of this Agreement as part of a general City fee revision for right-of-way permits, but in any event the fees charged for Port Haul Projects shall not be increased from the amounts stated herein by more than 2% per year during the term of this Agreement.

2.6 **Payments.** All fees to be paid by each haul contractor shall be billed and paid monthly. All fees to be paid by the Port shall be part of the Repair/Replacement Strategy agreed to under ¶ 1.8.3.

3. **Dispute Resolution.** If any disagreement or dispute arises regarding interpretation or application of the this Exhibit D, then the dispute shall be resolved through the Dispute Resolution procedures set forth in Section 11.1 of the Interlocal Agreement.

4 **Conflict in Provisions.** If a conflict exists between the specific Best Management Practices as contained in the text of this Exhibit or Attachment D-1, the parties shall comply with both to the extent possible, but if not possible, then the text of this Exhibit shall control over any conflict with Attachment D-1, and any conflict within Attachment D-1 shall be controlled by the "Construction Best Management Practices" over the City's standard permit conditions.

ATTACHMENTS:

- Attachment D-1 - Haul BMPs: Construction Best Management Practices and City's Standard Permit Conditions
- Attachment D-2 - AASHTO Guide for Design of Pavement Structures, 1993 Methodology
- Attachment D-3 - Excerpts of Applicable City Codes on Date of Agreement
- Attachment D-4 - Excerpts of Applicable City Fees on Date of Agreement

ATTACHMENT D-1

HAUL BMPS: CONSTRUCTION BEST MANAGEMENT PRACTICES  
AND CITY'S STANDARD PERMIT CONDITIONS

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City of SeaTac Material Haul - Best Management Practices  
for Haul Projects Over 100,000 Cubic Yards

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The 1997 permit issued to Segale for the Runway 34R safety area project does not include the following best management practices (BMPs). Segale will be encouraged but not mandated to incorporate these BMPs into their 1997 work. Specific items that will be discussed with Segale include designation of areas where Jake Brakes can be used, frequency of storm drain cleaning, planned haul route sweeping practices, identification of dust control measures, timing of removal of temporary erosion control measures, and identification of contractor fueling areas.

Permit conditions that focus on safety, including spillage and storm drain cleaning, that requires prompt attention will be the responsibility of the Port. If the City of SeaTac is contacted regarding spillage or storm drain problems, the City of SeaTac will immediately contact the Port. If the Port does not promptly respond, the City can perform the work and be reimbursed for their work by the Port and/or Contractor.

The following construction management practices are typically included in the Port of Seattle's contract specification. It is anticipated that this listing would be included in the requests for bids such that contractors will be obligated to comply.

- A. The Port will monitor all off-site loading operations, haul routes, and on-site operations to ensure compliance with all applicable mitigation provisions. The Port will take all necessary steps to enforce compliance and correct noncompliance promptly upon its discovery.
- B. The Contractor will be required to identify and assign a Haul Route Supervisor. The Haul Route Supervisor shall be a supervisory person, well-trained, and experienced in handling excavated materials both with "on-highway" and "off-highway" equipment. The Haul Route Supervisor shall be completely familiar with the approved haul routes. The Haul Route Supervisor shall document all activities and answer all complaints regarding spillage, traffic violations, property damage claims, safety, equipment breakdowns, and the terms and conditions of required bonds and permits. The Haul Route Supervisor will be a full-time employee dedicated to this project, understanding that this person may have other project duties as well. The responsibilities may be shared with other project personnel provided the above-stated qualifications are satisfied.
- C. The Contractor will be required to maintain documentation concerning its activities. The Contractor will maintain project records concerning fill material borrow site and haul routes. Before any material is loaded at the fill material source borrow site, the Contractor shall submit the following information: (a) Haul Route to the site and return. (b) Copies of permits, agreements, or letter of understanding from regulatory agencies, towns, cities, or other governmental entities. (c) Description, owner, vehicle number, and license number of each hauling vehicle. (d) Each vehicle operator's name and driver's license number.
- D. Vehicles delivering materials to or hauling material, shall access the site from [to be inserted] via the contractor's access route. These routes and a specific contractor hauling plan will be reviewed by the Port and approved prior to implementation. When reviewing requested haul routes, the Port will consider the potential impacts on traffic congestion, roadway conditions, impacts on neighboring properties, and other relevant factors. Based on this consideration, and in consultation with other jurisdictions (such as WSDOT and adjacent cities), the Port may accept or reject proposed haul routes or impose conditions on the use of haul routes, including hours of operating and number of vehicles permitted to use the route. The hauling vehicle shall proceed to the project site via the approved haul route. Any deviation from the approved haul route shall be approved by the Haul Route Supervisor and the Port.

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City of SeaTac Material Haul - Best Management Practices  
for Haul Projects Over 100,000 Cubic Yards

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- E. The Contractor shall provide an asphalt or concrete paved drive for haul truck access to and exit from the construction site. This paved/concrete drive, in conjunction with a rock run-out area, should be 500-1,000 feet continuous from connection to public roads or the project site.
- F. Contractors will be required to maintain and repair all equipment in a manner that reasonably minimizes adverse environmental impacts, such as air pollution, noise, and entrainment of dust. Contractors will be required to maintain minimum freeboard, consistent with Washington State Department of Transportation requirements, on all hauling trucks with continuous monitoring for compliance. The Haul Route Supervisor will ensure that all haul vehicles have effective mufflers at all times and that Jake Brakes are not used except in specifically designated areas. The City of SeaTac Public Works Director or his/her designee will participate in designating areas for use of Jake Brakes.
- G. The vehicle operator shall conform to all agreed upon operational procedures established by the site operator and the Contractor. The procedure shall include but not be limited to, traffic control, turn-outs, turn-arounds, queue time, truck washing facilities, gate security, etc. The contractor will provide all flagging, signing, lighting, etc., as required by the applicable jurisdiction (including City of SeaTac, King County, State of Washington or the Port of Seattle) to provide all reasonable safety measures to protect all persons using the roads. The contractor shall obey all vehicular weight and speed limits established by the applicable jurisdiction. Flagging, signs and all traffic control devices shall conform to WAC 296-155-300, -05, -310 and -315 and specific regulation or requirements of the City of SeaTac. Flaggers must meet the requirements of the State of Washington, Department of Labor and Industries (WAC 296-155-305). All workers engaged in flagging or traffic control shall wear reflective vests and hard hats. Contractors will use truck scales or loading equipment scales at borrow sites to ensure compliance with legal load limits.
- The local jurisdiction may notify the Port if a safety issue arises, and subsequent to the Port and Contractor taking reasonable steps to promptly address the safety issues, may assign a uniformed officer to enforce safety regulations, including overweight vehicle enforcement.
- The Contractor shall appoint one employee as the responsible representative in charge of traffic control and safety. The appointed representative shall have authority to act on behalf of the Contractor and shall be available, on call, twenty-four hours a day throughout the period of construction for the Contract. A twenty-four hour phone number shall be provided to the Port of Seattle for use in case of an off-hour emergency. The Contractor shall provide immediate response to correct any and all deficiencies upon notification and keep a log of the response and actions taken to address deficiencies.
- H. The contractor shall continuously sweep and wash-down access routes to the construction areas and existing adjacent paving areas. These areas shall be kept free of debris at all times. Sediment shall be removed from roads by shoveling or sweeping and be transported and place within the fill area. Coordinate the sediment disposal area with the Port of Seattle. Street washing shall be allowed only after sediment has been removed. The contractor shall flush and clean storm drainage systems along the haul route within 1,000 feet of the site when so directed by the Port. Water may be used for dust control purposes provided that runoff does not discharge directly into a receiving stream. The City of SeaTac Public Works Director or his/her designee will participate in planning for the frequency of sweeping and identification of sediment disposal areas.



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City of SeaTac Material Haul - Best Management Practices  
for Haul Projects Over 100,000 Cubic Yards

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- I. Any damage (including lane striping and lane turtles) along the contractor access/haul routes due to the contractor's use for this project shall be repaired immediately. At the completion of the project, all pavements and surfaces along the access routes that were existing at the start of the project shall be restored to their original condition or fees paid in lieu of repairs as agreed by the Port and local jurisdiction. The contractor shall repair any damage to the haul road due to their operations. The contractor shall coordinate and meet the cleaning and repair requirements set by other public agencies for use of their roads for Sea-Tac Airport related work. Existing pavements, facilities, utilities, or equipment which are damaged shall be replaced or reconstructed to original strength and appearance at the Contractor's expense. The Contractor shall take immediate action to replace any damaged facilities and equipment and reconstruct any damaged area which is to remain in service.
- J. The contractor shall keep a vacuum sweeper truck and a water truck on site at all times during the working and non-working hours and shall maintain the site free from dust and objectionable debris. During the periods of time that there is no construction activity (i.e., between work shifts), the water truck must be ready with on-site contractor's personnel available to respond immediately to a dust problem, as identified by Airport Operations staff or the Port Engineer. At no time shall there be more than a 20 minute response time to calls concerning dust/debris problems during work hours and a 90-minute response time at all other times on a 24-hour per day basis. The Contractor's method for dust control will be continuously monitored and if the method is not controlling the dust to the satisfaction of the Port, the Contractor will be required to improve the method or utilize a new method at no additional cost to the Port. The City of SeaTac Public Works Director or his/her designee will participate in planning for the method of dust control.

The contractor shall provide whatever means are necessary to prevent foreign object debris (FOD) in aircraft movement areas on a 24-hour basis. Trucks and equipment shall have all loose dirt, rocks, and other materials removed when accessing the Airport Operations Area or when leaving the work area and using public roads. They will be continuously monitored by the Port and if the Contractor's method is not adequate, the Contractor will be required to improve their method or utilize a new method at no additional cost to the Port.

The Contractor shall provide truck washes, rumble strips, stabilized construction entrances, shakers or whatever means are necessary to prevent any foreign material from being deposited on public roads.

When Airport roadways and public highways are used in connection with construction under this contract, the Contractor shall remove all debris cluttering the surfaces of such roadways. Trucks and equipment shall have all accumulated dirt, mud, rocks, and debris removed before accessing the site and when leaving the work area. Loads shall be struck flush and secured to prohibit loss of material. If spillage occurs, such roadways shall be swept clean immediately after such spillage to allow for safe operation of vehicles as determined by the Port of Seattle. If the Contractor is negligent in cleanup and Port forces are required to perform the work, the expense of said cleanup shall be paid by the Contractor.

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City of SeaTac Material Haul - Best Management Practices  
for Haul Projects Over 100,000 Cubic Yards

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- K. At all times keep objectionable noise generation to a minimum by: (1) Equip air compressors with silencing packages. (2) Equip jackhammers with silencers on the air outlet. (3) Equipment that can be electrically driven instead of gas or diesel is preferred. If noise levels on equipment cannot reasonably be brought down to criteria, listed as follows, either the equipment will not be allowed on the job or use time will have to be scheduled subject to approval of the Port of Seattle. Objectionable noise received on neighboring (non-Port-owned) properties is defined as any noise exceeding the noise limits of State Regulations (WAC 17J-60-040) or City ordinance, or as any noise causing a public nuisance in residential area, as determined by the Port and community representatives, or by the nuisance provisions of local ordinances. The noise limitations established are as set forth in the following table after any applicable adjustments provided for herein are applied:

<u>Noise Source</u>	<u>RECEIVING PROPERTY</u>		
	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
Airport	50 dBA	65 dBA	70 dBA

Between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends the noise limitations above may be exceeded for any receiving property by no more than: (a) Five dBA for a total of 15 minutes in any one hour period; or (b) Ten dBA for a total of 5 minutes in any one hour period; or (c) 15 dBA for a total of 1.5 minutes in any one hour period.

In addition to the noise controls specified, demolition and construction activities conducted within 1,000 feet of residential areas may have additional noise controls required. A City of SeaTac variance is required if the Contractor exceeds approved noise limitations.

- L. To minimize pollution emissions, the Contractor shall:

1. Develop and submit for approval a Contractor Erosion Control Plan (CECP). The CECP shall include all the erosion and sedimentation control features required by: (1) The project specifications. (2) The Temporary Erosion and Sedimentation Control Plan (TESCP); (3) Storm Water Management Manual for the Puget Sound Basin (Volumes I and II). (4) Regulatory agencies and such additional controls made necessary by the Contractor's operation. (5) The King County Surface Water Management Manual. The Contractor shall maintain a copy of the CECP and all references at the job site.
2. Designate an experienced Sedimentation and Erosion Control Representative (SEC). The SEC shall have authority to act on behalf of the Contractor and shall be available, on call, 24 hours a day throughout the period of construction. A 24 hour phone number shall be provided to the Port of Seattle. The Contractor shall provide immediate response to correct all deficiencies.
3. Coordinate and schedule the installation of the controls, features, and best management practices (BMPs) identified in the Contractor Erosion Control Plan. Coordinate the erosion and sedimentation control work with the other contract work in order to provide continuous erosion and sedimentation control and protection.
4. Maintain the installed BMPs and controls for the duration of the project or as indicated in the contract documents.
5. Provide periodic inspection and response to ensure that the installed BMPs function during any and all storm events. Contractor shall be responsible for erosion and sedimentation control 24 hours a day, seven days a week, including holidays.

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City of SeaTac Material Haul - Best Management Practices  
for Haul Projects Over 100,000 Cubic Yards

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6. Remove all temporary controls at the end of the project or when no longer needed as determined by the Port of Seattle. The City of SeaTac Public Works Director or his/her designee will participate in the decision to remove temporary controls.
7. Conduct project operations in accordance with the State National Pollution Discharge Elimination System (NPDES) permit for storm water discharges associated with construction activity.
8. No grading or earthwork shall be started before the CECP is submitted and the Best Management Practice (BMPs) erosion and sedimentation control items are in place and functioning. BMPs once installed shall be maintained for the life of the project or until their erosion and sediment control function has been completed. BMPs shall be reviewed after each major storm event. BMPs shall be maintained during all suspensions of work and all non-work periods.
9. Clearing limits, sensitive/critical areas and their buffers, trees, drainage courses, and wetland areas shall be clearly delineated in the field. Extreme care shall be taken to prevent sediment deposition or contamination of the golf course property, wetland areas, existing drainage courses, or public streets. In the event that these areas suffer degradation in the opinion of the Port of Seattle, the Port Engineer may stop construction activities until the situation is rectified. BMPs intended as sediment trapping measures shall be installed and functional before land disturbing activities take place. Properties and waterways downstream shall be protected from erosion due to increases in the volume, velocity and peak flow rate of storm water from the project site. All temporary on-site conveyance channels shall be designed, constructed and stabilized to prevent erosion from the expected velocity of flow from a 2 year, 24 hour frequency storm for the developed condition. When warranted, application for a Temporary Modification of Water Quality Certification, 401 Permit will be made. All requirements of the permit will be adhered to for the duration of the project.
10. All temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Disturbed soil areas resulting from removal shall be permanently stabilized.
11. Dewatering devices shall discharge into a sediment trap or sediment pond. All pollutants other than sediment that occur on-site during construction shall be handled and disposed of in a manner that does not contaminate storm water.
12. A designated maintenance area will be established for all construction sites with appropriate pollution controls. Fueling of Contractor's equipment will be performed away from storm drain inlets in areas designated by the Contractor and reviewed by the Port of Seattle. The City of SeaTac Public Works Director or his/her designee will participate in the decision to locate Contractor fueling areas. Extreme care shall be taken to prevent fuel spills. Contractor's representative shall be present at all times when equipment is being fueled. In the event of a spill the Port of Seattle Fire Department shall be called by way of the Port of Seattle. Place oil absorbent pads and drip pans beneath the vehicle being fueled and under parked vehicles (overnight and otherwise). Provide and maintain absorbent materials, shovels, and five gallon buckets at the fueling area for spill cleanup.

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CITY OF SEATAC  
STANDARD PERMIT CONDITIONS

**INDEMNITY AND HOLD HARMLESS:** The Permittee agrees to indemnify and hold harmless the City of SeaTac as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend all claims, demands, suits and judgments, including cost of defense thereof, for injury to persons, death or property damage which is caused by, arises out of, or is incidental to Permittees exercise of rights and privileges granted by this permit. The Permittees obligations under this permit shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the City of SeaTac or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties; b) The duty to promptly accept tender of defense and provide defense to the City of SeaTac at the Permittees own expense; c) Indemnification of claims made by the Permittees own employees or agents; and d) Waiver of the Permittees immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties. In the event it is necessary for the City of SeaTac to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Permittee. In the event it is determined that RCW 4.24.115 applies to this permit, the Permittee agrees to defend, hold harmless and indemnify the City of SeaTac to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City of SeaTac to the full extent of Permittees negligence.

The Permittee, its successors and assigns, is given and granted the right and authority to enter upon the right-of-way for the purpose of performing the work described in this permit subject to the requirements and conditions listed below.

1. A City inspector will be assigned to the project. Permittee is required to notify the City of SeaTac Public Works Dept. at 241-1996, 24 hours prior to starting work. Failure to give required notice will result in assessment of a one hour inspection fee charged against Permittee. This assessment is in addition to any other remedy available under law or equity which the City may wish to pursue and shall not be construed as an election of remedies by the City of SeaTac.
2. All hard surfaced roads to be jacked or bored. Exceptions will be on a case-by-case basis with the express permission of the City of SeaTac City Engineer.
3. One-way traffic and local access shall be maintained at all times. Sign and traffic controls will be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways (latest edition). Detours and road closures shall be only by the expressed written approval of the SeaTac City Engineer.
4. It is the responsibility of the Permittee to notify all utility districts and private property owners when such property is subject to injury or damage through the performance of the work under this permit.
5. After the installation, operation, maintenance or removal of a utility or facility, the Permittee shall restore all rights of way and public places to the condition which is equivalent in all respects to the condition they were in before starting work. All work to meet the approval of the City Engineer. In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this permit, the Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the City.
6. The City may, at any time, do, order or have done any and all work considered necessary to restore to a safe condition any area left by the Permittee in a condition dangerous to life or property and upon demand the Permittee shall pay to the City all costs of such work, materials, etc.
7. This grant or privilege shall not be deemed or construed to be an exclusive franchise. It does not prohibit the City from granting other permits or franchise rights of like nature to other public or private utilities, nor shall it prevent the City from using any of its roads or public places for any and all public use, or affect its jurisdiction over all or any part of them.
8. The City may unilaterally revoke, annul, or terminate, revise or amend this permit without cause and for any reason including, but not limited to:
  - a) Permittees failure to comply with any provision, requirement, or regulation herein set forth;
  - b) Permittees willful neglect of, or failure to heed or comply with, notices given it;
  - c) Permittees facilities are not installed, operated, or maintained in conformity with conditions herein set forth;
  - d) Permittees failure to conform to any applicable law or regulation as currently exists or may hereafter be enacted, adopted, or amended.
9. This permit and any underlying franchise does not authorize the cutting of trees with a trunk diameter greater than four (4) inches unless authorization is specifically granted in writing by the Director of Public Works.

9. Approval by Public Works Department is required for all permits.

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ATTACHMENT D-2

AASHTO GUIDE FOR DESIGN OF PAVEMENT STRUCTURES, 1993 METHODOLOGY

9807278011

# AASHTO. Guide for Design of Pavement Structures 1993

9807278011



Published by the  
American Association of State Highway  
and Transportation Officials

444 N. Capitol Street, N.W., Suite 249  
Washington, D.C. 20001

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ATTACHMENT D-3

EXCERPTS OF APPLICABLE CITY CODES ON DATE OF AGREEMENT

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RESOLUTION NO. 96-019

COPY

A RESOLUTION of the City Council of the City of SeaTac, Washington adopting a revised Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

WHEREAS, the City Council has previously adopted a schedule of license fees, permit fees and other fees and charges for City services, most recently amended by Resolution No. 95-014, and

WHEREAS, since the approval of the fee schedule pursuant to that Resolution, a number of changes have occurred which prompt revision of the Schedule of Fees, and

WHEREAS, in keeping with the City's intention to provide for fees and charges reflecting a fair measure of the costs to the City and avoiding unnecessary subsidization of those costs by the general taxpayers, it is appropriate that the Fee Schedule be periodically reviewed and amended as necessary.

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

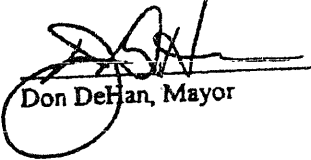
- Section 1     The City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services is hereby amended and readopted as set forth on the attached Exhibit "A", which is incorporated herein by this reference.
- Section 2     This Resolution shall be in full force and effect upon passage and signatures hereon

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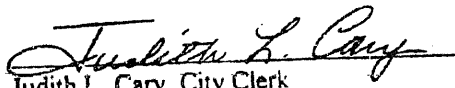


PASSED this 17<sup>th</sup> day of December 1996 and signed in authentication  
thereof on this 17<sup>th</sup> day of December 1996.

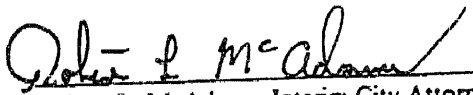
CITY OF SEATAC

  
Don DeHan, Mayor

ATTEST:

  
Judith L. Cary, City Clerk

Approved as to Form:

  
Robert L. McAdams, Interim City Attorney

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CITY OF SEATAC

SCHEDULE OF LICENSE FEES, PERMIT FEES, AND  
OTHER FEES AND CHARGES FOR CITY SERVICES

PUBLIC WORKS:

Right of Way Use Permit Fees

Application Fee

Class A	\$ 40
Class B	\$ 75
Class C Residential less than 30 feet	\$ 50
Class C	\$174
Class C in conjunction with another permit	\$ 93
Class D	\$ 50
Class E	\$174
Class E in conjunction with another permit	\$ 93

Application Processing Fee

Class A	Standard Hourly Rate
Class B	Standard Hourly Rate
Class C Residential less than 30 feet	Standard Hourly Rate
Class C with	
Engineering plans with drainage facilities	\$800
Engineering plans without drainage facilities	\$213
Resubmittal, each occurrence - base	\$ 83
Resubmittal, each occurrence - Per Hour	Standard Hourly Rate
Revision to previously approved plans	\$139
Class D	Standard Hourly Rate
Class E with	
Engineering and traffic control plans	\$250
Resubmittal, each occurrence - base	\$ 83
Resubmittal, each occurrence - Per Hour	Standard Hourly Rate
Revision to previously approved plans	\$139

Daily Use Fee

Class A	Standard Hourly Rate
Class B	Standard Hourly Rate

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Class C Construction inspection -

Cost of improvement

\$ 0 - 30,000

30,000 - 120,000

120,001 - or more

\$ 112.00 + \$62/\$1000 Cost

\$ 1,162.00 + 27/\$1000 Cost

\$ 3,562.00 + 7/\$1000 Cost

Maintenance bond inspection -

Cost of improvement

\$ 0 - 30,000

30,001 - 120,000

120,001 - or more

\$ 69 + \$9.70/\$1000 Cost

\$ 234 + 4.20/\$1000 Cost

\$ 570 + 1.40/\$1000 Cost

Class D

Class E - One hour per non-holiday weekday of hauling

Standard Hourly Rate

Standard Hourly Rate

Special-use permit for City property or right of way \_\_\_\_\_ 50.00

Inspection fee regarding such permit \_\_\_\_\_ Standard hourly rate

Owner's right of way construction permit (less than 30 feet) \_\_\_\_\_ 50.00

Related inspections \_\_\_\_\_ Standard hourly rate

House moving permit \_\_\_\_\_ 75.00

Right of way utility construction permit \_\_\_\_\_ 50.00

Public Works construction permits fees:

A. Application review -

1. Initial review: \$174

2. Initial review in conjunction  
with another permit. \$ 93

B. Improvement plan review-

1. Engineering plans with drainage facilities: \$800

2. Engineering plans without drainage: \$213

3. Resubmittal, each occurrence - Base \$ 83

Plus per hour Standard hourly rate

4. Revision to previously approved plan \$139

C. Construction inspection -

Cost of improvement

\$ 0 - 30,000

30,000 - 120,000

120,001 - or more

\$ 112 + \$62/\$1000 Cost

\$ 1,162 + 27/\$1000 Cost

\$ 3,562 + 7/\$1000 Cost

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D. Maintenance bond inspection -

Cost of improvement

\$ 0 - 30,000

30,001 - 120,000

120,001 - or more

\$ 69 + \$9.70/\$1000 Cost

\$ 234 + 4.20/\$1000 Cost

\$ 570 + 1.40/\$1000 Cost

E. Code enforcement inspection:

Standard hourly rate

F. Inspection of electronic devices:

Standard hourly rate

Grading permits fees:

Grading permits

0 - 100 cubic yards

\$150

Grading permit plan review fees.

- A. The plan review fee shall be calculated by adding the application amounts from Tables 1 and 2; maximum plan review fee shall not exceed \$20,900.00:

TABLE 1:

<u>VOLUME</u>	<u>BASE</u>	<u>Per 100 cu. yds.</u>
101 to 3,000 cu. yds.	\$ 0.00	\$ 14.50
3,001 to 10,000 cu. yds.	\$ 144.00	\$ 9.70
10,001 to 20, cu. yds.	\$ 824.00	\$ 2.90
20,001 to 40,000 cu. yds.	\$1,244.00	\$ 0.80
40,001 to 80,000 cu. yds.	\$1,364.00	\$ 0.50
80,001 cu. yds. and more	\$1,604.00	\$ 0.20

TABLE 2:

<u>DISTRIBUTED AREA</u>	<u>BASE</u>	<u>Per 100 cu. yds.</u>
Up to 1 acre	\$ 58.00	\$ 271.40
2 to 10 acre	\$ 126.00	\$ 203.50
11 to 40 acre	\$ 966.00	\$ 119.00
41 to 120 acre	\$ 3,454.00	\$ 57.30
121 to 360 acre	\$ 7,606.00	\$ 22.70
361 acres and more	\$11,494.00	\$ 11.90

B. Plan revision fee

Each occurrence

\$ 80.00

Plus hourly rate

Standard hourly rate

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Grading permit operation monitoring fees

- A. The operation monitoring fee shall be calculated by adding the applicable amount from Annual Volume Table to an amount equal to \$80.00 per acre distributed and not rehabilitated during the monitoring period.

ANNUAL VOLUME TABLE

<u>VOLUME DEPOSITED OR REMOVED</u>	<u>BASE</u>	<u>Per 100 cu. yds.</u>
0 to 3,000 cu. yds.	\$ 0.00	\$ 33.80
3,001 to 10, cu. yds	\$ 843.00	\$ 5.70
10,001 to 20,000 cu. yds.	\$1,243.00	\$ 1.70
20,001 to 40,000 cu. yds.	\$1,423.00	\$ 0.80
40,001 to 80,000 cu. yds.	\$1,543.00	\$ 0.50
80,001 cu. yds and more	\$1,663.00	\$ 0.20

- B. Reclamation bond release inspection: \$ 93.00
- C. Reinspection of non-bonded actions: \$ 93.00

Grading permit general fee provision.

- A. Grading permit fee reduction for projects completed within one year: or 40.00%
- B. Grading permit fee reduction for projects reviewed in conjunction with building permits, subdivisions, short subdivisions or planned unit developments: or 50.00%
- C. Initial plan review fee reduction for projects reviewed within one year of unclassified use or Quarry Mining (Q-M) reclassification approval: and 90.00%
- D. Grading permit fee for permits over 100 cubic yards shall be reduced by the fee calculated from the Uniform Building Code.

Subdivision - Engineering review fees:

- A. Short subdivision
1. Plan and profile, single short plat -
- a. Single short plat \$500

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- b Two or more simultaneous applications for adjacent short plats on same plan  
 Base: \$625  
 Plus per lot: \$ 14  
 c. Supplemental plan and profile fee for drainage facilities: \$625

2. Revisions to previously approved plans: \$139  
 Plus per hour: Standard hourly rate

B. Subdivision

1. Plan and profile  
 a. 30 lots or less Base: \$1,528.00  
 Plus per lot: \$ 8.30  
 b. 31 lots or more Base: \$ 1,651.00  
 Plus per lot: \$ 4.20  
 2. Resubmittal Base: \$ 83.00  
 Plus per hour Standard hourly rate  
 3. Revisions to approved plans Base: \$ 83.00  
 Plus per hour Standard hourly rate

C. Planned Unit Development

1. Plan and profile  
 a. 30 lots or less Base: \$1,875.00  
 Plus per unit: \$ 13.90  
 b. 31 lots or more Base: \$2,085.00  
 Plus per unit: \$ 6.90  
 2. Resubmittal Base: \$ 83.00  
 Plus per hour Standard hourly rate  
 3. Revisions to approved plans Base: \$ 83.00  
 Plus per hour Standard hourly rate

D. Conceptual Binding Site Plan

1. Plan and profile Base: \$ 782.00  
 2. Resubmittal Base: \$ 83.00  
 Plus per hour Standard hourly rate  
 3. Revisions to approved plans Base: \$ 83.00  
 Plus per hour Standard hourly rate

Drainage Plan Review - Commercial:

<u>Total disturbed area</u>	<u>Amount</u>
0-1/2 site acre	\$ 800
1/2-1 site acre	\$1000
1-2 site acre	\$1600
2-5 site acre	\$3200
5-10 site acres	\$3800
More than 10 acres	\$4200

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Commercial traffic circulation review:

- |    |  |        |
|----|--|--------|
| a. | On-site review only-no right-of-way improvements | \$ 160 |
| b. | On-site and right-of-way improvements review     | \$ 480 |
| c. | Review for compliance with SEPA conditions       | \$ 160 |

**STANDARD BONDING RATE:**

The standard bonding rate is set at 150% of the cost of the work to bonded.

**TRANSPORTATION IMPACT FEES:**

Transportation Impact Fees apply to all new developments and the increase in P.M. peak trips resulting from redevelopment.

Rate per single family, residential unit:	\$ 777
Rate per P.M. peak trips	\$ 773
<u>(Ordinance NO. 94-1002)</u>	

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**Miscellaneous:**

Maps	\$ 1 Per lineal foot
Road vacation application fee	\$ 250
Road vacation processing fee	\$ 250
Related inspections and other services	Standard hourly rate
Landowner's use of excess right-of-way	12% of assessed value per year
Over-legal load permits, State fee, plus	\$ 10
Variance, Public Works - Administrative	\$200
Variance, Public Works - with a public hearing	\$814

**Building permits:**

Uniform Building Code

**Electrical Permits:**

For issuance of each permit	\$ 15
For supplemental permits	\$ 5

Single Family Dwellings

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Single Family Dwellings

3,000 square feet and under*	\$ 135
Over 3,000 square feet*	\$ 160

Additions and Remodels to Single Family Dwellings

New furnace* or change out	\$ 25
New water heater* or change out	\$ 25
One ventilation fan or residential hood	\$ 20
Two mechanical equipment/appliance items*	\$ 30
Three to five mechanical equipment/appliance items*	\$ 60
Six or more mechanical equipment/appliance items*	\$ 90
Gas piping (no equipment or appliances)	\$ 30

\*Gas piping included under these permits.

Multi-Family and Commercial

Contract Amount	Fee
\$ 250 or less	\$ 30
251 - 1,001	\$ 30 plus 4% of cost over 251
1,001 - 5,000	\$ 60 plus 1.5% of cost over 1,001
5,001 - 50,000	\$ 120 plus 1.4% of cost of 5,0001
50,001 - 250,000	\$ 750 plus 1% of cost over 50,001
250,000 - 1,000,000	\$2,750 plus .8% of cost over 250,001
1,000,001 and up	\$8,750 plus .4% of cost over 1,000,001

Permit costs include the normal plan review associated with the application.

Plan review for revisions or modifications  
(Ordinance No. 92-1033)

Standard hourly rate

Plumbing permits:

For issuance of each permit	\$ 15
For supplemental permits	\$ 5

Single Family Dwellings

Less than 3,000 square feet	\$ 135
Over 3,000 square feet	\$ 160

Additions and Remodels to Single Family Dwellings

Adding one to five fixtures	\$ 35
Adding six to ten fixtures	\$ 55
Over ten fixtures	\$ 135

Multi-Family and Commercial

Contract Amount	Fee
-----------------	-----



\$ 250 or less  
 251 - 1,001  
 1,001 - 5,000  
 5,001 - 50,000  
 50,001 - 250,000  
 250,000 - 1,000,000  
 1,000,001 and up

\$ 30  
 \$ 30 plus 4% of cost over 251  
 \$ 60 plus 1.5% of cost over 1,001  
 \$ 120 plus 1.4% of cost of 5,001  
 \$ 750 plus 1% of cost over 50,001  
 \$2,750 plus .8% of cost over 250,001  
 \$8,750 plus .4% of cost over 1,000,001

Permit costs include the normal plan review associated with the application.

Plan review for revisions or modifications

Standard hourly rate

(Ordinance No. 92-1033)

Pressure vacuum breaker or double check valve assembly

\$ 25

Reduced pressure principal back flow prevention device - each

\$ 5

Inspection service required or requested but not covered by a permit will be charged for at the same hourly

#### STANDARD HOURLY RATE:

The standard hourly rate is set at \$50.00 per hour. When inspections are required after normal business hours, the rate is increased to one and one-half times the standard hourly rate, with a four-hour minimum call back charge.

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ORDINANCE NO. 90-1023

AN ORDINANCE of the City of SeaTac relating to development permit fees; and establishing fees for building permits, grading permits, right-of-way use permits, shoreline management permits, special reviews, subdivision permits, uniform fire code permits, and zoning and land use permits.

WHEREAS, the City Council finds that adoption of a comprehensive land use plan and zoning regulations are essential to the public health, safety and welfare; and

WHEREAS, by Resolution 90-47, the City Council authorized entry into an Interlocal Agreement whereby King County provides land use application, building permit and inspection, and subdivision and short subdivision services to the City for which services King County shall collect filing and other fees, together with handling fees, in the amounts usually imposed by King County; and

WHEREAS, the City Council finds that adoption by reference of the King County development permit fees is essential to the Interlocal Agreement and to proper regulation of land uses until such time as the City has a planning staff capable of providing all such services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC DO ORDAIN  
AS FOLLOWS:

SECTION 1. Definitions.

The following sections of Chapter 27.04 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.04.010 Development permits.
- 27.04.020 Division.
- 27.04.030 Manager.

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SECTION 2. Building Permit Fees.

The following sections of Chapter 27.08 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.08.010 Building permit fees.
- 27.08.020 Building permit base fees.
- 27.08.030 Structural - valuation of construction fees.
- 27.08.040 Structural - gross area fees.
- 27.08.050 Structural - mechanical review fees.
- 27.08.060 Structural - fire protection plan review fees.
- 27.08.070 Site development fees.
- 27.08.080 Site development - construction inspection.
- 27.08.090 Building permit general fees.

SECTION 3. Grading Permit Fees.

The following sections of Chapter 27.12 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.12.010 Grading permit fee.
- 27.12.020 Grading permit plan review fees.
- 27.12.030 Grading permit operation monitoring fees.
- 27.12.040 Grading permit general provisions.

SECTION 4. Right-Of-Way Use Permits.

The following sections of Chapter 27.16 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.16.010 Right-of-way use permits.
- 27.17.020 Right-of-way permit fees.

SECTION 5. Shoreline Management Permits.

The following sections of Chapter 27.20 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.20.010 Shoreline management permit fees.
- 27.20.020 Shoreline fees.

SECTION 6. Special Review Fees.

The following sections of Chapter 27.24 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

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- 27.24.010 Special review fees.
- 27.24.020 Development permit special review fees.

**SECTION 7. Subdivision Permit Fees.**

The following sections of Chapter 27.28 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.28.010 Subdivision product permits.
- 27.28.020 Subdivision - preliminary application review fees.
- 27.28.030 Subdivision - engineering plan review fees.
- 27.28.040 Subdivision - construction inspection fees.
- 27.28.050 Subdivision - final approval fees.
- 27.28.060 Subdivision - post final fees.

**SECTION 8. Uniform Fire Code Permit Fees.**

The following sections of Chapter 27.32 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.32.010 Uniform fire code permits.
- 27.32.020 Uniform fire code permit fees.

**SECTION 9. Zoning And Land Use Permit Fees.**

The following sections of Chapter 27.36 King County Code as now in effect, and as may subsequently be amended, are hereby adopted by reference:

- 27.36.010 Zoning and land use permit fees.
- 27.36.020 Zoning fees.

**SECTION 10. Copies to be Available.**

A copy of each portion of the King County Code adopted by reference shall be authenticated and recorded by the City Clerk and not less than one (1) copy thereof shall be available in the office of the City Clerk for use and examination by the public.

**SECTION 11. Effective Date.**

This Ordinance shall take effect and shall be in full force on the City's official date of incorporation, February 28, 1990.

PASSED by the City Council at a regular meeting thereof on the  
20th day of February, 1990, and signed in authentication of its  
passage this 2nd day of February, 1990.

CITY OF SEATTLE

Frank Hansen  
FRANK HANSEN, Mayor

ATTEST:

Nacelle J. Heuslein  
Nacelle J. Heuslein, City Clerk

Approved as to Form:

Robert L. McAdams  
ROBERT L. McADAMS, City Attorney

Date of Publication: 2-25-90

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COPY

ORDINANCE NO. 96-1031

AN ORDINANCE of the City Council of the City of SeaTac,  
Washington amending the Right-of-Way Use Code.

WHEREAS, Ordinance No. 96-1022 established a Right-of-Way Use Code within  
Chapter 11.10 of the SeaTac Municipal Code; and

WHEREAS, the definition of frequent use hauling set forth at Section 11.10.080E(2) is  
flawed and would permit much frequent hauling without a requirement for the Class E permit; and

WHEREAS, the said Section should be amended to accurately reflect the intent of the  
Council; and

WHEREAS, the adoption of a fee schedule, as set forth at Section 11.10.100, should be  
allowed by motion or resolution of the Council; and

WHEREAS, the Council finds that the changes must be made effective immediately in  
order to prevent frequent use hauling which could commence at any time without a permit, and to  
avoid applications for permits which might give rise to vested rights and thus avoid the spirit and  
intent of the original Ordinance;

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

Section 1. Section 11.10.080E is hereby amended to read as follows:

E. Class E - Potential Disturbance of City Right-of-Way.

- (1) Class E permits may be issued for use of a right-of-way, for a  
period not in excess of 180 days, for those activities that have  
the potential of altering the appearance of or disturbing the

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surface or subsurface of the right-of-way on a temporary or permanent basis

- (2) Class E permits include but are not limited to.
  - (a) Frequent use hauling involving an average of six loaded vehicles per hour during any 8 hour period in one day, for two or more consecutive days, every ten (10) minutes or less over any continuous 48 hour period;
  - (b) Any hazardous waste hauling
- (3) Class E permits may be issued to a general contractor to authorize construction and fill hauling activities by the said general contractor and by subcontractors

Section 2      Section 11.10.100 of the SeaTac Municipal Code is hereby amended to read as follows

**11.10.100      Permit fees and charges.**

The fee for each permit shall be set forth in a fee schedule to be adopted by motion or resolution of the city council. Such fee schedule may include a sliding scale for indigent applicants.

A. Application Fee. A nonrefundable application fee shall be charged for each right-of-way use permit application that is accepted for processing, counter service, and record-keeping

B. Processing of Application Fee. A fee for the processing of applications may be charged. The amount of the fee shall be determined based upon the time and costs required to review, inspect, research, and coordinate the applicant's data for each permit application. The processing fee may be different depending upon the class of right-of-way use permit involved

C. Daily Use Fee. Permits may include a fee for each day (or part thereof) for use of the right-of-way. The fee will compensate the city for monitoring and inspecting the site or activity. The daily use fee may be different depending upon the class of right-of-way use permit involved

D. Reimbursement of Actual Expenses. When a permit is issued, the city may impose a charge based on the actual cost to compensate for its time and expenses. These costs may include street crews, signal crews, and police, if required to assist in the activity. A refundable deposit or other security device may also be required. Costs of damage to city property, or expense of assistance by city employees, may be deducted from the deposit, charged against the security device, or billed to the permittee directly

E. Repair and Replacement Charges. If the city should incur any costs in repairing or replacing any property as the result of the permittee's actions, the

costs of repair and replacement shall be charged to the permittee. These charges will be for the actual costs to the city.

F. Utilities shall be charged at an hourly rate for city inspections and other services pursuant to the adopted fee schedule.

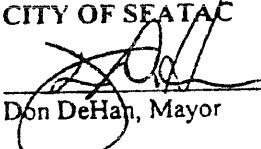
G. Waiver of Fees. Franchised utilities which must apply for permits because of city-initiated construction projects may be granted a waiver by the director of normal permit fees. This provision shall only apply to work that would not normally have been done by the utility.

Section 3. This Ordinance is necessary for the immediate preservation of public peace, health, and safety, and for the support of city government and its existing public institutions and, therefore, this Ordinance, being passed by unanimous vote of the entire Council, shall take effect and be in full force and effect upon its adoption and publication of a summary of its contents pursuant to law.

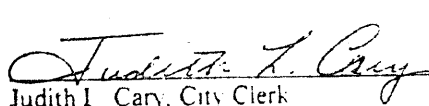
ADOPTED this 17<sup>th</sup> day of December, 1996, and signed in authentication thereof on this 17<sup>th</sup> day of December, 1996.

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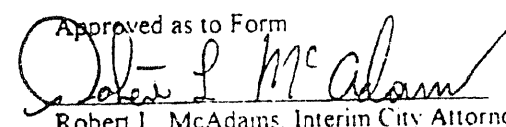
CITY OF SEATAAC

  
Don DeHann, Mayor

ATTEST

  
Judith I. Cary, City Clerk

Approved as to Form

  
Robert L. McAdams, Interim City Attorney



ORDINANCE NO. 96-1022

An Ordinance of the City Council of the City of SeaTac, Washington establishing a Right-of-Way Use Code, and repealing certain sections of the SeaTac Municipal Code

WHEREAS, Ordinance No. 90-1013, now codified as Chapter 11.05 of the SeaTac Municipal Code, authorized an Interlocal Agreement whereby King County was appointed the City's agent for road and traffic maintenance services, and

WHEREAS, the said Ordinance further adopted by reference certain provisions of the King County Code relating to use of rights-of-way for private purposes and for utility purposes, and

WHEREAS, the City Council finds that reference to King County Code provisions no longer meets the public interest in health, safety, and welfare, and that a particularized city right-of-way use code should be adopted, and

WHEREAS, Section 2 of Ordinance 93-1039, now codified as Section 11.10.010 of the SeaTac Municipal Code banned any display for sale of merchandise on City rights-of-way, and

WHEREAS, the City Council finds that a permitting system is preferable to any out-right ban on use of rights-of-way,

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

Section 1      Section 11.05.060 of the SeaTac Municipal Code and Section 6 of Ordinance No. 90-1013, Section 11.05.080 of the SeaTac Municipal Code and Section 8 of Ordinance No. 90-1013, and Section 11.05.110 of the SeaTac Municipal Code and Section 11 of Ordinance No. 90-1013 are hereby repealed

Section 2      Section 11.10.010 of the SeaTac Municipal Code and Section 2 of Ordinance No. 93-1039 are hereby repealed

Section 3      The following new sections are hereby added to Chapter 11.10 of the SeaTac Municipal Code

COPY

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11.10.020

**Short title.**

This chapter is known as and may be referred to as the "Right-of-Way Use Code"

11.10.030

**Purpose.**

It is the purpose of this chapter to provide for the issuance of right-of-way use permits in order to regulate activities within rights-of-way in the city in the interest of public health, safety, and welfare, and to provide for the fees, charges, security devices, and procedures required to administer the permit process, to include the following specific purposes

A This chapter is enacted to protect and preserve the public health, safety, and welfare. The provisions hereof shall be liberally construed for the accomplishment of these purposes

B This chapter and any procedures adopted hereunder shall not create or otherwise establish or designate a particular class or group of persons who will or should be specially protected or benefited by the terms of this chapter or procedures adopted under this chapter.

C This chapter and procedures adopted hereunder shall place the obligation of complying with the requirements of this chapter and said procedures upon the permittee, and no provision shall impose any duty upon the city, or any of its officers, employees, or agents. Nothing contained in this chapter or procedures adopted under this chapter shall be construed to create or form the basis for liability on the part of the city or its officers, employees, or agents, for any injury or damage resulting from the failure of the permittee to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter or any procedures adopted under this chapter by the city, its officers, employees, or agents

11.10.040

**Territorial application.**

This chapter and the procedures adopted under this chapter shall be in effect throughout the City, and shall include City streets designated as parts of the state highway system, but shall not include fully controlled limited access highways

11.10.050

**Definitions.**

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings

A "Citation and notice" means a written document initiating a criminal proceeding issued by an authorized peace officer in accordance with the Criminal Rules for Courts of Limited Jurisdiction

B "Department" means the department of public works

C "Directive memorandum" means a letter from the city to a right-of-way use permittee, notifying the recipient of specific nonconforming or unsafe conditions and specifying the date by which corrective action must be taken

D "Director" means the director of the department of public works

E "Franchised utilities" means utilities that have city approval to use city rights-of-way for the purpose of providing their services within the city, whether by written franchise or otherwise

F "Hazardous waste" includes any and all such materials as defined by RCW 43.200.015 (radioactive wastes) and RCW 70.105.010(5), (6), & (15) (other hazardous wastes)

G "Nonprofit" means for charitable purposes and not for monetary gain

H "Notice of violation" means a document mailed to a permittee or unauthorized

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user and posted at the site of a nonconforming or unsafe condition

I "Permit" means a document issued by the city granting permission to engage in an activity not allowed without a permit

J "Private use" means use of the public right-of-way, other than as a thoroughfare for ordinary transit of vehicles, pedestrians, or equestrians, for the benefit of a particular person or entity

K "Right-of-way" means all public streets, alleys, and property granted or reserved for, or dedicated to, public use for streets and alleys, together with public property granted or reserved for, or dedicated to, public use for walkways, sidewalks, trails, shoulders, drainage facilities, bike ways and horse trails, whether improved or unimproved, including the air rights, subsurface rights, and easements related thereto

L "Security device" means any and all types of bonds, deeds of trust, security agreements, or other similar instruments.

M "Stop work notice" means a notice posted at the site of an activity that requires all work to be stopped until the city approves continuation of work

N "Underground location service" means the underground utilities location center that will locate all underground utilities prior to an excavation

O "Unsafe condition" means any condition which the director reasonably determines is a hazard to health, or endangers the safe use of the right-of-way by the public, or does or may impair or impede the operation or functioning of any portion of the right-of-way, or which may cause damage thereto

#### 11.10.060 Powers of the director.

The director, under the supervision of the city manager, shall have the following powers

A Prepare and adopt procedures as needed to implement this chapter and to carry out the responsibilities of the department. Such procedures do not require approval of the city council to be initially implemented, however, the council may by resolution direct that procedures, guidelines, fees, or other aspects of the permitting system be amended or modified to the satisfaction of the council.

B Administer and coordinate the enforcement of this chapter and all procedures adopted under this chapter relating to the use of rights-of-way.

C Advise the city council, city manager, and other city departments on matters relating to applications for use of rights-of-way

D Carry out such other responsibilities as required by this chapter or other codes, ordinances, resolutions, or procedures of the city.

E Request the assistance of other city departments to administer and enforce this chapter, as necessary.

F Assign the responsibility for interpretation and application of specified procedures to such designees as may be deemed appropriate

#### 11.10.070 Permit requirements.

A It is unlawful for anyone to make private use of any public right-of-way without a right-of-way use permit issued by the city, or to use any right-of-way without complying with all provisions of a permit issued by the city, unless such private use falls within the designated exceptions set forth in this chapter

B General and specific permit requirements are defined in the procedures referenced in this chapter

C Additional permits for any use may be required by other city codes or

ordinances. The city does not waive its right to any right-of-way by issuance of any permit

**11.10.080 Right-of-way use permits.**

The following classes of right-of-way use permits are hereby established

**A Class A - Short Term Nonprofit**

(1) Class A permits may be issued for use of a right-of-way for 72 or less continuous hours nonprofit purposes which do not involve the physical disturbance of the right-of-way

(2) This class of use may involve disruption of pedestrian and vehicular traffic or access to private property and may require inspections, cleanup, and police surveillance. For periods longer than 72 hours these uses will be considered Class D, long-term and permanent. If any of these uses are for profit they are considered Class B.

(3) Class A permits include but are not limited to the following when for non-profit purposes

- (a) Assemblies,
- (b) Bike races,
- (c) Block parties,
- (d) Parades,
- (e) Parking,
- (f) Processions,
- (g) Nonmotorized vehicle races,
- (h) Street dances,
- (i) Street runs

**B Class B - Short term Profit**

(1) Class B permits may be issued for use of right-of-way for 72 or less hours for profit purposes which do not involve the physical disturbance of the right-of-way

(2) This class of use may involve disruption of pedestrian and vehicular traffic or access to private property and may require inspections, cleanup, and police surveillance. For periods longer than 72 hours these uses will be considered Class D, long-term and permanent

(3) Class B permits include but are not limited to the following when they are for profit purposes

- (a) Fairs,
- (b) House or other large structure moves other than those which require a Class E permit,
- (c) Temporary sale of goods,
- (d) Temporary street closures

**C Class C - Disturbance of City Right-of-way**

(1) Class C permits may be issued for use of a right-of-way, for a period not in excess of 180 days, for activities that may alter the appearance of or disturb the surface, or subsurface of the right-of-way on a temporary or permanent basis

(2) Class C permits include but are not limited to

- (a) Boring,
- (b) Culverts,
- (c) Curb cuts,
- (d) Paving,
- (e) Drainage facilities,
- (f) Driveways,
- (g) Fences.

- (h) Landscaping,
- (i) Painting,
- (j) Sidewalks,
- (k) Street trenching,
- (l) Utility installation/ repair/replacement

**D Class D - Long Term and Permanent**

(1) Class D permits may be issued for use of a right-of-way, for a period not in excess of 180 days, for activities for extended periods of time but which will not physically disturb the right-of-way

(2) The use of a right-of-way for structures, facilities, and uses that involve capital expenditures and long-term commitments of use require this type of permit

(3) Class D permits include but are not limited to

- (a) Air rights and aerial facilities,
- (b) Bus shelters and stops,
- (c) Access to construction sites and haul roads,
- (d) Loading zones,
- (e) Newspaper sale, distribution, and storage facilities,
- (f) Recycling facilities,
- (g) Sales structures,
- (h) Sidewalk cafes,
- (i) Special and unique structures, such as awnings, benches, clocks, decorations, flagpoles, fountains, kiosks, marquees, private banners, public mailboxes, and street furniture,
- (j) Underground rights,
- (k) Utility facilities,
- (l) Waste facilities,

**E Class E - Potential Disturbance of City Right-of-Way**

(1) Class E permits may be issued for use of a right-of-way, for a period not in excess of 180 days, for those activities that have the potential of altering the appearance of or disturbing the surface or subsurface of the right-of-way on a temporary or permanent basis

(2) Class E permits include but are not limited to

- (a) Frequent use hauling involving an average of one loaded vehicle every ten (10) minutes or less over any continuous 48 hour period,
- (b) Any hazardous waste hauling

(3) Class E permits may be issued to a general contractor to authorize construction and fill hauling activities by the said general contractor and by subcontractors

11.10.090

**Application and processing of permits.**

A To obtain a right-of-way use permit the applicant shall file an application with the department of public works

B Every application shall include the location of the proposed right-of-way use, a

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description of the use, the planned duration of the use, applicant contact information, and all other information which may be required as specified in the procedures adopted under this chapter, and shall be accompanied by payment of the required fees

C The director shall examine each application submitted for review and approval to determine if it complies with the applicable provisions of this chapter and procedures adopted under this chapter. Other departments that have authority over the proposed use or activity may be requested to review and approve or disapprove the application. The director may inspect the right-of-way proposed for use to determine any facts which may aid in determining whether a permit should be granted. If the director finds that the application conforms to the requirements of this chapter and procedures adopted under this chapter, that the proposed use of such right-of-way will not unduly interfere with the rights and safety of the public, and if the application has not been disapproved by a department with authority, the director shall approve the permit, and may impose such conditions thereon as are reasonably necessary to protect the public health, welfare, and safety and to mitigate any impacts resulting from the use.

D All applications for permits will be submitted at least 30 days before the planned need for the permit, or such greater period as may be reasonably required by the director. If unforeseen conditions require expedited processing the city will attempt to cooperate, but additional fees to cover additional costs to the city may be charged.

E Upon submittal of a completed application, the department shall collect from the applicant an application fee in the amount set forth in the adopted fee schedule.

#### 11.10.100

##### Permit fees and charges.

The fee for each permit shall be set forth in a fee schedule to be adopted by motion of the city council. Such fee schedule may include a sliding scale for indigent applicants.

A Application Fee A nonrefundable application fee shall be charged for each right-of-way use permit application that is accepted for processing, counter service, and record-keeping.

B Processing of Application Fee. A fee for the processing of applications may be charged. The amount of the fee shall be determined based upon the time and costs required to review, inspect, research, and coordinate the applicant's data for each permit application. The processing fee may be different depending upon the class of right-of-way use permit involved.

C Daily Use Fee Permits may include a fee for each day (or part thereof) for use of the right-of-way. The fee will compensate the city for monitoring and inspecting the site or activity. The daily use fee may be different depending upon the class of right-of-way use permit involved.

D Reimbursement of Actual Expenses When a permit is issued, the city may impose a charge based on the actual cost to compensate for its time and expenses. These costs may include street crews, signal crews, and police, if required to assist in the activity. A refundable deposit or other security device may also be required. Costs of damage to city property, or expense of assistance by city employees, may be deducted from the deposit, charged against the security device, or billed to the permittee directly.

E Repair and Replacement Charges If the city should incur any costs in repairing or replacing any property as the result of the permittee's actions, the costs of repair and replacement shall be charged to the permittee. These charges will be for the actual costs to the city.

F Utilities shall be charged at an hourly rate for city inspections and other services pursuant to the adopted fee schedule.

G Waiver of Fees Franchised utilities which must apply for permits because of city-initiated construction projects may be granted a waiver by the director of normal permit fees. This provision shall only apply to work that would not normally have been done by the utility.

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11.10.110

**Specifications.**

All work to be performed under any permit issued under this chapter shall conform to all city codes or ordinances, the current development standards of the department, and all other standards used by the city in the administration of this chapter

11.10.120

**Permit exception.**

The following exceptions shall be authorized

A A right-of-way use permit shall not be required of franchised utilities or city contractors when responding to emergencies that require work in the right-of-way, such as water or sewer main breaks, gas leaks, downed power lines, or similar emergencies, provided that the department shall be notified by the responding utility or city contractor verbally or in writing, as soon as practicable following onset of an emergency. Nothing in this chapter shall relieve a responding utility or city contractor from the requirement to obtain a right-of-way use permit after beginning emergency work in the right-of-way.

B Permits shall not be required for routine maintenance and construction work performed by city utilities and city maintenance crews, or contractors awarded contracts to perform public works projects

C Permits under this chapter shall not be required for persons using the right-of-way as pedestrians or while operating motor vehicles for routine purposes such as travel, commuting, or other personal business

11.10.130

**Revocation of permits.**

A The director may revoke or suspend any permit issued under this chapter whenever:

(1) The work does not proceed in accordance with the plans as approved, or conditions of approval, or is not in compliance with the requirements of this chapter or procedures, or other city ordinances, or state laws;

(2) The city has been denied access to investigate and inspect how the right-of-way is being used.

(3) The permittee has misrepresented a material fact in applying for a permit.

(4) The progress of the approved activity indicates that it is, or will be, inadequate to protect the public and adjoining property or the street or utilities in the street, or if any excavation or fill endangers, or appears reasonably likely to endanger, the public, the adjoining property or street, or utilities in the street

B Upon suspension or revocation of a permit, all use of the right-of-way shall cease, except as authorized by the director

C Continued activity following revocation or suspension under this section shall subject each and every violator to the maximum penalties provided by this chapter.

11.10.140

**Renewal of permits.**

Each permit shall be of a duration as specified on the permit, but not to exceed 180 days. A permit may be renewed, if requested by the permittee before expiration of the permit, provided, however, that the use or activity is progressing in a satisfactory manner as reasonably determined by the director, or designee

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**11.10.150 Performance deposits, security devices, and insurance.**

A If the director determines that there is a potential for injury, damage, or expense to the city as a result of damage to persons or property arising from an applicant's proposed use of any right-of-way, the applicant shall be required to make a cash deposit, or to provide a security device or insurance in a form acceptable to the director, or designee for the activities described in the subject permit. The amount of the deposit, security device, or insurance shall be determined by the director, or designee.

B The requirements for performance deposits, security devices, and insurance are based on considerations of permittee's prior performance, permittee's ability to pay, nature of the proposed use, costs of the activity, length of use, public safety, potential damage to right-of-way, and potential liability or expense to the city.

**11.10.160 Hold Harmless.**

As a condition to the issuance of any permit under this chapter, the permittee shall agree to defend, indemnify, and hold harmless the city, its officers, employees, and agents, from any and all suits, claims, or liabilities caused by or arising out of any use authorized by any such permit.

**11.10.170 Guarantee.**

When there is a need to ensure conformance with the city's development standards, city or state construction standards, or other requirements, the applicant shall be required to provide a guarantee of workmanship and materials for the period of one year. Such guarantee may be in the form of a cash deposit or a security device in a form and amount approved by the director. Notwithstanding the foregoing, utilities shall guarantee workmanship and materials until the next regularly scheduled overlay of the street.

**11.10.180 Inspections.**

As a condition of issuance of any permit or authorization which requires approval of the department, each applicant shall be required to consent to inspections by the department or any other appropriate city department.

**11.10.190 Correction and discontinuance of unsafe, nonconforming, or unauthorized conditions.**

A Whenever the director determines that any condition on any right-of-way is in violation of, or any right-of-way is being used contrary to any provision of this chapter or procedures adopted under this chapter or other applicable codes or standards, or without a right-of-way use permit, the director may order the correction or discontinuance of such condition or any activity causing such condition.

B The director is authorized to order correction or discontinuance of any such condition or activities following the methods specified in procedures adopted pursuant to this chapter.

C The director shall also have all powers and remedies which may be available under state law, this chapter, and procedures adopted under this chapter for securing the correction or discontinuance of any condition specified in this section.

D The director is authorized to use any or all of the following methods in ordering correction or discontinuance of any such conditions, or activities as the director determines appropriate:

(1) Service of oral or written directives to the permittee or other responsible person requesting immediate correction or discontinuance of the specified condition,



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(2) Service of a written notice of violation, ordering correction or discontinuance of a specific condition or activity within five days of notice, or such other reasonable period as the director may determine,

(3) Revocation of previously granted permits where the permittee or other responsible person has failed or refused to comply with requirements imposed or notices served,

(4) Issuance of an order to immediately stop work until authorization be received from the city to proceed with such work,

(5) Service of summons and complaint or service of a citation and notice to appear by a law enforcement officer upon the permittee or other responsible person who is in violation of this chapter or other city ordinances.

E Any object which shall occupy any right-of-way without a permit is a nuisance. The department may attach a notice to any such object stating that if it is not removed from the right-of-way within 24 hours of the date and time stated on the notice, the object may be taken into custody and stored at the owner's expense. The notice shall provide an address and phone number where additional information may be obtained. If the object is a hazard to public safety, it may be removed summarily by the city. Notice of such removal shall be thereafter given to the owner, if known. This section shall not apply to motor vehicles.

F All expenses incurred by the city in abating any violation or condition shall constitute a civil debt owing to the city jointly and severally by such persons who have been given notice or who own the object or who placed it in the right-of-way, which debt shall be collectible in the same manner as any other civil debt.

G The city shall also have all powers and remedies which may be available under law or ordinance, this chapter, and procedures adopted under this chapter for securing the correction or discontinuance of any conditions specified by the city.

#### 11.10.200 Warning and safety devices.

A Warning lights, safety devices, signs, and barricades shall be provided on all rights-of-way when at any time there might be an obstruction or hazard to vehicular or pedestrian traffic. All obstructions on rights-of-way shall have sufficient barricades and signs posted in such manner as to indicate plainly the danger involved. Warning and safety devices may be removed when the work for which the right-of-way use permit has been granted is complete and the right-of-way restored to the conditions directed by the department.

B As a condition of the issuance of any right-of-way use permit, the director or designee may require an applicant to submit a traffic detour plan showing the proposed detour routing and location and type of warning lights, safety devices, signs, and barricades intended to protect vehicular or pedestrian traffic at the site for which the right-of-way use permit is requested. If a traffic plan is required, no right-of-way use permit shall be issued until the traffic plan is approved.

C Unless otherwise specified in adopted right-of-way use procedures, the current editions of the following standards manuals shall apply to the selection, location, and installation of required warning and safety devices, provided that the director or designee may impose additional requirements if site conditions warrant such enhanced protection of pedestrian or vehicular traffic:

(1) Manual of Uniform Traffic Control Devices for Streets and Highways,

(2) Development standards of the department of public works,

(3) Part VIII, "Regulations for Use of Public Streets and Projections over Public Property," Uniform Building Code

D Any right-of-way use permit that requires a partial lane or street closure may require a certified flagperson, properly attired, or an off-duty police officer for the purpose of traffic control during the construction.

E All decisions of the director or designee shall be final in all matters pertaining to the number, type, locations, installation, and maintenance of warning and safety devices in the public right-of-way during any actual work or activity for which a duly authorized right-of-way use permit has been issued

F Any failure of a permit holder to comply with the oral or written directives of the director or designee related to the number, type, location, installation, or maintenance of warning and safety devices in the public right-of-way shall be cause for correction or discontinuance as provided in this chapter

**11.10.210 Protection of adjoining property and access.**

The permittee shall at all times and at the permittee's expense, preserve, and protect from injury adjoining property by complying with such measures as the director or designee may deem reasonably suitable for such purposes. The permittee shall at all times maintain access to all property adjoining the excavation or work site

**11.10.220 Preservation of monuments.**

The permittee shall not disturb any survey monuments or markers found on the line of excavation work until ordered to do so by the public works director. All street monuments, property corners, bench marks, and other monuments disturbed during the progress of the work shall be replaced by a licensed surveyor, at the expense of the permittee, to the satisfaction of the director or designee

**11.10.230 Protection from pollution and noise.**

The permittee shall comply with all state laws, city ordinances, and the procedures adopted hereunder by the director to protect from air and water pollution and to protect from excessive noise. The permittee shall provide for the flow of all watercourses, sewers, or drains intercepted during the excavation work and shall replace the same in as good condition as the permittee found them, or shall make such provisions for them as the public works director may direct. The permittee shall not obstruct the gutter of any street, but shall use all proper measures to provide for the free passage of surface water. The permittee shall make provision to take care of all surplus water, muck, silt, slickings, or other runoff pumped from excavations or resulting from sluicing or other operations, and shall be responsible for any damage resulting from permittee's failure to so provide

**11.10.240 Excavated material.**

All excavated material which is piled adjacent to any excavation shall be maintained in such manner so as not to endanger those working in the excavation or pedestrians or users of the right-of-way. When the confines of the area being excavated are too small to permit the piling of excavated material beside the excavation, the director shall have the authority to require the permittee to haul the excavated material to a storage site and then rehaul it to the excavation at the time of backfilling. It is the responsibility of the permittee to secure the necessary permission and make all necessary arrangements for any required storage and disposal of excavated material

**12.04.250 Backfilling.**

Backfilling in a right-of-way opened or excavated pursuant to a permit issued under the provisions of this chapter shall be compacted to a degree equivalent to that of the undisturbed ground in which the excavation was begun, unless the director determines a greater degree of compaction is necessary to produce a satisfactory result. All backfilling shall be accomplished according to city standards and specifications. All backfills shall be inspected and approved by the director or designee

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prior to any overlaying or patching

**11.10.260**

**Right-of-way restoration.**

A Permanent restoration of the right-of-way shall be made by the permittee in strict accordance with the standards and specifications of the city. Permanent restoration may include overlays of portions of the right-of-way which have been disrupted by excavation work.

B The permittee shall guarantee conformance with the city's development standards and specifications as provided at Section 11.10.170 of this Chapter. Acceptance of any excavation work or right-of-way restoration shall not prevent the city from asserting a claim against the permittee and permittee's surety under the security device required by this chapter for incomplete or defective work, if such is discovered within the period of guarantee and maintenance. The presence of the director, or designee, during the performance of any excavation work shall not relieve the permittee of any responsibility under this chapter.

**11.10.270**

**Coordination of right-of-way construction.**

The permittee, at the time of receiving a Class C right-of-way use permit, shall notify all other public and private utilities known to be using or proposing to use the same right-of-way, of the applicant's proposed construction and the proposed timing of such construction. A utility so notified may, within seven days of such notification, request of the director a delay in the commencement of any proposed construction for the purpose of coordinating other right-of-way construction with that proposed by the permittee. The director may delay the commencement date of the permittee's right-of-way construction for up to 90 days, except in emergencies, if the director finds that such delay will reduce inconvenience to city right-of-way uses and if the director finds that from construction activities and he/she finds that such delay will not create undue economic hardship on the applicant.

**11.10.280**

**Billings and collections.**

The department, jointly with the finance director, may establish administrative rules and procedures pertaining to the billing and collection of fees and charges adopted pursuant to this chapter. However, all fees shall be paid not later than 30 days following receipt of a billing statement from the city.

**11.10.290**

**Appeals.**

A decision of the director made in accordance with this chapter shall be considered a final administrative decision. A person aggrieved by such decision of the director may appeal such decision to the hearing examiner in accordance with the hearing examiner code by filing a written notice of appeal within 10 days of such decision.

**11.10.300**

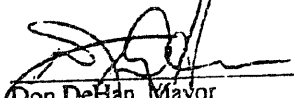
**Violation - Penalty.**

Any person or entity who violates any provision of this chapter, or the provisions of any procedures adopted hereunder, by any act of commission or omission, or who aids or abets any such violation, shall be subject to a civil penalty in the sum of \$500 per violation. Each and every day, or portion thereof, during which any violation is committed or continued shall be deemed a separate and distinct violation of this chapter.


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

ADOPTED this 24<sup>th</sup> day of September, 1996, and signed in authentication  
thereof on this 24<sup>th</sup> day of September, 1996.

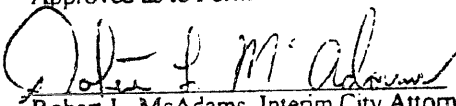
CITY OF SEATAC

  
Don DeHan, Mayor

ATTEST:

  
Judith L. Cary, City Clerk

Approved as to Form

  
Robert L. McAdams, Interim City Attorney

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## CHAPTER 15.18 GENERAL PERFORMANCE STANDARDS

### SECTIONS:

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15.18.010	General
15.18.020	Noise
15.18.030	Glare
15.18.040	Storage and Handling of Flammable Materials
15.18.050	Electrical Interference
15.18.060	Odorous Gases and Matter
15.18.070	Smoke and Particulate Matter Emissions
15.18.080	Dust, Dirt, Flyaway Ash or Airborne Solids
15.18.090	Commercial Storage
15.18.100	Toxic Gases and Matter
15.18.110	Vibration

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#### 15.18.010 General

The following performance standards specifically govern industrial, manufacturing, processing, assembly and similar type uses typically found within industrial zones. These standards may also apply to other uses and activities in other zones, which are not otherwise governed by other regulations of the SeaTac City Code.

WAC 173-60

#### 15.18.020 Noise

- A. The noise emanating from the premises of industrial activities shall be muffled so as not to contribute to existing background noise, or become objectionable to adjacent residential property owners due to intermittent beat, frequency or shrillness, and shall not exceed those standards as determined by the Washington Administrative Code as amended.
- B. Unusual noises, aside from the normal associated noises of the Sea-Tac Airport related to aircraft operations, emanating from the premises of residential or commercial use shall be muffled so as not to contribute to existing background noise, or become objectionable due to intermittent beat, frequency or shrillness, and shall not exceed those standards as determined by the Washington Administrative Code as amended.
- C. Due to the proximity of the airport facilities, residential construction shall have sound attenuated or limited as consistent with adopted Port of Seattle/FAA noise remedy programs within significant LDN contours.

**15.18.030 Glare**

Exterior lighting shall not be used in such a manner that it produces glare on public streets and neighboring property. This restriction also applies to any other non-residential zone or use adjacent to single family zones. Arc welding, acetylene torch cutting or similar processes shall be performed so as to be shielded from any adjacent properties or public roads. The glare of the torch shall not extend beyond the property line of the use (residential, commercial or industrial) creating the glare.

**15.18.040 Storage and Handling of Flammable Materials**

In terms of fire and safety hazards, the storage and handling of flammable liquids, combustible liquids, liquified petroleum gases and explosives shall comply with rules and regulations falling under the jurisdiction of the City of SeaTac, State of Washington and Federal Agencies.

Any of the above referenced tanks shall be located no closer to the property line than the greatest dimension (diameter, length or height) of the tank.

**15.18.050 Electrical Interference**

Provisions must be made for necessary shielding or other preventive measures against the interference occasioned by mechanical, electrical or nuclear equipment uses or processes with electrical apparatus in nearby buildings or land uses.

**15.18.060 Odorous Gases and Matter**

The emission of odorous gases or matter in such quantities as to be readily detectable without special instruments is prohibited at any point beyond the property line of the use creating the odor.

**15.18.070 Smoke and Particulate Matter Emissions**

No emissions shall exceed the allowances set forth by the Environmental Protection Agency, the Washington State Department of Ecology and/or the Puget Sound Air Pollution Control Agency.

**15.18.080 Dust, Dirt, Flyaway Ash, or Airborne Solids**

No observable fugitive dust, dirt, flyaway ash or other airborne solids shall be emitted from completed development, without adequate mitigation measures to prevent such situations.

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**General Performance Standards**

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**15.18.090 Commercial Storage**

Storage of animal or vegetable wastes which attract insects or rodents creates a health hazard, and shall be prohibited. No waste products shall be exposed to view, from eye level, beyond the property line of the use storing the waste.

**15.18.100 Toxic Gases and Matter**

No emissions of toxic gases or matter shall be permitted.

**15.18.110 Vibration**

Vibration which is easily discernible without special instruments at any point beyond the property line is prohibited. This shall not apply to vibration caused by highway vehicles, trains, aircraft or intermittent construction activities.

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ATTACHMENT D-4

EXCERPTS OF APPLICABLE CITY FEES ON DATE OF AGREEMENT

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RESOLUTION NO. 96-019

COPY

A RESOLUTION of the City Council of the City of SeaTac, Washington adopting a revised Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

WHEREAS, the City Council has previously adopted a schedule of license fees, permit fees and other fees and charges for City services, most recently amended by Resolution No. 95-014, and

WHEREAS, since the approval of the fee schedule pursuant to that Resolution, a number of changes have occurred which prompt revision of the Schedule of Fees; and

WHEREAS, in keeping with the City's intention to provide for fees and charges reflecting a fair measure of the costs to the City and avoiding unnecessary subsidization of those costs by the general taxpayers, it is appropriate that the Fee Schedule be periodically reviewed and amended as necessary.

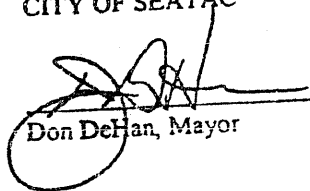
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

- Section 1      The City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services is hereby amended and readopted as set forth on the attached Exhibit "A", which is incorporated herein by this reference.
- Section 2      This Resolution shall be in full force and effect upon passage and signatures hereon

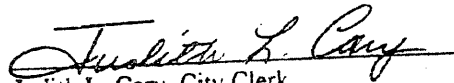
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PASSED this 17<sup>th</sup> day of December 1996 and signed in authentication  
thereof on this 17<sup>th</sup> day of December 1996.

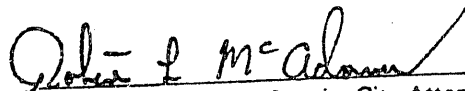
CITY OF SEATAC

  
Don DeHan, Mayor

ATTEST:

  
Judith L. Cary, City Clerk

Approved as to Form:

  
Robert L. McAdams, Interim City Attorney

9807278011

CITY OF SEATAC

SCHEDULE OF LICENSE FEES, PERMIT FEES, AND  
OTHER FEES AND CHARGES FOR CITY SERVICES

PUBLIC WORKS:

Right of Way Use Permit Fees

Application Fee

Class A	\$ 40
Class B	\$ 75
Class C Residential less than 30 feet	\$ 50
Class C	\$174
Class C in conjunction with another permit	\$ 93
Class D	\$ 50
Class E	\$174
Class E in conjunction with another permit	\$ 93

Application Processing Fee

Class A	Standard Hourly Rate
Class B	Standard Hourly Rate
Class C Residential less than 30 feet	Standard Hourly Rate
Class C with	
Engineering plans with drainage facilities	\$800
Engineering plans without drainage facilities	\$213
Resubmittal, each occurrence - base	\$ 83
Resubmittal, each occurrence - Per Hour	Standard Hourly Rate
Revision to previously approved plans	\$139
Class D	Standard Hourly Rate
Class E with	
Engineering and traffic control plans	\$250
Resubmittal, each occurrence - base	\$ 83
Resubmittal, each occurrence - Per Hour	Standard Hourly Rate
Revision to previously approved plans	\$139

Daily Use Fee

Class A	Standard Hourly Rate
Class B	Standard Hourly Rate

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Class C Construction inspection -

Cost of improvement

\$ 0 - 30,000

30,000 - 120,000

120,001 - or more

\$ 112.00 + \$62/\$1000 Cost

\$ 1,162.00 + 27/\$1000 Cost

\$ 3,562.00 + 7/\$1000 Cost

Maintenance bond inspection -

Cost of improvement

\$ 0 - 30,000

30,001 - 120,000

120,001 - or more

\$ 69 + \$9.70/\$1000 Cost

\$ 234 + 4.20/\$1000 Cost

\$ 570 + 1.40/\$1000 Cost

Standard Hourly Rate

Standard Hourly Rate

Class D

Class E - One hour per non-holiday weekday of hauling

Special use permit for City property or right of way \_\_\_\_\_ \$0.00

Inspection fee regarding such permit \_\_\_\_\_ Standard hourly rate

Owner's right of way construction permit (less than 30 feet) \_\_\_\_\_ \$0.00

Related inspections \_\_\_\_\_ Standard hourly rate

House moving permit \_\_\_\_\_ 75.00

Right of way utility construction permit \_\_\_\_\_ 50.00

Public Works construction permits fees:

A. Application review -

1. Initial review:

\$174

2. Initial review in conjunction with another permit.

\$ 93

B. Improvement plan review-

1. Engineering plans with drainage facilities:

\$800

2. Engineering plans without drainage:

\$213

3. Resubmittal, each occurrence - Base:

\$ 83

Plus per hour

Standard hourly rate

4. Revision to previously approved plan:

\$139

C. Construction inspection -

Cost of improvement

\$ 0 - 30,000

30,000 - 120,000

120,001 - or more

\$ 112 + \$62/\$1000 Cost

\$ 1,162 + 27/\$1000 Cost

\$ 3,562 + 7/\$1000 Cost

Mayor  
Don DeHan

Deputy Mayor  
Kathy Gehring

Councilmembers  
Steve Stevenson, Sr.  
Shirley Thompson  
Terry Anderson  
Frank Hansen  
Joe Brennan



17900 International Blvd., Suite 401 • SeaTac, Washington 98188-4236  
City Hall: (206)241-9100 • Fax: (206)241-3999 • TDD: (206)241-0091

City Manager  
Calvin P. Hoggard  
Assistant City Manager  
Jay Holman

City Attorney  
Robert L. McAdams

City Clerk  
Judith L. Cary

September 23, 1997

Ms. Gina Marie Lindsey  
Aviation Director  
Port of Seattle  
17801 Pacific Highway South  
Seattle, WA 98158

Dear Gina Marie:

At long last we have an Interlocal Agreement. I wish to express my gratitude to you, Charles Blood, Diane Summerhays, Troy Brown, Traci Goodwin, and other Port staff who worked so hard to bring this about. I appreciate your efforts. We would not have had the ILA without each of you.

Of course, now the substantial work is before us to make the ILA a success. We will now be undertaking a long list of projects. Among them are:

1. Cooperative planning and update of our Comprehensive plan;
2. Construction project coordination;
3. Surface water fee and basin studies;
4. Update of the Transportation Plan;
5. Westside buyout, demolition and re-use coordination;
6. Material hauling and excavation coordination;
7. The City Center study;
8. RTA coordinated planning;
9. Part 150 participation;
10. ILA Advisory Committee establishment;
11. Parking strategy development; and many others.

I believe it will be critical for us to establish good communication including a regular joint meeting schedule. I will have Marcia Rugg contact Michele of your office to see what we can set up.

Additionally, by separate letter to Mr. Dinsmore I have designated Julie Rodwell as our "contact person" as required by the ILA. She has begun to get us organized so we can fulfill the City's obligations.

Another area of importance is the parking tax. We plan to proceed as soon as practical to enact the fifty cent increase as agreed in the ILA. It is currently slated for Council action in early October. We will need to discuss any concerns you may have with this very soon.

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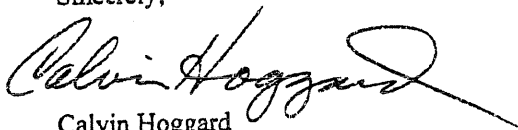
Gina Marie Lindsay  
09/23/97  
Page 2

As we discussed by telephone in the final ILA dialog, the City is satisfied with the accommodation it made through the parking tax, to address the Port's concerns about the FAA's application of diversion rules to the transportation projects. We understand that the Port will fund the interim South Access improvements (i.e., airport link North of 188<sup>th</sup> and signage) located on Airport property, and the City will fund the remainder out of parking tax revenues derived from the airport. This accommodation shifts what originally was a sole obligation of the Port partially to the City, but only on condition that the one dollar per transaction parking tax can accommodate it as well as the City's TIP.

If, for example, these shifted obligations push total TIP costs higher than the amount of revenue the City receives from parking taxes levied at the vote of one dollar/transaction, the City may decide not to forego other local projects in our TIP in order to fund the interim South Access improvements. In this case, the City will expect the Port to make up the difference from Port funds outside of the Aviation Division to ensure improvements are built. This is consistent with ILA language clarifying that Port obligations are firm, regardless of whether FAA diversion rules apply. Of course, we will first look at other options including adjustments to the parking tax, to address such a problem if it occurs as we update the Transportation Plan. If the parking tax revenues are conservatively estimated, as expressed by the Port in our discussions, then, of course, this situation would not materialize. I am also confident this is what will happen.

I look forward to working with you to make the ILA a success and a good example of airport and local municipal cooperation of which we can both be proud. It is certainly a more positive challenge we face than engaging in the adversarial alternatives. I appreciate your willingness to take up this challenge.

Sincerely,



Calvin Hoggard  
City Manager

CPH/mlr

cc: Steve Butler, Director of Planning  
Bruce Rayburn, Director of Public Works  
Julie Rodwell, Programs Manager  
Jay Holman, Assistant City Manager  
Bob McAdams, City Attorney

CPH/mlr

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Port of Seattle

January 9, 1998

Calvin Hoggard, City Manager  
City of SeaTac  
17900 International Blvd., Suite 401  
SeaTac, WA 98188-4236

Subject: Sequence for City street vacations and process for Port payment

Dear Cal:

The City / Port Interlocal Agreement (ILA) calls for the City to adopt ordinances by December 31, 1997 approving vacation of certain street rights-of-way to the Port (ILA Exhibit C ¶9.1). However, because of the need for the Port and City to develop detailed technical information to support the vacation ordinances, I understand that this deadline could not be met.

The Port proposes that the December 31, 1997 deadline be extended and that the Port and City work together to develop a sequence for street vacations. The Port has hired a licensed civil engineering firm to survey the street rights-of-way and an independent certified appraiser to determine the fair market value of the streets to be vacated. The results of this work will provide both of us with the information needed to work out a detailed process for the street vacations. From our analysis so far, the Port anticipates that the vacations will be undertaken in multiple phases as follows: 1) Streets already bounded by Port property (1 or 2 phases), 2) Streets bounded by Port and other parties' property (1 or 2 phases), and 3) Streets in the Westside acquisition area (3 to 6 phases). It appears that City approval of these phased vacations could start in the first quarter of 1998 and be completed in late 1999 or early 2000. The Port commits to provide the City no later than March 31, 1998 legal descriptions of all streets to be vacated under the ILA and applicable maps and a completed city application for street vacations.

When we negotiated the ILA, the Port recognized that Washington State law (Chapter 35 79 RCW) allows the City to require agencies such as the Port to pay compensation for vacated street rights-of-way. Based on the information available during the negotiations, the parties estimated that the value of the streets to be vacated would be about \$13.5 million total. This total is comprised of \$3.5 million for Westside streets and \$10 million for various other streets in the City (ILA Exhibit C ¶9.2). The ILA defined the \$10 million portion as funds the City would use for community relief of the Airport Master Plan improvements and that it would be paid in three installments as follows: 1) \$2 million upon the City's adoption of amendments to the City Comprehensive Plan to make the Plan consistent with the ILA and the Airport Master Plan (i.e., on or before December 31, 1997); 2) \$4 million at the earlier of the completion of the joint transportation study or December 31, 1998; and 3) \$4 million by December 31, 1999 (ILA Exhibit C ¶1.4).

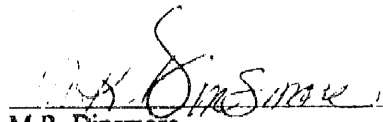
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Calvin Hoggard  
City of SeaTac  
January 9, 1998  
Page 2

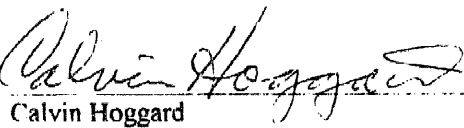
The condition for Port payment of the first \$2 million of vacated streets was fulfilled with the City Council's adoption of amendments to the City Comprehensive Plan on December 9, 1997. Because the ILA ties this payment to street vacations and based on Port and City staff discussions during the past several weeks, the Port proposes that the \$2 million, plus accrued interest, be paid to the City following the transfer of title to the Port for street rights-of-way valued at \$2 million. In the meantime, the Port has invested the \$2 million in the King County Pool and interest shall accrue beginning January 1, 1998 through the date on which the Port transfers the funds to the City. Under no circumstances shall the transfer of title and funds be delayed beyond June 30, 1998. Interest shall accrue at rates the Port actually earns on invested money. The rate for the first 60 days is 5.58%. At the end of this 60 day period, the Port will reinvest the funds (\$2 million plus interest accrued to date) in the King County Pool which is anticipated to earn rates comparable to what the City could achieve in the State of Washington Local Government Investment Pool.

The City and Port have made good progress in building our partnership under the ILA and 1998 promises to offer us many more opportunities to work together.

Sincerely,

  
\_\_\_\_\_  
M R Dinsmore  
Executive Director  
Port of Seattle

Please indicate by signing below your concurrence with the above process for Port payment and the extension of the December 31, 1997 ILA deadline for street vacations.

  
\_\_\_\_\_  
Calvin Hoggard  
City Manager  
City of SeaTac

cc: Port of Seattle Commissioners  
Gina Marie Lindsey, Burr Stewart, Troy Brown, Janice Marsters, Borgan Anderson,  
Traci Goodwin

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