



City of SeaTac

Council Study Session Agenda

May 12, 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 #3694; A Motion authorizing the City Manager to execute an Interlocal Agreement with Highline Water District for water main replacement in conjunction with the 37th and 40th Avenues South Sidewalk Project (total time: 10 minutes / presentation time: 5 minutes)

By: Civil Engineer II Toli Khlevnoy

2. PRESENTATIONS –INFORMATION ONLY:

• **Quarterly Public Safety Statistics (total time: 10 minutes / presentation time: 5 minutes)**

By: Deputy Chief Brian Wiwel

EXECUTIVE SESSION: Review the performance of a public employee (RCW 42.30.110 [1][g]) (20 Minutes) / Consider the minimum price at which real estate will be offered for sale (RCW 42.30.110 [1][c]) (15 Minutes)

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

May 12, 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.)

2. PRESENTATIONS:

●Chore Services (*total time: 5 minutes*)

By: Catholic Community Services Volunteer Services Supervisor Kizzie Funkhouser

●Watershed-Based Restoration and Salmon Recovery in SeaTac (*total time: 30 minutes / presentation time: 20 minutes*)

By: Green/Duwamish & Central Puget Sound Watershed Coordinator Doug Osterman

3. CONSENT AGENDA:

●Approval of claims vouchers (check no. 110770 – 110922) in the amount of \$562,579.97 for the period ended May 5, 2015.

●Approval of payroll vouchers (check nos. 52743 – 52765) in the amount of \$232,094.78 for the period ended April 30, 2015.

●Approval of payroll electronic fund transfers (check nos. 84336 - 84475) in the amount of \$327,586.45 for the period ended April 30, 2015.

●Approval of payroll wire transfer (Medicare and Federal Withholding Tax) in the amount of \$53,902.02 for the period ended April 30, 2015.

Approval of Council Meeting Minutes:

●Council Study Session held April 14, 2015

Agenda Items reviewed at the April 28, 2015 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3685; An Ordinance amending the 2015-2016 budget for certain unspent 2014 carry forward appropriations

Agenda Bill #3696; A Motion authorizing the City Manager to execute a design contract amendment for the Connecting 28th/24th Avenue South project

Agenda Bill #3679; A Motion authorizing final acceptance of South 179th Street Sidewalk Project

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:

4. Agenda Bill #3693; A Resolution endorsing a preferred SR 509/I-5 alignment of Sound Transit's Federal Way Link Extension within SeaTac city limits (*total time: 30 minutes / presentation time: 5 minutes*)

By: Assistant City Manager Gwen Voelpel / Community & Economic Development Director Joe Scorcio / Planning Manager Steve Pilcher

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: Public Works

Agenda Bill #: 3694

TITLE: A Motion authorizing the City Manager to execute an Interlocal Agreement with Highline Water District for water main replacement in conjunction with the 37th and 40th Avenue South Sidewalk Project.

April 30, 2015	
___ Ordinance ___ Resolution <u>X</u> Motion ___ Info. Only ___ Other	
Date Council Action Requested:	<u>05/26/2015 RCM</u>
Ord/Res Exhibits:	
Review Dates:	<u>05/12/2015 CSS</u>
Prepared By:	<u>Toli Khlevnoy, Civil Engineer 2</u>
Director:	<u><i>Shawn W. ...</i></u> City Attorney: <u><i>Mark ...</i></u>
Finance:	<u><i>N/A</i></u> BARS #: <u>307.000.11.595.61.63.187</u>
City Manager:	<u><i>Toli ...</i></u> Applicable Fund Name: <u>Transportation CIP (307)</u>

Handwritten initials and marks on the right side of the form.

SUMMARY: This Motion authorizes the City Manager to execute an Interlocal Agreement (ILA), substantially in the form attached, with Highline Water District for the work associated with the 37th and 40th Avenue South Sidewalk Project.

DISCUSSION / ANALYSIS / ISSUES: Highline Water District desires to replace 1,075 linear feet of existing water main on 40th Avenue South from South 170th Street to South 166th Street. Combining the District's water main work with the City's sidewalk project will minimize disruption to the neighborhood and traveling public. The project also benefits from savings in sharing costs associated with traffic control, erosion control, and construction surveying. The District will reimburse the City for 100% of the actual water main construction cost. In addition, a 10% fee is also assessed for the construction management of the District's work. A detailed engineer's estimate for the water main work is attached as Exhibit C to the ILA.

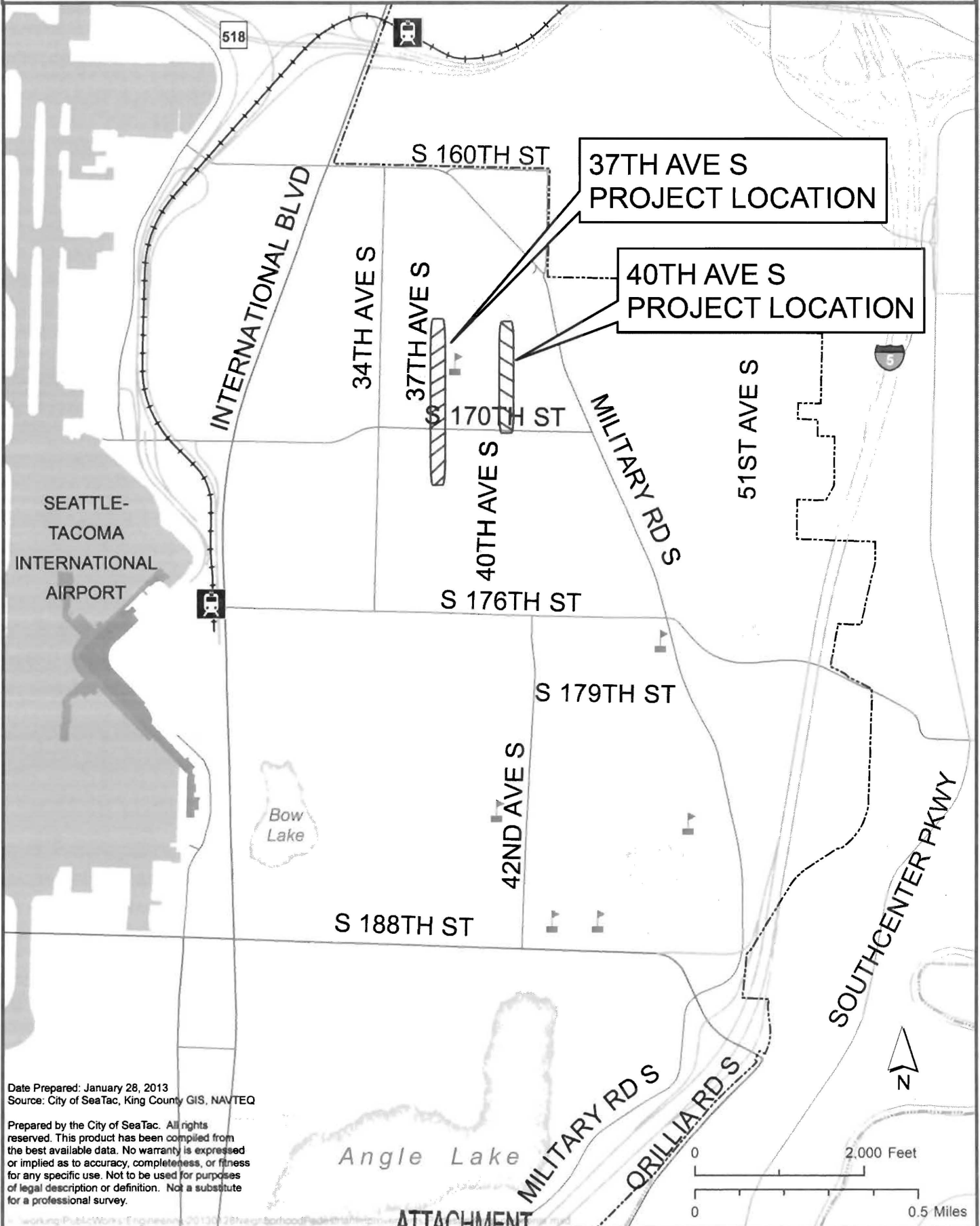
RECOMMENDATION(S): It is recommended that the Motion be carried.

FISCAL IMPACT: This Motion has no net financial impact to the City. The full cost of construction and management of the District's work is estimated at \$254,721.64. These costs will be reimbursed by Highline Water District.

ALTERNATIVE(S): Do not enter into this Interlocal Agreement. Highline Water District would then construct its improvements at a later time by its own means; however this would result in additional disruption to the neighborhood and require reconstruction of sections of sidewalk and roadway pavement.

ATTACHMENTS: 1) Vicinity Map; 2) Proposed Interlocal Agreement

37th and 40th Avenue South Sidewalk Project



Date Prepared: January 28, 2013
Source: City of SeaTac, King County GIS, NAVTEQ

Prepared by the City of SeaTac. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND HIGHLINE WATER
DISTRICT FOR CONSTRUCTION OF WATER DISTRIBUTION FACILITIES AS PART OF
THE 37th and 40th AVENUE SOUTH SIDEWALK 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 30th Avenue South, Kent, Washington 98032 ("DISTRICT"); (individually a "Party" and collectively the "Parties").

RECITALS

- A. The CITY is constructing roadway and sidewalk improvements along 37th Ave S and 40th Ave S between S 166th St and S 170th 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 along 40th Ave S.
- 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

ATTACHMENT #2

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: jdeldmar@highlinewater.org

If to the CITY: City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Attn: Toli Khlevnoy, Project Engineer
Email: tkhlevnoy@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 roadway and sidewalk improvements along 37th Ave S and 40th Ave S between S 166th St and S 170th St. Work will include but not limited to traffic control, temporary erosion and sedimentation control, roadway and storm water improvements, new curb, gutter and sidewalk, 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 1,075 LF of 8-inch diameter ductile iron water main along 40th Ave S, as described in the Plans and Specifications prepared by Parametrix, Inc. 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 August 17, 2015. The anticipated project duration is 100 working days.

EXHIBIT B
PLANS AND SPECIFICATIONS

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

EXHIBIT C

COST OF WORK

Engineers Estimate for Highline Water District Work (Schedule B)

Table C-1: Engineer's Estimate for Highline Water District's Work (Schedule B)

SCHEDULE B Water Improvements		Approx.			
Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
B-1	Mobilization (10% of Construction)	1	LS	\$19,225.00	\$19,225.00
B-2	Trench Safety System	1	LS	\$1,500.00	\$1,500.00
B-3	Temporary Traffic Control Devices	1	LS	\$1,500.00	\$1,500.00
B-4	Flaggers and Spotters	250	HR	\$50.00	\$12,500.00
B-5	Cut In and/or Connect to Existing System	4	EA	\$2,500.00	\$10,000.00
B-6	Furnish and Install 8-inch Class 52 DI Pipe	1,075	LF	\$75.00	\$80,625.00
B-7	Resetting Existing Hydrant	1	EA	\$1,500.00	\$1,500.00
B-8	Additional Water Main Fitting and Restrained Joints	1,000	LB	\$5.00	\$5,000.00
B-9	Reconnecting Existing Hydrant	1	EA	\$1,000.00	\$1,000.00
B-10	Short Service Connection, 5/8-inch through 1-inch	6	EA	\$1,250.00	\$7,500.00
B-11	Long Service Connection, 5/8-inch to 1-inch	7	EA	\$2,000.00	\$14,000.00
B-12	1-1/4-inch Crushed Surfacing Base Course	505	TON	\$25.00	\$12,625.00
B-13	Surface Restoration	1	LS	\$11,000.00	\$11,000.00
B-14	Temporary Erosion and Sedimentation Control	1	LS	\$1,000.00	\$1,000.00
B-15	Survey for Water Main	1	LS	\$2,500.00	\$2,500.00
B-16	Resolution of Utility Conflicts	1	FA	\$15,000.00	\$15,000.00
B-17	Minor Change	1	EST	\$15,000.00	\$15,000.00
				Subtotal	\$211,475.00
				9.5% WSST	\$20,090.13
				Total Engineer's Estimate of Probable Construction Cost	\$231,565.13
				10% Construction Management Fee (City of SeaTac)	\$23,156.51
ESTIMATE OF CONSTRUCTION COST FOR WATER MAIN REPLACEMENT					\$254,721.64

2. PRESENTATIONS –INFORMATION ONLY:

- **Quarterly Public Safety Statistics** (*total time: 10 minutes / presentation time: 5 minutes*)

By: Deputy Chief Brian Wiwel

EXECUTIVE SESSION: Review the performance of a public employee (*RCW 42.30.110 [1][g]*) (*20 Minutes*) / Consider the minimum price at which real estate will be offered for sale (*RCW 42.30.110 [1][c]*) (*15 Minutes*)

RCM PRESENTATIONS:

- **Chore Services** (*total time: 5 minutes*)

By: Catholic Community Services Volunteer Services Supervisor Kizzie Funkhouser

- **Watershed-Based Restoration and Salmon Recovery in SeaTac** (*total time: 30 minutes / presentation time: 20 minutes*)

By: Green/Duwamish & Central Puget Sound Watershed Coordinator Doug Osterman

**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

City of SeaTac

Council Study Session Minutes Synopsis

April 14, 2015
4:30 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Study Session (CSS) was called to order by Deputy Mayor (DM) Tony Anderson at 4:31 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson (*participated by phone*), DM Anthony (Tony) Anderson, Councilmembers (CMs) Barry Ladenburg (*arrived at 4:37 p.m.*), 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, Assistant Parks & Recreation (P&R) Director Lawrence Ellis, Facilities Manager Pat Patterson, Public Works (PW) Director Tom Gut, Civil Engineer II Toli Khlevnoy, Community and Economic Development (CED) Director Joe Scorcio, Planning Manager Steve Pilcher, Senior Planner Kate Kaehny, Economic Development (ED) Manager Jeff Robinson, Executive Assistant Lesa Ellis, and Police Chief Lisa Mulligan.

PUBLIC COMMENTS (related to the agenda items listed below): Martin J. Durkan Jr., representing the Shamsheldin family which owns the Alaska Gold Coast building, O'Reilly Auto Parts, and some vacant land commented on the Federal Way Link Extension—Draft Environmental Impact Statement (DEIS) Summary. He urged Council to take a strong position on the preferred route and chose the SR509 right-of-way (ROW) option.

Agenda Bill #3686; A Motion approving the lease for Key Insurance, LLC, and the lease renewal for SASH Senior Home Sale Services for space on the second floor of City Hall

Summary: Key Insurance is interested in leasing the remaining 2,649 square feet (sq. ft.) of space available in City Hall. Key Insurance brokers several types of insurance such as commercial, personal, bonds, and employee benefits.

SASH Senior Home Sale Services currently leases 3,989 sq. ft. They have been in the building for three years. SASH provides senior clients and their families with specialized support and assistance through the sale of their home.

The lease term for Key Insurance is three years starting out at \$3,973.50 per month the first year and escalating \$.35 per square foot each year thereafter. For the three year term it will generate \$145,816.54. The cost of tenant improvements is estimated to be \$18,350. The commission due Andover is \$5,832.66. The amount paid in lease hold excise tax will be \$18,722.84. Utilities and custodial care is estimated to be \$36,463. The net amount over the term of the lease is estimated to be \$66,448.

The lease term for SASH is also three years starting at \$6,203.61 per month. The amount of revenue generated from the three year lease renewal for SASH will be \$228,755.04. The commission due Andover will be \$8,833.44. Leasehold excise tax is estimated to be \$29,372.14. Utilities and custodial care is estimated to be \$48,498. Net gain over the lease term is estimated to be \$142,052.

Facilities Manager Patterson reviewed the agenda bill summary.

CM Ladenburg arrived at this point in the meeting.

Council discussion ensued regarding the parking impact, how long the space has been empty, and how the new tenant was acquired. Mr. Patterson responded to the questions.

Council consensus: Refer to the 04/28/15 Consent Agenda

Agenda Bill #3689; An Ordinance amending the 2015-2016 Biennial City Budget to fund scanning of documents by the City Clerk

Summary: Currently, the City Clerk's Office stores paper records on the second floor of City Hall. Should the City Council authorize the lease of space on the second floor of City Hall, these records will need to be moved. These records include approximately 126 containers with a lifetime retention period. The record center currently does not have the capacity to store such large volume on site. Therefore, the City Clerk proposes authorizing an expenditure of \$17,000 to scan these records since a majority of the records consist of large construction site plans and will require large specialized scanners to process. Transferring these records into an electronic format is preferable to keeping them as paper as they would be more secure and safe from physical degradation as they are housed indefinitely. Second, the electronic files would take up significantly less space and in a better position for disaster recovery. Finally, having these records in an electronic format would make it easier to retrieve should they be needed.

Agenda Bill #3689 (Continued): This Ordinance authorizes an increase in expenditures from the General Fund (GF) in the amount of \$17,000 to pay for the cost of scanning records. In order to provide the funds to pay for this expense, the Ordinance also transfers \$17,000 from the Building Management Fund to the GF. Lease payments for the second floor of City Hall are deposited into the Building Management Fund, and since the leasing of space to a tenant on the second floor is necessitating this expense, the proposed transfer is recommended.

City Clerk Gregg reviewed the agenda bill summary.

Council discussion ensued regarding the costs and equipment needs.

Council consensus: Refer to the 04/28/15 Consent Agenda

Agenda Bill #3682; A Motion authorizing staff to apply for the 2016 Community Development Block Grant (CDBG) for design and construction of a neighborhood park at the Riverton Heights site

Summary: The proposed project will design and construct a neighborhood park within the eight acre parcel of land at the Riverton Heights site (the area of the park would be three acres). In 2007, the City purchased the Riverton Heights Elementary School site from the Highline School District (HSD) and the community adopted the site as an informal park. After acquiring the site, the City cleared the buildings and completed the necessary environmental cleanup.

Over six months and three community meetings, members of the community developed a vision that would be an amenity for the whole community and a space that serves its immediate neighbors. The creation of a neighborhood park would accommodate multiple activities and provide a combination between active and passive uses. Some of the amenities that were presented at the community meetings will be identified in the grant application. The scope of work will focus on a children's play area, basketball court, shelters, art gateways at entry points of the park, installation of irrigation, benches and pathways.

The past seven years the P&R Department has been very successful in securing funds with King County (KC) CDBG program to design and construct a neighborhood park and a skate park at SeaTac Community Center (STCC), expand the Valley Ridge Community Center (VRCC) to accommodate the teen program and to renovate Sunset soccer field. We applied for this grant in 2014 for the same project but the application was pulled by the City because Housing and Urban Development (HUD) guidelines prohibit any construction being performed during the application review process. The City had already contracted T.F. Sahli to remove asphalt during this period.

The design and construction of the proposed project is not budgeted and this portion of the project will not proceed without CDBG grant funding. The estimated cost for design and construction is undetermined at this time. If the grant funding is approved, the City Council will be asked to formally accept the grant and award contracts for design and construction of the project.

To meet all grant requirements, a pre-application has been submitted (due April 2, 2015) and the formal grant application deadline is May 29, 2015. Approval of this Motion is required for the City to formally apply for this grant funding. If this Motion to apply is not approved, staff will withdraw the pre-application.

Applying for this grant has no fiscal impact. This is not a matching grant and this portion of this project will not move forward without this grant.

Assistant P&R Director Ellis reviewed the agenda bill summary.

Council discussion ensued regarding other grants/funding available, basketball court, and work completed to date at that site.

Council consensus: Refer to the 04/28/15 Consent Agenda

Agenda Bill #3676; A Motion authorizing the City Manager to execute a construction contract and authorizing expenditures for the 24th Avenue South Overlay Project

Summary: The 24th Avenue South Overlay Project limits are between South 154th and 142nd Streets. The project involves repairing, paving and channelizing approximately 0.70 miles of roadway. Also, approximately 2,100 feet of storm drainage infrastructure will be replaced due to its current structural condition and life expectancy. Restoration from the storm drainage work will require replacing 0.30 miles of concrete curb, gutter, and sidewalk.

The 24th Avenue South Overlay Project was advertised for bids on March 11 with six bids were submitted and opened on March 27. Puget Paving and Construction, Inc. was the apparent low bidder with a bid 5% below the Engineer's Estimate and has previous experience working with the City.

Agenda Bill #3676 (Continued): The total construction cost is estimated to be \$1,164,257.95. The project is funded by the City 102 Street Fund and 403 SWM Fund. The current balance for this project's budget is \$960,000.00 from the 102 Street Fund and \$275,000.00 from the 403 SWM Fund.

Expenditure Authorization

Construction Contract	\$ 1,040,234.50
Contingency (10%)	\$ 104,023.45
Materials Testing (King County)	\$ 15,000.00
Inspection Overtime	\$ 10,000.00
Total	\$ 1,169,257.95

Funding

Street Fund 102	\$ 894,257.95
SWM Fund 403	\$ 275,000.00
Total	\$ 1,169,257.95

Civil Engineer II Khlevnoy reviewed the agenda bill summary.

Council discussion ensued regarding why the project doesn't go further, whether any other companies (water/sewer/cable) have scheduled improvements in the area, where the water flows to, timeline (May, June, and July), and potential for any road closures due to the project.

Council consensus: Refer to the 04/28/15 Consent Agenda

PRESENTATIONS – COUNCIL DIRECTION:

•Federal Way Link Extension—Draft Environmental Impact Statement (DEIS) Summary

CED Director Scorcio stated during the March 17 Joint City Council / Planning Commission (PC) Meeting, Council requested draft policy language be added to the Comprehensive Plan (CP) update dealing with the future extension of light rail through SeaTac. The draft policy language is "to actively engage with Sound Transit on the planning and construction of the extension of light rail service south of South 200th Street to the southern City limits and beyond."

Timeline: April 10 – May 26, staff – DEIS review; June - optional recommendation on preferred route; summer 2015 – Sound Transit selection of preferred route; 2016 – Final EIS, Sound Transit Board selects project to build, and Federal Transit Administration issues Record of Decision; 2017 – 2018 Final Design; 2019 – 2022 - construction to Kent/Des Moines; and 2023 - start of service to Kent/Des Moines.

Government and Community Relations Officer Chelsea Levy stated that Sound Transit has reached pinnacle step with the release of the DEIS.

South Corridor Development Manager Cathal Ridge provided an overview of the entire project. He highlighted outreach activities, key stakeholder concerns, and the four basic alternatives – SR99, I-5, SR99 to I-5, and I-5 to SR99.

Mr. Ridge reviewed the projected impacts in SeaTac: affected parcels, permanent footprint impacts, impacts by alternative, and commercially zoned land acquired.

Public Meetings have been scheduled for May 6, 4-7 p.m. at the Federal Way Community Center, and May 7, 4-7 p.m. at the Highline College Student Union Building.

Council discussion ensued regarding the extension, including the process to handle displacements, definition of residential units, calculations used for impacts, noise levels, eminent domain, and moving the water tower.

Mr. Ridge stated that some cities will choose to take a formal position on the preferred alignment while others won't. Mayors of the corridor are meeting to discuss this. The goal is to help the board members be aware of how jurisdictions feel.

Council concurred to have staff present a draft Resolution on the City's preferred alignment at the April 28 CSS for discussion.

The following item was postponed to a future meeting due to time limitations.

•Review of draft Angle Lake District Station Area Plan

ADJOURNED: DM A. Anderson adjourned the CSS at 6:18 p.m.

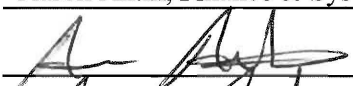


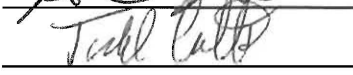
SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Finance & Systems

Agenda Bill #: 3685

TITLE: An Ordinance to amend the 2015-2016 budget for certain unspent 2014 carry forward appropriations.

April 29, 2015	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 05/12/2015</u>	
Ord/Res Exhibits: <u>Exhibit A - Summary of carry forward items; Exhibit B - All Budgeted Funds Table</u>	
Review Dates: <u>CSS 04/28/2015</u>	
Prepared By: <u>Aaron Antin, Finance & Systems Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>Multiple accounts</u>
City Manager: <u></u>	Applicable Fund Name: <u>Multiple Funds</u>

SUMMARY: This Ordinance amends the city's 2015-2016 Biennial Budget to include certain unspent 2014 carry forward appropriations.

DISCUSSION / ANALYSIS / ISSUES: Special revenue fund #106 and Transportation capital fund # 307 have eligible savings from 2014 that are a result of two particular projects continuing from 2014 into 2015. This amendment would move that 2014 savings from 2014 to 2015 in a total amount of \$225,000. Details of this request are shown in Exhibit A. Exhibit B has also been updated to provide Council with a total summary of all funds after reflecting this change and includes beginning and ending fund balances by fund. City Council may note that there is no request being made for the General Fund, as the 2% savings that was experienced in 2014 was already anticipated when the beginning fund balance for the 2015-2016 budget was previously set.

This carry forward request of \$225,000 is approximately 0.1% of the 2015-2016 adopted budget of \$169,176,587. All budget carry forward amounts have been reviewed for compliance with the appropriate RCW's for this restricted budgetary process allowed by State Law.

Budget carry forward actions are not considered new budget appropriations, as the previously granted (and unspent) budget authority is moving from 2014 to 2015 to allow for the timing of project payments that were originally planned for in 2014 to occur in 2015 and coincide with the actual project completion timeline that is also moving from 2014 to 2015.

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

FISCAL IMPACT: There is no net fiscal impact as any expenditure increase is entirely offset by 2014 expenditure savings.

ALTERNATIVE(S): If not approved, the contractual obligations requiring payment in 2015 for work that was planned for in 2014 but occurred in 2015 would need to be resolved by a separate funding action.

ATTACHMENTS: None

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, to amend the 2015-2016 budget for certain unspent 2014 carry forward appropriations.

WHEREAS, for funds other than the General Fund, the City Council wishes to amend the 2015-2016 adopted budget, to carry forward unexpended 2014 appropriations for projects continuing into 2015; and

WHEREAS, certain adjustments to fund balances and expenditures are advisable to properly manage and account for city funds and to increase transparency of the total citywide all-funds financial summary; and

WHEREAS, State Law, Chapter 35A.34 RCW allows for carry forward of unexpended appropriation balances of a preceding budget year;

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

Section 1. This Ordinance amends the City's 2015-2016 biennial budget for 2014 unspent appropriation authority on project commitments made during 2014 but are anticipated to be completed in due course during the 2015-2016 biennial budget period. Such requests have been further evaluated and limited to actual budget savings occurring during 2014 to be eligible for this budget action. The result will be an increase in the budgeted beginning fund balances and an increase to the 2015 expenditure authority by the same amount of \$225,000. This amount is composed entirely of unexpended 2014 budget authority being carried forward into 2015 for the items identified in Exhibit A.

There are no General Fund amounts included in this budget action.

Section 2. The amended biennial budget sets forth totals of estimated appropriations for each separate fund, and the aggregate totals for all such funds. The said amended budget appropriations, in summary by fund and aggregate total of the City of SeaTac is shown in the attached Exhibit B

Section 3. This Ordinance shall be in full force and effect for the fiscal years 2015-2016 five (5) days after passage and publication as required by law.

ADOPTED 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

[Effective Date: _____]

[2015-2016 Biennial Budget Amendment Ordinance]

EXHIBIT A
2014 to 2015 Budget carry forward summary

<u>FUND #</u>	<u>From Acct #</u>	<u>To Acct #</u>	<u>Carry Fwd Amount</u>	<u>Description</u>
<i>There are no General Fund Requests</i>			<u>\$0</u>	Actual savings of 2% was already anticipated in setting the 2015-2016 Budget
<i>Special Revenue Funds</i>				
106	106.000.03.519.70.41.000	106.000.03.519.70.41.000	\$70,000	Sound Transit related contracted professional services not completed in 2014 will carry forward into the 2015 budget period.
<i>Capital Funds</i>				
307	307.000.11.595.61.63.186	307.000.11.595.61.63.186	\$155,000	Required for the remaining payments for construction to S 179th St Sidewalk Project.
Grand Total - ALL FUNDS			<u><u>\$225,000</u></u>	

EXHIBIT B

2015-2016 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$169,176,587

FUND		BEGINNING BALANCE 2015-2016	REVENUES & OTHER SOURCES 2015-2016	EXPENDITURE APPROPRIATION 2015-2016	ENDING BALANCE 2015-2016
001	General Fund	\$ 7,454,789	\$ 72,482,593	\$ 69,984,179	\$ 9,953,203
102	Street Fund	8,531,781	15,394,742	15,510,794	8,415,729
105	Port ILA	1,299,848	1,250	45,470	1,255,628
106	Transit Planning	208,350	657,280	727,080	138,550
107	Hotel/Motel Tax	6,696,335	2,022,422	2,670,003	6,048,754
108	Building Management	1,341,000	3,022,900	2,030,954	2,332,946
110	Facility Repair & Replacement	87,653	200,100	283,058	4,695
111	Des Moines Creek Basin ILA	1,248,851	725,792	738,616	1,236,027
206	2009 LTGO Bond Fund	10,802	691,020	691,000	10,822
207	SCORE Bond Servicing	0	419,022	419,022	0
301	Municipal Capital Improvements	258,682	4,671,424	3,363,859	1,566,247
306	Municipal Facilities CIP	3,274,810	1,183,000	4,456,656	1,154
307	Transportation CIP	1,021,375	23,538,000	22,313,408	2,245,967
308	Light Rail Station Areas CIP	1,804,772	1,500	1,750,000	56,272
403	SWM Utility	3,108,978	5,414,705	4,454,842	4,068,841
501	Equipment Rental	1,356,889	1,045,922	2,348,475	54,336
TOTAL BIENNIAL BUDGET		\$37,704,915	\$131,471,672	\$131,787,416	\$37,389,171

2015 BUDGET PORTION FOR MANAGEMENT PURPOSES

		FY 2015	FY 2015	FY 2015	FY 2015
001	General Fund	\$ 7,454,789	\$ 36,253,066	\$ 34,636,147	\$ 9,071,708
102	Street Fund	8,531,781	7,558,965	9,846,185	6,244,561
105	Port ILA	1,299,848	750	22,735	1,277,863
106	Transit Planning	208,350	320,256	390,156	138,450
107	Hotel/Motel Tax	6,696,335	997,789	1,342,790	6,351,334
108	Building Management	1,341,000	1,529,700	1,169,474	1,701,226
110	Facility Repair & Replacement	87,653	100,050	183,059	4,644
111	Des Moines Creek Basin ILA	1,248,851	362,364	350,808	1,260,407
206	2009 LTGO Bond Fund	10,802	347,510	347,500	10,812
207	SCORE Bond Servicing	0	209,553	209,553	0
301	Municipal Capital Improvements	258,682	2,109,774	1,763,709	604,747
306	Municipal Facilities CIP	3,274,810	1,183,000	4,456,656	1,154
307	Transportation CIP	1,021,375	11,984,500	11,286,040	1,719,835
308	Light Rail Station Areas CIP	1,804,772	750	1,250,000	555,522
403	SWM Utility	3,108,978	2,707,794	2,641,677	3,175,095
501	Equipment Rental	1,356,889	514,947	1,290,252	581,584
TOTAL BUDGET		\$37,704,915	\$66,180,768	\$ 71,186,741	\$32,698,942

2016 BUDGET PORTION FOR MANAGEMENT PURPOSES

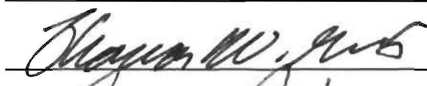
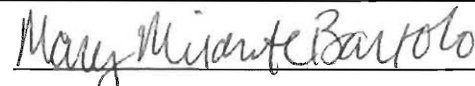


		FY 2016	FY 2016	FY 2016	FY 2016
001	General Fund	\$ 9,071,708	\$ 36,229,527	\$ 35,348,032	\$ 9,953,203
102	Street Fund	6,244,561	7,835,777	5,664,609	8,415,729
105	Port ILA	1,277,863	500	22,735	1,255,628
106	Transit Planning	138,450	337,024	336,924	138,550
107	Hotel/Motel Tax	6,351,334	1,024,633	1,327,213	6,048,754
108	Building Management	1,701,226	1,493,200	861,480	2,332,946
110	Facility Repair & Replacement	4,644	100,050	99,999	4,695
111	Des Moines Creek Basin ILA	1,260,407	363,428	387,808	1,236,027
206	2009 LTGO Bond Fund	10,812	343,510	343,500	10,822
207	SCORE Bond Servicing	0	209,469	209,469	0
301	Municipal Capital Improvements	604,747	2,561,650	1,600,150	1,566,247
306	Municipal Facilities CIP	1,154	-	-	1,154
307	Transportation CIP	1,719,835	11,553,500	11,027,368	2,245,967
308	Light Rail Station Areas CIP	555,522	750	500,000	56,272
403	SWM Utility	3,175,095	2,706,911	1,813,165	4,068,841
501	Equipment Rental	581,584	530,975	1,058,223	54,336
TOTAL BUDGET		\$32,698,942	\$65,290,904	\$60,600,675	\$37,389,171

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3696

TITLE: A Motion authorizing the City Manager to execute a design contract amendment for the Connecting 28th/24th Avenue South project.

<i>April 21, 2015</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>5/12/15 RCM</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>4/28/15 CSS</u>	
Prepared By: <u>Florendo Cabudol, Assistant City Engineer</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>307.000.11.595.30.63.057</u>
City Manager: <u></u>	Applicable Fund Name: <u>Transportation CIP (307)</u>

3/21/15

SUMMARY: This Motion authorizes the City Manager to execute a design contract amendment for the Connecting 28th/24th Avenue South project and authorizes payment for this amendment from the City's 307 Transportation CIP fund.

DISCUSSION / ANALYSIS / ISSUES: CH2M HILL, Inc. is the design engineer for the Connecting 28th/24th Avenue South project. The contract for design services was approved by Council through Agenda Bill 3443 and executed on September 20, 2012. A previous contract amendment was approved through Resolution 14-006 and executed on July 10, 2014. This initial contract amendment was for additional services in support of the delivery and stabilization of fill material for the project. A second contract amendment is needed for additional services to design and incorporate a bridge and tunnel into the project that is outside the original contract scope of work. The bridge and tunnel structures will replace the proposed embankment through the segment of the 28th/24th Avenue South corridor that intersects with the future State Route 509. These structures will help avoid future tear out of the new roadway and preserves a north-south principal arterial when SR 509 is built. Ultimately, these structures will be SR 509 facilities. Once the State Legislature funds the SR 509 project, the City would seek reimbursement through the Washington State Department of Transportation for both design and construction cost.

The requested contract amendment amount of \$608,064 compensates for the additional services to complete the project. The amendment also extends the contract completion date to February 5, 2016. The structures would be built by the City's Connecting 28th/24th Avenue South construction contract in 2016 – 2017. The conceptual cost estimate to design and construct both structures is \$4 million. The additional construction expenditure will be included in the mid-biennial budget modification later this year.

RECOMMENDATION(S): It is recommended that the Motion be carried.

FISCAL IMPACT: This amendment increases the total design authorization amount from \$2,628,497 to \$3,236,561. The \$608,064 expenditure will not increase costs above the project's total 2015-2016 biennium budget of \$13,444,000.

ALTERNATIVE(S): Do not pass the Motion. Not passing this Motion eliminates the bridge and tunnel from the project and the embankment option is reinstated.

ATTACHMENTS: Contract Amendment 2 Fee Determination
Washington State Department of Transportation Letter

EXHIBIT E
DRAFT CONSULTANT FEE DETERMINATION - AMENDMENT 02
City of SeaTac
Connecting 28th/24th Avenue South
Summary By Task - CH2M HILL

Task	Task Name	Team Hours	Team Labor	Expenses	Total
	Original Contract Total	16,808.0	\$2,193,929	\$52,071	\$2,246,000
	Management Reserve				\$100,000
	Amendment 01				
	Amendment 01 Total	1,915.0	\$232,382	\$50,115	\$282,497
	Amendment 02				
AA.01	Project Management	500.0	\$74,784	\$0	\$74,784
AA.02	Funding Support	0.0	\$0	\$0	\$0
AA.03	Alternative Development & Screening	239.0	\$31,190	\$0	\$31,190
AA.04	Survey and Mapping	0.0	\$0	\$0	\$0
AA.05	30 % Design	621.0	\$70,654	\$5,000	\$75,654
AA.06	Environmental Documentation	0.0	\$0	\$0	\$0
AA.07	Right of Way	0.0	\$0	\$0	\$0
AA.08	Agency, Stakeholder, and Community Coordination	588.0	\$107,198	\$0	\$107,198
AA.09	Contract Drawings	2,595.0	\$263,208	\$20,000	\$283,208
AA.10	Geotechnical Engineering	122.0	\$14,621	\$6,390	\$21,011
AA.11	Specifications	16.0	\$3,004	\$0	\$3,004
AA.12	Cost Estimating	32.0	\$6,007	\$0	\$6,007
AA.13	Major Milestone Reviews (30, 60, 90, 100%)	32.0	\$6,007	\$0	\$6,007
AA.14	Services During Bidding	0.0	\$0	\$0	\$0
	Amendment 02 Total	4,745.0	\$576,674	\$31,390	\$608,064
	Grand Total	23,468.0	\$3,002,985	\$133,576	\$3,236,561



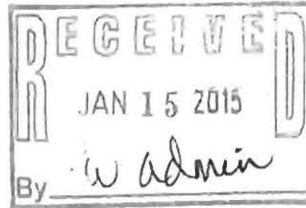
**Washington State
Department of Transportation**

Lynn Peterson, P.E.
Secretary of Transportation

Northwest Region
15700 Dayton Ave North
Seattle, WA 98133-9710

206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Lorena Eng, P.E.
NW Region Administrator



January 9, 2015

Mr. Tom Gut, P.E.
Public Works Director
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

RE: WSDOT Supports the Connecting 28th/24th Avenue South Project

Dear Mr. Gut:

Thank you for your letter dated October 29, 2014 regarding SR 509 Savings Opportunity.

WSDOT agrees that there is a unique opportunity to incorporate a key element of the SR 509 project via the Connecting 28th/24th Avenue South project. WSDOT supports advancing the construction of the bridge over SR 509 as part of the project. Therefore, WSDOT supports SeaTac's request for funding. WSDOT is also committed to providing resources to participate in design review from January to July 2015.

WSDOT supports SeaTac's plan to fund and build the bridge now for the following reasons:

- Enhances the partnerships between WSDOT, City of SeaTac, local jurisdictions, Sound Transit, and the Port of Seattle, who have all invested in this corridor.
- Eliminates tear-out of completed improvements while providing forward compatibility with the future SR 509 interchange.
- Reduces future SR 509 construction costs and leverages \$22.7 million of local (non-WSDOT) funding.
- A fully completed 28th/24th Avenue South corridor provides an alternate route during construction of the SR 509 undercrossing of SR 99.
- Reduces disruption to the travelling public on 28th/24th Avenue South which will provide important access to the Sound Transit station opening in 2016. Future bridge construction would require multiple stages, impacting traffic for approximately 12-15 months.
- Advances SR 509 construction by completing an element in the overall SR 509 project.

WSDOT agrees that building the bridge now makes good sense for all stakeholders.

Sincerely,

Lorena Eng, P.E.
Northwest Region Administrator
Washington State Department of Transportation

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3679

TITLE: A motion authorizing final acceptance of the South 179th Street Sidewalk Project.

April 17, 2015	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	<u>RCM 05/12/15</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 04/28/15</u>
Prepared By:	<u>Toli Khlevnoy, Civil Engineer 2</u>
Director:	<u>Thomas W. Gue</u> City Attorney: <u>Mary Mianke Barolo</u>
Finance:	<u>[Signature]</u> BARS #: <u>307.000.11.595.61.63.186</u>
City Manager:	<u>Todd Cutts</u> Applicable Fund Name: <u>Transportation CIP (307)</u>

38

SUMMARY: This Motion formally accepts the construction of the South 179th Street Sidewalk Project.

DISCUSSION / ANALYSIS / ISSUES: The subject construction contract was awarded on June 10, 2014 to Hoffman Construction, Inc. in the amount of \$1,382,354.98. Council approved a total construction budget authorization, including a 10% contingency, materials testing, and inspection overtime, of \$1,530,590.48. Construction began on July 7, 2014 and was substantially complete on December 26, 2014. The project constructed 0.40 miles of new sidewalk, curb and gutter. The storm drain system was improved, signage was updated, and the pavement was resurfaced from 42nd Avenue South to Military Road South.

RECOMMENDATION(S): It is recommended that the Motion be carried.

FISCAL IMPACT: The actual expenditures total \$1,478,242.11 which is 3% under the authorized expenditures. Savings were realized due to good soil conditions, and closing the road during construction which reduced traffic control costs.

Expenditure

	<u>Authorized</u>	<u>Actual</u>
Construction Contract	\$1,382,354.98	\$1,382,354.98
Contingency (10%)	\$138,235.50	\$89,917.40
Materials Testing (King County)	\$5,000.00	\$1,916.91
Inspection Overtime	<u>\$5,000.00</u>	<u>\$4,052.82</u>
Total Expenditure	\$1,530,590.48	\$1,478,242.11

Funding

	<u>Budget</u>	<u>Actual</u>
Highline Water District Reimbursement	\$429,831.85	\$444,299.70
City Fund 307 (Transportation CIP)	<u>\$1,100,758.63</u>	<u>\$1,033,942.41</u>
Total revenue	\$1,530,590.48	\$1,478,242.11

ALTERNATIVE(S): Do not grant final acceptance to the project; however Washington State Law requires eventual acceptance.

ATTACHMENTS: None.

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: City Manager's Office

Agenda Bill #: **3693**

TITLE: A resolution endorsing a preferred SR 509/I-5 alignment of Sound Transit's Federal Way Link Extension within SeaTac city limits.

April 29, 2015	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	5/12/2015 <i>RCM</i>
Ord/Res Exhibits:	
Review Dates:	October 23, 2012 CSS, December 11, 2012 CSS, March 26, 2013 CSS, June 25, 2013 CSS, November 12, 2013 CSS, June 24, 2014 CSS, March 12, 2015 CSS, April 14, 2015 CSS, April 28, 2015 CSS
Prepared By:	Gwen Voelpel
Director:	<i>[Signature]</i> City Attorney: <i>[Signature], Sr. Asst City Atty</i>
Finance:	BARS #:
City Manager:	Applicable Fund Name: N/A

SUMMARY: This resolution endorses a preferred SR 509/I-5 alignment of Sound Transit's Federal Way Link Extension within SeaTac city limits.

DISCUSSION / ANALYSIS / ISSUES: Sound Transit released the Draft Environmental Impact Statement (DEIS) for the 7.6-mile Federal Way Link Extension on April 10. The extension would begin at SeaTac's Angle Lake Station at South 200th Street and connect to Kent/Des Moines by 2023. Environmental analysis also includes the segment from Kent/Des Moines to the Federal Way Transit Center, which will occur as funding becomes available.

City staff will provide technical comments to Sound Transit on the DEIS. Concurrently, the City Council has expressed an interest in taking a position on a preferred alignment and relaying that position to the Sound Transit Board prior to the Board's decision on a preferred alignment to be studied further in the Final Environmental Impact Statement. That Board Decision is slated to occur sometime in mid-summer and as early as June 2015.

The Council has received regular updates from Sound Transit on the Federal Way Link Extension as route and station options have evolved over the past two years as enumerated above. In addition, the SeaTac City Council approved a list of shared prioritized goals and principles developed with the City of Des Moines on May 14, 2013.

Following a presentation on the Sound Transit DEIS at the April 14 City Council Study Session, the Council requested staff bring forward a resolution expressing a preferred alignment with the actual identification of that alignment left blank to facilitate a Council discussion on April 28. On April 28, Council directed staff to revise the resolution to indicate a preference for the SR 509/I-5 alignment within SeaTac city limits for consideration at the May 12 Regular Council Meeting.

RECOMMENDATION(S): None.

FISCAL IMPACT: None.

ALTERNATIVE(S):

1. Council may adopt the resolution with a specific preferred alignment within SeaTac City limits. This would express the current desire of the body. Staff recommends this occur prior to the ST Board's consideration to maximize the impact of the City Council's expressed preference.
2. Council may adopt the resolution only affirming the principles and goals as identified in the proposed Comprehensive Plan policy language and framework, and in consideration of past communication as developed with the City of Des Moines and comment following the Board's action. This option, although feasible, does not maximize the opportunity to influence the Board's decision.
3. Council may choose not to adopt a resolution with a preferred alignment. This is not advised if the City Council has a strong preference.

ATTACHMENTS:

None.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, ENDORSING A PREFERRED SR 509/I-5 ALIGNMENT OF SOUND TRANSIT'S FEDERAL WAY LINK EXTENSION WITHIN SEATAC CITY LIMITS.

WHEREAS, in 2008 the voters authorized Sound Transit to proceed with an expansion of their Link light rail system to include service from SeaTac to Federal Way approved under the Sound Transit 2 (ST2) Plan; and

WHEREAS, the provision of light rail service aligns with the City Council's vision of SeaTac being a premier global community offering a solid, sustainable economy and a healthy, inclusive and vibrant quality of life; and

WHEREAS, expansion of the light rail system throughout the region including the opening of the University of Washington and Angle Lake stations in 2016 and eventual connections south to Tacoma and north to Everett offers enhanced access to expanded employment, education, health care and other services that support SeaTac residents; and

WHEREAS, current City of SeaTac comprehensive plan policy language as adopted in the 2009 plan amendments specifically calls for an alignment along the west side 28th Avenue South and International Boulevard (State Route 99) to South 216th Street to minimize impacts in SeaTac; and

WHEREAS, Sound Transit's analysis of potential routes and stations for the Federal Way Link Extension evolved significantly over the past two years with the addition of an alternative that parallels State Route 509 and Interstate 5 and exploration of an additional below-ground station at South 216th Street on International Boulevard; and

WHEREAS, new City of SeaTac comprehensive plan policy language under development would remove the strict preference enumerated in the 2009 amendment and allow the City

Council to express a preference for any alignment that minimizes disruptions to private and public property owners, businesses and residents and causes minimal adverse aesthetic, economic and environmental impacts; and

WHEREAS, the City Council will not formally adopt the new policy language regarding the preferred alignment for the Federal Way Link Extension until June 2015 but has expressed agreement in concept; and

WHEREAS, the City Councils of the City of SeaTac and Des Moines collaboratively developed a framework of prioritized goals and principles to guide decision making on light rail extension and station locations through the respective cities; and

WHEREAS, the top three priority goals of the two cities are to minimize the impacts of the Federal Way Link Extension on business and residents, facilitate economic development along the alignment, and maintain traffic capacity along SR 99 and at the Kent/Des Moines intersection; and

WHEREAS, the SeaTac City Council received a presentation from Sound Transit staff on April 14, 2015, that detailed specific impacts in SeaTac for the potential alignments; and

WHEREAS, the SeaTac City Council prefers the SR 509/I-5 alignment, which minimizes the impacts of the Federal Way Link Extension within SeaTac city limits; and

WHEREAS, the City of SeaTac wishes to make Sound Transit aware of the City's preferences on potential alignments to ensure they will be considered by the Sound Transit Board in determining a preferred alternative.

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

Section 1. The SeaTac City Council hereby takes an official position in strong support of a SR 509/I-5 alignment as illustrated in Exhibits ES11 and ES12 in Executive Summary of the Draft

Environmental Impact Statement April 2015 within the SeaTac municipal boundaries.

Section 2. That the City will work with Sound Transit on the preferred alternative above for the Federal Way Link Extension Final Environmental Impact Statement to address mutual and respective goals.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

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