



Transportation & Public Works Committee Meeting

Thursday, February 15, 2018
4:30 pm to 6:00 pm
SeaTac City Hall – Riverton Room 128

Councilmembers:
Peter Kwon, Chair
Rick Forschler
Pam Fernald

A quorum of the Council may be present

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	5
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total and 3 minutes per individual speaker. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	Chair	5
3	Approval of prior months' minutes	Approval of December 2017 and January 2018 minutes	Will Appleton	5
4	SR 509/Mansion Hills Neighborhood Mitigation	Continued discussion. Presentation by Philip Johnson (Sandpiper Apt)	Will Appleton	30
5	Permit Parking Program	Update	Florendo Cabudol	30
6	Highline Water District ILA	Discussion	Will Appleton	20
7	Adjourn			Chair



Special Transportation & Public Works Committee Meeting

Approve
previous
month minutes

Wednesday December 20, 2017
4:30 pm to 6:00 pm
SeaTac City Hall – Council Chambers

Councilmembers:

Peter Kwon, Chair
Rick Forschler
Michael J. Siefkes, Mayor

Present:

X
X (via phone)
X

Absent:

Commence: 4:35 PM
Adjourn: 5:55 PM

Other Councilmembers Present:

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer
Other Staff Members Present: Janet Mayer, Assistant City Engineer; Gus Garcia, Civil Engineer 2; Colum Lang, Civil Engineer 1

ITEM	TOPIC	PROCESS	ACTION	TIME
1.	Call to order			5
2.	Public Comment	Please raise your hand if you would like to speak. Public comments are limited to 10 minutes total and 3 minutes per individual speaker. Time may be reduced for each speaker in order to stay within the overall ten-minute time limit.		5
3.	Review of previous meeting minutes	Review of Minutes from November 27, 2017	Minutes were approved as written	5
4.	Low Impact Development (LID) Infeasibility Project Update	Informational Update. This project is designed to develop a citywide comprehensive list of areas/locations which may have LID infeasibility identified by LID BMP type. The project will deliver a matrix and infeasibility maps, which developers can use to help determine costs of	No action	5

		<p>various development projects. Next Steps: Data Gaps due mid-January. Preliminary Infeasibility report due end of January. Total project to be complete in Spring, 2018.</p> <p>A question was raised that once maps are developed, would a developer have to do additional studies or pay additional costs to determine appropriate LID for a property.</p>		
5.	35 th Ave S/S 216 th Hairpin Turn	<p>Informational Update</p> <p>Three options have been developed by engineering staff to make changes to an existing hairpin turn on 35th Ave S/37th Ave S. This particular roadway is experiencing many accidents, and using a large amount of Police and PW Maintenance resources, as well as the need to coordinate with the City of Kent on the downward portion of the roadway to block access above in the event of accidents. The options include resurfacing the roadway with gripping surface; making it a one-way road westbound; and a more expensive option of widening to make it gentler turn. There was also committee-initiated discussion of a new alignment for the roadway.</p>	.The Committee agreed to staff continuing to develop the three options, and look at others, and bring back to Council.	20

6.	Stormwater Small Works Projects	<p>Informational Update A PowerPoint was presented of the 2018 Spot Drainage Project. This project is an outcome of having TV'd 60% of the City's stormwater system and identifying approximately 8600 LF of piping that is in the "red" category – in need of repair/replacement soon. Staff will develop projects to repair or replace this piping in priority order up to the limit of our \$200,000 budget for 2018.</p>	No Action	20
7.	Traffic Signal Information Sharing	<p>Informational Update. The City was approached by TT Services to install equipment on City roadway that allows cars that have the technology to share real time signal and traffic data with the system. This real-time data is then accessible with other drivers to help traffic flow. No cost to City. A trial demonstration that does not tie the City to an exclusive agreement.</p>	Committee recommended to forward this item on to Council for approval.	20
8.	Adjourn			Chair



Transportation & Public Works Committee Meeting

Approve
previous
month's
minutes

Thursday January 18, 2018
4:30 pm to 6:00 pm

SeaTac City Hall – Riverton Room 128

Commenced: 4:35pm

Adjourn: 6:10pm

<u>Councilmembers:</u>	<u>Present</u>	<u>Absent</u>
Peter Kwon, Chair	X	
Rick Forschler	X	
Pam Fernald	X	

Other Council members present: Joel Wachtel, Clyde Hill

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer
Other Staff Members Present: Steve Pilcher, Planning Manager; Jeff Robinson, CED Director;
Mark Johnsen, Sr. Asst. City Attorney; John Epere, Fire Marshall; Chief Carl Cole, Police.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	5
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total and 3 minutes per individual speaker. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	Chair	5
3	New 34 th Ave South (Omar Jepperson, WSDOT)	Informational Update WSDOT presented on the current SR509 extension alignment and the mitigation selection for Madrona/Mansion Hills Neighborhood - New 34 th Ave South being built for the South 208 th neighborhood for access. Staff and stakeholders provided an overview of why the alternate selected is most appropriate	Florendo Cabudol	30

		<p>of those evaluated. These reasons were presented and reviewed by the committee. An opposing viewpoint was presented to the Committee by the Sandpiper Apartment owners, based on vegetation loss near I-5, traffic lights and noise affecting nearby apartments.</p> <p>After hearing comments by WSDOT, City Engineer, Fire Marshall, Police Chief, and School District Transportation Director, it was reaffirmed that the new 34th Ave S roadway would provide the needed safety, double access, and safer pedestrian and school bus routes for the neighborhood. The choice to build the new road would stand.</p>		
4	S 166 th Street Pedestrian Improvement Project	<p>Discussion</p> <p>Engineer II Gus Garcia was in the process of designing this project in-house but left the employ of the City on January 5, 2018. Current staff are unable to finish the design portion of this project, which is planned for construction in 2018.</p> <p>Need committee's recommendation for approval to hire a consultant to complete the design. Budget impacts will be addressed once a more detailed engineer's estimate is generated. Committee gave the recommendation to bring to Council next week (Jan. 23) and was supportive of going back to back Council Study Session and Regular Council Meeting given the tight schedule.</p>	Will Appleton	5

5	Franchise Agreements	<p>Discussion</p> <p>The City has numerous expired franchises with various utilities, which continue to operate under the expired franchises. Public Works Director is planning to renegotiate new franchise agreements in 2018 with all water and sewer utilities, as well as Olympic Pipeline. He brought up some of the more difficult topics of new franchise negotiations, including franchise fees, or utility tax; abandoning pipes in place or always require removal. Due to time limits, the committee chose to table this conversation until next T&PW meeting in February. Committee members were opposed to a utility tax and discussed any franchise fee covering the cost of doing business only.</p>	Will Appleton	15
6	CATES – Autonomous Vehicles	<p>Presentation/Update</p> <p>John Niles of CATES presented his 95% deliverable or report on use of autonomous vehicles in the City of SeaTac. His completed report will include recommendations for working with other entities to apply for grant funding, or be available for other developers to consider building pilot programs in SeaTac.</p>	John Niles	30
7	Adjourn			Chair



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: William Appleton
Date: 2/8/18
Subject: State Route 509 Completion Project – Madrona/ Mansion Hills Elements

Purpose:

Representatives from the Sandpiper Apartment complex expressed opposition to the approved SR 509 mitigation plan for Madrona/Mansion Hill at the January 23, 2018 Regular City Council meeting, and requested to present their position in more detail before the Transportation and Public Works Committee Meeting in February; this request was approved.

Background:

As mitigation for the future SR509 project, WSDOT has agreed to construct and pay for all improvements as outlined in the attached MOU dated June 27, 2017, which provides for the connection between S 208th St/S 204th St/34th Ave S and a new connection with International Blvd at S 206th St (see attached Exhibit – S 206th St/34th Ave S Option). The mitigation measures agreed to were the result of numerous meetings/discussions between the WSDOT SR509 team, City staff, and other stakeholders in the area and determined to be the best suited to meeting the needs of transportation, life safety and pedestrian needs of our community moving forward. The approved mitigation does not come without impacts to the community, including the need to acquire additional ROW to facilitate the construction of new roadway connections and needed changes to existing roadway alignments. WSDOT, together with the City has conducted public outreach throughout this process to provide the opportunity for our residents and property owners to comment and stay informed.

Attachments:

- Memorandum of Understanding between City of SeaTac and WSDOT related to the Madrona/ Mansion Hill mitigation dated June 27, 2017 (with earlier memo dated 2003)
- Presentation materials provided by Sandpiper Apartment Complex



**Washington State
Department of Transportation**

Roger Millar
Secretary of Transportation

Northwest Region
15700 Dayton Avenue North
PO Box 330310
Seattle, Washington 98133-9710

206-440-4000
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www.wsdot.wa.gov

June 29, 2017

Mr. Will Appleton, PE
City of SeaTac
Director of Public Works Department
4800 South 188th St.
SeaTac, WA 98188-8605

Dear Mr. Appleton:

The City of SeaTac and WSDOT staff met on several occasions during months of February and April 2017 to discuss the design details for the S. 208th St. Connector.

The meeting notes and the follow-up action items for the meeting that took place on February 15, 2017 between City of SeaTac and WSDOT are summarized in Attachment #1.

Subsequently, another follow-up meeting was held on April 19, 2017 to further discuss the proposed alternatives and to select a preferred alternative. The meeting notes are summarized in Attachment #2. This letter documents and finalizes the results of these meetings and the design decisions related to the S. 208th St. connector street improvements. It also supersedes October 15, 2003 letter from WSDOT to the City of SeaTac shown as Attachment #4.

Responsibilities:

WSDOT will construct and pay for all improvements on:

- S. 208th Street, including the hammerhead between SR 99 and SR 509.
- The proposed 34th Avenue S. from S. 208th Street to S. 204th Street.
- S. 204th Street from 32nd Avenue S. to 34th Avenue S.
- New S. 206th Street from west end of S. 208th Street to SR 99.
- The traffic calming devices, if needed, from S. 204th St./32nd Ave. S. intersection through S. 208th St./32nd Ln. S. intersection.

The work associated with the above roadway segments will include new pavement or a pavement overlay within the limits of the improvements.

All City streets will be owned, maintained and operated by the City at their expense after construction is complete and streets are turned back to the City.

- WSDOT will install and pay for the installation of street lighting on the city streets improved by WSDOT. These streets include:
 - o 208th Street from 34th Ave. S. to 206th St.
 - o 206th Street between 208th Street and SR 99.
 - o The new 34th Avenue S. from S. 208th Street to S. 204th Street.
 - o S. 204th Street from 32nd Avenue S. to 34th Avenue S.
- All lighting along the City streets will be owned, maintained and operated by the City at their expense after construction is complete and streets are turned back to the City. This will be in conformance to the applicable RCW requirements.

As always, we greatly appreciate the City of SeaTac's staff time and effort in working with us on the proposed S. 208th St. connector road. We will continue to work together as we finalize design details for stormwater management, roadside improvements, and maintainability. We believe these improvements will enhance the Madrona Neighborhood and will serve the City well in future in providing a safe and efficient connection. Thank you.

Sincerely,



Omar Jepperson, P.E.
SR 509 - Engineering Manager

Cc: SR 509 Project File 06.F.1.e Commitment File
SR 509 Project File 06.A.01.e. (2) S. 208th St. Connector Day File

Attachments: Attachment #1 - February 15, 2017 meeting notes
Attachment #2 - April 19, 2017 meeting notes
Attachment #3 - Map of proposed street improvements
Attachment #4 - October 15, 2003 letter



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

RECEIVED

FEB 10 2004
URBAN CORRIDORS OFFICE

Northwest Washington Division
Urban Corridors Office
6431 Corson Avenue South
Seattle, Washington 98108

206-768-5881
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 15, 2003

Mr. Donald Monaghan, PE
City of SeaTac
Director of Public Works Department
4800 South 188th St.
SeaTac, WA 98188-8605

Dear Mr. Monaghan:

The City of SeaTac and WSDOT staff met on several occasions during months of July, August and September, 2003 to discuss the design details for the S. 208th/S.211 St. connector. These meetings followed a public open house that was held on March 12, 2003 where WSDOT solicited comments and ideas from the residents of Madrona neighborhood on the alternatives under consideration for the connector road.

The meeting notes and the follow-up action items for the meeting that took place on July 24, 2003 between City of SeaTac and WSDOT are summarized in attachment #1. The estimated additional 34th Avenue S. sidewalk costs are shown in attachment #2.

Subsequently, another follow-up meeting was held on October 1, 2003 to further discuss the proposed 34th Ave. S. roadway section and design elements. This letter documents and finalizes the results of these meetings and the design decisions related to the S. 208th/S. 211th St. connector street improvements.

Responsibilities:

WSDOT will construct and pay for all improvements on:

- S. 211th Street (including bridge) from 32nd Avenue S. to the connection with the new 34th Avenue S.
- S. 208th Street, including the dead end to the west of SR 509 and the cul-de-sac to the east of SR 509.
- The proposed 34th Avenue S. from S. 211th Street to S. 204th Street.
- S. 204th Street from 32nd Avenue S. to 34th Avenue S.
- Curb, gutter and sidewalk improvements along the south side of S. 204th Street, between 30th Avenue S. and 32nd Avenue S.
- Pedestrian pathway between S. 208th St. cul-de-sac and SR 99.

RECEIVED

OCT 17 2003

CITY OF SEATAC
PUBLIC WORKS

- S. 208th Street (Cul-de-Sac) – Roadway section width will be 36-feet with five-foot sidewalks along both sides. WSDOT will provide landscape strips between the roadway and the sidewalks in locations where the landscaped strips can be provided without right of way purchases. Radius for the cul-de-sac is 40-feet (offset 20-feet south, so that it is tangent to the north curb). The existing curb is currently 20-feet left (northerly) of the street centerline for nearly the entire length.
- S. 208th Street (Hammerhead) – No sidewalks along the roadway are planned. This section will receive an asphalt overlay and a simple hammerhead will be provided at the end of the street. This street abuts two parcels. The current roadway width is 36 feet wide. As noted above, the City of SeaTac will construct the curb returns at the S. 208th St./International Blvd intersection as part of the SR 99: International Boulevard – stage 4 project.
- S. 204th Street – Roadway section will be 36 –feet, in order to provide for three lanes of traffic. Sidewalks will be 6-feet wide on both sides. WSDOT will provide landscape strips between the roadway and the sidewalks in locations where the landscaped strips can be provided without right of way purchases. No additional right-of-way is needed for improvements by WSDOT on this road.

A typical roadway section for the proposed new road and improvements to existing city streets are shown in Attachment #4 of this memorandum letter.

Utilities & Street Lighting

- WSDOT cannot pay for any costs associated with under-grounding the utilities. The City of SeaTac reserves the option to pay for placing utilities underground as part of the WSDOT's project. WSDOT needs to know if the City is interested in doing this no later than December of 2005.
- WSDOT will install and pay for the installation of street lighting on the city streets improved by WSDOT. These streets include:
 - S. 211th Street from 32nd Avenue S. to the new 34th Avenue S.
 - S. 208th Street from 34th Ave. S. to the new cul-de-sac.
 - The new 34th Avenue S. from S. 211th Street to S. 204th Street.
 - S. 204th Street from 32nd Avenue S. to 34th Avenue S.

Attachment #1

Date: Thursday, July 24, 2003

Time: 1:30 PM – 3:30 PM

Location: SeaTac City Hall

Subject: SeaTac, S. 208th / S. 211th Street Connector

SR-509/ I-5 Freight Mobility & Congestion Relief Project

Attendees

NAME	Organization/ Office	Telephone/ e-mail
Susan Everett	WSDOT, SR-509 Project	206.768.5896 everetts@wsdot.wa.gov
Tom Gut	SeaTac Public Works	206.973.4730 tgut@ci.seatac.wa.us
Mehrdad Moini	WSDOT, SR-509 Project	206.768.5686 moinim@wsdot.wa.gov
Don Monaghan	SeaTac Public Works	206.973.4721 dmonaghan@ci.seatac.wa.us
Dale Schroeder	SeaTac Public Works	206.973.4723 dschroeder@ci.seatac.wa.us
John White	WSDOT, SR-509 Project	206.768.5680 whitejh@wsdot.wa.gov

Meeting Purpose

This meeting was requested by the City of SeaTac to discuss and clarify the remaining issues and details for mutual final concurrence on the proposed connector road between S. 204th and S. 211th Streets (34th Avenue S.), and to further define each party's responsibility for funding and construction of the proposed improvements within the Madrona neighborhood. The City's Transportation Subcommittee has reviewed and approved WSDOT's general proposal, and the City is planning to write a concurrence letter in response to WSDOT's request for concurrence following these clarifications.

Street Improvements & Geometrics

The following items were discussed regarding the proposed street improvements. A map of these proposed improvements is attached:

WSDOT will construct and pay for all improvements on:

- S. 211th Street (including bridge) from 32nd Avenue S. to the connection with the new 34th Avenue S.
- S. 208th Street, including the dead end to the west of SR 509 and the cul-de-sac to the east of SR 509.
- The new 34th Avenue S. from S. 211th Street to S. 204th Street.
- S. 204th Street from 32nd Avenue S. to 34th Avenue S.

the cul-de-sac is 40-feet (offset 20-feet south, so that it is tangent to the north curb). WSDOT's design at the time of the meeting included 6-foot sidewalks plus 6-inch curb. It should be noted that the existing curb is currently 20-feet left (northerly) of the street centerline for nearly the entire length.

- S. 208th Street (Hammerhead) – No sidewalks along the roadway are planned. This section will only be overlaid and a simple hammerhead provided at the end of the street. This street abuts two parcels. The current roadway width is 36 feet wide.

After the meeting it was decided that sidewalks will be provided along the curb radius at the S. 208th Street/International Boulevard intersection.

- S. 204th Street – Sidewalks will be 6-feet wide on both sides. Landscape strips will also be provided. The City would like a 36-foot roadway section here (for 3 lanes of traffic) and estimated the required right-of-way width to be 60-feet. No additional right-of-way is needed for improvements by WSDOT on this road. WSDOT currently plans on providing the above.

A typical roadway section for the proposed new road and improvements to existing city streets are attached to this memorandum for your review and comments.

Utilities & Street Lighting

- SeaTac asked about costs related to under-grounding the utilities on City streets. WSDOT cannot pay for any costs associated with under-grounding the utilities. Susan Everett mentioned this would be against State Law and applicable RCW's.
- The City wanted to know what type of lighting will be provided. Susan Everett mentioned she believes WSDOT will be responsible for paying and installation of lighting for the proposed roadway improvements by WSDOT. WSDOT will work with SeaTac to develop the street lighting per City requirements. WSDOT will check on this item and any applicable laws, policies or regulations and will report back.

Following the meeting, WSDOT researched the RCW regarding street illumination. This research found that based on RCW 47.24.020 (6) - "The city or town at its own expense shall provide street illumination and..." and Design Manual Section 840.04 (1) General - "... Cities are responsible for illumination of state highways without WSDOT established access control within their corporate limits. ...". WSDOT interprets this to mean that if WSDOT impacted an existing system with improvements to the roadway, WSDOT would be responsible for functional replacement costs. WSDOT will provide in-kind replacement of any lighting on SeaTac streets impacted by the project and installation of a new lighting system on the proposed connector road (i.e. 34th Avenue S.).

Attachment #2
Additional 34th Avenue S. Sidewalk Costs

Following the meeting WSDOT conducted a preliminary estimate of providing the additional sidewalk widths along 34th Avenue S., as requested by the City, assuming the 36-foot roadway width discussed at the meeting. The cost of the additional widening is estimated to be as follows:

(Note: Widening the sidewalks requires moving 34th Avenue easterly. The 1000 foot long retaining wall becomes 0.5 feet taller for every foot moved. The current plans show 6.5 feet from curb face to back of sidewalk. It is 2400 lineal feet from the 211th Street bridge to 204th Street S. The estimates below do not include additional below the line construction costs, such as sales tax, construction engineering, mobilization, etc.)

1) Increasing Sidewalk to 8-feet - Without landscaping between the curb and the sidewalk adds the following:

750SF Retaining Wall	\$35/SF	\$26,250
1055 CY Additional Excavation	\$6.00/SY	\$6,330
400SY Sidewalk	\$30/SY	\$12,000
370SF Bridge deck	\$140/SF	\$51,800
(3600SF of added impervious surface)		
TOTAL		<u>\$96,380</u>

2) Increasing this to 10-feet - Without landscaping between the curb and the sidewalk adds the following:

1750SF Retaining Wall	\$35/SF	\$61,250
2593 CY Additional Excavation	\$6.00/SY	\$15,556
933SY Sidewalk	\$30/SY	\$28,000
863SF Bridge deck	\$140/SF	\$120,735
(8400SF of added impervious surface)		
TOTAL		<u>\$225,541</u>



0 120 240
SCALE IN FEET

S 206TH ST. & 34TH AVENUE S

FILE NAME: USR_529_ProjectCAD\Working_Files\Hansford\SR206_Options_S1H.dgn		RADIO: 10		STATE: WASH		FED AID PROJ. NO.	
TIME: 09:12:35	DATE: 5/17/2017	DESIGNED BY: Isokani	ENTERED BY: Isokani	RECHECKED BY: Isokani	REGIONAL ADM:	REVISION:	DATE BY:
Washington State Department of Transportation				S 206TH ST. & 34TH AVENUE S			

SeaTac Public Works and Transportation Committee Meeting – 2/15/18

1. Sandpiper Ventures has been a good corporate citizen in the state of Washington since Sandpiper Ventures purchased the Sandpiper Apartments in 1986.
 - a. We have provided tens of thousands of SeaTac residents with the safest, highest quality, affordable housing in South King County since 1986. We currently have over 700 SeaTac citizens living at the Sandpiper Apartments.
 - b. Sandpiper Ventures has paid the state, King County and the city of SeaTac over \$10,000,000 in property taxes, sales taxes, and excise taxes over the last 30 years. Sandpiper's 2017 property taxes were \$268,184.29.
 - c. We have constantly improved the Sandpiper Apartments with a fire sprinkler system and a new structural system (1992), new 40-year roofs and full size washer/dryers in all of the units (2005), new exterior doors and windows & low flow toilets in all of the units (2014) and we have extensively renovated 85 of the interiors of our 163 apartment homes with new granite countertops, new cabinets, new interior doors, and new hardwood like plank flooring since 2014.
 - d. In the last four years, we have increased the Sandpiper Apartments' Net Operating Income over 50%, from just under \$1,000,000 in 2013 to just over \$1,500,000 in 2017.
 - e. My company and my family own half of Sandpiper Ventures. The other half of the partnership is owned by 62 limited partners, who are mostly retirees living on fixed incomes given that this partnership was formed in 1987.
2. Sandpiper Ventures was notified on 10/18/17 when a letter arrived at Quantum Management from Integra Realty Resources that Integra would be appraising a portion of Sandpiper's property for WSDOT (See Document A) as part of the SR 509 Completion Project. Prior to 10/20/17, WSDOT had sent nothing about the SR 509 Completion Project to the property's address in SeaTac (testified to in Documents B and C), to Sandpiper Ventures' address in San Francisco or to Quantum Management's address in Lynnwood in the last 20 years. The Sandpiper Apartments are 163 apartment homes on over 9 acres of land and Sandpiper Venture is the largest property owner on S 208th Street. Sandpiper Ventures was not informed of or invited to either of the two meetings in 2017 where the 34th Avenue South option was discussed. The meeting minutes from the 4/19/17 WSDOT meeting state that "WSDOT didn't make any new contacts with the property owners impacted by 206th St and 34th Ave options". Why have the private property owners on S 208th Street been left out the public process of deciding how to reroute S 208th Street? The Sandpiper Apartments and its residents will be severely damaged by the mitigation agreement that SeaTac and WSDOT negotiated behind closed doors.

3. The city of SeaTac is supposed to be working on behalf of its citizens and taxpayers. However, the citizens and taxpayers most affected by the proposed 34th Avenue South have been totally ignored by SeaTac and WSDOT. 34th Avenue South is not needed by the city and it will cause great harm for all concerned. 34th Avenue South will cost WSDOT and Washington taxpayers many millions of dollars from increased construction and Right of Way costs. SeaTac will cost itself future property tax revenue as 34th Avenue South will result in lower assessed property values for the properties abutting this frontage road. No new tax revenues will be generated because there is no possibility of any new development on 34th Avenue South. The city road maintenance costs will also increase as SeaTac will need to maintain the new roadway and its landscaping. None of these factors seem to have been accounted for by SeaTac or WSDOT.
4. The agencies involved in planning the SR 509 Completion Project were split on whether 34th Avenue South was needed. From the meeting minutes, it appears that the city of SeaTac was pushing for 34th Avenue South as the other agencies involved were either against 34th Avenue South or were neutral about it. The Midway Sewer District stated at the April meeting that the S 206th Street cul-de-sac option was the best plan for rerouting S 208th Street. WSDOT was in favor of the cheapest option and by WSDOT's own estimates the 34th Avenue South option would cost more than \$5 million more than the S 206th Street cul-de-sac option. Not only would the 34th Avenue South option be a total waste of taxpayer's money (and in violation of WSDOT's obligation to find the cheapest reasonable mitigation option) it will result in major negative environmental impacts including the removal of dozens of mature Pacific Madrone trees as can be seen in Exhibits 1,8,9,10, and 11. 34th Avenue South will also dramatically and negatively impact the quality of life for hundreds of SeaTac citizens.
5. Note in Exhibit 8 that the proposed new eastern property line that WSDOT staked on 1/24/18 would be only 8 feet away from our Building L which violates the city of SeaTac's setback requirements of a buffer of 25 feet of type 1 landscaping between apartment buildings and a frontage road like the proposed 34th Avenue South. Please review Sections 15.445.260 (Landscaping Adjacent to Freeway Rights of Way) and Section 15.445.110 (Types of Landscaping) of the SeaTac planning code to see exactly what is required for a road like 34th Avenue South. SeaTac's own codes recognizes the need for a minimum 25 foot "visual and psychological" barrier from a frontage road like 34th Avenue South.
6. This code violation will greatly reduce the value of the Sandpiper Apartments. Our property currently has no code violations as noted by the city of SeaTac for our 2014 HUD financing (Document F) and had no code violations as noted by King County when we purchased this property in 1986 (Document H).

7. Eliminating 34 Avenue South from the MOU/mitigation plan between SeaTac and WSDOT would save taxpayers tens of millions of dollars in construction costs, acquisition costs, interest costs, and damages to be paid to Sandpiper Ventures and the other property owners abutting the proposed 34th Avenue South.
8. WSDOT's estimate that the total Right of Way costs for WSDOT's current plan for rerouting S 208th Street and building 34 Avenue South, per Option 4 in Exhibit 4, will only be \$10,200,000 is vastly underestimated as it does not account for the actual damages to the properties abutting 34th Avenue South if that road way is built as proposed.
9. School buses have been accessing the properties on S 208th Street for as long as we have owned the Sandpiper Apartments. The school buses use our large parking lot, pictured in Exhibit 1, as an effective turnaround at no cost to the taxpayers. In addition, per WSDOT's meeting minutes, the SeaTac Fire Department has confirmed that the hammerhead turnaround proposed in the S 206th Street cul-de-sac option will work for school buses and fire trucks.
10. The Highline water district raised a concern that a 30" water main could be adversely affected by 34th Avenue. We have seen no evidence that this concern has been investigated or addressed by any agency. The S 206th Street cul-de-sac option does not impact this water line.
11. Sandpiper Ventures would accept WSDOT's the S 206th Street cul-de-sac for re-routing S 208th Street. WSDOT estimates that option will cost \$5,200,000.00 less than WSDOT's current plans in Option 4 on Exhibit 4. WSDOT is obligated to find the least costly reasonable mitigation plan for rerouting S 208th Street. Building an unneeded and very damaging roadway is not reasonable public policy.
12. As a taxpayer, it is very disturbing that our next step will have to be expensive litigation. WSDOT and SeaTac have a much cheaper alternative to re-routing S 208th Street using Option 2 in Exhibit 4. WSDOT's own documents and cost estimates show that WSDOT doesn't need to purchase any of Sandpiper Ventures' land to reroute S 208th Street and to do so is not the least expensive, reasonable mitigation rerouting S 208th Street.
13. Note in Exhibit 1 that the proposed 34th Avenue South runs at an angle pointed right at the Sandpiper buildings and car headlights will shine directly into at least 36 of our largest and most expensive units. The photo in Exhibit 9 was taken at the approximate level of the proposed 34th Avenue South and shows that the proposed roadway will be at the level of our 2nd floor apartment homes. The photo in Exhibit 9 also shows the idyllic setting for the backyards and decks of the 36 units that are in the J, K, and L buildings at the Sandpiper Apartments.

14. Note on Exhibits 5 and 6 the 50-foot concrete expanse without any landscaping areas that WSDOT is proposing to build along Sandpiper's 540-foot Eastern property line. A ten-foot high concrete retaining wall would run over 450 feet along Sandpiper's eastern border if 34th Avenue South is built. WSDOT has told the SeaTac Public Works and Transportation Committee at its 1/18/18 meeting that there would be a six-foot planting bed on the western side of 34th Avenue South, but that landscaping area is not on the plans given to Sandpiper by WSDOT on 12/6/17, which are Exhibits 5 and 6.
15. WSDOT also showed a six-foot planting area on the west side of 34th Avenue South at a presentation that was made on 9/20/17 at the WSDOT Madrona Neighborhood Open House that is attached as Exhibit 7. According to answers WSDOT gave us on 2/1/18 there was not a 6' planting area in the plans for 34th Avenue South that were shown at Madrona Neighborhood Open House, but Exhibit 7 was shown at that 9/20/17 meeting. Exhibit 7 clearly shows a 6-foot planting area on the west side of the proposed 34th Avenue South. Is a 6-foot planting area on the west side of 34th Avenue South part WSDOT's plans or not?
16. Why would anybody ever use 34th Avenue South? It will be much easier, and take less time, to get to Highway 99 for tenants and residents living on S 208th Street to go west down S 208th Street to the proposed S 206th Street to Highway 99.

We are attaching questions from Sandpiper Ventures that WSDOT has answered in vague terms and evades answering the tougher questions (Document D). The minutes from the meetings that WSDOT refers to in its answers are included in Document D. WSDOT cannot justify paying tens of millions in extra Washington state taxpayer funds to build 34th Avenue South for SeaTac for a frontage roadway that is not needed and is actually detrimental to SeaTac's taxpayers and citizens

We are also attaching statements from Kelly Rene who is the resident manager of the Sandpiper Apartments (Document E) and from Doug Repman who is the property manager for the Sandpiper Apartments (Document F).

As the largest taxpayer and stake holder in rerouting S 208th Street for the SR 509 Completion Project, Sandpiper Ventures is demanding that WSDOT, the city of SeaTac, and the other governmental agencies involved in the current MOU/mitigation plan for rerouting S 208th Street do the right thing. E 34th Avenue South from this MOU and the SR 509 Completion Project and stop this harmful and wasteful road to nowhere.

My various companies and partnerships have closed over \$2 billion of real estate transactions focused exclusively on apartment and condominium properties in all the major metropolitan areas on the West Coast. We take pride in being a partner with local jurisdictions to create valuable residential properties. We are hopeful that we can work with SeaTac and WSDOT in solving the rerouting of S 208th Street in a win-win fashion for all concerned.

Thank you,



Philip Johnson

**General Manager of Pacific Realty Partners LLC
The General Partner of Sandpiper Ventures**

Cc

William Appleton - SeaTac Public Works Director (10 copies)

Rich Skalbania - AshbaughBeal

Doug Repman - Quantum Management

Louis Weisman - Berkadia Commercial Mortgage

Florendo Cabudel Jr. - SeaTac City Engineer

Jeff Nakken - WSDOT

Joseph Scoria - SeaTac City Manager

Mary Mirante Bartolo - SeaTac City Attorney

Mark Johnson - SeaTac Senior Assistant City Attorney

Document A

Integra Realty Resources

530 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5791
www.irr.com



October 18, 2017

Sandpiper Ventures 491413
William P. Johnson
Quantum Management Services, Inc.
3810 196th St. SW, STE 10
Lynnwood, WA 154-2017-0347 98036

SUBJECT: Puget Sound Gateway SR 509 Completion Project (Sandpiper Apartments)

Dear Mr. Johnson :

Integra Realty Resources – Seattle has been engaged by the Washington State Department of Transportation (WSDOT) to appraise your property located at 3100 S. 208th St., SeaTac, Washington. The appraisal is intended to be used in the acquisition of a portion of your property for the construction of the State Route 509 highway between Sea-Tac International Airport and Interstate 5.

We have attached a form for you to indicate when you would be available to accompany us on the inspection of your property and to discuss the acquisition. We encourage you to meet with us so we may assist you in learning about the project, and note any concerns you may have.

If we do not receive a response from you, we will inspect the property from the public right-of-way.

We look forward to hearing back from you.

Respectfully,

Integra Realty Resources - Seattle


Lori Safer, MAI
Certified General Real Estate Appraiser
Washington Certificate # 1100546
Telephone: (206) 436-1177
Email: lsafer@irr.com

Document B

THE SANDPIPER APARTMENTS

Where Quality Living and Affordability come together to
create home!

January 22, 2018

To: Doug Repman\

Re: 509 Completion Project

Doug,

To the best of my knowledge I received no notice of meetings concerning the 509 completion project. Had I received something like that I would have sent it on to you, my supervisor.

Sincerely,

Kelly Rene'
Site Manager

3100 S. 208th St., SeaTac, WA 98198 Phone: 206.824.1777 Fax: 206.878.8234

Proudly managed by Quantum Management Services

Document C

THE SANDPIPER APARTMENTS

 Where Quality Living and Affordability come together to
create home! 

January 22, 2018

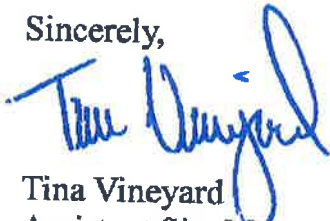
To: Doug Repman

Re: 509 Completion Project

Doug,

To the best of my knowledge I received no notice of meetings concerning the 509 completion project. Had I received something like that I would have sent it on to you, my supervisor.

Sincerely,



Tina Vineyard
Assistant Site Manager

3100 S. 208th St., SeaTac, WA 98198 Phone: 206.824.1777 Fax: 206.878.8254

Proudly managed by Quantum Management Services

RE: Questions that WSDOT has not responded to

From: "Nakken, Jeffrey D." <NakkenJ@wsdot.wa.gov>

Date: 02/01/2018 05:06PM

To: "wpj@pacificrealty.net" <wpj@pacificrealty.net>, "rskalbania@ashbaughbeal.com" <rskalbania@ashbaughbeal.com>, "bguthrie@ashbaughbeal.com" <bguthrie@ashbaughbeal.com>

Cc: "Jepperson, Omar" <JepperO@wsdot.wa.gov>, "Chepel, Andrey" <ChepelA@wsdot.wa.gov>

Please find the response to your questions below, highlighted in blue.

Kind regard,

Jeff Nakken, SR/WA
NWR Real Estate Services
206-440-4195 office
206-719-8220 mobile


From: wpj@pacificrealty.net [mailto:wpj@pacificrealty.net]
Sent: Monday, January 29, 2018 3:03 PM
To: Nakken, Jeffrey D. <NakkenJ@wsdot.wa.gov>; rskalbania@ashbaughbeal.com;
bguthrie@ashbaughbeal.com
Subject: Questions that WSDOT has not responded to

I will fax this to you also.

1. How and why did WSDOT change from the February 2017 plan for rerouting S 208th Street without 34 Avenue South to the April 2017 WSDOT plan which adds in the proposed 34th Avenue South and eliminates the street light at the current intersection of S 208th Street and Highway 99.

Answer: See meeting minutes from February 15, 2017 and April 19, 2017 that were provided to you as part of WSDOT's response to PDR 17-3269.

2. Why can't the February 2017 WSDOT plan be reinstated? This plan is far superior to the April 2017 WSDOT plan as far as the Sandpiper Apartments are concerned. The February 2017 plan would be much cheaper for WSDOT than the April 2017 plan and the February plan for S 208th would provide much more comparable access for all of the properties on S 208th Street that we now all have to Highway 99.

Answer: See meeting minutes from February 15, 2017 and April 19, 2017 that were provided to you as part of WSDOT's response to PDR 17-3269. S 208th St option is actually more expensive than 34th Ave S/204th St&206th St, see comparison table provided in April 19, 2017 meeting minutes.

1

3. How does WSDOT propose to cure the zoning violation as evidenced by WSDOT's staking of the proposed property line this week? WSDOT's staking would put the proposed new property line at less than 9 feet away from our L Building and the city of SeaTac's setback requirement is 15 feet. This zoning violation would be a serious title defect and that would greatly impair our ability to sell or refinance the Sandpiper Apartments in the future. We are assuming that WSDOT is now redesigning the proposed 34th Avenue South so that the new property line would not be closer than 15 feet from our three apartment buildings. Our building L is currently 51.5 feet from our current eastern property line.

Answer: The proposed acquisition of Right of Way will be appraised by an independent qualified licensed appraiser who is experienced in the valuation of property that is needed for eminent domain purposes. The appraiser will review and address all applicable impacts and damages in the determination of their independent valuation. Upon completion, the appraisal report will be reviewed by an independent qualified licensed review appraiser to insure accuracy and all compensable aspects of the valuation are considered in the final determination of value.

4. When will the actual construction plans for the proposed 34th Avenue South be available? No plans currently exist and we just have the photos and cartoons that WSDOT has given us.

Answer: WSDOT will prepare 30% conceptual plans that will be part of RFP. The Design-Build contractor will be responsible for developing final design plans. Based on current schedule final plans will be developed within July 2021-Spring 2022 timeframe.

5. When is the construction of 34th Avenue South scheduled to begin and how long will it take to complete the construction of 34th Avenue South between S 208th and S 204th street and the other proposed improvements for 34th Avenue South?

Answer: Based on the timing of our construction funding, construction of the Stage 1 project will start in the Spring of 2022 and continue for approximately 3 years. Construction of the 34th Ave S work is part of the Stage 1 project and will be scheduled by the Design-Build contractor. Duration of street work will depend on the constraints in the contract, the work flow and methods planned by the contractor.

6. The renderings given to us on 12/26/17 show no 6' foot planting area on the west side of the proposed 34th Avenue South with just a sidewalk and retaining wall shown on the west side of 34th Avenue South. WSDOT has told the City of SeaTac and the Madrona Neighborhood meeting that there would be a 6 foot planting area on the west side of the proposed 34 Avenue and showed artist's drawings that clearly show a 6 foot planting area on the west side of 34th Avenue. Is there a 6 foot planting area on the west side of the proposed 34th Avenue South or not?

Answer: The Sandpiper exhibit purpose was to show acquisition area and primary features. It is not a contract plan sheet. MOU between WSDOT and City of SeaTac will dictate criteria and features that will be constructed. Madrona Open House graphic (slide 19 of the Power Point presentation) didn't show 6' planting strip. However, there is 6' sidewalk shown on it.

6. What plantings does WSDOT plan to install if there is a 6 foot planting area on the west side of 34th Avenue South? We have suggested mature Thuja Evergreens or Cedar Diadores be planted five feet apart in this proposed 6 foot planting areas and be planted on all of the land east of the proposed 34th Avenue South going up the hill to Interstate 5.

Answer: We have not yet developed a detailed landscape design; however, we will be restoring all

disturbed areas within WSDOT ROW according to our Roadside Policy and meeting our vegetation replacement requirements. A dense mix of fast-growing native evergreen and deciduous trees and shrubs will restore the canopy and provide screening function from the highway as it matures. For City of SeaTac ROW we will work with the city to provide a full screen, if possible, along the proposed 34th Ave S that meets city requirements according to SMC 15.445.120. We will review the use and spacing of Thuja species and Deodar cedar in this process, but Deodar may prove to be too wide-spreading for this application.

7. Why is WSDOT concerned about providing school buses with more turnaround capabilities by building 34th Avenue South when the school buses already use Sandpiper's huge figure eight parking lot to turnaround when the school buses come east on S 208th Street to the Sandpiper Apartments? We could immediately deny the school buses access to our private property and we will do so if 34th Avenue is not eliminated from the SR 509 Completion Project.

Answer: WSDOT has worked with the stakeholders (Fire, Police, School District, etc.) to provide improved circulation and identify safe street design parameters and criteria for the roadway footprint along with other drainage and roadside improvement features.

8. Why is WSDOT insisting that 34th Avenue South be built when WSDOT will wind up paying tens of millions of dollars to acquire the land needed for 34th Avenue South and pay the damages that will result from building 34th Avenue South when those costs all go away if 34th Avenue South is eliminated from the SR 509 Completion Project?

Answer: The proposed acquisition of Right of Way will be appraised by an independent qualified licensed appraiser who is experienced in the valuation of property that is needed for eminent domain purposes. The appraiser will review and address all applicable impacts and damages in the determination of their independent valuation. Upon completion, the appraisal report will be reviewed by an independent qualified licensed review appraiser to insure accuracy and all compensable aspects of the valuation are considered in the final determination of value.

Please have written responses to the above to us by 2/2/18 as we only have until 2/8/18 to submit our presentation to the city of SeaTac for our 2/25/18 meeting with the Public Works and Transportation Committee.

Thank you,

Philip Johnson for Sandpiper Ventures

Attachments (1 file, 1.5 KB)

- image001.jpg (1.5 KB)

S. 208th St Connection

Meeting Minutes

SeaTac City Hall
February 15, 2017
10:00am to 11:00am

Meeting Attendees:

Omar Jepperson - WSDOT
Ken Dupis - Highline School District
Dan Holmquist – Gateway Program
Jeremy Delmar - HWD
Florendo Cabudol - City SeaTac
Janet Meyer - City SeaTac
Tom Betenson – SeaTac Fire Dept. (PSRFA)
Marc Montieth - MSD

Andrey Chepel - WSDOT
Kent Ng - Sound Transit
Ken Kase - MSD
Allen Whalen – ST/HDR
Ali Shasti - City SeaTac
Steve Pilcher - City SeaTac
Michael Starling – ST/HDR
Dave Stanley – HWD

Discussion:

Omar provided history on 208th Street connection layout as it was introduced during April 7, 2015 meeting. At that meeting, the stakeholders brought up several concerns such as turnaround at the end of 208th, internal circulation in Willow Lake Apartment complex, access road to the pump station, and pedestrian connectivity. Omar mentioned that WSDOT has been going through practical design effort and has been working on advancing SR 509 alternatives with the stakeholders through the Steering and Executive Committees. Alternative 3A is our preliminary preferred alternative now. Omar also described difference between Phase 1 and Phase 2 roadway configuration and WSDOT's ROW needs for them.

Dan described current design as shown in the handouts provided to all attendees. He said that WSDOT addressed pedestrian connectivity by providing a 10ft wide path from SR 99 to where 208th St terminates (east side of SR 509). There are also 4' shoulders on the re-aligned 208th Street if people choose to use that route. WSDOT also included access road to the pump station as well as 'hammerhead' turnaround at the end of 208th. SeaTac Fire Department voiced their concern about the grades during wet and freezing weather. Another concern was brought up about design vehicle for 'hammerhead' turnaround. Ken Dupis (Highline School District) said that there will be about 10-15 40-foot buses every day using it; Fire Department said that WSDOT needs to make sure it will be

sufficient for 50' fire truck and 60' ladder truck. WSDOT will create Autoturn exhibits to check sufficiency of the turnaround.

Then the meeting focused on three areas: HWD pump station access road, Willow Lake Apartment complex fire access/circulation, and Legacy Place Apartment Homes complex fire access/circulation.

- HWD pump station access road: WSDOT asked utilities and Fire Department to provide utility access road design guidelines/parameters as far as grade, road width, and surface type. HWD and SeaTac FD said that they will research and provide the requested information to WSDOT.
- Willow Lake Apartment complex: WSDOT asked SeaTac FD whether two access points are required for the Willow Lake Apt. complex. Fire Department said that since it is an old complex two access points are not required however due to narrow width of the access point that will be left there could be some mitigation requirements (for example, providing sprinklers to all apartment buildings). An option of providing fire access/circulation road along east side of SR 509 ROW line was mentioned. Fire access only would be 20ft curb to curb for one-way traffic, 26ft for two-way traffic. Both HWD and MSD identified that the existing mains on 208th would need to be reconnected parallel to SR 509 alignment.
- Legacy Place Apartment Homes complex: WSDOT presented a plan to modify the ROW line to allow the internal apartment roadway to remain, maintaining existing circulation. The Fire Department and other attendees did not have any concerns with this approach.

After some discussion, three options were selected for further evaluation that will include ROW cost/impacts as well as construction cost:

- 208th St realignment as presented today with possible minor revisions based on utility road design parameters. This option will also have additional fire access/Willow Lake apartment circulation road.
- New frontage road west of I-5 between 204th and 208th. This option will also have additional fire access/Willow Lake apartment circulation road. Jeremy (HWD) noted that there is a 30" diam. water main (in easement) along this alignment, parallel to I-5.
- New connection at 206th similar to layout that Sound Transit presented some time ago. Florendo will get back to WSDOT regarding feasibility/requirements to add another intersection between 208th and 204th. This option will also provide the 2nd access point to the Willow Lake Apartment complex. Sound Transit to find old layout of a 206th connection and send to WSDOT

WSDOT stated that due to budget challenges we can only build one option out of three selected for further development. For example, addition the frontage road west of I-5 to the existing 208th realignment option would add to current budget challenges.

Action items:

- SeaTac FD and HWD will provide utility access road design guidelines.
- WSDOT will create Autoturn exhibits to check sufficiency of the turnaround at end(s) of 208th.
- WSDOT will evaluate 3 options described above.
- Sound Transit to provide old layout of a 206th connection
- City of SeaTac will provide requirements for adding intersection at 206th St and provide input on preference for type of access.

S. 208th St Connection

Meeting Minutes

SeaTac City Hall (CR 128-Riverton Room)

April 19, 2017

9:00am to 10:30am

Meeting Attendees:

Omar Jepperson - WSDOT
 Andy Swayne - PSE
 Patima Dejarath - PSE
 Jim Walker - PSE
 Florendo Cabudol - City SeaTac
 Allen Whalen – Sound Transit
 Tom Betenson – SeaTac Fire Dept. (PSRFA)
 Dan Holmquist – Gateway Program
 Michael Starling – FWLE/HDR

Andrey Chepel - WSDOT
 Kent Ng - Sound Transit
 Ken Kase - MSD
 Paul Bennett - Sound Transit
 Ali Shasti - City SeaTac
 Steve Pilcher - City SeaTac
 Marc Montieth - MSD
 Dave Stanley – HWD

Discussion:

Omar provided a brief recap of the February 15 meeting. WSDOT's action items from the meeting were to evaluate 3 options for reconnecting 208th Street and to create Autoturn exhibits to verify sufficiency of the turnaround at 208th. Omar stated that Scenario 3A is preferred alternative for the SR 509 Completion project and whatever option we choose for 208th St connection should not exceed the allocated budget for this work. Omar also indicated urgency to select an alternative due to the SR 509 and FWLE ROW acquisition schedules. Some of the alternatives will require ROW plan revisions as well as changes to the NEPA Re-eval that is under way now.

Dan described 3 design options: 34th Ave frontage road between 204th Street and 208th Street; 206th Street connection with right-in and right-out at SR 99, and re-aligned 208th Street as presented last time. It was also noted that all options would provide additional access to the Willow Lake Apartment Complex to facilitate emergency response. 34th Ave and 206th St options do not have an access road to the pump station. This issue will still need to be resolved by working together with Sound Transit since they have a pond and an access road to it in the same vicinity. ST is willing to work with HWD to have shared access. ROW impacts for each option were also described with 34th Ave option having the least impact. WSDOT said that they didn't make any new contacts with the property owners impacted by 206th St and 34th Ave options. There was also a

discussion on benefits and disadvantages of each of the options. PSRFA said that 208th hammerhead will not be an issue for a ladder truck after Omar stated that total length of the hammerhead is about 120'. WSDOT also presented an estimate for each option and combination of some of them.

	34th Ave S / S 204th Access (cul-de-sac)	S 208th Access (cul-de-sac)	S 208th Access (cul-de-sac)	34th Ave S / 204th & 206th Access (through road)	34th Ave S / 204th & 208th Access (through road)
PE	\$0.5	\$0.3	\$0.9	\$0.6	\$1.2
ROW	\$5.5	\$9.6	\$6.7	\$10.2	\$7.3
CN	\$6.6	\$3.5	\$12.0	\$7.7	\$16.3
TOTAL	\$12.5	\$13.3	\$19.6	\$18.5	\$24.8

Florendo Cabudol (City of SeaTac) stated that combination of 34th Ave and 206th Street is the most appealing to the City. He also said that it provides an access from both, 206th and 34th, to the 36" stormwater pipe. He also said that, while he expects some sensitivity from the City Council due to the larger impacts to the Willow Lake Apartment complex by 206th St option, the impacts are not much bigger than what was initially presented. Ali Shasti also concurred with 34th Ave and 206th Street option.

Sound Transit said that they might also have an impact to the hotel that is being impacted by 206th St option due to a possible shift of the guideway alignment. ST and WSDOT are coordinating ROW acquisition and working on the Land Exchange agreement to simplify the process for the impacted property owners.

Sewer district said that 206th St is the best option for them.

HWD voiced concern about 34th Ave option. They said that it may require a relocation of the 30" water main depending on the wall profile. HWD will be providing asbuilts of the water main to WSDOT to verify whether there is a conflict.

PSRFA prefers a combination of 34th Ave and 206th Street. If a combination of these two options is not possible then 206th would be their preferred alternative.

Omar said that these changes would require revisions to the 2003 MOU between WSDOT and the City of SeaTac that described WSDOT's commitments for improvements in this vicinity. A draft commitment matrix that lists all of the commitments and how they are changed by these options was presented. It was agreed that WSDOT will add another column for the 206th St&34th Ave combined option and send it out to everybody for their review. Based on the comments received, WSDOT will prepare a revised MOU draft that will be sent to the City of SeaTac and PSRFA.

Action items:

- WSDOT will prepare and send out revised layout for combined 206th & 34th.
- WSDOT will add 206th & 34th column to 'commitment matrix' spreadsheet and send it out for review.
- HWD will send 30" water main asbuilts to WSDOT.
- WSDOT will prepare meeting minutes.
- WSDOT will prepare revised MOU and send it out for review to the City of SeaTac and PSRFA.
- WSDOT will send a summary schedule to Florendo Cabudol.

RE: Pacific Realty - key documents

From: "Nakken, Jeffrey D." <NakkenJ@wsdot.wa.gov>

Date: 02/01/2018 05:09PM

To: "wpj@pacificrealty.net" <wpj@pacificrealty.net>, "rskalbania@ashbaughbeal.com" <rskalbania@ashbaughbeal.com>, "bguthrie@ashbaughbeal.com" <bguthrie@ashbaughbeal.com>

Cc: "Jepperson, Omar" <JepperO@wsdot.wa.gov>, "Chepel, Andrey" <ChepelA@wsdot.wa.gov>

Please find the response to your questions below in blue.

Kind regard,

Jeff Nakken, SR/WA

NWR Real Estate Services

206-440-4195 office

206-719-8220 mobile



From: wpj@pacificrealty.net [mailto:wpj@pacificrealty.net]

Sent: Wednesday, January 31, 2018 1:59 PM

To: Nakken, Jeffrey D. <NakkenJ@wsdot.wa.gov>

Cc: rskalbania@ashbaughbeal.com; bguthrie@ashbaughbeal.com

Subject: Fwd: Pacific Realty - key documents

Jeff,

We are still going through the documents that WSDOT recently provided us with. The attached WSDOT photo and drawings dated 4/11/17 are new to us and we have several questions about this PDF for WSDOT.

1. The drawing shows a roadway and sidewalk between our buildings J and K from that connects Sandpiper's parking lot with the proposed 34th Avenue South. This is news to us as this area was not staked out by WSDOT last week. Is WSDOT proposing to put this connecting roadway onto our property?

Answer: No. This exhibit has been superseded. (see attached plan sheets) WSDOT is not proposing to put connecting roadway you are referring to onto your property.

2. Assuming that the blue line on this drawing is the proposed new property, then according to the scale on the photo the proposed new property line would be 20 feet from our

10

buildings. This would also conform to the drawings of 34th Avenue South that WSDOT gave us at our meeting on 12/6/17. However, the stakes that WSDOT put in last week site the proposed new property line at less than 9 feet away from our L building. What is the exact distance between our buildings and new property line that WSDOT is proposing?

Answer: The blue line represented a proposed retaining wall location behind the proposed sidewalk, not a proposed street right of way line. The City requires 60 feet for street right of way. The offset distance between the proposed street right of way limit and the buildings varies, because the buildings are skewed with respect to the right of way line. A representative offset distance from the proposed street right of way centerline and each building is shown on the attached right of way plan offset table, and labeled as J1, J2, and J3. The separation distance from the proposed right of way line/new property line to that point on building will be the distance shown in the table less 30 feet. For J1 its approximately 8 feet, for J2 its approximately 17 feet, and for J3 its approximately 21 feet. Exact distances to any desired point on a building would have to be tape measured on site referencing the stakes, as we do not have exact survey information regarding the current composition of building exterior walls, fascia, appurtenances, etc.

3. Please provide a color scheme for all the colored lines drawn on the photo in the attached PDF.

Plan View

Blue line – retaining wall

Yellow line – proposed street edge of pavement/curb and edge of sidewalk

Brown line – proposed toe of fill and top of cut grading limits

Orange line – proposed street right of way centerline

Dark blue line – I-5 channelization and retaining wall

Red w-line – water main

Profile View

Dark green line – 34th Ave S profile

Dashed black line – existing ground

Blue line – wall area

4. Please explain the graph below the photo in the attached PDF. We cannot determine what this graph means to our property.

Answer: The graph in the exhibit represents an elevation view cut along the middle of the proposed street (centerline). Shows the existing ground elevation as surveyed (black dashed) and the proposed street pavement surface finished grade elevation (green). Stationing along x-axis corresponds to the stationing or distance along 'orange alignment' in the phot above. Y-axis represents elevation. Area between green and blue line represents retaining wall area. Dashed blue I-symbol represents known water main elevation. Helps the designer estimate extents of excavation or fill that might be required to construct the proposed street. The profile has little direct meaning to the adjacent properties. If an adjacent property owner knows/surveys the existing ground elevation when standing at a particular spot, that elevation could be compared to this profile and might give the owner a feel for how much higher or lower the new street surface

would be from where they are standing.

Please provide answers to us by 2/2/17 as per our last request.

Thanks,

Philip Johnson for Sandpiper Ventures

Attachments (3 files, 2.5 MB)

- image001.jpg (1.5 KB)
- SR 516 VIC TO S 204TH ST-16-1280.pdf (1.3 MB)
- SR 516 VIC TO S 204TH ST-15-1279.pdf (1.2 MB)

T.22N. R.4E. W.M.

SECTION	SECTION NO.	SECTION AREA	SECTION PERCENTAGE	SECTION TOTAL AREA
1	1	1.17471	100.00	1.17471
2	2	1.17470	100.00	1.17470
3	3	1.17469	100.00	1.17469
4	4	1.17468	100.00	1.17468
5	5	1.17467	100.00	1.17467
6	6	1.17466	100.00	1.17466
7	7	1.17465	100.00	1.17465
8	8	1.17464	100.00	1.17464
9	9	1.17463	100.00	1.17463
10	10	1.17462	100.00	1.17462
11	11	1.17461	100.00	1.17461
12	12	1.17460	100.00	1.17460
13	13	1.17459	100.00	1.17459
14	14	1.17458	100.00	1.17458
15	15	1.17457	100.00	1.17457
16	16	1.17456	100.00	1.17456
17	17	1.17455	100.00	1.17455
18	18	1.17454	100.00	1.17454
19	19	1.17453	100.00	1.17453
20	20	1.17452	100.00	1.17452
21	21	1.17451	100.00	1.17451
22	22	1.17450	100.00	1.17450
23	23	1.17449	100.00	1.17449
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25	25	1.17447	100.00	1.17447
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36	36	1.17436	100.00	1.17436
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40	40	1.17432	100.00	1.17432
41	41	1.17431	100.00	1.17431
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44	44	1.17428	100.00	1.17428
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86	86	1.17386	100.00	1.17386
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93	93	1.17379	100.00	1.17379
94	94	1.17378	100.00	1.17378
95	95	1.17377	100.00	1.17377
96	96	1.17376	100.00	1.17376
97	97	1.17375	100.00	1.17375
98	98	1.17374	100.00	1.17374
99	99	1.17373	100.00	1.17373
100	100	1.17372	100.00	1.17372

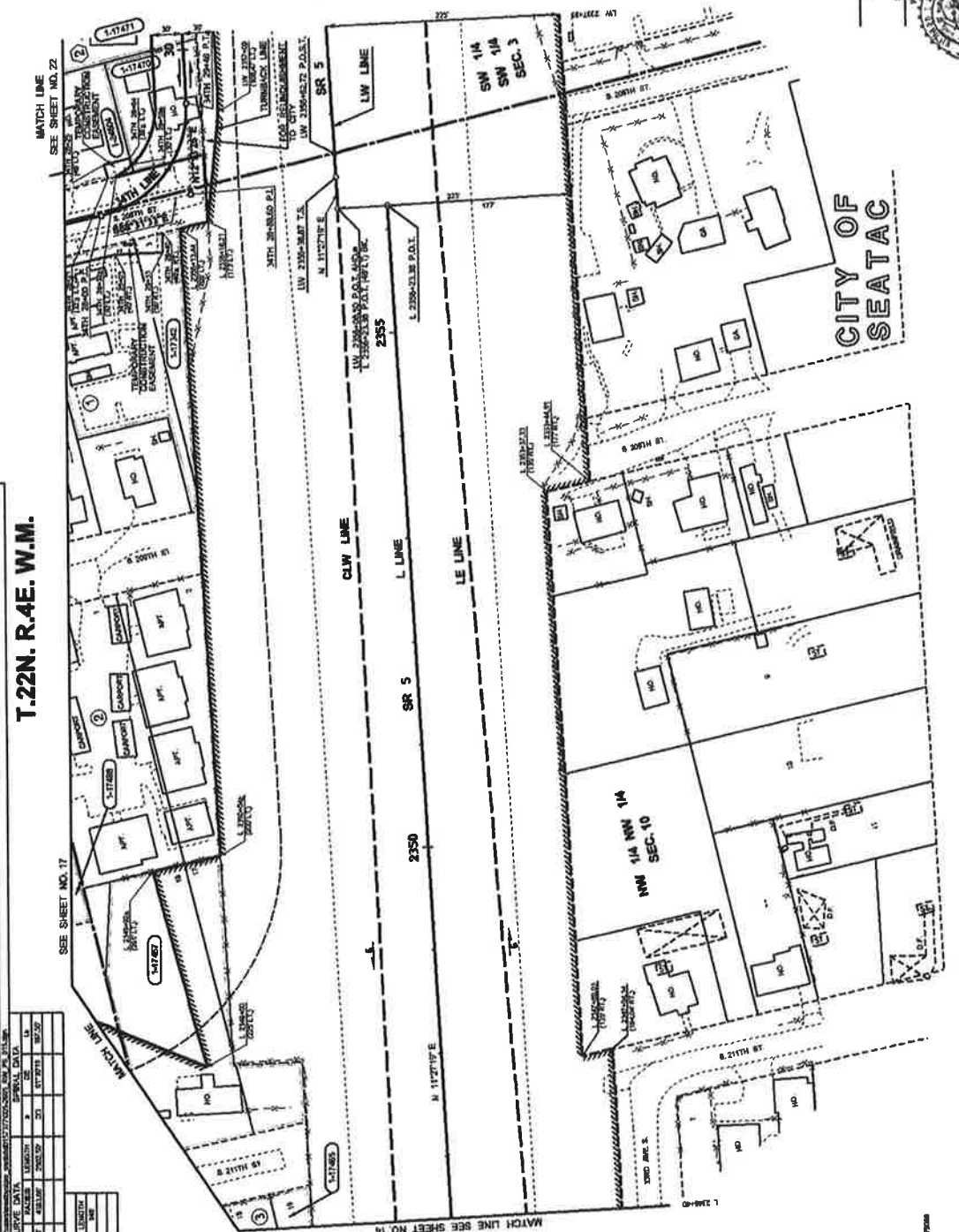


EXHIBIT A
SR 5
SR 516 V.C. TO
S. 204TH ST.
WAS. COUNTY
RIGHT OF WAY AND LIMITED ACCESS PLAN
FOR FALL CONTROL
STATION 1+286.00 TO STATION 1+230.00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

ALL PLANS ARE SUBJECT TO CHANGE.
 OWNERSHIP SHOULD BE VERIFIED. PROVIDED
 THIS PLAN IS FOR INFORMATION ONLY AND NOT
 TO BE USED FOR ANY OTHER PURPOSE.
 THE DEPARTMENT OF TRANSPORTATION WILL
 BE RESPONSIBLE FOR THE DESIGN AND
 CONSTRUCTION OF THE LIMITED ACCESS PLAN.
 THE DEPARTMENT OF TRANSPORTATION WILL
 BE RESPONSIBLE FOR THE DESIGN AND
 CONSTRUCTION OF THE LIMITED ACCESS PLAN.
 THE DEPARTMENT OF TRANSPORTATION WILL
 BE RESPONSIBLE FOR THE DESIGN AND
 CONSTRUCTION OF THE LIMITED ACCESS PLAN.

THE BASIS OF SURVEY IS THE ORIGINAL SURVEY RECORDS.
 THE DISTANCES SHOWN ARE THE DISTANCES FOR SURVEY INFORMATION.
 RECORDS ARE IN THE W.A. COUNTY RECORDS.

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

OWNER	AREA	PERCENTAGE	TOTAL AREA
STATE OF WASHINGTON	1.17471	100.00	1.17471
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17470	100.00	1.17470
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17469	100.00	1.17469
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17468	100.00	1.17468
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17467	100.00	1.17467
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17466	100.00	1.17466
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17465	100.00	1.17465
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17464	100.00	1.17464
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17463	100.00	1.17463
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17462	100.00	1.17462
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17461	100.00	1.17461
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17460	100.00	1.17460
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17459	100.00	1.17459
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17458	100.00	1.17458
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17457	100.00	1.17457
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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17401	100.00	1.17401
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17400	100.00	1.17400
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17399	100.00	1.17399
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17398	100.00	1.17398
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17397	100.00	1.17397
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17396	100.00	1.17396
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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17394	100.00	1.17394
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17393	100.00	1.17393
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17392	100.00	1.17392
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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17390	100.00	1.17390
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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17387	100.00	1.17387
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17386	100.00	1.17386
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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17381	100.00	1.17381
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	1.17380	100.00	1.17380
WASHINGTON STATE DEPARTMENT OF TRAN			

buildings. This would also conform to the drawings of 34th Avenue South that WSDOT gave us at our meeting on 12/6/17. However, the stakes that WSDOT put in last week site the proposed new property line at less than 9 feet away from our L building. What is the exact distance between our buildings and new property line that WSDOT is proposing?

Answer: The blue line represented a proposed retaining wall location behind the proposed sidewalk, not a proposed street right of way line. The City requires 60 feet for street right of way. The offset distance between the proposed street right of way limit and the buildings varies, because the buildings are skewed with respect to the right of way line. A representative offset distance from the proposed street right of way centerline and each building is shown on the attached right of way plan offset table, and labeled as J1, J2, and J3. The separation distance from the proposed right of way line/new property line to that point on building will be the distance shown in the table less 30 feet. For J1 its approximately 8 feet, for J2 its approximately 17 feet, and for J3 its approximately 21 feet. Exact distances to any desired point on a building would have to be tape measured on site referencing the stakes, as we do not have exact survey information regarding the current composition of building exterior walls, fascia, appurtenances, etc.

3. Please provide a color scheme for all the colored lines drawn on the photo in the attached PDF.

Plan View

Blue line – retaining wall

Yellow line – proposed street edge of pavement/curb and edge of sidewalk

Brown line – proposed toe of fill and top of cut grading limits

Orange line – proposed street right of way centerline

Dark blue line – I-5 channelization and retaining wall

Red w-line – water main

Profile View

Dark green line – 34th Ave S profile

Dashed black line – existing ground

Blue line – wall area

4. Please explain the graph below the photo in the attached PDF. We cannot determine what this graph means to our property.

Answer: The graph in the exhibit represents an elevation view cut along the middle of the proposed street (centerline). Shows the existing ground elevation as surveyed (black dashed) and the proposed street pavement surface finished grade elevation (green). Stationing along x-axis corresponds to the stationing or distance along 'orange alignment' in the phot above. Y-axis represents elevation. Area between green and blue line represents retaining wall area. Dashed blue I-symbol represents known water main elevation. Helps the designer estimate extents of excavation or fill that might be required to construct the proposed street. The profile has little direct meaning to the adjacent properties. If an adjacent property owner knows/surveys the existing ground elevation when standing at a particular spot, that elevation could be compared to this profile and might give the owner a feel for how much higher or lower the new street surface

would be from where they are standing.

Please provide answers to us by 2/2/17 as per our last request.

Thanks,

Philip Johnson for Sandpiper Ventures

Attachments (3 files, 2.5 MB)

- image001.jpg (1.5 KB)
- SR 516 VIC TO S 204TH ST-16-1280.pdf (1.3 MB)
- SR 516 VIC TO S 204TH ST-15-1279.pdf (1.2 MB)

17

RE: Pacific Realty - key documents

From: "Nakken, Jeffrey D." <NakkenJ@wsdot.wa.gov>

Date: 02/01/2018 05:11PM

To: "Brian M. Guthrie" <BGuthrie@ashbaughbeal.com>, "Richard H. Skalbania" <Rskalbania@ashbaughbeal.com>, "wpj@pacificrealty.net" <wpj@pacificrealty.net>

Cc: "Jepperson, Omar" <JepperO@wsdot.wa.gov>, "Chepel, Andrey" <ChepelA@wsdot.wa.gov>

Please find the response to your questions below highlighted in blue.

Kind regard,

Jeff Nakken, SR/WA
NWR Real Estate Services
206-440-4195 office
206-719-8220 mobile



From: Brian M. Guthrie [mailto:BGuthrie@ashbaughbeal.com]

Sent: Wednesday, January 31, 2018 2:45 PM

To: Nakken, Jeffrey D. <NakkenJ@wsdot.wa.gov>

Cc: Richard H. Skalbania <Rskalbania@ashbaughbeal.com>; 'wpj@pacificrealty.net' <wpj@pacificrealty.net>

Subject: RE: Pacific Realty - key documents

Jeff,

Attached is a document produced by WSDOT in response to our public records request. The document summarizes the projected costs for the various S 208th Street access options being considered by WSDOT (as well as pros and cons related to each option). After reviewing this document, we have an additional question for WSDOT:

Why did WSDOT decide to reject the "S 206th Access" option (Option #2) in favor of the significantly more expensive "34th Ave S / 204th & 206th Access" option (Option #4)?

Answer: Decision to select 34th Ave S/204th & 206th option was made based on our discussion with the stakeholders during April 19, 2017 meeting. For more details, see meeting minutes from February 15, 2017 and April 19, 2017 that were provided to you as part of WSDOT's response to PDR 17-3269.

The "S 206th Access" option is acceptable to Sandpiper Ventures and it would save taxpayers at least \$5.2 million.

Document E

February 2, 2018

SeaTac Public Works and Transportation Committee Meeting – 2/15/18

I am the manager of the Sandpiper Apartments. I have been on this property for close to ten years now. We have a great resident base with many long term residents especially in the buildings at the back of the property. These are our most requested apartments as they are at the back of the property and considered more private.

Because there is a back yard area many of the residents with children are comfortable letting their children play out there. Putting a road in what amounts to their back yard will take that security from our residents.

At this present time there is only one way in and one way to get out of our community. I believe that because of this it helps to keep criminal activity at a minimum on the property. Last year some people stole a car in Burien and were followed by the police to our property. The police were able to block our entrance and trap the thieves in our parking lot and arrest them immediately.

I believe that building a road behind our community would have a huge impact on the ability to retain residents in those buildings. Our residents would have to contend with noise, dust and debris along with increased traffic and a huge loss of privacy. And after the road is completed it would be more difficult to rent those apartment homes due to the fact there would be a road directly in their backyard. There would also be a large wall that would run 9 feet from the corner of our L building. I am positive that no one in these buildings would like to sit on their patios and have a wall for their view. This would result in a negative financial impact on the property as those buildings hold our largest apartment homes. The J, K, and L building have 24 three bedroom units and 12 of our two bedroom / two bath units. These homes house many of our larger families with children.

One of the most appealing things about our property is the fact that it is in a cul de sac. We have low traffic and for the most part the only people who come here are our residents or their guests. The low traffic again is appealing to our residents due to the fact that we have a lot of children who live here and they are able to safely play on the property without a lot of vehicle traffic.

I honestly believe that building a road behind our property will have an extremely negative impact on the property and the people who live here as well as any future residents. Being nestled in a cul de sac makes our community private and quiet. This is a very attractive feature in apartment living especially being in such a busy city.

The Sandpiper Apartments Vacancy Report

Date: 1/29/2018

Move-Ins This Week			
Apt #	Size	Name	MI Date
C103	2x1	Omar	1/8
J104	3x2	Tofi	2/1

Move-Outs This Week			
Apt #	Size	Name	MI Date

On Notice			
Apt #	Size	Name	Reason
G305	2x2	Tusambilla	State

Lease Renewals			
Apt #	Size	Name	Term

Notices of Change			
25	Size	Name	Notice Date

Apartments Rented This Week			
Apt #	Size	Name	MI Date
B202	1x1	Mondragon	ASAP
M302	1x1	Ruiz	ASAP

Leased Not Moved In			
Apt #	Size	Name	MI Date
B202	1x1	Mondragon	ASAP
J101	3x2	Mohamud	1-Feb
L103	2x2	Mongkego	ASAP

This Week Cancel/Reject			
Apt #	Size	Name	Reason
M302	1x1	Ruiz	Reject Criminal

Units Preleased			
Apt #	Size	Status	Pre Leased?

Summary of Available Units			
Size	# of Units	Vacant	On Notice
1x1	30	3	0
2x1	37	0	0
2x2	42	0	1
3x2	54	1	0
Total	163	4	1

Total Units	
Occupied	163
Total occupied units =	156
Leased	3
total occupied + leased + prelease	159

Occupancy 96%

Current Rents			
Size	Sq Ft	Rent	Per Sq Ft
1x1 Granite	706	\$1,250.00	\$1.77
1x1 Plank	706	\$1,350.00	\$1.91
2x1 Granite	939	\$1,450.00	\$1.54
2x1 Plank	939	\$1,550.00	\$1.65
2x2 Granite	1058	\$1,550.00	\$1.47
2x2 Plank	1058	\$1,650.00	\$1.56
3x2 Granite	1319	\$1,750.00	\$1.33
3x2 Plank	1319	\$1,850.00	\$1.40
NO	W/S/G	Charges	

Last Weeks Traffic:

- Little Nickle Calls: 0
- Craigslist Calls: 0
- Apartment Guide: 2
- Random Internet: 0
- Walk-In: 0
- Resident Referral: 3
- Craigslist E-mails: 0
- Transfer: 0
- Other: 0
- H.C.C. Brochures: 0
- For Rent: 3
- Apartments.com: 2

W

Document F

Comments to Sea Tac City Council, February 15, 2018

My name is Doug Repman, President of Quantum Management Services. I have been the Property Manager for the Sandpiper Apartments since March of 1995. During that time I have supervised many improvements at the property, including replacing all of the roofs, painting the exterior, regular parking lot asphalt repairs, seal coating and restriping. On the interior of the units we have instituted an upgrade program to include luxury vinyl plank flooring, granite counter tops, cabinet door upgrades, low flow toilets to save water and sprinkler retrofits in all the units and stairwells. I say this to emphasize the property has been well maintained and improved, all of which has been fully supported and financed by the owner, Phil Johnson.

I have recently attended meetings and been provided maps of the proposed construction of South 304th. This road would run at an angle along and toward our easterly buildings J, K, and L. Recent stakes installed by WSDOT indicate a right of way that would extend within eight feet of L Building. Tenants now have a view of a natural bank with mature trees. The new road would result in the ground floor units looking at a concrete retaining wall less than 10 feet away, the middle level tenants at grade with the new road, with the addition of new noise intrusion, exhaust fumes, and headlights, and the top floor units looking down on a new road with streetlights on all night.

We have many concerns related to this proposed road:

- 1) We don't understand why this new road is needed. The proposed change calls for a right in and right out access for the South 208th and Highway 99 interface. There currently exists u-turns on Highway 99 that would allow vehicles wanting to go left to double back to get access into or out of South 208th. This would be the shortest route for tenants to access the Sandpiper, and the one the tenants are most used to. We do not believe tenants will drive all the way up to South 204th, then go south along the freeway on the new 34th Avenue South then back up South 208th to get home.
- 2) It has been suggested at a recent transportation committee meeting I attended, that the proposed 34th Avenue South will help school buses avoid a dangerous turnaround on South 208th. However, a hammerhead turnaround was proposed in a prior alternative, with the plan to acquire one of the houses at the hammerhead to expand it to make it easier to use for turning the buses around. The fire department has confirmed that this alternative works. Also, we would point out that school buses travel into the Sandpiper to drop kids off, and drive through it to the project exit, and then back out onto South 208th, so they would not even have to use the proposed hammerhead turnaround. I witnessed this myself, when we met with WSDOT and other representatives recently at the site.
- 3) At the last transportation committee meeting I attended, it was stated that there would be an improvement in public safety by building 34th Avenue South. Our experience indicates the opposite: by having South 208th remain a dead end, criminals being pursued by Police have no where to go. A case in point occurred last Summer, when criminals robbed a pot store, and made the mistake of turning onto South 208th and driving into the Sandpiper. The SeaTac Police

were able to quickly trap these criminals in the Sandpiper parking lot and arrest them. Their arrest may not have happened if they had a back door escape route along a rarely used 34th Avenue South.

- 4) If the tenants don't use 34th Avenue South and the road is only lightly used, then who will use the new road hidden next to the freeway? It has been suggested that since the cars on the road will be moving since there's no place to park, the road will be safe. We disagree: if there is no traffic, criminals can simply stop in the middle of the road. Our concern is that the new road will become a dragstrip and a sanctuary for drug dealing and criminal activities. We are concerned the new road will become another burden on the limited resources of the SeaTac Police Department, and that to protect our tenants, we will have to hire roving security patrols costing at least \$2,500 a month.

- 5) We're concerned about the economic impacts this will have on the Sandpiper. Buildings J, K, and L are our largest units, and have the highest rents. We don't think the tenants will simply put up with their natural outlook changing through two years of construction dust, noise, heavy equipment, followed by walls, street lights, and cars going by. We think they will vote with their feet and move. And the next tenants may do the same thing. The impact will be to take a 100% occupied set of buildings, and potentially reduce occupancy to 80% or less. The current market rent for these 36 units is \$64,200 a month. Add an inflation factor of 5% a year to these rents and in four years when this construction occurs, they will be at \$78,035 per month. How far will we have to reduce rents to keep the buildings full? With higher turnover comes higher turnover expenses, and both the reduced revenue and higher expenses impact the total project value which will add up to substantial, quantifiable damages.

- 6) Finally, we understand the new 34th Avenue South will cost more than \$10,000,000 to build. We question if this road will have any public benefit, built at great cost, only lightly used, and becoming a potential public safety risk and considered by the neighborhood as the Road to Nowhere. A Boondoggle is defined as a "waste of money or time on unnecessary or questionable projects" and a "public project of questionable merit". We believe the 34th Avenue South project fits this description.

Thank you.

5.8 Building Code Certification

This will confirm that an apartment project known as **Sandpiper Apartments**, located at **3100 South 208th Street, SeaTac, WA 98198**, built in **1985**, and consisting of **163** units, which are housed in **14** buildings and situated on **9.06** acres (394,653 square feet), was built in accordance with the applicable codes at the time of construction and has no code violations on record, except for:

None; see attached updated email from the City of SeaTac (Exhibit "A")

[SEE FOLLOWING PAGE FOR SIGNATURE]

Sandpiper Ventures,
A California Limited Partnership

By: Pacific Realty Partners, LLC,
a California limited liability company
doing business in Washington as
Sandpiper Apartments LLC
Its General Partner

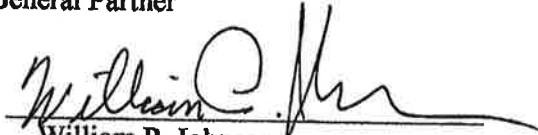
By: 
William P. Johnson
Its General Manager

EXHIBIT A

SUN-DIAL.net

WEB HOSTING WITH SOUL
MIB HOBLING MILK 20F

Print

Subject: Sandpiper Apts
From: Joyce Mullin <jmullin@ci.seatac.wa.us>
Sent: Mar 17, 2014 11:45:25 AM
To: Justin@levylevy.com

Justin

As discussed on the telephone earlier, this email is to confirm that there are no outstanding permits or code violations for the Sandpiper Apts located at 3100 S 208th St, SeaTac, WA 98198.

Joyce

Joyce Mullin
Sr Permit Coordinator
City of SeaTac
Department of Community & Economic Development
4800 S 188th Street
SeaTac, WA 98188
206.973.4750

If you are emailing a permit submittal for a Right of Way permit, please send your submittal to permitsubmittal@ci.seatac.wa.us

This communication may be subject to public disclosure laws of the State of Washington (RCW.42.56).

4



Document H

King County
Building & Land Development Division
Department of Planning
and Community Development
450 King County Administration Bldg.
500 Fourth Avenue
Seattle, Washington 98104

August 27, 1986

United Bank
955 Tacoma Ave. So.
Tacoma, WA 98402

Re: 3100 South 208th St.

Dear Sir or Madam:

The above referenced property is zoned RM-1800 (197,638 sq. ft.) and RM-2400 (197,764 sq. ft.). The land area figures are from the tax records for the site. The RM-1800 classification allows one multiple-dwelling unit per 1800 square feet of land; the RM-2400 allows one per 2400 square feet, or a total of 192 units for the building site.

The existing 163 unit apartment complex was issued a permit (#89684) on October 22, 1984, and certificates of occupancy were given on November 25, 1985. Subject to the release of any outstanding development bonds, the project conforms to applicable zoning ordinances.

The site is considered one legal building lot in conformance with subdivision, plotting and zoning regulations and ordinances.

If you have further questions regarding this letter, call 344-7908 and ask for Betty Salvati, Lead Zoning Technician.

Sincerely,

Gary G. Kohler
for Gary G. Kohler
Supervisor
Permit Service Center

GK/et

cc: William L. Green



MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 2/13/18

Subject: Permit Parking Program – Finalize Report and Implement Recommended Pilot Program

Purpose:

This item is being brought before the T&PW committee to seek recommendation for Council to finalize the Permit Parking Program report and implement the recommended permit parking zone pilot program in the McMicken Heights/Sue-Linda neighborhood.

Background:

The Permit Parking Program (PPP) report was commissioned to develop a plan to manage the increased demand for on-street parking within SeaTac. The demand for on-street parking, particularly in the McMicken Heights/Sue-Linda Neighborhood, led to several documented concerns involving safety, commercial/for hire vehicle parking in neighborhoods, and littering. Interim measures, such as no-parking signage at intersection corners, were implemented with varying levels of effectiveness.

Transpo Group was selected in May 2017 to help document the on-street parking demand problem, develop the framework of the PPP, and recommend a pilot program to implement. This report from Transpo Group will be provided at the T&PW Committee meeting, and later submitted to Council for review and recommendation to finalize. Section 4 of the report details the recommended Permit Parking Zone (PPZ) pilot project to implement in the McMicken Heights/Sue-Linda Neighborhood. A Frequently Asked Question sheet to help respond to specific questions that residents may have will be developed.

After the report and recommended PPZ pilot project is accepted, staff will develop a Request for Proposal to solicit vendors to implement the PPZ. Staff will also draft an ordinance establishing the Permit Parking Program for Council to review and approve.



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Janet Mayer
Date: 2/7/18
Subject: Highline Water District Interlocal Agreement

Purpose:

Review the proposed Interlocal Agreement with Highline Water District that will allow underground utility work (water main/service replacement) to be performed as part of the City's overlay project.

Background:

The City is constructing roadway improvements, specifically an overlay, along 12th Pl S and 13th Ave S between S 200th St and S 207th St; and along S 207th St between 12th Pl S and 14th Ave S. As part of the overlay program the City reaches out during the design phase to all utility providers operating in the right-of-way (ROW) and informs them of the opportunity to coordinate work within the ROW ahead of the project. Once the overlay is complete, there is a 5-year moratorium put in place on the roadway that is intended to strongly discourage any work that would negatively impact the new pavement.

Highline Water District operates and maintains water distribution facilities within the City's ROW in the vicinity of the project and has coordinated with the City to install water distribution facilities within the Project limits, ahead of the overlay. Upon reviewing the Water District's scope of work, Public Works is recommending that the District's work be included in the City's project as a separate schedule within the City's overlay contract. The District would be responsible for all costs associated with their schedule of work including all costs incurred by the city to administer this work. Both parties can achieve cost savings and benefits in the public's interest by combining the construction of the City and District projects.

Staff is recommending that Committee forward this item to an upcoming Council Study Session with a recommendation for approval.

Attachments:

- Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND HIGHLINE WATER DISTRICT FOR CONSTRUCTION OF WATER DISTRIBUTION FACILITIES AS PART OF THE CONNECTING 28th/24th AVENUE SOUTH, 12TH PLACE SOUTH AND 13TH AVE. SOUTH OVERLAY PROJECT

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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 improvements to connect 28th Ave S and 24th Ave S between S 202nd St and S 208th St along 12th Pl S and 13th Ave S between S 200th St and S 207th St, and along S 207th St between 12th Pl S and 14th Ave S 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.

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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 2016⁴ 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").

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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.

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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%) a lump sum payment of twenty thousand dollars (\$20,000.00) 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

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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

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If to the CITY: City of SeaTac
4800 South 188th 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").

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

EXECUTED, this _____ day of _____, 20185.

CITY OF SEATAC

HIGHLINE WATER DISTRICT

~~Todd Cutts~~ Joseph Scorcio
City Manager

Matt Everett
General Manager

Date Signed _____

Date Signed _____

Approved as to form:

Mary E. Mirante-Bartolo
City Attorney

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