



Legislation Passed March 5, 2024

The Tacoma City Council, at its regular City Council meeting of March 5, 2024, 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. 41374

A resolution awarding a contract to Brown and Caldwell, in the amount of \$687,561, plus applicable taxes, budgeted from the Stormwater and Wastewater Funds, for owner's advisor services associated with the Puyallup Avenue Wastewater and Stormwater Trunk Main Replacement Project - Contract No. CW2263809.
[Christa Lee, P.E., Principal Civil Engineer; Michael P. Slevin III, P.E., Director, Environmental Services]

Resolution No. 41375

A resolution awarding a contract to NC Machinery, in the amount of \$719,430, plus applicable taxes, plus a 10 percent contingency, budgeted from the Solid Waste Fund, for the purchase of one Caterpillar Wheel Loader to process and load solid waste at the Recovery and Transfer Center, for a projected contract total of \$791,430 - Sourcewell Contract No. 011723-CAT.
[Lewis Griffith, Solid Waste Division Manager; Michael P. Slevin III, P.E., Director, Environmental Services]

Resolution No. 41376

A resolution accepting a grant from the Environmental Protection Agency, in the amount of \$1,999,806, and accepting and depositing said sum into the Solid Waste Fund, for the Recycling Education and Outreach Grant Program, from May 1, 2024, through May 1, 2027.
[Preston Peck, Senior Sustainability Analyst; Michael P. Slevin III, Director, Environmental Services]

Resolution No. 41377

A resolution appointing individuals to the Human Rights Commission.
[Nicole Emery, City Clerk; Chris Bacha, City Attorney]

Resolution No. 41378

A resolution authorizing the one-time use of Council Contingency Funds, in the amount of \$10,000, to Advocates for Immigrants in Detention Northwest, to support access to phone services for detainees in the Northwest Immigration and Customs Enforcement Processing Center.
[Council Member Diaz]

Ordinance No. 28956

An ordinance granting a non-exclusive ten-year franchise agreement to Zply Fiber Pacific, LLC, to construct, operate, and repair a telecommunications system in the City. [Jeff Lueders, TV and Video Production Division Manager; Amy Clancy, Director, Media and Communications Office]

Ordinance No. 28957

An ordinance amending Titles 2 and 3 of the Municipal Code, relating to the Building and Development Code and Fire, by amending various chapters, and by repealing Chapter 2.05, entitled "Sign Code", in its entirety; to update language, provide protections for properties adjacent to construction, and align with the State of Washington's adoption of changes to state development codes; effective March 18, 2024.

[Chris Seaman, Commercial Building Review Supervisor; Peter Huffman, Director, Planning and Development Services]

Ordinance No. 28958

An ordinance approving a six-month extension of Ordinance No. 28872, which enacted interim land use regulations within the South Tacoma Groundwater Protection District (STGPD) to temporarily prohibit the establishment of new or the expansion of existing underground storage tanks, metal recycling, and auto wrecking facilities within the STGPD, as approved by the City Council on March 7, 2023.

[Maryam Moeinian, Senior Planner; Peter Huffman, Director, Planning and Development Services]



RESOLUTION NO. 41374

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; awarding a contract to Brown and Caldwell, in the
3 amount of \$687,561, plus applicable taxes, budgeted from the Stormwater
4 and Wastewater Funds, for owner's advisor services associated with the
Puyallup Avenue Wastewater and Stormwater Trunk Main Replacement
Project, pursuant to Contract No. CW2263809.

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 Brown and Caldwell in the amount of \$687,561, plus
19 applicable taxes, budgeted from the Stormwater and Wastewater Funds, for
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owner’s advisor services associated with the Puyallup Avenue Wastewater and Stormwater Trunk Main Replacement Project, pursuant to Contract No. CW2263809, consistent with Exhibit “A.”

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 41375

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 NC Machinery, in the amount of \$719,430, plus applicable taxes, plus a 10
4 percent contingency, budgeted from the Solid Waste Fund, for the purchase
5 of one Caterpillar Wheel Loader to process and load solid waste at the
6 Recovery and Transfer Center, for a projected contract of \$791,430,
7 pursuant to Sourcewell Contract No. 011723-CAT.

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

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 Section 2. That the proper officers of the City are hereby authorized to
19 enter into a contract with NC Machinery, in the amount of \$719,430, plus
20 applicable taxes, plus a 10 percent contingency, budgeted from the Solid Waste
21 Fund, for the purchase of one Caterpillar Wheel Loader to process
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and load solid waste at the Recovery and Transfer Center, for a projected contract of \$791,430, pursuant to Sourcewell Contract No. 011723-CAT, consistent with Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 41376

1 A RESOLUTION relating to waste reduction; authorizing the execution of a grant
2 agreement with the Environmental Protection Agency, in the amount of
3 \$1,999,806, and accepting and depositing said sum into the Solid Waste
4 Fund, for the Recycling Education and Outreach Grant Program, from
5 May 1, 2024, through May 1, 2027.

6 WHEREAS the City has applied for and been awarded \$1,999,806 in grant
7 funding from the Environmental Protection Agency (“EPA”) to the City’s
8 Environmental Services Department through its Recycling Education and Outreach
9 Grant Program, which is a key initiative under the Bipartisan Infrastructure Law, and

10 WHEREAS this grant will support the City’s expansion of its nationally
11 award-winning Community Ambassador Program, installation of cameras on
12 collection trucks that utilize artificial intelligence to identify contamination in the
13 residential recycling stream, and an ongoing waste characterization of the
14 residential recycling stream for the duration of the grant period, and

15 WHEREAS, under the grant process guidelines, the City Council must
16 approve acceptance of grant funding; Now, Therefore,

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

18 Section 1. That the proper officers of the City are hereby authorized to
19 accept grant funding from the Environmental Protection Agency (“EPA”) in the
20 amount of \$1,999,806, for deposit into the Environmental Services Solid Waste
21 Fund, for the purpose of the Recycling Education and Outreach Grant Program,
22 from May 1, 2024, through May 1, 2027.
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Section 2. That the proper officers of the City are hereby authorized to execute a grant agreement and any associated term extensions with the EPA for the administration of the funding accepted pursuant to Section 1, said document to be substantially in the form of the proposed grant agreement on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 41377

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BY REQUEST OF DEPUTY MAYOR HINES AND COUNCIL MEMBERS RUMBAUGH AND WALKER

A RESOLUTION relating to committees, boards, and commissions; appointing individuals to the Human Rights Commission.

WHEREAS vacancies exist on the Human Rights Commission, and

WHEREAS, at its meeting of February 22, 2024, the Community Vitality and Safety Committee conducted interviews and recommended the appointment of individuals to said commission, and

WHEREAS, pursuant to City Charter 2.4, the persons named on Exhibit "A" have been nominated to serve on the Human Rights Commission; Now, Therefore,

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

That those nominees to the Human Rights Commission listed on Exhibit "A," are hereby confirmed and appointed as members of such commission for such terms as are set forth on the attached Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



EXHIBIT "A"

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HUMAN RIGHTS COMMISSION

Appointing **Scott Schubert** to a three-year term, retroactive to March 1, 2024, to expire February 28, 2027.

Appointing **Mona Baghdadi** to a three-year term, retroactive to March 1, 2024, to expire February 28, 2027.

Appointing **Lisa Hamlin** to a three-year term, retroactive to March 1, 2024, to expire February 28, 2027.

Appointing **Bre Johnson** to a three-year term, retroactive to March 1, 2024, to expire February 28, 2027.

Appointing **Lohitvenkatesh Oswal** to a three-year term, retroactive to March 1, 2024, to expire February 28, 2027.

Appointing **Collin Thrower** to fill an unexpired term, to expire February 28, 2026.

Appointing **Kelly Oshiro** to fill an unexpired term, to expire February 28, 2025, followed by a three-year term, to expire February 29, 2028.

Appointing **Mary Ann Lara** to fill an unexpired term, to expire February 28, 2025, followed by a three-year term, to expire February 29, 2028.



RESOLUTION NO. 41378

1 BY REQUEST OF MAYOR WOODARDS AND COUNCIL MEMBERS BUSHNELL,
2 DIAZ, AND WALKER

3 A RESOLUTION authorizing the one-time use of funds in the amount of \$10,000,
4 budgeted from the Council Contingency Fund, for Advocates for Immigrants
5 in Detention Northwest, for their phone call fund to support access to phone
6 services for detainees in the Northwest Immigration and Customs
7 Enforcement Processing Center.

8 WHEREAS Advocates for Immigrants in Detention Northwest (“AIDNW”) is a
9 non-profit organization that serves immigrants detained in the Pacific Northwest
10 through assistance, advocacy, increased awareness, and through hands-on
11 immigrant assistance programs, and AIDNW’s small staff and over 200 volunteers
12 address the needs of detained persons held inside the Northwest Immigration and
13 Customs Enforcement Processing Center (“NWIPC”), and

14 WHEREAS the NWIPC requires detainees to utilize a private, for-profit
15 phone service to place phone calls, and

16 WHEREAS communication with the outside world is crucial for incarcerated
17 people, and this includes individuals facing deportation while detained in immigration
18 detention centers who do not have the right to court-appointed counsel, and

19 WHEREAS having the ability to make a telephone call while in a detention
20 center is essential for a variety of reasons, including to secure legal representation
21 or advice, to gather evidence to support their defenses against deportation, and to
22 receive needed emotional support from family and friends, and

23 WHEREAS detained immigrants with legal representation are ten times more
24 likely to win their immigration cases compared to those who lack legal counsel, and
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1 are seven times more likely to be released from custody than those without counsel,

2 and

3 WHEREAS telephone calls from within the detention center are not free, and
4 the cost of telephones calls exceeds 50 cents per minute for individuals in detention,

5 and

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7 WHEREAS in some cases, detainees can contact Northwest Immigrant
8 Rights Project (“NWIRP”) for free, however not all detainees have NWIRP attorneys,

9 and

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11 WHEREAS low-income individuals detained in the NWIPC risk being unable
12 to afford to pay for telephone access and face reduced access to legal support, as
13 well as poor mental and emotional health impacts from isolation, and

14 WHEREAS, at the February 20, 2024, Study Session, Council Member Diaz
15 shared a Council Consideration Request to authorize the one-time use of \$10,000
16 from the Council Contingency Fund to AIDNW for their phone call fund to support
17 access to phone services for detainees in the NWIPC, and

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19 WHEREAS City staff will negotiate and execute an agreement for services,
20 with terms and deliverables for the City’s contribution, and

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WHEREAS RCW 35.34.250 and 35.34.260 authorize a withdrawal from the Council Contingency fund for any municipal expense, the necessity or extent of which could not have been foreseen or reasonably evaluated at the time of adopting the budget, and

WHEREAS Ordinance No. 22569 requires an affirmative vote of not less than six members of the Council in order to withdraw moneys from this fund; Now, Therefore,

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

Section 1. That one-time funding in the amount of \$10,000, budgeted from the Council Contingency Fund, is hereby approved for the purpose of supporting the Advocates for Immigrants in Detention Northwest (“AIDNW”), for their phone call fund to support access to phone services for detainees in the Northwest Immigration and Customs Enforcement Processing Center.



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Section 2. That the proper officers of the City are hereby authorized to confirm deliverables with AIDNW for the purposes hereinabove enumerated, and document as appropriate.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



ORDINANCE NO. 28956

1 AN ORDINANCE relating to telecommunications and franchise services;
 2 granting a non-exclusive franchise to Ziplly Fiber Pacific, LLC, dba Ziplly
 3 Fiber, to construct, operate, and repair a telecommunications system
 4 throughout the City of Tacoma; setting forth provisions, terms and
 5 conditions of the grant of franchise; specifically making such grant
 6 subject to the provisions of Title 16B and Title 10 of the Tacoma
 7 Municipal Code, as well as the Tacoma City Charter; providing for City
 8 regulation of the Telecommunications System; prescribing liquidated
 9 damages and certain other remedies for violation of franchise provisions
 10 in addition to those specified pursuant to the Municipal Code and the
 11 City of Tacoma Charter.

12 WHEREAS, Ziplly Fiber Pacific, LLC, dba Ziplly Fiber, a limited liability
 13 company (“Ziplly Fiber” or “Franchisee”) is a telecommunications company
 14 involved in the business of operating telecommunications networks utilizing
 15 fiber optic technology, and has applied for a Franchise to install, operate, and
 16 maintain a telecommunications network in the City of Tacoma, and,

17 WHEREAS, the City Council has determined to grant such a franchise to
 18 Ziplly upon those certain terms and conditions which the Council deems
 19 necessary due to the unique nature of fiber optic cable, and

20 WHEREAS this City of Tacoma Telecommunications Franchise
 21 Ordinance contains the following sections:

SECTION 1. DEFINITIONS

- 22 1.1 City
- 23 1.2 City Manager
- 24 1.3 Communications facility
- 25 1.4 Communications system
- 26 1.5 Construction, operation, or repair
- 1.6 Customer
- 1.7 Facilities or Installations
- 1.8 Franchise
- 1.9 Franchise area
- 1.10 Franchisee



1	1.11	Gross receipts
	1.12	Operator
2	1.13	Overhead facilities
	1.14	Person
3	1.15	Public rights-of-way
	1.16	System
4	1.17	Telecommunications
	1.18	Telecommunications system
5	1.19	Telephone service
6	1.20	Title
	1.21	Underground facilities
7	SECTION 2. FRANCHISE	
8	2.1	Grant of Franchise
	2.2	Franchise Term
9	2.3	Franchise Non-exclusive
	2.4	Transfers, Generally
10	2.5	Change in Control-Notice and Affiliate Exception
	2.6	Revocation
11	2.7	Right to Purchase the System
12	2.8	Right to Require Removal of Property/Right to Remove Property
13	2.9	Customers' Right to Obtain Service
14	2.10	Responsibility for Costs
	2.11	Work of Contractors and Subcontractors
15	2.12	Survival of Terms
16	SECTION 3. OPERATION IN STREETS AND RIGHTS-OF-WAY	
17	3.1	Use of Public Rights-of-Way
	3.2	Construction, Operation, or Repair
18	3.3	Right to Inspect and Order Corrections
19	3.4	Information Regarding Ongoing Work
20	SECTION 4. REGULATORY PROVISIONS	
	4.1	Intent
21	4.2	Remedies for Franchise Violations
	4.3	Procedure for Remedying Franchise Violations
22	4.4	Failure to Enforce
	4.5	Force Majeure
23	4.6	Alternative Remedies
24	4.7	Compliance with the Laws
25	SECTION 5. REPORTING REQUIREMENTS	
26	5.1	Quarterly Reports
	5.2	Annual Report



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- 5.3 Additional Reports
- 5.4 Open Records/Confidentiality

SECTION 6. COMPENSATION AND FINANCIAL PROVISIONS

- 6.1 Fees; Taxes
- 6.2 Auditing and Financial Records.....
- 6.3 Performance Bond
- 6.4 Indemnification by Franchisee.....
- 6.5 Franchisee Insurance.....
- 6.6 Security Fund

SECTION 7. MISCELLANEOUS PROVISIONS

- 7.1 Posting and Publication.....
- 7.2 Guarantee of Performance.....
- 7.3 Governing Law and Venue.....
- 7.4 No Recourse
- 7.5 Notice
- 7.6 Execution



BE IT ORDAINED BY THE CITY OF TACOMA:

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Section 1 - DEFINITIONS. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein; words not defined herein which are defined in Title 16B, shall have the same meaning or be interpreted as provided in Title 16B. Words not defined here or in Title 16B shall be construed consistently with Title 47 of the United States Code, and if not therein, they shall have their common and ordinary meaning. A reference to any Title of the Tacoma Municipal Code or to the City's Charter refers to the same as may be amended from time to time.

1.1 "City" means the City of Tacoma, a municipal corporation of the state of Washington, and all departments, divisions, and agencies thereof, including Tacoma Public Utilities.

1.2 "City Manager" means the City Manager or the City Manager's designee.

1.3 "Communications facility" means a device which, along or as part of an aggregation of devices, is capable of transmitting signals from place to place.

1.4 "Communications system" refers to a telecommunications system.

1.5 "Construction, operation, or repair" and similar formulations of this term mean the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement, or components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, and excavation.



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1.6 "Customer" means any Person or entity who legally receives within the corporate limits of the City any one or more of the services provided by the Telecommunications System.

1.7 "Facilities" or "Installations" are and refer to and include, but are not limited to, plant, systems, improvements, and equipment owned, leased, or otherwise used by the Franchisee, such as poles, fiber, wires, fixtures, equipment, above ground and underground circuits, and conduit in public rights-of-way and other property necessary or convenient for the transmission and distribution of communications service where such facilities are located. This term, when used without a modifier, shall be considered to encompass both Overhead Facilities and Underground Facilities.

1.8 "Franchise" conditioned as set forth herein, and under the Tacoma Municipal Code and the City Charter.

1.9 "Franchise Area" means that area within the present and future corporate limits of Tacoma that a Franchisee is authorized to serve by the terms of its Franchise or by operation of law.

1.10 "Franchisee" is Zply Fiber Pacific, LLC dba Zply Fiber, a limited liability company, with its home office at 135 Lake Street South, Suite 155, Kirkland, WA 98033.

1.11 "Gross Receipts" shall have the meaning ascribed in Article VIII of the City Charter or the meaning given to the phrase "Gross Revenue" as set forth in Title 16 of the Tacoma Municipal Code.



1.12 "Operator" when used with reference to a system, refers to a
1 Person (a) who provides service over a Communications System and directly or
2 through one or more affiliates owns a significant interest in such facility; or
3 (b) who otherwise controls or is responsible for, through any arrangement, the
4 management and operation of such a facility. A Person that operates under
5 agreement of a Telecommunications System or a specific portion of a
6 Telecommunications System to provide Telecommunications Services shall be
7 treated as an Operator for purposes of this Franchise.
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10 1.13 "Overhead Facilities" refers to electric utility and Communications
11 Facilities located above the surface of the ground, including the underground
12 supports and foundations for such Facilities.

13 1.14 "Person" includes any individual, corporation, partnership,
14 association, joint stock company, trust, or any other legal entity, but not the City
15 for purposes hereof.
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17 1.15 "Public Rights-of-Way" mean the public streets and easements
18 which, under the City Charter, the Tacoma Municipal Code, City ordinances,
19 and applicable laws, the City has authority to grant Franchises, permits, or
20 Licenses for use thereof or has regulatory authority thereover, but expressly
21 excluding railroad rights-of-way, airport, and harbor areas. Public
22 Rights-of-Way for the purpose of this Franchise do not include buildings, parks,
23 poles, conduits, similar facilities, or property owned by or leased to the City,
24 including, by way of example and not limitation, structures in the Public
25 Rights-of-Way such as utility poles and light poles.
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1.16 "System" means the Telecommunications System.

1 1.17 "Telecommunications Service" or "Service" means the
2 transmission for hire of information in electronic or optical form, including, but
3 not limited to, voice, video, or data, whether or not the transmission medium is
4 not limited to, voice, video, or data, whether or not the transmission medium is
5 owned by the provider itself. Telecommunications Service includes telephone
6 service but does not include Cable Service or over-the-air broadcasts to the
7 public-at-large from facilities licensed by the Federal Communications
8 Commission or any successor thereto.

9 1.18 "Telecommunications System" or "Telecommunications Facility"
10 means a tangible facility that is used to provide one or more Telecommunications
11 Services, any portion of which occupies Public Right-of-Way. The term
12 Telecommunications System by way of example, and not limitation, includes
13 wires, equipment cabinets, guys, conduit, radio transmitting towers, poles, other
14 supporting structures, and associated and appurtenant facilities used to transmit
15 telecommunications signals. The term Telecommunications System includes all
16 devices mounted on poles, including but not limited to light and utility poles, in
17 the Public Rights-of-Way through which Telecommunications Services are
18 originated or terminated. An open video system is not a Telecommunications
19 System to the extent that it provides only video services; a Cable System is not a
20 Telecommunications System to the extent that it provides only Cable Service.
21 The term Telecommunications Facility includes any of the tangible components
22 of a Telecommunications System which occupies Public Rights-of-Way.
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1.19. "Telephone Service" means the providing by any person of access
1 to a local telephone network, local telephone network switching service, toll
2 service, or coin telephone service, or providing telephonic, video, data, or
3 similar communication or transmission for hire via a local telephone network, toll
4 line, channel, cable, microwave, or similar communication or transmission
5 system. Telephone Service includes intrastate or interstate service, including
6 toll service, originating from, or received on, communications equipment or
7 apparatus in this State if the charge for the service is billed to a person in this
8 State. Telephone Service does not include the providing of "Competitive
9 telephone service" as defined in Tacoma Municipal Code §6A.40.030, the
10 providing of cable television service, or the providing of broadcast services by
11 radio or television stations.
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1.20 "Title," when used alone in the context of referring to the Title of
14 the Tacoma Municipal Code, shall mean Title 16 (and more specifically Title
15 16B) of the Tacoma Municipal Code.
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1.21 "Underground Facilities" refers to electric utility and
18 Communications Facilities located under the surface of the ground, excluding
19 the underground foundations or supports for Overhead Facilities.
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Section 2 - FRANCHISE.

2.1 Grant of Franchise. The City hereby grants to Franchisee a
22 non-exclusive Franchise which, once it becomes effective, shall authorize
23 Franchisee, to use the City's Public Rights-of-Way within the Franchise Area to
24 construct, repair, and operate an underground fiber optic Telecommunication
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1 System to provide Telecommunication Service, and to continue using the City's
2 Public Rights-of-Way as hereby authorized.

3 Such grant is subject to and must be exercised in strict accordance with
4 and subject to this Franchise Agreement, Title 16B and other applicable
5 provisions of the Tacoma Municipal Code, the Tacoma City Charter including
6 but not limited to the provisions set forth in Article VIII of the Charter, applicable
7 law, including by way of example and not limitation, zoning law codes and
8 permitting requirements, and this Franchise may be revoked if it is not so
9 exercised. Neither the granting of this Franchise, or any provision thereof,
10 shall constitute a waiver or bar to the exercise of any governmental right or
11 power, police power, or regulatory power of the City as may exist at the time the
12 Franchise is issued or thereafter be obtained. No rights shall pass to the
13 Franchisee by implication. This Franchise shall constitute both a right and an
14 obligation to provide the services of the Telecommunications System as
15 required by the provisions of this Franchise.
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18 The grant of this Franchise is limited to the purpose of Franchisee
19 providing Telecommunications Service. This Franchise does not include
20 permission to provide cable service, as defined in 47 U.S.C. § 522,
21 multichannel video programming, open video systems, or uses other than
22 Telecommunications Service.
23

24 Notwithstanding the above grant to use Public Rights-of-Way, no
25 Public Rights-of-Way shall be used by Franchisee if the City, in its sole opinion,
26 determines that such use is inconsistent with the terms, conditions or provisions



1 by which such Public Rights-of-Way was created or dedicated, or presently
2 used under applicable laws.

3 No Person placing a Telecommunications System in the Public
4 Rights-of-Way shall unlawfully discriminate in hiring, in contracting, or in the
5 provision of Services.

6 In the event of any conflict between a provision in this Franchise
7 and any provision of the City Charter, which Charter is incorporated herein by
8 reference, the applicable provision of the Charter shall control over any
9 inconsistent provision of this Franchise.
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11 2.2 Franchise Term. The term of the Franchise shall be ten years
12 unless terminated sooner in accordance with this Franchise, Title 16(B), or the
13 City Charter.

14 2.3 Franchise Non-Exclusive. The Franchise granted herein shall be
15 non-exclusive.
16

17 2.4 Transfers, Generally.

18 A. No Transfer shall occur without the prior written notice and
19 approval of the City Council, which shall not be unreasonably withheld. A
20 Transfer is any transaction in which: (1) all or a portion of the
21 Telecommunications System is sold or assigned (2) there is any change,
22 acquisition, or direct or indirect transfer of control of the Franchisee; or (3) the
23 rights and/or obligations held by the Franchisee under the Franchise are
24 transferred, sold, assigned, or leased, in whole or in part, directly or indirectly,
25 to another party. The term "control" in subsection (2) above refers to actual
26



1 working control, in whatever manner exercised. It will be presumed that a
2 change in working control within the meaning of subsection (2) has occurred in
3 any case where there is a change in voting interest of 10 percent or more; or a
4 change in voting interest that results in a Person obtaining a 50 percent or
5 greater interest in Franchisee; or a change in voting interest that results in a
6 Person that held 50 percent or greater interest reducing their interest to below
7 50 percent. A Transfer without the prior written approval of the City is a
8 substantial violation of this Franchise and shall make the Franchise subject to
9 termination by the City as provided herein and in Title 16B.
10

11 B. Applications for approval of any Transfer shall be filed in
12 accordance with procedures set out in Title 16B of the Tacoma Municipal Code.

13 C. Franchisee, shall within 60 days of the closing date of any
14 Transfer, file with the City Clerk a copy of the deed, agreement, contract,
15 mortgage, lease, SEC filing, or other written instrument evidencing such sale,
16 lease, contractual agreement, mortgage, assignment or Transfer, certified and
17 sworn to as correct by Franchisee. Every such Transfer, whether voluntary or
18 involuntary, may be deemed void and of no effect as to the effectiveness of this
19 Franchise by the City unless Franchisee files the required copy within the
20 60-day period.
21

22 D. The requirements of this section shall not be deemed to
23 prohibit the use of Franchisee's property as collateral for security in financing
24 the construction or acquisition of all or part of the Telecommunications System
25 franchised hereunder provided that no such security shall purport to attach the
26



1 City's real property interest in the Public Right-of-Way. In addition, no such
2 arrangement may be made if it would in any respect under any condition
3 prevent the Operator or any successor from complying with the Franchise and
4 applicable law, nor may any such arrangement permit a third party to succeed
5 to the interest of the Operator, or to own or control the Telecommunications
6 System, without the prior consent of the City. Any mortgage, pledge or lease
7 shall be subject to and subordinate to the rights of the City under this Franchise,
8 and other applicable law.

9 2.5 Change in Control-Notice and Affiliate Exception. Franchisee
10 shall promptly notify the City of any proposed change in, transfer of, or
11 acquisition by any other Person of an ownership interest in Franchisee that
12 results in a change in control of Franchisee within the meaning of Section 2.4.A.
13 However, if the proposed change in control merely results in a Transfer of
14 control from Franchisee to another entity that is 100 percent owned by a direct
15 parent of Franchisee, and such parent provided an unconditional guaranty of
16 performance of the Transferee Affiliate at the time the Franchise was issued,
17 then such Transfer shall not require the prior approval of the City so long as all
18 the conditions on affiliate Transfers set forth in Title 16B are satisfied (including,
19 without limitation, the notice requirements).

20 2.6 Revocation. In addition to any rights set out elsewhere in this
21 Franchise, the City Charter or Title 16, the City reserves the right to declare a
22 forfeiture or otherwise revoke this Franchise, and all rights and privileges
23 pertaining thereto, as provided in Title 16(B) or in the event that:
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- 1 Franchise; or
- 2 B. Franchisee is found to have engaged in any actual or
- 3 attempted fraud or deceit upon the City, Persons or Customers; or
- 4
- 5 C. Franchisee fails to obtain and maintain any permit required
- 6 by any federal or state regulatory body or by the City, relating to the
- 7 construction, repair and operation of the System; or
- 8
- 9 D. At any time during the term of the Franchise, Franchisee
- 10 fails to provide and maintain all of the securities required under this Franchise
- 11 including, but not limited to, the performance bond and letter of credit; fails to
- 12 maintain the insurance required by this Franchise; or fails to satisfy the
- 13 indemnity set out in this Franchise; or if Franchisee's guarantor revokes its
- 14 guarantee or fails to satisfy or becomes unable to satisfy its obligations
- 15 thereunder.
- 16
- 17 E. The procedures for revocation and forfeiture shall be
- 18 governed by Title 16B, Section 16B.05.100. Before the Franchise is revoked,
- 19 Franchisee shall be given notice and opportunity to cure at least equivalent to
- 20 that required by Title 16B as of the effective date of this Franchise (except in
- 21 those cases where notice and opportunity to cure are not required), and shall
- 22 be accorded at least an opportunity to be heard that provides at least the due
- 23 process protections required by Title 16B as of the effective date of this
- 24 Franchise, which opportunities and protections are set out in Section 2.6.F.,
- 25 below.
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F. (1) Where, after notice and providing the Franchisee an opportunity to be heard (if such opportunity is timely requested by a Franchisee), the City finds that there has been an act or omission that would justify revocation of the Franchise, the City may make an appropriate reduction in the remaining term of the Franchise or revoke the Franchise. However, the Franchise may only be revoked if the Franchisee (a) was given written notice of the default; and (b) 30 days to cure the default; and (c) the Franchisee failed to cure the default, or to propose a schedule for curing the default acceptable to the City where it is impossible to cure the default in 30 days. The required written notice may be given before the City conducts the proceeding required by this paragraph. No opportunity to cure is required for repeated violations, and fraud shall be deemed incurable.

(2) Notwithstanding the foregoing, the City may declare a Franchise forfeited without opportunity to cure when the Franchisee: (a) stops providing service it is required to provide in the Franchise (b) Transfers without the prior consent of the City as required in the Franchise; (c) fails to pay the Franchise application/administrative fees owed hereunder; or (d) defrauds or attempts to defraud the City or Franchisee's customers. However, Franchisee shall have the right to receive 30 days' prior notice of an intent to declare a Franchise forfeited, and shall have the opportunity to show cause why the Franchise should not be forfeited.

(3) Notwithstanding the foregoing, the Franchise will automatically terminate by force of law 120 calendar days after an assignment



1 for the benefit of creditors or the appointment of a receiver or trustee to take
2 over the business of the Franchisee, whether in a receivership, reorganization,
3 bankruptcy assignment for the benefit of creditors, or other action or
4 proceeding. However, the Franchise may be reinstated within that 120-day
5 period, if: (a) such assignment, receivership or trusteeship has been vacated;
6 or (b) such assignee, receiver or trustee has fully complied with the terms and
7 conditions of Title 16B and this Franchise and has executed an agreement,
8 approved by any court having jurisdiction, assuming and agreeing to be bound
9 by the terms and conditions of Title 16B and this Franchise. However, in the
10 event of foreclosure or other judicial sale of any of the facilities, equipment or
11 property of a Franchisee, the City may revoke this Franchise, following a public
12 hearing before the City Council, by serving notice upon the Franchisee and the
13 successful bidder at the sale, in which event the Franchise and all rights and
14 privileges of this Franchise will be revoked and will terminate 30 calendar days
15 after serving such notice, unless: (a) the City has approved the Transfer of the
16 Franchise to the successful bidder; and (b) the successful bidder has
17 covenanted and agreed with the City to assume and be bound by the terms and
18 conditions of this Franchise and Title 16B.
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21 2.7 Right to Purchase the System.
22

23 A. In the event the City has declared a forfeiture for cause or
24 otherwise validly revoked this Franchise as provided herein, or in the event of
25 expiration of the initial term of this Franchise without this Franchise being
26 renewed or extended (referred to below collectively as a "termination"),



1 Franchisee shall remove its Facilities from the Public Rights-of-Way under
2 Section 2.8, unless the City elects to purchase the Facilities as provided under
3 Section 2.7.B.

4 B. In the event the City has declared a forfeiture for cause or
5 otherwise validly revoked this Franchise as provided herein, or in the event of
6 expiration of the initial term of this Franchise without this Franchise being
7 renewed or extended as provided in Section 2.2 (referred to below collectively
8 as a "termination"), the City shall have an option upon the termination of the
9 Franchise to purchase that portion of the Telecommunications System owned
10 by the Franchise located in the Right-of-Way, whether termination is, or is not,
11 for cause. This option requires Franchisee to convey the Telecommunications
12 System or such portion thereof as the City may choose to purchase free and
13 clear of any encumbrances, along with (1) all equipment, Facilities, tools,
14 vehicles and real/personal property interests necessary for the
15 Telecommunications System's operation, free and clear of any encumbrances;
16 (2) Customer lists and billing records; (3) all repair records, maps, and
17 equipment and Facilities records (including records identifying equipment that is
18 being used in the field, warranties with respect to such equipment and the like);
19 (4) and such other properties, contract rights or intangibles as may be normally
20 conveyed in order to permit a buyer to take over and continue the operations of
21 a seller with minimal disruption to Customers; provided, that nothing herein
22 shall require the City to accept or pay for any contract that it does not wish to
23 assume. Franchisee is not required to convey portions of the
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1 Telecommunications System located outside the City which are essential to
2 Franchisee's operations in other communities, and which were so identified on
3 the inventory provided pursuant to Section 2.7.A. This option also requires
4 Franchisee to sell the Telecommunications System, or such portion thereof as
5 the City may choose to purchase at an equitable price, if the Franchise is
6 terminated for cause. If Franchisee's request for a Franchise renewal is denied,
7 the option requires Franchisee to sell the Telecommunications System, or such
8 portion thereof as the City may choose to purchase, at fair market value,
9 determined on the basis of the value of the Telecommunications System as a
10 going concern (taking into account such property used and useful in providing
11 service within the City that is not to be conveyed) and with no value allocated to
12 the Franchise itself.

14 C. The City may exercise its Section 2.7.B option rights in the
15 following manner: the City will first give Franchisee written notice of its intent to
16 purchase the Telecommunications System or a portion of the
17 Telecommunications System and request an inventory of the System or portion
18 specified in the City of Tacoma. Thereafter, Franchisee shall have 60 days to
19 produce the requested inventory and the City shall have up to 180 days after
20 receiving the inventory to notify Franchisee that it intends to continue with the
21 exercise of its right to purchase the Telecommunications System or a portion of
22 the Telecommunications System. Within 90 days of the date the City notifies
23 Franchisee of its intent to exercise the option, or by such other time as the
24 parties may separately agree, the parties shall meet to establish a price that
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1 comports with the requirements of Section 2.7.B. If the parties are unable to
2 agree to a price within 180 days after the City notifies Franchisee that the City
3 intends to exercise its purchase option, either party may require the price to be
4 set by appraisal by sending the other party notice that it wishes to have the
5 price set by appraisal. Within 45 days of the date that notice is submitted, each
6 party may appoint one appraiser. If each party appoints an appraiser, the two
7 appraisers shall appoint a third appraiser; if only a single appraiser is appointed
8 (whether by mutual agreement or because of the failure of a party to timely
9 nominate an appraiser) that appraiser shall be the sole appraiser. The
10 appraiser or appraisers shall establish a price for the System or portion thereof
11 that the City desires to purchase in accordance with Section 2.7.B. This
12 appraisal determination shall be final and non-appealable. The City shall have
13 120 days after the decision of the appraisers to notify Franchisee that it wishes
14 to conclude the transaction; if it does not so notify Franchisee, the option shall
15 be deemed terminated. If the City gives the notice required by the preceding
16 paragraph, the parties will thereafter promptly sign all necessary documents
17 required to close the transaction; provided, however, that the City may make
18 conclusion of the transaction conditional upon any necessary voter approval of
19 any bond funding for acquisition of all or a part of the System and, if applicable,
20 the successful sale of the bonds.
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24 The City and Franchisee will share equally the costs associated with any
25 appraiser that is jointly appointed (by them or by the appraisers each selects);
26 the City will bear costs associated with any appraiser that it separately appoints



1 and Franchisee will bear costs associated with any appraiser that it separately
2 appoints.

3 D. (1) Nothing in this section or in any other section of this
4 Franchise shall prevent the City's exercise of its rights under the Tacoma City
5 Charter. Included within the rights granted under Tacoma's Charter is the right
6 to purchase or condemn Franchisee's property within the Franchised Area at
7 any time, which right is expressly set out in Section 8.1(c) of the Charter as
8 follows:

9 "to acquire by purchase or condemnation, for the use of the
10 City itself or its inhabitants, all of the property of the grantee
11 within the public streets, alleys, or places at a fair and just
12 value, which shall not include any valuation of the franchise,
right, or privilege, which shall thereupon be terminated."

13 (2) Likewise, nothing in this section or in any other
14 section of this Franchise shall be read to limit the City's right to acquire the
15 Telecommunications System through exercise of any right of eminent domain
16 under state law.

17 (3) Nothing in this section shall be read to limit the City's
18 right to acquire the Telecommunications System as a result of abandonment.

19 E. In the event the City purchases, acquires, takes over, or
20 holds all or parts of the System, the City shall have the right without limitation to
21 assign, sell, lease, or otherwise transfer its interest in all or parts of the System
22 to any other Person or entity, including any other Franchisee of a
23 Telecommunications System, on whatever terms the City deems appropriate.
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26 2.8 Right to Require Removal of Property/Right to Remove Property.



1 A. Upon termination of this Franchise, Franchisee may be
2 required to remove its property from any Public Rights-of-Way, and restore
3 such Rights-of-Way to their same or better condition as existed just prior to
4 such removal, subject to any rights Franchisee may have to abandon property
5 in place, as set out in Title 16B. If Franchisee fails to remove property that the
6 City requires it to remove, the City may perform the work and collect the cost
7 thereof from Franchisee. The actual cost thereof, including direct and indirect
8 administrative costs, shall be a lien upon all plant and property of Franchisee
9 effective upon filing of the lien with the Pierce County Auditor.
10

11 B. To the extent any portion of the System in the Public
12 Rights-of-Way or on any other public property is not removed by the Operator
13 within 12 months of the later of the end of the Franchise term or any
14 Continuation Period, the property will be deemed abandoned and shall become
15 the property of the City if the City wishes to own it.
16

17 C. Any order by the City issued pursuant to Section 2.8.A to
18 remove Installations shall be sent by registered or certified mail to Franchisee
19 not later than 24 months following the date of Franchise termination. Removal
20 shall be completed (except with respect to property that Franchisee is permitted
21 to abandon in place) not later than 12 months following the date of notification
22 to remove the Facilities.
23

24 D. Franchisee shall file a written removal plan with the City not
25 later than 30 calendar days following the date of the receipt of any orders
26 directing removal, or any consent to removal describing the work that will be



1 performed, the manner it will be performed, and a schedule for removal by
2 location. The removal plan shall be subject to approval and regulation by the
3 City, including, without limitation, the City's Right-of-Way Restoration Policy.
4 The affected property must be restored to as good or better condition than
5 existed immediately prior to removal; and those damaged by removal must be
6 compensated for the damage.

7 E. The purchase option provided for in Section 2.7 does not
8 affect the City's authority to require Franchisee to remove its
9 Telecommunications System upon Franchise termination, as provided in this
10 section and Title 16B, nor does it affect the City's right to assume ownership of
11 any portion of the Telecommunications System that is abandoned. Within
12 60 days of a request by the City, the Franchisee shall execute such documents
13 as may be required to convey such abandoned property to the City free and
14 clear of all encumbrances.

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17 2.9 Customers' Right to Obtain Service. It shall be the right of all
18 Customers to receive all available services insofar as their financial and other
19 obligations to Franchisee are honored during the term of the Franchise or any
20 Continuation Period. In addition to the obligations established under the other
21 provisions of this Franchise, in the event that Franchisee elects to overbuild,
22 rebuild, modify, or sell the system, Franchisee shall make its best effort to
23 ensure that all Customers receive continuous uninterrupted service at rates
24 which are fair and reasonable, regardless of the circumstance.
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1 2.10 Responsibility for Costs. Except as expressly provided otherwise,
2 any act that Franchisee is required to perform under this Franchise shall be
3 performed at its cost. If Franchisee fails to perform work that it is required to
4 perform within the time provided for performance, the City may perform the
5 work and bill the Franchisee. The Franchisee shall pay the amounts billed
6 within 30 days of receipt of the bill. The parties agree that any amounts paid
7 pursuant to this section or Title 16B are not franchise fees.

8 2.11 Work of Contractors and Subcontractors. Work by contractors
9 and subcontractors is subject to the same restrictions, limitations and conditions
10 as if the work were performed by Franchisee. Franchisee shall be responsible
11 for all work performed by its contractors and subcontractors, and others
12 performing work on its behalf as if the work were performed by it and shall
13 ensure that all such work is performed in compliance with this Franchise and
14 Title 16B, and other applicable law, including without limitation, the City's Right-
15 of-Way Restoration Policy, and shall be jointly and severally liable for all
16 damages and correcting all damage caused by them. It is Franchisee's
17 responsibility to ensure that contractors, subcontractor or other Person(s)
18 performing work on Franchisee's behalf are familiar with the requirements of
19 this Franchise, Title 16B, the City's Right-of-Way Restoration Policy, and other
20 applicable laws governing the work performed by them.

21 2.12 Survival of Terms. Upon the termination or forfeiture of the
22 Franchise, Franchisee shall no longer have the right to occupy the Public
23 Rights-of-Way for the purpose of providing Telecommunications Service.



1 However, Franchisee's obligations to the City (other than the obligation to
2 provide service to Customers) survive the expiration of these rights according to
3 their terms. By way of illustration and not limitation, Sections 2.7, 2.8, 2.10, and
4 4 of this Franchise shall continue in effect as to Franchisee notwithstanding any
5 expiration, forfeiture, or revocation of the Franchise, except to the extent that a
6 City-approved Transfer, sale, or assignment of the Telecommunications System
7 is completed, and another entity has assumed full and complete responsibility
8 for the Telecommunications System or for the relevant acts or omissions.

9
10 SECTION 3 - OPERATION IN STREETS AND RIGHTS-OF-WAY.

11 3.1 Use of Public Rights-of-Way. Franchisee may, subject to the
12 terms of this Franchise and Title 16B, the City's Right-of-Way Restoration
13 Policy, and other applicable laws, construct, operate and maintain an
14 underground fiber optic Telecommunications System in Public Rights-of-Way
15 within the Franchise Area, to provide Telecommunications Services. Without
16 limiting the foregoing, Franchisee expressly agrees that it will construct, operate
17 and maintain its System in compliance with the requirements of Title 16B,
18 including those governing the placement of its Telecommunications System,
19 and with other applicable City codes; and will obtain and maintain all bonds and
20 billable work orders required by the same.

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22
23 3.2 Construction, Operation, or Repair. Franchisee shall, in all cases,
24 comply with all lawful City ordinances and regulations now in effect or
25 hereinafter enacted regarding the acquisition of permits and such other items as
26 may be required by the City in connection with the construction, operation or



1 repair of the Telecommunications System, including, without limitation, the
2 City's Right-of-Way Restoration Policy.

3 Without limiting the foregoing, Franchisee agrees that it shall, in the
4 course of constructing, operating and maintaining its Telecommunications
5 System comply with the requirements of Title 16B and among other things:

6 A. (1) Franchisee shall, with as much advance notice as is
7 feasible under the circumstances, but in no event less than 90 days, except in
8 circumstances there is a risk to public safety, protect, support, temporarily
9 disconnect, relocate, or remove any of its property when required by the City by
10 reason of traffic conditions; public safety; Public Rights-of-Way construction;
11 Public Rights-of-Way repair (including resurfacing or widening); change of
12 Public Rights-of-Way grade; construction, installation or repair of sewers,
13 drains, water pipes, power lines, signal lines, tracks, or any other type of
14 government-owned Communications System, public work, public project, public
15 facility, or improvement or any government-owned utility; Public Rights-of-Way
16 vacation; or for any other purpose where the work involved would be aided by
17 the removal or relocation of the Telecommunications System. Collectively,
18 such matters are referred to below as the "public work."
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21 (2) In the event of an emergency, or where the
22 Telecommunications System creates or is contributing to an imminent danger to
23 health, safety, or property, the City may protect, support, temporarily
24 disconnect, remove, or relocate any or all parts of the Telecommunications
25 System without prior notice, and charge the Franchisee for costs incurred. The
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1 City shall notify Franchisee as soon as is reasonably practical, after any City
2 action pursuant to this Section

3 (3) In the case of non-public work, if any Person that is
4 authorized to place Facilities in the Rights-of-Way requests Franchisee to
5 protect, support, temporarily disconnect, remove, or relocate Franchisee's
6 facilities to accommodate the construction, operation, or repair of the facilities of
7 such other Person, the Franchisee shall, after 90 days' advance written notice,
8 take action to effect the necessary changes requested. In the case of non-
9 public work or non-public projects, unless the matter is governed by a valid
10 contract or a state or federal law or regulation, or unless the Franchisee's
11 Telecommunications System was not properly installed, the reasonable cost of
12 the same shall be borne by the Person requesting the protection, support,
13 temporary disconnection, removal, or relocation and at no charge to the City,
14 even if the City makes the request for such action.

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17 (4) Franchisee shall, on the request of any Person
18 holding a valid permit issued by a governmental authority, temporarily raise or
19 lower its wires to permit the moving of buildings or other objects. The expense
20 of such temporary removal or raising or lowering of wires shall be paid by the
21 Person requesting the same.

22
23 B. The Franchisee's obligation to construct, operate, and
24 repair its Telecommunications System in compliance with all laws, ordinances,
25 departmental rules and regulations and practices affecting such System,
26 includes, by way of example, and not limitation, the obligation to construct,



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operate and repair in accordance with zoning codes, safety codes and City construction standards, including the most current version of the Standard Specifications for Road, Bridge and Municipal Construction, as prepared by the Washington State Department of Transportation (WSDOT) and the Washington State Chapter of American Public Works Association (APWA); the most current version of the APWA Amendments to Division One, and the most current version of the City of Tacoma Amendments thereto. In addition, the construction, operation, and repair shall be performed in a manner consistent with high industry standards. The Franchisee shall exercise reasonable care in the performance of all its activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property. In the event that Franchisee's work or other use of the Public Right-of-Way causes damage to any City facility, Franchisee shall bear the cost of repairing, or replacing as necessary, such City facility.

C. Franchisee's construction, operation, or repair of its Telecommunications System shall not commence until all required permits have been properly filed for and obtained from the proper City officials and all required permits and associated fees paid. In any permit so issued, the City may impose, as a condition of the granting of the permit, such conditions and regulations as may be necessary to the management of the Public Rights-of-Way, including, by way of example and not limitation, for the purpose of protecting any structures in the Public Rights-of-Way, maintaining proper



1 distance from other utilities, for the proper restoration of such Public
2 Rights-of-Way and structures, and for the protection of the City and the public
3 and the continuity of pedestrian and vehicular traffic.

4 D. Franchisee must follow City-established requirements for
5 placement of Facilities in Public Rights-of-Way, including the specific location of
6 Facilities in the Public Rights-of-Way, and must in any event install Facilities in
7 a manner that minimizes interference with the use of the Public Rights-of-Way
8 by others, including others that may be installing Communications Facilities.
9 The City may require that Facilities be installed at a particular time, at a specific
10 place, or in a particular manner as a condition of access to a particular Public
11 Right-of-Way area; may deny access if Franchisee is not willing to comply with
12 the City's requirements; and may remove, or require removal of, any Facility
13 that is not installed in compliance with the requirements established by the City,
14 or which is installed without prior City approval of the time, place, or manner of
15 installation and charge the Franchisee for all the costs associated with removal;
16 and may require Franchisee to cooperate with others to minimize adverse
17 impacts on the Public Rights-of-Way through joint trenching and other
18 arrangements.

19 E. Franchisee agrees that, as a condition of a permit for
20 installation of conduit, the City may require it to install conduit in excess of its
21 reasonably foreseeable requirements for the purpose of accommodating the
22 City and/or other Franchisees and Licensees where the City Manager
23 determines it is appropriate to do so to minimize disruption of public passage or
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1 infrastructure, to forestall or relieve exhaustion of Right-of-Way capacity, or to
2 protect environmentally sensitive areas.

3 F. If the City requires the Franchisee to install additional conduit
4 for city use pursuant to RCW 35.99.070, Franchisee may recover costs as
5 provided for therein.

6 G. To the extent possible, Franchisee shall use conduit
7 existing at the time of permitting in installing its System.

8 H. Whenever all existing utilities are located underground in
9 an area in the City, the Franchisee must also locate its Telecommunication
10 System underground, including Telecommunication System Facilities, such as
11 drops, which cross private property.

12 1. Whenever the owners of poles locate or relocate
13 underground within an area of the City, the Franchisee shall concurrently
14 relocate its Facilities underground at its own cost.

15 2. Whenever an electric utility opens a trench for the
16 purpose of installing or relocating Facilities, the Franchisee shall concurrently
17 relocate its Facilities underground and, if it uses the same trench, share the
18 cost.

19 3. The City Manager may, for good cause shown,
20 exempt a particular portion of the Telecommunication System from the
21 obligation to locate or relocate Facilities underground, where relocation is
22 impractical, or where the interest in protecting against visual blight can be
23 protected in another manner. Nothing in this Section 3.2.G prevents the City
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1 from ordering the Franchisee to locate or relocate its Telecommunication
2 System underground under other provisions of the Tacoma Municipal Code, it
3 being the intent that the number and extent of Overhead Facilities and the
4 visual pollution resulting therefrom will, over time, be reduced and eventually, to
5 the extent feasible, be eliminated.

6 I. The Franchisee shall participate in conversion to
7 underground Local Improvement Districts ("LIDs"). The Franchisee, at no cost
8 to the City or abutting property owners, shall share fairly with other utilities the
9 cost of undergrounding when done through the LID process.

10 1. As part of its obligations under the Tacoma
11 Municipal Code, the Franchisee shall provide the preliminary cost estimate,
12 facility conversion designs, and final cost estimates to any LID project
13 coordinator in a timely manner. At the request of an LID project coordinator, the
14 Franchisee shall perform underground construction and movement of Customer
15 connections underground (overhead reclaim), in coordination with the
16 undergrounding services provided by other LID utilities, at no cost to the City or
17 abutting property owners.

18 J. Franchisee shall promptly repair any and all Public
19 Rights-of-Way, public property, or private property that is disturbed or damaged
20 during the construction, operation or repair of its Telecommunications System.
21 Public property and Public Rights-of-Way must be restored in conformance with
22 the City's Right-of-Way Restoration Policy.
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1 K. No tree trimming shall be performed without the permission
2 of the City and other affected authorities, and any tree trimming must be
3 performed in strict accordance with the City Code. Even if tree trimming is
4 authorized by the City, Franchisee is liable for any damage it causes during the
5 course of tree trimming.

6 L. In any dispute over the adequacy of a restoration relative to
7 this section, the Tacoma Department of Public Works Director shall in his/her
8 sole discretion, make the final determination.

9 M. Franchisee shall not remove any Overhead or
10 Underground Facilities except as hereinafter provided.

11 (1) Franchisee shall not remove any Overhead or
12 Underground Facilities which require trenching or other opening of the
13 Rights-of-Way along the extension of the Facilities to be removed without the
14 express permission of the City. Franchisee must request permission from the
15 City to remove the Facilities at least 30 days in advance of the date Franchisee
16 proposes to begin removal.

17 (2) Franchisee shall remove such Overhead or
18 Underground Facilities as the City orders it to remove; provided, that the City
19 may not order removal where such removal is primarily to give economic benefit
20 or advantage to a competing provider of Telecommunications Service.

21 (3) Where trenching or other opening of the
22 Rights-of-Way along the extension of Facilities to be removed is required,
23 Franchisee must post bonds, as the City may require, to ensure that the
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1 property is promptly removed, with minimum disruption. Franchisee must
2 restore the affected property in conformance with the City's Right-of-Way
3 Restoration Policy; and Franchisee must compensate those whose property it
4 damages for the damage.

5 (4) Subject to the City's rights to purchase the
6 Telecommunications System, Franchisee may voluntarily remove any
7 Overhead or Underground Facilities from the streets which have been installed
8 in such a manner that they can be removed without trenching or other opening
9 of the Rights-of-Way.

10
11 3.3 Right To Inspect and Order Corrections. The City may inspect the
12 Telecommunications System at any time reasonable under the circumstances
13 to ensure compliance with this Franchise and applicable law, including to
14 ensure that Franchisee's Telecommunications System is constructed and
15 maintained in a safe condition. If an unsafe condition is found to exist, the City,
16 in addition to taking any other action permitted under applicable law, may order
17 Franchisee, in writing, to make the necessary repairs and alterations specified
18 therein forthwith to correct the unsafe condition on a timetable established by
19 the City which is reasonable in light of the unsafe condition. The City has the
20 right to correct, inspect, administer, and repair the unsafe condition if
21 Franchisee fails to do so, and to charge the Franchisee therefor.
22

23
24 3.4 Information Regarding Ongoing Work. In addition to providing
25 notice to the public of ongoing work as may be required under applicable law,
26 Franchisee shall make available information regarding any ongoing



1 construction, operation or installation of its Telecommunications System
2 sufficient to show (1) the nature of the work being performed; (2) where it is
3 performed; (3) its estimated completion date; and (4) progress to completion.

4 SECTION 4 - REGULATORY PROVISIONS.

5 4.1 Intent. The City shall have the right to administer and regulate
6 activities of this Franchise up to the fullest extent of the law. The failure to
7 reserve a particular right to regulate, or reference a particular regulation, shall
8 not be interpreted by negative implication or otherwise to prevent the
9 application of a regulation to Franchisee.
10

11 4.2 Remedies for Franchise Violations. The City has the right to
12 exercise any and all of the following remedies, singly or in combination, in the
13 event Franchisee violates any provision of this Franchise:

14 A. Draw upon or foreclose all or any part of any letter of credit,
15 security fund, performance bond or other security provided under this
16 Franchise; provided, however, such drawing or foreclosure shall be only in such
17 a manner and in such amount as the City reasonably determines is necessary
18 to remedy the default. Should the City take this action, Franchisee shall be
19 responsible for all direct and actual costs related to such action, including, but
20 not limited to, legal and administrative costs:
21

22 B. Commencing an action at law for monetary damages;

23 C. Commencing an action for equitable or other relief;

24 D. Declaring the Franchise to be revoked; and/or
25
26



1 E. Seeking specific performance of any provision, which
2 reasonably lends itself to such remedy.

3 In determining which remedy or remedies for Franchisee's violation are
4 appropriate, the City may take into consideration the nature and extent of the
5 violation, the remedy needed to prevent such violations in the future, whether
6 Franchisee has a history of previous violations of the same or similar kind, and
7 such other considerations as are appropriate under the circumstances.

8 Remedies are cumulative; the exercise of one shall not foreclose the exercise
9 of others.

10
11 4.3 Procedure for Remediating Franchise Violations. Before imposing
12 liquidated damages, or drawing upon the performance bond, letter of credit,
13 security fund, or any other security set out in Section 6, the City shall follow the
14 procedure below.

15
16 A. Notice of Violation. In the event that the City believes that
17 Franchisee has not complied with the terms of this Franchise, the City shall
18 notify Franchisee in writing, by certified mail, of the nature of the alleged
19 noncompliance.

20
21 B. Franchisee's Right to Cure or Respond. Except as
22 provided in Section 4.3.D., Franchisee shall have 30 days from the receipt of
23 notice described above to (a) respond to the City contesting the assertion of
24 noncompliance, or (b) to cure such default or, in the event that by the nature of
25 the default such default cannot be cured within the 30-day period, initiate steps
26 to remedy such default as promptly as possible. The duty to cure includes the



1 duty to cure all harms caused by the acts or omissions of Franchisee. At the
2 end of the 30-day period, Franchisee shall notify the City in writing of the steps
3 it has taken to cure the default, if any; if the cure is not complete, the reason it is
4 not complete and the projected date for completion; and if the default is
5 disputed, the complete basis for that contention.

6 C. Public Hearing. The City may schedule a public hearing to
7 investigate any alleged default. The City shall give Franchisee 20 calendar
8 days' notice of the time and place of the hearing and provide Franchisee with
9 an opportunity to be heard.
10

11 D. Action after Hearing. If the City determines after such
12 hearing that the Franchisee did not cure, or initiate steps to cure satisfactory to
13 the City, after the notice required by Section 4.3.A. was provided, then the City
14 may draw upon any performance bond, letter of credit, security fund or other
15 security, including requiring performance under the guarantee; and impose
16 liquidated damages. However, notice and opportunity to cure are not required
17 for repeat violations, or for a failure to correct a default where Franchisee knew
18 or should have known it was in default; in such cases, the performance bond,
19 security fund, letter of credit or other security may be drawn upon, the guarantor
20 required to perform and liquidated damages imposed after the hearing required
21 by Section 4.3.C.
22
23

24 E. Liquidated Damage Amounts. Because Franchisee's
25 failure to comply with the provisions of this Franchise will result in injury to the
26 City, and because it may be difficult to estimate the extent of each such injury,



1 Franchisee and the City agree to the following liquidated damages, which
2 provisions represent the best estimate of the damages resulting from injuries of
3 specific types. The amounts of the liquidated damages set forth in this
4 Franchise are in 2012 dollars and shall be increased each year by the increase
5 in the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price
6 Index for Pacific Cities and U. S. City Average for the greater Seattle area. The
7 amount of liquidated damages for all material violations of this Franchise for
8 which actual damages may not be ascertainable shall be: \$500 per day for each
9 violation for each day the violation continues. It is provided, however, that the
10 City shall allow the Franchisee a minimum of 30 days after notice to the
11 Franchisee of such neglect, failure, or refusal to comply within which to meet
12 compliance or correct performance, prior to the assessment of any liquidated
13 damages.
14

15 4.4 Failure to Enforce. Franchisee shall not be relieved of any of its
16 obligations to comply promptly with any provision of this Franchise by reason of
17 any failure of the City to enforce prompt compliance, and the City's failure to
18 enforce shall not constitute a waiver of rights or acquiescence in Franchisee's
19 conduct.
20

21 4.5 Force Majeure. The Franchisee shall not be deemed in default
22 with provisions of this Franchise where performance was rendered impossible
23 by war or riots, civil disturbances, floods, or other natural catastrophes beyond
24 the Franchisee's control; the unforeseeable unavailability of labor or materials;
25 or power outages exceeding back-up power supplies. The acts or omissions of
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1 Affiliates are not beyond the Franchisee's control, and the knowledge of
2 Affiliates shall be imputed to Franchisee. This Franchise shall not be revoked
3 or the Franchisee penalized for such noncompliance, provided that the
4 Franchisee takes immediate and diligent steps to bring itself back into
5 compliance and to comply as soon as possible under the circumstances with
6 this Franchise without unduly endangering the health, safety, and integrity of
7 the Franchisee's employees or property, or the health, safety, and integrity of
8 the public, Public Rights-of-Way, public property, or private property.

9
10 4.6 Alternative Remedies. No provision of this Franchise shall be
11 deemed to bar the right of the City to seek or obtain judicial relief from a
12 violation of any provision of the Ordinance or any rule, regulation, requirement
13 or directive promulgated thereunder. Neither the existence of other remedies
14 identified in this Franchise nor the exercise thereof shall be deemed to bar or
15 otherwise limit the right of the City to recover monetary damages for such
16 violation by Franchisee, or to seek and obtain judicial enforcement of
17 Franchisee's obligations by means of specific performance, injunctive relief or
18 mandate, or any other judicial remedy at law or in equity.

19
20 4.7 Compliance with the Laws. Franchisee shall comply with all
21 federal and state laws and regulations, including regulations of any
22 administrative agency thereof, as well as all City ordinances, resolutions, rules
23 policies and regulations heretofore or hereafter adopted or established during
24 the entire term of the Franchise; provided that, nothing herein shall prevent
25 Franchisee from challenging a provision of laws that applies only to it as an
26



1 impairment of contract. Nothing in this Franchise shall limit the City's right of
2 eminent domain under state law. Nothing in this Franchise shall be deemed to
3 waive the requirements of any lawful code or resolution of the City regarding
4 permits, fees to be paid, or manner of construction.

5 SECTION 5 - REPORTING REQUIREMENTS.

6 5.1 Franchisee shall provide reports in compliance with TMC 16.B upon
7 request of the City.

8 5.2 Open records/confidentiality. Unless otherwise provided by law,
9 information submitted as part of a Franchise application is open to public
10 inspection and subject to the Washington Public Records Act (Chapter 42.56
11 RCW). It is the Applicant's responsibility to be familiar with the Washington
12 Public Records Act. Applicant may specifically identify any information it
13 considers proprietary by marking and providing said information to City in a
14 separate envelope marked "Proprietary Information." In the event that: (A) the
15 City receives a request from another party to disclose any information which the
16 applicant has deemed proprietary, and if the City Attorney determines that said
17 information may be subject to being disclosed; or (B) the City determines that
18 the information should be disclosed in connection with its enforcement of any
19 provision of Title 16B TMC, or in the exercise of its police or regulatory powers,
20 then the City shall notify the Applicant of the Applicant's opportunity to seek a
21 protective order from a court with appropriate jurisdiction. In the event an action
22 is not commenced within ten business days, the City may disclose said
23 information. By submitting information which the Applicant deems proprietary or
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1 otherwise exempt from disclosure, the Applicant agrees to defend and hold
2 harmless the City from any claim for disclosure under the Washington Public
3 Records Act, including, but not limited to, any expenses including out-of-pocket
4 costs and attorneys' fees, as well as any judgment entered against the City for
5 the attorney fees of the party requesting disclosure.

6 SECTION 6 - COMPENSATION AND FINANCIAL PROVISIONS.

7 6.1 Fees; Taxes.

8 A. State Prohibition of Franchise Fee. The parties understand
9 that RCW 35.21.860 currently prohibits a municipal franchise fee. Franchisee
10 agrees that if this statutory prohibition is removed, the City may assess a
11 reasonable franchise fee, to be agreed to by the parties if the statutory
12 prohibition is removed. The parties agree that this Section 6.1(A) does not limit
13 the right of the Franchisee to challenge the franchise fee pursuant to 47 USC §
14 253.
15

16 B. Franchisee Obligated to Pay Administrative Costs. In
17 accord with RCW 35.21.860 as presently effective, and as it may be later
18 amended, Franchisee must pay the City an amount sufficient to recover
19 administration expenses incurred in receiving and approving this Franchise,
20 including, but not limited to, the reasonable costs of outside consultants
21 retained by the City to assist in the City's consideration and processing of this
22 Franchise application. The first \$5,000 of said expenses will be covered by the
23 \$5,000 application fee deposited with the City. Franchisee will also pay the
24 reasonable costs of enforcing, or, as necessary, reviewing, the provisions of this
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Franchise as well as costs involved with the modification, amendment, renewal, or
1 Transfer of this Franchise, as ordered by the Franchise Services Manager,
2 whether such costs result from accrued in-house staff time, or out-of-pocket
3 expenses or administrative costs, as well as expenses of retaining independent
4 technical, legal, or financial consultants or advisors, or whether relating to costs
5 incurred due to initial System development or to future System expansion. The
6 amount of payment to be made by Franchisee to cover these administrative costs
7 is an amount determined to be reasonable by the Franchise Services Manager.
8 Such obligation further includes municipal fees related to receiving and approving
9 permits or licenses, inspecting plans and construction, or relating to the
10 preparation of a detailed statement pursuant to Chapter 43.21C RCW. Said fees
11 must be paid within 30 days of receipt of the City's billing therefor.
12

14 C. Manner of Payment; Audit. Franchisee shall make any required
15 fee payments in the form, intervals and manner requested by the City Treasurer,
16 and furnish him/her any information related to his/her revenue collection functions
17 reasonably requested. In case of audit, the City Treasurer may require
18 Franchisee to furnish a verified statement of compliance with Franchisee's
19 obligations or in response to any questions. Said certificate may be required from
20 an independent, certified public accountant, at Franchisee's expense. All audits
21 will take place on Franchisee's premises or offices furnished by Franchisee, which
22 shall be a location within the City of Tacoma or other mutually agreeable place;
23 however, the Franchisee must agree to pay the associated costs. Franchisee
24 agrees, upon request of the City Treasurer, to provide copies of all documents
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1 filed with any federal, state, or local regulatory agency, to be mailed to the City
2 Treasurer on the same day as filed, postage prepaid, affecting any of
3 Franchisee's Facilities or business operations in the City of Tacoma.

4 D. Period of Limitations. The period of limitation for recovery of
5 any fee payable hereunder shall be six years from the date on which payment
6 by Franchisee is due, subject to tolling as provided as a matter of law or equity.
7 Unless within six years from and after the due date for a particular payment, the
8 City makes written request to review Franchisee's records with respect to such
9 fee payment (either individually or as part of a broader request) recovery shall
10 be barred with respect to such payment and the Franchising Authority shall be
11 estopped from asserting any claims whatsoever against Franchisee relating to
12 any alleged deficiencies in that particular payment.

14 6.2 Auditing and Financial Records. Franchisee shall manage all of
15 its operations in accordance with a policy of keeping books and records open
16 and accessible to the City. Without limiting its obligations under this Franchise,
17 Franchisee agrees that it will collect and make available books and records for
18 inspection and copying by the City in accordance with Title 16B. Franchisee
19 shall be responsible for collecting the information and producing it. Books and
20 records shall be produced to the City at the Tacoma Municipal Building, or such
21 other location as the parties may agree. Notwithstanding any provision of
22 Title 16B or this Franchise, if documents are too voluminous or for security
23 reasons cannot be produced at the Tacoma Municipal Building or mutually
24 agreeable location within the City, then the Franchisee may produce the
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1 material at another central location, provided it also agrees to pay the additional
2 reasonable costs incurred by the City in reviewing the materials.

3 Franchisee shall take all steps required, if any, to ensure that it is able to
4 provide the City all information which must be provided or may be requested
5 under Title 16B or this Franchise, including by providing appropriate Subscriber
6 privacy notices. Nothing in this section shall be read to require a Franchisee to
7 violate 47 U.S.C. § 551. Franchisee shall be responsible for redacting any data
8 that federal law prevents it from providing to the City. Records shall be kept for
9 at least six years. In addition to maintaining all records as required by
10 Title 16B, Franchisee shall maintain records sufficient to show its compliance
11 with the requirements of this Franchise, and shall produce those records within
12 30 days of a City request.

14 Franchisee agrees to meet with a representative of the City upon request
15 to review its methodology of record-keeping, financial reporting, computing fee
16 obligations, and other procedures the understanding of which the City deems
17 necessary for understanding the meaning of reports and records.

19 The City agrees to request access to only those books and records, in
20 exercising its rights under this section, which it deems reasonably necessary as
21 part of a bona fide exercise of its authority over the Telecommunications
22 System under this Franchise, Title 16B or other applicable law. The City further
23 agrees that it will withhold from public disclosure those books and records made
24 available to it pursuant to this section 6.2, but only to the extent that the City
25 believes that it has the discretion to do so under state law.
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6.3 Performance Bond. At the same time it provides its Franchise acceptance to the City, Franchisee shall provide a performance bond to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including by way of example and not limitation, its obligations to relocate and remove its facilities; and to restore City Rights-of-Way and other property. The initial amount of the performance bond shall be \$300,000. The amount of the bond may be changed from time to time to reflect changed risks to the City or to the public. The Franchisee may be required to obtain additional bonds in accordance with the City's ordinary practices. The bond shall be, in a form and with a surety (authorized to do business in the state of Washington) acceptable to the City's Risk Manager and in a form acceptable to the City Attorney. Franchisee shall pay all premiums or costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the Franchise Term.

6.4 Indemnification by Franchisee.

A. Franchisee, by accepting this Franchise, agrees to release the City from and against any and all liability and responsibility in or arising out of, or by reason of, or resulting from or of the negligent acts, errors, or omissions of the Franchisee during the construction, operation or maintenance of the Telecommunications System, and, without limiting the provisions of Section 7.4, agrees not to sue or seek any money or damages from City in connection with the above mentioned matters.



1 B. Franchisee agrees to indemnify and hold harmless the City,
2 its trustees, elected and appointed officers, agents, and employees, from and
3 against any and all claims, demands, or causes of action of whatever kind or
4 nature, and the resulting losses, costs, expenses, reasonable attorneys' fees,
5 liabilities, damages, orders, judgments, or decrees, sustained by the City or any
6 third party arising out of, or by reason of, or resulting from or of the acts, errors,
7 or omissions of the Franchisee, or its agents, independent contractors or
8 employees related to or in any way arising out of the construction, operation,
9 repair, or relocation of the Telecommunications System provided that this
10 provision shall not apply to the extent that the claims, demands, or causes of
11 action, resulting losses, costs, expenses, attorneys' fees, liabilities, damages,
12 orders, judgments, or decrees result from the sole negligence of the City, its
13 trustees, elected and appointed officers, agents, or employees. With respect to
14 any action brought by any employee of Franchisee against the City, Franchisee
15 waives immunity under Title 51 RCW for the sole and limited purpose of
16 effectuating its obligations to indemnify, hold harmless, and defend the City
17 under this clause and affirms that the City and Franchisee have specifically
18 negotiated this provision, as required by RCW 4.24.115, to the extent it may
19 apply.
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23 C. Except for third party claims covered under the indemnification
24 provisions in this Franchise, in no event shall either party be liable to the other
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26



1 party for any incidental, special, punitive, or consequential damages arising out
2 of or in connection with this Franchise.

3 D. Franchisee agrees that the covenants and representations
4 relating to the indemnity provided in A-B above shall survive the
5 term/expiration/termination of this Franchise, Special Street Use Permit,
6 License, or other authorization, and continue in full force and effect as to the
7 Franchisee's responsibility to indemnify.

8 6.5 Franchisee Insurance.

9 A. Franchisee shall maintain, throughout the term of the
10 Franchise, adequate insurance to protect the City, its trustees, elected and
11 appointed officers, agents, and employees against claims and damages that
12 may arise as a result of the construction, operation or repair of the
13 Telecommunications System. The City makes no representation as to what
14 constitutes adequate insurance for Franchisee's operations. The foregoing
15 notwithstanding, Franchise must maintain at least the minimum insurance
16 coverages and amounts set forth in TMC 16B.05.090.

17 B. The required insurance must be obtained and maintained
18 for the entire period the Franchisee has facilities in the Public Rights-of-Way,
19 and for six years thereafter. If the Franchisee, its contractors, or subcontractors
20 do not have the required insurance, the City may order such entities to stop
21 operations until the insurance is obtained and approved.

22 C. Certificates of insurance, reflecting evidence of the required
23 insurance and naming the City as an additional insured with all required
24



1 endorsements on the GENERAL LIABILITY and AUTOMOTIVE policies
2 described above, shall be filed with the City's Risk Manager. The certificate
3 shall be filed with the acceptance of the Franchise, and annually thereafter, and
4 as provided in E below.

5 D. Policies shall be issued by companies authorized to do
6 business under the laws of the state of Washington. Financial Ratings must be
7 no less than "A" in the latest edition of "Bests Key Rating Guide", published by
8 A.M. Best Guide.

9 E. In the event that the insurance certificate provided indicates
10 that the insurance shall terminate or lapse during the period of the Franchise,
11 the Franchisee shall furnish, prior to the expiration of the date of such
12 insurance, a renewed certificate of insurance as proof that equal and like
13 coverage has been or will be obtained prior to any such lapse or termination
14 during the balance of the period of the Franchise.

15 F. The City shall reserve the right to require any other
16 insurance coverage it deems necessary during the term of the Franchise,
17 depending upon the exposures.

18 6.6 Security Fund. Franchisee shall establish a cash security fund or
19 provide the City an irrevocable letter of credit in the amount of \$50,000, to
20 secure the payment of fees owed, to secure any other performance promised in
21 this Franchise, and to pay any taxes, fees or liens owed to the City. The letter
22 of credit shall be in a form and with an institution acceptable to the City's
23 Director of Finance and in a form acceptable to the City Attorney. Should the
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1 City draw upon the cash security fund or letter of credit, it shall promptly notify
2 the Franchisee, and the Franchisee shall promptly restore the fund or the letter
3 of credit to the full required amount. The City may from time to time change the
4 amount of the required security fund/letter of credit to reflect changes in the
5 risks to the City and to the public, including delinquencies in taxes or other
6 payments to the City.

7 SECTION 7 - MISCELLANEOUS PROVISIONS.

8 7.1 Posting and Publication. Franchisee shall assume the cost of
9 posting and publication of this Franchise as such posting and publication is
10 required by law and such is payable upon Franchisee's filing of acceptance of
11 the Franchise.
12

13 7.2 Guarantee of Performance. Franchisee acknowledges that it
14 enters into the Franchise voluntarily in order to secure and in consideration of
15 the grant from the City of a ten-year Franchise. Performance pursuant to the
16 terms and conditions of this Franchise agreement is guaranteed by Franchisee.
17

18 7.3 Governing Law and Venue. The Franchise shall be governed by
19 and construed in accordance with the laws of the state of Washington without
20 recourse to any principles of Conflicts of Laws, except that where federal law
21 preemptively applies it shall control. Any litigation between the City and
22 Franchisee arising under or regarding this Franchise shall occur, if in the state
23 courts, in the Superior Court of Pierce County and if in the federal courts, in
24 the District Court for the Western District of Washington.
25
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1 7.4 No Recourse. Without limiting such immunities as the City or
2 other Persons may have under applicable law, Franchisee shall have no
3 monetary recourse whatsoever against the City or its officials, boards,
4 commissions, agents or employees for any loss, costs, expense or damage
5 arising out of any provision or requirement of Title 16B or because of the
6 enforcement of Title 16B or the City's exercise of its authority pursuant to
7 Title 16B, this Franchise or other applicable law.

8 7.5 Notice. Unless expressly otherwise agreed between the parties,
9 every notice, billing, or response required by this Franchise to be served upon
10 the City or Franchisee shall be in writing, and shall be deemed to have been
11 duly given to the required party five business days after having been posted in a
12 properly sealed and correctly addressed envelope when hand delivered or
13 sent by mail, postage prepaid. The notices or responses to the City shall be
14 addressed as follows:
15

16
17 City of Tacoma
18 Municipal Services Building
19 1224 MLK Jr Way
20 Tacoma, WA 98405
21 Attn: Franchise Services Manager

22 The notices or responses to Franchisee shall be addressed as follows:

23 Ziplly Fiber Pacific, LLC dba Ziplly Fiber
24 Attn: Jessica Epley, VP – Regulatory & External Affairs
25 135 Lake Street South, Suite 155
26 Kirkland, WA 98033

With A Copy To:

Wholesail Networks, LLC and affiliates DBA: Ziplly Fiber
135 Lake Street South, Suite 155



Kirkland, WA 98033

1 The City and Franchisee may designate such other address from time to
2 time by giving written notice to the other, but notice cannot be required to more
3 than one address, and the address must be within the state, except by mutual
4 agreement.
5

6 7.6 Execution. Franchisee shall execute Ordinance thru signed
7 acceptance of the Franchise granted hereunder within 30 days after the date of
8 passage of the Ordinance by the City Council. The acceptance shall be
9 submitted in the form attached hereto or other form acceptable to the City
10 Attorney and in accepting the Franchise, Franchisee warrants that it has
11 carefully read the terms and conditions of this Franchise and unconditionally
12 accepts all of the terms and conditions of this Franchise and agrees to abide by
13 the same and acknowledges that it has relied upon its own investigation of all
14 relevant facts, that it has had the assistance of counsel, that it was not induced
15 to accept a Franchise, that this Franchise represents the entire agreement
16 between Franchisee and the City, and that Franchisee accepts all risks related
17 to the interpretation of this Franchise. The countersigned Ordinance and
18 acceptance shall be returned to the City accompanied by: evidence of
19 insurance; a payment for publication costs; billable work order deposit, and
20 security deposit (or the letter of credit).
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24 The Franchise rights granted herein shall not become effective until all of
25 the foregoing is received in acceptable form. In the event Franchisee fails to
26 submit the countersigned Ordinance and acceptance as provided for herein, or



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fails to provide the required accompanying documents and payments, within the time limits set forth in this section, the grant of the Franchise shall be null and void.

Passed _____

Mayor: _____

Attest: City Clerk

Approved as to form

Deputy City Attorney



ACCEPTANCE OF CITY FRANCHISE

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Ordinance No. _____, effective _____, 2024.

I, George Baker Thomson, Jr., am the Vice President, Associate General Counsel, of Ziplly Fiber Pacific, LLC dba Ziplly Fiber and am the authorized representative to accept the above-referenced City franchise ordinance on behalf of Ziplly Fiber Pacific, LLC, dba Ziplly Fiber.

I certify that this franchise and all terms and conditions thereof are accepted by Ziplly Fiber Pacific dba Ziplly Fiber without qualification or reservation.

DATED this _____ day of _____, 2024.

By _____
Its VP/Associate General Counsel



ORDINANCE NO. 28957

1 AN ORDINANCE relating to the Building Code; amending Titles 2 and 3 of the
2 Municipal Code, relating to the Building and Development Code and Fire,
3 by amending various chapters, and by repealing Chapter 2.05, entitled
4 "Sign Code", in its entirety; to update language, provide protections for
5 properties adjacent to construction, and align with the State of
Washington's adoption of changes to state development codes; effective
March 18, 2024.

6 WHEREAS the Washington State Building Code Council, at the direction
7 of the state legislature, develops amendments to new building codes that set the
8 minimum building and fire protection standards throughout the entire state, and

9 WHEREAS the state adopted codes including the 2021 International
10 Building Code, 2021 International Residential Code, 2021 International Existing
11 Building Code, 2021 Uniform Plumbing Code, 2021 International Mechanical
12 Code, 2021 International Fuel Gas Code, and 2021 International Fire Code, and

13 WHEREAS the state allows local jurisdictions to amend their codes with
14 requirements that are specific to the needs of their community, and do not
15 diminish the minimum requirements, and

16 WHEREAS Planning and Development Services staff provided a briefing
17 to the Infrastructure, Planning, and Sustainability Committee on May 10, 2023,
18 and received a recommendation to forward this ordinance to the full City Council
19 for consideration, and

20 WHEREAS the State Building Code Council voted to delay implementation
21 of the building code until March 2024; Now, Therefore,

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BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That the City Council hereby adopts the Recitals of this Ordinance as its formal legislative findings.

Section 2. That Titles 2 and 3 of the Municipal Code, relating to the Building and Development Code and Fire, are hereby amended, by amending various chapters, and by repealing Chapter 2.05, entitled "Sign Code", in its entirety, as set forth in the attached Exhibit "A," to become effective March 18, 2024.

Section 3. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

EXHIBIT “A”

CHAPTER 2.02 BUILDING CODE

Sections:

- 2.02.010 Adoption of International Building Code, International Residential Code, and International Existing Building Code.
- 2.02.015 Administrative Provisions.
- 2.02.020 Purpose.
- 2.02.030 International Plumbing Code.
- 2.02.040 *Repealed.*
- 2.02.050 *Repealed.*
- 2.02.060 *Repealed.*
- 2.02.070 *Repealed.*
- 2.02.080 Amendment to IBC Section 105.1 – Permits by addition of a new Section 105.1.3 – Business Licensing.
- 2.02.090 Amendment to IBC Section 105.2 – Work exempt from permit.
- 2.02.100 Amendment to IBC Section 202 – Definitions – L, S, T, and W.
- 2.02.110 *Repealed.*
- 2.02.120 Amendment to IBC Section 113 – Board of Appeals.
- 2.02.130 Amendment to IBC Section 114 – Violations.
- 2.02.135 Amendment to IBC Section ~~419~~508.5 – Live/Work units.
- 2.02.136 Amendment to IBC Chapter ~~4~~by deletion and replacement of the WA State amendment Section 429.1 General. ~~Electric Vehicle Charging Infrastructure.~~
- 2.02.140 Amendment to IBC Section 504.4 – Number of Stories – by amending subsection 504.4.1 WA State amendment to the IBC and by addition of a new Section 504.4.1.1 – Type B occupancies within R-1 and R-2 occupancies.
- 2.02.150 Amendment to IBC Section 510.2 – Horizontal building separation allowance by addition of ~~a new~~ an exception to Section 510.2(7).
- 2.02.155 Amendment to IBC Section 1010.1.9.3 – Locks and Latches by addition of item 11.
- 2.02.157 ~~Amendment to IBC Section 1111.1.1 – Signage.~~ Repealed
- 2.02.158 Amendment to IBC Section ~~1207.3~~1208.3 – Room Area.
- 2.02.160 Amendment to IBC Section ~~1503.4~~1502 – Roof Drainage.
- 2.02.170 *Repealed.*
- 2.02.180 Amendment to IBC Section 1608 – Snow loads.
- 2.02.185 Amendment to IBC Section 1612.3 – Establishment of Flood Hazard Areas.
- 2.02.190 Amendment to IBC Section 1613 by addition of a new subsection 1613.7 – Tension-only bracing.
- 2.02.200 Amendment to IBC Section 2405 by addition of a new subsection 2405.6 – Location of sloped glazing and skylights.
- 2.02.201 *Repealed.*
- 2.02.202 Amendment to IBC Section 2902.4 – Signage.
- 2.02.205 Amendment to IBC Section 3108 – Telecommunication and Broadcast Towers by addition of a new Section 3108.1.1 – Amplification Factor for Structures Bracketed to Supporting Structure.
- 2.02.207 Amendment to IBC Section 3201.3 – Other laws.
- 2.02.210 Amendment to IBC Section 3202.3 – Encroachments eight feet or more above grade.
- 2.02.220- *Repealed.*
- 2.02.380 2.02.385 Amendment to IBC Appendix Section G101.5 – Designation of floodplain administrator.
- 2.02.390 Amendment to IBC Appendix Section ~~G102.2~~G103.2 – Establishment of Flood Hazard Areas.
- 2.02.400 Amendment to IBC Appendix Section ~~G103~~G104 – Powers and Duties by the addition of new Sections ~~G103.10~~G104.11 – Additional Conditions for Consideration, and ~~G103.11~~G104.12 - Restrictions in Floodways.
- 2.02.410 Amendment to IBC Appendix Section ~~G105~~G106 – Variances by Addition of a new Section ~~G105.7.1~~G106.7.1 – Additional Criteria for Issuance.
- 2.02.500 *Repealed.*
- 2.02.510 *Repealed.*
- 2.02.520 *Repealed.*
- 2.02.530 *Repealed.*
- 2.02.535 Amendment to IRC Section R101.2 – Scope.

- 2.02.540 Amendment to IRC Section R105.2 – Work Exempt From Permit, Building and Electrical Sections.
- 2.02.550 Amendment to IRC Section R105.3.1.1 – Determination of substantially improved or substantially damaged existing buildings in flood hazard areas.
- 2.02.560 Amendment to IRC Section 105.3.1 by addition of a new Section R105.3.1.2 – Criteria for issuance of a variance for flood hazard areas.
- 2.02.565 Amendment to Section R110.1 – Use and Occupancy – by addition of exemptions.
- 2.02.570 Amendment to Section R112 – Board of Appeals.
- 2.02.580 Amendment to IRC Section R113 – Violations.
- 2.02.585 Amendment to IRC Chapter 2 – Definitions with the addition of a definition for Substantial Improvement or Repair.
- 2.02.590 Amendment to IRC Table R301.2 (1) – Climatic and geographic design criteria.
- 2.02.600 Amendment to IRC Section R301.2.3 – Snow loads.
- 2.02.605 Amendment to IRC Section 322 – Flood-Resistant Construction – by addition of new Sections R322.1.11 – Additional Criteria for Development in Flood Hazard Areas, and 322.1.12 Restrictions in Floodways.
- 2.02.610 Amendment to IRC Section R313 – Automatic Fire sprinkler systems.
- 2.02.620 Manufactured homes.
- 2.02.700 *Repealed.*
- 2.02.710 *Repealed.*
- 2.02.720 *Repealed.*
- 2.02.730 Amendment to IEBC Section 105.2 – Work exempt from permit.
- 2.02.735 Amendment to IEBC Section 108 – Fees.
- 2.02.740 Amendment to IEBC Section 112 – Board of Appeals.
- 2.02.750 Amendment to IEBC Section 113 – Violations.
- 2.02.760 Amendment to IEBC Section 202 – General Definitions – L, S, and W.
- 2.02.763 Amendment to IEBC Chapter 3 – Provisions for All Compliance Methods by addition of Section ~~306~~[310](#) Fire Protection.
- 2.02.765 *Repealed.*
- 2.02.770 *Repealed.*
- 2.02.775 *Repealed.*
- 2.02.776 ~~Amendment to IEBC Section 901.1 – Scope.~~[Repealed](#)
- 2.02.780 *Repealed.*
- 2.02.790 *Repealed.*
- 2.02.800 *Repealed.*
- 2.02.805 Amendment to IEBC Section 605.1 – Change of occupancy – Scope – by addition of an exception to 605.1.
- 2.02.810 ~~Amendment to IEBC Section 1006.3 – Seismic Loads – by addition of a new Section IEBC 1006.3.1 – Seismic Requirements for Unreinforced Masonry and Hollow Clay Tile Buildings.~~[Repealed](#)
- 2.02.820 Amendment to IEBC Chapter ~~13~~[14](#) – Relocated or moved buildings.
- 2.02.830 *Repealed.*
- 2.02.840 *Repealed.*
- 2.02.850 *Repealed.*
- 2.02.860 *Repealed.*
- 2.02.870 Amendment to IEBC Appendices by addition of a new Appendix J – Requirements for Alterations to Existing Single Family, Duplex, and Townhouse Buildings and Structures.
- 2.02.1000 Earthquake Recording Instrumentation.

* * *

2.02.015 Administrative Provisions.

The Director of Planning and Development Services, with input from the Tacoma Permit Advisory ~~Task Force~~[Group](#) or any other City Council appointed permitting advisory body then in existence, shall have the authority to develop rules, policies, and administrative procedures for, but not limited to, the following items:

A. Public notifications.

Notices may be required for any permits issued under this chapter. When required, the notices shall be completed prior to the start of construction.

B. Project Meetings.

Permittees, contractors, and others associated with a permit may be required to attend Project Meetings related to permit requirements, to address neighborhood impacts such as dust and construction noise or other neighborly issues that arise from the contractor's activities.

C. Construction Nuisances.

Additional requirements may be imposed on project construction activities that impact the surrounding neighborhood, such as public safety, dust and construction noises. Identification of these issues may be by a complaint, City and/or other regulatory inspection. A project meeting may be called to address the impacts.

D. Adjacent Properties.

No person engaged in work regulated by this chapter may utilize the neighboring properties for parking, materials storage, staging, access, or any other activity without the consent of the owner.

Violations of TMC 2.02 or any provision as required by the Director of Planning and Development Services under TMC 2.02.015 shall be administered as outlined in TMC 1.82 - Uniform Enforcement Code, and/or Chapter 2.02.130 of this code.

* * *

2.02.100 Amendment to IBC Section 202 – Definitions –L, S, T, and W.

The following definitions are added to IBC Section 202.

Live/Work Unit.

A dwelling or sleeping unit in which up to 50 percent of the unit's space includes a commercial business use. The business owner lives in the residential space.

State Building Codes.

For purposes of this Title, the State Building Codes shall consist of the following national model codes and the following standards, as such model codes and standards are adopted and amended from time to time by the Washington State Building Code Council pursuant to Chapters 19.27 and 70.92 of the Revised Code of Washington and Title 51 of the Washington Administrative Code (Note: All amendments to the State Building Codes adopted by the Washington State Building Council from time to time are hereby, upon the effective date of such amendments, incorporated in this Chapter as though fully set forth herein. In the event that any provisions of the State Building Codes are renumbered, any reference in this chapter to such provision shall refer to such provision as renumbered):

1. The International Building Code ("IBC"), including Appendix E and G, published by the International Code Council; and
2. The International Residential Code ("IRC"), including IRC Appendices F, Q, and Appendix U, published by the International Code Council, and provided that IRC Chapters 11 and 25 through 43 are not adopted; and
3. The International Existing Building Code ("IEBC") including Appendix A, published by the International Code Council; and
4. Except as provided in RCW 19.27.170, the Uniform Plumbing Code ("UPC") including Appendices A, B, and I, published by the International Association of Plumbing and Mechanical Officials provided that UPC Chapters 12 and 14 are not adopted, and provided further that any provisions of the UPC affecting related to venting and combustion air of the fuel fired appliances as found in chapter 5 and those portion of the code addressing building sewers are not adopted; and
5. The International Mechanical Code ("IMC"), published by the International Code Council, including the International Fuel Gas Code ("IFGC") and the National Fuel Gas Code, published by the International Code Council, Inc., except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Liquefied Petroleum Gas Code) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code); and
6. The Washington State Energy Code ("WSEC") Commercial Provisions and the Washington State Energy Code, Residential Provisions, under the authority of RCW 19.27A.020, and as set forth in WAC 51-11C and 51-11R, pursuant to the provisions of RCW 35.21.180, as published by the Washington State Building Code Council; and
7. The International Fire Code, published by the International Code Council, Inc. This code is adopted and amended in TMC Title 3.

Tacoma Building Code, Plumbing Code, Mechanical Code, and Energy Code.

The Tacoma Building Code, Plumbing Code, Mechanical Code, and Energy Code shall consist of the State Building Code , with the addition of IBC Appendix G, IEBC Appendix A, and a new Appendix J added to the IEBC, and as amended from time to time by the provisions of TMC Chapters 2.02, 2.06, 2.07, and 2.10. Note that the Tacoma Mechanical Code also includes the International Fuel Gas Code, adopted by the State Building Code as part of the International Mechanical Code.

Work/Live Unit.

A commercial business use which includes a dwelling unit in up to 50 percent of the unit's space. The business owner lives in the residential space.

* * *

2.02.135 Amendment to IBC Section ~~419-508.5~~ – Live/Work Units.

Section ~~419-508.5~~ in the IBC shall be replaced in its entirety with the following:

Section ~~419-508.5~~ – Live/Work and Work/Live Units.

~~419.1-508.5.1~~ Live/Work Units-

~~419.1.1~~ General-

A live/work unit shall comply with Sections ~~419.1.1-508.5.1.1~~ through ~~419.1.9-508.5.1.11~~.

Exception: Dwelling or sleeping units that include an office that is less than 10 percent of the area of the dwelling unit are permitted to be classified as dwelling units with accessory occupancies in accordance with Section 508.2.

~~419.1.1.1-508.5.1.1~~ Limitations. The following shall apply to all live/work areas:

1. The live/work unit is permitted to be not greater than 3,000 square feet (279 m²) in area; and
2. The nonresidential area of a live/work unit is permitted to be not more than 50 percent of the area of each live/work unit; and
3. The nonresidential area function shall be limited to the first or main floor only of the live/work unit.

~~419.1.2-508.5.1.2~~ Occupancies.

Live/work units shall be classified as a Group R-2 occupancy. Separation requirements found in Sections 420 and 508 shall not apply within the live/work unit where the live/work unit is in compliance with Section ~~419.1-508.5~~. Nonresidential uses which would otherwise be classified as either a Group H or S occupancy, or occupancies related to marijuana growing, processing or retail sales shall not be permitted in a live/work unit.

Exception: Storage shall be permitted in the live/work unit provided the aggregate area of storage in the nonresidential portion of the live/work unit shall be limited to 10 percent of the space dedicated to nonresidential activities.

~~419.1.3-508.5.1.3~~ Means of egress.

Except as modified by this section, the means of egress components for a live/work unit shall be designed in accordance with Chapter 10 for the function served.

~~419.1.3.1-508.5.1.4~~ Egress capacity. The egress capacity for each element of the live/work unit shall be based on the occupant load for the function served in accordance with Table ~~1004.1.5-1004.5~~.

~~419.1.3.2-508.5.1.5~~ Spiral stairways. Spiral stairways that conform to the requirements of Section 1011.10 shall be permitted.

~~419.1.4-508.5.1.6~~ Vertical openings.

Floor openings between floor levels of a live/work unit are permitted without enclosure.

[F] ~~419.1.5-508.5.1.7~~ Fire protection.

The live/work unit shall be provided with a monitored fire alarm system where required by Section 907.2.9 and an automatic sprinkler system in accordance with Section 903.2.8.

~~419.1.6-508.5.1.8~~ Structural.

Floors within a live/work unit shall be designed to conform to Table 1607.1 based on the function within the space.

~~419.1.7-508.5.1.9~~ Accessibility.

Accessibility shall be designed in accordance with Chapter 11 for the function served.

~~419.1.8~~ [508.5.1.10](#) Ventilation.

The applicable ventilation requirements of the International Mechanical Code shall apply to each area within the live/work unit for the function within that space.

~~419.1.9~~ [508.5.1.11](#) Plumbing facilities.

The nonresidential area of the live/work unit shall be provided with minimum plumbing facilities as specified by Chapter 29, based on the function of the nonresidential area. Where the nonresidential area of the live/work unit is required to be accessible by Section ~~4107.6.2.1~~ [1108.6.2.1](#), the plumbing fixtures specified by Chapter 29 shall be accessible.

~~419.2~~ [508.5.2](#) Work/Live Units.

General. A work/live unit shall comply with Sections ~~419.2.1~~ [508.5.2.1](#) through ~~419.2.14~~ [508.5.2.14](#).

~~419.2.1~~ [508.5.2.1](#) Limitations.

The following shall apply to all work/live areas:

1. A work/live unit shall be located within a building that complies with the provisions of Chapters 5, 9, and 10.
2. A work/live unit is permitted to be not greater than 3,000 square feet (279 m²) in area;
Exception: Work/live units shall not be limited in size for the following:
 - a. Buildings classified as A, B, F-2, or M occupancy, and
 - b. Buildings compliant with height and area requirements in Table 503, and
 - c. Buildings with an approved automatic sprinkler system installed in accordance with 903.3.1.1 throughout, and
 - d. Where the nonresidential uses are separated from the residential uses in accordance with Section 508.4.4.
3. The residential area of the work/live unit is permitted to be not greater than 50 percent of the total area of the work/live unit and shall not exceed 1,500 square feet (139 m²);
4. A work/live unit shall not be located on a floor that is greater than 75 feet above the lowest level of fire department vehicle access.

Exception: Work/live units located in high-rise buildings complying with Section 403.

5. The nonresidential area function shall be limited to the first or main floor only of the work/live unit.
6. For the purposes of this section, the residential area is considered a Group R occupancy.

~~419.2.2~~ [508.5.2.2](#) Occupancies.

Work/live units shall be classified in accordance with Chapter 3 for the type of nonresidential occupancy. Permitted occupancies for work/live units are A, B, F, and M. Nonresidential uses which would otherwise be classified as either a Group H or S occupancy, or occupancies related to marijuana growing, processing or retail sales shall not be permitted in a work/live unit. For the purposes of this section, requirements in the International Building, Mechanical Code, Fuel Gas, Uniform Plumbing Code, or Washington State Energy Code related to residential occupancies shall be applied to the residential portion of the unit where applicable.

Exception: Storage shall be permitted in the work/live unit provided the aggregate area of storage in the nonresidential portion of the work/live unit shall be limited to 10 percent of the space dedicated to nonresidential activities.

~~419.2.3~~ [508.5.2.3](#) Fire and smoke protection features

~~419.2.3.1~~ [508.5.2.3.1](#) Separations within work/live units. Separations between and within work/live units shall be accordance with Sections ~~419.2.3.1.1~~ [508.5.2.3.1.1](#) or ~~419.2.3.1.2~~ [508.5.2.3.1.2](#).

~~419.2.3.1.1~~ [508.5.2.3.1.1](#) The residential use area within the work/live unit shall be separated from the nonresidential use by 1-hour fire barriers walls and/or horizontal assemblies.

Exception: For work/live units of A, B, F-2, and M occupancies, separation between the residential use and the nonresidential use is not required where the building is fully equipped with an automatic sprinkler system installed in accordance with 903.3.1.1; however, the residential use must be clearly delineated from the nonresidential use.

~~419.2.3.2~~[508.5.2.3.1.2](#) Separations between work/live units and between work/live units and other occupancies. Work/live units shall be separated from other work/live units and other occupancies in accordance with Section 508 or with 1-hour fire partition walls and/or horizontal assemblies, whichever is more restrictive.

~~419.2.4~~[508.5.2.4](#) Hazardous Materials. The maximum allowable quantities per control area for the storage and use of hazardous materials shall be reduced to 25 percent of those values in IFC Tables 5003.1.1(1) and 5003.1.1(2). Additional requirements may be imposed by the Building or Fire Code Official depending on the specific hazardous materials associated with the nonresidential use.

~~419.2.5~~[508.5.2.5](#) Fire Protection Systems

~~419.2.5.1~~[508.5.2.5.1](#) Automatic Sprinkler Systems. Buildings containing work/live units shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.

Exception: Buildings lawfully in existence prior to December 5, 1989 may alternatively comply with Sections ~~419.2.5.1.1~~[508.5.2.5.1.1](#) through ~~419.2.5.1.3~~[508.5.2.5.1.3](#).

~~419.2.5.1.1~~[508.5.2.5.1.1](#) Buildings may be partially equipped with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 and the following:

1. All stories containing work/live units and all stories below work/live units, including basements, shall be equipped with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
2. The means of egress shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.

~~419.2.5.1.2~~[508.5.2.5.1.2](#) Buildings may be partially equipped with an approved automatic sprinkler system installed in accordance with Section 903.3.1.2 and the following:

1. The residential use within the work/live unit shall be separated from the nonresidential use in accordance with Section ~~419.2.3.1.1~~[508.5.2.3.1.1](#).
2. The residential space within the work/live unit shall not be required to exit through the nonresidential space.
3. Work/live units shall be located on a level of exit discharge.
4. The means of egress for the residential use area shall be provided with an automatic sprinkler system installed in accordance with Section 903.3.1.2.
5. A building shall contain no more than four work/live units.

Exception: Work/live units of F-1 occupancy shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.

~~419.2.5.1.3~~[508.5.2.5.1.3](#) Buildings may be partially equipped with an approved automatic sprinkler system installed in accordance with Section 903.3.1.3 and the following:

1. The residential use within the work/live unit shall be separated from the nonresidential use in accordance with Section ~~419.2.3.1.1~~[508.5.2.3.1.1](#).
2. The residential space within the work/live unit shall not be required to exit through the nonresidential space.
3. Buildings containing work/live units shall be single-story without basements.
4. The residential use area shall be provided with direct access to an exit and shall not be required to exit through the nonresidential area of the work/live unit.
5. A building shall contain no more than one work/live unit.

Exception: Work/live units of F-1 occupancy shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.

~~419.2.5.1.4~~[508.5.2.5.1.4](#) Water Supply. Automatic sprinkler systems installed in accordance with Sections ~~419.2.5.1.2~~[508.5.2.5.1.2](#) or ~~419.2.5.1.3~~[508.5.2.5.1.3](#) are permitted to be connected to the domestic service. Such combination services shall comply with the following requirements:

1. Valves shall not be installed between the domestic water riser control valve and the sprinkler system.

Exception: An approved indicating control valve supervised in the open position in accordance with Section 903.4.

2. The domestic service shall be capable of supplying the simultaneous domestic demand and the sprinkler demand required to be hydraulically calculated by NFPA 13D or NFPA 13R.

~~419.2.5.2~~ 508.5.2.5.2 Alarm and Detection Systems.

~~419.2.5.2.1~~ 508.5.2.5.2.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout work/live occupancies.

Exception: Manual fire alarm boxes shall not be required where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification system or emergency voice/alarm communication system will activate throughout the notification zones upon sprinkler water flow.

~~419.2.5.2.2~~ 508.5.2.5.2.2 Automatic smoke detection system. In addition to those required by Chapter 9, area smoke detectors shall be provided throughout buildings with a work/live use. The activation of any detector required by this section shall activate the occupant notification system in accordance with Section 907.5.

Exception: Area smoke detection shall not be required in rooms/areas where an approved automatic sprinkler system has been provided and the occupant notification system or emergency voice/alarm communication system will activate throughout the notification zones upon sprinkler water flow.

~~419.2.5.2.3~~ 508.5.2.5.2.3 Single- and multiple-station smoke alarms. Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections ~~419.2.5.2.3.1~~ 508.5.2.5.2.3.1 through ~~419.2.5.2.3.3~~ 508.5.2.5.2.3.3 and NFPA 72.

~~419.2.5.2.3.1~~ 508.5.2.5.2.3.1 Location. Single- or multiple-station smoke alarms shall be installed in the following locations:

1. In each room used for sleeping purposes.
2. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

~~419.2.5.2.3.2~~ 508.5.2.5.2.3.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon the activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

~~419.2.5.2.3.3~~ 508.5.2.5.2.3.3 Power Source. Smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery back-up shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are not required to be equipped with battery backup where they are connected to an emergency electrical system.

~~419.2.5.2.4~~ 508.5.2.5.2.4 Carbon monoxide alarms. Work/live occupancies shall be provided with single station carbon monoxide alarms installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units and on each level of the dwelling. The carbon monoxide alarms shall be listed as complying with UL 2034 and installed and maintained in accordance with NFPA 720-~~2012~~ and the manufacturer's instructions.

~~419.2.5.2.4.1~~ 508.5.2.5.2.4.1 Carbon monoxide detection systems. Carbon monoxide detection systems, that include carbon monoxide detectors and audible notification appliances, installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720-~~2012~~ shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075.

~~419.2.6~~ 508.5.2.6 Means of egress.

Except as modified by this section, the means of egress components for a work/live unit shall be designed in accordance with Chapter 10 for the function served.

~~419.2.6.1~~ 508.5.2.6.1 Egress capacity. The egress capacity for each element of the work/live unit shall be based on the occupant load for the function served in accordance with Table ~~1004.1.1~~ 1004.5.

~~419.2.6.2~~[508.5.2.6.2](#) Spiral stairways. Spiral stairways that conform to the requirements of Section ~~1009.12~~[1011.10](#) shall be permitted only for the residential portion of the work/live unit.

~~419.2.7~~[508.5.2.7](#) Vertical openings.

Floor openings between floor levels of a work/live unit are permitted without enclosure where the residential and nonresidential uses are permitted to be nonseparated.

~~419.2.8~~[508.5.2.8](#) Structural.

Floor loading for the areas within a work live unit shall be designed to conform to Table 1607.1 based on the function within the space.

~~419.2.9~~[508.5.2.9](#) Accessibility.

Work/live unit shall be accessible in accordance with Chapter 11 for the function served. Where there are other R occupancy units within the building, work/live units shall be considered R-2 occupancy and shall be combined with other R-2 occupancy units in determining accessibility requirements for the residential units within the building.

~~419.2.10~~[508.5.2.10](#) Ventilation.

The applicable ventilation requirements of the International Mechanical Code and Section ~~1203~~[1202](#) shall apply to each area within the work/live unit for the function within that space. Mechanical ventilation systems shall be separate for the residential and commercial portions where separated by a fire barrier wall.

~~419.2.11~~[508.5.2.11](#) Plumbing facilities.

The nonresidential area of the work/live unit shall be provided with minimum plumbing facilities as specified by Chapter 29, based on the function of the nonresidential area. Where the nonresidential or residential area of the work/live unit is required to be accessible by Section ~~1107.6.2~~[1108.6.2](#), the plumbing fixtures specified by Chapter 29 shall be accessible. Toilets and bathrooms shall also meet requirements in Section 1210.

~~419.2.12~~[508.5.2.12](#) Sound insulation.

Common interior walls and floor/ceiling assemblies between adjacent work/live units or between work/live units and other occupancies shall have sound transmission in accordance with Chapter 1206.

~~419.2.13~~[508.5.2.13](#) Interior Space Dimensions.

Habitable and occupiable spaces within work/live units shall meet the minimum requirements for interior space dimensions in Section ~~1207~~[1208](#).

~~419.2.14~~[508.5.2.14](#) Certificate of Occupancy.

A new certificate of occupancy shall be issued for any work/live use.

(Ord. 28729 Ex. A; passed Jan. 26, 2021; Ord. 28701 Ex. A; passed Nov. 17, 2020; Ord. 28363 Ex. A; passed Jun. 14, 2016; Ord. 28327 Ex. A; passed Nov. 3, 2015)

2.02.136 Amendment to IBC ~~Chapter 4~~[Section 429.1 General](#). —~~by deletion and replacement of the WA State amendment Section 429—Electric Vehicle Charging Infrastructure.~~

429.1 ~~Scope~~[General](#).

The provisions of this section shall apply to the construction of new buildings [and accessory structures, including parking lots and parking garages](#). Additionally, the provisions of this section shall apply to existing buildings and accessory structures, [including parking and parking garages where 10 or more parking spaces are added](#). Electric vehicle supply equipment (EVSE) shall be installed in accordance with applicable requirements of chapter 19.28 RCW and the national Electrical Code, Article [625](#).

Exception: Electrical vehicle charging infrastructure is not required if any of the following conditions are met:

1. There is no public utility or commercial power supply.
2. Dwelling units without garages or other on-site parking, and building additions that require 10 or more new or additional parking spaces in accordance with Tacoma Municipal Code (“TMC”) Title 13.

429.2 Required electric vehicle charging stations and infrastructure.

Where parking is provided, Table 1 identifies the thresholds that will trigger electric vehicle spaces served by charging stations and/or charging station infrastructure. Table 1 also provides the percentage of parking spaces to be served by an electric vehicle charging station and the percentage of spaces to be provided with electric vehicle charging infrastructure according to the occupancy group and use of the building served. New or additional parking shall comply with Sections 429.3, 429.4, 429.5, and 429.6. When the calculation of percent served results in a fractional parking space, the applicant shall round up to the next whole number.

Where parking spaces serve buildings with multiple occupancies or uses, or serve multiple buildings with different occupancies or uses, the applicant shall use the occupancy or use that provides the greatest number of electric vehicle spaces with charging stations and/or infrastructure in accordance with Table 1.

Table 1: Required Electric Vehicle Parking Quantities			
Occupancy Group and Use	Thresholds applied for electric vehicle stalls served by stations and infrastructure	Parking spaces to be served by an installed electric vehicle charging station	Parking spaces served by electric vehicle charging infrastructure only
Group R-1- Hotel/Motel Only	Applies to all.	3% of new parking provided	7% raceway AND 20% electrical room capacity
Group R-2 Multi-family	Where 10 or more parking spaces, and/or 10 or more dwelling or sleeping units are provided.	None	20% raceway AND 20% electrical room capacity.
Group B—Adult Education	Where the building area is 12,000 sq. ft. or greater.	3% of new parking provided, up to 6 spaces.	7% raceway AND 20% electrical room capacity.
Group B—Other than Adult Education	Where 6 or more parking spaces are provided.	3% of new parking provided, up to 6 spaces.	7% raceway AND 20% electrical room capacity.
Group I— Institutional	Where the building area is 12,000 sq. ft. or greater.	3% of new parking provided, up to 6 spaces.	7% raceway AND 20% electrical room capacity.
Group M— Mercantile	Where the building area is 15,000 sq. ft. or greater.	1% of new parking provided, up to 8 spaces.	9% raceway AND 20% electrical room capacity.
Group A— Assembly	Where 6 or more parking spaces are provided.	1% of new parking provided, up to 12 spaces.	9% raceway AND 20% electrical room capacity.

429.3 Electrical room(s).

Electrical room(s) serving areas with electric vehicle charging parking spaces shall be designed to accommodate the electrical equipment and distribution required to serve a minimum of 20 percent of the total parking spaces with 208/240 volt 40-ampere electric vehicle charging infrastructure.

429.4 Electric vehicle charging infrastructure.

The electrical service capacity and raceway size shall be designed to accommodate the installed and future electric vehicle charging spaces and required infrastructure for the number of spaces specified in section 429.2.

429.4.1 Installed electric vehicle charging spaces.

Installed electric vehicle charging spaces shall be provided with a dedicated 40-ampere, 20/240-volt dedicated branch circuit, raceways, and all other electric vehicle charging equipment. The branch circuit shall be identified for electric vehicle service in the service panel or subpanel directory.

Electric vehicle charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning or other problems are encountered.

429.4.2 Future electric vehicle charging spaces.

~~Electric panel capacity and space for future electric vehicle charging spaces shall support a minimum 208/240 volt 40-ampere branch circuit for each future EV parking space. The branch circuit shall be identified as “EV Ready” in the service panel or subpanel directory.~~

~~Raceways shall be installed for any portion of the pathway located below slabs, below grade, or within floor, wall, or roof assemblies, and shall terminate at a point in close proximity to the proposed location of the electric vehicle charging spaces. The raceways shall be permanently and visibly marked as “EV Ready.” Where future electric vehicle charging spaces are located within exterior on-grade parking spaces that are more than four feet from a building, the raceways shall be extended either below grade to a pull box, or stubbed out above grade with protection from vehicles by a curb or other device.~~

~~Exception: In lieu of a surface-mounted raceway between the electrical panel and the future electric vehicle charging locations, it is permitted to provide permanent markings indicating the pathway for future raceway, and one-inch diameter capped sleeves through each wall and floor assembly that are penetrated along that route. This pathway and the locations of capped sleeves shall also be indicated on the electrical plans. Raceways shall be installed for any portion of the pathway located below slabs, below grade, or within floor, wall, or roof assemblies.~~

~~429.5 Electric vehicle charging infrastructure for accessible parking spaces.~~

~~When electric vehicle charging infrastructure is required, a minimum of one accessible parking space shall be served by electric vehicle charging infrastructure. The electric vehicle charging infrastructure may also serve adjacent parking spaces not designated as accessible parking.~~

~~429.6 Electric vehicle charging station signage.~~

~~Electric vehicle signage must meet the requirements of RCW 46.08.185. Each charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. Days and hours of operations shall be included if time limits or tow-away provisions are to be enforced. Way-finding signage shall also be provided where electric vehicle parking is provided in multi-level parking garages.~~

2.02.140 Amendment to IBC Section 504.4 – Number of Stories – by amending subsection 504.4.1 WA State amendment to the IBC and by addition of a new Section 504.4.1.1 – Type B occupancies within R-1 and R-2 occupancies.

The following section amends Section 504.4.1 of the State Building Code amendments to IBC Section 504.4 – Number of Stories, by replacing 504.4.1 in its entirety, and by addition of a new Section 5.4.4.1.1.

504.4.1 Stair Enclosure Pressurization Increase.

For Groups R-1 and R-2 in buildings of Type VA or IIIA construction, or I-1 Condition 2 Assisted living facilities licensed per chapter 388-78A WAC and residential treatment facilities as licensed by Washington state under chapter 246-337 WAC located in buildings of Type VA construction equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the maximum number of stories permitted in Section 504.4 may be increased by one provided the interior exit stairways and ramps are pressurized in accordance with Sections ~~909.11~~[909.6.3](#) and 909.20. Legally required standby power shall be provided for buildings constructed in compliance with this section and be connected to stairway shaft pressurization equipment, elevators and lifts used for accessible means of egress, hoistway pressurization equipment (if provided) and other life safety equipment as determined by the authority having jurisdiction. For the purposes of this section, legally required standby power shall comply with most currently adopted NEC Section 701.12, options (A), (B), (C), (D), (E), (F), or (G) or subsequent revised section number(s).

504.4.1.1 Type B Occupancies within R-1 and R-2 occupancies.

Provided the building meets the additional requirements in Section 504.4.1 as amended by the State Building Code, Type B occupancies that are considered accessory to and for the exclusive use of the R-1 and R-2 uses, including such uses as assembly areas, exercise rooms, or other amenity spaces with less than 50 occupants, may be permitted on all stories that the R-1 and R-2 uses are permitted. These spaces must also meet all the additional provisions as specified in the State Building Code amendment (WAC 51-50-0504) to IBC 504 – Building Height and Number of Stories.

2.02.150 Amendment to IBC Section 510.2 – Horizontal building separation allowance by addition of a ~~new~~[an exception to](#) Section 510.2(7).

~~510.2(7) For the condition in Section 504.4.1 as amended by the State Building Code, the maximum building height in feet (mm) for the Type VA construction as set forth in Section 504.3 for the Type VA construction~~[Exception: In buildings of Type VA construction the maximum allowable building height in feet set forth in 504.3](#) may be measured from the horizontal building separation, provided the ~~finished floor level of the highest occupied floor does not exceed 75 feet above the lowest level of fire department access to the building, whichever provides the lowest height~~[building is not a high-rise.](#)

2.02.155 Amendment to IBC Section 1010.1.9.4 – Locks and Latches by addition of item 11.

Section 1010.1.9.4 of the State Building Code shall be replaced in its entirety with the following:

~~1010.1.9.4 Locks and latches.~~

~~Locks and latches shall be permitted to prevent operation of doors where any of the following exists:~~

~~1. Places of detention or restraint.~~

~~2. In buildings in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S, and in places of religious worship, the main door or doors are permitted to be equipped with key-operated locking devices from the egress side provided:~~

~~2.1. The locking device is readily distinguishable as locked;~~

~~2.2. A readily visible and durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. The sign shall be in letters 1 inch (25 mm) high on a contrasting background; and~~

~~2.3. The use of the key-operated locking device is revocable by the building official for due cause.~~

~~3. Where egress doors are used in pairs, approved automatic flush bolts shall be permitted to be used, provided that the door leaf having the automatic flush bolts does not have a doorknob or surface mounted hardware.~~

~~4. Doors from individual dwelling or sleeping units of Group R occupancies having an occupant load of 10 or less are permitted to be equipped with a night latch, dead bolt, or security chain, provided such devices are openable from the inside without the use of a key or a tool.~~

~~5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism in accordance with listed fire door test procedures.~~

~~6. Approved, listed locks without delayed egress shall be permitted in Group I-1 Condition 2 assisted living facilities licensed by Washington State, provided that:~~

~~6.1. The clinical needs of one or more patients require specialized security measures for their safety.~~

~~6.2. The doors unlock upon actuation of the automatic sprinkler system or automatic fire detection system.~~

~~6.3. The doors unlock upon loss of electrical power controlling the lock or lock mechanism.~~

~~6.4. The lock shall be capable of being deactivated by a signal from a switch located in an approved location.~~

~~6.5. There is a system, such as a keypad and code, in place that allows visitors, staff persons and appropriate residents to exit. Instructions for exiting shall be posted within six feet of the door.~~

~~7.1.1. Doors from elevator lobbies providing access to exits are permitted to be locked during or after business hours where items 7.1.11.1 through 7.5.11.6 are satisfied.~~

~~7.1.11.1. The lobby doors shall unlock automatically upon fire alarm;~~

~~7.2.11.2. The lobby doors shall unlock automatically upon power loss;~~

~~7.3.11.3. The alarm system shall include smoke detection in the elevator lobby and at least two detectors on the tenant side within 15 feet of the door;~~

~~7.4.11.4. Unobstructed access to two exits must be provided through the tenant space;~~

~~7.5.11.5. The building shall have an automatic sprinkler system throughout in accordance with Section 903.3.1.1 or 903.3.1.2; and~~

~~7.6.11.6. An approved means of communication is provided in the elevator lobby.~~

~~8.0 Other than egress courts, where the occupants must egress from an exterior space through the building for means of egress, exit access doors shall be permitted to be equipped with an approved locking device where installed and operated in accordance with all of the following:~~

~~8.1 The occupant load of the occupied exterior area shall not exceed 300 as determined by IBC Section 1004.~~

~~8.2 The maximum occupant load shall be posted where required by Section 1004.9. Such sign shall be permanently affixed inside the building and shall be posted in a conspicuous space near all the exit access doorways.~~

~~8.3 A weatherproof telephone or two-way communication system installed in accordance with Sections 1009.8.1 and 1009.8.2 shall be located adjacent to not less than one required exit access door on the exterior side.~~

~~8.4 The egress door locking device is readily distinguishable as locked and shall be a key-operated locking device.~~

~~8.5 A clear window or glazed door opening, not less than five square feet (0.46 m²) in area, shall be provided at each exit access door to determine if there are occupants using the outdoor area.~~

~~8.6 A readily visible durable sign shall be posted on the interior side on or adjacent to each locked required exit access door serving the exterior area stating: THIS DOOR TO REMAIN UNLOCKED WHEN THE OUTDOOR AREA IS OCCUPIED. The letters on the sign shall be not less than one inch high on a contrasting background.~~

~~9. Locking devices are permitted on doors to balconies, decks, or other exterior spaces serving individual dwelling or sleeping units.~~

~~10. Locking devices are permitted on doors to balconies, decks, or other exterior spaces of 250 square feet or less, serving a private office space.~~

2.02.157 Repealed. Amendment to IBC Section 1111.1.1 – Signage.

Section 1111.1.1 in the currently adopted edition of the IBC shall be replaced in its entirety with the following:

~~1. Accessible parking spaces required by Section 1106.1.~~

~~Exception: Where the total number of parking spaces provided is four or less, identification of accessible parking spaces is not required.~~

2.02.158 Amendment to IBC Section ~~1207.3~~1208.3 – Room Area.

Section ~~1207.3~~1208.3 in the currently adopted edition of the IBC shall be replaced in its entirety with the following:

~~1207.3~~1208.3 Room Area.

Every dwelling unit shall have at least one room that shall have not less than 120 square feet (11.2 m²) of net floor area. Other habitable rooms shall have a net floor area of not less than 70 square feet (6.5 m²).

Exception: Kitchens are not required to be of a minimum floor area.

The total floor area in a dwelling unit shall not be less than the living room area specified in ~~1207.4~~1208.4.

2.02.160 Amendment to IBC Section 1502 – Roof Drainage.

Section 1502 in the currently adopted edition of the IBC shall be replaced in its entirety with the following:

1502.1 General.

Design and installation of roof drainage systems shall comply with Section 1502 of this code and the UPC as applicable.

1502.2 Overflow Drains.

Where roof drains are required, overflow drains having the same size as the roof drains shall be installed with the inlet flow line located two inches above the low point of the roof.

1502.3 Scuppers.

Where scuppers are used for secondary (emergency overflow) roof drainage, the quantity, size, location, and inlet elevation of the scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1611.1. Scuppers shall be three times the size of roof drains and have an opening dimension of not less than four inches (102 mm). The flow through the primary system shall not be considered when locating and sizing scuppers. Scuppers may be installed in adjacent parapet walls with the inlet flow line located not more than two inches above the lowest point for the roof area served by the scupper.

1502.4 Gutters.

Gutters and leaders placed on the outside of buildings other than Group R-3, private garages, and buildings of type V construction shall be of noncombustible material or a minimum of Schedule 40 plastic pipe.

~~1503.5~~[1502.5](#) Roof Slope.

Roofs shall be sloped a minimum of 1 unit vertical in 48 units horizontal (2% slope) for drainage unless designed for water accumulation in accordance with Chapter 16, and approved by the Building Official. Vegetated roofs may be approved as an alternate design.

~~1503.6~~[1502.6](#) Roof Drains.

Unless roofs are sloped to drain over roof edges, roof drains shall be installed at each low point of the roof. Vegetated roofs may be designed with alternate drainage systems as approved by the Building Official.

Roof drains shall be sized and discharged in accordance with the Uniform Plumbing Code. Roof drainage shall be directed away from the building and discharged to the storm sewer or to other approved disposal systems. Roof drainage shall not be connected to, or allowed to infiltrate into, the footing drain system.

Overflow drains shall discharge to an approved location and shall discharge at a point above the ground, which can be readily observed. Overflow drains shall not be connected to roof drain lines.

~~1503.7~~[1502.7](#) Concealed Piping.

Roof drains and overflow drains, where concealed within the construction of the building, shall be installed in accordance with the Uniform Plumbing Code.

~~1503.8~~[1502.8](#) Over Public Property.

Roof drainage water from a building shall not be permitted to flow over public property unless part of a City approved dispersion system and where an easement has been obtained.

* * *

2.02.190 Amendment to IBC Section 1613 by addition of a new subsection 1613.7 – Tension-only bracing.

1613.7 Tension-Only Bracing.

The body of the tension element, in a tension-only bracing assembly, shall be designed for the seismic load effect, including the Overstrength Factor, in accordance with ASCE ~~7-10~~[7-16](#), Section 12.4.3.

(Ord. 28363 Ex. A; passed Jun. 14, 2016: Repealed and reenacted by Ord. 28155 Ex. A; passed Jun. 11, 2013: Repealed and reenacted by Ord. 27890 Ex. A; passed Jun. 15, 2010)

* * *

2.02.202 Amendment to IBC Section 2902.4 – Signage.

Section 2902.4 in the currently adopted edition of the IBC is amended with the following:

2902.4 Signage.

Required public facilities shall be provided with signs that designate the sex for separate facilities or indicate ~~gender-neutral~~[all-gender](#) facilities. Single-occupant toilet facilities shall be provided with signs compliant with TMC 1.29.180. Signs shall be readily visible and located near the entrance to each toilet facility. Signs for accessible toilet facilities shall also comply with IBC Section ~~1111~~[1112](#).

* * *

[2.02.207 Amendment to IBC Section 3201.3 – Other Laws.](#)

[Section 3201.3 in the IBC shall be replaced in its entirety with the following:](#)

[3201.3 Other Laws.](#)

[The provisions of this chapter shall not be construed to permit the violation of other laws or ordinances regulating the use and occupancy of public property. All encroachments are subject to the approval and conditions of the City Engineer or their designee.](#)

* * *

2.08.385 Amendment to IBC Appendix Section G101.5 - Designation of floodplain administrator.

G101.5 Designation of floodplain administrator.

The floodplain manager is designated as the floodplain administrator and is authorized and directed to enforce the provisions of this appendix. The floodplain administrator is authorized to delegate performance of certain duties to other employees of the jurisdiction. Such designation shall not alter any duties and powers of the building official.

2.02.390 Amendment to IBC Appendix Section ~~G102.2~~G103.2 – Establishment of Flood Hazard Areas.

Section ~~G102.2~~G103.2 of Appendix G in the IBC shall be replaced in its entirety with the following:

~~G102.2~~G103.2 Establishment of flood hazard areas.

Flood hazard areas are established in Section 1612.3 of this code. The City of Tacoma has regulated flood hazard areas under ordinance since March 25, 1986.

2.02.400 Amendment to IBC Appendix Section ~~G103~~G104 – Powers and Duties by the addition of new Sections ~~G103.10~~G104.11 - Additional Conditions for Consideration, and ~~G103.11~~G104.12 - Restrictions in Floodways.

~~G103.10~~G104.11 – Additional Conditions for Consideration.

The ~~Building Official~~Floodplain Manager shall also review the project for compliance with the Endangered Species Act.

~~G103.11~~G104.12 –Restrictions in Floodways.

The following restrictions shall be applied to development proposed in the floodway:

1. Water wells shall be located on high ground that is not in the floodway.
2. Construction or reconstruction of residential structures is prohibited within the designated floodway.

2.02.410 Amendment to IBC Appendix Section ~~G105~~G106 – Variances by Addition of a new Section ~~G105.7.1~~G106.7.1 – Additional Criteria for Issuance.

~~G105.7.1~~G106.7.1 Additional Conditions for Issuance.

In addition to the conditions for issuance listed in IBC ~~G105.7~~G106.7, the Board of Building Appeals shall also require the applicant to demonstrate the following:

1. The proposed development will not destroy or adversely affect a fish and wildlife habitat conservation area or create an adverse effect to federal, state or locally protected species or habitat.
2. The proposed development project will not affect, or be affected by, channel migration.
3. There is good and sufficient cause for providing relief.
4. The variance pertains to a physical piece of property, and is not personal in nature and not based on the inhabitants or their health, economic, or financial circumstances.
5. The project is compliant with the Endangered Species Act.
6. The project will not adversely affect features or quality of habitat supporting local, state or federally protected fish or wildlife.
7. The applicant's circumstances are unique and do not represent a problem faced by other area properties.
8. All requirements of other permitting agencies will still be met.
9. For new construction, substantial improvements as defined in Subsection 2.02.585, and other development necessary for the conduct of functionally dependent uses, the project will not adversely affect federal, state or locally protected fish, wildlife and their habitat.

* * *

2.02.590 Amendment to IRC Table R301.2 (1) – Climatic and geographic design criteria.

TABLE R301.2 (1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

ROOF SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k	Special wind region ^l	Wind-borne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c					
25	110	K_{zt}=2 See City published topographic maps	No	No	D ₁	Moderate	12 in	Moderate to Heavy	20°-29° F	No	Adoption: 3/25/1986; Flood Insurance Studies: 2017 FIRM and Puyallup Levee Overtopping layer from 2007 FIRM map	350 117	50°-52° F

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index “negligible,” “moderate” or “severe” for concrete as determined from Figure R301.2 (3). The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- b. The frost line depth may require deeper footings than indicated in Figure R403.1 (1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2 (4)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design dry-bulb temperature shall be in accordance with the Washington State Energy Code, as adopted and amended by the City of Tacoma in TMC Chapter 2.10.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction’s entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study, and (c) the panel numbers and date(s) of all currently effective FIRMs and FBFMs, or other flood hazard map adopted by the community, as amended.
- h. In accordance with Sections R905.1.2, R905.5.3.1, R905.7.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with “YES.” Otherwise, the jurisdiction shall fill in this part of the table with “NO.”
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table “Air Freezing Index- USA Method (Base 32°Fahrenheit)”.
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°Fahrenheit)”.
- k. Topographical effects shall be considered by performing a topographical analysis or using the topographical effects as published on the City of Tacoma Web Site. The appropriate KZT factor shall be applied and the analysis shall be in accordance with the provisions of the [currently adopted edition of the](#) International Building Code and/or ASCE 7-05.

2.02.605 Amendment to IRC Section 322 – Flood-Resistant Construction – by addition of new Sections R322.1.11 – Additional Criteria for Development in Flood Hazard Areas, and 322.1.12 Restrictions in Floodways.

R322.1.11 Additional Criteria for Development in Flood Hazard Areas.

In addition to the requirements established in R322, the ~~Building Official~~ [Floodplain Manager](#) shall review projects in flood hazard areas for compliance with the Endangered Species Act.

R322.1.12 –Restrictions in Floodways.

The following restrictions shall be applied to development proposed in the floodway:

1. Water wells shall be located on high ground that is not in the floodway.
2. Construction or reconstruction of residential structures is prohibited within the designated floodway.

* * *

2.02.760 Amendment to IEBC Section 202 – General Definitions – L, S, and W.

Section 202 of the IEBC is amended with new definitions for Live/Work and Work/Live, Substantial Damage, and Substantial Improvement, as follows:

Live/Work Unit.

A dwelling or sleeping unit in which up to 50 percent of the unit’s space includes a commercial business use. The business owner lives in the residential space.

~~Substantial Damage.~~

~~For the purpose of determining compliance with the flood provisions of this code, damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the value of the building or structure before the damage occurred, as calculated using the latest Building Valuation Data published by the International Code Council. If ICC Building Valuation Data is not applicable to this building or structure, the value may be established using an approved market valuation.~~

~~Substantial Improvement.~~

~~For the purpose of determining compliance with the flood provisions of this code, any repair, alteration, addition, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the value of the building or structure before the repair or improvement is started as calculated using the latest Building Valuation Data published by the International Code Council. If ICC Building Valuation Data is not applicable to this building or structure, the value may be established using an approved market valuation. The cost of the improvement may be adjusted if approved by the building official in accordance with the requirements of TMC 2.09. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that is the minimum necessary to ensure safe living conditions; or~~
- ~~2. Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure.~~

Work/Live Unit.

A commercial business use which includes a dwelling unit in up to 50 percent of the unit’s space. The business owner lives in the residential space.

2.02.763 Amendment to IEBC Chapter 3 – Provisions for All Compliance Methods by addition of Section ~~306-310~~ Fire Protection.

A new section ~~306-310~~ [Fire Protection](#) shall be added to IEBC Chapter 3 as follows:

Section ~~306-310~~ Fire Protection.

~~306-1.310.1~~ Group R occupancies.

Where required by Sections ~~306-1.1.310.1.1~~, ~~306-1.2.310.1.2~~, ~~306-1.3.310.1.3~~, or ~~306-1.4.310.1.4~~, automatic fire sprinkler systems shall be installed within existing buildings with Group R fire areas where any of the following conditions exist:

1. Building exceeds 5,000 square feet in area; or
2. Building exceeds two stories in height; or
3. Building contains five or more dwelling or sleeping units. Installation of an automatic fire sprinkler system, in accordance with Section 903.3.1.2 (NFPA 13R), may be approved in non-high-rise buildings exceeding four stories in height when approved by the fire code official and the building official.

Exception: Buildings regulated by the International Residential Code.

~~306-1.1.310.1.1~~ Fire Damage.

Throughout buildings that incur fire, water, or smoke damage where repairs include the removal and/or replacement of more than 50 percent of the ceiling finishes in more than one dwelling or sleeping unit.

Exception: The fire code official is authorized to approve a work plan established by the building owner where damaged units are provided with fire sprinklers immediately and the remainder of the building is provided with fire sprinklers over a period not to exceed ten years.

~~306-1.2.310.1.2~~ Level I Alterations.

Throughout dwelling or sleeping units where work involves the removal and/or replacement of more than 50 percent of the ceiling finishes in more than one dwelling or sleeping unit.

~~306-1.3.310.1.3~~ Level II Alterations.

Throughout dwelling or sleeping units where work areas exceed 50 percent of the floor area of the dwelling or sleeping unit.

~~306-1.4.310.1.4~~ Level III Alterations and Substantial Improvements.

Throughout buildings undergoing level III alterations or substantial improvements as defined in TMC Chapter 2.02.

* * *

2.02.776 Repealed. Amendment to IEBC Section 901.1 – Scope.

~~901.1 Scope.~~

~~Level 3 alterations apply where the alteration cost for an existing building or structure exceeds 50 percent of the value of the building or structure before the repair or improvement is started, as calculated using the latest Building Valuation Data published by the International Code Council. If ICC Building Valuation Data is not applicable to this building or structure, the value may be established using an approved market valuation. The cost of the addition, alteration, rehabilitation, repair, or other improvement may be adjusted if approved by the building official in accordance with the requirements of TMC 2.09.~~

* * *

2.02.810 Repealed Amendment to IEBC Section 1006.3 – Seismic Loads by addition of a new Section IEBC 1006.3.1 – Seismic Requirements for Unreinforced Masonry and Hollow Clay Tile Buildings.

~~The following section shall be added to IEBC Section 1006.3:~~

~~IEBC 1006.3.1 – Seismic Requirements Due to Change of Occupancy for Unreinforced Masonry and Hollow Clay Tile Buildings.~~

~~Existing buildings constructed with unreinforced masonry or hollow clay tile and categorized in IBC Table 1604.5 as Risk Category II, shall be required to comply with the requirements for full seismic forces when the occupancy is increased to a higher relative hazard level in accordance with IEBC Table 1006.1.~~

~~**IEBC TABLE 1006.1 – HAZARD CATEGORIES TRIGGERING SEISMIC REQUIREMENTS DUE TO CHANGE OF OCCUPANCY FOR URM AND HOLLOW CLAY TILE CLASSIFIED BUILDINGS**~~

Relative	Occupancy Classification
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Hazard	
High	<ul style="list-style-type: none"> • Buildings and other structures whose primary occupancy is assembly with an occupant load greater than 99. • Buildings and other structures containing Group E occupancies with an occupant load greater than 50. • Group I occupancies not categorized under Risk Categories III and IV. • Group H occupancies. • Any other occupancy with an occupant load greater than 500.
Medium	<ul style="list-style-type: none"> • Buildings and other structures whose primary occupancy is assembly with an occupant load of 99 or less. • Buildings and other structures containing Group E occupancies with an occupant load of 49 or less. • Group R-1, R-2. • Group F-1 and S-1 with an occupant load of 500 or less. • Group B or M with an occupant load of 100 to 500.
Low	<ul style="list-style-type: none"> • Group B or M with an occupant load less than 100. • Group F-2, S-2, R-3, and U with an occupant load of 500 or less

2.02.820 Amendment to IEBC Chapter 14 – Relocated or moved buildings.

Chapter 14 in the IEBC, as amended by the State Building Code, is hereby deleted and replaced with the following:

~~1301.1~~ **1401.1.** Buildings or structures moved into or within the City of Tacoma shall comply with the provisions of this code and the Tacoma Building and Fire Codes for new buildings or structures.

Exception:

Single family or duplex buildings or structures are not required to comply if:

1. The original occupancy classification is not changed,
2. The building complies with TMC 2.01, Minimum Building and Structures Code, or TMC 2.02.870, and
3. The original building is not substantially remodeled or rehabilitated. For the purposes of this section only, single family or duplex building shall be considered to be substantially remodeled when the costs of remodeling within a two year period beginning on the date the alteration permit is issued, exceed 60 percent of the value of the building as calculated using the Building Valuation Table published by the International Code Council, exclusive of the costs relating to preparation, construction, demolition, or renovation of foundations.

Site development and off-site improvements shall be provided in accordance with Sections 2.19 and 2.22, as if the building is a new building, when the building is moved onto the site from some other location, and shall be provided as if the building was added to or remodeled when the building is moved within the site.

Both a building permit and a moving permit shall be required to move a building onto a site within the City of Tacoma. No moving permit shall be issued until a building permit is issued for the building.

Prior to issuing a building permit for a building to be moved onto a site within the City of Tacoma, the permittee shall post a performance bond, or other financial security acceptable to the Building Official, to be used to demolish the building if conditions of the building permit and all other applicable codes and regulations of the City of Tacoma, have not been complied with within the times specified in said sections. The amount of the bond shall be established by the Building Official and shall be sufficient to cover costs of demolishing the building, disposing of all demolition debris, cleaning the property of any and all litter and debris, and grading the property so that no unsafe conditions remain.

* * *

2.02.870 Amendment of IEBC Appendices by addition of a new Appendix J - Requirements for Alterations to Existing Single Family, Duplex, and Townhouse Buildings and Structures

The following new appendix chapter shall be added to the IEBC.

Appendix J – Requirements for Alterations to Existing Single Family, Duplex, and Townhouse Buildings and Structures

Section AJ101. Purpose and Intent.

The purpose of these provisions is to encourage the continued use or reuse of legally existing single family, duplex, and townhouse buildings and structures and allow alternative construction requirements from the WA State Residential Code with City of Tacoma amendments.

Section AJ102. Compliance

AJ102.1 General.

Regardless of the category of work being performed, the work shall not cause the structure to become unsafe or adversely affect the performance of the building; shall not cause an existing mechanical or plumbing system to become unsafe, hazardous, insanitary or overloaded; and unless expressly permitted by these provisions, shall not make the building any less compliant with this code or to any previously approved alternative arrangements than it was before the work was undertaken.

AJ102.3 Smoke Detectors.

Regardless of the category of work, smoke detectors shall be provided where required by the WA State Residential Code with City of Tacoma amendments.

AJ102.4 Replacement windows.

Regardless of the category of work, where an existing window, including the sash and glazed portion, or safety glazing is replaced, the replacement window or safety glazing shall comply with the requirements of Sections AJ102.4.1 through AJ102.4.4, as applicable.

AJ102.4.1 Energy Efficiency.

Replacement windows shall comply with the requirements of the WSEC.

AJ102.4.2 Safety glazing.

Replacement glazing in hazardous locations shall comply with the safety glazing requirements of IRC Section R308.

AJ102.4.3 Emergency Escape openings.

Where windows are required to provide emergency escape and rescue openings, replacement windows shall be exempt from the maximum sill height requirements of IRC Section R310.2.2 and the requirements of Section IRC R310.2.1 and IRC R310.2.3 provided that the replacement window meets the following conditions:

1. In buildings constructed prior to May 26, 1981, existing windows with a net openable area of five square feet, a minimum clear width of 22 inches, a minimum clear height of 22 inches, and a maximum sill height of 48 inches measured from the floor of the sleeping room, shall be deemed to meet the exit window requirement.
2. Where the window frame is to be replaced, this exception shall not apply, except as necessary to fit within the rough framed opening, in which case the opening dimensions shall be maximized. (Note: If a new opening needs to be created or an existing opening needs to be enlarged to provide an exit window from a sleeping room, this exception shall not apply).
3. Where the sill height exceeds the maximum specified, a landing with a minimum depth of 24 inches and width equal to the width of the window and frame, but not less than 36 inches, may be provided directly below the exit window within the sleeping room, provided the following are met:
 - a. Stairs shall be provided to the landing if its height exceeds 12 inches above the sleeping room floor.
 - b. The landing and stairs do not decrease the minimum required dimensions of the sleeping room below those required by this chapter and the Building Code.
 - c. The replacement window is not part of a change of occupancy and/or new habitable space.

AJ102.4.4 Window control devices.

Where window fall prevention devices complying with ASTM F2090 are not provided, window opening control devices complying with ASTM F2090 shall be installed where an existing window is replaced and where all of the following apply to the replacement window:

1. The window is operable.
2. The window replacement includes replacement of the sash and the frame.
3. The top of the sill of the window opening is at a height less than 24 inches (610 mm) above the finished floor.
4. The window will permit openings that will allow passage of a 4-inch-diameter (102 mm) sphere where the window is in its largest opened position.

5. The vertical distance from the top of the sill of the window opening to the finished grade or other surface below, on the exterior of the building, is greater than 72 inches (1829 mm).

The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the minimum net clear opening area of the window unit.

AJ102.5 Flood hazard areas.

Work performed in existing buildings located in a flood hazard area as established by IRC Table R301.2(1) shall be subject to the provisions of TMC 2.02.550 and 2.02.560.

AJ102.6 Equivalent alternatives.

These provisions of this Appendix are not intended to prevent the use of any alternative material, alternative design or alternative method of construction not specifically prescribed herein, provided that any alternative has been deemed to be equivalent and its use authorized by the building official.

AJ102.7 Other alternatives.

Where compliance with these provisions or with this code as required by these provisions is technically infeasible or would impose disproportionate costs because of construction or dimensional difficulties, the building official shall have the authority to accept alternatives. These alternatives include materials, design features and operational features.

AJ102. Features exceeding code requirements.

Elements, components and systems of existing buildings with features that exceed the requirements of this code for new construction, and are not otherwise required as part of approved alternative arrangements or deemed by the building official to be required to balance other building elements not complying with this code for new construction, shall not be prevented by these provisions from being modified as long as they remain in compliance with the applicable requirements for new construction.

Section AJ301 Repairs

AJ301.1. Definition.

Repair shall be defined as the patching, restoration or minor replacement of materials, elements, components, equipment or fixtures for the purposes of maintaining those materials, elements, components, equipment or fixtures in good or sound condition.

AJ301.2. Materials.

Except as otherwise required herein, work shall be done using like materials or materials permitted by this code for new construction.

AJ301.2.1 Hazardous materials.

Hazardous materials no longer permitted, such as asbestos and lead-based paint, shall not be used.

AJ301.2.2 Plumbing materials and supplies.

The following plumbing materials and supplies shall not be used:

1. All-purpose solvent cement, unless listed for the specific application.
2. Flexible traps and tailpieces, unless listed for the specific application.
3. Solder having more than 0.2-percent lead in the repair of potable water systems.

AJ301.3 Water closets.

Where any water closet is replaced with a newly manufactured water closet, the replacement water closet shall comply with the requirements of the City of Tacoma Plumbing Code.

AJ301.4 Electrical.

This section deleted with a reference to comply with TMC 12.06A.

Section AJ401 Renovations

AJ401.1 Definition.

Renovations shall be defined as the change, strengthening or addition of load-bearing elements; or the refinishing, replacement, bracing, strengthening, upgrading or extensive repair of existing materials, elements, components, equipment or fixtures. Renovation does not involve reconfiguration of spaces. Interior and exterior painting are not considered refinishing for purposes of this definition and are not renovation.

AJ401.2 Materials and methods.

The work shall comply with the materials and methods requirements of this code.

AJ401.3 Door and window dimensions.

Minor reductions in the clear opening dimensions of replacement doors and windows that result from the use of different materials shall be allowed, whether or not they are permitted by this code.

AJ401.4 Interior finish.

Wood paneling and textile wall coverings used as an interior finish shall comply with the flame spread requirements of IRC Section R302.9.

AJ401.5 Structural.

Unreinforced masonry buildings located in Seismic Design Category D2 or E shall have parapet bracing and wall anchors installed at the roofline whenever a reroofing permit is issued. Such parapet bracing and wall anchors shall be of an approved design.

Section AJ501 Alterations

AJ501.1 Newly constructed elements.

Newly constructed elements, components and systems shall comply with the requirements of the WA State Residential Code with City of Tacoma amendments.

Exceptions:

1. Added operable windows are not required to comply with the light and ventilation requirements of IRC Section R303.

AJ501.2 Nonconformities.

The work shall not increase the extent of noncompliance with the requirements of Section AJ601 or create nonconformity to those requirements that did not previously exist.

AJ501.3 Extensive alterations.

Where the total area of all of the alteration work within each dwelling unit meets the requirements of ~~2-02-776~~ [Washington State Existing Building Code Section 604](#) for a Level 3 remodel, the work shall be considered to be a reconstruction and shall comply with the requirements of these provisions for reconstruction work.

Exception: Alteration work which is exclusively plumbing, mechanical or electrical shall not be included in the computation of the total valuation of work.

AJ501.4 Structural.

The minimum design loads for the structure shall be the loads applicable at the time the building was constructed, provided that a dangerous condition is not created. Structural elements that are uncovered during the course of the alteration and that are found to be unsound or dangerous shall be made to comply with the applicable requirements of this code.

AJ501.5 Electrical Equipment and wiring.

This section deleted with a reference to comply with TMC 12.06A.

AJ501.6 Ventilation.

Reconfigured spaces intended for occupancy and spaces converted to habitable or occupiable space in any work area shall be provided with ventilation in accordance with IRC Section R303.

AJ501.7 Ceiling Height.

Habitable spaces created in existing basements and attics shall have ceiling heights of not less than 6 foot 8 inches (2032mm), except that the ceiling height at obstructions shall be not less than 6 foot 4 inches (1930 mm) from the basement or attic floor. Existing finished ceiling heights in non-inhabitable basements and attics shall not be reduced.

AJ501.8 Stairs

AJ501.8.1 Stair width.

Existing basement or attic stairs and handrails not otherwise being altered or modified shall be permitted to maintain their current clear width at, above and below existing handrails.

AJ501.8.2 Stair headroom.

Headroom height on existing basement or attic stairs being altered or modified shall not be reduced below the existing stairway finished headroom. Existing basement or attic stairs not otherwise being altered shall be permitted to maintain the current finished headroom.

AJ501.8.3 Stair landing.

Landings serving existing basement or attic stairs being altered or modified shall not be reduced below the existing stairway landing depth and width. Existing basement or attic stairs not otherwise being altered shall be permitted to maintain the current landing depth and width.

Section AJ601 Reconstruction

AJ601.1 Stairways, handrails and guards.

AJ601.1.1 Stairways.

Stairways within the work area shall be provided with illumination in accordance with IRC Section ~~R303.6~~[R303.7](#).

AJ601.1.2 Handrails.

Every required exit stairway that has four or more risers, is part of the means of egress for any work area, and is provided with not fewer than one handrail, or in which the existing handrails are judged to be in danger of collapsing, shall be provided with handrails designed and installed in accordance with IRC Section R311 for the full length of the run of steps on not less than one side.

AJ601.1.3 Guards.

Every open portion of a stair, landing or balcony that is more than 30 inches (762 mm) above the floor or grade below, is part of the egress path for any work area, and does not have guards, or in which the existing guards are judged to be in danger of collapsing, shall be provided with guards designed and installed in accordance with IRC Section R312.

AJ601.2 Wall and ceiling finish.

The interior finish of walls and ceilings in any work area shall comply with the requirements of IRC Section R302.9. Existing interior finish materials that do not comply with those requirements shall be removed or shall be treated with an approved fire-retardant coating in accordance with the manufacturer's instructions to secure compliance with the requirements of this section.

AJ601.3 Separation walls.

Where the work area is in an attached dwelling unit, walls separating dwelling units that are not continuous from the foundation to the underside of the roof sheathing shall be constructed to provide a continuous fire separation using construction materials consistent with the existing wall or complying with the requirements for new structures. Performance of work shall be required only on the side of the wall of the dwelling unit that is part of the work area.

AJ601.4 Ceiling height.

Habitable spaces created in existing basements or attics shall have ceiling heights of not less than 6 feet, 8 inches (2032 mm), except that the ceiling height at obstructions shall not be less than 6 feet 4 inches (1930 mm) from the basement or attic floor. Existing finished ceiling heights in non-habitable spaces in basements or attics shall not be reduced except where necessary to comply with WSEC requirements.

Section AJ701 – Referenced Standards

ASTM F2090—17	Specification for Window	AJ1024.3
	Fall Prevention Devices with Emergency Escape (Egress) Release Mechanism	AJ1024.4
IEBC— 18 21	International Existing Building Code	AJ102.6

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CHAPTER 2.05 SIGN CODE¹

Sections:

2.05.010 ~~Repealed Signs, General.~~

2.05.275 ~~Repealed Political Signs.~~

2.05.010 ~~Repealed Signs, General.~~

~~Regulation of the location, size, appearance and number of signs shall be regulated by title 13, except as modified in TMC Chapters 13.42 and 13.07 which provide regulations for Landmarks Special Review Districts. The illumination and electrical aspects shall be regulated by the Electrical Code as adopted by TMC Chapter 12.06A. The energy regulations and illumination controls shall be in accordance with the Washington State Energy Code as adopted and amended by the City of Tacoma in TMC Chapter 2.10. The structural design and support of signs shall be in accordance with the Building Code as adopted and amended by the City of Tacoma in TMC Chapter 2.02.~~

2.05.275 ~~Repealed - Political signs.~~

~~A. Regulations.~~

~~All signs which are displayed out of doors on real property relating to the nomination or election of any individual for a public political office or advocating any measure to be voted on at any special or general election are political signs which shall be subject to the following regulations:~~

- ~~1. Such political signs shall not be displayed more than seven days after the date of the election for which intended. In cases where a general election follows a primary election, those signs for candidates whose names will appear on the ballot in the general election may be displayed during the interim period and up to seven days after the general election. In all instances herein in which political signs are required to be removed within seven days after the election for which the political sign was displayed, if said signs are not removed, they will be subject to removal by the City of Tacoma Public Works Department; provided, however, that this provision shall not prohibit political signs in areas where other provisions of the Official Code of the City of Tacoma allows the same as legally licensed outdoor advertising displays.~~
- ~~2. Political signs placed in residential zones as the same are defined by the Zoning Code of the City of Tacoma shall not exceed eight square feet each in area.~~
- ~~3. No political signs shall be erected upon any private property without the permission of the resident or owner thereof, and in cases where there is no occupied structure on the property; no political signs shall be placed thereon without the written consent of the owner of the property.~~
- ~~4. Signs on public property. No person, firm, or corporation, except a public officer or employee in the performance of his public duty, shall post, paint, nail, fasten, place, or locate any card, banner, handbill, sign, poster, or advertising or notice of any kind, or cause the same to be done, on any public street or highway or upon any curbstone, lamppost, street sign, pole, hydrant, bridge, tree, or other thing situated upon any public street or highway or any publicly owned property within the City of Tacoma, except as may be authorized by ordinances of the City of Tacoma, laws of the state of Washington or of the United States; provided, however, the prohibition contained herein shall not apply to political signs placed preceding a primary or general election upon public rights of way, and installed in such a manner as not to constitute a traffic hazard or impair or impede pedestrian thoroughfares. Provided further that signs placed in planting strips must have the permission for such placement of the abutting property owner.~~

~~B. Penalty for Violation.~~

~~Any person who installs, places, displays and/or fails to remove or who directs, requests, or aids and abets the installation, placement or display of a political sign in violation of this section, and any owner of property or occupant having control thereof, who permits a political sign to be displayed on such property in violation of the this section, shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of \$25.00 for each sign which is displayed in violation of this section, and each day that such a violation exists shall constitute a separate offense.~~

¹ Sign regulations in zoning – See Sections 13.06.090 (previously Sections 13.06.520 through 13.06.522). (Ord. No. 26934 § 3; passed Mar. 5, 2002)

CHAPTER 2.06 PLUMBING CODE

Sections:

- 2.06.010 Adoption of the Uniform Plumbing Code.
- 2.06.015 Administrative Provisions.
- 2.06.020 Conflicts with the City of Tacoma Stormwater Management Manual or Side Sewer and Sanitary Sewer Availability Manual.
- 2.06.030 *Repealed.*
- 2.06.040 *Repealed.*
- 2.06.050 *Repealed.*
- 2.06.060 Addition of a new UPC Section ~~101.11.6~~[101.6](#) – Substantial Building Improvements.
- 2.06.070 Amendment to UPC Section 107.0 – Board of Appeals.
- 2.06.080 Amendment to UPC Section 106.0 – Violations.
- 2.06.090 Amendment to UPC Section 218.0 – P – Definitions by redefining “Private sewer.”
- 2.06.100 Amendment to UPC Section 304 by addition of a new Section 304.2 – Public Sewer Availability.
- 2.06.110 *Repealed.*
- 2.06.120 Amendment to UPC Chapter 4 by addition of a new UPC Section 423.0 – Water Conservation for Irrigation Systems.
- 2.06.130 Addition of a new UPC Section 603.1.1 – City of Tacoma Requirements for Cross-Connection Control.

2.06.010 Adoption of the Uniform Plumbing Code.

The Uniform Plumbing Code as adopted by the State Building Code as defined in TMC 2.02.100 is hereby included in the City of Tacoma Plumbing Code as adopted by this chapter. Section 104.5 and Table No. 104.5 are hereby deleted from the UPC ~~as amended in this chapter.~~ [Fees shall be in accordance with TMC 2.09.](#)

2.06.015 Administrative Provisions.

The Director of Planning and Development Services shall have the authority to develop rules, policies, and administrative procedures for, but not limited to, the following items:

A. Public notifications.

Notices may be required for any permits issued under this chapter. When required, the notices shall be completed prior to the start of construction.

B. Project Meetings.

Permittees, contractors, and others associated with a permit may be required to attend Project Meetings related to permit requirements, to address neighborhood impacts such as dust and construction noise or other neighborly issues that arise from the contractor’s activities.

C. Construction Nuisances.

Additional requirements may be imposed on project construction activities that impact the surrounding neighborhood, such as public safety, dust and construction noises. Identification of these issues may be by a complaint, City and/or other regulatory inspection. A project meeting may be called to address the impacts.

[D. Adjacent Properties.](#)

[No person engaged in work regulated by this chapter may utilize the neighboring properties for parking, materials storage, staging, access, or any other activity without the consent of the owner.](#)

Violations of TMC 2.06 or any provision as required by the Director of Planning and Development Services under TMC 2.06.015 shall be administered as outlined in TMC 1.82 – Uniform Enforcement Code, and/or Chapter 2.02.130 of this code.

2.06.020 Conflicts with the City of Tacoma Stormwater Management Manual or Side Sewer and Sanitary Sewer Availability Manual.

If there is a conflict between the UPC as adopted and amended in this chapter and the City of Tacoma Stormwater Management Manual, the City of Tacoma Stormwater Management Manual, as authorized by TMC ~~12.08.090~~[12.08](#), shall govern.

City sewer availability, building sewers (from a point two feet after passing through or under a building foundation), and private sewage disposal systems shall be in accordance with the City of Tacoma Side Sewer and Sanitary Sewer Availability Manual, as authorized by TMC ~~12.08.740~~[12.08](#). If there is a conflict between the UPC as adopted and amended in this chapter and the “City of Tacoma Side Sewer and Sanitary Sewer Availability Manual”, the “City of Tacoma Side Sewer and Sanitary Sewer Availability Manual” shall govern.

* * *

2.06.060 Addition of a new UPC Section ~~101.11.6~~[101.6](#) – Substantial Building Improvements.

~~101.11.6~~[101.6](#) Substantial Building Improvements. Buildings which are substantially improved, as defined in TMC 2.02.760, shall be provided with an educational flyer regarding inflow and infiltration pursuant to the requirements of TMC ~~12.08.720~~[12.08](#).

* * *

2.06.090 Amendment to UPC Section 218.0 – P – Definitions by redefining “Private sewer.”

Private Sewer – A building sewer that receives the discharge from more than one (1) building drain and conveys it to a public sewer, private sewage disposal system, or other point of disposal. Private sewers shall only be permitted in accordance with the “City of Tacoma Side Sewer and Sanitary Sewer Availability Manual” as authorized by TMC ~~12.08.740~~[12.08](#).

2.06.100 Amendment to UPC Section 304.0 by addition of a new Section 304.2 – Public Sewer Availability.

304.2 Public Sewer Availability.

When a public sewer is not available, alternative methods of waste disposal shall be determined in accordance with the “City of Tacoma Side Sewer and Sanitary Sewer Availability Manual” as authorized by TMC ~~12.08.740~~[12.08](#).

* * *

2.06.120 Amendment to UPC Chapter 4 by addition of a new UPC Section 423.0 – Water Conservation for Irrigation Systems.

423.0 Water Conservation for Irrigation Systems.

The purpose of this section shall be to implement water conservation performance standards for irrigations systems installed within the City of Tacoma. A new installation of an automatic in-ground irrigation system shall comply with the following:

1. An automatic clock.
2. Flow sensor and mastervalve capabilities able to detect leaks in zones.
3. Electronic valves with backflow protection devices for underground valves or with air vacuum breaker for above ground anti-siphon valves as approved by the local water utility.
4. Ability to sense rainfall. The component used to sense rainfall shall be exposed to weather and comply with either Item a or b:
 - a. Interrupt the circuit to the valve to stop the irrigation clock from watering after a rainfall event, or
 - b. Reduce irrigation timing based on the amount of rainfall or soil moisture sensors.

Exception:

The following landscaped areas are exempt:

1. Landscaped areas in locations where they do not receive natural precipitation.
2. Landscaped areas requiring irrigation for only one year of plant establishment before the irrigation system is decommissioned or removed. Areas where irrigation remains in place after 1 year shall meet the requirements of Section ~~403.74~~[423.0](#).
3. Plant nurseries.
4. Landscape areas less than 10,000 square feet.
5. Modification or expansions to existing irrigation systems.

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CHAPTER 2.07
MECHANICAL CODE

Sections:

- 2.07.010 Adoption of the International Mechanical Code.
- 2.07.015 Administrative Provisions.
- 2.07.020 *Repealed.*
- 2.07.030 *Repealed.*
- 2.07.040 *Repealed.*
- 2.07.050 Amendment to IMC Section 108 – Violations.
- 2.07.060 Amendment to IMC Section 109 – Board of Building Appeals.
- 2.07.070 *Repealed.*

2.07.010 Adoption of the International Mechanical Code.

The IMC as adopted by the State Building Code as defined in TMC 2.02.100 is hereby included in the City of Tacoma Mechanical Code as adopted by this chapter. [Fees shall be in accordance with TMC 2.09.](#)

2.07.015 Administrative Provisions.

The Director of Planning and Development Services shall have the authority to develop rules, policies, and administrative procedures for, but not limited to, the following items:

A. Public notifications.

Notices may be required for any permits issued under this chapter. When required, the notices shall be completed prior to the start of construction.

B. Project Meetings.

Permittees, contractors, and others associated with a permit may be required to attend Project Meetings related to permit requirements, to address neighborhood impacts such as dust and construction noise or other neighborly issues that arise from the contractor's activities.

C. Construction Nuisances.

Additional requirements may be imposed on project construction activities that impact the surrounding neighborhood, such as public safety, dust and construction noises. Identification of these issues may be by a complaint, City and/or other regulatory inspection. A project meeting may be called to address the impacts.

[D. Adjacent Properties.](#)

[No person engaged in work regulated by this chapter may utilize the neighboring properties for parking, materials storage, staging, access, or any other activity without the consent of the owner.](#)

Violations of TMC 2.07 or any provision as required by the Director of Planning and Development Services under TMC 2.07.015 shall be administered as outlined in TMC 1.82 – Uniform Enforcement Code, and/or Chapter 2.02.130 of this code.

* * *

CHAPTER 2.19
SITE DEVELOPMENT CODE

Sections:

- 2.19.010 General.
- 2.19.015 Administrative Provisions.
- 2.19.020 Definitions.
- 2.19.030 Site Development Standards and Permit Requirements.
- 2.19.040 *Repealed.*
- 2.19.050 Clearing and Grading Requirements.
- 2.19.060 Surface Water Drainage and Erosion Control Requirements.
- 2.19.070 Inspection Requirements.

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2.19.015 Administrative Provisions.

The Director of Planning and Development Services shall have the authority to develop rules, policies, and administrative procedures for, but not limited to, the following items:

A. Public notifications.

Notices may be required for any permits issued under this chapter. When required, the notices shall be completed prior to the start of construction.

B. Project Meetings.

Permittees, contractors, and others associated with a permit may be required to attend Project Meetings related to permit requirements, to address neighborhood impacts such as dust and construction noise or other neighborly issues that arise from the contractor's activities.

C. Construction Nuisances.

Additional requirements may be imposed on project construction activities that impact the surrounding neighborhood, such as public safety, dust and construction noises. Identification of these issues may be by a complaint, City and/or other regulatory inspection. A project meeting may be called to address the impacts.

[D. Adjacent Properties.](#)

[No person engaged in work regulated by this chapter may utilize the neighboring properties for parking, materials storage, staging, access, or any other activity without the consent of the owner.](#)

Violations of TMC 2.19 or any provision as required by the Director of Planning and Development Services under TMC 2.19.015 shall be administered as outlined in TMC 1.82 - Uniform Enforcement Code, and/or Chapter 2.02.130 of this code.

2.19.020 Definitions.

For the purposes of this Chapter the following definitions shall apply:

2.19.020.A

AS-GRADED is the extent of surface conditions on completion of grading.

2.19.020.B

BENCH is a relatively level step excavated into earth material on which fill is to be placed.

BUILDING SITE (also SITE) shall be a platted or unplatted parcel of land unified as a single property for the purpose of constructing a single building or a group of buildings being constructed as a unified project.

2.19.020.C

CIVIL ENGINEER is a professional engineer licensed in the State of Washington and specialized in the design, analysis and supervision of the construction of public and private works, especially roads, excavations, grading, filling, drainage, and erosion control.

CLEARING means the removal of vegetative material and includes, but is not limited to the removal of logs, cutting of scrub-shrubs, trees or any vegetative material in a manner that does not disturb or expose the surface of the native soil. Clearing does not include normal property maintenance, such as pruning of trees and shrubbery, lawn mowing, and removal of noxious or nuisance vegetation.

COMPACTION is the densification of a fill by mechanical means.

COTSWMM is the most current version of the City of Tacoma Surface Water Management Manual.

CRITICAL AREAS, as defined in TMC 13.11, include the following ecosystems: areas with a critical recharging effect on aquifers used for drinking water, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, wetlands, and streams.

2.19.020.D

DRAINAGE SYSTEM is a system, which includes natural or artificial means of conveyance or control of surface waters prior to delivery to a legal point of disposal and may include one or more of the following components:

1. Drainage Course - a natural open depression, which carries away surface water.
2. Drainage Facility – a structure used for the purpose of conveyance or control of surface water.
3. Drainage Channel - an artificial open depression, which carries away surface water.

2.19.020.E

EARTHWORK is the set of operations connected with the construction of embankments of earth or excavation of earth (cut) or placement of earth (fill).

EMBANKMENT is a raised structure of earth or gravel designed to retain water or to carry a roadway.

EROSION is the wearing away of the ground surface as a result of the movement of wind, water, ice, or any other means.

EROSION CONTROL is any approved method of preventing the migration of soil by water, wind, ice, tracking by mechanical equipment, or any other means.

EXCAVATION is the mechanical removal of soil.

2.19.020.F

FILL is dumping or placing, by artificial means, any material on any soil or sediment surface, including temporary stockpiling of material and is also the material placed in such a manner.

2.19.020.G

GEOLOGICALLY HAZARDOUS AREA means an area that is susceptible to erosion, landslides, severe risk of earthquake damage, or other geological events. Geologically hazardous areas are regulated and defined in TMC Chapter 13.11. They include, but are not limited to, erosion hazard areas, landslide hazard areas, moderate and steep slopes, and seismic hazard areas.

GEOLOGIST is a [professional geologist licensed in the State of Washington that is](#) ~~scientist~~ experienced and knowledgeable in the practice of [geology, including the investigation of the earth's constituent rocks, minerals, solids, fluids, including surface and underground waters, gases, and other materials; and the study of the natural agents, forces, and processes that cause changes in the earth.](#) ~~subsurface soil and bedrock investigations, and analysis of mineralogy, landforms and geological processes.~~

GEOTECHNICAL ENGINEER is a civil engineer experienced and knowledgeable in the practice of subsurface soil investigation and analysis, settlement analysis, hydro-geological investigation, and earthwork, retaining wall, and foundation design.

GRADE is the vertical elevation of the ground surface.

1. Existing grade is the grade prior to grading.
2. Rough grade is the stage at which the grade approximately conforms to the approved plan.
3. Finish grade is the final grade of the site, which conforms to the approved plan.

GRADING is any excavating or filling or combination thereof.

1. Regular Grading is the grading involving the relocation of soil on any lot, parcel or group of lot or parcels being simultaneously developed.
2. Engineered Grading is the grading, as designed by a civil engineer, involving the relocation of soil on any lot, parcel or group of lots or parcels being simultaneously developed.

GRUBBING is removal of roots or stumps in a manner that clears or breaks and exposes the surface of the native soil.

2.19.020.K

KEY is a designed excavation in the soil beneath a fill slope to hold the fill in place.

2.19.020.R

RECOGNIZED ENGINEERING PRACTICES are the most current effective practices, science, and methods which are used to manage surface water, erosion, and soil/slope stability and which may include, but not be limited to, the most current version of the COTSWMM.

2.19.020.S

SLOPE is an inclined ground surface, the inclination of which is expressed as a percent ratio of the vertical distance to the horizontal distance and is categorized as follows:

1. Level to Shallow Slope – a slope less than 25 percent.
2. Moderate Slope - a slope greater than or equal to 25 percent and less than 40 percent.
3. Steep Slope - a slope greater than or equal to 40 percent

SOIL is any unconsolidated material composed of naturally occurring discrete solid particles with void spaces between.

SPECIAL INSPECTION is the inspection required by this chapter to be performed by, or under the supervision of a civil engineer, and shall include, but not be limited to compaction testing, inspection of retaining wall construction, excavations, fills and other grading activities, and inspection for soil/slope stability. Inspections shall be either continuous or periodic as defined as follows:

1. Continuous – the full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
2. Periodic – the part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.

2.19.020.T

TERRACE is a relatively level step constructed in the face of a graded slope surface for drainage control, maintenance, or aesthetic purposes.

2.19.030 Site Development Standards and Permit Requirements.

A. Standards.

The standards for testing listed below are adopted standards in addition to the standards in IBC Chapter 35, which was adopted by reference at TMC 2.02.010.

1. ASTM D 1556, In-Place Density of Soils by the Sand-Cone Method
2. ASTM D 2167, In-Place Density of Soils by the Rubber-Balloon Method
3. ASTM D 2922, In-Place Moisture Content of Soils by Nuclear Methods
4. ASTM D 2937, In-Place Density of Soils by the Drive-Cylinder Method
5. ASTM D 3017, In-Place Density of Soils by Nuclear Methods

B. Permit Requirements.

1. Permit Requirements.

Except as specified below, no person shall grade clear, pave, level, alter, construct, repair, remove or excavate, soils, pavement, walkways, vaults, private side sewers, private storm drainage facilities, or other site improvements in the City of Tacoma without first having obtained a Site Development Permit. The Director of Planning and Development Services, or designee, shall have the authority to determine if a permit is required for all other activities.

C. Permit Expiration.

At any time during the permitting process: application, plan review, or construction; a permit will expire if no applicant activity within the specific process occurs within 180 days. The City will notify the applicant of its intent to cancel the permit at the end of 180 days. Upon notification, the applicant may request an extension of their permit in writing.

D. Application.

Application for a Site Development Permit shall be accompanied by plans and, as applicable, specifications, and shall conform to the provisions of IBC Section ~~106~~107. In addition, the application shall state the estimated quantities of excavations, fills, grubbing, and relocation of soil in cubic yards and the area to be graded or cleared in square feet. Prior to plan submittal the applicant shall determine whether the proposed project is located in a Critical Area as governed by TMC 13.11 and so state on the permit application.

E. Bonds.

The City may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

In lieu of a surety bond, the applicant may file a cash bond or assignment of funds with the City in an amount equal to that which would be required in the surety bond.

F. Exempted Work.

A Site Development Permit is not required for the following unless such work is in a Critical Area governed by TMC Chapter 13.11; however, all such work is subject to application of the Recognized Engineering Practices to mitigate the anticipated conditions:

1. Grading, to include grubbing, less than 50 cubic yards or an area not to exceed 7,000 square feet, whichever is less, performed in a two-year period that is not part of a building project or new impervious surface that requires a permit.
2. Clearing less than 7,000 square feet in area meeting at least one of the following:
 - a. Activities in preparation for site surveying, or other associated work. This does not permit grubbing or activities that cause soil disturbance.
 - b. Clearing within ten feet of the perimeter of buildings.
 - c. General property and utility maintenance, landscaping, or gardening in pre-existing developed land.
3. An excavation below finished grade for basements and footings of a building, retaining wall, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation, or exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or exempt any grading over 50 cubic yards.
4. Refuse disposal sites controlled by other regulations.
5. Hazardous waste remediation under the jurisdiction of other agencies.
6. Excavation on private property for wells or tunnels. Backfill is also exempt, provided it is not transported off site, or the backfill is not imported from off-site. Other filling with the material from such excavation requires a permit. This does not exempt the Contractor from being required to follow Recognized Engineering Practices.
7. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay where local regulation is preempted by state or federal law. Such operations shall follow Recognized Engineering Practices and be in compliance with the COTSWMM.
8. Exploratory excavations under the direction of a civil engineer or geologist. This shall not exempt any fill made with the material from such excavation. Clearing or grading to construct an access road to an exploratory site shall require a permit if construction requires more than 50 cubic yards of grading or disturbs an area more than 7,000 square feet, whichever is less.
9. Clearing associated with routine maintenance by utility agencies or companies. This does not exempt the utility agencies or companies from being required to follow Recognized Engineering Practices.
10. Clearing or grading in the right-of-way associated with street, alley, or sewer work approved by the Public Works Department or road maintenance conducted in accordance with the Regional Road Maintenance Program.
11. Removal of trees or other vegetation, which cause sight distance obstructions at intersections so determined by the City of Tacoma Traffic Engineer.

12. Removal of hazardous trees on private property provided no more than 50 cubic yards of grading is required and no more than 7,000 square feet of area is disturbed, whichever is less.

13. Forest practices under the jurisdiction of other agencies.

14. Graves in legally established cemeteries.

Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City of Tacoma.

G. Emergency Work and Hazards.

1. Emergency Grading.

Emergency Clearing and Grading activities, which if not performed immediately would substantially endanger life or property, are exempt from permits prior to beginning work only to the extent necessary to meet the emergency. Permits authorizing the emergency work will be required as soon as practical after starting work.

2. Slope Stability Hazards.

The owner of the property upon which a landslide or other slope stability hazard has occurred shall be required to repair the slope for the following conditions:

- a. The landslide or slope stability hazard has occurred within 50 feet of a building structure.
- b. Where determined by the City to be a hazard to life, limb, property or the public welfare.
- c. Where determined by the City to adversely affect the safety, use, or stability of a public way or drainage channel.

The owner of the property, upon which the landslide or slope stability hazard is located, or other person or agent in control of said property, upon receipt of notice in writing from the City, shall, within the period specified therein, repair or eliminate the hazard and be in conformance with the requirements of this code. Repair measures must be in conformance with a plan designed by a civil engineer.

H. Definitions.

For the purposes of this chapter, the definitions listed herein shall be construed as specified in TMC 2.19.020.

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CHAPTER 2.21
HOUSING CODE REQUIREMENTS FOR TEMPORARY SHELTERS

Sections:

- 2.21.100 Purpose.
- 2.21.200 General.
- 2.21.300 Definitions.
- 2.21.400 Permits and inspections.
- 2.21.410 Permits.
- 2.21.420 Permit application.
- 2.21.430 Permit expiration or revocation.
- 2.21.500 Shelter capacity and staffing.
- 2.21.510 Maximum shelter capacity.
- 2.21.520 Temporary shelter staff.
- 2.21.600 Life-safety requirements.
- 2.21.610 Egress requirements.
- 2.21.620 Hazard evaluation and separation from hazards.
- 2.21.630 Smoke and fire protection.
- 2.21.640 Electrical requirements.
- 2.21.700 Emergency Evacuation Plan.
- 2.21.800 Lighting, heat, ventilation, and sanitation.

* * *

2.21.200 General.

Temporary shelters for individuals and families who are homeless may be located in existing buildings owned and/or operated by either a non-profit or public agency without undergoing a change of use or occupancy, subject to the provisions in this chapter. Other code provisions not included in this chapter shall be in accordance with Tacoma Municipal Code (“TMC”) Chapters 2.02, Building Code; 2.06, Plumbing Code; 2.07, Mechanical Code; 2.10, Energy Code; and 2.13, Waterfront Structures and Marinas, as applicable. Temporary shelters shall also comply with applicable requirements in TMC Title 13, Land Use Regulatory Code. (Emergency provisions for sheltering individuals and temporary shelters allowed pursuant to TMC ~~13.06.635~~ [13.06.080P](#) are not addressed in this chapter.)

* * *

CHAPTER 2.22 RIGHT-OF-WAY DEVELOPMENT CODE

Sections:

- 2.22.010 General Provisions.
- 2.22.015 Administrative Provisions.
- 2.22.020 Definitions.
- 2.22.030 Permit Requirements.
- 2.22.040 Off-site Improvement Requirements.

* * *

2.22.015 Administrative Provisions.

The Director of Planning and Development Services shall have the authority to develop rules, policies, and administrative procedures for, but not limited to, the following items:

A. Public notifications.

Notices may be required for any permits issued under this chapter. When required, the notices shall be completed prior to the start of construction.

B. Project Meetings.

Permittees, contractors, and others associated with a permit may be required to attend Project Meetings related to permit requirements, to address neighborhood impacts such as dust and construction noise or other neighborly issues that arise from the contractor's activities.

C. Construction Nuisances.

Additional requirements may be imposed on project construction activities that impact the surrounding neighborhood, such as public safety, dust and construction noises. Identification of these issues may be by a complaint, City and/or other regulatory inspection. A project meeting may be called to address the impacts.

D. Adjacent Properties.

No person engaged in work regulated by this chapter may utilize the neighboring properties for parking, materials storage, staging, access, or any other activity without the consent of the owner.

Violations of TMC ~~2.07~~2.22 or any provision as required by the Director of Planning and Development Services under TMC 2.22.015 shall be administered as outlined in TMC 1.82 – Uniform Enforcement Code, and/or Chapter 2.02.130 of this code.

2.22.020 Definitions.

ADMINISTRATIVE PROCEDURES: The written process followed to implement a policy.

CIVIL ENGINEER: A professional engineer licensed in the State of Washington and specialized in the design, analysis and supervision of the construction of public and private works, especially roads, excavations, grading, filling, drainage, and erosion control.

OFF-SITE IMPROVEMENTS: The improvements required beyond the BUILDING SITE, as defined in TMC 2.19.020.B, contained with right-of-way or easement necessary to support public health and safety meeting applicable codes and design standards as required by federal, state or Tacoma Municipal Code. Improvements required may be, but are not limited to, street paving, concrete curbs and gutters, ~~surface and subsurface storm water drainage~~ stormwater BMPs/facilities (as defined in TMC 12.08.D), utility extensions, sidewalks, trees, landscaping, signage, traffic and street lights, vaulted walk, retaining walls, accessible curb ramps, and driveways.

POLICY: A written direction provided to City staff by the Director of any City of Tacoma Department, often providing clarification and interpretation of code or other requirements.

PROJECT MEETINGS: Either a private meeting with the City or a publicly accessible meeting with the public for a specific permit to discuss the project and any concerns or nuisances with the City, the permit holder, and the project contractor.

PUBLIC NOTIFICATIONS: A mechanism to inform the public regarding the scope and status of a project.

RIGHT-OF-WAY: Any public street or easement as defined in TMC 10.22

RULES: A written enforceable directive by the Director of any City of Tacoma Department.

STREET FRONTAGE: The abutment of privately owned property along one side of a street between the intersections of streets, alleys, and other public ways.

WORK/LIVE AND LIVE/WORK: See definitions in Chapter 2.02.100.

* * *

2.22.040 Off-site Improvement Requirements.

A. Scope and Intent.

1. The intent of this code is to consider the health, safety and general welfare of the public. Development shall not impact City Right-of-Way inconsistent with the most applicable current City codes and standards. In addition, development shall not impact adjacent and/or downstream property owners in a detrimental manner. [Projects shall be coordinated consistent with TMC 10.22 and minimize impacts to the rights-of-way consistent with TMC 10.22.170.](#)

2. Proposed improvements shall require the submittal of plans completed by a professional civil engineer and/or surveyors licensed in the state of Washington consistent with the state licensure requirements and engineering best practice. In addition, all work shall be compliant with the City of Tacoma design requirements and using City of Tacoma benchmarks for surveying. [Where City of Tacoma monuments are not within 2500 feet of required off-site improvements, as measured along the street grid, a new City monument will be established at the nearest intersection to the project.](#)

B. Off-site Improvements.

1. Off-site improvements shall be required for all New Construction, Additions, Site Uses, Change of Occupancies as defined in the International Existing Building Code, Moved Buildings, and Remodels/Alterations to existing buildings. Projects involving more than one project type (New Construction, Additions, Change of Occupancy, and Remodel/Alteration) shall apply the most restrictive criteria in Table 2.22.1. [The Director may require offsite improvements for projects consisting of new and/or redeveloped site or right-of-way improvements, without the construction of a building such as parking lots, recreational facilities, storage yards, or other improvements as determined by the director.](#)

2. The Director of Planning and Development Services, or designee, is authorized to establish and modify or eliminate the off-site improvement requirements shown in Table 2.22.1 for individual cases where there are practicable difficulties involved in implementation of the requirements of this code. The Director of Planning and Development Services, or designee, shall determine the order of preference when determining off-site improvement requirements, considering health, safety, and welfare, along with environmental protections as the primary objectives. Secondary objectives may include considerations for transportation corridors and proximity to schools and parks. Although a maximum level of off-site improvements that may be imposed by project type is shown in Table 2.22.1, this limitation shall not apply to any additional improvements for projects that have requirements imposed by a SEPA, Conditional Use Permit, or other conditioning documents. Nor does it absolve the property owner of the responsibility to repair any damaged or defective sidewalk.

3. Off-site improvements, as defined in TMC 2.22.020, shall be constructed to conform to City of Tacoma Standards as defined by, but not limited to, the City of Tacoma's most current: Right-of-Way Design Manual; Right-of-Way Restoration Policy; Stormwater Management Manual; and/or Side Sewer and Sanitary Sewer Availability Manual.

4. The following off-site improvement requirements shall apply to all applicable project types listed in Table 2.22.1.

a. Alleys: When a lot adjoins an alley or street intersection, improvements shall also be installed at the alley or street intersection. Alleys shall be improved to City of Tacoma Standards when any access to the site is provided from the alley.

b. Off-site improvements are dependent on the project type and threshold listed in Table 2.22.1, and shall require the development of cement concrete curb and gutter, sidewalks, curb ramps, paving, safety measures, other right-of-way elements and drainage of all dedicated streets along the lot frontages, except, in cases where the topography or other conditions make it impractical. [Where required, off-site improvements shall be designed to incorporate the future permanent roadway grade and alignment as established by the City.](#)

c. Access to Property: Driveway approaches shall be in accordance with TMC 10.14 (Driveway Ordinance). Public roads fronting the property shall be comprised of an all-weather surface per the requirements of TMC 13.06, or will need to be paved to provide an all-weather surface. [Driveway access shall be limited to the lowest pedestrian-classified roadway adjacent to the site as designated in TMC 13.06 and described in TMC 10.14. Unused or abandoned driveways shall be removed as part of a project's off-site improvement requirements. The removal of unused or abandoned driveways shall not be subject to the exceptions in Table 2.22.](#)

d. Where a site has existing improvements such as sidewalks, curbs, gutters, and paving, these improvements shall be replaced if they are broken, damaged or hazardous. Pavement shall also be required to be replaced when it does not meet the current standard pavement section for residential or arterial streets contained in the City of Tacoma Standards. Live/Work and Work/Live developments which are exempt from off-site improvements per Table 2.22.1 are only required to replace broken, damaged, or hazardous sidewalks along the street frontage.

C. Fee In Lieu of.

Upon approval of the Director of Planning and Development Services, or designee, a fee may be paid in lieu of construction of the required off-site improvements. In addition, the Director of Planning and Development Services, or designee, shall determine the eligible off- site improvements and fee in lieu amount. The fees shall be paid at the time of permit issuance and deposited in the Fee In Lieu of Off-site Improvements Fund.

D. Covenant and Easement Agreement.

Where development has been exempted from off-site improvement requirements for Live/Work or Work/Live uses, a covenant/use restriction shall be recorded on title of the exempt property as a covenant running with the land that the use giving rise to the exemption must be maintained for a minimum of 10 years. If Live/Work or Work/Live use changes within the 10-year covenant/restriction period, off-site improvement requirements may be imposed at the time of change of use.

Table 2.22.1 Off-site Improvement Determinations⁽¹⁾

Project Type	Threshold	Off-site Improvement Requirement^(2, 4)
New Construction		
Commercial ⁽³⁾	All new and moved buildings	No limit defined. Off-site improvements pursuant to Section 2.22.040.B and as determined by the Director of Planning and Development Services, plus all utility construction or relocation and installation of safety mitigation measures.
Single family and two family dwellings	All new and moved buildings	No limit defined. Offsite improvements as determined by the Director of the Planning and Development Services. Fee In-lieu available pursuant to Section 2.22.040.C.
Single family and two family accessory structures and garages		None required; Access to property shall be in accordance with Section 2.22.B.4.
Additions		
Commercial - Large	50% or greater than building area	No limit defined. Off-site improvements pursuant to Section 2.22.040.B, and as determined by the Director of Planning and Development Services, plus all utility construction or relocation and installation of safety mitigation measures.
Commercial - Small	Less than 50% of building area	Off-site Improvement Requirements up to approximately 10% of Addition Valuation.
Single family and two family dwelling	Additions	None required; Access to property shall be in accordance with Section 2.22.040.B.4.c, and compliance with Section 2.22.040.B.4.d.
Change of Occupancy		
Large	Change of Occupancy to 50% or greater of the building area	Off-site Improvement Requirements up to the greatest of either: a. 10% of Remodel Valuation ⁽³⁾ b. 10% of the change to the building valuation based on the most current ICC Building Valuation table. Fee In-lieu available pursuant to Section 2.22.040.C.

Project Type	Threshold	Off-site Improvement Requirement ^(2, 4)
Small	Change of Occupancy to greater than 10% but less than 50% of the building area	Off-site Improvement Requirements up to the greatest of either: a. 5% of Remodel Valuation ⁽³⁾ b. 5% of the change to the building valuation based on the ICC Building Valuation. Fee In-lieu available pursuant to Section 2.22.040.C.
Exceptions	Change of use to: a. Live/work occupancy for up to 10 dwelling units; b. Work/live use for buildings less than 30,000 square feet (2787 m ²)	None required
Remodel/Alterations		
Large	Remodel Valuation 50% or greater than ICC Building Valuation	Off-site Improvement Requirements up to approximately 10% of Remodel Valuation ⁽³⁾ Fee In-lieu available pursuant to Section 2.22.040.C.
Small	Remodel Valuation greater than 10% but less than 50% of ICC Building Valuation	Off-site Improvement Requirements up to approximately 5% of Remodel Valuation ⁽³⁾ Fee In-lieu available pursuant to Section 2.22.040.C.
Exception	Remodel Valuation less than 10% of ICC Building Valuation	Off-site improvements may be required at the discretion of the Director of Planning and Development Services.
Exception	Water or Fire Damages repairs that are valued at less than 50% of the ICC Building Valuation	None required

- (1) Limits listed are approximate, and the Director of Planning and Development Services, or designee, may impose additional requirements as needed to protect the health, safety, and general welfare of the public.
- (2) Costs for utility construction or relocation and safety mitigation measures shall not be included in the owner's/developer's percentage of off-site improvement requirements. Off-site improvement requirements contributing to the percentage shall include, but not be limited to: street paving, concrete curbs and gutters, asphalt wedge curb, sidewalks, driveways, and curb ramps.
- (3) The Remodel Valuation limit shall be defined as the estimated construction cost of the project submitted by the contractor or owner at time of permit submittal as a percentage of the most recent version of the International Code Council Building Valuation Data. The estimate shall detail all major cost elements of the project. The remodel valuation limit shall not apply to projects that have requirements imposed by a SEPA, Conditional Use Permit, or other conditioning document.
- (4) Determination of the off-site improvement cost maximum limitation shall be for the finished construction costs not including soft costs (Permitting, Engineering, Inspection, etc.).

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CHAPTER 3.02 FIRE PREVENTION CODE

Sections:

- 3.02.010 Adoption of the International Fire Code, as Amended.
- 3.02.020 General Amendments.
- 3.02.025 Amendment to IFC Subsection 101.1 – Title.
- 3.02.030 Amendment to IFC Subsection 101.2 – Scope.
- 3.02.040 Amendment to IFC Subsection 102.7 – Referenced codes and standards.
- 3.02.050 Amendment to IFC Section 102 – Applicability, by addition of a new Subsection 102.13 – Delayed Enforcement.
- 3.02.100 Amendment to IFC Subsection ~~105.6.23~~105.5.25 – Hot work operations by addition of paragraphs 7 and 8.
- 3.02.110 Amendment to IFC Subsection ~~105.6.46~~105.5.48 – Storage of Tires, Scrap Tires and Tire Byproducts.
- 3.02.120 Amendment to IFC Subsection ~~105.6~~105.5 by addition of a new Subsection ~~105.6.51~~105.5.53 – Marine terminal.
- 3.02.130 Amendment to IFC Section ~~109~~111 – Board Means of Appeals.
- 3.02.140 Amendment to IFC Section ~~110~~112 – Violations.
- 3.02.150 Amendment to IFC Section ~~111~~114 by revision of the title to Unsafe Buildings, Premises, Motor Vehicles, ~~and~~ Marine Vessels, and Equipment.
- 3.02.160 Amendment to IFC Subsection ~~111.1~~114.1 – General.
- 3.02.170 Amendment to IFC Subsection ~~111.2~~114.2 – Evacuation.
- 3.02.180 Amendment to IFC Subsection ~~106.2~~107.2 – Schedule of permit fees.
- 3.02.190 Amendment to IFC Subsection 403.1 – General.
- 3.02.200 Amendment to IFC Section 404 – Fire Safety ~~and~~ Evacuation, and Lockdown Plans, by changing title to Fire Safety, Evacuation, Lockdown, and Earthquake Emergency Plans, ~~and~~ addition of a new Subsection ~~404.4~~404.2.4 – Earthquake Emergency Plans, and amendment to Sections 404.3, 404.4, and 404.4.1. Remaining sections in the State Amendment are renumbered sequentially.
- 3.02.210 Amendment to IFC Subsection 503.1 – Fire Apparatus Access Roads.
- 3.02.215 Adoption of IFC Subsections 503.1.1 Buildings and Facilities through 503.4.1 Traffic Calming Devices – Fire Apparatus Access Roads.
- 3.02.220 Amendment to IFC Section 505 – Premises Identification, by addition of a new Subsection 505.3 – Room identification and directional signs.
- 3.02.240 Amendment to IFC Subsection 901.6.3 – Records.
- 3.02.250 Amendment to IFC Subsection 903.3 – Installation Requirements, by addition of two new Subsections, 903.3.9 – Sprinkler System Control Valves and 903.3.10 – Signage.
- 3.02.260 *Repealed.*
- 3.02.275 Amendment to IFC Section 907 – Fire Alarm and Detection Systems, by addition of new Subsection 907.12 – Exterior Annunciation.
- 3.02.290 Amendment to IFC Section 907 – Fire Alarm and Detection Systems, by addition of a new Subsection 907.13 – Signage.
- 3.02.310 *Repealed.*
- 3.02.320 Amendment to IFC Subsection 1103.6.1 – Existing multiple-story buildings.
- 3.02.330 *Repealed.*
- 3.02.350 Amendment to IFC Subsection 1104.16.5 – Addition of Subsections 1104.16.5.2 Inspections and Testing and 1104.16.5.3 Records.
- 3.02.370 Amendment to IFC Subsection 3504.2.6 – Fire Extinguisher.
- 3.02.380 Amendment to IFC Subsection 3601.1 – Scope.
- 3.02.385 Amendment to IFC Subsection 5704.2.9.6.1 – Locations where above-ground tanks are prohibited.
- 3.02.390 Amendment to IFC Subsection 5704.3.4 by addition of new Subsection 5704.3.4.5 – Liquids for demonstration, treatment and laboratory work.
- 3.02.395 Amendment to IFC Subsection 5706.2.4.4 – Locations where above-ground tanks are prohibited.
- 3.02.400 Amendment to IFC Subsection 5706.5.4.5 – Commercial, industrial, governmental or manufacturing, by addition of item 26.
- 3.02.403 Amendment to IFC Subsection 5707.1 – General.
- 3.02.405 Amendment to IFC Subsection 5806.2 – Limitations.
- 3.02.410 Amendment to IFC Subsection 6101.3 – Construction Documents.
- 3.02.415 Amendment to IFC Subsection 6104.2 – Maximum capacity within established limits.

3.02.010 Adoption of the International Fire Code, as Amended.

The ~~2018-2021~~ edition of the International Fire Code (“IFC”), together with Appendices B, C, F, and H published by the International Code Council (“ICC”), including all amendments and revisions in the Washington State Fire Code, Washington Administrative Code (“WAC”) Title 51, Chapter 54A, effective ~~February 1, 2021~~ July 1, 2023, are hereby adopted by reference, pursuant to the provisions of RCW 35.21.180, as the official Fire Code of the City of Tacoma, such adoption by reference, however, to be subject to the modifications set forth in this chapter. The definitions set forth in Chapter 2 of the IFC, as amended by WAC 51-54A, shall be the definitions which apply in Tacoma Municipal Code (“TMC”) Chapter 3.02. In Section ~~108-111~~ of the IFC, the “Board of Appeals” shall mean the Board of Building Appeals, as created in TMC Chapter 2.17.

3.02.020 General Amendments.

The following numbered sections and numbered tables of the IFC and WAC 51-54A, adopted by reference in this chapter, are amended to read as hereinafter set forth and as so amended shall supersede that section, subsection, or table so numbered in the IFC and WAC 51-54A, and shall be part of the official Fire Code of the City of Tacoma. The sections, subsections, and tables amended, added, or deleted are as follows:

101.1	111.114	<u>503.4.1</u>	<u>3504.2.6</u>
101.2	111.114.1	<u>505.3</u>	<u>3601.1</u>
102.7	111.2114.2	<u>901.6.3</u>	5704.2.9.6.1
102.13	403.1	903.3.9	5704.3.4
105.6.23 <u>105.5.25</u>	404.4 <u>404.2.4</u>	903.3.10	5706.2.4.4
105.6.46 <u>105.5.48</u>	<u>404.3</u>	907.12	5706.5.4.5
105.6.51 <u>105.5.53</u>	<u>404.4</u>	907.13	5707.1
<u>107.2</u>	<u>404.4.1</u>	1103.6.1	5806.2
109 <u>111</u>	503.1	1103.7.6	6101.3
110 <u>112</u>	503.1.1	1104.16.5	6104.2
	503.4.1	3504.2.6	
	505.3	3601.1	
	901.6.3		

* * *

3.02.030 Amendment to IFC Subsection 101.2 – Scope.

101.2 Scope.

This code establishes regulations affecting or relating to structures, processes, premises, motor vehicles, marine vessels, and safeguards regarding:

1. The hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices.
2. Conditions hazardous to life, property, or public welfare in the occupancy of structures, motor vehicles, marine vessels, or premises.
3. Fire hazards in the structure or on the premises from occupancy or operation.
4. Matters related to the construction, extension, repair, alteration, or removal of fire ~~suppression or fire alarm~~ protection systems.
5. Conditions affecting the safety of fire fighters and emergency responders during emergency operations.

* * *

3.02.100 Amendment to IFC Subsection ~~105.6.23~~105.5.25 – Hot work operations by addition of paragraphs 7 and 8.

7. Conduct hot work on storage tanks, piping, and associated systems containing or previously containing flammable or combustible liquids or other hazardous materials that could present a fire or explosion hazard.

8. Conduct hot work on marine vessels.

3.02.110 Amendment to IFC Subsection ~~105.6.46~~[105.5.48](#) – Storage of Tires, Scrap Tires and Tire Byproducts.

~~105.6.46~~[105.5.48](#) Storage of Tires, Scrap Tires, and Tire Byproducts.

An operational permit is required to establish, conduct, or maintain storage of tires, scrap tires, or tire byproducts that exceeds 1,000 cubic feet of total volume of scrap tires and for indoor storage of tires, scrap tires, and tire byproducts.

3.02.120 Amendment to IFC Subsection ~~105.6~~[105.5](#) by addition of a new Subsection ~~105.6.51~~[105.5.3](#) – Marine terminal.

~~105.6.51~~[105.5.3](#) Marine terminal.

An annual operational permit is required to handle or temporarily locate containers, tanks, or cylinders of hazardous materials at marine terminals. A special operations permit is required for any hazardous materials outside the scope of the annual operations permit.

3.02.130 Amendment to IFC Section ~~109-111~~ – ~~Board~~[Means](#) of Appeals.

~~109.1~~[111.1](#) The Board of Building Appeals.

The Board of Building Appeals, as created by TMC Chapter 2.17, is the properly designated Board of Appeals for this code. The Board of Building Appeals, within the authority granted it by TMC Chapter 2.17, shall:

Hear and decide properly filed appeals of orders, decisions, or determinations made by the fire chief or duly authorized representatives relative to the application and interpretation of this code.

~~109.2~~[111.2](#) Limitations of Authority.

An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The Board of Building Appeals shall not be empowered to waive requirements of this code or to grant variances unless specifically granted in TMC Chapter 2.17.

~~109.3~~[111.3](#) Qualifications.

The Board of Building Appeals shall consist of members who are qualified as specified in TMC Chapter 2.17.

3.02.140 Amendment to IFC Section ~~110-112~~ – Violations, by replacing this section as published in the IFC in its entirety with the following.

~~110.1~~[112.1](#) Unlawful acts.

It shall be unlawful for any person, firm, corporation, or other legal entity to erect, construct, alter, extend, repair, move, remove, demolish, utilize or occupy a building, occupancy, structure, vehicle, marine vessel, premises, equipment or system regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

~~110.2~~[112.2](#) Owner/occupant responsibility/person causing the violation.

Correction and abatement of violations of this code shall be the responsibility of the owner, the owner's authorized agent, or person causing the violation. Where an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

~~110.3~~[112.3](#) Notice of violation.

Where the fire code official finds a building, premises, structure, storage facility, outdoor area, vehicle or marine vessel that is in violation of this code, the fire code official may issue a written notice of violation describing the conditions deemed hazardous or unsafe and, where compliance is not immediate, specifying a time for reinspection.

~~110.3.1~~[112.3.1](#) Service.

A notice of violation issued pursuant to this code shall be served upon the owner, the owner's authorized agent, operator, occupant, or other person responsible for the condition or violation, either by personal service, mail or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place at or near the entrance to such premises and the notice of violation shall be mailed by certified mail with return receipt requested or certificate of mailing, to the last known

address of the owner, the owner's authorized agent, or occupant. The notice of violation served shall provide the information, if available, required in sections ~~109.3.1.1~~[112.3.1.1](#) through ~~109.3.1.5~~[112.3.1.5](#).

~~110.3.1.1~~[112.3.1.1](#) The address of the site or premises or a detailed description of the location along with the specific details of the conditions to be corrected;

~~110.3.1.2~~[112.3.1.2](#) A specified timeframe or deadline to correct the violations;

~~110.3.1.3~~[112.3.1.3](#) The violation penalties that may be imposed if the violations are not corrected within the timeframe or deadline indicated on the notice of violation;

~~110.3.1.4~~[112.3.1.4](#) The procedure that may be implemented if civil penalties in excess of \$1,000 are assessed in connection with the notice of violation; and

~~110.3.1.5~~[112.3.1.5](#) The issuance date of the notice of violation along with the name, address, and telephone number of the person issuing the notice of violation.

~~110.3.2~~[112.3.2](#) Compliance with orders and notices.

A notice of violation issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant, or other person responsible for the condition or violation to which the notice of violation pertains.

~~110.3.3~~[112.3.3](#) Abatement of violations.

If a notice of violation is not complied with promptly or within the timeframe required, the fire code official may request the City to institute the appropriate legal proceedings at law or in equity to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant hereto.

~~110.3.4~~[112.3.4](#) Unauthorized tampering.

Signs, tags, or seals posted or affixed by the fire code official shall not be mutilated, destroyed, or tampered with, or removed, without authorization from the fire code official.

~~110.4~~[112.4](#) Violation Penalties.

An owner, occupant, or person causing the violation who does not comply with the notice of violation within the specified period of time, the fire code official may issue a second notice of violation and may issue a civil penalty of \$250. The monetary penalties for violations shall be as follows:

~~110.4.1~~[112.4.1](#) First and subsequent civil penalties \$250;

~~110.4.2~~[112.4.2](#) Each day that a property or person is not in compliance with the provisions of this code may constitute a separate violation.

~~110.4.3~~[112.4.3](#) Penalties shall be billed to the property owner or, if appropriate, to the person, firm, corporation, legal entity or permit holder issued the notice of violation. Penalties unpaid after 60 calendar days may be collected in any lawful means, including but not limited to, referral to a collection agency.

~~110.4.4~~[112.4.4](#) Abatement of violation. In addition to the imposition of penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

~~110.5~~[112.5](#) Administrative Reviews by the Fire Code Official.

~~110.5.1~~[112.5.1](#) General.

An owner, occupant, or person causing the violation to whom a notice of violation or a civil penalty has been issued relative to the notice of violation of this code, may request an administrative review of the violations cited in the issued notice of violation or for the civil penalties assessed pursuant to enforcement.

~~110.5.2~~[112.5.2](#) Request of Administrative Review.

An owner, or occupant, or person causing the violation may request an administrative review of the violations cited in the notice of violation or of a civil penalty assessed by filing a written request with the fire code official, sent to the attention of the contact listed within the notice of violation within seven (7) calendar days of the notification date of violations or the date a civil penalty is assessed. The request shall state, in writing, the reasons the fire code official should consider the violations cited in the notice of violation as not being violations of this code or TMC Title 3, or why the fire code official should negate

or reduce the civil penalty. Upon receipt of the request for administrative review, the fire code official shall review the information provided.

~~110.5.3~~ [112.5.3](#) Decision of Fire Code Official.

After considering all of the information provided, the fire code official shall determine whether a violation has occurred, and shall affirm, vacate, suspend, or modify the notice of violation or the amount of any monetary penalty assessed. The decision of the fire code official shall be delivered in writing to the appellant by first class mail. If the administrative review is for the violation, the decision of the fire code official shall include an official interpretation of the relevant code sections for which the notice of violation was issued.

~~110.5.4~~ [112.5.4](#) Appeals of the Administrative Review by the Fire Code Official.

The official interpretation of the code provisions, cited as being the basis for the notice of violation issued, made in the administrative review decision by the fire code official may be appealed directly to the Board of Building Appeals, in accordance with the provisions this code. Said appeal shall be filed with the City Clerk within seven (7) calendar days of receipt of the decision of fire code official.

~~110.6~~ [112.6](#) Alternate Criminal Penalty.

Any person, firm, corporation or other legal entity who violates or fails to comply with any of the provisions referenced in this code and TMC Title 3 may be guilty of a misdemeanor and, upon conviction thereof, may be subject to a fine in an amount not exceeding \$1,000.00, or subject to imprisonment in jail of not more than 180 days, or both a fine and imprisonment. Each day a person, firm, corporation or other legal entity violates or fails to comply with a provision of this code and TMC Title 3 may be considered a separate violation.

3.02.150 Amendment to IFC Section ~~111~~ [114](#) by revision of the title to Unsafe Buildings, Premises, Motor Vehicles, ~~and~~ Marine Vessels, and Equipment.

3.02.160 Amendment to IFC Subsection ~~111~~ [114.1](#) – General.

~~111~~ [114.1](#) General.

If a premises, a building or structure, or any building system, motor vehicle, ~~or~~ marine vessel, or equipment, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the fire code official shall be authorized to issue such notices or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section, and shall be authorized to refer any unsafe building to the building department for any repairs, alterations, remodeling, removing or demolition as required.

3.02.170 Amendment to IFC Subsection ~~111.2~~ [114.2](#) – Evacuation.

~~111.2~~ [114.2](#) Evacuation.

The fire code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied premises, building, motor vehicle, ~~or~~ marine vessel, or equipment deemed unsafe when the hazardous conditions of such premises, building, motor vehicle, ~~or~~ marine vessel, or equipment present imminent danger to occupants. Persons so notified shall immediately leave the building, structure, premises, motor vehicle, ~~or~~ marine vessel, or equipment and shall not enter or re-enter until authorized to do so by the fire code official or the fire department official in charge of the incident.

3.02.180 Amendment to IFC Subsection ~~106.2~~ [107.2](#) – Schedule of permit fees.

~~106.2~~ [107.2](#) Schedule of permit fees.

A fee for each permit shall be paid in accordance with requirements established in TMC Chapter 3.09.

3.02.190 Amendment to IFC Subsection 403.1 – General.

403.1 General.

In addition to the requirements of Section 401, occupancies, uses and outdoor locations shall comply with the emergency preparedness requirements set forth in Sections 403.2 through ~~403.12.3.3~~ [403.11.3.3](#). Where a fire safety and evacuation plan is required by Sections 403.2 through ~~403.11.5~~ [403.10.5](#), evacuation drills shall be in accordance with Section 405 and employee training shall be in accordance with Section 406. Where a fire safety and evacuation plan is required by Sections 403.2 through ~~403.11.5~~ [403.10.5](#) an earthquake emergency plan shall also be required in accordance with Section ~~404.4~~ [404.5](#).

3.02.200 Amendment to IFC Section 404 – Fire Safety ~~and~~, Evacuation, and Lockdown Plans, by changing title to Fire Safety, and Emergency Evacuation, Lockdown, and Earthquake Emergency Plans, ~~and~~ addition of a new Subsection 404.4~~404.2.4. Remaining sections in the State Amendment are to be renumbered sequentially.~~ and amendment to Sections 404.3, 404.4, and 404.4.1.

~~404.4~~404.2.4 Earthquake Emergency Plans.

An earthquake safety plan shall include the following:

1. A method of instructing employees and occupants in the meaning execution of “Drop, Cover and Hold,” which is the correct action to take during an earthquake to avoid injury, shall be identified.
2. A person or team shall be designated to assess the condition of the building after an earthquake, to determine if an evacuation is necessary or recommended. This decision shall be based upon structural integrity of the building, the condition of evacuation routes and assessment of hazards that occupants might encounter as they leave the building.
3. A method of instructing employees and occupants as to the hazards they may encounter on the building exterior as a result of an earthquake shall be identified.
4. The preferred and any alternative means of evacuation and of the communication of this decision to the employees and occupants of the building shall be identified.
5. Primary and secondary evacuation routes shall be identified from all areas of the building.
6. A location a safe distance from any buildings shall be designated as the meeting area for building employees and occupants.
7. A method of accounting for all persons shall be established in the plan.

404.3 Maintenance.

Fire safety, evacuation, lockdown, and earthquake emergency plans shall be reviewed or updated annually or as necessitated by changes in staff assignments, occupancy or the physical arrangement of the building.

404.4 Availability.

Fire safety, evacuation, lockdown, and earthquake emergency plans shall be available in the workplace for reference and review by employees, and copies shall be furnished to the fire code official for review on request.

404.4.1 Distribution.

The fire safety, evacuation, lockdown, and earthquake emergency plans shall be distributed to the tenants and building service employees by the owner or owner’s agent. Tenants shall distribute to their employees applicable parts of the fire safety, lockdown, and earthquake emergency plan affecting the employees’ actions in the event of a fire or other emergency.

* * *

3.02.403 Amendment to IFC Subsection 5707.1 – General.

5701.1 General.

On-demand mobile fueling operations that dispense Class I, II and III liquids into the fuel tanks of motor vehicles shall comply with Sections 5707.1 through 5707.6.3 and TMC 3.10.

Exception: Fueling from an approved portable container in cases of an emergency or for personal use.

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ORDINANCE NO. 28958

1 AN ORDINANCE regarding groundwater protections: approving a six-month
2 extension of Ordinance No. 28872, which enacted interim land use
3 regulations within the South Tacoma Groundwater Protection District
4 (“STGPD”) to temporarily prohibit the establishment of new or the
5 expansion of existing underground storage tanks, metal recycling, and
6 auto wrecking facilities within the STGPD as approved by the City
7 Council on March 7, 2023.

8 WHEREAS in March 2021, the South Tacoma Neighborhood Council
9 (“STNC”) submitted an application to the Planning Commission (“Commission”) for
10 consideration during the 2022 Annual Amendment process, and
11

12 WHEREAS the Commission conducted an assessment of STNC’s
13 application, pursuant to Tacoma Municipal Code (“TMC”) 13.02.070.E, considered
14 public comments received through a public scoping hearing in June 2021, and
15 made a determination in July 2021 to move the application forward for technical
16 analysis following a two-phased approach:

17 (1) Phase 1 – South Tacoma Groundwater Protection District (“STGPD”)
18 Code Amendments: Update TMC 13.06.070.D pertaining to STGPD, to be done in
19 the future 2023 Amendment Cycle, with creation of a work plan to occur during the
20 2022 Amendment Cycle, developed in collaboration with the City’s Environmental
21 Services Department, Tacoma Public Utilities – Tacoma Water, and the Tacoma-
22 Pierce County Health Department (“TPCHD”); and

23 (2) Phase 2 – Creation of an Economic Green Zone (“EGZ”): Evaluate
24 the establishment of an EGZ to attract green industry to the City’s
25 manufacturing/industrial centers, taking into account the recently adopted 2030
26 Climate Action Plan and Climate Adaptation Strategy (Resolution No. 40878,



1 November 30, 2021), pending the commitment of budget and staff resources by the
2 City Council, and

3 WHEREAS upon completing technical analyses and factoring in public
4 comments, the Commission forwarded its recommendations to the City Council in
5 May 2022, and
6

7 WHEREAS with respect to the STNC's application, the Commission
8 recommended that the City Council:

- 9 (1) Approve the work plan for STGPD code amendments; and
10
11 (2) Consider the merits of a moratorium on future development projects,
12 given that significant permit activity and development during the phased process
13 could preempt the broader planning efforts, and

14 WHEREAS on June 28, 2022, the City Council adopted Amended Substitute
15 Resolution No. 40985, approving the work plan for the STGPD code amendments,
16 and directed the Commission to conduct a public process to develop findings of fact
17 and recommendations as to whether a moratorium on heavy industrial uses and
18 storage of hazardous materials within the STGPD is warranted, and if so, to
19 recommend the scope, applicability, and duration for City Council consideration
20 within 60 days of the effective date of this resolution, and
21

22 WHEREAS the Commission completed its review and deliberations of the
23 matter through a public process and forwarded to the City Council the
24 Commission's Findings of Fact and Recommendations Report on Consideration for
25
26



1 a Moratorium within the STGPD, along with a letter of recommendations, both
2 dated August 17, 2022, and

3 WHEREAS the Commission concluded that a broad moratorium could result
4 in detrimental, inequitable and/or disproportionate impacts to diverse businesses
5 and uses that are of various types, purposes, characteristics, operations and
6 maintenance needs, and risks to the environment, and recommended instead that a
7 targeted moratorium was warranted for the following uses within the STGPD:
8 underground storage tanks; metal recycling/auto wrecking; vehicle service and
9 repair; and vehicle service and repair – industrial, and

10
11
12 WHEREAS staff presented the Commission’s recommendations to the City
13 Council at a study session on September 20, 2022, and in response, the City
14 Council referred the recommendations to the Infrastructure, Planning, and
15 Sustainability Committee (“Committee”) for further consideration, and

16
17 WHEREAS following that referral, on November 30, 2022, the Committee
18 forwarded an amended moratorium proposal to the City Council:

19 (1) Use Categories: The Committee did not find sufficient risk to
20 groundwater resources from the establishment or expansion of vehicle service and
21 repair or industrial vehicle service and repair uses to warrant a moratorium,
22 therefore, the moratorium should apply only to metal recycling/auto wrecking and
23 underground storage tanks; and

24
25 (2) Existing Uses: The Committee found that a moratorium that is too
26 restrictive on the expansion of existing uses could have the counter effect of



1 prohibiting improvements that provide environmental benefit or reduce the risks and
2 impacts of existing uses, therefore, the moratorium should allow for reasonable
3 facility and site development that improves environmental outcomes while avoiding
4 the introduction of new risks to the City's groundwater resources, and
5

6 WHEREAS on March 7, 2023, following a public hearing and substantial
7 public input, the City Council adopted Ordinance No. 28872, enacting a moratorium
8 within the STGPD as recommended by the Committee, and
9

10 WHEREAS the moratorium in Ordinance No. 28872 became effective
11 March 20, 2023, and was enacted for an initial period of up to one year, to expire on
12 March 20, 2024, and applied to the following uses: underground storage tanks; and
13 metal recycling/auto wrecking, and
14

15 WHEREAS following the adoption of the moratorium and in response to the
16 public comments received during the moratorium process, the Commission
17 recommended at its December 20, 2023, meeting, that the work plan be updated to
18 adopt a more comprehensive approach that considers both existing and upcoming
19 activities linked to the STGPD code update, and
20

21 WHEREAS the Commission affirmed an updated timeline to complete the
22 South Tacoma Groundwater Protection District code review concurrent with the
23 One Tacoma update, scheduled to be completed by mid-2025, and
24

25 WHEREAS the initial moratorium was intended to be in effect for the duration
26 of the South Tacoma Groundwater Protection District code review and amendment
process, and



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WHEREAS staff is therefore asking for an extension of the current moratorium to continue prohibiting the establishment of new or the expansion of existing underground storage tanks, metal recycling, and auto wrecking facilities within the STGPD, while allowing the current level of these uses and activities to be maintained for another six months; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That the City Council hereby adopts the Recitals of this Ordinance as its formal legislative findings.

Section 2. That a six-month extension of Ordinance No. 28872, which enacted interim land use regulations within the South Tacoma Groundwater Protection District ("STGPD") to temporarily prohibit the establishment of new or the expansion of existing underground storage tanks, metal recycling, and auto wrecking facilities within the STGPD as approved by the City Council on March 7, 2023, is hereby approved.



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Section 3. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney