



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19713

**Proposed No.** 2023-0053.2

**Sponsors** McDermott and Zahilay

1           AN ORDINANCE related to the King County International  
2           Airport/Boeing Field roundtable; amending Ordinance  
3           12785, Section 1, as amended, and K.C.C. 15.94.010 and  
4           Ordinance 12785, Section 3, as amended, and K.C.C.  
5           15.94.030 and Ordinance 12785, Section 5, as amended,  
6           and K.C.C. 15.94.050, and adding a new section to K.C.C.  
7           15.08.

8           **PREAMBLE:**

9           King County International Airport ("the airport") was established when  
10          voters approved its initial funding in 1928.

11          The airport sits within the Duwamish valley and runs parallel to the  
12          Duwamish river. It is located mostly within the city of Seattle with the  
13          northern boundary just south of Seattle's Georgetown neighborhood and  
14          the airport's southern tip extending into the city of Tukwila.

15          The majority of residents in communities adjacent to the airport are people  
16          of color and people with low incomes. Of the 5,600 residents who live in  
17          South Park and Georgetown, 70 percent are people of color, 42 percent are  
18          foreign-born and 71 percent have an income 200 percent below the federal  
19          poverty line.

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20 There are 12 playgrounds and playfields, 21 parks, 31 schools and 61  
21 places of worship within two miles of the airport.

22 The 2013 Cumulative Health Impacts Analysis published by Just Health  
23 Action and the Duwamish River Cleanup Coalition/Technical Advisory  
24 Group characterizes the disproportionate exposure to air pollution, lack of  
25 greenspace, and high poverty rates contributing to life expectancy in South  
26 Park and Georgetown that is 13 years lower than wealthier communities in  
27 Seattle.

28 Residents of communities affected by the airport operations and business  
29 interests dependent on the airport have repeatedly expressed concerns  
30 about airport noise and environmental health impacts.

31 King County is committed to creating economic opportunity for all,  
32 stewarding our environment responsibly, partnering with communities,  
33 centering equity and social justice and being transparent and accountable.

34 King County has historic involvement in the Duwamish valley through the  
35 superfund cleanup and remediation as part of the Lower Duwamish  
36 Waterway Group along with the city of Seattle, Port of Seattle, and  
37 Boeing. The Lower Duwamish Waterway Group has collectively invested  
38 approximately 50,000,000 dollars in investigating contamination in the  
39 lower Duwamish waterway, developed approaches for cleanup of the  
40 waterway, and means to prevent recontamination through source control.

41 On October 20, 2010, Ordinance 16948, also referred to as the "Equity and  
42 Social Justice Ordinance," was enacted, establishing equity and social

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43 justice from an initiative to an integrated effort that intentionally applies  
44 the countywide strategic plan's principle of "fair and just" in all the county  
45 does in order to achieve equitable opportunities for all people and  
46 communities.

47 On July 24, 2020, with Motion 15655, the King County council declared  
48 racism a public health crisis and affirmed its commitment to maintain and  
49 incorporate into its work a public health approach to addressing  
50 institutional and systemic racism across King County government, and to  
51 rectify historic and current day trauma and disproportionality. The council  
52 also recognized that eliminating racist policies and practices and the  
53 conditions that result in disparate access to resources and opportunities  
54 based on race requires engaging and being responsive to communities and  
55 residents impacted by racism, especially Black and Indigenous  
56 communities, as partners in identifying and implementing antiracist  
57 solutions, policies, and practices. The council committed to using its  
58 authority to enact antiracist policies and practices that will meet human  
59 needs, promote healthy and strong communities, reduce structural  
60 inequities and advance equity and justice by eliminating policies and  
61 practices designed to oppress marginalized people.

62 On May 4, 2021, with Motion 15866, the King County council recognized  
63 that the impacts of a changing climate do not affect all King County  
64 residents in the same way. Climate change is a threat multiplier and its  
65 impacts can magnify existing health issues and limited access to resources

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66 that are already experienced disproportionately by Black, Indigenous and  
67 People of Color.

68 Consistent with its equity and social justice strategic plan and commitment  
69 to environmental justice called for in Ordinance 19041, King County is  
70 committed to strengthening engagement with communities facing the  
71 greatest impacts from climate change and create opportunities for shared  
72 leadership and decision-making to develop solutions and prioritize  
73 investments. The airport served as Seattle's passenger airport until it was  
74 condemned by the United States in 1941 and dedicated to aircraft  
75 production during World War II. The United States transferred the airport  
76 back to the county in 1948 through an Instrument of Transfer, which  
77 contained certain obligations and restrictions regarding the use of the  
78 airport real property.

79 The airport is one of the nation's busiest primary nonhub airports. The  
80 airport averages 180,000 takeoffs and landings each year, with an  
81 economic impact of over 5,000,000,000 dollars in our regional economy  
82 through labor income, business revenues and value added to the gross state  
83 and regional product.

84 As the sponsoring agency for the airport, the county has sought grant  
85 funding from the Federal Aviation Administration for, among other things,  
86 capital projects and planning. In consideration of the receipt of federal  
87 grant funding, the county assumed certain contractual obligations known  
88 as grant assurances. The grant assurances require the county to adhere to

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89 federal regulations, administered by the Federal Aviation Administration,  
90 in operating the airport. Those regulations include restrictions on the use  
91 of airport revenue.

92 The King County council believes it is imperative to understand the role  
93 that the airport plays in the region and how airport operations impact  
94 airport-adjacent communities. The county council is committed to  
95 working with airport-adjacent communities to address these impacts.

96 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

97 NEW SECTION. SECTION 1. There is hereby added to K.C.C. chapter 15.08 a  
98 new section to read as follows:

99 "Federal obligations" means federal statutes and regulations pertaining to the  
100 ownership and operation of the airport, grant agreements between the county and the  
101 Federal Aviation Administration, including, but not limited to, the Airport Improvement  
102 Program as authorized by the Airport and Airway Improvement Act of 1982, as amended,  
103 codified as 49 U.S.C. Sec. 47101 et seq, as amended, and the terms, conditions,  
104 reservations, and restrictions prescribed in the Instrument of Transfer, dated May 26,  
105 1948, between the United States of America and King County, as authorized by the  
106 Surplus Property Act of 1944 (58 Stat.765), codified as 49 U.S.C. Secs. 47151-47153, as  
107 amended.

108 SECTION 2. Ordinance 12785, Section 1, as amended, and K.C.C. 15.94.010 are  
109 hereby amended to read as follows:

110 The King County Airport roundtable ((~~is~~), which, for the purposes of this chapter,  
111 is also known as "the roundtable"((~~is~~)), is hereby established. It shall be comprised of

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112 ((~~sixteen~~)) eighteen regular voting members representing the following interests:  
113 ((~~eight~~)) ten representatives of communities directly affected by the airport, including one  
114 each from Georgetown, Magnolia or North Seattle, Tukwila, Renton/Kent/South King  
115 County, ((~~Beacon Hill/Rainier Valley~~)) Beacon Hill, Rainier Valley, West Seattle,  
116 unincorporated King County, South Park, and one at-large; four airport tenant  
117 representatives, one each from a cargo operator or scheduled air carrier, small general  
118 aviation and corporate tenants, and one from Boeing; one representative from a pilots'  
119 association; one representative from a commercial enterprise ((~~which~~)) that is an off-site  
120 user or an off-site provider of airport-related services; and two labor representatives. In  
121 addition, the Federal Aviation Administration may designate one ex officio nonvoting  
122 member.

123 SECTION 3. Ordinance 12785, Section 3, as amended, and K.C.C. 15.94.030 are  
124 hereby amended to read as follows:

125 A. Except for the five members representing Georgetown, Tukwila, Beacon Hill,  
126 Rainier Valley, and South Park, ((~~R~~))regular members, as defined in K.C.C. 15.94.010,  
127 shall be appointed by the county executive subject to confirmation by the county council  
128 by motion. The executive may appoint nonvoting ex officio members who shall serve at  
129 the executive's discretion.

130 B. The five members representing Georgetown, Tukwila, Beacon Hill, Rainier  
131 Valley, and South Park shall be nominated for appointment by the executive in  
132 consultation with the elected representative or representatives of the community's  
133 respective county council district or districts and approved by motion of the county  
134 council and may be reappointed by the executive in consultation with the elected

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135 representative or representatives of the community's respective county council district or  
136 districts to serve up to two full consecutive terms, subject to confirmation by the council  
137 by motion.

138 C. Except as otherwise provided in subsection ~~((C.))~~ B. of this section, members  
139 may be reappointed by the executive to serve up to two full consecutive terms, subject to  
140 confirmation by the council by motion.

141 ~~((C.))~~ D. Representatives of Boeing and labor are exempt from term limits.

142 ~~((D.))~~ E. Members shall serve a term of three years or until their successor is  
143 appointed and confirmed as provided in this chapter. The terms of office shall be  
144 staggered consistent with K.C.C. chapter 2.28.

145 ~~((E.))~~ F. A vacancy shall be filled for the remainder of the term of the vacant  
146 position in the manner described in the initial appointment.

147 ~~((F.))~~ G. A majority of the committee shall elect one of its members as chair.  
148 The term of the chair shall be for one year and the chair shall not serve more than two  
149 consecutive terms as chair.

150 SECTION 4. Ordinance 12785, Section 5, as amended, and K.C.C. 15.94.050 are  
151 hereby amended to read as follows:

152 ~~((Members of the roundtable shall serve without compensation))~~ In accordance  
153 with K.C.C. 2.28.006, members of the roundtable who are neither employees of King  
154 County nor employees of other municipal governments may receive per diem  
155 compensation. The purpose is to compensate community members for contributing their

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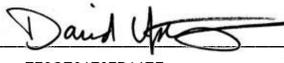
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156 experience and expertise to the roundtable. Payment of compensation shall comply with  
157 federal obligations.

Ordinance 19713 was introduced on 2/7/2023 and passed by the Metropolitan King County Council on 12/5/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
  
E76CE01F07B14EF...  
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:  
  
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Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 12/18/2023, \_\_\_\_\_.

DocuSigned by:  
  
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Dow Constantine, County Executive

**Attachments:** None

**Certificate Of Completion**

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AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Cherie Camp
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	401 5TH AVE
	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

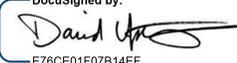
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**Signer Events**

Dave Upthegrove  
dave.upthegrove@kingcounty.gov  
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Melani Hay  
melani.hay@kingcounty.gov  
Clerk of the Council  
King County Council  
Security Level: Email, Account Authentication (None)

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Dow Constantine  
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King County Executive  
Security Level: Email, Account Authentication (None)

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Kaitlyn Wiggins kwwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 12/8/2023 11:51:10 AM Viewed: 12/8/2023 12:42:57 PM
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Completed	Security Checked	12/18/2023 3:15:14 PM

Payment Events	Status	Timestamps
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- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.