



Transportation & Public Works Meeting Agenda

Thursday, January 17, 2019
4:30 PM to 6:00 PM
SeaTac City Hall – Riverton Room

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;

TIM E	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total, 3 minutes per individual. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	Chair	5
3	Prior Minutes Approval	Approve minutes December 20	Chair	
4	Sound Transit Development and Transit Way Agreements	Action	Anita Woodmass	30
5	Resolution declaring Military Rd S and South 152nd Street Project not applicable for compliance with the statute RCW 8.26.035 through 8.26.115.	Discussion/Action This resolution declares the Military Road Project/South 152nd Street not applicable to the statute RCW 8.26.035 through 8.26.115 (regarding relocation) because the project initiated before December 31, 2017.	Florendo Cabudol	10

6	Des Moines Memorial Drive and South 200 th Intersection Project ST-065	Update/Action	Florendo Cabudol	30
7	Adjourn	Adjourn Meeting	Chair	5



Special Transportation & Public Works Committee Meeting Minutes

**Approve Prior
Meeting Minutes**

Thursday, December 20, 2018
3:30 PM – 5:00 PM
SeaTac City Hall – Riverton Room

Members:	Present:	Absent:	Commence: 3:33 PM
			Adjourn: 5:15 PM
Peter Kwon, Chair	X		
Rick Forschler	X		
Pam Fernald	X		

Other Councilmembers in attendance: Mayor Sitterley; Clyde Hill; Joel Wachtel

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

Other Staff Present: Kamal Mahmoud, Engineering Manager; Mark Johnsen, Sr. Asst. City Attorney; Joe Scorcio, City Manager; Anita Woodmass, Analyst; Steve Pilcher, CED Director; Don Robinett, Stormwater Compliance Manager

1. Public Comment	CM Wachtel: need a written process for getting repairs, fixes taken care of by Sound Transit
2. Approve Prior Meetings' Minutes	Minutes for November 15 and December 4 were approved to move forward to Regular Council Meeting on January 8.
3. Sound Transit Update on Development Agreement and Transit Way Agreement	<p>Update/Action</p> <p>A team of staff members from Sound Transit were present at the meeting to help answer questions. A draft of language to date on the Development Agreement and the Transit Way Agreement were presented to the Committee.</p> <p>Staff is looking for a "thumbs up or thumbs down" opinion on the current draft agreement language before forwarding to the January 8 Regular Council Meeting.</p> <p>A chorused opinion from the Committee is that there have been ongoing concerns about our existing Sound Transit infrastructure not being kept in operational condition and the issues with trying to get items repaired. The committee also mentioned that they want the public to be kept informed of needed repairs/maintenance so that they (the council members) do not have to try to answer the public's questions.</p>

	<p>To address that concern in this Transit Way Agreement, draft language and a letter from Sound Transit executive were discussed. .</p> <p>The draft language includes: if something not operational, that signs would be posted on facilities for customers. The City is setting up SeeClickFix – so that if a Sound Transit related problem is reported, a contact number for Sound Transit would be provided to the person reporting the problem so that they could report it directly to Sound Transit. Committee asked for defined “prompt” notices and attention (would like to see a commitment to a response time and a way to escalate the matter is need be). And they asked that contact information directly to Sound Transit be given on the signs so that residents/users don’t feel they have to call the City.</p> <p>With these items changed, the Committee approved moving this item forward to January 8 Regular Council Meeting as an action item.</p>
<p>4. Trip Based Stormwater Rate Feasibility</p>	<p>Update/Action</p> <p>A presentation by John Ghillarducci, FCS Group and Don Robinett, Stormwater Compliance Manager, regarding the study findings to date on the feasibility of moving to a Trip Based Stormwater Rate. Annual Revenue Requirement: \$3.6 Million Total Daily Trips in the City: 86,260 Leads to Rate per Daily Trip: \$42.82</p> <p>The initial finding of the study indicate that a trip-based rate structure will cause rates to rise for residential properties and rise significantly for most commercial properties to generate the revenue-neutral requirement. Also per the initial findings of the study, the Port’s share under the Trip-Based Stormwater Rate, would go down significantly. This is due to the fact that a significant portion of trips into the Airport are from State highway facilities instead of City roads.</p> <p>Trip generation rates were developed from data from the Transpo Group and the Institute of Transportation Engineers (ITE) manual, which is the industry standard.</p> <p>A switch to the trip-based rate structure, would cost the City a setup fee at King County of \$50K to \$100K. In addition, land use and floor area data essential for rate calculations would require “ground-truthing” and maintenance by the City. This would require significant investment of City staff time.</p> <p>Stakeholder comments were also presented, which identified concerns over significant rate increases, and the reliability of ITE Manual data as it relates to land uses in and around the airport.</p> <p>Due to these factors, the Committee chose to recommend cancellation of the remainder of the FCS Group contract.</p>

5. SR 509 Tolling Update	<p>Presentation</p> <p>A presentation was given by Craig Stone, PE, Puget Sound Gateway Program Administrator, WSDOT, regarding the status of the SR 509 Completion Project and the tolling scenarios being considered. (The handout is attached to these minutes).</p> <p>In addition to other funding sources, including state and federal grants, a tolling requirement of \$180 Million has been established.</p> <p>On the SR 509, a tolling location will be constructed east of the 26th Avenue South off ramp.</p> <p>The various tolling scenarios were considered including: commercial trucks equal to personal vehicles, commercial trucks free, HOV+2 lanes free, Port of Tacoma spur free. Two options have been moved forward for final consideration: cars and trucks pay the same, or trucks pay more based on number of axels.</p>
6. Adjourn	<p><u>Adjourn Meeting</u></p>



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Anita Woodmass, City Manager's Office
Date: 01/17/19
Subject: Sound Transit Maintenance, Operations and Communications

Purpose:

To provide a working session for the Committee, staff and Sound Transit to discuss Committee questions and concerns regarding the Transit Way Agreement and Development Agreement.

Action Requested:

Committee Action Requested: Recommend forwarding the final draft Transit Way Agreement and Development Agreement to the RCM January 22, 2019 meeting for action. A Committee recommendation is requested.

Proposed Discussion Agenda:

1. Committee to share with staff and Sound Transit their concerns and questions regarding the agreements and maintenance, communications and operations. (Sound Transit will be on hand to answer any questions and relay information regarding maintenance issues and procedures)
2. Address the public review comments made at the December 11, 2018 public hearing and January 8, 2019 RCM meeting.

Background:

At a briefing of the Council at its RCM January 8, 2019 meeting, the Council recommended forwarding the agreements to T&PW January 17, 2019 for further discussion and review.

Response to Comments by Vicki Lockwood

Sound Transit Development Agreement Proposal For Federal Way Link Extension Project Comments by Vicki Lockwood, 1/10/2019

It is my understanding that this agreement only deals with the new portion of track being installed to the South from the Angle Lake Light Rail Station until the track leaves our southern City Limits toward Federal Way.

STAFF RESPONSE: This agreement applies to the Federal Way Light Rail Extension and will provide the baseline agreement for the final city-wide Transit Way Agreement that will be applicable to all of the light rail facilities contained within all of the City limits.

Following are my concerns about this Proposal as presented at the 1/8/2018 SeaTac Council Meeting:

Purpose (Council Packet Page 60/301, last paragraph on this page):

'The ... Agreement will assist Sound Transit ... (for a) period of ten years.'

There is no mention that this Agreement will benefit the City of SeaTac or it's citizens in any way. An agreement should be mutually beneficial to the agreeing parties, and negotiations should occur to arrive at a practical least objectionable solution of all parties. If we started with the premise that the purpose was solely to benefit ST, then there is no mystery as to why we are not receiving benefits equal to those ST is receiving.

I understand that Sound Transit is going to traverse through our City whether we like it or not, but there is no excuse for our City not demanding our mutual benefit of their presence. During a negotiation, all parties should start with their ideal 'wish list' and then eventually agree to something less than any one party's original list intact. Compromise from all parties is mandatory for a real negotiation to occur. I do not believe that this agreement included adequate representation of our City's beginning 'wish list' and I do not believe we received adequate compensation for the proposed giveaways to ST.

STAFF RESPONSE: The DA provides benefit to both Sound Transit and the City by providing certainty regarding permitting, development standards and construction.

Additional specific public benefits to the City are outlined in the above referenced Agenda Bill.

• **Departure Benefits** (Council Packet Page 61/301)

○ **Installation of permanent irrigation ...**

This is NOT a gift to our City. Irrigation water consumption is not metered but instead is billed in to perpetuity based on the capacity of the piping system installed. The premise

for this style of billing is that 'Irrigators irrigate' (think farmers). We are currently paying thousands and thousands of dollars annually for existing irrigation water in public rights-of-way that we may only use a few days a year during extreme drought conditions to insure survival of existing mature plantings. We do not need to incur any additional irrigation water charges for newly planted vegetation supplied by ST. They should incur the full cost of supplying water to the immature plants they will provide until these plantings reach maturity or are self-sustainable (except for occasional short-period droughts). Once the plants have matured and there is no longer a need for the irrigation water, ST should, as a minimum, provide our City with a fully operational metered water system. I believe the future annual metered water costs would be significantly less to us than the proposed 'gift' of unwanted irrigation lines.

STAFF RESPONSE: All developer improvements within the ROW are ultimately dedicated to the City for maintenance in perpetuity. This includes landscaping, irrigation, lighting etc. In this light, Sound Transit is being treated no differently than any other developer within the City of SeaTac. Sound Transit is responsible for the maintenance of the plants for a period of 3 years following construction. Dedication of these types of ROW improvements are anticipated and expected by the PW department and budgeted for accordingly.

○ **Long-term (more than one year) fencing shall incorporate fabric screening**

ST should be responsible for maintaining this fencing for the duration of its presence, and this maintenance should include prompt removal of graffiti/tagging and replacement of damaged/worn segments.

STAFF RESPONSE: Sound Transit Property Management Division is governed by internal policy that requires graffiti removal and damaged property repairs initiated within 48 hours.

○ **...Community-centric enhancements ...(at) IBS crossings**

Who decides what is the meaning of 'enhancements'? Who is going to maintain these enhancements (a ride on the existing light rail train gives multiple examples of such previous enhancements not being maintained by ST and they have morphed in to aesthetic eyesores)?

STAFF RESPONSE: Any enhancements will be agreed to by both parties and maintenance responsibilities assigned to the appropriately benefiting party.

○ **...Pedestrian lighting**

Who decides what is an acceptable level of lighting? The way this is written ST could determine that their providing one pedestrian light satisfies this 'benefit'. Who is going to pay for the ongoing cost of operation and maintenance of such lighting? What if after construction we determine that additional pedestrian lighting is required? Will ST be responsible for future adequate lighting installation/maintenance/operation (because the surrounding neighborhoods along the light rail corridor will change from what it is now)?

STAFF RESPONSE: ST will meet existing City lighting standards within the ROW. Developer improvements within the ROW are ultimately dedicated to the City for maintenance in perpetuity. Dedication of these types of ROW improvements are anticipated and expected by the PW department and budgeted for accordingly.

○ **Additional landscaping ... where design/construction permits**

Who decides where additional landscaping is appropriate, what that landscaping will be, how it will be maintained, etc.? As written, this 'benefit' is at ST's discretion.

STAFF RESPONSE: This will be assessed through the design review process by appropriate City staff.

• **Other Key Development Agreement Provisions (Council Packet Pages 61 & 62/301)**

○ **ST will work to limit potential for 'hide and ride' parking ...**

The words 'will work' are as vague as the words 'will try'! There are no measurement criteria to determine if a problem exists, there is no corrective action required, there is no penalty for lack of correction, and there is no acknowledgement that this phenomenon may (and probably will) be dynamic and continually 'creep' as enforcement occurs.

STAFF RESPONSE: This issue will be addressed through the design review process by appropriate City staff assigned to the project as well as Sound Transit staff. It is the responsibility of both agencies to ensure that the final design doesn't allow for hide and ride opportunities.

○ **ST ... mitigation plans ...**

▪ **Emergency Response Plan**

Will ST be required to practice their proposed **Emergency Response Plan** regularly and be required to tweak this plan if their practices reveal weaknesses/impracticalities/need for additional equipment/personnel, etc.? Or will an untried 'it looks good on paper' plan suffice only to learn during a real emergency that the plan was inadequate?

STAFF RESPONSE: This plan shall be reviewed and approved by City staff prior to acceptance by Sound Transit in accordance with emergency response parameters as overseen by the PSRFA.

▪ **Construction Outreach and Communication Plan**

This states that ST will provide advance notification ... Who decides what 'advance' means? Fifteen seconds advance notification meets the criteria as written. This section also refers to 'actions that are of interest to the community' ... who decides what the community is interested in? As written, this is meaningless and unenforceable, and has no penalties for failures.

STAFF RESPONSE: This plan shall be reviewed and approved by City staff prior to acceptance by Sound Transit. City staff will make decisions in the best interests for our community and will ensure that appropriate advanced outreach will be commensurate with the potential impacts to the public.

The Agreement

• **Definitions (Council Packet pages 68-70/301)**

- 1.14 Record Drawings: Specifies contract drawing be provided showing final locations of all items of work.

There is no requirement for changes/alterations made after construction is complete. We should require they supply us with current updated drawings for the life of the operation of the light rail within our City.

STAFF RESPONSE: Record drawings will reflect the final state of the project upon completion. Any future changes to ST infrastructure will be captured through the permitting process and captured in the asbuilts.

Cooperation and Good Faith Efforts (Council Packet pages 70-71/301)

- 2.1 Cooperation: Specifies timely and open communication and cooperation between Parties. ST's history has not created a meaningful level of trust from the public regarding their past plans or performance. Who decides what 'timely and open' means or what 'cooperation' means? I suspect ST disagrees with their current public persona and insists that they have met this boiler plate requirement throughout their operation. What are we using for performance measures? What is the resolution if ST thinks they are complying with this paragraph but our City

or the public thinks they are failing to comply? What is the penalty for failure to perform?

- 2.4 Community Concerns: Specifies that ST will be responsive to any concern, issue, complaint ... What does 'responsive' mean? Is this a passive or active verb? What constitutes resolution? As written, it's difficult to imagine how this could be stated more vaguely.

STAFF RESPONSE: The only time the City will be involved in active communication with Sound Transit is when there are issues to be addressed that may negatively affect our community. The Maintenance Agreement provides a commitment from the highest levels of Sound Transit regarding a response to maintenance issues. Consequences is that failure constitutes escalation of the issue to the highest level of Sound Transit's organizational structure.

Sound Transit will keep the City informed on a regular basis on potentially impactful maintenance and operations issues and the City will take a proactive approach in monitoring how these issues are addressed as per our agreement.

STAFF RESPONSE: Please refer to the Council Packet Attachment Public Review Comment and Response for responses to the issues detailed below or have been addressed above.

- **Development Standards** (Council Packet pages 73-76/301)
 - 8.1.1 Buffering of At-Grade Track Corridor (2nd bullet under this item): States in areas where ST will retain permanent control of land surrounding the Light Rail Transit guideway, ST will plant permanent shrubs and groundcover". ST should be required to maintain these permanent shrubs and groundcover for the life of the operation of their trains.
 - 8.2.3 King County Road Design & Construction Standards...: States 'ST shall install permanent landscaping irrigation'. See my comments on Page 1 of this document.
 - 8.8 Nuisance Parking: States 'ST will work with the City to limit the potential for any 'hide and ride' parking ... See my comments on Page 1 of this document.
 - 8.9 Fencing: Specifies that fencing installed for more than one year shall incorporate fabric screening, and that temporary fencing cannot stay in place more than 5 years. See my comments on Page 2 of this document. In addition to my previous comments, there is no follow-up to ensure that such temporary fencing is removed at the end of 5 years, who will pay for the removal, who will pay for disposal of such fencing, etc. There needs to be a time limit specified for compliance and responsibility accepted for compliance as well as some sort of punitive measure for non-compliance. ST should be required to supply us with continuously updated dates of installation and removal of all fencing they install along with dates for intentions for removal of fencing that stays in place more than 5 years.
 - 8.10 Tacoma Smelter Plume – States ST shall implement DOE recommendations pertaining to testing and remediation of contaminated soils. How will we know that they have complied with this? Since these are only DOE recommendations,

they obviously have no penalty for failure to comply ... do we? If so, what are they?

- **Design Review and Permitting and Inspection (Council Packet Pages 76-79/103)**
 - 9.1 Project Administration: States the City shall assign a City staff contact for the Project... Who is responsible for tracking this person's time spent on the Project? If ST is paying for this person's fully loaded time, what are the billing hour increments (full hours/full days/etc.)? In addition, who will balance fully loaded cost of time spent vs. payments made, etc.?
 - 9.13.2 Sound Transit Owned Facilities to be dedicated to the City: The City shall review and inspect all facilities that will be dedicated to the City prior to acceptance by the City... What remedy is in place if we reject any of their 'gifts'?
 - **Construction (Council Packet Pages 79-82/301)**
 - 10.1 Design-Build Contractor Plan:
 - First bullet under this heading specifies submittal of an Emergency Response Plan. See my comments on Page 3 of this document.
 - Fifth bullet under this heading specifies conditions for ST's Construction Outreach and Communication Plan. States ST will have a 24-hour telephone access point for the public to get construction information and to make complaints and incident reports. However, it does not say that this phone will be answered by a live human being who will respond to a caller's specific question or complaint. As written, it appears this phone could be nothing more than a recording (that often comes with a complicated tree of decisions to make as a caller proceeds through the multiple options presented until eventually the caller might hear the answer to their question or be allowed to leave a comment). There is no mention a requirement for follow-up answers or frequency of updated information in real time, etc. Once again, no penalties for non-compliance are included. Also, see my comments on Page 3 of this document.
 - 10.9 Record **Drawings**: See my comments on Page 3 of this document.
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- **Operation and Maintenance Responsibilities for Improvements to be Constructed Under the Agreement (Council Packet Page 83/301)**

States that the City will be responsible for maintenance of all landscaping installed by ST in public rights-of-way upon the close of the required plant establishment period and upon successful City inspection. What is the 'plant establishment period'? We all have seen multiple examples of dead, damaged and missing plantings that were made by contractors and then quickly deeded to someone else for continued maintenance. These plantings have a very high mortality rate because the planter has no responsibility for long-term survival of the plants. Root balls are often not properly prepared before planting, support stakes are often eliminated or quickly disappear, etc. These contractor plantings also have a very high theft rate because the replacement dirt put into the planting hole is often poorly compacted (making the plants easy to pull from the ground with little-to-no effort or tools).

Insurance (Council Packet Page 84/301)

- 16.1 ST shall maintain insurance throughout the term of this Agreement and for six(6) years after it's termination. This is not acceptable. It is not uncommon for liability issues to surfaces many decades after an operation is ceased. I have personal experience with a company that gave away a piece of property to a City for \$1 in an 'as-is' condition. That company continued to be involved in lawsuits and litigation more than 40 years later. Another example is Asarco in Tacoma and Everett. Let's just imagine that there is some huge catastrophe involving the light rail train (perhaps a derailment or elevated trackway collapse, etc.) and the system is no longer operable, and abandonment is the subsequent decision. However, during the 'event' significant ground contamination occurs. Why should we incur responsibility for this after 6 years? This is way too risky for any City to accept in my opinion.
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- **Termination** (Council Packet Pages 87-88/301)

- 21.3 Cessation of Use of Project: States that if the City does not want any abandoned structures upon cessation of the Project, that ST shall remove any remaining portion of the Project. There is no time frame for said removal and no clarification that removal will be done at ST's expense and liability (liability incurred during said removal and subsequent liability that my surface indefinitely after removal)
 - 21.4 Removal Plan: States that ST shall file a written removal plan within sixty(60) calendar days following the date of the receipt of any orders directing removal... Ditto my comments to para. 21.3 above
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Public Review Comment and Responses

Citizen Comments: Agenda Bill 5111 (Council Packet Pages 174-176/301)

- **Concern One...** ST has no responsibility to pay for special equipment and training (current and future) required to respond to an emergency evacuation of ST's cars.

City Response:

- ST paid \$600,000 for a ladder truck.
 - My response: A one-and-done contribution does nothing to alleviate the higher operation and maintenance costs of owning such a piece of equipment nor does it provide for future replacement of this equipment. ST should be paying an annual fee that includes equipment replacement and upgrades for the specialized items required for such an occurrence, as well as the actual annual costs of training and readiness of our personnel to respond to such a potential event.
 - The other affected cities are incurring the costs of an emergency ST response within their boundaries, which is the same as with any other situation that requires assistance
 - My response: ST pays no taxes to our City to offset our costs to respond to a potential emergency associated with ST's presence. Such a response will be unique and unlike any other 'routine' emergency response within our City. The other entities mentioned by the City as comparable were hotels, vehicle accidents, etc. They do pay taxes to offset their expenses and none has such a totally unique potential as that presented by ST's presence. Just because the other Cities rolled over and accepted this responsibility and expense does not justify our City following suit.
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- **Concern Two ...** ST's "gift" to our City of plantings and operational irrigation systems.

City Response:

- The City does not assume responsibility of the plantings until after a three-year establishment period and successful inspection consistent with City Code.
 - My response: I did not see the 3-year period specified, but I did see reference to a 'maturation period'. If it will be 3 years before we take possession of the plantings, then it should be specified that during this period ST is responsible for maintenance costs (fertilizing, pruning, watering, spraying of insect/infestation control, etc.) and replacement of all plantings that fail to survive or are damaged or missing. The 3-year window for such replacements should have a new start date concurrent with their re-planting date.
 - The City requested the gift of the permanent irrigation lines.
 - My response: This was not a wise request. At the end of the 3-year establishment period, ST should provide us with a fully functional metered water system so that in the future we will only pay for the water we consume during extreme drought periods and not for the continual potential consumption the irrigation lines would be capable of providing.
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- **Concern Three...** ST will work with the City to limit the potential for any 'hide and ride' parking activity.

City Response:

- This clause provides a 'placeholder' for the City when reviewing not yet know design under the guideway
 - My response: ST takes no responsibility for actual 'hide and ride' parking activity that will occur during construction. The have only agreed to work with us to 'limit the potential'. This has a non-quantifiable result with no penalty should the potential come to fruition. It also relieves ST of all 'hide and ride' activity that may result from their construction but is not adjacent to or within their construction boundaries. They are providing no monies for detection or elimination of this potential problem.
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- **Concern Four...** ST shall maintain (insurance) coverage throughout the term of the Agreement and for six(6) years after its termination...

City Response:

- Since tort claims generally have a three year statute of limitations ...(this) is a generally accepted way of ensuring the City would be protected
 - My response: See my comments on Page 6 of this document
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- **Concern Five...** Insuring accuracy and responsibility of City invoicing to ST for costs incurred.

City Response:

- City now has an established and fully functioning time tracking tool. The City's Project Manager and assigned staff are responsible.
 - My response: I am satisfied with the City's response and this is no longer an issue for me.
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- **Concern Six...** Wouldn't it be prudent that ST include our City as a party of notice when others request permits from ST within our City?

City Response:

- Any work that impacts the City ROW will require ST to apply for a ROW permit
 - My response: This concern was for when others apply for permits from ST within our City that ST notify us of these requests. Given the City's Response, I'm not certain that this concern was understood or addressed.
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General Citizen Comments: Draft Maintenance Agreement Letter (Council Packet Pages 176-177/301)

1. What does 'Prompt' Mean?

City's Response:

- Letter has been amended and 'prompt' has been replaced to 'within two business days of notification' ST will assess the situation, establish a timeline for repairs, communicate the anticipated timeline...and post on-site notification informing customers of the out-of-service equipment and its anticipated timeline for repair. ST will make repairs or take other actions...as soon as is practicable.
 - My response: There is no punitive action for failure to respond within two business days, to post on-site information or to complete repairs within the stated timeline.

2. Posting an on-site 'Out of Order' sign is insufficient.

City's Response:

- ST Customer Service is available by telephone and ST Security is also available by telephone at a different number.
 - My response: How will the general public become aware of these telephone numbers? They need to be posted prominently at the stations, inside the transit cars, and on their website. Also, will anyone answer the telephone numbers provided or will this be a recording? What hours will the telephone numbers be operational? How frequently will the information be updated?

3. Electronic notifications of deficiencies to those who have signed up for their app is insufficient and should be in real time.

City's Response:

- The ST notification system provides real time notification to registered users. ST will also post on-site notification and its anticipated timeline for repair.
 - My response: One-time notification to registered users and on-site notification does not address the registered user or the non-registered user what the current situation is. This needs to be in a format that a user can query on-demand to receive the current situation.

4. ST should provide weekly reports on current issues that exist.

City's Response:

- ST and our City will be working together to improve lines of communication.
 - My response: What does 'working together' mean? Shouldn't we have some specific expectations?

5. Contact information for general inquiries/comments from the public should be permanently posted prominently at the stations, on their website and in all ST advertisements.

City's Response:

- Request has been relayed to ST.
 - My response: What is their response?

6. If 'Click and Fix' is utilized for reporting ST deficiencies, comments, etc. will we shoulder the staff time inherent in relaying this information to ST?

City's Response:

- Click and Fix will not be promoted to the public as a means of reporting ST issues.
 - My response: What if Click and Fix is used heavily to report ST issues? We should be reimbursed for our time spent relaying this information or we should not allow reporting via this app.

TPW Committee Comments (Council Comments Pages 177-178/301)

1. All repairs should provide notification onsite.

City's Response:

- ST will comply with this.
 - My response: No issue.

2. What does Prompt Mean?

See previous responses from City and me on Page 9 of this document.

3. There needs to be an escalation for contact regarding issues.

City's Response:

- Per amended Maintenance Agreement Letter, there are now 3 levels of escalation provided.
 - My response: No issue.

4. ST needs to better keep its customers informed of operational issues.

City's Response:

- ST has committed to posting onsite notification of service related issues and establishing an alert system to communicate to subscribers all repairs affecting the availability of ADA services.
 - My comment: This still does not allow on-demand queries with real-time current conditions.

5. ST Contact information should be available onsite to reduce the burden to the City.

City's Response:

- Request has been relayed to ST.
 - My response: What is their response?

6. There needs to be accountability by ST to maintain the facilities.

City's Response:

- ST is bound by the Transit Way Agreement (if approved) and ST has provided us with a Maintenance Agreement Letter which outlines their commitment to maintain their facilities.
 - My response: Neither has any enforcement clause or punitive actions for failure to comply. Their history does not give them the benefit of the doubt when it comes to their promised future performance.

Council Comments (Council Packet Pages 178-179/301)

- 1. Concern regarding ST infrastructure not being kept operational and the timeliness of repairs.**

See previous responses from the City and me on Pages 5 and 11 of this document.

- 2. There needs to be an identification of a process for repair.**

See previous answer.



MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer and Mark Johnsen, Senior Assistant City Attorney

Date: January 17, 2019

Subject: Agenda Bill #5134—A Resolution electing not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017

Purpose:

To seek a Committee recommendation to pass this Resolution and forwarding it for full Council action at the 1/22/19 Regular Council Meeting.

Background:

When constructing certain Public Works projects, it may be necessary for the City to acquire real property from adjacent property owners. For example, additional property may be necessary for a road widening project. In these circumstances, the City is required to pay just compensation to the property owner in order to acquire the necessary property.

In 1970, Congress passed the Uniform Act that established minimum standards related to relocation payments for federally funded programs and projects that require the acquisition of real property or displacement of persons from homes, farms, or other businesses. In 1971, the State Legislature adopted legislation in order to comply with the Uniform Act, codified in Chapter 8.26 RCW. Prior to recent amendments to state law, Chapter 8.26 RCW only applied to projects or programs that received federal funding. Payment of these relocation expenses is *in addition to* the payment of required just compensation.

In 2017, the State Legislature expanded the applicability of Chapter 8.26 RCW to apply not only for federally funded projects, but also those that are funded by the State. As a result, the number of projects in which the payment of relocation expenses might be required has increased. Although this change was effective July 23, 2017, the State Legislature added a provision to RCW 8.26.010

(4) that states, "The governing body of any local public agency may elect not to comply with the provisions of RCW 8.26.035 through 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017."

This proposed Resolution, if passed, indicates the City Council's election to not comply with the relocation expense requirements set forth in RCW 8.26 for projects commenced prior to December 31, 2017. Passage of this Resolution does not affect the requirement for the City to pay just compensation. The statute does not set forth any criteria or rationale that the City Council must use when making this election, and thus it is simply a policy decision. If the Council does not pass this Resolution, it does not mean that affected persons will automatically receive payment for relocation expenses. Rather, such determinations will be reviewed and decided in accordance with applicable state law.

Passage of this Resolution has no direct fiscal impact. However, this Resolution would be applicable for the City's Military Road South, South 150th Street to South 152nd Street and International Boulevard project since it was commenced prior to December 31, 2017.

Proposed Resolution—Agenda Bill #5134

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington electing not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017.

WHEREAS, the Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards related to relocation payments for federally funded programs and projects that require the acquisition of real property or displace persons from homes, farm, or other businesses; and

WHEREAS, the City is bound by the Uniform Act and Chapter 8.26 RCW, pertaining to relocation assistance for all projects receiving federal financial assistance; and

WHEREAS, pursuant to RCW 8.26.010(4), the Washington State legislature has codified that "the governing body of any local public agency may elect not to comply with the provisions of RCW 8.26.035 through 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017;" and

WHEREAS, the SeaTac City Council has considered the requirements of Chapter 8.26 RCW and determined it is in the City's best interests to elect not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017; and

WHEREAS, this Resolution does not abrogate the rights of the people to due process and just compensation, as provided in both the Washington Constitution and the United States Constitution, when private property is taken by the government for a public purpose;

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

Section 1. Pursuant to RCW 8.26.010(4), the SeaTac City Council hereby elects not to comply with the provisions of RCW 8.26.035 through RCW 8.26.115 in connection with a program or project not receiving federal financial assistance initiated on or before December 31, 2017.

PASSED this _____ day of _____, 2019 and signed in authentication thereof on this _____ day of _____, 2019.

CITY OF SEATAC

Erin Sitterley, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo, City Attorney

[Election not to comply with RCW 8.26—projects before 12/31/2017]



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Colum Lang, Civil Engineer II
Date: 1/17/19
Subject: Des Moines Memorial Drive and South 200th Intersection Project ST-065

Purpose:

To provide a status update on the Des Moines Memorial Drive South/South 200th Street Intersection project (PROJECT), review an amendment to the design budget, and ask committee for a recommendation to bring the design contract amendment to full Council for action.

Background:

The PROJECT is currently at 90% design and is scheduled to advertise for construction bids in April. As the design progressed, several changes were encountered that caused the scope and cost to increase and the schedule to be delayed. These changes are listed below:

- 1) Increase in design costs due to changed conditions
 - a) Additional right of way services due to longer turn pockets and additional space required for underground utility vaults. The proposed intersection design balances performance with cost to meet level of service goals for vehicular mobility.
 - i) Additional valuation (AOS & appraisal) for temporary construction easements and right of way acquisition
 - ii) Temporary and permanent relocation services
 - b) Septic system reconfiguration required to resolve conflicts with improvements and to avoid full take (and associated time and cost for relocation, appraisal etc.)
 - i) As built research to identify potential conflicts
 - ii) Drain field locates to verify as built locations
 - iii) Additional topographic survey
 - iv) Private property figures
 - v) Meetings with homeowners
 - vi) septic designer to conduct a preliminary analysis and prepare design and permit documents for drain field relocation and replacement on two properties
 - vii) Costs to incorporate septic construction into bid package
 - c) Design costs due to Des Moines initiated scope changes (Des Moines is a partner in the PROJECT)
 - i) Alternative cost estimates for various scope alternatives
 - ii) Removal of curb, gutter, sidewalk, pavement replacement, street lighting, utility undergrounding and drainage improvements in Des Moines
 - (1) Revisions to drainage design

- (2) Plan revisions
 - (3) Quantity updates
 - d) Revisions to the drainage design to facilitate future Des Moines connection
- 2) Design costs due to SeaTac initiated scope changes
- a) Traffic control plans
 - b) Sidewalk modifications to reduce right of way acquisition
 - c) Coordination with S.200th St Shared Use Path Project
 - d) Private property undergrounding plans
 - e) Second open house to present revised scope and solicit feedback regarding private property concerns and mailbox relocation
 - f) An additional 95% Plans, Specifications and Estimate(PS&E) submittal to review scope changes
 - g) Incorporate and respond to constructability review by construction management consultant

The total increase in design cost is estimated to be \$210,000 (staff is actively working on refining the estimate to be as accurate as possible for full Council review). The additional work will bring the total cost of design to approximately \$440,000, which is within the customary range of 10-15% of estimated construction cost.

Actions:

Seek committee recommendation to bring the amended design contract for full Council review and action at the 2/12/19 regular council meeting.

Topics for discussion at upcoming meetings (for Committee to be aware of):

Construction cost increases are anticipated. The magnitude of the increases will be refined as the design progresses and will be brought to the committee for review. Below is a summary of items anticipated to increase construction costs?

- 1) Property rights acquisition (AKA ROW)
 - a) Additional cost to secure temporary construction easements due to additional area needed
 - i) Temporary relocation
 - b) Additional acquisition costs due to additional area needed
 - i) Permanent relocation
- 2) Construction Costs
 - a) Bid climate – The PROJECT was originally scheduled to bid in mid-January 2019. Currently the advertisement for construction bids is projected for April 2019. Primary reasons for schedule adjustments include, additional time for undergrounding design, and resolving conflicts with existing septic systems which delayed right of way acquisition work. Recent bids on projects advertising during “peak construction season” have increased up to 7%, though the amount can vary due to multiple economic factors.
 - a) Septic replacement and reconfiguration
 - b) Construction management services
 - i) Services are needed to supplement staff availability and expertise to manage the successful construction of the PROJECT.