



Legislation Passed June 25, 2019

The Tacoma City Council, at its regular City Council meeting of June 25, 2019, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

Resolution No. 40354

A resolution setting Monday, July 22, 2019, at 5:00 p.m., as the date for a hearing by the Hearing Examiner regarding Local Improvement District No. 7731 for the conversion of existing overhead primary electrical distribution, utilities, telephone, and cable television lines to underground along Waterview Street from North 49th Street southeasterly 4,400 feet, and along Dale Street from Waterview Street southwesterly 100 feet.

[Joseph Wilson, Transmission and Distribution Manager; Chris Robinson, Power Superintendent]

Resolution No. 40355

A resolution setting Thursday, August 22, 2019, at 9:00 a.m., as the date for a hearing by the Hearing Examiner on the request to vacate the east twelve feet of Fawcett Avenue, lying between the southerly line of South 21st Street and the northerly line of South 23rd Street, to facilitate site improvements and future development.

(North American Asset Management Group, LLC; File No. 124.1397)

[Troy Stevens, Senior Real Estate Specialist; Kurtis D. Kingsolver, P.E., Director, Public Works]

Resolution No. 40356

A resolution authorizing the execution of an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) to commit \$30,000, budgeted from the Streets Initiative Fund, towards the Tacoma to Puyallup Regional Trail Connection Route Analysis Study in association with WSDOT's Puget Sound Gateway Program.

[Josh Diekmann, P.E., Assistant Division Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

Resolution No. 40357

A resolution authorizing the execution of an Interlocal Agreement to approve the formation of the South Sound 911 Public Development Authority.

[Steve Victor, Deputy City Attorney; Bill Fosbre, City Attorney]

Resolution No. 40358

A resolution awarding a contract to Albina Holdings d.b.a. Albina Asphalt, in the amount of \$314,750.00, plus applicable taxes, plus a 25 percent contingency, for a total of \$393,437.50, budgeted from the Street and Streets Initiative Funds, for hot applied polymer modified liquid asphalt, for a one-year term, with the option to renew for five additional one-year terms, for a projected contract total of \$2,360,625.00 - Specification No. PW19-0167F.

[Rae Bailey, Street Operations Division Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

Resolution No. 40359

A resolution awarding a contract to CompuNet, in the amount of \$215,775, plus applicable taxes, budgeted from the Information Systems Fund, for an F5 BIG-IP switch and firewall module with one year of hardware and software maintenance - Washington State Contract No. 01114.

[John Lasky, Information Technology Supervisor; Daniel Key, Director, Information Technology]

Resolution No. 40360

A resolution authorizing an increase to the contract with Siemens Industry, Inc., in the amount of \$28,205.00, plus applicable taxes, plus a 10 percent contingency of \$52,503.60, for a total of \$577,539.60, budgeted from the Solid Waste Fund, to modify the wireless network, move the camera reset enclosures to ground level, and add a second thermal camera at the Recovery and Transfer Center - Cooperative Agreement with Sourcewell, Contract No. 031517-SIE.

[Shane Pettit, Assistant Division Manager; Michael P. Slevin III, P.E., Director, Environmental Services]

Resolution No. 40361

A resolution authorizing an increase to the contract with Transpo Group USA Inc., in the amount of \$96,513.60, plus applicable taxes, for a total of \$301,495.32, budgeted from the Transportation Capital Fund, for design services, to conduct a right-of-way survey, and create As-Built plans for the East Portland Avenue Safety Improvements Project, through June 30, 2020 - Specification No. PW17-0391F.

[Mazedur Hossain, P.E., Project Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

Resolution No. 40362

A resolution authorizing the execution of an amendment to the agreement with WorkForce Central, in an amount not to exceed \$250,000, budgeted from the General Fund, for a market-based interest bearing line of credit, through December 31, 2021.

[Andy Cherullo, Director, Finance]

Ordinance No. 28591

An ordinance adopting the Six-Year Comprehensive Transportation Improvement Program amended for the years 2019 and 2020-2025.

[Jennifer Kammerzell, Principal Engineer; Kurtis D. Kingsolver, P.E., Director, Public Works]

Ordinance No. 28592

An ordinance amending Title 13 of the Municipal Code, relating to the Land Use Regulatory Code, by amending various sections in Chapter 13.06, and adding a new Section 13.06.585 entitled "Joint Base Lewis McChord (JBLM) Airport Overlay Compatibility Overlay District," to establish a JBLM Airport Compatibility Overlay District.

[Larry Harala, Senior Planner; Peter Huffman, Director, Planning and Development Services]



RESOLUTION NO. 40354

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A RESOLUTION relating to the conversion of overhead utilities to underground; setting Monday, July 22, 2019, at 5:00 p.m., as the date for a hearing before the City of Tacoma Hearing Examiner to consider the construction of certain improvements and to form Local Improvement District No. 7731 in order to provide long-term financing for the improvements.

WHEREAS the City has received Advisory Survey No. 8596, having received the consent of a majority of property the owners for the conversion of the existing overhead electrical primary, telephone, and cable television lines to underground along:

Waterview Street from North 49th Street southeasterly 4,400 feet, more or less, also along Dale Street from Waterview Street southwesterly 100 feet, more or less.

WHEREAS the real property to be benefited by the improvements, and which will constitute Local Improvement District No. 7731, is described as follows:

Those portions of the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter, all in Section 24, Township 21 North, Range 02 East, W.M., also the Northeast Quarter of the Northeast Quarter and Northwest Quarter of the Northeast Quarter, all in Section 25, Township 21 North, Range 02 East, W.M. described as follows:

Platted Property:

Lots 1 through 10, Blocks 5 and 6; Lots 3 through 10, Block 4; Lots 4 through 10, Block 3; Mason's Shoreline Addition to Tacoma, W.T., as per plat recorded in Volume 1, Page 108, filed August 8, 1887, records of Pierce County Auditor, situate in the City of Tacoma, County of Pierce, State of Washington.

Together with the Easterly 15 feet of vacated Herriott Street abutting Lot 10, Block 3 and Westerly 15 feet of vacated Herriott Street abutting Lot 1, Block 4 of said Mason's Shoreline Addition to Tacoma, W.T., per City of Tacoma Ordinance No. 19939.



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Together with the Westerly 40 feet of vacated Sheridan Street (aka Herriott Street) abutting Lot 1, Block 4 of said Mason's Shoreline Addition to Tacoma, W.T., per City of Tacoma Ordinance No. 28325 recorded under Recording Number 201603311118, records of Pierce County Auditor, except the Westerly 15 feet vacated per City of Tacoma Ordinance No. 19939.

Together with the Easterly 40 feet of vacated Sheridan Street (aka Herriott Street) abutting Lot 10, Block 3 of said Mason's Shoreline Addition to Tacoma, W.T., per City of Tacoma Ordinance No. 28325 recorded under Recording Number 201603311118, records of Pierce County Auditor, except the Easterly 15 feet vacated per City of Tacoma Ordinance No. 19939.

Also, a vacated strip of land lying within the south half of Section 24, Township 21 North, Range 02 East, W.M; described as the Southwesterly 40 feet of the 120 feet wide Waterview Street said strip lying Southeasterly of the prolongation of the northerly line of Lot 2, Block 4 of said Mason's Shoreline Addition to Tacoma, W.T., and lying Northerly of the center line Morrison Street, per City of Tacoma Ordinance No. 28325, recorded under Recording Number 201603311118, records of Pierce County Auditor.

Parcels 'A' and 'B', Boundary Line Revision LU16-0127, situate in the City of Tacoma, County of Pierce, State of Washington recorded under Recording No. 201704115011, records of Pierce County, Washington.

Together with the North half of vacated alley, abutting Lots 1 and 2, Block 4, of said Mason's Shoreline Addition to Tacoma, W.T., per City of Tacoma Ordinance No. 28325.

Lots 1 through 12, Block 7, Lots 1 through 16, Block 8 of Woodruff's Second Addition to Tacoma, Pierce County, W.T., as per plat recorded in Volume 3, Page 61, filed August 2, 1889, records of Pierce County Auditor, situate in the City of Tacoma, County of Pierce, State of Washington.



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Together with the East half of vacated North Stevens Street, abutting Lots 1 through 12, Block 7 of said Woodruff's Second Addition to Tacoma, Pierce County, W.T., per City of Tacoma Ordinance No. 10431.

Also, the north half of vacated North 46th Street (aka Water Street and First Street) as shown on the plat of Hill's Addition to the City of Tacoma, Pierce County, W.T., as per plat recorded in Volume 1, Page 19, filed December 1, 1873, records of Pierce County Auditor, situate in the City of Tacoma, County of Pierce, State of Washington, more particularly described as follows:

Beginning at the Northeast Corner of Block 1 of said Hill's Addition to the City of Tacoma, Pierce County, W.T.; thence North 59°44'25" West along the North line of said Block 1, a distance of 193.09 feet to a point on a non-tangent curve to the left having a radius of 455 feet, from which the center bears South 50°53'19" West; thence Northwesterly along said curve, through a central angle of 07°03'11", an arc length of 56.01 feet; thence North 46°09'51" West, 56.57 feet to the South line of Block 7; of said Woodruff's Second Addition to Tacoma, Pierce County, W.T.; thence South 89°44'25" East, along the South line of Blocks 7 and 8, a distance of 320.61 feet to the Southeast corner of Block 8 of said Woodruff's Second Addition to Tacoma, Pierce County, W.T.; thence South 38°57'28" East, a distance of 51.08 feet to the center line of said North 46th Street; thence South 89°29'30" West, along said center line a distance of 40.78 feet to the Easterly Margin of North Mason Avenue; thence South 00°03'09" West, along said Margin 40 feet; thence North 59°44'25" West, 40 feet to the Point of Beginning, per said City of Tacoma Ordinance No. 28325,

Lots 1 and 2, Block 10, Lots 1 through 5, Block 9, Lots 1 through 10, Block 8, Lots 1 through 10, Block 6 of Mason's Water Front Addition to Tacoma W.T., as per plat recorded in Volume 1, Page 98, filed June 21, 1886, records of Pierce County Auditor, situate in the City of Tacoma, County of Pierce, State of Washington.

Together with the Northerly half of vacated Morrison Street, abutting Block 10 of said Mason's Water Front Addition to Tacoma W.T., lying easterly of the East Right-of-Way line of Mason Avenue and Westerly of the most Westerly 40 feet of



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Waterview Street Right-of-Way line of said Mason's Water Front Addition to Tacoma W.T., per City of Tacoma Ordinance No. 28325.

Also, the Easterly half of vacated Morrison Street and the Northeasterly half of vacated alley abutting Block 9 of said Mason's Water Front Addition to Tacoma W.T., per City of Tacoma Ordinance No.15259.

Also, the Southeasterly half of vacated North 42nd Street lying between the centerline of the alley between Blocks 6 and 14 of said Mason's Water Front Addition to Tacoma W.T., and the Westerly margin of Waterview Street, per City of Tacoma Ordinance No. 16922.

Also, the Northeasterly half of the vacated alley abutting Block 6 of said Mason's Water Front Addition to Tacoma W.T., lying between North 42nd Street and McIntosh Street per City of Tacoma Ordinance No. 15846.

Also, vacated McIntosh Street lying Westerly of the West line of Waterview Street and abutting Lot 1, Block 6 of said Mason's Water Front Addition to Tacoma W.T., and the centerline of the alley between Blocks 6 and 14, of said Mason's Water Front Addition to Tacoma W.T., per City of Tacoma Ordinance No. 18104.

Parcels 'A', 'B' and 'C' Boundary Line Revision 40000032853, situate in the City of Tacoma, County of Pierce, State of Washington recorded under Recording No. 200410275004, records of Pierce County, Washington.

Lots 1 through 10, Block 17, Lots 5 through 9, Block 13, Lots 1 through 8, Block 12, and Lots 5 through 10, Block 7 of Wallaces Addition to Tacoma City, W.T., as per plat recorded in Volume 1, Page 61, filed July 11, 1883, records of Pierce County Auditor; situate in the City of Tacoma, County of Pierce, State of Washington.

Together with the vacated Southwesterly 20 feet of Waterview Street lying between the Southeasterly line of McIntosh Street and a line 10 feet Northwesterly of the Southeasterly line of Dale Street, within the Northeast Quarter of Section 25, Township 21 North, Range 02 East, W.M., per City of Tacoma Ordinance No. 17956.



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Also, the vacated alley abutting Blocks 17 and 18, of said Wallaces Addition to Tacoma City, W.T., per said City of Tacoma Ordinance No. 17956.

Also that portion of vacated Dale Street lying northerly of the following described line; Beginning at the most northerly corner of Block 12 of said Wallaces Addition to Tacoma City, W.T.; thence northwesterly along the extended Northeasterly line of said Block 12 a distance of 10 feet to the True Point of Beginning; thence through an angle to the left of 90° a distance of 80 feet; thence through an angle to the right of 90° a distance of 20 feet; thence Southwesterly through an angle to the left of 90° a distance of 20 feet; thence Northwesterly through an angle to the right of 90° a distance of 50 feet to the Northeast corner of Lot 1, Block 18 of said Wallaces Addition to Tacoma City, W.T., vacated per said City of Tacoma Ordinance No. 17956.

Unplatted Property:

That portion of the Northwest Quarter of the Northeast Quarter of Section 25, Township 21 North, Range 02 East, W.M., more particularly described as that portion lying between a line parallel with and 120 feet Westerly from the Northeasterly line of vacated portion of Waterview Street and said Northeasterly line of vacated portion of Waterview Street from the Southerly margin of said Mason's Water Front Addition to Tacoma W.T. to the Westerly margin of said Wallaces Addition to Tacoma City, W.T;

and

WHEREAS the estimated cost of the improvements described above is \$1,377,175.28, except the sum of \$93,653, pursuant to Tacoma Public Utility Customer Service Policies adopted by Resolution No. U-39985, with the balance assessed against property benefitted by the improvements, and



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WHEREAS the actual assessments may vary from assessment estimates, so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property, and

WHEREAS, pursuant to RCW 35.43.125, a public hearing shall be held on the creation of a proposed L.I.D. that is initiated by Advisory Survey No. 8596;

Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That Monday, July 22, 2019, at 5:00 p.m., is hereby fixed as the date and time, and the Council Chambers on the first floor of the Tacoma Municipal Building, 747 Market Street, in the City of Tacoma, as the place when and where said request will be heard by the Hearing Examiner and that all persons who may desire to object to the formation of the Local Improvement District shall do so in writing and file such remonstrance with the City Clerk before 5:00 p.m. on Monday, July 22, 2019, or shall appear and present their objections at the hearing before the Hearings Examiner of the City of Tacoma and that his recommendations thereafter transmitted to the Council of the City of Tacoma.

Section 2. That the Department of Public Works shall give proper notice of the time and place of said hearing by mail at least 15 days before the date set for the hearing to the owners or reputed owners of all lots, tracts, and parcels of land or other property to be specially benefitted by the proposed improvements,



1 as shown on the rolls of the county assessor, directed to the address shown
 2 thereon, as required by law.

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 4 Adopted _____

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 6 _____
 Mayor

7 Attest:
 8 _____
 9 City Clerk

10 Approved as to form: _____ Property description approved:

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 12 _____
 Deputy City Attorney _____
 Chief Surveyor
 13 Public Works Department

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 15 Requested by Public Utility Board
 Resolution No. U-11087

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RESOLUTION NO. 40355

1 A RESOLUTION relating to the vacation of City right-of-way; setting Thursday,
2 August 22, 2019, at 9:00 a.m., as the date for a hearing before the City of
3 Tacoma Hearing Examiner on the petition of North American Asset
4 Management Group, LLC, to vacate the east 12 feet of Fawcett Avenue,
5 lying between the southerly line of South 21st Street and the northerly line
6 of South 23rd Street, for the purpose of facilitating site improvements and
7 future development.

8 WHEREAS North American Asset Management Group, LLC, having
9 received the consent of the owners of more than two-thirds of the properties
10 abutting the east 12 feet of Fawcett Avenue, lying between the southerly line of
11 South 21st Street and the northerly line of South 23rd Street, has petitioned for
12 the vacation of the following legally described right-of-way area:

13 A portion of the Northeast quarter of the Northeast quarter of
14 Section 8 and of the Northwest quarter of the Northwest quarter
15 of Section 9, all in Township 20 North, Range 3 East, Willamette
16 Meridian, Pierce County, Washington, more particularly
17 described as follows:

18 The Easterly 12 feet of Fawcett Avenue lying northerly of the
19 northerly margin of South 23rd Street and southerly of the
20 southerly margin of South 21st Street.

21 Situate in the City of Tacoma, County of Pierce, State of
22 Washington;

23 Now, Therefore,

24 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

25 Section 1. That Thursday, August 22, 2019, at 9:00 a.m., is hereby fixed
26 as the date and time, and the Council Chambers on the first floor of the
Tacoma Municipal Building, 747 Market Street, in the City of Tacoma, as the
place when and where the request of North American Asset Management



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Group, LLC to vacate the east 12 feet of Fawcett Avenue, lying between the southerly line of South 21st Street and the northerly line of South 23rd Street, will be heard by the Hearing Examiner and his recommendations thereafter transmitted to the Council of the City of Tacoma.

Section 2. That the Clerk of the City of Tacoma shall give proper notice of the time and place of said hearing.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

Property description approved:

Chief Surveyor
Public Works Department

Location: The east 12 feet of Fawcett Avenue, lying between the southerly line of South 21st Street and the northerly line of South 23rd Street
Petitioner: North American Asset Management Group, LLC
File No.: 124.1397



RESOLUTION NO. 40356

1 A RESOLUTION relating to public works; authorizing the execution of an Interlocal
2 Agreement with the Washington State Department of Transportation
3 (“WSDOT”) to commit \$30,000, budgeted from the Streets Initiative Fund,
4 towards the Tacoma to Puyallup Regional Trail Connection Route Analysis
5 Study in association with WSDOT’s Puget Sound Gateway Program.

6 WHEREAS there are currently no safe routes between downtown Tacoma
7 and downtown Puyallup for people traveling on foot or by bicycle, and

8 WHEREAS in 2018, in an effort to promote safe travel, a coalition of
9 agencies joined together to promote a several-mile-long bicycle and pedestrian
10 corridor between Tacoma and Puyallup, which would be physically separated from
11 automobile traffic, to provide access to jobs, schools, parks, housing, and transit
12 centers, and

13 WHEREAS the agencies, including the Puyallup Tribe of Indians; Pierce
14 County; Metro Parks Tacoma; the cities of Tacoma, Puyallup, and Fife; and
15 Washington State Department of Transportation (“WSDOT”), agreed to participate
16 in and fund a trail route analysis study looking at three potential conceptual
17 alignments, which was memorialized in March 2019 pursuant to a Letter of
18 Understanding, and

19 WHEREAS the Tacoma to Puyallup Regional Trail Connection Route
20 Analysis Study, which is anticipated to be completed by the end of 2019 and cost
21 approximately \$180,000, will be led by Puget Sound’s Gateway Program SR 167
22 Completion Project, and
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WHEREAS the City’s contribution of \$30,000, budgeted from the Streets Initiative Fund, will be used to support the hiring of a consulting firm, managed by the WSDOT, to conduct the feasibility study, and

WHEREAS the interlocal agreement will commit the funds identified in the Letter of Understanding and will define the roles and responsibilities between the parties for delivery of the study; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to enter into an Interlocal Agreement with the Washington State Department of Transportation (“WSDOT”) to commit \$30,000, budgeted from the Streets Initiative Fund, towards the Tacoma to Puyallup Regional Trail Connection Route Analysis Study in association with WSDOT’s Puget Sound Gateway Program, said document to be substantially in the form of the interlocal agreement on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



RESOLUTION NO. 40357

1 A RESOLUTION relating to public safety; authorizing the execution of an interlocal
2 agreement regarding South Sound 911; approving the formation of the
3 South Sound 911 public development authority by the City of Tacoma; and
4 approving other matters related thereto.

5 WHEREAS the City is a party to the Interlocal Agreement for
6 Communications Services among the parties thereto (the "Original Interlocal
7 Agreement"), which created an emergency communications joint operations
8 agency pursuant to its terms and the terms of chapter 39.34 of the Revised Code
9 of Washington ("RCW") (the "Interlocal Cooperation Act") known as South
10 Sound 911 (the "Interlocal Agency"), and

11 WHEREAS the purpose of the Interlocal Agency is to serve as a
12 consolidated entity to provide public safety communications services to Pierce
13 County and the cities, fire protection districts, and other entities within Pierce
14 County, and

15 WHEREAS, after due consideration, the parties to the Original Interlocal
16 Agreement have determined that it would be in the best interest of the public and
17 the parties thereto for the Interlocal Agency to be effectively reorganized as a public
18 development authority chartered under the provisions of chapter 35.21 RCW, and

19 WHEREAS the City of Tacoma is requested to charter the public
20 development authority that will assume the rights and responsibilities of the
21 Interlocal Agency, and
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1 WHEREAS, after the transition of operations, employees, and services from
2 the Interlocal Agency to the new public development authority, the Interlocal
3 Agency will be dissolved, and

4 WHEREAS the Tacoma City Council now desires to approve an Interlocal
5 Agreement Regarding South Sound 911 and related documents to facilitate the
6 effective reorganization and subsequent dissolution as set forth herein; Now,
7 Therefore,

8 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

9 Section 1. Approval; Execution. The City Council hereby approves the
10 Interlocal Agreement Regarding South Sound 911 (the "Agreement," a.k.a.
11 Charter of South Sound 911 Public Authority), in substantially the form attached
12 hereto as Exhibit "A" and incorporated herein by this reference. The City
13 Manager is hereby authorized and directed to execute, on behalf of the City of
14 Tacoma, such Agreement with such changes as determined to be appropriate
15 by the City Manager and in the best interest of the City.
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18 Section 2. Approval of Charter. The City Council further approves (a) the
19 chartering of the public development authority (the "Authority") by the City of
20 Tacoma pursuant to the terms of its proposed charter, a form of which is attached
21 as an exhibit to the Agreement; and (b) the transfer of all assets, rights, and
22 responsibilities of the Interlocal Agency to the Authority as contemplated by the
23 Agreement and the charter of the Authority.
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25 Section 3. Further Authority; Ratification. The City Manager and her agents
26 and representatives are hereby authorized and directed to undertake all action



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necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

EXHIBIT "A"

**CHARTER
OF
SOUTH SOUND 911 PUBLIC AUTHORITY**

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**CHARTER
OF
SOUTH SOUND 911 PUBLIC AUTHORITY**

ARTICLE I

NAME AND SEAL

The name of this corporation shall be the “SOUTH SOUND 911 PUBLIC AUTHORITY”, d/b/a/ “South Sound 911” (referred to herein as the “Authority” or “South Sound 911”). The corporate seal of the Authority shall be a circle with its name and the word “SEAL” inscribed therein.

ARTICLE II

AUTHORITY FOR SOUTH SOUND 911: LIMIT ON LIABILITY

Section 1. Authority.

The Authority is a public corporation organized pursuant to Ordinance No. _____ of the City of Tacoma, Washington (the “City”) adopted on _____, 2019, as existing or as hereinafter amended (the “Enabling Ordinance”), and pursuant to the Revised Code of Washington (“RCW”) 35.21.730 through 35.21.755, as the same now exists or may hereafter be amended, or any successor act or acts.

The Authority is formed at the request of Pierce County (the “County”), the City of Lakewood (“Lakewood”), the City of Fife (“Fife”), the City of Puyallup (“Puyallup”), and Pierce County Fire Protection District No. 3 (~~West~~ Pierce Fire & Rescue) (“West Pierce Fire” and together with the City, the “Parties”). As further stated herein and in the Enabling Ordinance, the purpose of the Authority is to assume the rights and responsibilities of and to otherwise serve as the successor to the emergency communications joint operations agency known as South Sound 911 (the “Interlocal Agency”) formed pursuant to an Interlocal Agreement for Communications Services among the Parties, as amended (the “Original ILA”), and chapter 39.34 of the Revised Code of Washington (“RCW”) (the “Interlocal Cooperation Act”).

Parties to the Original ILA agreed that the Authority shall assume all of the real and personal property and any and all other equipment, technology, assets and/or funds of Interlocal Agency, and all contracts, obligations, operations, functions, employees and powers previously held by the Interlocal Agency.

Section 2. Limitation on Liability.

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the City or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such public or private entity or agency.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority’s principal and other offices. It shall also be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority. Failure to display, print or stamp the statement required by this Section shall not be taken as creating any liability for any entity other than the Authority.

South Sound 911 is organized pursuant to Ordinance No. ___ of the City of Tacoma, Washington adopted on _____, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by South Sound 911 shall be satisfied exclusively from the assets and properties of South Sound 911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of South Sound 911 unless explicitly agreed to in writing by such public or private entity or agency.

RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

Any Contract Agency (as defined below) may, by ordinance, resolution or contract or pursuant to interlocal agreement, agree to pay (on a contingent basis or otherwise), all or any portion of the obligations of the Authority; however, (1) no Contract Agency shall be obligated beyond the proportion or sum specified by ordinance, resolution, contract or agreement, and (2) no Contract Agency shall be obligated, directly or indirectly for the obligations of any other Contract Agency.

ARTICLE III

DURATION OF AUTHORITY

The duration of this corporation shall be perpetual.

ARTICLE IV

PURPOSE OF AUTHORITY

The purpose of the Authority is to provide an independent legal entity under RCW 35.21.730-.755 and the Enabling Ordinance for the purposes of:

1. Serving as the successor to and providing services previously provided by the Interlocal Agency, including but not limited to the following:

a. Communication services (“Communication Services”), including 24-hour dispatch for law enforcement and fire agencies, radio system operations, and other communication services as approved by the Board (as defined herein).

b. Agency support services (“Support Services”), including law enforcement records, firearm licensing, fingerprinting, and any other agency support services approved by the Board.

Communication Services and Support Services shall be provided to agencies that contract with the Authority from time to time for such services (referred to herein as “Contract Agencies”), which may include but are not limited to, municipal corporations, public agencies, fire districts, state agencies and departments, federal agencies and departments, public development authorities, interlocal entities, regional fire protection service authorities and nonprofit corporations.

2. Serving as a public safety answering point for the benefit of the Contract Agencies.

3. For the purpose of receiving the same immunities or exemptions from taxation as that of the City, the Authority constitutes a public agency and creation of the City (within the meaning of Article VII, Section I of the Constitution of the State of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”).

4. Providing such other services as determined to be necessary to implement the Enabling Ordinance.

ARTICLE V

POWERS OF AUTHORITY

Except as otherwise limited by Washington State law, the Authority shall have all powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized functions, including without limitation the power to:

1. Own, lease, acquire, dispose of, exchange and sell real and personal property;

2. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, any agency of the State of Washington (the “State”) or its political subdivisions, any Contract Agency, any Indian Tribe, and the United States or any agency or department thereof;

3. Provide for, carry out, and implement the successful transition of the Interlocal Entity to the Authority, including but not limited to, entering into agreements with the County and/or the State for the purpose of receiving the sales and use tax authorized by

RCW 82.14.420 and approved by an affirmative vote of the qualified electorate in the County on November 8, 2011 for the purpose of providing funds for emergency communications systems and facilities (the “Sales and Use Tax”) and enhanced 911 excise taxes, and accepting fees and assessments as consideration for Communication Services, Support Services and other services;

4. Contract with one or more of the Contract Agencies, and/or other entities from time to time to accomplish the purposes of the Authority, including but not limited to agreements for the management and operation of the Authority; agreements to provide Communication Services and/or Support Services to Contract Agencies (“Service Agreements”); and agreements for the transfer of assets, equipment, and intellectual property used by any such parties. Unless otherwise approved by the Board, Service Agreements shall provide that the agreement may be terminated by the Contract Agency only upon receipt of prior written notice of termination by the Contract Agency to the Board by September 1 of any year, to be effective at the end of the following calendar year;

5. Establish rates, charges and/or fees for providing Communication Services, Support Services and other services to Contract Agencies and as necessary from time to time.

6. Hold, review, renew and update FCC licenses held by the Authority and assist with reviewing, renewing and updating FCC licenses held by Contract Agencies, upon request;

7. Provide and implement such municipal services and functions as needed to carry on the functions and responsibilities of the Interlocal Agency;

8. Transfer any funds, real or personal property, property interests, or services, with or without consideration;

9. Receive and administer property, funds, goods, or services for any lawful public purpose;

10. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

11. Secure public or private financial assistance for Authority projects and activities;

12. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;

13. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
14. Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;
15. Control the use and disposition of corporate property, assets, and credit;
16. Invest and reinvest its funds;
17. Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law;
18. Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with the Enabling Ordinance, this Charter and the Authority's bylaws (the "Bylaws"); designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
19. Exercise any power granted to the Authority under the Enabling Ordinance and any other applicable ordinance, except as expressly limited by the terms of this Charter;
20. Issue bonds, notes, and other evidences of indebtedness, including for refunding purposes, from time to time;
21. Sue or be sued;
22. Do anything a natural person may do; and
23. Exercise and enjoy such additional powers as may be authorized by law.

ARTICLE VI

LIMITS ON POWERS

The Authority in all activities and transactions shall be limited in the following respects:

1. The Authority shall have no power of eminent domain nor any power to levy taxes.
2. The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, resources, or credit of the City or any other public or private entity, unless otherwise explicitly agreed to in writing by such entity.

3. Except as otherwise provided by law, no funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity.

4. All funds, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Charter. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable as such to, members of the hereinafter defined Board (“Board Members”), officers or other private persons, except that the Authority is authorized and empowered to:

a. Reimburse Board Members, employees and others performing services for the Authority reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;

b. Assist Board Members or employees as members of a general class of persons to be assisted by a corporate-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such Board Members or employees by reason of his or her status or position in the Authority;

c. To the extent permitted by law, defend and indemnify any current or former Board Member or employees as provided herein;

d. Purchase insurance to protect and hold personally harmless any current or former Board Member or employee and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, of duties for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Board Members, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

e. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority’s transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

5. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Board Members or employees or otherwise engage in business for private gain.

ARTICLE VII

ORGANIZATION

Section 1. Governing Board.

The management of all the Authority affairs shall reside in the Governing Board (the “Board”). The Board of the Authority shall be composed of 11 members, including eight Board Members appointed by city and county Contract Agencies, and three members appointed by fire district Contract Agencies.

For purposes of this Charter, “fire district” Contract Agencies include municipal corporations formed as fire districts or regional fire authorities under State law and a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW.

Board Members shall be selected by the legislative body of the appointing authority or authorities to which a Board position is allocated, unless local rules or processes dictate a different person or process for making appointments, in which case those processes shall apply.

The city and county Contract Agencies shall be allocated eight Board seats as follows:

1. The two city and county Contract Agencies with the largest annual assessment charged to each Contract Agency by the Authority attributable to the provision of Communications Services (“Communications Assessment”) among all city and county Contract Agencies in the most recently approved annual budget approved by the Board to fund the Authority operations (the “Budget”) shall each be allocated two seats. Communications Assessments are intended to be a subset of the overall range of assessments and/or fees that the Authority may impose. For the sake of clarification, for instance, technology assessments are not included in the definition of Communications Assessment. As used herein, “Assessment” includes the annual charges to Contract Agencies for services provided by the Authority, calculated in accordance with a formula (the “Assessment Formula”) approved from time to time by the Board.

2. The city and county Contract Agencies with the third and fourth largest Communications Assessment among all city and county Contract Agencies in the most recently approved Budget shall each be allocated one seat.

3. The city and county Contract Agencies with the fifth, sixth and seventh largest Communications Assessment among all city and county Contract Agencies in the most recently

approved Budget shall be allocated two seats to share and shall vote on behalf of and represent all other city Contract Agencies with smaller Communications Assessments.

The Fire District Contract Agencies shall be allocated three Board seats as follows:

1. The two fire district Contract Agencies with the largest Communications Assessment in the most recently approved Budget shall each be allocated one seat.

2. All other fire district Contract Agencies shall share one seat to be appointed by the Pierce County Fire Commissioner’s Association; provided, however, the appointee may not be employed by a jurisdiction with a separate Board appointee.

A member of the Board must be an elected official from the Contract Agency to which the Board seat is allocated, and may only serve for such a time that he or she is duly appointed and acting in the capacity they represent.

The following chart is intended to illustrate the Board composition described above:

Relative size of most recent approved Communications Assessment	# of Board Seats	Appointing Authority
As among City and County Contract Agencies		
1 st largest communications assessment	2	City or County Council
2 nd Largest communications assessment	2	City or County Council
3 rd largest communications assessment	1	City or County Council
4 th largest communication assessment	1	City or County Council
5 th , 6 th and 7 th largest communications assessments	2	City Councils of the three jurisdictions, by joint resolution
As among Fire District Contract Agencies		
1 st largest communications assessments	1	Board of Fire Commissioners
2 nd largest communications assessment	1	Board of Fire Commissioners
All Fire District Contract Agencies with small communications assessments	1	Pierce County Fire Commissioners Association Board

Section 2. Tenure of Board Members.

Board Members shall be appointed for three-year terms. There shall be no restriction on Board Members serving successive terms. The initial Board members confirmed by the Enabling Ordinance shall serve through February 2022. Board member appointments shall be made by appointing jurisdictions no later than February 15 of the year in which a new Board will be seated.

The Director shall issue notice to all Contract Agencies by October 15 of the year preceding appointment of the next slate of Board members, setting forth the ranking of member agencies in terms of the most recently approved Communications Assessments for the purpose of confirming which Contract Agencies have appointment authority for the upcoming Board appointments. The

initial Board will be seated based on appointments submitted in advance by the legislative body of each appointing authority (city, county, fire district, and the Pierce County Fire Commissioner's Association).

Section 3. Alternates.

The legislative body of each Contract Agency, group of Contract Agencies or agency (Pierce County Fire Commissioner's Association) appointing a Board member shall also appoint an alternate ("Alternate") to serve in the absence of each such appointed Board Member. An Alternate must be an elected official from the Contract Agency(s) to which the Board seat is allocated or may alternately be any individual with the following qualifications from such appointing Contract Agency(s): chief executive officer; chief administrative officer; chief law enforcement officer or fire chief from the appointing jurisdiction(s) or a person directly reporting to such individuals. An Alternate may only serve for such time that he or she is duly appointed and acting in a qualified capacity as described in this Section. Policies regarding Alternates and attendance at meetings shall be provided for in the operating policies and/or Bylaws of the Board.

Section 4. Vacancy on the Governing Board.

A vacancy or vacancies on the Board shall be deemed to exist in case of the death, disability, resignation, removal, or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of a Board Member shall be filled for the unexpired term as soon as possible in the same manner as initial appointments.

Section 5. Quorum.

At all meetings of the Board, a quorum of the Board must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Board members in number, excluding any Board member whose voting rights have been suspended due to delinquency in payment of assessments, or who has given notice of withdrawal or has been terminated as a member by vote of the Board.

Section 6. Voting Requirements.

The Board shall strive to operate by consensus. Each individual member of the Board shall be a voting member and shall have one vote, except on Supermajority Vote items. All Board decisions on items not listed in Section 7 below require a Simple Majority Vote for approval, defined as not less than a majority of the Board members present and voting.

A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballots is allowed. Voting by a designated Alternate is not considered a vote by proxy. A Board Member representing a Contract Agency that has given notice of an intent to terminate its Service Contract with the Authority or whose Service Contract been terminated by vote of the Board shall be authorized to cast votes only on budget items to be implemented prior to the Service Contract termination date.

Section 7. Supermajority Votes.

The following Board decisions must be approved by a Supermajority Vote of Board Members: (1) issuance of debt by the Authority or by a Contract Agency on behalf of the Authority; (2) appointment of the Director (but not firing); (3) amendments to the Bylaws; (4) proposed amendments to this Charter subject to approval by the Tacoma City Council; (5) expanding the scope of services to be provided by the Authority; (6) merger, consolidation or dissolution of the Authority or sale of all or substantially all of its assets; and (7) acquisition or execution of a long-term (20 years or more) lease of real property.

A “Supermajority Vote” is defined as Board approval of an item accomplished by securing affirmative votes of not less than two-thirds/66% of the Weighted Vote of all members of the Board.

A “Weighted Vote” means a vote in which each Board member’s vote is counted according to the proportion its respective Board member’s Communications Assessments payable in the current budget year, bears to the total Communications Assessments payable for such year by all Contract Agencies; provided that a single Board member representing multiple Contract Agencies shall have a weighted vote equal to the weight of all agencies he or she represents; provided further that where two Board members represent multiple Contract Agencies, each Board member has a weighted vote equal to one half of the Weighted Vote of all Contract Agencies represented.

For the sake of clarity, Supermajority Votes and Weighted Votes shall be determined based on the respective Board Member’s Communications Assessment, and shall not take into account Contract Agencies that do not have a representative seat on the Board (such as federal agencies).

The Board may suspend the voting rights of any Board member whose appointing Contract Agency is delinquent in payment of assessments, until such time as the appointing Contract Agency is no longer delinquent and has paid any associated penalties. In the case of a Board member representing multiple agencies, the other represented non-delinquent agencies’ votes may be cast by a duly appointed Alternate whose appointing agency is not delinquent in payments.

Section 8. Changes in Assessment Formula.

Changes in the Assessment Formula may be approved by a Simple Majority Vote of the Board, provided however, that at least one Board Member representing a Fire District and one Board Member representing the County or a City must vote in favor of the proposed change.

Section 9. Actions Requiring Approval by Resolution of the Board.

Review and approval of Board by resolution shall be necessary for any of the following actions:

1. Adoption of or amendments to the Bylaws;
2. Recommending amendments to this Charter subject to approval by the Tacoma City Council;

3. Consistent with the Enabling Ordinance, this Charter determines what services the Authority shall offer and under what terms they shall be offered. Any change in any service provided or a material change to the term of a service contract shall be by resolution;
4. Appointment of the Director (as defined herein);
5. Review and adoption of the annual Budget and amendments;
6. Purchase, receipt, lease, receipt by gift, or other acquisition, ownership, improvement, use and other management of and with real or personal property, or any interest therein, in the name of the Authority;
7. Sale, conveyance, mortgage, pledge, lease, exchange, transfer, or other disposition of the Authority property and assets;
8. Review and adoption of purchasing and financial policies;
9. Establish time and place of regular meetings of the Board;
10. Contracts incurring debt, issuance of notes, debentures or bonds, and mortgaging or pledging the Authority assets or credit to secure the same; and
11. Approval or amendment of the Assessment Formula.

Section 10. Right to Indemnification.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Section, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Governing Board; provided, further, the right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so

advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

Provided, that the foregoing indemnity shall not indemnify any person from or on account of:

1. Acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law; or
2. Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Governing Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Governing Board or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Charter, any agreement, any Bylaws, or otherwise.

The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority, its Governing Board, staff and employees.

Section 11. Code of Ethics Policy.

Board Members shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the Code of Ethics for Municipal Officers) and policies of the Authority. The Board shall adopt a code of ethics policy for Board Members that shall, among

other provisions, include a conflicts of interest policy and require an individual annual disclosure statement.

ARTICLE VIII

OFFICERS

Section 1. Officers.

The Board Members shall annually each February elect from among themselves the following officers: Chairperson, and Vice Chairperson. The Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire at such time as such officer's membership on the Board ceases or terminates, or at such sooner time as the term of office expires and the office has been filled by appointment or reappointment. The Authority may, under Article X of this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Charter, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selection, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.

Section 2. Committees.

The appointment of committees shall be provided for in the Bylaws or policies approved by the Board.

Section 3. Duties of Officers.

Subject to the control of the Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Board.

Section 4. Administration.

The Board may appoint, designate, employ, and remove an executive director ("Director") of the Authority. The Director shall be responsible to the Board for the administration of the affairs of the Authority as may be authorized from time to time by resolution of the Board. The Director may be authorized or delegated by the Authority to: (i) supervise and be responsible for the effective management of the administrative affairs of the Authority; (ii) sign documents and

contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned by the Board.

It is anticipated by the parties to the Original ILA that the Executive Director of the Interlocal Agency at the time of formation of the Authority shall serve as the initial Director of the Authority.

ARTICLE IX

COMMENCEMENT OF AUTHORITY

The Authority shall come into existence and be authorized to take action at such time as this Charter is approved by the Tacoma City Council and the first organizational meeting of the Board is held.

ARTICLE X

BYLAWS

The Authority may adopt Bylaws from time to time to provide rules for governing the Authority and its activities that are not inconsistent with this Charter.

ARTICLE XI

MEETINGS

Section 1. Time and Place of Meetings.

Regular meetings of the Board shall be held at least four times per year at a regular time and place to be determined by the Board by resolution. No later than the last regular meeting of the calendar year, the Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below. At any regular meeting of the Board, any business may be transacted and the Board may exercise all of its powers. Special meetings of the Board may be held from time to time as authorized by law.

Section 2. Notice of Regular Meetings.

No additional notice of regular meetings shall be required, except for the first regular meeting after any change in the time or place of such meeting adopted by resolution of the Board as provided above. If the regular meeting schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below.

Section 3. Notice of Special Board Meetings.

Notice of all special meetings of the Board shall be given by the Chairperson or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by email or by mail written notice at least 24 hours prior to the time of the meeting to each Board Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted. Final disposition shall not be taken by the Board on any other matters at such special meetings.

Section 4. Waiver of Notice.

Notice as provided in Sections 2 and 3 hereof may be dispensed with as to any member of the Board who at or prior to the time the meeting convenes files with the Board of the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 5. Notice of Meetings.

Notice of all meetings shall be provided as required under chapter 42.30 RCW. Agendas of all meetings shall be posted or provided to the extent required by RCW 42.30.077. In addition, the Authority shall provide reasonable notice of meetings to any individual specifically requesting it in writing.

Section 6. Open Public Meetings.

All Board meetings, including committee meetings, shall be open to the public to the extent required by chapter 42.30 RCW. The Board and committees may hold executive sessions to consider matters enumerated in chapter 42.30 RCW or matters as authorized by law.

Section 7. Telephonic Participation

Board Members may participate in a regular or special meeting through the use of any means of communication by which all Board Members and members of the public participating in such meeting can hear each other during the meeting. Any Board Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Section 8. Parliamentary Authority.

The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with this Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 9. Minutes.

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board approval.

ARTICLE XII

CONSTITUENCY

There shall be no constituency of the Authority.

ARTICLE XIII

AMENDMENTS TO CHARTER AND BYLAWS

Section 1. Amendments to Charter.

Amendments to this Charter may be authorized and executed by the City Manager to (a) comply with changes in Washington State law and (b) to make this Charter consistent with the provisions of the Enabling Ordinance, as it may be amended from time to time. Such amendments will not require City Council approval. Forms of any proposed amendment shall be provided to the Board at least thirty (30) days’ prior to the effective date of the proposed amendment. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. Notwithstanding anything herein to the contrary, amendments proposed pursuant to this paragraph shall not be executed nor become effective if, no later than ten (10) days’ prior to the effective date of the proposed amendment the Board, by simple majority vote, objects to such amendment and communicates such objective to the City Manager in writing.

This Charter may also be amended by resolution of the Board subject to approval by the Tacoma City Council. Any Charter amendment adopted by resolution of the Board must be consistent with the terms of the Enabling Ordinance. Any Board Member may propose an amendment to this Charter at any meeting (regular or special) of which thirty (30) days’ advance notice has been given to each member of the Board and to the City Manager for review and recommendations. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. The City Manager shall, within fifteen

(15) days of receipt of the proposed amendment, make a recommendation to the Board concerning the acceptability or otherwise of the amendment.

If notice of a proposed amendment to this Charter is given as provided in the preceding paragraph, and information including the text of the proposed amendment and a statement of its purpose and effect, then the Board may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30) days' advance notice has been given. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken. Resolutions of the Board approving proposed amendments to this Charter require an affirmative vote of Board Members as provided herein.

All amendments shall be issued in duplicate originals, each signed by the City Manager and bearing the City Seal attested by the City Clerk, at which time such amendment of this Charter shall be effective. One original shall be filed by the City Clerk and filed as a public record. A duplicate original shall be delivered to the Authority.

Section 2. Amendments to Bylaws.

Any Board Member may propose an amendment to the Bylaws (which may consist of a new set of Bylaws) at any meeting (regular or special) of which thirty (30) days' advance notice has been given to each Board Member. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underline under new material and shall be accompanied by a statement of its purpose and effect. If notice of a proposed amendment to the Bylaws is given, and information including the text of the proposed amendment and a statement of its purpose and effect, then the Board may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30) days' advance notice has been given. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Resolutions of the Authority approving amendments to the Bylaws may be implemented at such time as selected by the Authority in the resolution without further action.

ARTICLE XIV

MISCELLANEOUS

Section 1. Geographic Limitation.

The Authority may conduct activities outside of the City, subject, however, to the applicable limitations set forth in RCW 35.21.740.

Section 2. Safeguarding of Funds.

The Authority funds shall be deposited in a qualified public depository as required by law.

Section 3. Public Records.

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records, chapter 40.14 RCW. The public shall have access to records and information of the Authority to the extent as may be required by applicable laws. All costs associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by the Authority.

Section 4. Reports and Information; Audits.

The Authority shall provide its audited financial statements and other reporting documents as provided in the Enabling Ordinance.

Any person shall have access to the financial statements of the Authority to the extent required by Washington State law. The Authority shall also answer fully and within a reasonable time any written inquiries by City or other public officials in the course of their duties about its finances, organization or activities.

The Authority shall, at any time during normal business hours make available to the City, any other Contract Agency, and the State Auditor for examination all of the Authority's financial records.

Section 5. Dissolution.

The Authority is formed to provide an essential public purpose of providing emergency communication services within the County. The dissolution of the Authority without a successor public safety answering point authorized to assume its duties would have a significant impact on the local governments, customers and individuals that the Authority is intended to serve.

The City may dissolve the Authority after making an affirmative finding that (1) the Authority is not fulfilling its corporate purposes, (2) dissolution is warranted, and (3) a successor agency and/or agencies is and/or are prepared to assume the duties and services previously provided by the Authority. Such affirmative findings shall be made by resolution of the City Council at an open public meeting at or after the Council holds a public hearing on whether such dissolution is warranted and after providing at least two weeks prior written notice of such hearing to the Authority and the public by posting notice of such hearing in a newspaper of general circulation within the County.

Notwithstanding foregoing or anything to the contrary in this Charter, written notice of any intended dissolution of the Authority, the reasons thereof, and the succession plan shall be provided to the Director of the Authority and the Board at least one year prior to the effective date of any such dissolution.

Furthermore, dissolution shall not take effect until proper provision has been made for disposition of all the Authority assets and liabilities.

Upon adoption of above-referenced resolution by the Council for dissolution of the Authority, the Board of the Authority shall, by resolution, approve a dissolution statement setting forth:

- (i) The name and principal office of the Authority;
- (ii) A list of the debts, obligations and liabilities of the Authority, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of contracts; and the estimated time for completion of its dissolution;
- (iii) A list of any pending litigation or contingent liabilities;
- (iv) A request that assets of the Authority be transferred first, to the agency and/or agencies to continue the purposes for which the Authority was chartered, and second, if no such agency and/or agencies have been identified, to the County to provide 911 services; and
- (v) A list of persons to be notified upon completion of the dissolution.

The dissolution statement shall be filed with the City Manager. The City Manager shall review the dissolution statement and oversee the dissolution to protect the public interest and prevent impairment of obligation, or if so authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

Upon satisfactory completion of dissolution proceedings, the City shall indicate such dissolution by inscription of "charter cancelled" on this Charter, and file such cancelled Charter with the Tacoma City Clerk with a duplicate original to the Authority. At such point the existence of the Authority shall cease. The City shall give notice of such dissolution pursuant to Washington State law and to other persons requested by the Authority in its dissolution statement.

Upon dissolution of the Authority or the winding up of its affairs, title to all remaining assets or property of the Authority shall vest, first, in the successor agency and/or agencies to the Authority, and second, to the County to provide 911 services. The City, trustee or court may provide for the transfer of any of the Authority rights, assets or property to a qualified entity or entities to fulfill the purposes for which the Authority was chartered.

Section 6. Nondiscrimination.

The Authority, its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the City

by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

Specifically, the following matters or activities shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained service animal by a person with a disability:

1. Membership on the Board
2. Employment, including solicitation or advertisements for employees.
3. Provisions of services to and contracts with the public.

Section 7. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations pursuant to City ordinance.

Section 8. Mayor and City Manager or His or Her Designee

The terms “Mayor” or “City Manager” or his or her designee as used in this Charter shall mean the Mayor or the City Manager of the City of Tacoma, as appropriate, any successor official, and any other person authorized to act in his or her stead.

This Charter is APPROVED this ___ day of _____, 20__.

[signature blocks]



RESOLUTION NO. 40358

1 A RESOLUTION related to the purchase of materials, supplies or equipment,
2 and the furnishing of services; authorizing the execution of a contract
3 with Albina Holdings d.b.a. Albina Asphalt, in the amount of
4 \$314,750.00, plus a 25 percent contingency, for a cumulative total of
5 \$393,437.50, plus applicable taxes, budgeted from the Street and
6 Streets Initiative Funds, for AC-15P hot applied polymer modified liquid
asphalt, for a one-year term, with the option to renew for five additional
one-year terms, for a projected contract total of \$2,360,625.00, pursuant
to Specification No. PW19-0167F.

7 WHEREAS the City has complied with all applicable laws and processes
8 governing the acquisition of those supplies, and/or the procurement of those
9 services, inclusive of public works, as is shown by the attached Exhibit "A,"
10 incorporated herein as though fully set forth, and
11

12 WHEREAS the Board of Contracts and Awards has concurred with the
13 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the Council of the City of Tacoma concurs with the Board of
16 Contracts and Awards to adopt the recommendation for award as set forth in the
17 attached Exhibit "A."
18

19 Section 2. That the proper officers of the City are hereby authorized to
20 enter into a contract with Albina Holdings d.b.a. Albina Asphalt, in the amount of
21 \$314,750.00, plus a 25 percent contingency, for a cumulative total of
22 \$393,437.50, plus applicable taxes, budgeted from the Street and Streets Initiative
23 Funds, for AC-15P hot applied polymer modified liquid asphalt, for a one-year
24 term, with the option to renew for five additional one-year terms, for a projected
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1 contract total of \$2,360,625.00, pursuant to Specification No. PW19-0167F,
2 consistent with Exhibit "A."

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4 Adopted _____

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6 _____
7 Mayor

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9 Attest: _____
10 City Clerk

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12 Approved as to form: _____
13 City Attorney

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RESOLUTION NO. 40359

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of a contract with
3 CompuNet in the amount of \$215,775, plus applicable taxes, budgeted from
4 the Information Systems Fund 5800, for the purchase of an F5 BIG-IP
Switch and Firewall Module with one year of Hardware and Software
Maintenance.

5 WHEREAS the City has complied with all applicable laws and processes
6 governing the acquisition of those supplies, and/or the procurement of those
7 services, inclusive of public works, as is shown by the attached Exhibit "A,"
8 incorporated herein as though fully set forth, and
9

10 WHEREAS the Board of Contracts and Awards has concurred with the
11 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

12 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

13 Section 1. That the Council of the City of Tacoma concurs with the Board of
14 Contracts and Awards to adopt the recommendation for award as set forth in the
15 attached Exhibit "A."
16

17 Section 2. That the proper officers of the City are hereby authorized to
18 enter into a contract with CompuNet in the amount of \$215,775, plus applicable
19 taxes, budgeted from the Information Systems Fund 5800, for the purchase of an
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1 F5 BIG-IP Switch and Firewall Module with one year of Hardware and Software
2 Maintenance, consistent with Exhibit "A."

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4 Adopted _____

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7 Mayor

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9 _____
10 Attest:
11 City Clerk

12 Approved as to form:
13 _____
14 City Attorney

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RESOLUTION NO. 40360

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the increase of Contract
3 No. 4600013604 with Siemens Industry, Inc., in the amount of \$28,205.00,
4 plus ten percent contract contingency of \$52,503.60, for a cumulative
5 contract amount of \$577,539.60, plus applicable taxes, budgeted from the
6 Environmental Services Solid Waste Fund 4200, to modify the wireless
7 network, move the camera reset enclosures to ground level, and add a
8 second thermal camera at the Recovery and Transfer Center.

9 WHEREAS the City has complied with all applicable laws and processes
10 governing the acquisition of those supplies, and/or the procurement of those
11 services, inclusive of public works, as is shown by the attached Exhibit "A,"
12 incorporated herein as though fully set forth, and

13 WHEREAS the Board of Contracts and Awards has concurred with the
14 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the Council of the City of Tacoma concurs with the Board of
17 Contracts and Awards to adopt the recommendation for award as set forth in the
18 attached Exhibit "A."

19 Section 2. That the proper officers of the City are hereby authorized to
20 increase Contract No. 4600013604 with Siemens Industry, Inc., in the amount of
21 \$28,205.00, plus ten percent contract contingency of \$52,503.60, for a cumulative
22 contract amount of \$577,539.60, plus applicable taxes, budgeted from the
23 Environmental Services Solid Waste Fund 4200, to modify the wireless network,
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1 move the camera reset enclosures to ground level, and add a second thermal
2 camera at the Recovery and Transfer Center, consistent with Exhibit "A."

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4 Adopted _____

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6 _____
7 Mayor

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9 Attest: _____
10 City Clerk

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12 Approved as to form: _____
13 City Attorney

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RESOLUTION NO. 40361

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the increase of Contract
3 No. 4600013308 with Transpo Group USA Inc, in the amount of \$96,513.60,
4 for a contract amount of \$301,495.32, plus applicable taxes, budgeted from
5 the Transportation Capital Fund, for design services, to conduct a right-of-
6 way survey, and create As-Built plans for the East Portland Avenue Safety
7 Improvements Project, through June 30, 2020, pursuant to Specification
8 No. PW17-0391F.

9 WHEREAS the City has complied with all applicable laws and processes
10 governing the acquisition of those supplies, and/or the procurement of those
11 services, inclusive of public works, as is shown by the attached Exhibit "A,"
12 incorporated herein as though fully set forth, and

13 WHEREAS the Board of Contracts and Awards has concurred with the
14 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the Council of the City of Tacoma concurs with the Board of
17 Contracts and Awards to adopt the recommendation for award as set forth in the
18 attached Exhibit "A."

19 Section 2. That the proper officers of the City are hereby authorized to
20 increase Contract No. 4600013308 with Transpo Group USA Inc., in the amount
21 of \$96,513.60, for a contract amount of \$301,495.32, plus applicable taxes,
22 budgeted from the Transportation Capital Fund, for design services, to conduct a
23 right-of-way survey, and create As-Built plans for the East Portland Avenue Safety
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1 Improvements Project, through June 30, 2020, pursuant to Specification
2 No. PW17-0391F, consistent with Exhibit "A."

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4 Adopted _____

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7 Mayor

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9 Attest: _____
10 City Clerk

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12 Approved as to form: _____
13 City Attorney

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RESOLUTION NO. 40362

1 A RESOLUTION relating to the Tacoma-Pierce County Employment Training
2 Consortium (“WorkForce Central”); authorizing the execution of an
3 amendment to the agreement with WorkForce Central for a market-based
4 interest bearing line of credit, in an amount not to exceed \$250,000,
5 budgeted from the General Fund, for an additional two-year period, through
6 December 31, 2021.

7 WHEREAS the City, in conjunction with Pierce County (“County”), created
8 the Tacoma-Pierce County Employment Training Consortium (“WorkForce
9 Central”) by Interlocal Agreement on October 1, 1982, and

10 WHEREAS Section 12 of the Interlocal Agreement states that the City and
11 County accept the ultimate responsibility for the operation and success of
12 WorkForce Central, and

13 WHEREAS the majority of funding for WorkForce Central comes from
14 federal sources on a reimbursable basis, and

15 WHEREAS ongoing fiscal discussions at the federal level could result in
16 short-term interruption of reimbursements to WorkForce Central, and

17 WHEREAS Resolution No. 39821, adopted on September 26, 2017,
18 authorized the execution of an agreement with WorkForce Central for a market-
19 based interest bearing line of credit, in an amount not to exceed \$250,000, for the
20 period of January 1, 2018, through December 31, 2019, to ensure that program
21 services would not be disrupted, and

22 WHEREAS, at the same time, WorkForce Central also requested, and was
23 approved for, a \$250,000 line of credit from the County for this purpose, and

24 WHEREAS WorkForce Central is requesting a two-year extension of both
25 lines of credit, through December 31, 2021, and
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WHEREAS the City desires to ensure the employment training services provided by WorkForce Central to continue to be provided without interruption, and

WHEREAS City staff is recommending that the line of credit be extended for an additional two-year period and bear interest at a market rate of interest to be determined at the time of execution of the extension; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to enter into an amendment to the agreement with the Tacoma-Pierce County Employment Training Consortium (“WorkForce Central”), for a market-based interest bearing line of credit, in an amount not to exceed \$250,000, budgeted from the General Fund, for an additional two-year period, through December 31, 2021, said amendment to be substantially in the form of the document on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



ORDINANCE NO. 28591

1 AN ORDINANCE relating to the Six-Year Comprehensive Transportation
2 Program; authorizing the adoption of the Six-Year Comprehensive
3 Transportation Improvement Program Amended 2019 and 2020-2025.

4 WHEREAS RCW 35.77.010 provides that the legislative body of each city
5 and town shall: (1) prepare and adopt a comprehensive transportation program for
6 the ensuing six calendar years and annually thereafter, pursuant to one or more
7 public hearings; (2) prepare and adopt a revised and extended comprehensive
8 transportation program; and (3) file with the Secretary of Transportation of the
9 state of Washington each one-year extension and revision thereof, and

10 WHEREAS RCW 35.77.010 further provides that each city shall include in
11 its comprehensive transportation program the intended expenditure of revenues
12 for non-motorized transportation purposes, and

13 WHEREAS the proposed Six-Year Comprehensive Transportation
14 Improvement Program Amended 2019 and 2020-2025 ("Program") was presented
15 to the Transportation Commission on February 20 and March 20, 2019, and
16

17 WHEREAS the proposed Program was presented to the Infrastructure,
18 Planning, and Sustainability Committee on February 27 and March 27, 2019, and
19 was approved by the Committee for consideration by the City Council, and
20

21 WHEREAS, on April 30, 2019, a public hearing was held by the City
22 Council to receive citizen comments on the proposed Program, and comments
23 were received and considered relating to the Pierce Transit Bus Rapid Transit
24 Project and congestion around I-5 at South 38th, South 56th, and South 72nd
25 Streets; Now, Therefore,
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BE IT ORDAINED BY THE CITY OF TACOMA:

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That, in light of two comments being received at the April 30, 2019, public hearing, the Six-Year Comprehensive Transportation Improvement Program Amended 2019 and 2020-2025 is hereby adopted, said document to be substantially in the form of the proposed document on file in the office of the City Clerk.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



ORDINANCE NO. 28592

1 AN ORDINANCE relating to zoning; amending Chapter 13.06 of the Tacoma
2 Municipal Code by amending Sections 13.06.100, 13.06.200, 13.06.400,
3 and 13.06.535 thereof; and by adding a new Section 13.06.585, entitled
4 “Joint Base Lewis McChord Airport Overlay Compatibility Overlay District,”
5 for the purpose of establishing a Joint Base Lewis McChord (“JBLM”) Airport
6 Compatibility Overlay District which corresponds with JBLM’s designated
7 Accident Potential Zone II.

8 WHEREAS Joint Base Lewis McChord (“JBLM”) is a vital military and
9 economic asset that contributes approximately \$10 billion to the South Sound
10 economy and provides tens of thousands of jobs for the region, and

11 WHEREAS the JBLM Joint Land Use Study (“Study”) is a collaborative
12 process among federal, regional, and local governments and agencies; tribes;
13 the public; and the south Puget Sound region’s military installations, JBLM and
14 Camp Murray, to promote safety and reduce the risk of loss of life should a
15 military aircraft accident occur, and

16 WHEREAS the Study area generally encompasses those communities
17 within two miles of the JBLM boundary, which includes the City, and

18 WHEREAS the City has been working on the Study, in collaboration with
19 other area jurisdictions, since at least 1992 in order to ensure that compatibility
20 between the City and JBLM is maintained, and

21 WHEREAS, on January 16, 2019, after an approximately six-month public
22 planning process, the Planning Commission forwarded recommendations to the
23 City Council to establish the Airport Compatibility Overlay District (“ACOD”), and

24 WHEREAS the proposed ACOD would implement the recommendations of
25 the JBLM Study and the U.S. Air Force’s Air Installations Compatible Use Zones
26



Program, as well as implement policy direction from the City's Comprehensive
1 Plan, and

2 WHEREAS the policy documents call for the City to incorporate
3 considerations in local planning and permitting processes to address the health
4 and safety of residents within areas potentially impacted by JBLM aircraft
5 operations, and
6

7 WHEREAS, within Accident Potential Zone II areas, the recommendation is
8 to institute changes to permitted land uses and development standards to prevent
9 significant increases in density in order to reduce risk of loss of life and damage on
10 the ground, should an air accident occur, and
11

12 WHEREAS the proposed ACOD was presented to the Infrastructure,
13 Planning and Sustainability Committee at its meeting of March 27, 2019, and the
14 committee recommended one change to strengthen the intent language of the
15 proposed District, and further recommended that it be forwarded to the City
16 Council for consideration; Now, Therefore,
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BE IT ORDAINED BY THE CITY OF TACOMA:

That Chapter 13.06 of the Tacoma Municipal Code is hereby amended
as set forth in the attached Exhibit "A."

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

EXHIBIT "A"

CHAPTER 13.06 ZONING

Sections:

* * *

13.06.500	Requirements in all preceding districts.
13.06.501	Building design standards.
13.06.502	Landscaping and buffering standards.
13.06.503	Residential transition standards.
13.06.510	Off-street parking and storage areas.
13.06.511	Transit support facilities.
13.06.512	Pedestrian and bicycle support standards.
13.06.513	Drive-throughs.
13.06.520	Signs.
13.06.521	General sign regulations.
13.06.522	District sign regulations.
13.06.525	Adult uses.
13.06.530	Juvenile community facilities.
13.06.535	Special needs housing.
13.06.540	Surface mining.
13.06.545	Wireless communication facilities.
13.06.550	Work release centers.
13.06.555	View-Sensitive Overlay District.
13.06.560	Parks, recreation and open space.
13.06.565	Marijuana Uses.
13.06.570	Live/Work and Work/Live.
13.06.575	Short-term rental.
13.06.580	Interim Industrial Use Restrictions.
13.06.585	Joint Base Lewis McChord Airport Compatibility Overlay District.

* * *

13.06.100 Residential Districts.

The 100 series will contain regulations for all residential classifications, including the following:

R-1	Single-Family Dwelling District
R-2	Single-Family Dwelling District
R-2SRD	Residential Special Review District
HMR-SRD	Historic Mixed Residential Special Review District
R-3	Two-Family Dwelling District
R-4	Multiple-Family Dwelling District
R-4-L	Low-Density Multiple-Family Dwelling District
R-5	Multiple-Family Dwelling District
PRD	Planned Residential Development District (see Section 13.06.140)

* * *

C. Land use requirements.

1. Applicability. The following tables compose the land use regulations for all districts of Section 13.06.100. All portions of 13.06.100 and applicable portions of 13.06.500 apply to all new development of any land use variety, including additions, and remodels, in all districts in Section 13.06.100, unless explicit exceptions or modifications are noted. The requirements of Section 13.06.100.A through Section 13.06.100.C are not eligible for variances. When portions of this section are in conflict with other portions of Chapter 13.06, the more restrictive shall apply. For individually designated properties listed on the Tacoma Register of Historic Places, and for contributing buildings within Historic Special Review Districts, where there is a conflict between the regulations of this chapter and historic guidelines and standards, the historic guidelines and standards shall prevail pursuant to TMC 13.05.046.

EXHIBIT "A"

2. Pedestrian streets designated. Figure 7 of the Comprehensive Plan designates Corridors that are considered key streets for integrating land use and transportation and achieving the goals of the Urban Form and Design and Development Elements. These Corridors are herein referred to as "Pedestrian Streets." The designation entails modified design requirements to improve building orientation, definition of the public realm, and pedestrian connectivity.

3. Use requirements. The following use table designates all permitted, limited, and prohibited uses in the districts listed. Use classifications not listed in this section or provided for in Section 13.06.500 are prohibited, unless permitted via Section 13.05.030.E.

[a. Within the JBLM Airport Compatibility Overlay District, the land use and development standards of this section are modified as specified in TMC 13.06.585, which shall prevail in the case of any conflict.](#)

4. Use table abbreviations.

P = Permitted use in this district.
TU = Temporary Uses allowed in this district subject to specified provisions and consistent with the criteria and procedures of Section 13.06.635.
CU = Conditional use in this district. Requires conditional use permit, consistent with the criteria and procedures of Section 13.06.640.
N = Prohibited use in this district.

5. District use table. (see next page for table)

EXHIBIT “A”

Uses³	R-1	R-2	R-2SRD	HMR-SRD	R-3	R-4-L	R-4	R-5	Additional Regulations^{1,3}
Accessory uses and buildings	P	P	P	P	P	P	P	P	Subject to additional requirements contained in Section 13.06.100.F
* * *									
<p>Footnotes:</p> <p>¹ For historic structures and sites, certain uses that are otherwise prohibited may be allowed, subject to the approval of a conditional use permit. See Section 13.06.640 for additional details, limitations and requirements.</p> <p>² Certain land uses, including two-family, townhouse, cottage housing, and Detached Accessory Dwelling Units in certain districts, are subject to the provisions of the Residential Infill Pilot Program. See Section 13.05.115.</p> <p>³ <u>Within the JBLM Airport Compatibility Overlay District, the land use and development standards of this section are modified as specified in TMC 13.06.585, which shall prevail in the case of any conflict.</u></p>									

* * *

EXHIBIT "A"

13.06.200 Commercial Districts.

* * *

C. Land use requirements.

1. Applicability. The following tables compose the land use regulations for all districts of Section 13.06.200. All portions of Section 13.06.200 and applicable portions of Section 13.06.500 apply to all new development of any land use variety, including additions and remodels, in all districts in Section 13.06.200, unless explicit exceptions or modifications are noted. The requirements of Section 13.06.200.A through Section 13.06.200.C are not eligible for variance. When portions of this section are in conflict with other portions of Chapter 13.06, the more restrictive shall apply.

2. Pedestrian streets designated. Figure 7 of the Comprehensive Plan designates Corridors that are considered key streets for integrating land use and transportation and achieving the goals of the Urban Form and Design and Development Elements. These Corridors are herein referred to as "Pedestrian Streets." The designation entails modified design requirements to improve building orientation, definition of the public realm, and pedestrian connectivity.

3. Use requirements. The following use table designates all permitted, limited, and prohibited uses in the districts listed. Use classifications not listed in this section or provided for in Section 13.06.500 are prohibited, unless permitted via Section 13.05.030.E. Certain street level use restrictions may apply; see Section 13.06.200.C.4 below.

a. Within the JBLM Airport Compatibility Overlay District, the land use and development standards of this section are modified as specified in TMC 13.06.585, which shall prevail in the case of any conflict.

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4. Use table abbreviations.

P	=	Permitted use in this district.
CU	=	Conditional use in this district. Requires conditional use permit, consistent with the criteria and procedures of Section 13.06.640.
TU	=	Temporary Uses allowed in this district subject to specified provisions and consistent with the criteria and procedures of Section 13.06.635.
N	=	Prohibited use in this district.

5. District use table.

Uses ⁴	T	C-1	C-21	PDB	Additional Regulations ^{2, 3, 4} (also see footnotes at bottom of table)
Adult family home	P	P	P	P	See definition for bed limit.

Eating and drinking	N	P/CU	P	P*/CU*	In the C-1 and PDB districts, restaurants are permitted outright while drinking establishments require a conditional use permit. See Section 13.06.700.E for the definitions of restaurants and drinking establishments. In the C-2 district, live entertainment is limited to that consistent with either a Class “B” or Class ”C” Cabaret license as designated in Chapter 6B.70. In all other districts, live entertainment is limited to that consistent with a Class “C” cabaret license as designated in Section 6B.70. *Limited to 7,000 square feet of floor area, per business, in the HM, JBLM Airport Compatibility Overlay District and PDB Districts

Office	P	P	P	P	*Limited to 7,000 square feet of floor area, per business, in the HM, JBLM Airport Compatibility Overlay District and PDB Districts

Retail	N	P	P/CU~	P*	~A conditional use permit is required for retail uses exceeding 45,000 square feet within the C-2 District. See Section 13.06.640. *Limited to 7,000 square feet of floor area, per business, in the HM, JBLM Airport Compatibility Overlay District and PDB Districts

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Uses⁴	T	C-1	C-21	PDB	Additional Regulations^{2, 3, 4} (also see footnotes at bottom of table)
Footnotes:					
<ol style="list-style-type: none"> 1. Designated Pedestrian Streets – For segments here noted, additional use limitations apply to areas within C-2 Commercial District zoning to ensure continuation of development patterns in certain areas that enhance opportunities for pedestrian-based commerce. North 30th Street from 200 feet east of the Starr Street centerline to 190 feet west of the Steele Street centerline: street level uses are limited to retail, personal services, eating and drinking, and customer service offices. 2. For historic structures and sites, certain uses that are otherwise prohibited may be allowed, subject to the approval of a conditional use permit. See Section 13.06.640 for additional details, limitations and requirements. 3. Commercial shipping containers shall not be an allowed type of accessory building in any commercial zoning district. Such storage containers may be allowed as a temporary use, subject to the limitations and standards in Section 13.06.635. 4. <u>Within the JBLM Airport Compatibility Overlay District, the land use and development standards of this section are modified as specified in TMC 13.06.585, which shall prevail in the case of any conflict.</u> 					

* * *

D. Building envelope standards.

	T	C-1	C-2	PDB
Minimum Lot Area	0 non-residential; 1,500 square feet per residential unit	0	0	0
Minimum Lot Width	0	0	0	0
Maximum Building Coverage – applies to single-use multi-family residential development only	None non-residential; Residential maximum building coverage in accordance with the R-4-L District	None non-residential; Residential maximum building coverage in accordance with the R-4-L District	None non-residential; Residential maximum building coverage in accordance with the R-4 District	None non-residential; Residential maximum building coverage in accordance with the R-4 District
Minimum Front Setback	In all districts listed above, 0 feet, unless abutting a residential zoning, then equal to the residential zoning district for the first 100 feet from that side. Maximum setbacks (Section 13.06.200.E) supersede this requirement where applicable. Animal sales and service: shall be setback from residential uses or residential zoning district boundaries at least 20 feet.			
Minimum Side Setback	In all districts listed above, 0 feet, unless created by requirements in Section 13.06.502. Animal sales and service: shall be setback from residential uses or residential zoning district boundaries at least 20 feet.			
Minimum Rear Setback	In all districts listed above, 0 feet, unless created by requirements in Section 13.06.502. Animal sales and service: shall be setback from residential uses or residential zoning district boundaries at least 20 feet.			
Maximum Setback from Designated Streets	See Section 13.06.200.E for application with any district listed above on designated segments of North 30th Street and 6th Avenue. Residential development shall meet the Build-to Area standard in 13.06.100.D.6.			

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Maximum Height Limit	35 feet	35 feet	45 feet	45 feet
	Height will be measured consistent with Building Code, Height of Building, unless a View Sensitive Overlay District applies. Height may be further restricted in View-Sensitive Overlay Districts, per Section 13.06.555. Certain specified uses and structures are allowed to extend above height limits, per Section 13.06.602.			
Maximum Floor Area	20,000 square feet per building	30,000 square feet per building	45,000 square feet per business for retail uses, unless approved with a conditional use permit. See Section 13.06.640.	7,000 square feet per business for eating and drinking, retail and personal services uses
<u>JBLM Airport Compatibility Overlay District</u>	<u>Within the JBLM Airport Compatibility Overlay District, see the provisions of TMC 13.06.585, including specific square footage limitations for certain uses.</u>			
Minimum Usable Yard Space – applies to single-use residential development only	Minimum usable yard space shall be provided in accordance with the residential building type requirements in 13.06.100.D.7. Duplex/triplex dwellings shall provide usable yard space in accordance with the R-3, R-4-L, R-4 and R-5 Districts.			

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13.06.400 Industrial Districts.

The 400 series contains regulations for all industrial classifications, including the following:

- M-1 Light Industrial District
- M-2 Heavy Industrial District
- PMI Port Maritime & Industrial District

* * *

C. Land use requirements.

1. Applicability. The following tables compose the land use regulations for all districts of Section 13.06.400. All portions of Section 13.06.400 and applicable portions of Section 13.06.500 apply to all new development of any land use variety, including additions and remodels. Explicit exceptions or modifications are noted. When portions of this section are in conflict with other portions of Chapter 13.06, the more restrictive shall apply.

2. Pedestrian streets designated. Figure 7 of the Comprehensive Plan designates Corridors that are considered key streets for integrating land use and transportation and achieving the goals of the Urban Form and Design and Development Elements. These Corridors are herein referred to as “Pedestrian Streets.” The designation entails modified design requirements to improve building orientation, definition of the public realm, and pedestrian connectivity.

3. Use Requirements. The following use table designates all permitted, limited, and prohibited uses in the districts listed.

Use classifications not listed in this section or provided for in Section 13.06.500 are prohibited, unless permitted via Section 13.05.030.E.

[a. Within the JBLM Airport Compatibility Overlay District, the land use and development standards of this section are modified as specified in TMC 13.06.585, which shall prevail in the case of any conflict.](#)

4. Use table abbreviations.

P	=	Permitted use in this district.
CU	=	Conditional use in this district. Requires conditional use permit consistent with the criteria and procedures of Section 13.06.640.
TU	=	Temporary Uses allowed in this district subject to specified provisions and consistent with the criteria and procedures of Section 13.06.635.
N	=	Prohibited use in this district.

5. District use table.

Uses ²	M-1	M-2	PMI	Additional Regulations ^{1,2}
Adult family home	P/N*	N	N	In M-1 districts, permitted only within residential or institutional buildings in existence on December 31, 2008, the effective date of adoption of this provision, or when located within a mixed-use building where a minimum of 1/3 of the building is devoted to industrial or commercial use. *Not permitted within the South Tacoma M/IC Overlay District See Section 13.06.535.
* * *				
Eating and drinking	P	P	P	*Limited to 7,000 square feet of floor area, per business, in the HM, <u>JBLM Airport Compatibility Overlay District</u> , and PDB Districts.
* * *				

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Uses ²	M-1	M-2	PMI	Additional Regulations ^{1,2}
Office	P*	P*	P	*Within the South Tacoma M/IC Overlay District, unless an accessory use, limited to 10,000 square feet of floor area per development site in the M-2 district and 15,000 square feet in the M-1 district. *Limited to 7,000 square feet of floor area, per business, in the HM, JBLM Airport Compatibility Overlay District , and PDB Districts

Retail	P~	P~	P*	*Limited to 7,000 square feet of floor area, per development site, in the PMI District, and JBLM Airport Compatibility Overlay District . ~Within the South Tacoma M/IC Overlay District, and within the M-2 District of the Port of Tacoma M/IC on an interim basis per Ordinance No. 28470 (see 13.06.400.G.), unless an accessory use, limited to 10,000 square feet of floor area per development site in the M-2 district and 15,000 square feet in the M-1 district. Outside of the South Tacoma M/IC Overlay District and Port of Tacoma M/IC, limited to 65,000 square feet per use, unless approved with a conditional use permit. See Section 13.06.640.

Footnotes:				
1. For historic structures and sites, certain uses that are otherwise prohibited may be allowed, subject to the approval of a conditional use permit. See Section 13.06.640 for additional details, limitations and requirements.				
2. Within the JBLM Airport Compatibility Overlay District, the land use and development standards of this section are modified as specified in TMC 13.06.585, which shall prevail in the case of any conflict.				

13.06.535 Special needs housing.

A. Intent. It is found and declared that special needs housing facilities are essential public facilities which provide a needed community service. It is also recognized that these types of facilities often need to be located in residential neighborhoods. Thus, in order to protect the established character of existing residential neighborhoods, the public interest dictates that these facilities be subject to certain restrictions. The intent of these regulations is to minimize concentrations of certain types of facilities, mitigate incompatibilities between dissimilar uses, preserve the intended character and intensity of the City’s residential neighborhoods, and to promote the public health, safety, and general welfare.

B. Use Requirements. The following use table designates all permitted, limited, and prohibited uses in the districts listed.

[1. Within the JBLM Airport Compatibility Overlay District, maximum occupancy shall be limited to six residents.](#)

[13.06.585 Joint Base Lewis McChord Airport Compatibility Overlay District.](#)

[A. Purpose. The purpose and intent of the Joint Base Lewis McChord \(“JBLM”\) Airport Compatibility Overlay District \(“Overlay District”\) is to increase safety within the JBLM Accident Potential Zone II \(“APZ II”\), specifically as follows:](#)

[1. Prevent development conditions that could interfere with aircraft operations or increase the likelihood of an accident.](#)

[2. Reduce risk to life and property in the incidence of a crash, through the following strategies.](#)

[a. Limit increases in densities and congregations of people which are incompatible with the APZ II designation, which includes the density threshold goal of 50 people per acre maximum and strict limitation on any expansion of](#)

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occupancy capacity of public assembly, including, but not limited to, assembly facilities, schools, religious assembly, theaters, carnivals, and cultural institutions.

b. Prevent development that presents a higher risk in the incidence of a crash due to explosive or flammable characteristics.

3. Implement the City's policies calling for collaboration and compatibility with JBLM Airfield.

4. Increase knowledge of aircraft accident risks in order to inform public and private decision-making.

5. Recognize existing uses and avoid undue impacts to residents, property owners, businesses, and institutions.

B. Scope and Applicability. The Overlay District applies to an approximately 200-acre area located in South Tacoma corresponding with the JBLM APZ II.

C. Definitions.

1. Joint Base Lewis McChord ("JBLM") Joint Land Use Study: A collaborative process among local, state, and regional jurisdictions; the public; federal, state, and regional agencies; and military installations within the South Puget Sound region that presents recommendations for consideration by local and state governments that promote development compatible with military presence and protecting public health, safety, and welfare while also protecting the ability of the military to accomplish its vital training and operational missions presently and over the long-term.

2. JBLM Accident Potential Zone II ("APZ II"): Clear Zones and Accident Potential Zones ("APZs") are areas where the potential for aircraft accidents has been identified through the Air Installation Compatible Use Zone ("AICUZ") program of the U.S. Air Force. The APZ II designation has a lower accident potential than either the Clear Zone or APZ I, but still is considered high enough to warrant land use restrictions to promote public safety.

D. General provisions.

1. Proposed zoning changes and Conditional Use Permit ("CUP") applications, or major modifications to previously approved rezones and CUPs, shall demonstrate consistency with the intent of the Overlay District. If approved, such applications shall be conditioned to record Notice on Title acknowledging the presence and restrictions of the Overlay District.

2. For parcels located partially within the Overlay District, only that portion within the Overlay District shall be subject to these provisions.

E. Land Uses.

1. The land use standards of the underlying zoning districts apply within the Overlay District, except that the following land uses are prohibited.

<u>PROHIBITED LAND USES WITHIN THE JBLM AIRPORT COMPATIBILITY OVERLAY DISTRICT</u>

<u>a. Residential uses: The following residential uses are prohibited:</u>
--

<u>(1) Special Needs Housing with more than six residents.</u>
--

<u>(2) Two-family, three-family, townhouse, group housing, multifamily, mobile home, student housing, mixed-use, or other development incorporating more than one dwelling unit.</u>
--

<u>b. Non-residential uses: The following non-residential uses are prohibited:</u>
--

<u>(1) Airports;</u>

<u>(2) Assembly facilities;</u>

<u>(3) Brewpubs;</u>

<u>(4) Carnivals;</u>

<u>(5) Commercial recreation and entertainment;</u>

<u>(6) Correctional facilities;</u>

<u>(7) Cultural institutions;</u>

<u>(8) Day care centers with more than 12 children;</u>

<u>(9) Detention facilities;</u>

<u>(10) Heliports;</u>

<u>(11) Hospitals;</u>

<u>(12) Hotels/motels;</u>

<u>(13) Industry, heavy;</u>

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(14) Parks, recreation and open space uses identified in TMC 13.06.560.C.1 as requiring a Conditional Use Permit;
(15) Public assembly;
(16) Religious assembly;
(17) Schools; and
(18) Theaters.

2. Existing residential uses. Lawfully existing residential uses (at the time of Overlay District adoption) which do not meet the provisions of the Overlay District are permitted, and may be modified or expanded, provided there is no increase in the number of dwellings.

3. Existing non-residential uses. Non-residential lawfully existing uses (at the time of Overlay District adoption) which are prohibited under the Overlay District are Non-conforming, and subject to the following limitations:

a. Minor modifications under TMC 13.05.080 are allowed to existing discretionary land uses; however, major modifications must come into compliance with the Overlay District for approval.

F. Development Standards.

1. The following characteristics, when proposed as part of any development, are not allowed in the Overlay District:

a. Generation of air pollution, electronic interference, or glare that could negatively affect pilots or aircraft.

b. Structures taller than permitted outright in the base zoning districts (i.e., no height variances).

c. Manufacturing or processing of apparel, chemicals, petroleum, rubber, or plastic.

* * *