



# City of SeaTac

## Council Study Session Agenda

March 24, 2015  
4:30 PM

City Hall  
Council Chambers

### CALL TO ORDER:

**PUBLIC COMMENTS (related to the agenda items listed below):** (Speakers must sign up prior to the meeting. Public Comments shall be limited to a total of ten minutes with individual comments limited to three minutes and a representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. However, the Mayor or designee may reduce equally the amount of time each speaker may comment so that the total public comment time does not exceed ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

**1. Agenda Bill #3681; A Resolution expressing City Council support or opposition for King County Proposition No. 1 - Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project, to be presented to the electorate on April 28, 2015 (total time: 30 minutes / presentation time: 20 minutes)**

By: Senior Assistant City Attorney Mark Johnsen / King County PSERN Project Communications Manager Karla Clark

**PUBLIC COMMENTS (related to Agenda Bill #3681):** RCW 42.17A.555 requires that proponents and opponents of the ballot proposition are afforded an approximately equal opportunity for the expression of viewpoints. Therefore, all proponents of the ballot measure will be allocated a maximum of 10 minutes collectively, and all opponents of the ballot measure will be allocated a maximum of 10 minutes collectively. Members of the public are encouraged to communicate with each other prior to comment, so that these time limits can be observed. Speakers must sign up prior to the meeting. Comments related to PSERN will only be taken at this time.

**2. Agenda Bill #3653; A Motion authorizing the City Manager to execute utility agreements for work associated with the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project (total time: 10 minutes / presentation time: 5 minutes)**

By: Assistant City Engineer Florendo Cabudol

**3. Agenda Bill #3680; An Ordinance amending Chapter 11.30 of the SeaTac Municipal Code (SMC) related to Commute Trip Reduction (CTR), and adopting the City of SeaTac Commute Trip Reduction Plan Update (total time: 10 minutes / presentation time: 5 minutes)**

By: Public Works Director Tom Gut / Public Works Administrative Assistant Karen Spencer

### 4. PRESENTATIONS – COUNCIL DIRECTION:

● **Discussion of Town Hall (total time: 15 minutes / presentation time: 5 minutes)**

By: Mayor Mia Gregerson

### ADJOURN:



# City of SeaTac

## Regular Council Meeting Agenda

March 24, 2015  
6:30 PM

City Hall  
Council Chambers

**CALL TO ORDER:**

**ROLL CALL:**

**FLAG SALUTE:**

**PUBLIC COMMENTS:** (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

**4. PRESENTATIONS:**

● **CPR Save Recognition** (*total time: 10 minutes*)

By: Kent Fire Department Regional Fire Authority Chief Jim Schneider or Deputy Chief Brian Wiwel

● **AWC Center for Quality Communities Scholarship Applicant** (*total time: 5 minutes*)

By: Councilmember Kathryn Campbell / Applicant Mary Junnyleth Peña

● **Southwest Youth and Family Services/New Futures** (*total time: 5 minutes*)

By: Executive Director Steve Daschle

● **Sustainable Airport Master Plan** (*total time: 45 minutes / presentation time: 30 minutes*)

By: Aviation Planning and Environmental Services Director Elizabeth Leavitt / Aviation Community Partnerships Director Linda Stewart

**PUBLIC COMMENTS (related to the Sustainable Airport Master Plan):** (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

● **Preparing for an Aging Population** (*total time: 30 minutes / presentation time: 15 minutes*)

By: Aging and Disability Services Director Maureen Linehan / Aging and Disability Services Advisory Council Chair Ava Frisinger

**5. CONSENT AGENDA:**

● **Approval of claims vouchers** (check no. 110283 – 110432) in the amount of \$2,875,983.35 for the period ended March 20, 2015.

● **Approval of payroll vouchers** (check nos. 52686 – 52702) in the amount of \$71,565.31 for the period ended March 15, 2015.

● **Approval of payroll electronic fund transfers** (check nos. 83933 - 84065) in the amount of \$326,525.14 for the period ended March 15, 2015.

● **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$51,979.06 for the period ended March 15, 2015.

● **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended March 19, 2015.

**Approval of Council Meeting Minutes:**

● **Council Retreat held February 22, 2014**

● **Regular Council Meeting held July 22, 2014**

● **Council Retreat held January 9, 2015**

● **Council Study Session held February 10, 2015**

● **Regular Council Meeting held February 10, 2015**

**5. CONSENT AGENDA (Continued):**

**Agenda Items reviewed at the March 12, 2015 Special Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3677; A Resolution sponsoring the Seattle Southside Regional Tourism Authority for membership in the Washington Employees Benefit Trust Program**

**PUBLIC COMMENTS (related to Action Items and Unfinished Business):** (Individual comments shall be limited to one minute and group comments shall be limited to two minutes.

**ACTION ITEM:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**CITY MANAGER'S COMMENTS:**

**COMMITTEE UPDATES:**

**COUNCIL COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURN:**

# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: Legal

Agenda Bill #: 3681

**TITLE:** A Resolution expressing City Council support or opposition for King County Proposition No. 1—Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project, to be presented to the electorate on April 28, 2015.

March 18, 2015	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>RCM 04/14/2015</u>
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	<u>CSS: 03/24/2015</u>
<b>Prepared By:</b>	<u>Mark S. Johnsen, Senior Assistant City Attorney</u>
<b>Director:</b>	<b>City Attorney:</b> <u>Mary Mianche Bartolo</u>
<b>Finance:</b> <u>N/A</u>	<b>BARS #:</b> <u>N/A</u>
<b>City Manager:</b> <u>Todd Cutts</u>	<b>Applicable Fund Name:</b> <u>N/A</u>

KA  
JM

**SUMMARY:** King County Proposition No. 1 will be presented to the electorate on April 28, 2015. The City Council may choose to pass a Resolution in support of or in opposition to King County Proposition No. 1, or the City Council may choose to take no action.

**DISCUSSION / ANALYSIS / ISSUES:** King County Proposition No. 1 is a property tax levy measure. The ballot title and description for the proposition is as follows:

King County Proposition No. 1—Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project.

The King County Council passed Ordinance 17993 concerning funding for a new, upgraded regional emergency radio network. This proposition would provide funding to replace the current aging emergency radio network used for dispatching and communicating with police, fire and other first responders. The proposition would fund capital and transition costs as defined in Ordinance 17993 and would authorize King County to levy an additional regular property tax of \$0.07 per \$1,000 of assessed valuation for nine years with collection beginning in 2016. The 2015 levy amount would be used to compute limitations under Chapter 84.55 RCW for the eight succeeding years. Should this proposition be approved?  
Yes [ ] No [ ];

If approved, this proposition would authorize a regular property tax levy in excess of the state levy limitation contained in RCW chapter 84.55. This type of tax levy increase is commonly known as a "levy lid lift" and requires simple majority approval. The proposed nine-year levy lid lift would provide revenues for the capital, transition and other costs associated with the Puget Sound Emergency Radio Network (PSERN) project (replacing and upgrading the County's aging public safety emergency radio network). The levy lid lift would be levied at a rate of not more than \$0.07 per \$1,000 of assessed value, for total estimated revenues of approximately \$273 million. In the event that full collections are not needed to cover project expenditures in the later years of the levy, the collections may be reduced or eliminated as necessary. If contingency funds go unused, they may be repurposed to repay bond debt or other project expenditures.

RCW 42.17A.555 prohibits the use of city facilities to assist in promotion of or opposition to any ballot proposition. However, RCW 42.17A.555 (1) allows the Council to adopt a Resolution in support of or opposition to a ballot proposition if certain mandatory procedural steps are taken, including providing notice that the Council will discuss taking a collective position regarding the ballot measure, and providing an opportunity for public comment prior to Council action with persons wishing to express and opposing view being afforded an approximate equal opportunity to speak.

At the March 24, 2015 Council Study Session, the Council will decide whether to take a collective position with regard to King County Proposition No. 1. If the Council decides to take a collective position, the Council would consider a Resolution in support of or in opposition to the ballot proposition at the April 14, 2015 Regular Council Meeting. Since the City Council is considering whether to take a collective position on the ballot measure, public comment will occur at the Council Study Session.

**RECOMMENDATION(S):** No staff recommendation is made as this is solely a Council decision.

**FISCAL IMPACT:** None.

**ALTERNATIVE(S):** 1) Do not adopt the proposed Resolution (take no action).

**ATTACHMENTS:**

- 1) Public Comment Notice.
- 2) King County Ordinance 17993.
- 3) PSERN Legislative FAQ's

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION of the City Council of the City of SeaTac, Washington expressing City Council support/opposition for King County Proposition No. 1—Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project, to be presented to the electorate on April 28, 2015.

**WHEREAS**, King County Proposition No. 1 will be presented to the voters in the County at the special election on April 28, 2015, with the following official Ballot Title and Description:

King County Proposition No. 1—Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project.

The King County Council passed Ordinance 17993 concerning funding for a new, upgraded regional emergency radio network. This proposition would provide funding to replace the current aging emergency radio network used for dispatching and communicating with police, fire and other first responders. The proposition would fund capital and transition costs as defined in Ordinance 17993 and would authorize King County to levy an additional regular property tax of \$0.07 per \$1,000 of assessed valuation for nine years with collection beginning in 2016. The 2015 levy amount would be used to compute limitations under Chapter 84.55 RCW for the eight succeeding years. Should this proposition be approved? Yes [ ] No [ ]; and

**WHEREAS**, in accordance with RCW 42.17A.555, notice to comment was provided;

and

**WHEREAS**, public statements and comments were received by the Council; and

**WHEREAS**, the Council finds that an expression of support/opposition for King County Proposition No. 1 is appropriate;

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

1. The City Council of the City of SeaTac expresses its support/opposition for King County Proposition No. 1, which will be presented to the electorate on April 28, 2015.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SEATAC**

\_\_\_\_\_  
Mia Gregerson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney

[Resolution regarding King County Prop 1]



# CITY OF SEATAC

## PUBLIC COMMENT NOTICE



NOTICE IS HEREBY GIVEN THAT THE SEATAC CITY COUNCIL WILL SEEK PUBLIC COMMENT ON **MARCH 24, 2015** AT 4:30 PM AT THE SEATAC CITY HALL COUNCIL CHAMBERS, 4800 SOUTH 188<sup>TH</sup> STREET. THE CITY COUNCIL IS CONSIDERING TAKING A COLLECTIVE POSITION ON THE BALLOT MEASURE IDENTIFIED BELOW, THAT WILL BE PRESENTED TO THE ELECTORATE DURING THE SPECIAL ELECTION ON APRIL 28, 2015.

### **King County Proposition No. 1—Regular Property Tax Levy for Emergency Public Safety Radio Network Replacement Project.**

The King County Council passed Ordinance 17993 concerning funding for a new, upgraded regional emergency radio network. This proposition would provide funding to replace the current aging emergency radio network used for dispatching and communicating with police, fire and other first responders. The proposition would fund capital and transition costs as defined in Ordinance 17993 and would authorize King County to levy an additional regular property tax of \$0.07 per \$1,000 of assessed valuation for nine years with collection beginning in 2016. The 2015 levy amount would be used to compute limitations under Chapter 84.55 RCW for the eight succeeding years. Should this proposition be approved? Yes [ ] No [ ];

**Any and all interested persons are invited to be present to voice approval, disapproval or opinions on whether the City Council should take a collective position on this ballot measure.**

*Note: RCW 42.17A.555 generally prohibits the use of city facilities to assist in promotion of or opposition to any ballot proposition. However, RCW 42.17A.555 (1) allows the City Council to adopt a Resolution in support of or opposition to a ballot proposition if certain mandatory procedural steps are taken, including providing notice that the Council will discuss taking a collective position regarding the ballot measure, and providing an opportunity for public comment prior to Council action. The purpose of this notice is to comply with the provisions of RCW 42.17A.555.*

**ATTACHMENT 1**





**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 2, 2015**

**Ordinance 17993**

**Proposed No. 2015-0016.2**

**Sponsors McDermott**

1 AN ORDINANCE providing for the submission to the  
2 qualified electors of King County at a special election to be  
3 held in King County on April 28, 2015, of a proposition  
4 authorizing a property tax levy in excess of the levy  
5 limitation contained in chapter 84.55 RCW for a  
6 consecutive nine-year period at a rate of not more than  
7 \$0.07 per one thousand dollars of assessed valuation for the  
8 capital, transition, and financing costs for the Puget Sound  
9 emergency radio network project.

10 **STATEMENT OF FACTS:**

11 1. King County's current emergency public safety radio network  
12 ("KCERCS") is owned by four governmental entities: the city of Seattle;  
13 the Eastside Public Safety Communications Agency ("EPSCA"); the  
14 Valley Communications Center ("ValleyCom"); and King County. Each  
15 co-owner owns and manages separate sites, equipment and software and  
16 has its own customers.

17 2. KCERCS was substantially completed in 1997. It is aging and is  
18 requiring increasing repairs.

**ATTACHMENT 2**

19 3. The vendor for KCERCS intends to stop supplying all replacement  
20 parts and repairing all used parts by December 31, 2018. King County  
21 must replace its emergency public safety radio network or risk  
22 performance degradation.

23 4. The King County council previously established a capital improvement  
24 project for this purpose.

25 5. King County executive staff has been working with the co-owners and  
26 users to plan the replacement of KCERCS with a new network that is  
27 known as the Puget Sound emergency radio network ("PSERN").

28 6. The PSERN project would cost approximately \$246 million, not  
29 including the cost of financing. King County will need additional tax  
30 revenues if it is to go ahead with the project.

31 7. If the funding measure is put on the ballot and approved by the voters,  
32 fire districts' levies may be reduced and services diminished.

33 8. The King County council finds that any reduction in fire district staff or  
34 services resulting from the PSERN levy would be contrary to the public  
35 interest. This funding proposal is intended to address concerns about  
36 prorationing of fire district levies during the term of the proposed levy.

37 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

38 SECTION 1. Definitions. The definitions in this section apply throughout this  
39 ordinance unless the context clearly requires otherwise.

40 A. "Capital costs" means all costs incurred incident to the planning, design,  
41 remodeling, construction and equipping of the project including, but not limited to, the

42 costs of architectural, engineering, legal and other consulting services inspection and  
43 testing, project management, relocation, site improvements, demolition and on- and off-  
44 site utilities. "Capital costs" also include the costs related to the sale, issuance and  
45 delivery of one or more series of bond anticipation notes or bonds. However "capital  
46 costs" do not include the costs of maintenance or operations.

47 B. "Fire district" means an organization authorized under RCW 52.02.020 or  
48 chapter 52.26 RCW.

49 C. "Fire service protection allocation" means the portion of levy proceeds, the  
50 purpose of which is to prevent a reduction in fire district staff or services resulting from  
51 prorationing mandated by RCW 84.52.010 and consistent with interlocal agreements  
52 between King County and any participating fire districts.

53 D. "Full system acceptance" means the determination issued to the contractor  
54 upon satisfactorily completing the final system development phase.

55 E. "Levy" means the levy of regular property taxes, for the specific purposes and  
56 term provided in this ordinance and authorized by the electorate in accordance with state  
57 law.

58 F. "Levy proceeds" means the principal amount of revenue raised by the levy,  
59 any interest earnings on the revenues and the proceeds of any financing following  
60 authorization of the levy.

61 G. "Network" means the Puget Sound emergency radio network that is used  
62 primarily for dispatching public safety, fire, emergency medical staff and other  
63 responders to incidents for coordinating operations at those incidents.

64 H. "Operator" means King County or an entity established by the county, the  
65 Eastside Public Safety Communications Agency cities of Bellevue, Issaquah, Kirkland,  
66 Mercer Island and Redmond, the Valley Communications Center cities of Auburn,  
67 Federal Way, Kent, Renton and Tukwila, and the city of Seattle, through an interlocal  
68 agreement as authorized under RCW 39.34.030, which will own, operate, maintain,  
69 repair and govern the network after full system acceptance.

70 I. "Project" means all authorized activities relating to a capital project to plan,  
71 build, test, operate and transfer ownership of the network.

72 J. "Rate stabilization allocation" means the portion of the levy proceeds, the  
73 purpose of which is to reduce and phase in the impact of increased user rates on network  
74 users.

75 K. "Transition costs" means the operational costs to transition from the current  
76 emergency radio systems to the network, including , but not limited to, costs to operate  
77 the network during the transitional period and until it is transferred to the operator; pay  
78 for equipment warranties, updates and upgrades included in the vendor contract; establish  
79 an entity that would own and operate the network; and pay for election costs. "Transition  
80 costs" also includes payments for rate stabilization allocation and a fire service protection  
81 allocation.

82 **SECTION 2. Levy submittal.** To provide necessary revenues for the capital  
83 costs and transition costs for the network, the county council shall submit to the qualified  
84 electors of the county a proposition authorizing a regular property tax levy in excess of  
85 the levy limitation contained in chapter 84.55 RCW for nine consecutive years,  
86 commencing in 2015, with collection beginning in 2016, at a rate in the first year not to

87 exceed \$0.07 per one thousand dollars of assessed value. In accordance with RCW  
88 84.55.050, the levy shall be a regular property tax levy, subject to the statutory rate limit  
89 of RCW 84.52.043.

90 **SECTION 3. Project description.**

91 A. The project will replace King County's aging emergency radio network with a  
92 new emergency radio network, the Puget Sound emergency radio network, having  
93 improved coverage, capacity and reliability. King County will provide support while the  
94 new system is being planned, contracted for, deployed, tested and operated. Once the  
95 network has achieved full system acceptance, the network shall be managed and operated  
96 by an operator.

97 B. The county estimates that the capital costs and the transition costs for the  
98 project will be \$246 million.

99 **SECTION 4. Deposit of levy proceeds.** If approved by the voters, the levy  
100 proceeds shall be deposited in a special revenue fund created by ordinance.

101 **SECTION 5. Eligible expenditures.** If approved by the qualified electors of the  
102 county, the levy proceeds shall be used only for the capital costs and transition costs of  
103 the project. The maximum amount of levy proceeds for the rate stabilization allocation  
104 shall be \$2,619,406. Up to a maximum of \$1 million annually may be used for the fire  
105 protection services allocation. Consistent with RCW 84.55.050, levy proceeds may not  
106 supplant existing funding. If the actual costs for financing and for fire protection services  
107 are less than the amounts estimated, any savings shall be used first for capital  
108 contingency costs, and if any savings remain after all capital costs have been paid, the  
109 savings then may be used for transition costs.

110            **SECTION 6. Call for special election.** In accordance with RCW 29A.04.321,  
111 the King County council hereby calls for a special election to be held in conjunction with  
112 the special election on April 28, 2015. The director of elections shall cause notice to be  
113 given of this ordinance in accordance with the state constitution and general law and to  
114 submit to the qualified electors of the county, at the said special county election, the  
115 proposition hereinafter set forth. The clerk of the council shall certify that proposition to  
116 the director of elections, in substantially the following form, with such additions,  
117 deletions or modifications as may be required for the proposition listed below by the  
118 prosecuting attorney:

119            PROPOSITION \_\_\_\_: The King County council passed Ordinance  
120            \_\_\_\_\_ concerning funding for a new, upgraded regional emergency  
121 radio network. This proposition would provide funding to replace the  
122 current emergency radio network used for dispatching and communicating  
123 with police, fire and other responders. The proposition would fund capital  
124 and transition costs as defined in Ordinance \_\_\_\_\_ and would  
125 authorize King County to levy an additional regular property tax of \$0.07  
126 per \$1,000 of assessed valuation for nine years with collection beginning  
127 in 2016. The 2015 levy amount would be used to compute limitations  
128 under Chapter 84.55 RCW for the eight succeeding years. Should this  
129 proposition be:

130 Approved? \_\_\_\_\_

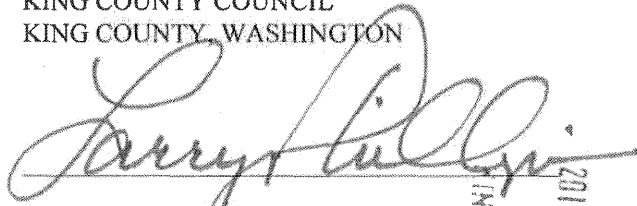
131 Rejected? \_\_\_\_\_

132            SECTION 7. Severability. If any one or more of the provisions of this ordinance  
 133 shall be declared unconstitutional or invalid for any reason, such decision shall not affect  
 134 the validity of the remaining provisions of this ordinance, the bonds or any short-term  
 135 obligations issued in anticipation thereof, and this ordinance, the bonds and any short-  
 136 term obligations issued in anticipation thereof shall be construed and enforced as if the  
 137 unconstitutional or invalid provisions had not been contained in this ordinance.  
 138

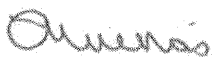
Ordinance 17993 was introduced on 1/12/2015 and passed by the Metropolitan King County Council on 3/2/2015, by the following vote:


Yes: 8 - Mr. Phillips, Mr. Gossett, Ms. Hague, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove  
 No: 1 - Mr. von Reichbauer  
 Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
 Larry Phillips, Chair

ATTEST:

  
 Anne Noris, Clerk of the Council

APPROVED this 2 day of March, 2015   
 Dew Constantine, County Executive

RECEIVED  
 2015 MAR -2 PM 3:38  
 CLERK  
 KING COUNTY COUNCIL

Attachments: A. Puget Sound Emergency Radio Network (PSERN) Finance Plan

**Puget Sound Emergency Radio Network (PSERN) Finance Plan**

Updated 12/16/2014

Cash flow financing for the PSERN project anticipates the use of short and long term debt, backed by a 9 year levy lid lift.

Cash Flow Model	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Revenue</b>											
BAN/Interfund Loan/Bond Proceeds <sup>1</sup>	\$28,140,000	\$140,700,000			\$43,215,000						
Levy Collections <sup>2</sup>		\$27,832,992	\$28,448,608	\$29,059,946	\$29,669,461	\$30,283,789	\$30,907,052	\$31,542,183	\$32,191,954	\$32,856,742	
<b>Total</b>	<b>\$28,140,000</b>	<b>\$168,532,992</b>	<b>\$28,448,608</b>	<b>\$29,059,946</b>	<b>\$72,884,461</b>	<b>\$30,283,789</b>	<b>\$30,907,052</b>	<b>\$31,542,183</b>	<b>\$32,191,954</b>	<b>\$32,856,742</b>	<b>\$0</b>
<b>Expenditures</b>											
PSERN Project Costs <sup>3</sup>	\$11,611,917	\$24,728,020	\$46,178,395	\$34,364,643	\$56,023,557	\$16,631,010	\$5,027,968				
20% Contingency	\$2,322,383	\$4,945,604	\$9,235,679	\$6,872,929	\$11,204,711	\$3,326,202	\$1,005,594				
Reserves <sup>4</sup>		\$1,000,000	\$1,000,000	\$1,000,000	\$1,750,000	\$2,237,176	\$1,824,826	\$1,557,404	\$1,000,000	\$1,000,000	
BAN Payoff		\$28,351,050									
Debt Service Payments <sup>5</sup>			\$20,255,543	\$20,255,543	\$20,255,543	\$28,299,149	\$28,299,149	\$28,299,149	\$28,299,149	\$28,299,149	\$8,043,607
<b>Total</b>	<b>\$13,934,300</b>	<b>\$59,024,674</b>	<b>\$76,669,617</b>	<b>\$62,493,115</b>	<b>\$89,233,811</b>	<b>\$50,493,537</b>	<b>\$36,157,537</b>	<b>\$29,856,553</b>	<b>\$29,299,149</b>	<b>\$29,299,149</b>	<b>\$8,043,607</b>
Fund Balance <sup>6</sup>	\$14,205,700	\$123,714,018	\$75,493,009	\$42,059,840	\$25,710,491	\$5,500,742	\$250,257	\$1,935,887	\$4,828,692	\$8,386,285	\$342,678
<b>Financial Summary<sup>7</sup></b>											
BAN Proceeds	\$28,140,000										
Bond Proceeds	\$183,915,000										
Levy Collections	\$272,792,726										
Project & Contingency Costs	\$233,478,612										
Reserves	\$12,369,406										
Cost of Financing	\$26,602,030										

**Notes:**

<sup>1</sup> 2015 Bond Anticipation Note (BAN) issued when levy is approved by voters. Bonds are assumed to be tax exempt. Issuance costs are included in proceeds and debt service.

<sup>2</sup> Levy collections are based on a 9 year levy lid lift with a starting rate of **\$0.07**. Collections assume 1% limit and are calculated based on August 2014 OEFA forecast.

<sup>3</sup> PSERN project costs exclude the cost of borrowing or issuance. Issuance costs will be rolled into debt issuance. Cost that are already incurred and the cost of an election are included in the 2015 costs. Project costs include **20%** contingency. Contingency covers both project and financing cost.

<sup>4</sup> Reserves include contingencies for 1) transition costs to the new radio network, 2) rate stabilization to mitigate the operating costs of the new system, and 3) funds to offset the impact of levy suppression on fire districts as a result of the PSERN Levy.

<sup>5</sup> Debt Service payments assume \$140.7M for 8 years at 3.25% and \$43.2M for 6 years at 3.25%. Bond proceeds are expected to be spent within three years of sale.

<sup>6</sup> Fund balance will be managed to not go below \$0. If it appears that fund balance will go below \$0, the fund manager will request a temporary loan from the King County pool.

<sup>7</sup> Actual timing and size of bond and BAN issuances will be based on the cash needs of the project and optimized to reduce the overall cost of financing while minimizing interest rate risk. This base scenario includes one BAN and two bonds. The number of BANs and bonds issued could vary. The County may choose to utilize interfund borrowing to minimize costs.





## PSERN (Puget Sound Emergency Radio Network)

### FAQ

**Q: What is PSERN?**

**A:** *PSERN is a construction project that will replace the current aging emergency radio communications network with a new emergency radio communications network.*

**Q: What are emergency radio communications networks used for?**

**A:** *When we call 9-1-1, a dispatcher sends us police officers, fire fighters, and emergency medical staff using a separate radio system known as the King County Emergency Radio Communications System. The same system is used by these responders to coordinate their activities at emergency incidents and to communicate with managerial staff that is directing their response to the incident.*

**Q: Why do we need a new emergency radio communications network?**

**A:** *The current network is approaching 20 years old and is in danger of failing if it isn't replaced in a timely manner.*

**Q: How much will PSERN cost and how will it be paid for?**

**A:** *The project, including sites, equipment, labor, sales tax, and interest on the bonds will cost approximately \$273 million. The Metropolitan King County Council has approved a measure to be placed on the April 28<sup>th</sup>, 2015 ballot to fund the project.*

**Q: What kind of funding measure will be before voters this spring? What funding options were considered? Why was this option chosen?**

**A:** *The Metropolitan King County Council has authorized a levy lid lift for voters to consider on April 28<sup>th</sup>, 2015. Several funding options were considered including Criminal Justice Sales Tax, Emergency Communication System Sales Tax, Excess Levy, Excess Levy and a Levy Lid Lift, Sharing the Financing with the Subregional Entities, Sharing the Financing with All Jurisdictions and Partial Funding Options. It was decided that using a Levy Lid Lift is the only viable option for funding a new system with a single taxing measure.*

**Q: If approved by voters, how much are taxes going to increase?**

**A:** *7.0 cents per \$1,000 of assessed value over 9 years. This equates to \$26.46 per household, per year for the median value of \$378,000.*

ATTACHMENT 3



**Q: Can't we just replace a couple of parts or migrate rather than replacing the whole system?**

**A:** *The parts that the current system uses won't be compatible with the new network. In addition, the current system cannot support the new technology PSERN will have.*

**Q: Why must a new system be funded now rather than later? What are the risks of delaying funding until later?**

**A:** *The longer we delay after spare parts and repairs cease to be available at the end of 2018, the greater is the risk that responders will be unable to communicate when needed. Technically speaking, the system will lose capacity and coverage area.*

*With the above said, we have taken certain precautionary steps to address system problems if this does occur. For example, we have purchased a cache of spare parts. If we do not have a part or our supply runs out we would then look to purchase the part from a secondary vendor.*

**Q: Are there additional concerns with our current system?**

**A:** *Yes. The system was designed in 1992 for the County's population at that time. Since then, the County's population and the dispersal of that population have grown in ways no one could anticipate. As a result, our system does not cover all of the areas in the County where services is needed and is lacks the capacity needed during large-scale disasters and incidents.*

**Q: Why can't first responders use cell phones?**

**A:** *Cell phones are not an option due to lack of reliability. They don't have sufficient back up or the capacity to operate in a power outage or other widespread emergency situations. Most importantly, they do not work the way emergency radio system do. They are not capable of operating in a "dispatch" fashion where one person broadcasts to many people, nor are they capable of working "off network" such as radio to radio operations that are often used at fire scenes.*

**Q: Who is leading the project?**

**A:** *There are four owners of the radio communications system—Eastside Public Safety Communications Agency (EPSCA), King County, City of Seattle and Valley Communications (ValleyComm). Each entity owns separate towers and equipment run by a central computer. King County is responsible for leading and implementing the project on behalf of the owners and will see the project through to completion.*



**Q: Is there a binding document guaranteeing the County can effectively manage vendor contract(s) and other parts of the project?**

**A:** *The County and other partners are in agreement about roles and responsibilities during PSERN planning, construction, and testing, and that agreement is in the Implementation Period Interlocal Agreement. This Interlocal Agreement will form the basis for PSERN Project governance.*

**Q: Will the ownership and operation of the new system remain the same as for the current system?**

**A:** *A new consolidated operational and governance agency will be created. This public, non-profit organization, working closely with the current co-owners, will take the lead with the purchase, implementation and testing of the new network. It will also operate and maintain the new system infrastructure going forward. It will have the same level of jurisdictional representation as the current emergency radio system and will have increased representation from the first responder community. An Operations Period Interlocal Agreement has been drafted to address governance of the operations of the PSERN once completed.*

*Having a single entity operating and maintaining the system infrastructure, rather than four entities doing that work, should result in improved service: when there is a problem with the system we will be able to skip the step of determining which owner is responsible to fix it.*

**Q: Who will run the non-profit organization?**

**A:** *The organization will be governed by a four-person board of directors. One board member will be appointed by each of the following: the City of Seattle; the 5 Valley Communications Center member cities jointly; the 5 Eastside Public Safety Communications Agency member cities jointly; and King County. There will be two additional new members who will be appointed to the cities not otherwise represented on the board—1 non-voting police representative and 1 non-voting Fire representative. Each member will have an equal vote.*

**Q: How long will it take to complete the project?**

**A:** *Once construction begins, it will take approximately 5 years for completion.*

**Q: Why is there a 20% Contingency?**

**A:** *We only have one opportunity for project funding and cannot go back for additional funds. If there are cost overruns, the County would be responsible for them so we need to ensure that a contingency is available. The County has a project management methodology in place, however, on a project this size there are significant risks—specifically site development. As part of the planning phase, the County interviewed internal and external construction consultants and a 20% was contingency the consensus.*



**Q: Why don't the four system co-owners have savings to pay for the capital costs of the new system?**

**A:** *Each of the co-owners put aside some funds for a new system. Over the years of operating the current system savings have been used to fund mid-life upgrades that have kept portions of the network refreshed as well as adding capacity to certain areas. Today these savings in aggregate are very small compared to the cost of a new system.*

**Q: Weren't replacement reserves supposed to be accumulated by the co-owners for system replacement, and if so, why can't they fund the project?**

**A:** *They can, however this is a large project and the accumulated funds are less than 1/20<sup>th</sup> the total project cost. The County and co-owners do not have sufficient available funds to pay for a project of this size without additional revenue. In 1992 when initial planning for the current network was done, a formula to generate replacement reserves was created by each of the four owners. Through time those funds have been used to keep the current system upgraded, and to support early phases of the PSERN project. Even if the funds weren't spent over the years, we would have less than ¼ of the total PSERN project cost because in 1992 no one could have anticipated King County's population would increase so fast nor cover so large an area of the County. Also, because the practice has been to use funds for mid-life upgrades, co-owners need to retain their funds until the PSERN has been completed to ensure they have contingency to maintain the current system.*

**Q: If the County is paying for all the assets, why shouldn't the County operate and maintain PSERN both during the project and after the project is completed?**

**A:** *The County Executive believes that centralization is needed for this regional service and that the best model is to operate and own it using a public, non-profit entity. Current owners have agreed to this approach and have drafted an Interlocal Agreement that will accomplish this.*

**Q: How long will the County need to operate and maintain PSERN after Full System Acceptance?**

**A:** *An Implementation Period Interlocal Agreement contains provisions for automatically transferring PSERN from the County to the non-profit operator once the project is finished..*

**Q: What will happen to PSERN operations and maintenance if the non-profit operator does not take over PSERN at or soon after FSA?**

**A:** *In this event, the County will own and operate PSERN, but only until such time as it can be transferred to the non-profit agency. The Implementation Period Interlocal Agreement contains provisions for partners and users to pay the County for its operation and maintenance of PSERN after PSERN starts operation until the ownership and operations is turned over to the non-profit organization.*



**Q:** How can we be sure there will be no need to dip into the Current Expense Fund because of cost overruns or unanticipated expenses? Who will be responsible for cost overruns?

**A:** *The county and its partners have done much to ensure that all costs have been accounted for in the project budget and subsequent funding measure. Technical consultants were used to analyze needs and assist with development of system requirements. A competitive RFP process was used to get the best system vendor at the best price. As the project goes into implementation, it will be subject to project governance with and external to the County, and also expects to hire an independent Quality Assurance firm, as well as independent construction management to oversee civil radio site work. The combination of these will help contain costs. Lastly, the project has hired a competent and experienced project staff that will utilize project management best practices.*

**Q:** How long will the system last before we need to fund a new one?

**A:** *The new system will last at least 20 years.*

**Q:** Today radio system users pay monthly fees for use of the radio system. Could the new system's capital costs be funded through rate increases rather than a tax increase?

**A:** *This is possible, but not practical. To pay for capital costs monthly fees would need to more than double. Monthly fees are usually paid out of the agency's general funds, so any increase in rates would impact that agency's fund source.*

**Q:** Why are there two different rates for radio users?

**A:** *1. Some radio users use less features than others, therefore providing service for them is less expensive.*

*2. We want to encourage users to use PSERN, especially those that have various types of demands such as school districts and utilities.*

**Q:** How does this relate to the discussions I've heard about the possible decrease in the number of 9-1-1 dispatch centers?

**A:** *There is no relationship between the PSERN project and dispatch center consolidation. They are independent initiatives. System planning has included all of today's centers. If there are fewer centers that are in business when system equipment is ordered, our order and design will be adjusted accordingly. The Interlocal Agreements will also make commitments to continue service to the dispatch centers.*



**Q:** Is there widespread support for a new network and the ballot measure from city elected officials, police and fire chiefs, police and fire line staff, emergency managers, dispatchers, and County Executive?

**A:** *There is a clear, shared vision of the need to replace the current system and build a new radio system now.*

**Q:** There have been some concerns raised by Junior Tax Districts such as Fire Districts about revenues being negatively impacted by the levy lid lift. Is that true?

**A:** *Fire districts should not be harmed due to this measure. Last year, assessed property values in King County increased significantly, so we anticipate that the County tax rate will decrease sufficiently to cover potential impact to all Fire Districts. Other junior tax districts such as Parks and Hospital districts could be impacted in the initial years of the measure.*

**For more information:**

- Project Web site: [www.psern.org](http://www.psern.org)

# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3653

**TITLE:** A Motion authorizing the City Manager to execute utility agreements for work associated with the Connecting 28th/24th Avenue South project.

<i>March 11, 2015</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>4/14/15 RCM</u>
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	<u>3/24/15 CSS</u>
<b>Prepared By:</b>	<u>Florendo Cabudol, Assistant City Engineer</u>
<b>Director:</b>	<u><i>[Signature]</i></u> City Attorney: <u><i>Mary Mirante Bartolo</i></u>
<b>Finance:</b>	<u><i>[Signature]</i></u> BARS #: <u>307.000.1Y.595.30.63.057</u>
<b>City Manager:</b>	<u><i>[Signature]</i></u> Applicable Fund Name: <u>Transportation CIP (307)</u>

**SUMMARY:** This Motion authorizes the City Manager to execute agreements with utility districts for the installation of water, sewer, communications, and street lighting utilities as part of the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project.

**DISCUSSION / ANALYSIS / ISSUES:** The Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project involves constructing a new road from South 200<sup>th</sup> Street to South 208<sup>th</sup> Street. The project includes relocating the existing aerial utilities underground and installing new underground utilities. CenturyLink and Comcast would own and operate the telephone and cable television facilities within the 28<sup>th</sup>/24<sup>th</sup> Avenue South right-of-way (ROW). The attached joint trench agreements (JTA) for CenturyLink and Comcast describe the scope of work and estimated cost to complete the underground conversion and new construction for each of the utilities. CenturyLink operates under a Federal franchise. Pursuant to RCW 35.99.060 the City is required to reimburse CenturyLink for the incremental cost for relocation/conversion of the overhead facilities to underground. In lieu of reimbursement to CenturyLink for the incremental cost, the City will provide all trenching, and installation of CenturyLink provided conduit, and structures in the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South contract bid. CenturyLink would pay the entire cost for new facilities from the north terminus of 24<sup>th</sup> Avenue South through to the north end of the project limits. Comcast operates under a Franchise with the City which requires Comcast to convert to underground and install new facilities at its own cost. Comcast has elected to have the City install its conduit and vaults and to reimburse the City.

Intolight will be installing new street lighting as part of this project. Intolight's standard work order agreement is attached, and describes the scope of work. The City is responsible for the cost of the new street lighting and the future electricity and maintenance costs.

Highline Water District (HWD) desires to install new 8-inch ductile iron waterline and associated water system appurtenances. HWD is responsible for all costs associated with its waterline improvement and agree to reimburse the City for the actual costs incurred. Including this water main work with the project would minimize disruption to neighborhood and community.

Midway Sewer District (MSD) desires to re-route and install new sewer main and associated sewer system appurtenances. MSD is responsible for all costs associated with installing new sewer main agree to reimburse the City for the actual costs incurred. The re-route of existing sewer main from South 204<sup>th</sup> Street is a direct impact from the project and will be incorporated into the project costs. Including this sewer main

work with the project would minimize disruption to neighborhood and community.

**RECOMMENDATION(S)**: It is recommended the City Council authorize the City Manager to execute the utility agreements, substantially in the form attached.

**FISCAL IMPACT**: The City is responsible for the costs to install the CenturyLink provided conduit and structures. The cost of this work will be included in the City's construction contract.

The City is responsible for the costs for Intolight to furnish and install the street lighting. The City will pay Intolight a fixed cost for street light installation and a monthly facilities plus energy cost, per state approved tariff rates.

The Comcast, HWD, and MSD work will be included in the City's construction contract and reimbursed to the city by the respective utilities as detailed in the agreements.

**ALTERNATIVE(S)**: Do not enter into the attached agreements and do not underground the existing overhead utility lines; however, it is the City's policy to underground overhead utility lines in conjunction with arterial roadway improvements projects.

Street lighting is a necessary component to achieve arterial road standards. The sewer and waterline work is necessary to improve the capacity and reliability of utility services to businesses and residents.

**ATTACHMENTS**: CenturyLink Joint Trench Agreement  
Comcast Joint Trench Agreement  
Midway Sewer Memorandum of Understanding  
Highline Water District Agreement  
Intolight Custom Street Lighting Order



## JOINT TRENCH CONSTRUCTION AGREEMENT

### CENTURYLINK/CITY OF SEATAC

THIS AGREEMENT ("Agreement"), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), is made by and between the City of SeaTac, a Washington Municipal Corporation ("the City"), and CenturyTel Services Group, LLC "CenturyLink", a Louisiana Limited Liability Company ("CenturyLink"). The Attachments referred to herein are incorporated by this reference.

### RECITALS

A. The City is making improvements to 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South between S. 200<sup>th</sup> St. and S. 208<sup>th</sup> St. within the City of SeaTac, Washington for the purposes of public welfare, health, and safety.

B. CenturyLink provides telecommunications services in the City and the roadway improvements require relocation of facilities that are owned by CenturyLink and other utilities service providers (the "Work").

C. The Project requires trenching within the right of way for placement of facilities for utility service providers, including CenturyLink, the City and others ("the Joint Trench"). The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including, without limitation, the City, CenturyLink, Puget Sound Energy (PSE) and Comcast.

D. Pursuant to RCW 35.99.060 the City is required to reimburse CenturyLink for the incremental cost for relocation/conversion of the aerial/overhead facilities to underground. In lieu of reimbursement to CenturyLink for the aerial to underground conversion the City will provide all trench, haul off of spoil, backfill, compaction, sand bedding, and restoration and installation of CenturyLink provided conduit, and handholes in the public right of way. The City will provide and place conduit for service lines on private property. CenturyLink will cooperate in the planning, engineering, design and other work for such installation when and where such Joint Trench will be required in meeting the requirements of CenturyLink and the City for underground facilities service ("the Work"). CenturyLink will provide all vaults, conduits, handholes and pedestals for installation by the City.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

**1. Project Description.** The joint trench will be placed in the City right-of-way along 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South between S. 200<sup>th</sup> St. and S. 208<sup>th</sup> St. The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including, without limitation, the City, CenturyLink, PSE, and Comcast. The City will send the entire project out for bid, and will enter into a contract that will include construction of the Project and construction of the Joint Trench will be included in the bid documents.

**2. Performance of Work.**

(a) In conjunction with its performance of the Project, the City, acting through its agent or contractor (“Contractor”), will perform and complete the construction of Joint Trench. The City agrees to complete the Work in accordance with all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights of way in which the Work is to be performed.

(b) CenturyLink will purchase and deliver all material necessary for conversion of CenturyLink facilities from overhead to underground associated with the Joint Trench construction to the Contractor with the exception of conduit to be placed on private property for service lines which will be provided by the City.

**3. Responsibility of Parties.**

**(a) City Responsibilities**

(1) *Contractor Duties.* The City will enter into an agreement with the Contractor, who will excavate the joint trench, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the joint trench, and perform any restoration required by the City within the right-of-way. The City and/or its Contractor will exercise reasonable care in the performance of the Work herein, and will install CenturyLink conduit and utility vaults in accordance with written requirements and drawings provided in Exhibit A. All conduit placed by the City’s contractor must be proofed by passing a mandrel through each conduit and placing a CenturyLink provided polyethylene measuring tape in each conduit. The City’s Contractor will provide all traffic control required for the completion of Joint trench construction.

(2) *Notice of Materials Required.* The City will provide CenturyLink, not less than five (5) working days prior to the required delivery date, notice requesting delivery of necessary materials for conversion of CenturyLink facilities from overhead to underground associated with construction of the Joint Trench.

(3) *Plan Discrepancies.* CenturyLink will provide written notice to the City approving the design drawings and specifications related to its facilities

prior to bid advertisement. If there is any discrepancy between the City's plans and the CenturyLink plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

(b) **CenturyLink Responsibilities**

(1) *Coordination.* CenturyLink will maintain continued coordination with the Contractor regarding installation of CenturyLink's facilities. This coordination will include, but not be limited to the following:

- (i) CenturyLink will attend a preconstruction meeting.
- (ii) The City will provide CenturyLink a preliminary project schedule within one (1) week after the preconstruction meeting and a final construction schedule within thirty (30) working days after the preconstruction meeting. CenturyLink will be responsible for coordinating its work to meet the final construction schedule, which will be incorporated into this Agreement.
- (iii) A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from CenturyLink will attend each meeting and provide weekly progress reports. The CenturyLink representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with Section 3(a)(2).
- (iv) CenturyLink will furnish all materials as noted in section 2 B required for the installation of CenturyLink conduit and utility vaults including vaults, conduits, handholes, pedestals, and all other materials necessary for installation of the vaults and conduits required by the Contractor for the installation of CenturyLink facilities that week, not less than five (5) working days prior to the date that the work is scheduled based upon the weekly meeting, provided that Contractor gives CenturyLink notice in accordance with Section 3(a)(2). The Contractor will provide a reasonable location to CenturyLink of where the materials will be delivered. The Contractor will be responsible for loss or damage to CenturyLink materials once properly delivered to the designated site.
- (v) Following twenty-four (24) hours notice from the City, CenturyLink will provide an inspector on-site to inspect the installation of all vault and conduit installation work. CenturyLink's inspector will not direct the Contractor in any manner; the CenturyLink inspector will communicate all requests in writing to the City's inspector.

Once sections of vault and conduit are installed by the City and accepted by CenturyLink, CenturyLink, or its contractor, will complete installation of conductors and equipment within ninety (90) working days and provide

notice to the City when the new underground system has been spliced and is in service or has the capacity to provide dial-tone (“Energized”). CenturyLink will be responsible for plant installation and the removal of existing facilities that are no longer in use, associated with the Work. CenturyLink work will include, but not be limited to, furnishing and installing all cables, conductors, electrical equipment, and temporary utility poles; conversion to underground; and for the removal of poles, and other equipment no longer needed.

(vi) CenturyLink, or its contractor, will perform cut-over and transfer of existing customers and facilities to the new underground system where applicable within ninety (90) working days from CenturyLink’s acceptance of the vault and conduit installation.

(vii) CenturyLink, or its contractor, will remove all overhead systems within one hundred five (105) working days from CenturyLink’s acceptance of the vault and conduit installation.

(2) *Traffic Control.* CenturyLink or its contractor will provide traffic control in coordination with the Contractor when CenturyLink or its contractor is installing its new underground cabling and splicing along with CenturyLink overhead construction and removing its existing overhead facilities.

(3) *Installation Not in Right of Way.* The installation of any CenturyLink conduit not in City right of way, will be the responsibility of the City. The installation of CenturyLink service wire not in the City right of way will be the responsibility of CenturyLink. CenturyLink will coordinate with private property owners in order to not unduly delay the City’s schedule.

#### **4. Compensation**

(a) In lieu of reimbursement to CenturyLink pursuant to RCW 35.99.060 the City will provide all trenching, installation of CenturyLink provided conduit, and handholes in City right of way, installation of City provided conduit on private property, backfill, compaction, and restoration at no cost to CenturyLink for the conversion of existing overhead facilities to underground portion of the Work. No other compensation will be paid by the City to CenturyLink. Any CenturyLink Work within the project that is not associated with the underground conversion will be paid entirely by CenturyLink.

(b) *Share of additional expenses.* CenturyLink may pay additional expenses incurred for the Work, provided such additional expenses are mutually agreed upon by the parties in writing, prior to such additional expenses being incurred.

#### **5. Change Orders**

(a) Any request for change must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

(b) Any change requested by CenturyLink to be performed by the Contractor will be submitted to the City's Inspector, who will submit the request to the Contractor, obtain a reasonable price from the Contractor to perform the work, and notify CenturyLink within twenty-four (24) hours of the price. CenturyLink will have twenty-four (24) hours after being notified of the price to respond and confirm the requested change. CenturyLink will not be responsible for any delay caused to the City's schedule as a result of City Inspector's or Contractor's failure to provide a timely response to CenturyLink's requested change. Exhibit B contains the Engineer's Estimate. Final compensation associated with any change orders from CenturyLink to the City will be based upon actual Unit Bid Prices, Unit Bid Quantities, associated with approved Change Orders.

## 6. Schedule

(a) Should lane closures become necessary, CenturyLink or its contractor is limited to working between the hours of 8:30 AM to 3:00 PM.

(b) Once construction crews are mobilized, the conversion will be constructed in one continuous nonstop effort, end to end, until the Project is completed.

(c) The City estimates 120 working days for the Contractor to perform the Work as described in this agreement. The Contractor will be responsible for planning and scheduling their work and will submit a progress schedule to the City and CenturyLink prior to beginning construction activities.

(d) Approximately ninety (90) working days of construction crew time by CenturyLink or its contractor will be necessary to complete and energize the new underground distribution system. CenturyLink will coordinate its conductor and equipment installation such that CenturyLink, or its contractor, will install as much of this equipment as possible prior to completion of the entire vault and conduit system by the Contractor provided that the vault and conduit system installed by the City's contractor has been accepted by CenturyLink as noted in section 3(a)(1) and 3(b)(1)(v).

7. **Notices.** All notices will be in writing and will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the parties as specified below:

If to CenturyLink:	CenturyLink Corporation 23315 66 <sup>th</sup> Ave. So. Kent, WA. 98032 Attention: Cale Hartman, Regional Contract Manager, Washington/Montana
--------------------	--

If to City of SeaTac: City of SeaTac  
4800 S. 188<sup>th</sup> St.  
SeaTac, WA 98188  
Attention: Florendo Cabudol, Assistant City Engineer

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

**8. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. The venue of any dispute arising out of this Agreement shall be King County, Washington.

**9. Dispute Resolution.** Any controversy or claim, whether based on contract, statute, tort, fraud misrepresentation or other theory, related directly or indirectly to this agreement between CenturyLink and the City will be resolved by negotiation between the parties. Should such negotiations fail to settle such controversy or claim settlement will be reached through binding arbitration. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 16, not state law, will govern the arbitrability of all claims, and the resolution of the claims. Binding arbitration will be conducted under the then current rules of JAMS.

**10. Force Majeure.** Both parties shall be excused from their performance if prevented by acts or events beyond the parties reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities (“Force Majeure Event”).

**11. Indemnification.** City will indemnify and hold harmless CenturyLink, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgements, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys’ fees (“Liabilities”) to the extent they arise from or in connection with: (a) fault or negligence of the City, its officers, employees, agents, Contractor, subcontractors and/or representatives; (b) any product liability or service disruption claims relating to any material supplied by the City under this Contract; (c) failure of the City, its officers, employees, agents, Contractor, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (d) claims under workers’ compensation or similar employee benefit acts by the City or its employees, agents, subcontractors, or subcontractors’ employees or agents.

To the extent applicable for services provided by CenturyLink herein, CenturyLink will indemnify and hold harmless the City, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and reasonable attorneys’ fees (“Liabilities”) to the extent they arise from or in connection with: (a) fault or negligence of CenturyLink, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability or service disruption claims relating to any material supplied by CenturyLink under this Contract; (c) failure of CenturyLink, its officers, employees, agents, subcontractors and/or representatives to

comply with any applicable local, state, or federal law or regulation, including but not limited to environmental protection laws; (d) claims under workers' compensation or similar employee benefit acts by CenturyLink or its employees, agents subcontractors or subcontractors' employees or agents.

Except for each party's indemnification obligations under this section and each party's breach of the Section herein entitled "Confidential Information", neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement, even if such party has been apprised of the possibility of such damages.

## **12. Insurance**

CenturyLink shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CenturyLink, their agents, representatives, employees or subcontractors. The City shall require that the City's Contractor procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the City's Contractor, their agents, representatives, employees or subcontractors.

### **A. Minimum Scope of Insurance for CenturyLink**

CenturyLink shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall include explosion, collapse or underground property hazard coverage. The City shall be designated as an additional insured under CenturyLink's Commercial General Liability insurance policy with respect to CenturyLink's work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### **B. Minimum Amounts of Insurance**

CenturyLink shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability:

1. CenturyLink's insurance coverage shall be primary insurance as respect the City subject to the indemnification provisions of this Agreement. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the CenturyLink's insurance and shall not contribute with it subject to the indemnification provisions of this Agreement.
2. CenturyLink's insurance shall endeavor to provide that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice to the City.

### **D. CenturyLink's Insurance for Other Losses**

CenturyLink shall assume all property loss or damage from any cause whatsoever to any CenturyLink tools, CenturyLink's employee owned tools, machinery, equipment, any motor vehicles owned or rented by e CenturyLink including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement. CenturyLink shall require its agents and subcontractors to also assume the same property loss or damage as required under this paragraph D for their property.

### **E. Minimum Scope of Insurance for the City's Contractor**

The City's Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall include explosion, collapse or underground property hazard coverage. CenturyLink shall be designated as an additional insured under the City's Contractors Commercial General Liability insurance policy with respect to CenturyLink's work performed for the City's Contractor using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.



## **F. Minimum Amounts of Insurance**

The City's Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

## **G. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability:

1. The City's Contractors insurance coverage shall be primary insurance as respect CenturyLink subject to the indemnification provisions of this Agreement. Any insurance, self-insurance, or insurance pool coverage maintained by CenturyLink shall be excess of the City's Contractors insurance and shall not contribute with it subject to the indemnification provisions of this Agreement.
2. The City's Contractors insurance shall endeavor to provide that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice to the City.

## **H. City's Insurance for Other Losses**

The City and its Contractor shall assume all property loss or damage from any cause whatsoever to any City or City Contractor tools, City or City Contractor employee owned tools, machinery, equipment, any motor vehicles owned or rented by the City or City Contractor including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement. The City and its Contractor shall require its agents and subcontractors to also assume the same property loss or damage as required under this paragraph H for their property.

## **I. Waiver of Subrogation**

CenturyLink and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

## **J. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### **K. Verification of Coverage**

CenturyLink shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of CenturyLink before commencement of the work. The City's Contractor shall furnish CenturyLink with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of CenturyLink before commencement of the work

### **L. Subcontractors**

CenturyLink shall furnish separate certificates and endorsements for each of its subcontractors performing work under this Agreement. All coverages for subcontractors shall be subject to all of same insurance requirements as stated herein for CenturyLink.

## **13. Safety and Health.**

13.1 During the performance of work hereunder, the City will be responsible for its safety, the safety of its employees, agents or subcontractors, the public, and the worksite in general and will comply with all applicable provisions of local, state and federal law, regulations and orders affecting safety and health that apply to the Project, including but not limited to the Occupational Safety and Health Act of 1970 (herein collectively referred to as "The OSH Act"). The City Agrees that it will promptly report serious accidents and/or fatalities to CenturyLink. The City agrees that it and its subcontractors will give access to the authorized representatives of CenturyLink, the Secretary of Labor or any state or local official for the purpose of inspecting, investigating or carrying out any required duties that apply to the Project, under the OSH Act and the City will immediately notify CenturyLink that access has been sought. Upon request of CenturyLink, the City will provide CenturyLink with copies of its written safety plan and procedures and/or written assurances that the City and its subcontractors have a written safety plan in effect and that applicable OSH Act training appropriate for the work has been conducted for the City and its subcontractors, including but not limited to the requirements as defined in OSHA Excavation Standard, 29 CFR 1926.650(b) for providing a "Competent Person" at all work sites, who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to personnel, and who has the authorization to take prompt corrective measures to eliminate such hazards. The City will be responsible for coordinating its safety plan with its subcontractors, other contractors and CenturyLink, where appropriate.

13.2 CenturyLink reserves the right to shut down the CenturyLink part of work operation if it reasonably believes the City, its employees, or subcontractors are performing work in a manner that imposes imminent danger to the workers, the job site, the public, and/or CenturyLink property.

13.3 This or a substantially similar Section will appear in all of the City's subcontracts.

## **14. Confidential Information:**

**“Confidential Information”** means any and all non-public information (including but not limited to trade secrets, systems, data, customer information, defects in the Work, payment or pricing information, engineering plans and data, specifications, drawings, sketches, models, samples, designs, maps, computer programs or documentation) provided, disclosed or made accessible by CenturyLink to the City or the Contractor under this Agreement or in connection with the Work. Confidential Information also includes the terms of the Agreement. Subject to applicable law, except as expressly provided in the Agreement, the City will: (a) not use Confidential Information for any purpose other than the fulfillment of its obligations under the Agreement; (b) not disclose Confidential Information to any third party (including any affiliate of itself or of CenturyLink) without the prior written consent of CenturyLink; provided, the City may provide essential information only to the Contractor subject to a confidentiality obligation of the Contractor no less stringent than this provision; (c) not make any copies of Confidential Information without CenturyLink’s prior consent; and (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. The City and the Contractor will only disclose Confidential Information to employees and/or agents who have a "need to know" for purposes of the Agreement. The City and the Contractor will notify and inform such employees and/or agents of their obligations under the Agreement, and the City will be responsible for any breach of this section by it’s or the Contractor’s employees and/or agents. In the event the City or the Contractor is required to disclose Confidential Information pursuant to law, the City will notify CenturyLink of the required disclosure with sufficient time for CenturyLink to seek relief, will cooperate with CenturyLink in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information. Subject to applicable law, at the conclusion of the Agreement, or any time at the specific request of CenturyLink, any and all Confidential Information will be returned to CenturyLink.

**15. Assignment.** Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld.

**16. Entire Agreement.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

**17. Binding.** The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

**18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

**19. Authority.** Each party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

CENTURYLINK CORPORATION, a Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF SEATAC, a Washington Municipal Corporation

By: \_\_\_\_\_  
Name: Todd Cutts  
Title: City Manager  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

EXHIBIT A  
Plans and Specifications

**Plans and Specifications are available for review in the City Clerk's Office**

## JOINT TRENCH CONSTRUCTION AGREEMENT

### COMCAST OF WASHINGTON IV, INC./CITY OF SEATAC

THIS AGREEMENT ("Agreement"), effective as of the \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), is made by and between the City of SeaTac, a Washington Municipal Corporation ("the City"), and Comcast of Washington, IV Inc., a Washington corporation ("Comcast"). The Attachments referred to herein are incorporated by this reference.

### RECITALS

A. The City is making improvements to 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South between S. 200<sup>th</sup> St. and S. 208<sup>th</sup> St. within the City of SeaTac, Washington for the purposes of public welfare, health, and safety.

B. Comcast provides cable television service in the City and the road improvements require relocation of facilities that are owned by Comcast and other utilities service providers (the "Project").

C. The Project requires trenching within the right of way for placement of the facilities of utility service providers, including Comcast, Puget Sound Energy (PSE), CenturyLink, and the City ("the Joint Trench").

D. Comcast desires to secure the services of the City to install conduit and utility vaults underground and Comcast desires to cooperate in the planning, engineering, design and other work for such installation when and where such Joint Trench will be of mutual advantage in meeting the requirements of Comcast and the City for underground facilities service ("the Work").

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

**1. Project Description.** The joint trench will be placed in the City right-of-way along 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South between S. 200<sup>th</sup> St. and S. 208<sup>th</sup> St. The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including, without limitation, the City, CenturyLink, PSE, and Comcast. The City will send the entire project out for bid, and will enter into a contract that will include construction of the Project and construction of the Joint Trench will be included in the bid documents.

**2. Performance of Work.**

(a) In conjunction with its performance of the Project, the City, acting through its agent or contractor (“Contractor”), will perform and complete the Work. The City agrees to complete the Work in accordance with all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights of way in which the Work is to be performed.

(b) To the extent that performance of the Work requires the installation of any materials that would not be needed but for Comcast’s participation in the Project, Comcast will arrange for the purchase and delivery of such materials to the Contractor.

### **3. Responsibility of Parties.**

#### **(a) City Responsibilities**

(1) *Contractor Duties.* The Contractor will excavate the trench, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the trench, and perform any restoration required by the City within the right-of-way. The City and/or its Contractor will exercise reasonable care in the performance of the Work herein, and will install Comcast conduit and utility vaults in accordance with industry standards and the drawing provided in Exhibit A. The City’s Contractor will provide all traffic control required for the Work.

(2) *Notice of Materials Required.* The City will provide Comcast, not less than five (5) working days prior to the required delivery date, notice requesting delivery of necessary conduits and vaults.

(3) *Plan Discrepancies.* Comcast will provide written notice to the City approving the design drawings and specifications related to its facilities prior to bid advertisement. If there is any discrepancy between the City’s Plans and the Comcast Plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

#### **(b) Comcast Responsibilities**

(1) *Coordination.* Comcast will maintain continued coordination with the Contractor regarding installation of Comcast’s facilities. This coordination will include, but not be limited to the following:

(i) Comcast will attend a preconstruction meeting.

(ii) The City will provide Comcast a preliminary project schedule within one (1) week after the preconstruction meeting and a final construction schedule within thirty (30) working days after the preconstruction meeting. Comcast will be responsible for coordinating its work to meet the final construction schedule, which will be incorporated into this Agreement.

- (iii) A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from Comcast will attend each meeting and provide weekly progress reports. The Comcast representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with Section 3(a)(2).
- (iv) Comcast will furnish all materials required for the installation of Comcast conduit and utility vaults including vaults, conduits, and all other materials necessary for installation of the vaults and conduits required by the Contractor for the installation of Comcast facilities that week, not less than five (5) working days prior to the date that the work is scheduled based upon the weekly meeting, provided that Contractor gives Comcast notice in accordance with Section 3(a)(2). The Contractor will provide a reasonable location to Comcast of where the materials will be delivered. The contractor will be responsible for loss or damage to Comcast materials once properly delivered to the designated site.
- (v) Following twenty-four (24) hours notice from the City, Comcast will provide an inspector on-site to inspect the installation of all vault, handhole, and conduit installation work. Comcast's inspector will not direct the Contractor in any manner; the Comcast inspector will communicate all requests in writing to the City's inspector.
- (v) Once vault and conduit installation is completed by the City and accepted by Comcast, Comcast will provide and install all cables and any other equipment needed to complete the relocated cable system in the project area.
- (vii) Comcast will complete and activate its relocated system within forty-five (45) working days of PSE activating Comcast's power supplies within the project area.
- (viii) Comcast will perform cut-over and transfer of existing customers and facilities to the new underground cable system where applicable within forty-five (45) working days of PSE activating Comcast's power supplies within the project area.
- (ix) Comcast will remove its aerial facilities from the project area as directed by PSE.



(2) *Traffic Control.* Comcast or its contractor will provide traffic control in coordination with the contractor when Comcast or its contractor is installing its new underground cabling and splicing along with Comcast overhead construction and removing its existing overhead facilities.

(4) *Installation Not in Right of Way.* The installation of any Comcast facilities not in City right of way, including but not limited to cable, conduit, and pedestals, will be the responsibility of Comcast. Comcast will coordinate with private property owners in order to not unduly delay the City's schedule. Coordination of work, and payment for necessary easements or agreements from private property owners, is the responsibility of Comcast.

#### **4. Compensation.**

(a) Unit Price Payment. Comcast agrees to reimburse the City, as compensation for its work under this agreement. Exhibit B contains the Engineer's Estimate. Final compensation from Comcast to the City will be based upon actual Unit Bid Prices, Unit Bid Quantities, associated with approved Change Orders.

(b) Invoice. Comcast agrees to pay the City within sixty (60) days of being invoiced by the City for amounts that the contractor has invoiced the City and which Comcast has agreed to pay under this Agreement. The City will submit a monthly invoice to Comcast for actual costs incurred.

(c) Defective or Unauthorized Work. Per the terms of the agreement between the City and contractor, Comcast reserves the right to withhold payment from the City for any defective or unauthorized work performed by the contractor. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Comcast's approval. If for any reason it is necessary to satisfactorily complete any portion of the work, Comcast may complete the work using its own means.

(d) Final Payment/Waiver of Claims. The making of final payment by the parties shall constitute a waiver of claims by the contractor, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

(e) Share of additional expenses. Comcast may pay additional expenses incurred for the Work, provided such additional expenses are mutually agreed upon by the parties in writing, prior to such additional expenses being incurred. Comcast will not pay for any share of additional expenses incurred due solely to approved change requests from PSE, CenturyLink and/or the City.

#### **5. Change Orders.**

(a) Any request for change must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

(b) Any change requested by Comcast to be performed by the Contractor will be submitted to the City's Inspector, who will submit the request to the Contractor, obtain a reasonable price from the Contractor to perform the work, and notify Comcast within twenty-four (24) hours of the price. Comcast will have twenty-four (24) hours after being notified of the price to respond and confirm the requested change. Comcast will not be responsible for any delay caused to City's schedule as a result of City inspector's or Contractor's failure to provide a timely response to Comcast's requested change. Exhibit B contains the Engineer's Estimate for the cost of the work. Actual Unit Bid Prices will be used for changes when appropriate. Final payment from Comcast to the City will be based upon actual Unit Bid Quantities, Unit Bid Prices, and approved Change Orders.

**6. Schedule.**

(a) Should lane closures become necessary, Comcast or its contractor is limited to working between the hours of 8:30 AM to 3:00 PM.

(b) Once construction crews are mobilized, the conversion will be constructed in one continuous nonstop effort, end to end, until the Project is completed.

(c) The City estimates 90 working days for the Contractor to perform the Work as described in this agreement. However, the Contractor will be responsible for planning and scheduling their work and will submit a progress schedule to the City and Comcast prior to beginning construction activities.

(d) Approximately ninety (90) working days of construction crew time by Comcast or its contractor will be necessary to complete and energize the new underground distribution system. Comcast will coordinate its cable and equipment installation such that Comcast, or its contractor, will install as much of this equipment as possible prior to completion of the entire vault and conduit system by the Contractor.

(e) Comcast or its contractor will cut-over or transfer customers already served underground (off the overhead system) where applicable within ninety (90) working days from the completion of the Work. Comcast or its contractor will notify such customers 48 hours in advance of any potential pending outage.

(f) Comcast or its contractor will remove all Comcast overhead lines, conductors, devices, and equipment within one hundred five (105) working days from the completion of the Work.

**7. Notices.** All notices will be in writing and will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the parties as specified below:

If to Comcast:

Comcast  
410 Valley AVE NW  
Puyallup, WA 98371  
Attention: Thomas Perry, Construction Supervisor

If to City of SeaTac:

City of SeaTac

4800 S. 188<sup>th</sup> St.

SeaTac, WA 98188

Attention: Florendo Cabudol, Assistant City Engineer

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

**8. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington.

**9. Dispute Resolution.** Any controversy or claim, whether based on contract, statute, tort, fraud misrepresentation or other theory, related directly or indirectly to this agreement between Comcast and the City will be resolved by negotiation between the parties. Should such negotiations fail to settle such controversy or claim settlement will be reached through binding arbitration. State law, will govern the arbitrability of all claims, and the resolution of the claims. Binding arbitration will be conducted under the then current rules of JAMS.

**10. Force Majeure.** Both parties shall be excused from their performance if prevented by acts or events beyond the parties reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities (“Force Majeure Event”).

**11. Indemnification.** City will indemnify and hold harmless Comcast, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgements, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys’ fees (“Liabilities”) to the extent they arise from or in connection with: (a) fault or negligence of the City, its officers, employees, agents, Contractor, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the City under this Contract; (c) failure of the City, its officers, employees, agents, Contractor, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (d) claims under workers’ compensation or similar employee benefit acts by the City or its employees, agents, subcontractors, or subcontractors’ employees or agents.

To the extent applicable for services provided by Comcast herein, Comcast will indemnify and hold harmless the City, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and reasonable attorneys’ fees (“Liabilities”) to the extent they arise from or in connection with: (a) fault or negligence of Comcast, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability or service disruption claims relating to any material supplied by Comcast under this Contract; (c) failure of Comcast, its officers, employees, agents, subcontractors and/or representatives to comply with any applicable local, state, or federal law or regulation, including but not limited to environmental protection

laws; (d) claims under workers' compensation or similar employee benefit acts by Comcast or its employees, agents subcontractors or subcontractors' employees or agents.

Except for each party's indemnification obligations under this section, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement, even if such party has been apprised of the possibility of such damages.

## **12. Insurance.**

(a) The City shall provide Comcast a copy of the project's certificate of insurance to insure that the City and its Contractor have proper coverage and there are no liability issues related to the placement of Comcast conduits and vaults in the project.

(b) Comcast's maintains a required level of insurance under its existing Franchise with the City and that surety requirement addresses Comcast's insurance needs for this project.

## **13. Safety and Health.**

(a) During the performance of work hereunder, the City will be responsible for its safety, the safety of its employees, agents or subcontractors, the public, and the worksite in general and will comply with all applicable provisions of local, state and federal law, regulations and orders affecting safety and health that apply to the Project, including but not limited to the Occupational Safety and Health Act of 1970 (herein collectively referred to as "The OSH Act"). The City agrees that it will promptly report serious accidents and/or fatalities to Comcast. The City agrees that it and its subcontractors will give access to the authorized representatives of Comcast, the Secretary of Labor or any state or local official for the purpose of inspecting, investigating or carrying out any required duties that apply to the Project, under the OSH Act and the City will immediately notify Comcast that access has been sought. Upon request of Comcast, the City will provide Comcast with copies of its written safety plan and procedures and/or written assurances that the City and its subcontractors have a written safety plan in effect and that applicable OSH Act training appropriate for the work has been conducted for the City and its subcontractors, including but not limited to the requirements as defined in OSHA Excavation Standard, 29 CFR 1926.650(b) for providing a "Competent Person" at all work sites, who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to personnel, and who has the authorization to take prompt corrective measures to eliminate such hazards. The City will be responsible for coordinating its safety plan with its subcontractors, other contractors and Comcast, where appropriate.

(b) Comcast reserves the right to shut down the Comcast part of work operation if it reasonably believes the City, its employees, or subcontractors are performing work in a manner that imposes imminent danger to the workers, the job site, the public, and/or Comcast property.

(c) This or a substantially similar Section will appear in all of the City's subcontracts.

**14. Assignment.** Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld.

**15. Entire Agreement.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

**16. Franchise Agreement.** The City and Comcast agree that as to future projects, by entering into this Agreement, neither party has waived any rights it may have under the existing franchise agreement between the City and Comcast, and the City and Comcast expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Comcast's participation in the joint trench activity contemplated in this Agreement, and its very participation in this Agreement, shall in no event be construed as acceptance, affirmation or ratification of the City's construction of Comcast's obligation to underground and enter into a writing pursuant to the franchise agreement, and parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise-required.

**17. Attorney's Fees.** To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 8 of this Agreement.

**18. Severability.** If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

**19. Relationship.** It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall (i) have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and; (ii) be responsible for any obligation or expense whatsoever of another.

**20. Binding.** The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

**21. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

**22. Authority.** Each party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

COMCAST OF WASHINGTON IV, INC., a  
Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF SEATAC, a Washington Municipal  
Corporation

By: \_\_\_\_\_  
Name: Todd Cutts  
Title: City Manager  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Mary Mirante- Bartolo, City Attorney

EXHIBIT A  
Plans and Specifications

**Plans and Specifications are available for review in the City Clerk's Office**

**EXHIBIT B**

Engineer's Estimate



**MEMORANDUM OF UNDERSTANDING  
REGARDING THE CONNECTING 28<sup>TH</sup>/24<sup>TH</sup> AVENUE SOUTH PROJECT  
BETWEEN CITY OF SEATAC AND MIDWAY SEWER DISTRICT**

The City of SeaTac, "City", intends to complete the Street Improvement Project on 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South from the intersection at South 200<sup>th</sup> Street southerly to South 208<sup>th</sup> Street for the purposes of public welfare, health, and safety. The project includes excavation and undergrounding of utilities and reconstruction of existing roadway and construction of new roadway with new curb, gutters and a shared use path.

Midway Sewer District, "District", intends to complete an installation of sewer mains within the scope of the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project. The City and the District agree that both projects involve excavation of the right-of-way of 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South and that economic savings and convenience to the public indicate that both construction projects should occur simultaneously.

The purpose of this Memorandum is to form the basis for a cooperative public works project, to describe the responsibilities of the parties, and to provide for dispute resolution.

Inasmuch as the City's street improvement project is broader in scope than is the District's project, the City is willing to act as lead agency to facilitate the simultaneous construction.

In accordance with the foregoing facts, the City and the District agree as follows:

1. **Project.** The parties agree to cooperate in the construction of a joint project to be known as the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project, hereinafter referred to as the "Project", which shall consist of the following elements:
  - A. The City elements shall include right-of-way excavation and installation of surface water drainage facilities and other utilities, reconstruction and new construction of roadway with new curb, gutters and sidewalk.
  - B. The District elements include installation of sewer mains within the scope of the Project within the 28<sup>th</sup> Avenue South, 26<sup>th</sup> Avenue South, and 24<sup>th</sup> Avenue South right-of-way.
2. **City Responsibilities.** The City shall be the lead agency for the project. The responsibilities of the lead agency shall include:
  - A. Appoint a member of the City's engineering staff to serve as contract manager.
  - B. The City shall prepare the bid documents by incorporating the District's sewer design drawings and specifications. The City and the District shall cooperate in preparing bid specifications, based upon their respective design and

engineering documents, leading to a single bid for the Project. The bid specifications shall provide for at least two schedules, one schedule to incorporate the City elements, and one schedule to incorporate the District's elements. The City shall, consistent with the foregoing, prepare the bid documents and the contract.

- C. Advertise for bids and award the contract subject, however, to the right of the City and the District to reject all bids as to their respective schedules and mutually to reject all bids in totality.
- D. Sign a Project contract as approved by both the City and the District, with the successful bidder ("Contract") and make progress and final payments.
- E. Participate in all meetings related to the project.
- F. Inspect and approve City project elements.
- G. Inspect and approve all road surface restoration.

3. **District Responsibilities.** The responsibilities of the District shall include:

- A. Provide the lead agency with plans, specifications, and such other information relating to the District elements as is necessary to prepare the bid documents for advertisement by May 15<sup>th</sup>, 2015.
- B. Review and approve bid documents as mutually prepared not later than 10 days following submission thereof by the City.
- C. Secure all necessary easements related to District work prior to construction.
- D. Participate in all meetings related to the project.
- E. Accept or reject any or all bids as to the District's schedule.
- F. Inspect and approve District work elements in a timely manner so as to not delay construction activities.
- G. Make such progress and final payments to the City as the contract manager shall direct. Such payments shall be made by the District within 30 days of notice by the City.

4. **Contract Manager.** The responsibilities of the contract manager shall include:
  - A. Oversee preparation of the bid documents.
  - B. Oversee preparation of the construction contract.
  - C. Chair periodic construction meetings and maintain minutes.
  - D. Direct periodic payments to contract and prepare invoice to the District.
  - E. Recommend to the parties' final acceptance of the work, and upon acceptance of the work by both parties, direct final payment.
5. **Change Orders.** All change orders shall be subject to review and recommendation by the project manager. The City shall have the right to approve or reject change orders relating to City elements. The District shall have the right to approve or reject change orders relating to District elements. The parties shall mutually accept or reject change orders relating to joint elements. Any dispute between the parties as to proportional payment for joint element change orders shall be resolved pursuant to item 8, below.
6. **Right-of-Way Permit.** By reason of the joint construction contemplated by this Memorandum, no City right-of-way permit or fees will be required of the District for the joint construction within the right-of-way of the subject portion of International Boulevard.
7. **Hold Harmless.** The City and the District agree to defend, save, keep, and hold harmless the other, its officers, agents, employees, and volunteers from any and all damages, costs or expenses in law or equity that may any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of, or which may be occasioned any willful or negligent act or omission of the municipal entity arising out of the activities which are the subject of this Memorandum of Understanding. The construction specification shall include the usual indemnification clause to protect the City and the District.
8. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction Rules resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence.

9. **Applicable Law.** All questions related to this Agreement shall be resolved under the laws of the State of Washington.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**CITY OF SEATAC**

**MIDWAY SEWER DISTRICT**

By: \_\_\_\_\_  
Todd Cutts

By: \_\_\_\_\_  
Ken J. Kase

Title: City Manager

Title: General Manager

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Mary E. Mirante-Bartolo  
City Attorney

\_\_\_\_\_  
Brian Snure  
Attorney for Midway Sewer District

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND HIGHLINE WATER  
DISTRICT FOR CONSTRUCTION OF WATER DISTRIBUTION FACILITIES AS PART OF  
THE CONNECTING 28<sup>th</sup>/24<sup>th</sup> AVENUE SOUTH PROJECT**

THIS AGREEMENT ("Agreement") is entered into between the **City of SeaTac**, a Washington Municipal Corporation, located and doing business at 4800 South 188th Street, SeaTac, Washington 98188 ("CITY") and **Highline Water District**, a Washington Municipal Corporation, located and doing business at 23828 30<sup>th</sup> Avenue South, Kent, Washington 98032 ("DISTRICT"); (individually a "Party" and collectively the "Parties").

**RECITALS**

- A. The CITY is constructing roadway improvements to connect 28<sup>th</sup> Ave S and 24<sup>th</sup> Ave S between S 202<sup>nd</sup> St and S 208<sup>th</sup> St within the City of SeaTac, Washington ("PROJECT").
- B. The DISTRICT has a Franchise with the CITY to operate and maintain water distribution facilities within the CITY's right-of-way in the vicinity of the PROJECT.
- C. The DISTRICT desires to install water distribution facilities ("DISTRICT WORK") within the Project limits.
- D. The CITY is willing to include the installation of the DISTRICT WORK as part of the Project conditioned on the District reimbursing the CITY for the cost to administer and install the DISTRICT WORK.
- E. The Parties can achieve cost savings and benefits in the public's interest by combining construction of PROJECT and DISTRICT WORK.

**AGREEMENT**

**Section 1. General:** The CITY, as agent acting for and on behalf of the DISTRICT, agrees to perform the DISTRICT WORK, in accordance with and as described in the Scope of Work marked **Exhibit A** and Plans and Specifications marked **Exhibit B** attached hereto, which by this reference are made part of this Agreement.

**Section 2. Construction Plans:** Plans, Specifications and cost estimates for the DISTRICT WORK have been prepared by the DISTRICT generally in accordance with the 2014 State of Washington Standard Specifications for Road, Bridge and Municipal Construction, DISTRICT Standard Specifications as applicable, and adopted design standards ("Plans and Specifications"). The DISTRICT hereby approves the Scope of Work for the DISTRICT WORK as described in **Exhibit A** attached hereto and incorporated herein by this reference ("Scope of Work").

**Section 3. Bidding and Construction:** The CITY is hereby designated the DISTRICT's construction agent for the DISTRICT WORK. The CITY will incorporate the DISTRICT's Plans and Specifications into the Project as a separate additive schedule to the PROJECT contract in

such a manner as to allow, to the greatest extent possible, identification of cost allocations between the respective work for the Parties. The CITY shall thereafter advertise the resulting Project for competitive bid. Following the CITY's receipt of bids for the Project work, the CITY shall furnish the DISTRICT with the bid, bid prices, and the list of contractors and subcontractors for the DISTRICT WORK for the DISTRICT's approval. DISTRICT shall review the bid documents and notify CITY in writing within ten (10) business days of the receipt of the bid whether the DISTRICT approves or rejects the bid(s) for the DISTRICT WORK. The DISTRICT has the right to reject the bid if the bid exceeds the engineer's estimate for the DISTRICT WORK by 25% as shown on **Exhibit C** ("Cost of Work" or "Engineer's Estimate"). The CITY shall not proceed with the DISTRICT WORK if the above conditions are met and the CITY has received written notification from the DISTRICT that the DISTRICT rejects the bid(s). Bid award shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations. However, if the DISTRICT rejects the bid for the DISTRICT WORK, the DISTRICT may elect not to proceed with the DISTRICT WORK, or may select its own contractor to do the DISTRICT WORK deemed necessary. If the DISTRICT elects to proceed with the DISTRICT WORK, the DISTRICT shall require its contractor to coordinate all DISTRICT WORK within the Project work area with the CITY contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the CITY'S contractor or the work by other utilities.

Once the Project contract is awarded, the CITY will administer and manage the contract. As construction agent, the CITY will perform all engineering, survey and field inspections and shall make all payments to the Contractor. The CITY will keep the DISTRICT advised as to the progress of the Project. The CITY, as construction agent, shall have final judgment, after consulting with the DISTRICT, with regards to decisions related to the work of the Contractor.

**Section 4. Authority to Construct:** Subject to the provisions in Section 3 herein, the DISTRICT hereby authorizes the CITY to proceed with construction in accordance with **Exhibits A, B and C** for the purpose intended by this Agreement, and as further described in Section 8.

**Section 5. Inspection by District:** The DISTRICT shall furnish an inspector on the Project. Any costs for such inspection will be borne solely by the DISTRICT. All contact between the DISTRICT's inspector and the CITY's Contractor shall be through the CITY's representatives.

**Section 6. Acceptance:** The CITY shall conduct a field review of each constructed facility with representatives of the DISTRICT and shall further require all punchlist items to be corrected to the satisfaction of the DISTRICT and the CITY before final acceptance by the CITY. The DISTRICT agrees, upon satisfactory completion of the work involved as determined by the DISTRICT, to deliver a Letter of Acceptance of the DISTRICT WORK to the CITY. The DISTRICT's acceptance of the DISTRICT WORK shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's or contractors' warranties. Final acceptance of the Project shall be by the CITY after inspection by all agencies involved.

**Section 7. Payment:** The DISTRICT, in consideration of the faithful performance of the work to be done by the CITY, agrees to reimburse the CITY for the actual direct construction cost of all work specified in **Exhibit C** plus an additional ten percent (10%) of the final

construction cost to cover Construction Management costs (e.g., project management, construction administration, inspection). Payment shall be made by the DISTRICT to the CITY within sixty (60) calendar days of the DISTRICT's acceptance of the DISTRICT WORK as referenced in Section 6, upon the request of the CITY, to cover actual direct costs incurred by the CITY. Costs shall include the DISTRICT's portion of the Contractor's construction costs, sales tax, and the CITY's Construction Management cost as included in the final construction cost.

**Section 8. Extra Work:** If unforeseen causes require an increase in the DISTRICT's cost obligation of twenty-five percent (25%) or more from the cost included in **Exhibit C**, this Agreement shall be modified and amended by supplemental agreement covering the increased cost for the DISTRICT WORK. In the event it is determined that any "substantial change" from the description of the work contained in the Agreement is required, the CITY shall obtain written approval from the DISTRICT before undertaking such additional or changed work. "Substantial change" is defined as any changes requiring an increase in the DISTRICT's financial obligation (per **Exhibit C**) greater than twenty-five percent (25%). The CITY shall provide prior written notice to the DISTRICT for all changes to the DISTRICT's portion of the work regardless of the financial obligation.

**Section 9. Emergency Repairs:** Prior to CITY acceptance of Contractor's work, if there is a need for emergency repair and the CITY's Contractor is unable to perform such repair in a timely manner, the DISTRICT shall have the right to enter upon the CITY's right-of-way and complete said emergency repair. Emergency repairs are defined as work performed by CITY or DISTRICT forces to stabilize, remove immediate hazards or dangers by cutting and capping water mains, and restoring immediate utility services to customers in the area. Upon completion of any emergency repairs by the CITY or the DISTRICT, the CITY and the DISTRICT shall cooperatively determine each Party's financial responsibility.

**Section 10. Ownership of Completed Lines:** The CITY agrees that the waterline and appurtenances become the property of the DISTRICT on the date the CITY receives full payment for the DISTRICT WORK or the CITY grants final acceptance of the DISTRICT work, whichever is later. The CITY shall forward and assign to the DISTRICT any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The CITY shall submit redline drawings to the DISTRICT upon completion of the Project for DISTRICT review and approval. The CITY's Contractor shall warrant the workmanship and materials utilized in the Improvements to be free of defects for a period of one (1) year from the date of transfer; provided the DISTRICT shall retain any rights, claims or demands the DISTRICT may have against the CITY's contractor relating to the DISTRICT's work under applicable statutes of limitation.

**Section 11. Legal Relations:** The CITY and the DISTRICT agree to defend, save, keep, and hold harmless the other, its officers, agents, employees, and volunteers from and against any and all damages, costs or expenses in law or equity that may any time arise out of or related to damages to property or personal injury received by reason of, or in the course of, or which may be occasioned by any willful or negligent act or omission of the Either Party arising out of the activities which are the subject of this Agreement.

The CITY shall require the contractor constructing the Project to have the DISTRICT, its elected and appointed officers, agents and employees named as an insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s), with the CITY's Contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the CITY with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The CITY shall provide the DISTRICT with copies of all such policies and documents upon receipt of same by the CITY.

The CITY shall require the contractor building the Project to indemnify, defend, and save harmless the DISTRICT and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the DISTRICT or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the DISTRICT solely for the purposes of the indemnification.

**Section 12. Resolution of Disputes and Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located in Kent, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law, provided, however, nothing in this paragraph shall be construed to limit the CITY's or DISTRICT's right to indemnification under Section 11 of this Agreement.

**Section 13. Written Notice:** Any notice under this Agreement will be in writing and shall be delivered by mail or hand delivery (copies may be emailed) to the parties as specified below:

**If to the DISTRICT:** Highline Water District  
23828 30th Avenue South  
P.O. Box 3867  
Kent, WA 98032-3867  
Attn: Jeremy DelMar  
Email: [jdelmar@highlinewater.org](mailto:jdelmar@highlinewater.org)



If to the CITY: City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
Attn: Florendo Cabudol, Assistant City Engineer  
Email: fcabudol@ci.seatac.wa.us

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

**Section 14. Assignment:** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void.

**Section 15. Modification:** No waiver, alteration, or modification of any of the provisions for the Agreement shall be binding unless in writing and signed by a duly authorized representative of the CITY and the DISTRICT.

**Section 16. Entire Agreement:** The written provisions and terms of this Agreement together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of either Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. This document, including all Exhibits, is the entire Agreement between the Parties. Should any language in any of the Exhibits to the Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**Section 17. Effective Date:** This Agreement shall be effective as to all Parties on the last date signed below ("Effective Date").

**IN WITNESS WHEREOF, this Agreement** is executed by the Parties by their authorized officers indicated below

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SEATAC

HIGHLINE WATER DISTRICT

\_\_\_\_\_  
Todd Cutts  
City Manager

\_\_\_\_\_  
Matt Everett  
General Manager

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mary E. Mirante-Bartolo  
City Attorney

# **EXHIBIT A**

## **SCOPE OF WORK**

### **CITY PROJECT**

The scope of work for the City's Project is to construct new roadway to connect 28<sup>th</sup> Ave S to 24<sup>th</sup> Ave S from S 200<sup>th</sup> St to S 208<sup>th</sup> St. Work will include but not limited to traffic control, temporary erosion and sedimentation control, roadway embankment, storm water and other underground utilities, paving, surface restoration, and other work as necessary to build a new and complete roadway.

### **DISTRICT WORK**

The scope of the DISTRICT WORK generally consists of the installation of approximately 950 LF of 8-inch diameter ductile iron water main along 24<sup>th</sup> Ave S, as described in the Plans and Specifications prepared by Kennedy Jenks Consultants. Work shall also include all fittings, valves, hydrants, services and other water system appurtenances necessary for a complete water system. The District will abandon the existing water main in place.

### **CONSTRUCTION WORK SCHEDULE**

The estimated start date for construction of the Project, including District Work, and Pavement Restoration, is July 30, 2015. The anticipated project duration is 310 working days.

**EXHIBIT B**  
**PLANS AND SPECIFICATIONS**

The Plans and Specifications for the District work shall be the advertisement-ready documents as prepared by Kennedy Jenks, Consultants, and issued by the District, including any addenda or amendments thereto.

**Plans and Specifications are available for review in the City Clerk's Office**

**EXHIBIT C**

**COST OF WORK**

**Engineers Estimate for Highline Water District Work**

**(Schedule C)**

**STREET LIGHTING  
 AUTHORIZATION LETTER**

March 19, 2015

Florendo Cabudol Jr., P.E.  
 Assistant City Engineer  
 City of SeaTac  
 4800 South 188th Street  
 SeaTac, WA 98188-8605

44 Street Lights – 24th/28th Ave S Conversion

Dear Mr. Cabudol:

The cost for the installation of 22-30' Mounting Height, Lumec Sole City, Grey, Aluminum, base mounted poles with integrated bracket arm and 108 Watt LED luminaires and 22-10' tall, 54 Watt LED, Lumec Sole City Vertical Projection Light Posts, plus all secondary circuitry is **\$453,278.72** It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

After reviewing the enclosed please sign and return this Letter, the Schedule 51 Custom Street Lighting Order. **Return one copy of this Letter and one copy of the each Custom Street Lighting Orders in the self-address envelope provided, and retain the other copy for your file.** The payment of \$ 453,278.72 will become due upon completion. Upon receipt of the signed agreement there could be up to a 16 week waiting period for us to procure the necessary materials.

**The following are conditions that may be required before construction of this system:**

1. In the area where we are placing our cables and equipment, it is assumed finished grade has been established.
2. Mild restoration is included.
3. Customer will provide trenching, back filling, 2" conduit, and pole holes to the depth of 5' x 30" (for all 30' tall poles) and 3' x 18" (for the 10' vertical light poles) with a corrugated plastic culvert pipe or equivalent.
4. Customer is responsible for proper pole locations. \*note that lighting analysis and design was provided by CH2MHill
5. PSE will provide the concrete footings, poles, arms, luminaries and street light wire.
6. If Permits or Flaggers are required for construction it is your responsibility to reimburse PSE these costs.
7. Right-of-way and/or Easements may also be required from you or adjacent property owners, but not likely.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425.456.2526

Sincerely,



Danielle Troupe  
 Account Manager, Intolight

The above contingencies are accepted and authorization is given:

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



3380 146th Place SE #310  
 PO Box 97034, LEC-OFC  
 Bellevue, Washington 98009-9734  
*Lighting Services from Puget Sound Energy*

T (425) 456-2496  
 F (425) 462-3149

PROJECT NAME: SeaTac 24th/28th Ave S Conversion  
 LOCATION: 24th/28th Ave S, north of S 208th ST, SeaTac

Order #: 105077222

### CUSTOM STREET LIGHTING ORDER

This order dated March 19, 2015 to PUGET SOUND ENERGY, Inc. (PSE) from the City of SeaTac (Customer) covers the installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE's Schedule 51, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be \$453,278.72. Value of the system used to determine the monthly facilities charge is \$ 336,618.15.

Description:

- (22) 108 Watt LED, Lumec Sole City luminaires
- (22) 30' Mounting Height, Lumec Sole City, Grey, Aluminum pole with integrated bracket arm
- (22) 10' tall, 54 Watt LED, Lumec Sole City Vertical Projection Light Posts

The basis of the monthly facilities charge under Rate Schedule 51, is as follows:

**Monthly facilities** charge is equal to 0.180% x value of the system.  
 $0.00180 \times \$ 336,618.15 = \$ 605.91$

The basis of the monthly energy charge under Rate Schedule 51 is as follows:

22 – 108 Watt LED units x \$4.27	=	\$ 93.94
22 – 54 Watt LED units x \$2.07	=	\$ 45.54
<b>Total monthly energy</b> charge	=	<b>\$ 139.48</b>

The total monthly charge for this installation is:

<b>Monthly facilities</b> charge	\$ 605.91
<b>Monthly energy</b> charge	<u>\$ 139.48</u>
<b>Total monthly charge:</b>	<b>\$ 745.39</b>

INTOLIGHT<sup>®</sup>

3380 146th Place SE #310  
PO Box 97034, LEC-OFC  
Bellevue, Washington 98009-9734  
*Lighting Services from Puget Sound Energy*

T (425) 456-2496  
F (425) 462-3149

**CUSTOM STREET LIGHTING ORDER (Continued)**  
**PROJECT NAME: SeaTac 24th/28th Ave S Conversion**

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Monthly Billing will be sent to: The City of SeaTac.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 51.

Customer: The City of SeaTac

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

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

Title: \_\_\_\_\_

Company: Puget Sound Energy

By.  \_\_\_\_\_  
Danielle Troupe

Date: March 19, 2015

Title: Account Manager, Lighting Services for Puget Sound Energy



**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Public Works

Agenda Bill #: 3680

**TITLE:** An Ordinance amending Chapter 11.30 of the SeaTac Municipal Code related to Commute Trip Reduction, and adopting the City of SeaTac Commute Trip Reduction Plan Update.

<i>March 12, 2015</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b> <u>04/14/15 RCM</u>	
<b>Ord/Res Exhibits:</b> <u>Exhibit A – Commute Trip Reduction Plan Update</u>	
<b>Review Dates:</b> <u>03/24/15 CSS</u>	
<b>Prepared By:</b> <u>Karen Spencer, Administrative Assistant III</u>	
<b>Director:</b> <u><i>[Signature]</i></u>	<b>City Attorney:</b> <u><i>Marymichelle Baroto</i></u>
<b>Finance:</b> <u><i>N/A</i></u>	<b>BARS #:</b> <u><i>N/A</i></u>
<b>City Manager:</b> <u><i>Todd Curtis</i></u>	<b>Applicable Fund Name:</b> <u><i>N/A</i></u>

*[Handwritten initials]*

**SUMMARY:** The State has adopted a new State Commute Trip Reduction Plan (CTR) for 2015-2019, and has set goals and guidelines for local jurisdictions to adopt as updates to local CTR plans. In addition, the State has developed a new key term for measuring jurisdiction's and worksites' CTR performance. This necessitates amending our municipal code and adopting a CTR Plan Update.

**DISCUSSION / ANALYSIS / ISSUES:** State law establishes that local Commute Trip Reduction (CTR) plans shall be updated at least every four years, in order to establish new program strategies and update other elements as needed. The State adopted new goals statewide for the next four years, 2015 to 2019. They also developed a new performance measure for the CTR program, Non Drive Alone Travel (NDAT), which is opposite from the current Drive Alone Rate that has been a major CTR performance measurement. NDAT means all travel to work other than single-occupant vehicles, including travel avoided by telework, alternative work schedules, or compressed work weeks. The State offered local jurisdictions the choice to adopt the new state CTR goals as is, or to adopt the state goals with some locally tailored targets. SeaTac, Tukwila, Federal Way, Kent and Renton chose to collaborate as a south end coalition for implementation of CTR programs using a regionalized performance target. The City is required to adopt these new goals and local targets as an Update to our CTR Plan.

**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** None.

**ALTERNATIVE(S):** Failure to adopt the CTR Plan Update would put the City out of compliance with State law.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 11.30 of the SeaTac Municipal Code related to Commute Trip Reduction, and adopting the City of SeaTac Commute Trip Reduction Plan Update.

**WHEREAS**, RCW 70.94.521 through 70.94.555 provides that the City is required to develop and implement a program and plan to reduce single occupant vehicle commute trips and vehicle miles traveled by employees at major worksites; and

**WHEREAS**, WAC 468-63-040 establishes new statewide minimum program goals and targets for local jurisdictions and includes a newly defined performance criteria of Non Drive Alone Travel (NDAT); and

**WHEREAS**, WAC 468-63-040 (1) (e) establishes that the local CTR plan shall be updated at least once every four years, in order to establish new four-year targets and program strategies and update other elements as needed;

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

**Section 1.** The purpose of this Ordinance is to improve air quality, reduce traffic congestion and minimize energy consumption. These regulations ~~are prepared to comply with RCW 70.94.521 through 70.94.555.~~ This Ordinance does this by requiring employer-based programs that encourage employees to find alternatives to drive alone commuting with collaboration between the City of SeaTac and affected employers.

**Section 2.** Chapter 11.30 of the SeaTac Municipal Code is hereby amended to read as follows:

**11.30.010. Definitions.** The following definitions shall apply to this Chapter:

"Affected Employee" means a full-time employee who begins his or her regular work day at a single worksite covered by the Commute Trip Reduction Plan between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays for at least twelve continuous months who is not an independent contractor. Seasonal agricultural employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees.

"Affected Employer" means an employer that employs one hundred (100) or more full-time employees at a single worksite covered by the Commute Trip Reduction Plan who are scheduled

(inclusive) on two or more weekdays for at least twelve continuous months who is not an independent contractor. Seasonal agricultural employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees.

"Affected Employer" means an employer that employs one hundred (100) or more full-time employees at a single worksite covered by the Commute Trip Reduction Plan who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays for at least twelve continuous months. Construction worksites, when the expected duration of the construction is less than two years, are excluded from this definition.

"Alternative Mode" means any means of commute transportation other than that in which the single-occupant motor vehicle is the dominant mode, including telecommuting and compressed work week schedules if they result in reducing commute trips.

"Alternative Work Schedules" mean programs such as compressed work week schedules that eliminate work trips for affected employees.

"Base year" means the twelve-month period which commences when a major employer is determined by the jurisdiction to be participating within the CTR program. The City of SeaTac uses this twelve-month period as the basis upon which it develops commute trip reduction goals.

"Base year survey" or "baseline measurement" means the survey, during the base year, of employees at a major employer worksite to determine the non-drive-alone rate and vehicle miles traveled per employee at the worksite. The jurisdiction uses this measurement to develop commute trip reduction goals for the major employer. The baseline measurement must be implemented in a manner that meets the requirements specified by City of SeaTac.

"Carpool" means a motor vehicle, including a motorcycle, occupied by two to six people of at least 16 years of age traveling together for their commute trip, resulting in the reduction of a minimum of one motor vehicle commute trip.

"Commute Trips" mean trips made from a worker's home to a worksite (inclusive) on weekdays.

"CTR" is the abbreviation of Commute Trip Reduction.

"CTR Program" means an employer's strategies to ~~reduce~~increase employees' non-drive alone commutes and reduce average VMT per employee.

"Commute trip vehicle miles traveled per employee" means the sum of the individual vehicle commute trip lengths in miles over a set period divided by the number of full-time employees during that period.

"Compressed Work Week" means an alternative work schedule, in accordance with employer policy, that regularly allows a full-time employee to eliminate at least one work day every two weeks by working longer hours during the remaining days, resulting in fewer commute trips by the employee. This definition is primarily intended to include weekly and bi-weekly

arrangements, the most typical being four 10-hour days or 80 hours in nine days, but may also include other arrangements.

"Custom Bus/Buspool" means a commuter bus service arranged specifically to transport employees to work.

"Dominant Mode" means the mode of travel used for the greatest distance of a commute trip.

"Drive Alone" means a single-occupant vehicle. ~~motor vehicle occupied by one (1) employee for commute purposes, including a motorcycle.~~

"Employee Transportation Coordinator (ETC)" means a person who is designated as responsible for the development, implementation and monitoring of an employer's CTR program.

"Employer" means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district, or other individual or entity, whether public, non-profit, or private, that employs workers.

"Exemption" means a waiver from any or all CTR program requirements granted to an employer by City of SeaTac based on unique conditions that apply to the employer or employment site.

"Flex-Time" is an employer policy that provides work schedules allowing individual employees flexibility in choosing the start and end time but not the number of their working hours.

"Full-Time Employee" means a person, other than an independent contractor, whose position is scheduled on a continuous basis for 52 weeks for an average of at least 35 hours per week.

"Good Faith Effort" means that an employer has met the minimum requirements identified in RCW 70.94.531 and this Chapter, and is working collaboratively with the City of SeaTac to continue its existing CTR program or is developing and implementing program modifications likely to result in improvements to its CTR program over an agreed-upon length of time.

"Implementation" means active pursuit by an employer of the CTR goals of RCW 70.94.521-555 and this Chapter as evidenced by appointment of an employee transportation coordinator (ETC), distribution of information to employees regarding alternatives to drive alone commuting, and commencement of other measures according to its approved CTR program and schedule.

"A major employer" means a private or public employer, including state agencies, that employs one hundred or more full-time employees at a single worksite who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m.—on weekdays for at least twelve continuous months.

"Major employer worksite" or "affected employer worksite" or "worksite" means the physical location occupied by a major employer, as determined by the City of SeaTac.

“Major employment installation” means a military base or federal reservation, excluding tribal reservations, or other locations as designated by City of SeaTac, at which there are one hundred or more affected employees.

“Mode” means the means of transportation used by employees, such as single-occupant motor vehicle, rideshare vehicle (carpool or vanpool), transit, ferry, bicycle, walking, compressed work week schedule and telecommuting.

“Non Drive Alone Travel (NDAT)” means travel by a method other than single-occupant vehicle. Travel avoided by telework, alternative work schedules, or condensed work weeks shall also be considered as non-drive-alone travel.

“Notice” means written communication delivered via the United States Postal Service with receipt deemed accepted three days following the day on which the notice was deposited with the Postal Service unless the third day falls on a weekend or legal holiday in which case the notice is deemed accepted the day after the weekend or legal holiday.

“Peak Period” means the hours from 6:00 a.m. to 9:00 a.m. (inclusive), Monday through Friday, except legal holidays.

“Peak Period Trip” means any commute trip that delivers the employee to his/her worksite to begin his or her regular workday between 6:00 a.m. and 9:00 a.m. (inclusive), Monday through Friday, except legal holidays.

~~“Proportion of Drive Alone Trips” or “Drive Alone Rate” means the number of commute trips over a set period made by employees in single occupancy vehicles divided by the number of potential trips taken by employees working during that period.~~

“Ride Matching Service” means a system which assists in matching commuters for the purpose of commuting together.

“Teleworking” or “Telecommuting” means the use of telephones, computers, or other similar technology to permit an employee to work from home, eliminating a commute trip, or to work from a work place closer to home, reducing the distance traveled in a commute trip by at least half.

“Transit” means a multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, passenger ferry, rail, shared-ride taxi, shuttle bus, or vanpool.

“Transportation Demand Management (TDM)” means a broad range of strategies that are primarily intended to reduce and reshape demand on the transportation system.

“Transportation Management Association (TMA)” means a group of employers or an association representing a group of employers in a defined geographic area. A TMA may represent employers within specific city limits or may have a sphere of influence that extends beyond city limits.

"Vanpool" means a vehicle occupied by from five (5) to fifteen (15) people traveling together for their commute trip, resulting in the reduction of a minimum of one motor vehicle trip.

"Vehicle Miles Traveled (VMT) Per Employee" means the sum of the individual vehicle commute trip lengths in miles made by employees over a set period divided by the number of employees during that period.

"Week" means a seven-day calendar period starting on Monday and continuing through Sunday.

"Weekday" means any day of the week except Saturday or Sunday.

~~"Writing," "Written," or "In Writing" means original signed and dated documents. Facsimile (fax) transmissions are a temporary notice of action that must be followed by the original signed and dated document via mail or delivery.~~

**11.30.015. –City of SeaTac CTR Plan.** The goals established for the City and affected employers in the City are set forth in the City of SeaTac's Commute Trip Reduction ~~Plan~~Plan, as adopted by the SeaTac City Council.

**11.30.020.- Commute Trip Reduction Goals.**

A. The City of SeaTac's goals for ~~reducing the proportions~~increasing the proportions of non-drive-alone trips of drive-alone commute trips and reducing vehicle miles traveled per employee by affected employers in the City's jurisdiction, ~~major employment installations, and other areas designated by the City~~ are hereby established as referenced in the City of SeaTac's CTR Plan Update. These goals establish the desired level of performance for the CTR program in its entirety in City of SeaTac. The City of SeaTac will set the individual worksite goals for affected employers based on how the worksite can contribute to City of SeaTac's overall goal established in the CTR plan.

**B. Commute Trip Reduction Goals for Affected Employers.**

1. The ~~drive-alone~~NDAT and VMT goals for affected employers in City of SeaTac are hereby established as set forth in the City's CTR Plan Update.
2. If the goals for an affected employer or newly affected employer are not listed in the CTR Plan Update, they shall be established by the City of SeaTac at a level designed to achieve City of SeaTac's overall goals for the jurisdiction and other areas as designated by the City of SeaTac. The City of SeaTac shall provide written notification of the goals for each affected employer worksite by providing the information when City of SeaTac reviews the employer's proposed program and incorporating the goals into the program approval issued by the City of SeaTac.

**11.30.030.- Implementation Responsibility.** The City Manager or designee shall be responsible for implementing this Chapter, the CTR Plan Update, and the City of SeaTac CTR program

together with any authority necessary to carry out such responsibilities such as rule-making or certain administrative decisions.

#### **11.30.040. Applicability.**

A. The provisions of this Chapter shall apply to any affected employer within the geographic limits of the City of SeaTac's CTR Plan.

B. **Notification of Applicability.** In addition to the City of SeaTac's established public notification for adoption of an ordinance, a notice of availability of a summary of an ordinance, a notice of the requirements and criteria for affected employers to comply with this Chapter, and subsequent revisions shall be published at least once in the City of SeaTac's official newspaper not more than 30 days after adoption of this Chapter.

Affected employers located in the City of SeaTac are to receive written notification that they are subject to this Chapter. Such notice shall be addressed to the company's chief executive officer, senior official, CTR program manager, or Employee Transportation Coordinator at the worksite. Such notification shall provide 90 days for the affected employer to perform a baseline measurement consistent with the measurement requirements specified by the City of SeaTac.

Affected employers that, for whatever reason, do not receive notice within 30 days of adoption of this Chapter and are either notified or identify themselves to the City of SeaTac within 90 days of the adoption of this Chapter will be granted an extension to assure up to 90 days within which to perform a baseline measurement consistent with the measurement requirements specified by the City of SeaTac.

Affected employers that have not been identified or do not identify themselves within 90 days of the adoption of this Chapter and do not perform a baseline measurement consistent with the measurement requirements specified by the City of SeaTac within 90 days from the passage of this Chapter are in violation of this Chapter.

If an affected employer has already performed a baseline measurement, or an alternative acceptable to the City of SeaTac, under previous iterations of this Chapter, the employer is not required to perform another baseline measurement.

C. **Newly Affected Employers.** Employers meeting the definition of "affected employer" in this Chapter must identify themselves to the City of SeaTac within 90 days of either moving into the boundaries of the City of SeaTac or ~~growing in employment~~increasing in employees at a worksite ~~to one hundred (100) or more affected employees.~~ Employers who do not identify themselves within 90 days are in violation of this Chapter.

Newly affected employers identified as such shall be given 90 days to perform a baseline measurement consistent with the measurement requirements specified by the City of SeaTac. Employers who do not perform a baseline measurement within 90 days of receiving written notification that they are subject to this Chapter are in violation of this Chapter.

Not more than 90 days after receiving written notification of the results of the baseline measurement, the newly affected employer shall develop and submit a CTR Program to the City of SeaTac. The program will be developed in consultation with ~~the~~ City of SeaTac staff to be consistent with the goals of the CTR Plan Update adopted. The program shall be implemented not more than 90 days after approval by City of SeaTac. Employers who do not implement an approved CTR Program according to this schedule are in violation of this Chapter ~~and subject to the penalties outlined in SMC 11.30.080.~~

Newly affected employers will be given 90 days to designate an employee transportation coordinator (ETC) to work closely with ~~the~~ City of SeaTac staff to develop, implement, and monitor strategies and processes to meeting defined CTR goals for their job site. If for any reason the ETC is displaced from their position, a new ~~transportation coordinator~~ETC must be designated by the employer within 90 days. Employers who fail to designate an ETC within 90 days of being identified as an affected employer are in violation of this Chapter.

**D. Change in Status as an Affected Employer.** Any of the following changes in an employer's status will change the employer's CTR program requirements:

1. If an employer initially designated as an affected employer no longer employs one hundred (100) or more affected employees and expects not to employ one hundred (100) or more affected employees for the next twelve (12) months, that employer is no longer an affected employer. It is the responsibility of the employer to notify the City of SeaTac that it is no longer an effected employer. ~~an affected employer.~~ The burden of proof lies with the employer.
2. If the same employer returns to the level of one hundred (100) or more affected employees within the same twelve (12) months, that employer will be considered an affected employer for the entire 12 months and will be subject to the same program requirements as other affected employers.
3. If the same employer returns to the level of one hundred (100) or more affected employees twelve (12) or more months after its change in status to an "unaffected" employer, that employer shall be treated as a newly affected employer and will be subject to the same program requirements as other newly affected employers.

**E. Requirements for Employers – RCW 70.94.531.** An affected employer is required to make a good faith effort, as defined in RCW 70.94.534(2) and this Chapter, to develop and implement a CTR program that will encourage its employees to reduce VMT per employee and increase non-drive alone commute trips. The CTR program must include the mandatory elements as outlined in SMC 11.30.050.

### **11.30.050 Program Elements.**

**A. Mandatory Program Elements.** Each employer's CTR program shall include the following mandatory elements:



1. Employee Transportation Coordinator (ETC). The employer shall designate an Employee Transportation Coordinator (ETC) to administer the CTR program. The ETC and/or designee's name, location, and telephone number must be prominently displayed physically or electronically at each affected worksite. The ETC shall oversee all elements of the employer's CTR program and act as liaison between the employer and the City of SeaTac. The objective is to have an effective transportation coordinator presence at each worksite; an affected employer with multiple sites may have one ETC for all sites. The ETC must complete the basic ETC training provided by King County within six months of being designated as ETC.
2. Information Distribution. Information about alternatives to drive alone commuting as well as a summary of the employer's CTR Program shall be provided to employees at least once a year and to new employees at the time of hire. The summary of the employer's CTR Program shall also be submitted to the City of SeaTac with the employer's program description and regular report.

**B. Additional Program Elements.** In addition to the specific program elements described above, the employer's CTR program shall include additional elements as needed to meet CTR goals. Elements may include, but are not limited to, one or more of the following:

1. Provision of preferential parking for high-occupancy vehicles;
2. Reduced parking charges for high-occupancy vehicles;
3. Instituting or increasing parking charges for drive alone commuters;
4. Provision of commuter ride matching services to facilitate employee ridesharing for commute trips;
5. Provision of subsidies for rail, transit, or vanpool fares and/or transit passes;
6. Provision of vans or buses for employee ridesharing;
7. Provision of subsidies for carpools, walking, bicycling, teleworking, or compressed schedules;
8. Provision of incentives for employees that do not drive alone to work;
9. Permitting the use of the employer's vehicles for carpooling or vanpooling;
10. Permitting flexible work schedules to facilitate employees' use of transit, carpools, or vanpools;
11. Cooperation with transportation providers to provide additional regular or express service to the worksite;
12. Construction of special loading and unloading facilities for transit, carpool, and vanpool users;
13. Provision of bicycle parking facilities, lockers, changing areas, and showers for employees who bicycle or walk to work;
14. Provision of a program of parking incentives such as a rebate for employees who do not use the parking facilities;
15. Establishment of a program to permit employees to work part- or full-time at home or at an alternative worksite closer to their homes which reduces commute trips;
16. Establishment of a program of alternative work schedules, such as a compressed work week, which reduces commute trips;

17. Implementation of other measures designed to facilitate the use of high-occupancy vehicles, such as on-site day care facilities, emergency taxi services, or guaranteed ride home programs;
18. Charging employees for parking, and/or the elimination of free parking; and
19. Other measures that the employer believes will reduce the number and length of commute trips made to the site.

**C. CTR Program Report and Description.**

1. Affected employers shall review their program and file a regular progress report with the City of SeaTac in accordance with the format provided by the City.
2. The CTR Program Report and Description outlines the strategies to be undertaken by an employer to achieve the commute trip reduction goals for the reporting period. Employers are encouraged to consider innovative strategies and combine program elements in a manner that will best suit their location, site characteristics, business type, and employees' commuting needs. Employers are further encouraged to cooperate with each other to implement program elements.
3. At a minimum, the employer's CTR Program Report and Description must include:
  - a. a general description of the employment site location, transportation characteristics, employee parking availability, on-site amenities, and surrounding services;
  - b. the number of employees affected by the CTR program and the total number of employees at the site;
  - c. documentation on compliance with the mandatory CTR program elements (as described in Section 6.1);
  - d. description of any additional elements included in the employer's CTR program (as described in Section 6.2); and
  - e. a statement of organizational commitment to provide appropriate resources to the program to meet the employer's established goals.

**D. Biennial Measure of Employee Commute Behavior.** In addition to the baseline measurement, employers shall conduct a program evaluation as a means of determining worksite progress toward meeting CTR goals. As part of the program evaluation, the employer shall distribute and collect Commute Trip Reduction Program Employee Questionnaires (surveys) at least once every two years, and ~~strive to achieve at least a 70%~~ a 50% response rate from employees at the worksite. Worksites not achieving a minimum survey response rate of 50 percent will be required to re-survey within the same two year survey cycle period, and achieve a minimum 50 percent response rate the second time.

**11.30.060 Record Keeping.** Affected employers shall maintain a copy of their approved CTR Program Description and Report, their CTR Program Employee Questionnaire results, and all supporting documentation for the descriptions and assertions made in any CTR report to City of

SeaTac for a minimum of 48 months. City of SeaTac and the employer shall agree on the record keeping requirements as part of the accepted CTR program.

#### **11.30.070. Schedule and Process for CTR Program Description and Report.**

A. **Document Review.** The City of SeaTac shall provide the employer with written notification if a CTR program is deemed unacceptable. The notification must give cause for any rejection. If the employer receives no written notification of extension of the review period of its CTR program or comment on the CTR program or annual report within 90 days of submission, the employer's program or annual report is deemed accepted. The City of SeaTac may extend the review period up to 90 days. The implementation date for the employer's CTR program will be extended an equivalent number of days.

B. **Schedule.** Upon review of an employer's initial CTR program, the City of SeaTac shall establish the employer's regular reporting date.

C. **Modification of CTR Program Elements.** Any affected employer may submit a request to the City of SeaTac for modification of CTR requirements. Such request may be granted if one of the following conditions exist:

1. The employer can demonstrate it would be unable to comply with the CTR program elements for reasons beyond the control of the employer; or
2. The employer can demonstrate that compliance with the program elements would constitute an undue hardship.

The City of SeaTac may ask the employer to substitute a program element of similar trip reduction potential rather than grant the employer's request.

D. **Extensions.** An employer may request additional time to submit a CTR Program Description and Report, or to implement or modify a program. Such requests shall be via written notice at least 30 days before the due date for which the extension is being requested. Extensions not to exceed 90 days shall be considered for reasonable causes. The City of SeaTac shall grant or deny the employer's extension request by written notice within 10 working days of its receipt of the extension request. If there is no response issued to the employer, an extension is automatically granted for 30 days. Extensions shall not exempt an employer from any responsibility in meeting program goals. Extensions granted due to delays or difficulties with any program element(s) shall not be cause for discontinuing or failing to implement other program elements. An employer's regular reporting date shall not be adjusted permanently as a result of these extensions. An employer's annual reporting date may be extended at the discretion of the City of SeaTac.

E. **Implementation of Employer's CTR Program.** Unless extensions are granted, the employer shall implement its approved CTR program, including approved program modifications, not more than 90 days after receiving written notice from the City of SeaTac that

the program has been approved or with the expiration of the program review period without receiving notice from the City.

### **11.30.080. Enforcement.**

A. **Compliance.** For purposes of this section, compliance shall mean:

1. Fully implementing in good faith all mandatory program elements as well as provisions in the approved CTR Program Description and Report;
2. Providing a complete CTR Program Description and Report on the regular reporting date; and
3. Distributing and collecting the CTR Program Employee Questionnaire during the scheduled survey period, and achieving at least a 50% response rate.

B. **Program Modification Criteria.** The following criteria for achieving goals for VMT per employee and proportion of drive alone trips shall be applied in determining requirements for employer CTR program modifications:

1. If an employer meets either or both goals, the employer has satisfied the objectives of the CTR plan and will not be required to improve its CTR program;
2. If an employer makes a good faith effort, as defined in RCW 70.94.534(2) and this Chapter, but has not met the applicable drive alone or VMT goal, no additional modifications are required.
3. If an employer fails to make a good faith effort as defined in RCW 70.94.534(2) and this Chapter, and fails to meet the applicable NDAT drive-alone or VMT reduction goals, the City of SeaTac shall direct the employer to revise its program within 30 days to come into compliance with the measures defined by RCW 70.94.534(2), including specific recommended program modifications. In response to the recommended modifications, the employer shall submit a revised CTR Program Description and Report, including the requested modifications or equivalent measures, within 30 days of receiving written notice to revise its program. The City of SeaTac shall review the revisions and notify the employer of acceptance or rejection of the revised program. If a revised program is not accepted, the City of SeaTac will send written notice to that effect to the employer within 30 days and, if necessary, require the employer to attend a conference with program review staff for the purpose of reaching a consensus on the required program. A final decision on the required program will be issued in writing by the City of SeaTac within 10 working days of the conference.

C. **Violations.** The following constitute violations if the deadlines established in this Chapter are not met:

1. Failure to self identify as an affected employer;

2. Failure to perform a baseline measurement, including:
  - a. Employers notified or that have identified themselves to the City of SeaTac within 90 days of the adoption of this Chapter and that do not perform a baseline measurement consistent with the requirements specified by the City of SeaTac within 90 days from the notification or self-identification;
  - b. Employers not identified or self-identified within 90 days of the adoption of this Chapter and that do not perform a baseline measurement consistent with the requirements specified by the City of SeaTac within 90 days from the adoption of this Chapter;
3. Failure to develop and/or submit on time a complete CTR program;
4. Failure to designate an ETC within 90 days from notification or self-identification; in addition, failure to send ETC to ETC training within 6 months of hire or designation as an ETC.
5. Failure to implement an approved CTR program, unless the program elements that are carried out can be shown through quantifiable evidence to meet or exceed VMT and non-drive alone goals as specified in this Chapter;
6. Submission of false or fraudulent data in response to survey requirements;
7. Failure to make a good faith effort, as defined in RCW 70.94.534 and this Chapter;
- ~~7.8.~~ Failure to achieve at least a 50% CTR survey response rate during two year survey cycle period.; or
- ~~8.9.~~ Failure to revise a CTR program as defined in RCW 70.94.534(4) and this Chapter.

#### D. Penalties

1. Violation of this Chapter shall constitute a civil infraction subject to a penalty of two hundred fifty dollars (\$250.00).
2. No affected employer with an approved CTR program which has made a good faith effort may be held liable for failure to reach the applicable drive alone or VMT goal;
3. Each day of failure to implement the program is a continuing offense and shall constitute a separate violation.
4. An affected employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by

the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith compliance if they:

- a. Propose to a recognized union any provision of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and
- b. Advise the union of the existence of the statute and the mandates of the CTR program approved by the City of SeaTac and advise the union that the proposal being made is necessary for compliance with state law RCW 70.94.531.

### **11.30.090. Exemptions and Goal Modifications.**

**A. Worksite Exemptions.** An affected employer may request the City of SeaTac to grant an exemption from all CTR program requirements or penalties for a particular worksite. The employer must demonstrate that it would experience undue hardship in complying with the requirements of this Chapter as a result of the characteristics of its business, its work force, or its location(s). An exemption may be granted if and only if the affected employer demonstrates that it faces extraordinary circumstances, such as bankruptcy, and is unable to implement any measures that could ~~reduce~~ increase the proportion of non-drive--alone trips and reduce VMT per employee. Exemptions may be granted by the City of SeaTac at any time based on written notice provided by the affected employer. The notice should clearly explain the conditions for which the affected employer is seeking an exemption from the requirements of the CTR program. The City of SeaTac shall grant or deny the request within 30 days of receipt of the request. The City of SeaTac shall review annually all employers receiving exemptions, and shall determine whether the exemption will be in effect during the following program year.

**B. Employee Exemptions.** Specific employees or groups of employees who are required to drive alone to work as a condition of employment may be exempted from a worksite's CTR program. Exemptions may also be granted for employees who work variable shifts throughout the year and who do not rotate as a group to identical shifts. The City of SeaTac will use the criteria identified in the CTR Board Administrative Guidelines to assess the validity of employee exemption requests. The City of SeaTac shall grant or deny the request within 30 days of receipt of the request. The City of SeaTac shall review annually all employee exemption requests, and shall determine whether the exemption will be in effect during the following program year.

### **C. Modification of CTR Program Goals.**

1. An affected employer may request that the City of SeaTac modify its CTR program goals. Such requests shall be filed in writing at least 60 days prior to the date the worksite is required to submit its program description or annual report. The goal modification request must clearly explain why the worksite is unable to achieve the applicable goal. The worksite must also demonstrate that it has implemented all of the elements contained in its approved CTR program.
2. The City of SeaTac will review and grant or deny requests for goal modifications in accordance with procedures and criteria identified in the CTR Board Guidelines.

3. An employer may not request a modification of the applicable goals until one year after the City of SeaTac's approval of its initial program description or annual report.

**11.30.100. Appeals.**

A. Employers may file a written appeal of the City's final decisions regarding the following actions:

1. Rejection of an employer's proposed program.
2. Denial of an employer's request for a waiver or modification of any of the requirements under this Chapter or a modification of the employer's program.

B. Such appeals must be filed with the City within fifteen (15) days after the City sends a notice of final decision to the employer.

C. Timely appeals shall be heard by the City's Hearing Examiner. Determinations on appeals shall be based on whether the decision being appealed was consistent with the state law.

**Section 3.** The City of SeaTac's Commute Trip Reduction Plan Update which is attached as Exhibit A is adopted, contingent upon approval by the WSDOT CTR Board.

**Section 4.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances shall not be affected.

**Section 5.** This Ordinance shall be in full force and effect 5 days after passage and publication as required by law.

**ADOPTED** this \_\_\_ day of April, 2015, and signed in authentication thereof on this \_\_\_ day of April, 2015.

**CITY OF SEATAC**

---

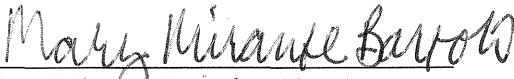
Mia Gregerson, Mayor

ATTEST:

---

Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_ ]

[Commuter Trip Reduction]



# Commuter Trip Reduction Implementation Plan Update: 2015–2019

---

## Jurisdiction: City of SeaTac

### *Goals, targets and other performance measures*

See Goal and Target Worksheet (attached).

### *Strategies*

What specific steps and strategies will you implement to meet your goal? Please include (a) policies and regulations, (b) services and facilities, and (c) marketing and incentives.

The City of SeaTac will contract with King County Metro to

- 1) train all new Employee Trip Coordinators (ETC's) and new sites to ensure that they have an understanding of the requirements of the law, implementation strategies and their site's performance to date;
- 2) track and notify employers of legally required activities and provide technical assistance for legal compliance;
- 3) provide survey analysis for all sites, and assist sites not making progress toward goal;
- 4) assist ETCs with marketing of their commute programs and ensure they meet their information distribution requirements. Also help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turn-key commuter promotions, and opportunities to attend employer network group meetings;
- 5) actively promote alternatives to drive-alone commuting (ex: transportation fairs) at worksites selected by location, corridor, industry or lack of progress toward goal.

In addition, the City of SeaTac will focus effort during the 2015 and 2017 CTR survey cycles to capture all compressed work week activities by using a tip sheet for each employer customized to their specific employee alternative work schedules, and assist paper survey sites to distribute and collect surveys to assure at least 50% survey response rate. We believe survey results will improve based on these efforts.

## ***Comprehensive planning & community goals***

Governor's Executive Order 14-04 Washington Carbon Reduction and Clean Energy Action directs state agencies to assist local governments to update their comprehensive plans to produce travel and land-use patterns that maximize efficiency in movement of goods and people, and reduce greenhouse gas emissions.

How does trip reduction support the goals of your community and comprehensive plan, and vice versa? How will you further integrate trip reduction through the updating of your comprehensive plan (e.g., parking, land use)?

Increasing NDAT supports SeaTac community goals of healthy living and reducing traffic from new and existing development; encouraging transit use; and managing/monitoring parking supply to strike a balance between supporting neighborhood livability, economic development, and support of alternative modes of traveling.

The Comprehensive Plan Update is set for approval in June, 2015. We will attach this to our CTR Plan Update at that time.

## ***Land use and transportation conditions***

How do existing and future anticipated land-use and transportation conditions affect CTR worksites?

The City will continue to support the extension of Link Light Rail south to Des Moines and Federal Way. Since the majority of CTR affected worksites are located along the International Boulevard corridor, this has excellent potential to increase NDAT to each worksite. Additionally, Puget Sound Regional Council's Vision 2040 specifies the development of a Regional Growth Center along International Boulevard, wherein mixed use developments near our three light rail station areas will allow for more people to live and work in SeaTac, meaning more use of walking, biking and local transit to commute to work.

## ***Financial plan***

What are the anticipated funding sources and amounts for local trip reduction, including grants and local funding?

<u>Source of Funding</u>	<u>Estimated Amount</u>
WSDOT CTR Implementation Grant	\$50,000
Regional Growth Centers TDM CMAQ grant partner	TBD
Local match of staff time, media outreach	\$6,000

***GTEC report (if your jurisdiction has a designated GTEC)***

Are you continuing to implement?

**Optional:** Describe the (a) strategies, (b) land use and transportation conditions, (c) population and employment demographics, and (d) financial plan, and how they differ from those in the CTR plan.

What specific policy, service changes and land-use steps will be accomplished during this period for the GTEC area?

n/a

***Regional transportation planning organization CTR plan review***

- Recommended
- Not recommended

RTPO comments:

# Commute Trip Reduction Goals and Targets Worksheet: 2015–2019

---

## Jurisdiction: CITY OF SEATAC

### *Goals, targets and other performance measures*

State goals for the 2019/2020 survey period include an increase of non drive-alone travel (NDAT), and reductions of VMT and GHG. What are your percent targets for the 2019/2020 survey period?

<u>2007-2008 Baseline</u>		<u>Percent Change</u>		<u>2019-2020</u>
NDAT	29.7%	17.6%	↑	34.9%
VMT	14.5	18%	↓	11.89
GHG	14.5	18%	↓	11.89

**Targets:** Describe how targets were set for the goals?

The cities of SeaTac, Federal Way, Tukwila, Kent and Renton have decided to work as a south end coalition for implementation of CTR goals using the model of adopting state goals, while setting local targets.

The state established a 2019 target of a 6% point increase for jurisdiction’s Non-Drive Alone Travel (NDAT) over the 2007 baseline. Analysis of the impact of that target concluded that these jurisdictions would need to experience a 20-30% increase over the baseline NDAT to achieve a 6 percentage point increase. When compared to the 17.6% increase in NDAT needed at the state level to achieve the same 6 percentage point increase, this seemed to be a far too aggressive target for suburban jurisdictions to achieve. However, we feel that by leveraging CTR funds from the 2015 CMAQ grant, we can reach the **same rate of increase** as the proposed state target.

As a result, we have set our NDAT targets to reflect a 17.6% increase from the 2007 baseline. This target is consistent with the rate of increase set forth by WSDOT for the state as a whole. Please see the chart on the following page for specific jurisdictional NDAT targets. As the state’s Vehicle Miles Traveled (VMT) & Greenhouse Gas (GHG) targets already reflect a percent change, we have accepted those targets as is.

Jurisdiction	Baseline NDAT	Target NDAT
City of Federal Way	20.8%	24.4%
<b>City of SeaTac</b>	<b>29.7%</b>	<b>34.9%</b>
City of Tukwila	23.0%	27.1%
City of Kent	20.5%	24.1%
City of Renton	25.4%	29.9%

**Measurement:** How will you measure progress toward your targets?

The City will use CTR survey results from affected worksites as a measurement tool to determine progress in meeting the identified goals.

**Other performance measures:** What other types of TDM performance goals and targets has your jurisdiction established? What are you trying to accomplish? How will you measure progress toward those goals?

The number of miles of sidewalks has more than tripled since incorporation in 1990, from 10.7 miles to 44.8 miles. Our transportation plan includes installing new sidewalks and bike lanes on all arterial upgrade projects.

The City's Neighborhood Sidewalk Program has completed six neighborhood sidewalk projects since 2009, with the goal of adding approximately 1.5 centerline miles of sidewalk per year, for an additional fourteen years. The focus is on connecting neighborhoods to schools, transit, businesses and other amenities.

The City of SeaTac currently has a WalkScore.com score of 36; our goal is a score of 40 by 2017. Mixed use development envisioned for our light rail station areas should increase this score.

Planned incentives for SeaTac worksites for the 2015 CTR survey cycle will help sites reach and exceed the 70% targeted survey response rate, increasing valuable "no-fill" survey results.

#### **4. PRESENTATIONS – COUNCIL DIRECTION:**

- **Discussion of Town Hall** (*total time: 15 minutes / presentation time: 5 minutes*)

By: Mayor Mia Gregerson

#### **RCM PRESENTATIONS**

- **CPR Save Recognition** (*total time: 10 minutes*)

By: Kent Fire Department Regional Fire Authority Chief Jim Schneider or Deputy Chief Brian Wiwel

- **AWC Center for Quality Communities Scholarship Applicant** (*total time: 5 minutes*)

By: Councilmember Kathryn Campbell / Applicant Mary Junnyleth Peña

- **Southwest Youth and Family Services/New Futures** (*total time: 5 minutes*)

By: Executive Director Steve Daschle

- **Sustainable Airport Master Plan** (*total time: 45 minutes / presentation time: 30 minutes*)

By: Aviation Planning and Environmental Services Director Elizabeth Leavitt / Aviation Community Partnerships Director Linda Stewart

**PUBLIC COMMENTS** (related to the Sustainable Airport Master Plan):  
(Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

- **Preparing for an Aging Population** (*total time: 30 minutes / presentation time: 15 minutes*)

By: Aging and Disability Services Director Maureen Linehan / Aging and Disability Services Advisory Council Chair Ava Frisinger

**PAYROLL/CLAIMS VOUCHERS WERE SENT  
ELECTRONICALLY TO THE CITY COUNCIL**

**A HARD COPY OF THE VOUCHERS  
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

**PAYROLL/CLAIMS VOUCHERS ARE ALSO  
AVAILABLE ON OUR CITY WEBSITE**

**[www.ci.seatac.wa.us](http://www.ci.seatac.wa.us)**

**Pre-approval or final approval of City Council and  
City Manager travel related expenses**

**Consent Agenda Date: 3.24.15**

**Travel Approval:**

2015 Salmon Recovery Conference  
May 27-29  
Vancouver, WA

Name: Kathryn Campbell	Travel Consent Approval Date: 3.24.15
Lodging	405
Meals	222
Transportation	176
Registration (E.B. rate by 4/15)	260
Total	\$1,063

\*Note: this conference was not included in the 2015 council travel budget, however, the council budget could absorb this conference by reducing attendance by one at a future conference this budget year (ie. we have 2 budgeted for the AWC Annual Conference in Wenatchee and 4 budgeted for the NLC Conference in Nashville, TN). The council also saved \$470 by not attending the AWC Legislative Action Days.

**Travel Expense Approval:**

Tony Anderson  
NLC

Name: Tony Anderson	Travel Consent Approval Date: 1.13.15	Travel Consent Approval Date: 1.27.15	Consent Approval Date: 2.24.15	Consent Approval Date: 3.24.15
Lodging (3 nights)				544.26
Meals				51.61
Transportation			593.75	140.14
Registration (discount)		525		
Total	2845	525	593.75	736.01



# City of SeaTac

## City Council Retreat Minutes Synopsis

February 22, 2014  
9:00 AM – 4:00 PM

Cedarbrook Lodge  
18525 36<sup>th</sup> Avenue South, SeaTac, WA 98188

**Convene:** Mayor Mia Gregerson called the meeting to order at 9:06 a.m.

**Council Present:** Mayor Mia Gregerson, Deputy Mayor (DM) Anthony (Tony) Anderson, Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

**Administrative Staff Present:** City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, Administrative Assistant Kacey Orlando, Assistant City Manager (ACM) Gwen Voelpel, Executive Assistant Lesa Ellis, Human Resources (HR) Director Anh Hoang, Court Administrator Tricia Crozier, Police Chief Lisa Mulligan, Deputy Fire Chief Brian Wiwel, Public Works (PW) Director Tom Gut, Community & Economic Development (CED) Director Joe Scorcio, Planning Manager Steve Pilcher, Finance & Systems Director Aaron Antin, and Parks & Recreation (P&R) Director Kit Ledbetter.

**City Council Annual Calendar:** Mayor Gregerson provided a brief overview of the intent of this topic.

City Manager Cutts discussed upcoming events that don't yet have dates scheduled (budget workshops and community events).

Council discussion ensued regarding the types of meetings that appear on the Council Master Calendar.

**City Council Communications Preferences:** Discussion ensued regarding communication preferences of Council. CMs filled out a Council Communications Questionnaire.

**Parliamentary Procedure: Jurassic Parliament:** Mayor Gregerson introduced Ann Macfarlane.

Ms. Macfarlane provided a brief overview of parliamentary procedure and the CMs participated in an exercise about authority.

CMs, staff, and Planning Commission (PC) members also participated in a motions exercise.

**Recessed:** Mayor Gregerson recessed the meeting for a break from 10:21 a.m. to 10:31 a.m.

CMs, staff, and PC members participated in a role play activity.

Ms. Macfarlane discussed withdrawn motions, amendments, and what should be included in the minutes. She also presented on power/influence.

Ms. Macfarlane responded to specific questions from the Council, staff, and PC.

**Recessed:** Council recessed for a break from 12:07 p.m. to 12:25 p.m.

**Discussion of City Council Working Groups:** Mayor Gregerson introduced this topic. Discussion ensued regarding the purpose of working groups: scope, number of CMs involved on each committee, staff involvement, concern over the added work placed on directors and department heads, and seeking citizen feedback and communicating information to the public. Mayor Gregerson stated that this discussion will be used to develop a proposal.

**Recessed:** Council recessed for a break from 1:03 p.m. to 1:12 p.m.

**Goals Update:** Mr. Cutts briefly introduced the Council goals to be presented.

1. Healthy Community. ACM Voelpel provided a brief update on this goal. Council confirmed continued commitment to the goal.

2. Economic Development. CED Director Scorcio summarized this goal and stated that 2013 had the highest ever annual lodging tax receipt. Sales tax revenue projected to be the highest year ever as well but final numbers are not yet in. Council confirmed continued commitment to the goal.

3. SR 509. ACM Voelpel and PW Director Gut briefed on this goal. Negotiations are being held between the House and Senate Wednesday, February 26 regarding SR 509. Ms. Voelpel asked CMs to be ready to go to Olympia to support SR 509. Council confirmed they are committed to the goal.

4. Angle Lake Station Area, and 5. South 154<sup>th</sup> Street Light Rail Station. CED Director Scorcio briefed on both goals. Council confirmed continued commitment to both goals.

6. Code Compliance. CED Director Scorcio briefed on this goal.

**Recessed:** Council recessed for a break from 2:31 p.m. to 2:45 p.m.

**Goals Update (Continued):** Mr. Scorcio continued briefing on goal 6. Discussion ensued regarding improving the appearance and reputation of SeaTac and creating a Council Working Group for this goal. CMs Campbell, T. Anderson, and Bush volunteered to participate in a working group. Council confirmed continued interest in goal 6.

City Manager Cutts asked for Council support if the City becomes more aggressive with code compliance due to potential citizen complaints.

**Confirmation of Council Vision and Goals:** Council confirmed continued support of all six goals.

Mayor Gregerson commented on the Let's Move campaign. Mr. Cutts expressed concern over not understanding the fiscal impact of participating. Council agreed to bring this conversation back to a future Council Study Session (CSS).

CM Ladenburg suggested creating a card listing the contact information for all department heads. Mayor Gregerson suggested a double-sided card with key numbers on the reverse side.

CM Campbell commented that the City does not use social media as much as other cities to communicate with the public. Mr. Cutts stated that the City does have a social media presence; however, there are major public disclosure issues in regards to social media.

**Adjourned:** The SeaTac City Council Retreat adjourned at 3:26 p.m.

# City of SeaTac

## Regular Council Meeting Minutes

July 22, 2014

6:30 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Regular Meeting was called to order by Mayor Mia Gregerson at 6:30 p.m.

**COUNCIL PRESENT:** Mayor Mia Gregerson, Deputy Mayor (DM) Anthony (Tony) Anderson, Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson (*arrived at 6:49 p.m.*), Dave Bush, and Pam Fernald.

**STAFF PRESENT:** City Manager Todd Cutts, Senior Assistant City Attorney Mark Johnsen, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Parks & Recreation (P&R) Director Kit Ledbetter, City Engineer Susan Sanderson, Administrative Assistant II Alexis Lanphear, and Finance & Systems Director Aaron Antin.

**FLAG SALUTE:** Mayor Gregerson led the Council, audience, and staff in the Pledge of Allegiance.

**PUBLIC COMMENTS:** There were no public comments.

### PRESENTATIONS:

#### ●Introduction of new City employee: Finance Department Administrative Assistant II Alexis Lanphear

City Manager Cutts introduced Ms. Lanphear.

#### ●Hospitality House

Executive Director Natalie Reber stated that the Hospitality House is a shelter serving women year round in South King County (SKC). She distributed the results of the 2014 one night count: individuals being sheltered and individuals sleeping outside. There is a 14% increase to people sleeping outside.

Hospitality House serves 70 to 80 women each year with 5 to 8 women from SeaTac. Their goal is that residents return to their home community. In 2014 Hospitality House provided 71 bed nights and 142 meals to SeaTac residents.

In addition to the clients, they also partner with Prince of Peace Church in SeaTac and about 20% of their donor base is from SeaTac.

She highlighted Hospitality House services: the women are able to stay up to 90 days per time, are open during the day, and provide case management. Services are available even after someone leaves the shelter.

Hospitality House is also has a partnership with the YMCA. The YMCA provides a free membership so all of their clients can access the services.

Council discussion ensued regarding the number of beds available and potential facility changes, Hospitality House's wish list which can be found on their website and Facebook page, the one night count, and meals.

#### ●King County Housing Authority (KCHA): Update on Educational Initiatives

KCHA Executive Director Stephen Norman introduced Resident Services Director Jennifer Ramierz Robson.

Mr. Norman stated that there is no more important challenge facing the region today than education of the children. While the economy has begun to rebound, it is critical that children already living in the community develop the skills necessary to participate in tomorrow's workforce. The connection between education and housing security is obvious to the educators and the activists working in the schools and communities but surprisingly little work as been done on the national level.

He reviewed the statistics for the 20,000 children living in KCHA housing.

The most important outcome for families in the affordable housing system is the prevention or interruption of multi-generational cycles of poverty. A key to this is education.

KCHA covers all of KC except for Seattle. They are spread across 19 school districts. About 4,200 or 21% of the children they house are in the Highline School District (HSD). HSD reported 917 homeless children in the 2012-2013 school year. This was an increase of 54%.

Mr. Norman stated that five areas have been identified for the Housing Authority to focus on: (1) housing security, (2) classroom stability, (3) access to high quality early learning, (4) aligned out of school programs, and (5) parent and family engagement.

**PRESENTATIONS (Continued):**

**KCHA: Update on Educational Initiatives (Continued):**

*CM T. Anderson arrived at this point in the meeting.*

He reviewed the ways the KCHA is working to improve the areas of homelessness and education.

Next steps: develop approaches that are evidence based, sustainable, and scalable; evaluate results of the rapid re-housing pilot in Highline and considering expanding; continuing to work on cutting down on school year mobility and to measure the impact of that on classroom stability; continue to strengthen play space partnerships improving existing program approaches and adding new ones; and continuing to refine data sharing protocols with the school districts, and to track student outcomes over time.

Council discussion ensued regarding the KCHA efforts and where there might be gaps that the City needs to be aware of.

**• Council confirmation of Mayoral re-appointment of Councilmember (CM) Pam Fernald to the Tree Board**

CM Fernald abstained from voting.

MOVED BY A. ANDERSON, SECONDED BY LADENBURG TO APPROVE THE RE-APPOINTMENT OF COUNCILMEMBER PAM FERNALD TO THE TREE BOARD.

MOTION CARRIED WITH FERNALD ABSTAINING.

**CONSENT AGENDA:**

- **Approval of claims vouchers** (check no. 107932 - 108120) in the amount of \$1,780,331.83 for the period ended July 18, 2014.
- **Approval of payroll vouchers** (check nos. 52282 – 52309) in the amount of \$155,036.26 for the period ended July 15, 2014.
- **Approval of payroll electronic fund transfers** (check nos. 81702 - 81849) in the amount of \$271,715.08 for the period ended July 15, 2014.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$56,206.24 for the period ended July 15, 2014.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended July 16, 2014.

**Approval of Council Meeting Minutes:**

- **Council Study Session held March 25, 2014**
- **Council Macro Budget Workshop held June 23, 2014**
- **Council Study Session held July 8, 2014**

**Agenda Items reviewed at the July 8, 2014 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3620; A Motion authorizing the City Manager to execute two leases with the YWCA for space on the second floor of City Hall**

**Agenda Bill #3626; A Motion authorizing the City Manager to execute a Contract with the second low bidder for Angle Lake Park restroom fire damage repairs**

**Agenda Bill #3624; A Motion authorizing the City Manager to execute a contract with TCA Architects to design Fire Station 45**

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

**PUBLIC COMMENTS (related to Unfinished Business):** There were no public comments.

**UNFINISHED BUSINESS:** There was no Unfinished Business.

**NEW BUSINESS:** There was no New Business.

**CITY MANAGER'S COMMENTS:** City Manager Cutts commented on the following: (1) August 5 – National Night Out (NNO); (2) Grant announcements – awarded \$172,000 grant from FEMA to purchase radios (Council originally budgeted this money); Washington Traffic Safety - \$2,500 (application); (3) July 25 – 7 p.m., Theatre in the Park; and (4) August 1 – 6:30 p.m.; Music in the Park.

**COMMITTEE UPDATES:** CM Ladenburg provided an update on the Community Building Committee (CBC) interviews.

**COUNCIL COMMENTS:** DM A. Anderson and CM Ladenburg stated they are still hearing good reviews about the 4<sup>th</sup> of July fireworks.

CM T. Anderson stated her appreciation of the staff.

**ADJOURNED:**

MAYOR GREGERSON ADJOURNED THE MEETING AT 7:24 P.M.

---

Mia Gregerson, Mayor

---

Kristina Gregg, City Clerk

# City of SeaTac

## City Council Retreat Minutes Synopsis

January 9, 2015 (Friday)  
10:00 AM – 6:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:** Mayor Mia Gregerson called the meeting to order at 10:05 a.m.

**COUNCIL PRESENT:** Mayor Mia Gregerson, Deputy Mayor (DM) Tony Anderson, Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

**ADMINISTRATIVE STAFF PRESENT:** City Manager Todd Cutts, City Attorney Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Voelpel, Executive Assistant Ellis, Court Administrator Gail Cannon, Community & Economic Development (CED) Director Joe Scorcio, Finance & Systems Director Aaron Antin, Economic Development (ED) Manager Jeff Robinson, Police Chief Lisa Mulligan, Public Works (PW) Director Tom Gut, Planning Manager Steve Pilcher, Senior Planner Mike Scarey, Parks & Recreation (P&R) Director Kit Ledbetter, Deputy Fire Chief Brian Wiwel, Human Resources (HR) Manager Vanessa Audett, and HS Manager Colleen Brandt-Schluter.

**2015 COUNCIL CALENDAR:** Mayor Gregerson reviewed specific calendar items including June retreat, conferences, and International Festival.

Executive Assistant Ellis requested response to attending the AWC Conference in February. CMs Campbell, T. Anderson, and Fernald all responded with interest.

### **RESIDENT ACADEMY UPDATE**

City Manager Cutts reviewed the purpose of proposing the resident academy, planning required, and proposed curriculum. The academy would take place in the spring or fall to avoid conflicts with vacations and holidays.

Council discussion ensued regarding the proposed academy with general support. Council concurred to opening the academy to the community versus residents.

Mayor Gregerson requested tentative dates be scheduled as soon as possible.

**CITY OF SEATAC/PORT OF SEATTLE (POS) INTERLOCAL AGREEMENT (ILA) EDUCATIONAL PRIMER:** City Manager Cutts stated this presentation is being made due to the current ILA terminating. This is for information only due to the upcoming negotiations.

ACM Voelpel reviewed the purpose of the ILA which expires in 2016.

She reviewed the current ILA components: cover agreement, Exhibit A: Land Use, Exhibit B: Stormwater Management Fees/Water Quality, Exhibit C: Interagency Cooperation and Development Commitment, Exhibit D: Material Hauling, and other considerations (three amendments to the ILA).

Council questioned the specifics of the current ILA.

*DMA. Anderson left at this point in the meeting.*

Ms. Voelpel stated that staff will also review whether an extension of the current agreement can be entered into instead of negotiations for a new ILA.

Council discussion also ensued regarding the Joint Advisory Committee (JAC) membership and attendance.

**RECESSED:** Council recessed for a break from 11:10 a.m. to 11:23 a.m.

*This item was moved forward on the agenda.*

### **UPDATE ON COUNCIL GOALS**

**Enhanced Code Enforcement:** City Manager Cutts stated that this is one of three Council goal updates for today.

CED Director Scorcio stated that most of the information presented today should not be a surprise. However, today's update is about the specifics of what staff is doing to implement the changes.

Mr. Scorcio stated that staff is working on enhancement of the program across the City. He stated that as part of the 2015-2016 budget process, Council agreed to staff changes to the program – moved from the Building Division to the Planning Division, removed Code Enforcement Officer, added second Code Compliance Program Coordinator Position and one .5 Administrative Assistant Position.

Program Focus: Outreach, education and community building; multi-department core team; rotating emphasis areas; cooperative resolution of issues; performance measuring/reporting; and City Code amendments.

**UPDATE ON COUNCIL GOALS (Continued):**

**Enhanced Code Enforcement (Continued):** Council discussion ensued regarding the Code Compliance Program.

*DMA. Anderson returned at this point in the meeting.*

Mr. Scorcio provided a recap of 2014 enforcement activities. When the previous Code Compliance Officer left, the City began responding to complaints only due to staffing. Staff hopes to hire the second person soon.

Planning Manager Pilcher reviewed the 2014 enforcement activities for 2014 and 2013: Cases Opened 284 in 2014 and 281 in 2013, and Cases Closed 234 in 2014 and 259 in 2013. He detailed the number of complaints received for specific types of issues: property maintenance, vehicle violations, Occupied RVs/Sheds, substandard living conditions, open dwellings, roosters, and assistance.

Staff is working to engage and educate the community: educate the community regarding common violations and the compliance process, encourage complaint submittals, be present at community events, schedule review of identified areas/pre-notify, encourage voluntary compliance plans, "Thank you" when case is closed, and strictly enforce when a repeat violator.

Mr. Pilcher shared a few examples of code compliance successes.

Council discussion ensued regarding the current program, the strategies for the future, and other areas Council would like addressed.

Mr. Cutts stated that the next steps are: action team to meet to address today's information, assemble a Council working group, and then bring back to the Council as a whole.

**RECESSED:** Council recessed for lunch from 12:12 p.m. to 1:04 p.m.

**KING COUNTY (KC) SOCIAL JUSTICE AND EQUITY PRESENTATION:**

KC Equity & Social Justice Manager and Public Health – Seattle & KC Community Engagement & Partnerships Manager Matias Valenzuela presented a video that addresses social conditions that lead to healthy life.

Council and staff talked about SeaTac and how the health of the residents is affected by life circumstances (airport noise, multiple jobs, parents unable to help kids with education, poverty, lack of adequate transportation,

Council and staff also discussed ways the City is working towards improving life in the City.

Mr. Valenzuela reviewed statistics for KC versus the United States. KC is highly educated, has lower unemployment, has strong household income, has good health, has high life expectancy, and is a diverse and global community. However, significant portions of KC are being left behind. He reviewed the same areas by race.

Mr. Valenzuela stated that this is not a separate project but an alignment to other projects.

Council concurred to continue the discussion about ways to improve the equity in the City.

**UPDATE ON COUNCIL GOALS (Continued):**

**Healthy Communities:**

City Manager Cutts stated that staff will review the Brookings report and then what the City has been doing and ideas for moving forward.

HS Manager Colleen Brandt-Schluter shared a presentation from the Brookings Institution about Promoting Economic Opportunity in South KC (SKC). The goal is to create an understanding of the changes and the challenges in the region to date.

Recommendations to consider: investing in cradle-to-career skill building, building better connections to opportunity elsewhere in the county, and attracting good jobs to SKC.

There are some initiatives already underway to achieve these goals.

ACM Voelpel presented high level objectives for the goal, focusing on new and ongoing items:

- Clean/Safe Environment: Urban Land Institute (ULI) recommendations for South 154<sup>th</sup> Street Station Area, Draft Angle Lake Station Area Plan, Code enforcement/compliance enhancement, and Problem locations working group
- Sustainable Ecosystem: Open space, parks & recreation element; stormwater asset management program, and waste reduction and hazardous waste information in multiple languages
- Involved Community: community liaisons, residents academy, and social media

**UPDATE ON COUNCIL GOALS (Continued):**

**Healthy Communities (Continued):**

- Accessible Basic Necessities: YMCA Afterschool and Kindergarten Plus, Auburn Youth Resources Street Outreach, and Global to Local
- Innovative Economy: ED Comprehensive Plan (CP) element, and SeaTac Center development
- Adequate Food/Health Options: Trail between Hughes and Angle Lake Park; Food innovation district/network, Valley Ridge Community Center project; and Edible landscaping/community gardens

Mr. Cutts stated that staff has been discussing how to handle these issues and ensure SeaTac is a healthy community. There are many groups in the City already doing some of the work. The City is working collaboratively with them to have them present to the Council about their efforts around the following topics: food security, health disparities/healthy eating and active living, affordable housing, homelessness, opportunity youth, and school readiness/achievement. The presentations should include data and current issue statement, collective impact/innovative approaches, preliminary/expected results, and how the issues/initiatives intersect.

He questioned what format the Council would like these presentations made. Council concurred to discuss these topics at workshops.

**RECESSED:** Council recessed for a break from 2:52 to 3:03 p.m.

**UPDATE ON COUNCIL GOALS (Continued):**

**SR 509/South Access/Transportation Plan Update:**

ACM Voelpel stated that although there wasn't a transportation revenue package adopted in 2014, the project had strong support of the entire legislative delegation. The City's Lobbyist has indicated that the house will wait for the senate to pass something first. A bill should be brought forward within the first few weeks of session.

DM A. Anderson reviewed today's SR 509 Leadership Team conversation from today. The Governor's priorities has SR 509 and 167 separated with SR 167 being a higher priority. SeaTac will draft a letter opposing the separation of the two projects.

Council discussion ensued regarding federal funding and the gas tax.

PW Director Gut stated that the federal transportation funding during these last few years has been a band aid approach. There is some talk that gas tax change is needed.

Mr. Gut stated that the Council's SR 509 goal is intertwined with the work the PW and CED Departments are doing on the CP and specifically the transportation element and transportation master plan. Today's presentation is a review of major completions plus introductions of funding options to consider. Mr. Gut introduced Senior Planner Mike Scarey and Transpo Group Project Manager Larry Toedtli.

Mr. Toedtli reviewed the framework for the 2035 Transportation Element:

By 2025: Target funding and construction of SR 509 Phase I and Interim Airport South Access

By 2035: Work with Port and Regional Stakeholders to advance South Airport Expressway

By 2040: Continue working with Washington State Department of Transportation (WSDOT) and Regional Stakeholders to advance Phase 2 of SR 509, consistent with Puget Sound Regional Council (PSRC) vision 2040.

Multimodal Transportation Improvement Projects include the City's existing 2015-1014 Transportation Improvement Program (TIP), the Complete Streets Plan, and additional projects.

Transportation Project Cost Range is \$430 to \$500 million while Transportation Revenue Forecast is \$168 million.

Even though the projected costs are more than double the projected revenues, a balanced plan is required. This happens with a mix of revenue options, project priorities, and land use.

Council discussed the proposed projects and revenue options.

Mr. Toedtli stated that this isn't about trying to keep up with the airport but about partnering with them. SR 509 and South Access are not City projects. Interim South Access is the only piece the City has control over and is doing something about.

If SR 509 and South Access don't happen, the City's growth will be lower. However, the regional economy will continue to grow the airport travel. If that keeps growing, the City has two ways of dealing with the growth: (1) negotiations with airport, and/or (2) SEPA process (difficult and time consuming).



**UPDATE ON COUNCIL GOALS (Continued):**

**SR 509/South Access/Transportation Plan Update (Continued):** Mr. Toedtli reviewed the next steps for the Transportation Element: finalize list of transportation improvements & programs, prepare project cost estimates, define level of service (LOS)/concurrency program strategy, complete funding analyses/impact fee update, assign project priorities, update transportation policies, prepare draft transportation element, prepare SEPA review, meet with Planning Commission (PC) and City Council in February, and ongoing public outreach as part of the CP update process.

Mr. Gut reviewed the draft 2015 Schedule for CP and Transportation Element: February 3 – PC review, February 10 - City Council review; April 21 - Public Hearing (PH); May 12 and 26 - City Council final review; and June 9 – City Council action.

Discussion ensued regarding the Council and PC future involvement. Mr. Scorcio stated that a joint meeting will be scheduled. Council also requested the Council Budget Working Group attend a PC meeting prior to the joint meeting.

**WRAP UP**

Mr. Cutts requested Council respond to a survey for retreat/budget meetings within the next week.

DM A. Anderson stated that there seems to be a big gap of time between the Council Study Session (CSS) and Regular Council Meeting (RCM). He proposed CSSs begin at 4:30 p.m. permanently.

Ms. Mirante Bartolo stated the Legal Department can draft a Resolution amending the City Council Administration Procedures for new business at the January 13 RCM. The new start time could then be effective for the January 27, 2015 CSS.

CM Ladenburg commented on the following: (1) marijuana issue; and (2) use of cameras (park, police, International Boulevard).

Mayor Gregerson requested a standing update on the Military Road project during RCMs. She also stated that the Council doesn't have a strategic way to connect with the National Night Out (NNO) Captains throughout the year. She questioned whether there is a way for the City to help the Council figure out when the monthly block watch meetings are happening.

CM Fernald stated that she is passionate about the City's code enforcement and public safety.

Mayor Gregerson requested an update from the Hotel/Motel (H/M) Tax Advisory Committee.

**ADJOURNED:** Mayor Gregerson adjourned the retreat at 5:03 p.m.

# City of SeaTac

## Council Study Session Minutes Synopsis

February 10, 2015  
4:30 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Study Session (CSS) was called to order by Mayor Mia Gregerson at 4:30 p.m.

**COUNCIL PRESENT:** Mayor Mia Gregerson, Deputy Mayor (DM) Anthony (Tony) Anderson (*participated via phone*), Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

**STAFF PRESENT:** City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Community and Economic Development (CED) Director Joe Scorcio, Senior Planner Mike Scarey, Senior Assistant City Attorney Mark Johnsen, Public Works (PW) Director Tom Gut, Economic Development (ED) Manager Jeff Robinson, Deputy Chief Brian Wiwel, SeaTac Police Administrative Captain Annette Louie, and Police Chief Lisa Mulligan.

### **Agenda Bill #3673; A Motion authorizing the City Manager to extend the current Interlocal Agreement (ILA) with Regional Animal Control Services of King County (RASKC) for Animal Services**

**Summary:** In 2012 the City of SeaTac and 24 other cities contracted with RASKC to provide animal services for a 3 year term, covering 2013 through 2015. The two-year ILA extension ensures that King County (KC) continues to provide the same range of animal services they are currently providing, with no change in costs. This includes officers in the field who are able to respond to in-progress animal problems, shelter services and pet licensing services. The term of the two-year extension will cover 2016-2017.

The current 2013-2015 ILA contains provisions for the contracting parties to agree to a two-year extension under the same terms and conditions of the current ILA. In 2014 the contracting parties expressed interest in executing the two-year extension defined in the current ILA. The County prepared an extension agreement for the parties to execute.

This extension does not include changes to the current costing model; therefore we do not expect that there will be a negative fiscal impact.

SeaTac Police Administrative Captain Louie reviewed the agenda bill summary.

City Manager Cutts stated that staff's assessment is that the level of service (LOS) would decrease if the City chose to provide animal control services on its own.

Council discussion ensued regarding the ILA with Council in agreement that this is a good use of the City's money.

**Council consensus:** Refer to the 02/24/15 Consent Agenda

**PUBLIC COMMENTS (related to the agenda items listed below):** John Thompson stated that money is put into new trees during projects, but the trees are never maintained.

Earl Gipson commented that he feels the City wastes money in many ways.

### **PRESENTATIONS – INFORMATION ONLY:**

#### **•Transportation Element of the Comprehensive Plan (CP) and Transportation Master Plan**

PW Director Gut stated that this presentation is not about seeking final input. The plan will be reviewed and staff is requesting feedback from the Council. He introduced Senior Planner Scarey and The Transpo Group Principal Larry Toedtli.

Mr. Toedtli stated that if growth comes sooner or later it can adjust the priorities and funding options.

Staff and Mr. Toedtli are looking for input and direction on: Are we on the right track with the projects? Anything missing? Anything uncomfortable? Funding options: Costs greatly exceed revenues. Which priorities are most important to you when selecting transportation projects? If additional revenues are desired, what are you most comfortable with exploring? What are you least comfortable with exploring?

Mr. Toedtli stated that this plan is a blueprint for moving the transportation system forward. There are many projects region wide, statewide, and nationwide. Priorities need to be set to determine what gets funded.

Mr. Toedtli reviewed City of SeaTac preliminary cost estimates (2015-2035) for Multimodal Roadway and Intersection, Safe and Complete Streets Projects, and maintenance, operations, and administration for a total estimate of \$490 to \$600 million.

**PRESENTATIONS – INFORMATION ONLY (Continued):**

**Transportation Element of the CP and Transportation Master Plan (Continued):** He also reviewed the forecast of existing SeaTac Transportation Revenues for State & Federal Grants, Motor Vehicle Fuel Tax, Parking Tax, and Transportation Impact Fees for a total estimate of \$168 million using 2014 numbers.

When attempting to balance the plan, need to support and align with the Council's vision: safety, multimodal, preservation, capacity, Economic Development, and Connectivity.

Mr. Scarey stated that the main thing from the Planning Commission (PC) discussion was in looking at funding options, the City needs to make sure it is understand who pays and who benefits from each option and shift costs away from residents.

Mr. Toedtli stated that some projects support commercial and airport growth and some enhance the City.

Council discussion ensued regarding the projects and costs.

Mr. Toedtli reviewed options for increasing revenues and an example concept showing project priorities and possible additional funding options.

Council discussion ensued regarding the funding example concept.

*Due to time limitations, the agenda item was postponed to a future CSS.*

**•Update on Citywide Align and Improve efforts**

**•Quarterly Public Safety Statistics**

Deputy Chief Wiwel stated that the International Fire Code (IFC) has adopted a standard that requires retroactive fire alarm systems be installed in certain types of multiple dwelling units. Informational meetings have been scheduled for those affected. Those affected have one year to bring the buildings in compliance.

Deputy Chief Wiwel reviewed statistics for 2013 (4,145) versus 2014 (4,085).

He also highlighted the CARES program and Training Consortium.

**ADJOURNED:** Mayor Gregerson adjourned the CSS at 6:26 p.m.

# City of SeaTac

## Regular Council Meeting Minutes

February 10, 2015  
6:30 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Regular Meeting was called to order by Mayor Mia Gregerson at 6:45 p.m.

**COUNCIL PRESENT:** Mayor Mia Gregerson, Deputy Mayor (DM) Anthony (Tony) Anderson (*participated by phone*), Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

**STAFF PRESENT:** City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Human Services (HS) Program Manager Colleen Brandt-Schluter, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Senior Assistant City Attorney Mark Johnsen, Public Works (PW) Director Tom Gut, and Police Chief Lisa Mulligan.

**FLAG SALUTE:** Mayor Gregerson led the Council, audience, and staff in the Pledge of Allegiance.

**PUBLIC COMMENTS:** Dan Wallace stated that he worked for Extra Car and was fired after filing a \$15 wage complaint with the City. He also stated that at Extra Car Airport Parking Lot 5, employees are parking in a fire lane and nothing is being done about it.

Earl Gipson spoke about Code Enforcement requesting the City restore to the website the ability to check the status of a complaint/action.

Pauline McKenzie spoke regarding South 166<sup>th</sup> Street: (1) safety at the Military Road South intersection; and (2) need for paving between Military Road and McMicken Heights Elementary School.

### PRESENTATIONS:

• **Council consideration and confirmation of the Mayoral appointment of Judy Beste as an alternate member to the Senior Citizen Advisory Committee**

MOVED BY LADENBURG, SECONDED BY T. ANDERSON TO APPOINT JUDY BESTE AS AN ALTERNATE MEMBER TO THE SENIOR CITIZEN ADVISORY COMMITTEE.

MOTION CARRIED UNANIMOUSLY.

Ms. Beste thanked the Council for the opportunity.

### • YWCA

South King County (SKC) Regional Director June Loveal shared a story of a family that used the YWCA services. She thanked the City for the City's continued support.

### CONSENT AGENDA:

• **Approval of claims vouchers** (check no. 109881 – 109992) in the amount of \$619,960.56 for the period ended January 30, 2015.

• **Approval of claims vouchers** (check no. 109993 – 110037) in the amount of \$84,970.33 for the period ended February 5, 2015.

• **Approval of payroll vouchers** (check nos. 52623 – 52646) in the amount of \$312,926.81 for the period ended January 31, 2015.

• **Approval of payroll electronic fund transfers** (check nos. 83530 - 83666) in the amount of \$278,277.72 for the period ended January 31, 2015.

• **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$59,758.91 for the period ended January 31, 2015.

• **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended February 6, 2015.

### Approval of Council Meeting Minutes:

• **Council Study Session held December 9, 2014**

**Agenda Items reviewed at the January 27, 2015 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3664; A Motion authorizing the City Manager to enter into an agreement with Dogs of Grandview Supporters (DOGS) to operate an Off-Leash Dog Area at Grandview Park for a term of 10 years**

**CONSENT AGENDA (Continued):**

**Agenda Bill #3665; A Motion authorizing the City Manager to enter into an agreement with Sound Transit for Stream Buffer Mitigation for Des Moines Creek required for non-motorized improvements for South 200<sup>th</sup> Street link extension**

**Agenda Bill #3667; A Motion authorizing the City Manager to execute a contract with Top to Bottom Janitorial for custodial work at City facilities**

**Agenda Bill #3672; An Ordinance #15-1002 amending sections 7.40.020 and 7.40.060 of the SeaTac Municipal Code related to Garbage Regulations**

MOVED BY CAMPBELL, SECONDED BY LADENBURG TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

**PUBLIC HEARING (PH):**

**•Amendment to a Development Agreement (DA) between the City of SeaTac and International Boulevard (IB) LLC**

Mayor Gregerson opened the PH at 6:58 p.m.

CED Director Scorcio reviewed the summary for Agenda Bill #3668 below. He also responded to questions asked during the January 27, 2015 Council Study Session (CSS) presentation.

Council discussion ensued regarding the proposed amendment.

Roger McCracken spoke in favor of the DA.

Mayor Gregerson closed the PH at 7:26 p.m.

**ACTION ITEM:**

**Agenda Bill #3668; A Resolution #15-004 executing an amendment to a Development Agreement (DA) between the City of SeaTac and International Boulevard LLC**

**Summary:** International Boulevard (IB), LLC originally entered into a DA in 2005, with an amendment in 2008 for the property located in the vicinity of South 185<sup>th</sup> Street and IB, which contains MasterPark Lot A. The terms of the DA included the right to develop:

- (i) A mixed-use structure, consisting of at least 7,500 square feet (sq. ft.) of retail and/or office use. The retail/mixed-use building portions of the development shall be allowed all uses allowed as permitted and conditional uses in the C-BC classification under SeaTac Municipal Code (SMC) 15.35.110 - 160, except: adult entertainment, arcade, auto rental/auto sales/auto repair/auto service, construction/trade, funeral home, general repair, kennel, laundromat, miscellaneous equipment rental facility, tavern, warehouse/storage, wholesale/bulk store; and
- (ii) A parking structure with parking capacity for the number of vehicles equal to the greater of: the number permitted by SMC 15.35.950, Parking Bonus Incentive Program, as it exists on the Application Date, or the number of permitted under applicable codes in effect on the date a complete construction permit is received by the City.

In exchange for the rights conferred to IB, LLC the City received ownership of a portion of the Bow Lake lakebed and shoreline for a pedestrian walkway and also the future dedication of an Access Easement across the IB property for the construction of a pedestrian footpath from IB to the Bow Lake walkway and shoreline.

The first Amendment to the DA clarified language regarding the retention by IB, LLC of a portion of the lakefront upon completion of the development project, to help fulfill requirements under SMC 15.10.435, relating to the preservation of lands for open space and park purposes.

Recent past, and current economic conditions have precluded the ability to develop the subject property as envisioned in the DA. For this reason, the City and IB, LLC have negotiated the proposed Second Amendment to the DA which provides an extension to December 31, 2024 to complete the development project in exchange for the following additional public benefits:

- A cash payment of \$210,000 to be utilized for a yet to be determined capital improvement project. This amount represents the discounted present value of property taxes the City would receive from the improved property during an eight-year period including permitting, construction and initial county assessment periods.
- A second cash payment in the amount of \$100,000 in 2022 if the DA requirement for the commencement of permitting is extended for two additional years to 2024, and the construction completion date to 2026.

**ACTION ITEM (Continued):**

**Agenda Bill #3668; Resolution #15-004 (Continued):**

- Agreement to design and construct the development in accordance with SMC Sections 15.35.920 (Parking Structure Character and Massing) and 15.35.530 (Treatment of Blank Walls), neither of which were required by the original DA.
- No provision to require the repayment of any pre-paid property taxes to IB, LLC in the event that the project is constructed prior to the end date(s) of the proposed second amendment.

MOVED BY T. ANDERSON, SECONDED BY BUSH TO PASS AGENDA BILL #3668 (RESOLUTION #15-004).\*

Council stated their support of this agreement.

\*MOTION CARRIED UNANIMOUSLY.

**PUBLIC COMMENTS (related to Unfinished Business):** There were no public comments.

**UNFINISHED BUSINESS:** There was no Unfinished Business.

**NEW BUSINESS:**

*(This agenda bill number was assigned for tracking purposes only. No agenda bill was prepared.)*

**Agenda Bill #3674; A Motion taking a position to support or oppose Senate Bill (SB) 5332 and House Bill (HB) 1934**

MOVED BY LADENBURG, SECONDED BY CAMPBELL TO TAKE A POSITION TO SUPPORT OR OPPOSE SENATE BILL 5332 AND HOUSE BILL 1934.\*

Council discussion ensued regarding the need for this motion.

Mary clarified that the City's wage ordinance specifically says none of the provisions can be waved unless done so in a collective bargaining agreement. SB 5332 and HB 1934 nullifies this.

Mr. Cutts stated that the Association of Washington Cities (AWC) is opposing these bills which preempt what the City's Ordinance says.

**Public comment:** Vicki Lockwood encouraged the City to pay attention to SeaTac business, not Olympia.

Earl Gipson stated the minimum wage should be addressed at the state level. The Council shouldn't take a position on these bills and should pay attention to SeaTac.

MOVED BY LADENBURG TO AMEND THE ORIGINAL MOTION TO OPPOSE.\*\*

Council discussion ensued regarding the purpose of these bills and why it is important to SeaTac.

MOVED BY BUSH, SECONDED BY GREGERSON TO POSTPONE THIS ITEM TO THE FEBRUARY 24 COUNCIL STUDY SESSION.

MOTION CARRIED UNANIMOUSLY.

**CITY MANAGER'S COMMENTS:** City Manager Cutts commented on the following: (1) February 16, City Hall closed for the Presidents' Day Holiday; (2) February 17, DM Anderson and CM Ladenburg meeting with legislators; (3) February 18 – 19, AWC Action Days; (4) Grant acceptance - King Conservation District Grant - \$49,741; (5) parking issue at South 175<sup>th</sup> Street update – scheduled meeting with community members; (6) Military Road Update – final paving completed January 29 and mailboxes secured. Keys will be distributed at City Hall.

**COMMITTEE UPDATES:** DM A. Anderson provided updates from the following meetings: (1) SR 509 Coalition Meeting; (2) Adam Smith; and (3) Public Safety & Crime Prevention Meetin.

CM Ladenburg reported on the Policy Issues Committee (PIC).

CM Fernald commented on the Emergency Management Advisory Committee Meeting.

CM Campbell detailed the South Correction Entity (SCORE) Facility Meeting. She also stated she will be attending the WRIA 9 committee meeting.

**COUNCIL COMMENTS:** CM T. Anderson stated she attended former CM Joe Brennan's wife Betty Brennan's funeral.

CM Ladenburg and CM Campbell poke regarding the parking issue at South 170<sup>th</sup> Street and 32<sup>nd</sup> Avenue South. Mr. Cutts clarified that curbside parking is general parking.

CM Fernald stated that parking issue has been a concern of hers for a while now. It is on the City's radar. She also commented on graffiti. SeaTac's graffiti hotline is 973.4991.

DM A. Anderson stated that due to a colleague's medical needs, he has had to cover his teachings and miss Council meetings. He also stated that he will be going to Olympia next week to talk to legislators.

**ADJOURNED:**

MAYOR GREGERSON ADJOURNED THE MEETING AT 8:12 PM.

---

Mia Gregerson, Mayor

---

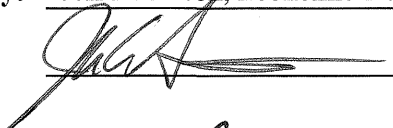

Kristina Gregg, City Clerk

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Community & Economic Development

Agenda Bill #: 3677

**TITLE:** A Resolution sponsoring the request of the Seattle Southside Regional Tourism Authority to join the Association of Washington Cities Employee Benefit Trust.

February 26, 2015	
__ Ordinance <input checked="" type="checkbox"/> Resolution __ Motion __ Info. Only __ Other	
<b>Date Council Action Requested:</b>	RCM: 03-24-15
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	SCSS 3/12/15
<b>Prepared By:</b>	Jeff Robinson, Economic Development Manager
<b>Director:</b>	
<b>City Attorney:</b>	Mary Mirante Barrolo
<b>Finance:</b>	BARS #: N/A
<b>City Manager:</b>	 Applicable Fund Name: N/A

**SUMMARY:** The proposed Resolution sponsors the request of the Seattle Southside Regional Tourism Authority (SSRTA) to join the Association of Washington Cities (AWC) Employee Benefit Trust.

**DISCUSSION / ANALYSIS / ISSUES:** The City Council passed Ordinance number 14-1014 on October 14, 2014 chartering the SSRTA. Since the SSRTA is a new entity, it is necessary for the SSRTA to find employee benefits for its employees. The SSRTA would like to join the AWC Employee Benefits Trust for certain insurance benefits such as medical insurance. In order to do so, a member of the AWC Employee Benefit Trust must sponsor the SSRTA because the SSRTA is not a city. Such a Resolution is a requirement of AWC, and does not obligate the City financially or administratively, in any way.

The proposed Resolution sponsors the request of the SSRTA to join the Association of Washington Cities (AWC) Employee Benefit Trust.

**RECOMMENDATION(S):** It is recommended that the Resolution be passed.

**FISCAL IMPACT:** None.

**ALTERNATIVE(S):** Do not pass the Resolution. However, the SSRTA is in need of a member of the AWC Employee Benefit Trust in order to join the benefit trust.

**ATTACHMENTS:** None.



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION of the City Council of the City of SeaTac, Washington sponsoring the request of the Seattle Southside Regional Tourism Authority to join the Association of Washington Cities Employee Benefit Trust.

**WHEREAS**, the City chartered the Seattle Southside Regional Tourism Authority (SSRTA) on October 14, 2014; and

**WHEREAS**, the SSRTA would like to participate in the Association of Washington Cities Employee Benefit Trust benefits program as a quasi-municipal entity; and

**WHEREAS**, the Association of Washington Cities Employee Benefit Trust requires that a city member of the Association of Washington Cities Employee Benefit Trust sponsor a non-city entity's request before the non-city entity can participate in the Association of Washington Cities Employee Benefit Trust benefit programs;

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

1. The City of SeaTac, with this Resolution, sponsors the Seattle Southside Regional Tourism Authority's request for application to join the Association of Washington Cities Employee Benefit Trust as a non-city entity.
2. The City of SeaTac requests that the Seattle Southside Regional Tourism Authority be allowed into the Association of Washington Cities Employee Benefit Trust.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

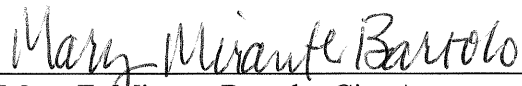
**CITY OF SEATAC**

\_\_\_\_\_  
Mia Gregerson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Seattle Southside Regional Tourism Authority – AWC Benefit Trust]