



Transportation & Public Works Special Meeting Agenda

Thursday, October 24, 2019
3:00 PM to 4:30 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;

TIME	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 time limit.	Chair	5
3	Prior Minutes Approval	Approval of Oct 3 TPW minutes	Chair	5
4	Waste Reduction & Recycling Education Grant	Discussion/Action	Mason Giem	30
5	<u>Right of Way Standards</u>	Discussion/Action	Will Appleton	30
6	<u>Future Meeting Topics:</u> Sound Transit Parking Tax; Tukwila International Blvd. Reconfiguration; Final Acceptance of several CIP projects; Sewer District Easement near Kent Elementary and Grandview Park; Complete Streets Ordinance			
7	Adjourn	Adjourn Meeting	Chair	5



Transportation & Public Works Committee Meeting Minutes

**Approve Prior
Meeting Minutes**

Thursday, October 3, 2019
5:30 PM – 6:30 PM
SeaTac City Hall – Riverton Room

Members:	Present:	Absent:	Commence: 5:30 PM Adjourn: 6:32 PM
Peter Kwon, Chair	X		
Rick Forschler	X		
Pam Fernald	X		

Other Councilmembers in attendance: CM Joel Wachtel, CM Clyde Hill, CM Stanley Tombs

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

Other Staff Present: Kamal Mahmoud, Engineering Manager; David Tomporowski, Senior Planner

Public Comment.	None
1. Approve Prior Meetings' Minutes	Sept 5 and Sept 19 TPW Minutes were approved to go to full Council.
2. Port of Seattle Air Cargo Road Improvements	<p>Presentation by Port Staff:</p> <ul style="list-style-type: none"> Sarah Nicolai, Project Manager Heather Bornhorst, Landside Program Manager David Kaplan, Local Government Relations Manager <p>Port Staff presented the PowerPoint slide deck in the packet explaining the goals, scope, and schedule for the Port's Air Cargo Road (ACR) project. Port staff also presented on future projects that, along with the ACR project, will affect the Air Cargo Road, Airport Expressway, and South 170th Street corridors.</p> <p>A question was asked regarding the future displacement of the Cell Phone Lot. Port staff indicated that as part of the ACR project, modifications to the lot will include adding approximately 10 stalls. However, future plans are looking to displace the lot entirely to make room for a relocated southbound Airport Expressway and SAMP Near Term project construction. Prior to any displacement, a mitigation plan will be implemented by the Port to account for that short term parking loss. The Port is considering a short term parking option in the parking</p>

	<p>garage as a way to replace the loss of the cell phone lot. Concern was expressed by the committee about those not wanting to pay for parking attempting to wait on City streets. Chair Kwon asked that the Port look for a no cost option.</p> <p>Questions were asked about impacts to the South 170th Street corridor. The ACR project will improve the current signal system at the cell phone lot and add a second right turn lane to northbound Air Cargo Road. The ACR project also will build sidewalks along South 170th Street that will connect to sidewalks along International Blvd and Air Cargo Road. Vacation of City ROW in the area of the cell phone lot/South 170th Street intersection will be requested of the City as part of this project.</p> <p>Questions were asked related to stakeholder engagement on the ACR project. Port staff explained that stakeholders located along the project alignment were engaged (Air Cargo vendors, Washington Cemetery, Doug Fox Parking, and the FAA). In addition, ground transportation from parking vendors and hoteliers were engaged.</p> <p>Several questions were asked and concerns expressed about the future SAMP Near Term projects related to the following:</p> <ul style="list-style-type: none"> • Closure of Air Cargo Road north of South 170th Street to facilitate construction of the Near Term projects, including the proposed Terminal 2. • Cell Phone Lot displacement <p>Concerns were expressed about the potential closure of Air Cargo Road because it is used as a corridor to support north-south movement for SeaTac citizens. Several Councilmembers expressed support to keeping Air Cargo Road open. Several ideas were discussed to mitigate the potential closure of Air Cargo Road that included:</p> <ul style="list-style-type: none"> • Evaluating closure of South 170th Street • Evaluating access to Airport Expressway at South 160th Street • Evaluate a new north-south corridor aligning with Host Road <p>Port staff explained that the SAMP is currently in the environmental review process and numerous opportunities for public comment are forthcoming. Port staff asked that these suggestions and concerns are recorded during those public comment opportunities. Port staff also mentioned that they will continue to be engaged with City staff as these projects develop. The ACR project is a standalone project and serves to address immediate needs stemming from the current siting of the Cell Phone Lot.</p>
3. Adjourn	Adjourn Meeting



MEMORANDUM

To: Transportation and Public Works Committee
Through: Will Appleton, Public Works Director
From: Mason Giem
Date: October 17, 2019
Re: Waste Reduction, Recycling and Education Grant

Purpose:

The City has been conditionally awarded a Waste Reduction, Recycling and Education Grant from the Department of Ecology. The State will provide \$60,000 with a match of \$20,000 required from the City, for a total program allotment of \$80,000.

Background:

On January 1 2019 the City raised garbage rates, removed plastic film from the list of materials accepted into the recycling and began a contamination enforcement program. The program has shown to reduce recycling contamination but not enough to make the 10% contamination threshold goal. This grant will support a program designed to reduce contamination in participating multi-family and hotel properties by 50%, hopefully reducing the cost of operations and also saving rate payers money. Blue Marble Consulting has been selected to implement the education and outreach program beginning in 2020 through 2021. Matching funds are available within the Solid Waste Fund and have been requested through the mid biennium budget process for 2020.

Actions:

Staff is seeking recommendation from the Committee to Council for:

- Approve of the acceptance of the Waste Reduction, Recycling and Education Grant
- Approval to enter into a contract with Blue Marble Environmental.

Attachments:

1. **Grant Summary**
2. **Draft Contract with Blue Marble Environmental**

Attachment 1: WRR Grant Summary

The "SeaTac Recycling Contamination Reduction" project aims to reduce the amount of contamination found in the recycling streams at multi-family properties and hotels in the City of SeaTac. The project will achieve this by providing targeted, relevant outreach that meets customers at their homes and places of work as well as assisting with the design of waste collection locations within buildings and multifamily properties.

On January 1, 2019, the City of SeaTac began implementation of a Contamination Reduction and Outreach Plan (C.R.O.P.) in conjunction with SeaTac's waste hauler, Recology CleanScapes. This plan implements strategies found in the 2019 King County Solid Waste Comprehensive plan pages 4-32, 4-33 and 4-44. The project will utilize baseline data from contamination evaluation reports from Recology. These contamination evaluations take photos and create reports with estimates of contamination levels and references to the types of contamination found at customer sites. After contamination is found, Recology offers outreach and basic signage materials. If no action to reduce contamination is taken by the customer after three months, the customer can be subjected to a fine of \$10/yard of service per occurrence. As a result of these actions, many customers have been fined for contamination. Recology's outreach staff have been overwhelmed with requests for trainings and outreach. This program will fill in the outreach and education gaps and provide effective and culturally relevant outreach to individuals who live in multi-family housing and/or who work in hotels in SeaTac.

The City of SeaTac will contract with Blue Marble Environmental - a consulting firm that specializes in multifamily and commercial waste reduction and recycling program development. Blue Marble Environmental will provide project design, management, outreach and education services and project reporting.

The project will utilize existing relationships with King County, to use some of the "Empty, Clean and Dry" outreach materials created by King County. The project will also use the Refugee Women's Alliance (ReWA), to develop culturally relevant educational materials. The aim is to use a culturally relevant method of poster design to make sure the items seen on the poster are the items the target audience is using and to make sure the translation of materials clearly conveys the intent of the program.

Project costs charged to this grant will include consultant fees associated with project implementation, education and outreach, project management, and project mileage. Fees for language and text translation and cultural relevancy of materials and key recycling messages will be charged to the grant. General expenses will include support materials such as printing and copy costs, container decals, door hanging sleeves, and related materials/tools to support recycling education and contamination reduction messages.

The project will be a collaborative effort between the City of SeaTac, Recology Cleanscapes, and Blue Marble Environmental – a recycling education consulting group. The project will utilize

translation and culturally relevant services from REWA. King County will provide "Empty, Clean and Dry" outreach materials and communications consultants to assist in project outreach.

Materials and education will be available and provided in English, Somali, Spanish and other languages identified and needed. This includes recycling instructions and customized "recycle right" messaging in English, Somali, and Spanish. Presentations to staff and residents will include language support as needed to convey program recycling and contamination reduction messages.

This project will target 25 to 35 multifamily properties and 10 to 15 hotels in the City of SeaTac. The recycling consultant education team will work with multifamily and hotel management to provide technical assistance to minimize contamination and craft an education plan for residents (multifamily), maintenance, housekeeping, and food service staff (hotels) that address identified contamination problems.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into on this _____ day of October, 2019, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and, Blue Marble Environmental hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City is engaged in or readying itself to be engaged in its project of Waste Reduction Recycling and Education Grant, and is in need of services of individuals, employees or firms for Waste Reduction, Recycling and Education work on said project; and,

WHEREAS, the City desires to retain the Consultant to provide certain services in connection with the City's work on said project; and,

WHEREAS, the Consultant is qualified and able to provide consulting services in connection with the City's needs for the above-described work/project, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit A attached hereto and incorporated herein by this reference. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services.

From time to time hereafter, the parties hereto may agree to the performance by the Consultant of additional services with respect to related work or projects. Any such agreements shall be set forth in writing and shall be executed by the respective parties prior to the Consultant's performance of the services there under, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an addendum (Agreement for Additional Services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Addendum.
The parties hereby agree that situations may arise in which services other than those described on Exhibit A are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant's performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement.
4. Consultant's Representations.
The Consultant hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
5. City's Responsibilities.
The City shall do the following in a timely manner so as not to delay the services of the Consultant:
 - a. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
 - b. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
 - c. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
 - d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.
6. Acceptable Standards.
The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.
7. Compensation.
As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit B attached hereto and made a part hereof (or as specified in an addendum). The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. **Time for Performance and Term of Agreement.**
The Consultant shall perform the services provided for herein in accordance with the direction and scheduling provided on Exhibit C attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the parties. The Term of this Agreement shall commence on the date hereof or on the _____ day of October, 2019, and shall terminate upon completion of the performance of the scope of work provided herein, according to the schedule provided on Exhibit C attached hereto, unless otherwise agreed to in writing by the parties.

9. **Ownership and Use of Documents.**
All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. **Records Inspection and Audit.**
All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. **Continuation of Performance.**
In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

12. **Administration of Agreement.**
This Agreement shall be administered by the City Manager or designee on behalf of the City, and by _____, on behalf of the Consultant. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF SEATAC:

City of SeaTac
 Attn.: City Manager
 4800 S. 188th Street
 SeaTac, WA 98198
 Telephone: (206) 973-4800
 Email:

CONSULTANT:

Blue Marble Environmental
 Attn. : Jack Harris

 Telephone:
 Email: jharris@seanet.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF SEATAC:

CONTRACTOR:

By: _____
Printed Name: Carl C. Cole
Its: City Manager
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Printed Name: Mary E. Mirante Bartolo
Its: City Attorney

By: _____
Printed Name: _____
Its: _____

ATTEST:

Kristina Gregg, City Clerk

Exhibit A
Scope of Work

Task 1: Project Administrations

Task Description	<p>A. The CONSULTANT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and CONSULTANT closeout report; submittal of required performance items; and compliance with applicable procurement and contracting requirements.</p> <p>B. The CONSULTANT will, along with each request for reimbursement, prepare and submit a progress report to ECOLOGY's project manager through Ecology's Administration of Grants and Loans (EAGL) online grant management system. The reports shall include, at a minimum, the following information:</p> <ol style="list-style-type: none">1. A comparison of actual accomplishments to the objectives established for the reporting period.2. The reasons for any delays if the project does not meet established objectives.3. Plan and schedule of activities for the upcoming two months.4. Analysis and explanations of any cost overruns.5. Any additional pertinent information. <p>C. The CONSULTANT will submit a CONSULTANT Closeout Report encompassing the entire project with their last payment request. The CONSULTANT shall submit the final payment request and CONSULTANT Closeout Report within 30 days of the Agreement expiration date.</p> <p>D. The CONSULTANT must manage and carry out this project in accordance with any completion dates outlined in this agreement.</p>
Task Goal Statement	Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.
Task Expected Outcomes	<ol style="list-style-type: none">1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and CONSULTANT closeout report.2. Properly maintained project documentation.

Task 2: Multi-family Recycling Contamination Reduction

Task Description:

Describe the work to be accomplished in this task.

CONSULTANT Work to be accomplished in this Multifamily Clean Recycling project task will include: 1. coordination and planning meetings with Recology Cleanscapes, City of Seatac, and Refugee Women's Alliance, 2. screening, scouting and reviewing multifamily properties and recycling containers, 3.

identification and selection of 25 to 35 properties for program participation 4. program meetings with property management and maintenance, 5. recycling container monitoring and identification of contamination items/issues and amount of contamination, 6. reviewing and comparing contamination observations and findings with Recology Cleanscapes, 7. development of key recycling messages (English, Somali, etc) to reduce contamination, 8. planning and conducting resident door-to-door education outreach and recycling presentations to residents, 9. providing technical recycling program design and setup assistance (container orientation and location, potential service level changes to recycle, install posters, apply container decals, develop and post specific signage in strategic attention getting locations to reinforce and support key message), 10. provide container monitoring and container checks to evaluation and measure contamination reduction, 11. record findings and track results, 12. report/share information with project team, 13. Provide feedback/results to property managers and program information/instruction packets to ensure success for residents and new move-in's.

What is the primary reason for performing this work and what is the expected result.

The primary reason for this work is to reduce contamination in recycling programs in multifamily properties. The expected result is reduction of contamination in recycling containers. Related results include cleaner more marketable and viable recycling programs, more informed/educated resident base, and less time management and waste stream oversight of maintenance staff (less breaking down boxes and pulling out contamination), and property management more supportive of recycling programs.

Explain the demonstrated need for the work done in this task.

Reports from Recology Cleanscapes and City of SeaTac recycling program staff show significant contamination in multifamily recycling programs. This contamination has led to cancelled recycle programs. Property managers and maintenance staff have difficulty effectively educating residents and reducing contamination in recycle containers. Effective education and recycling program design work have proved successful in reducing contamination in multifamily recycling programs.

Describe measurable outputs that will be tracked.

Measurable outputs tracked will include participating properties, recycle technical assistance and education plans/strategy per property, number and percentage of resident door-to-door education interactions completed, contamination reduction in recycling containers, contamination items identified, overall number and percentage of properties successfully reducing contamination in recycling containers. A measurable output goal is reduction of contamination in recycle containers by 50% of initially assessed level of contamination in recycle containers.

Task 3: Hotel Recycling Contamination Reduction

Task Description:

Work to be Accomplished in this Task

CONSULTANT work to be accomplished in this Hotel Clean Recycling project task will include: 1. Coordination and planning meetings with Recology Cleanscapes, City of Seatac, and recycling consultant education and outreach staff, 2. Screening, scouting and reviewing hotel properties and recycling containers, 3. Identification and selection of 10 to 15 properties for program participation 4. Program meetings with hotel management, maintenance, housekeeping, and food service staff, 5. Recycling container monitoring and identification of contamination items/issues and amount of contamination, 6. Reviewing and comparing contamination observations and findings with Recology Cleanscapes, 7. Development of key recycling messages (English, Somali, Spanish, etc) to reduce contamination, 8. Planning and conducting education outreach and recycling presentations to staff, 9. Providing technical recycling program design and setup assistance (container orientation and location, potential service level changes to recycle, install posters, apply container decals, develop and post specific signage in strategic attention getting locations to reinforce and support key message), 10. Provide container monitoring and container checks to evaluation and measure contamination reduction, 11. Record findings and track results, 12. Report/share information with project team, 13. Provide feedback/results to managers and staff, and provide program information/instruction packets to insure on-going success for staff.

What is the primary reason for performing this work and what is the expected result.

The primary reason for this work is to reduce contamination in recycling programs in hotel properties. The expected result is reduction of contamination in recycling containers. Related results include cleaner more marketable and viable recycling programs, more informed/educated staff, and less time management and waste stream oversight of maintenance staff (less breaking down boxes and pulling out contamination), and hotel management more supportive of recycling programs.

Explain the demonstrated need for the work done in this task.

Reports from Recology Cleanscapes and City recycling program staff show significant contamination in hotel recycling programs. This contamination has led to cancelled recycle programs. Managers and maintenance staff have difficulty effectively educating housekeeping and food service staff and reducing contamination in recycle containers. Effective education and recycling program design work have proved successful in reducing contamination in hotel recycling programs.

Describe measurable outputs that will be tracked.

Measurable outputs tracked will include participating hotels, recycle technical assistance and education plans/strategy per hotel, number and percentage of staff education presentations/training's completed, contamination reduction in recycling containers, contamination items identified, overall number and percentage of hotels successfully reducing contamination in recycling containers. A measurable output goal is reduction of contamination in recycle containers by 50% of initially assessed level of contamination in recycle containers.

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Exhibit B
Consultant's Fees and Costs

Total project cost not to exceed \$80,000.

DRAFT

Exhibit C
Scheduling Order

Task 1: Project Administration

Description:	Due Date:
Payment Request/ Progress Report	10/30/2019
Payment Request/ Progress Report	1/30/2020
Payment Request/ Progress Report	4/30/2020
Payment Request/ Progress Report	7/30/2020
Payment Request/ Progress Report	10/30/2020
Payment Request/ Progress Report	1/30/2021
Payment Request/ Progress Report	4/30/2021
Final Quarterly Payment Request/ Progress Report	7/30/2021
Final Closeout Report	7/30/2021

Task 2: Multi-family Recycling Contamination Reduction

Description:	Due Date:
Team coordination and planning meeting. Identify multifamily properties and map for outreach efficiency. Recycle cart monitor and evaluation - screening, scout and review properties for contamination. Record recycle contamination issues. Build key messages & strategies to reduce contamination and improve recycling. Introduction & invitation meetings with multifamily properties to participate.	12/31/2019
Finalize multifamily list of properties for project participation. Recycle cart monitor and evaluation - screening, scout and review properties for contamination. Provide technical recycle design and setup assistance. Develop key messages to reduce contamination and improve recycle. Provide resident education support to properties.	3/31/2020
Team coordination and planning meeting. Resident education outreach (door-to-door and presentation support) to multifamily properties. Technical assistance for recycling programs. Recycle container monitoring.	6/30/2020

Meetings with property management. Record and track contamination reduction.	
Resident education outreach (door-to-door and presentation support) to multifamily properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with property management. Record and track contamination reduction.	9/30/2020
Team coordination and planning meeting. Resident education outreach (door-to-door and presentation support) to multifamily properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with property management. Record and track contamination reduction.	12/31/2020
Resident education outreach (door-to-door and presentation support) to multifamily properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with property management. Record and track contamination reduction.	3/31/2021
Team coordination and planning meeting. Resident education outreach (door-to-door and presentation support) to multifamily properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with property management. Record and track contamination reduction. Final assessment of properties and evaluation of contamination reduction and recycling improvement.	6/30/2021

Task 3: Hotel Recycling Contamination Reduction.

Description:	Due Date:
Team coordination and planning meeting. Identify hotel properties and map for outreach efficiency. Recycle cart monitor and evaluation - screening, scout and review hotels for contamination. Record recycle contamination issues. Build key messages & strategies to reduce contamination and improve recycling. Introduction & invitation meetings with hotel properties to participate.	12/31/2019

<p>Finalize list of hotel properties for project participation. Recycle cart monitor and evaluation - screening, scout and review hotels for contamination. Provide technical recycle design and setup assistance. Develop key messages to reduce contamination and improve recycle. Provide staff education support and training's.</p>	<p>3/31/2020</p>
<p>Team coordination and planning meeting. Hotel management education outreach (leadership team meeting presentations). Technical assistance for recycling programs. Recycle container monitoring. Meetings with management. Record and track contamination reduction. Provide staff education support and training's.</p>	<p>6/30/2020</p>
<p>Housekeeping & food service education outreach and training's (staff team meetings) to hotel properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with property management. Record and track contamination reduction. management. Record and track contamination reduction.</p>	<p>9/30/2020</p>
<p>Team coordination and planning meeting. Hotel management education outreach (leadership team meeting presentations). Technical assistance for recycling programs. Recycle container monitoring. Meetings with management. Record and track contamination reduction. Provide staff education support and training's.</p>	<p>12/31/2020</p>
<p>Housekeeping & food service education outreach (staff team meetings) to hotel properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with property management. Record and track contamination reduction.</p>	<p>3/31/2021</p>
<p>Team coordination and planning meeting. Staff education outreach and training's (staff team meetings) to multifamily properties. Technical assistance for recycling programs. Recycle container monitoring. Meetings with management. Record and track contamination reduction. Final assessment of properties and evaluation of contamination reduction and</p>	<p>6/30/2021</p>

recycling improvement. Final project reporting.	
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MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 10/24/2019
Subject: ROW Standards Update

Committee Action Requested:

Staff are requesting that Committee forward the proposed code changes to the Planning Commission to conduct a public hearing on 19 November 2019.

Purpose:

To provide a schedule update and answer any additional questions on proposed changes affecting the following elements of the City's Right of Way (ROW) standards: Frontage Improvements; Right of Way Dedication; Deferral of Improvements; and Right of Way Cross Sections.

Background:

Staff are working on a SeaTac Road Design Manual, which will ultimately replace SeaTac Municipal Code (SMC) Title 11 Standards where appropriate, Chapter 14 of the King County Code and the 2016 King County Road Standards, both of which were adopted by reference in the SMC. The purpose of this Manual is to establish standards for development within City of SeaTac Right-of-Way (ROW) that supports the City's long-term goals, vision, implements City Policy with regard to capital improvements and guides private development within City ROW. The Manual will be used for new capital development projects and modifications to existing developments.

What is the ROW

Public ROW is, in most cases, an easement in favor of a city or county for public travel and use over real property. While the city or county may not own the fee title to the underlying land, the city or county is responsible for the governance, improvement, maintenance, operations and oversight of the ROW within their jurisdiction for that purpose.

Why ROW Standards Are Important

ROW standards are essentially the 'rule book' for what, how, when and where any and all improvements are made within the ROW and apply to both public and private development.

These improvements are long term investments in our community, are often a catalyst for private development, build significant value and should reflect the goals, values and vision of the City; therefore, crafting ROW standards that are in alignment with these positions is critical and fundamental to shaping the growth and future of our City.

The Issue with the Existing Standards

The ROW standards that are currently in place for the City of SeaTac have been assembled in a piecemeal fashion since incorporation, are difficult to use, allow for excessive interpretation thereby creating inconsistencies and setting poor precedent and most importantly do not reflect the current vision, values and goals of the City.

For example, many arterials and collectors were constructed as King County rural roadways without urban features such as curbs, gutters, sidewalks, drainage, illumination, and appropriate turn lanes. The adoption of SeaTac specific standards will be instrumental in helping to improve safety for all modes of travel, reduce maintenance costs, enhance the look and feel of the City, provide developer certainty and shape the future of SeaTac.

Subsequently, Public Works is actively developing SeaTac specific road standards (the SeaTac Road Design Manual), thereby positioning the City to better accommodate and align growth with our City's priorities. In all cases, it is the responsibility of the jurisdiction, specifically the Public Works Department within SeaTac, to manage all uses and improvements within the ROW to ensure safety, functionality and benefit for our residents and the traveling public. New and revised ROW standards will allow for this.

Proposed Code Language and Road Standards

While the final draft of the proposed SeaTac Road Design Manual is several months away from being complete, there is an immediate need to make modifications to the SMC to address private development improvements within the ROW and to guide Capital Improvement Projects; specifically, the following topics should be addressed:

1. **Frontage Improvements:** Generally, (see summary table attached), the construction of a new building or expansion of an existing building will require frontage improvements (landscape strip, curb, gutter, sidewalk).
2. **Right of Way Dedication:** Generally, and as needed, (see summary table attached), the construction of a new building or expansion of an existing building will require the dedication of ROW to the City for immediate or future improvements.
3. **Deferral of Improvements:** remove code language that allows for the deferral of improvements as it is problematic for many reasons.
4. **Right of Way Cross Section:** Review and update the ROW cross section to reflect City policy and implement the City's vision.

The proposed modifications to SMC will ensure that developers are able to obtain accurate information early in the project design phase regarding ROW dedication and improvements that

may be required as part of their development. This provides for developer certainty, consistent application of City code and a contiguous and unified streetscape through the City.

Attachment: Summary of Proposed Changes (ROW Standards)

Summary of Proposed Changes

Right-Of-Way Standards

It is proposed to make edits and changes to four key areas of the SeaTac Municipal Code, all pertaining to improvements within the Right-of-Way (ROW).

1. Frontage Improvements
2. Right of Way Dedication
3. Deferral of Improvements
4. Right of Way Cross Section

Below is a summary table which identifies the existing text, proposed text and Notes/description.

	Existing Code	Proposed Code	Notes
<p>What Triggers Improvements</p>	<p>Whenever a building permit with a project value in excess of seventy-five thousand dollars (\$75,000) or grading and drainage permit with a project value in excess of seventy-five thousand dollars (\$75,000) is applied for under provisions of City ordinances to:</p> <p>A. Construct a new building or expand an existing building to be used for:</p> <ul style="list-style-type: none"> • Multiple-residence structure consisting of three (3) or more dwelling units; or • Public assembly; or • Commercial purposes; or • Industrial purposes; or • Construct or expand a parking lot; or 	<p>1. Frontage Improvements</p> <p>Applicability. Street frontage improvements of right-of-way shall occur where a development is applied for under the provisions of city ordinances for:</p> <ul style="list-style-type: none"> • A subdivision or shortplat; • Construction of a new building, or expansion of an existing building encompassing more than 50% of the gross floor area (GFA) or an increase of more than 12,000 square feet of GFA of the building/complex, that is used for either public assembly, commercial purposes, industrial uses, townhouses or a multi family complex; • Construction of a new surface parking lot or structured parking building for 	<p>Applicability provides the 'trigger' for the code standards.</p> <p>Key changes include:</p> <ul style="list-style-type: none"> • Requiring frontage improvements (sidewalk, landscape strip) for single family or ADU construction where it is in excess of \$250k. • Replace the \$75,000 project value trigger with gross floor area expansion criteria (to be consistent with SEPA thresholds). • Shortplat of 2 lots will be required to do frontage

	<ul style="list-style-type: none"> Expand or modify a building in connection with a change of use. In this instance a change of use would be a change in land use as described by the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual for the purposes of calculating Transportation Mitigation Fees per Chapter 11.15 SMC; Create a subdivision of property per SMC Title 14; 	<p>the sole purpose of parking where the project value is in excess of seventy five thousand dollars (\$75,000);</p> <ul style="list-style-type: none"> The expansion of an existing parking area (surface parking or structured parking) for the purposes of commercial use where the project value is in excess of seventy five thousand dollars (\$75,000); Construct or expand a single family dwelling unit or construct a new detached ADU, where construction improvements are in excess of \$250,000. 	<p>improvements (existing language is unclear).</p> <ul style="list-style-type: none"> Removed change of use applicability. <p>No Change:</p> <ul style="list-style-type: none"> Parking (new or expansion) of commercial parking. Subdivision of property. The requirement for improvements remains the same.
<p>Payment of improvements</p>	<p>... the applicant for such building or grading and drainage permit shall simultaneously make application for a permit, as an integral part of such new construction or alteration, for the construction of such off-site improvements as may be required by the Public Works Director, or designee, including, but not limited to, sidewalks, curbs, gutters, street paving, traffic signalization, water mains, drainage facilities, sanitary sewers, all improvements required by any applicable ordinance and all necessary appurtenances. Such off-site improvements (except traffic signalization systems) shall extend the full distance of the real property to be improved upon and which adjoins property dedicated as a public street. Traffic signalization off-site improvements shall be installed pursuant to the provisions of all applicable ordinances. (Ord. 04-1008 § 3)</p>	<p>Street frontage improvements shall be installed along the entire street frontage of the property at the sole cost of the developer as directed by the Director or designee. Street frontage improvements may include, but not be limited to curb, gutter, sidewalk, storm drainage, street lighting, traffic signal equipment, public utility relocation, franchise utility relocation, landscaping strip, street trees and landscaping, irrigation, on street parking, street pavement widening, bicycle lanes, safety railings, street signs, pavement marking, and channelization. The street frontage improvements may be continued off-site if necessary to provide a safe accessible transition.</p>	<p>Existing text per SMC 13.200.010 Off-site improvements, rewritten for better organization and some minor changes for clarification.</p>

<p>Timing</p>		<p>Timing. Required street frontage improvements shall be complete prior to issuance of any certificate of occupancy (including temporary certificate of occupancy) or finalization of a permit for new construction, or prior to final approval for subdivisions or short subdivisions.</p>	<p>Clarification language added and will require all improvements to be installed prior to issuance of a Certificate of Occupancy. Deferral of improvements is proposed to be removed from code.</p>
<p>Discretion</p>		<p>When (due to site topography, city plans for improvement projects, or other similar reasons) the Director or designee determines that street frontage improvements cannot or should not be constructed at the time of building, subdivision, or short subdivision construction, the developer shall, prior to issuance of the building permit or final approval for subdivisions and short subdivisions, at the direction of the Director or designee, and as authorized by and in a manner consistent with RCW <u>82.02.020</u>:</p> <ul style="list-style-type: none"> • Pay to the city an amount equal to the developer's cost of installing the required improvements prior to issuance of a building permit. Such construction value to be based on reasonable estimates of costs, as approved by the director: or • Record an agreement to not protest a local improvement district to improve the street frontage; or 	<p>New language. Provides greater clarity and alternative options for instances where improvements cannot or should not be made.</p>

		<ul style="list-style-type: none"> Director may waive the requirements or costs to install improvements 	
<p>Local Improvement District</p>		<p>If, at a time subsequent to the issuance of a building permit, a local improvement district is established that includes the property for which the building permit was issued, and if such condition or agreement as prescribed in this section has been performed by the developer, the condition or agreement may be considered in the compilation of the local improvement district assessment roll as a preexisting contract with the city, for which the developer may be credited against the assessment with the appropriate amount of costs of construction expended by the developer.</p>	<p>New language. If an applicant/developer has previously installed street improvements, and in the event an LID is introduced, credit will be provided so as to prevent a developer/owner having to pay twice for an improvement.</p>
<p>2. Right-Of-Way Dedication</p>			
<p>When Dedication is Required</p>	<p>The existing code establishes minimum standards for the dedication (and improvement) of streets as related to any and all subdivision applications.</p>	<p>Applicability: Dedication of right-of-way shall occur, unless otherwise waived in Section 14.27.020 (D) where a development is applied for under the provisions of city ordinances for:</p> <ul style="list-style-type: none"> A subdivision or shortplat; Construction of a new building, or expansion of an existing building encompassing more than 50% of the gross floor area (GFA) or an increase of more than 12,000 square feet of GFA of 	<p>New text requires a dedication of right-of-way when triggered by the actions identified.</p> <p>ROW Dedication is already required for shortplats and subdivisions.</p> <p>Additional criteria added to:</p> <ol style="list-style-type: none"> Coincide with proposed ROW frontage improvements;

		<p>the building/complex, that is used for either public assembly, commercial purposes, industrial uses, townhouses or a multi family complex;</p> <ul style="list-style-type: none"> • Construction of a new surface parking lot or structured parking building for the sole purpose of parking where the project value is in excess of seventy five thousand dollars (\$75,000); • The expansion of an existing parking area (surface parking or structured parking) for the purposes of commercial use where the project value is in excess of seventy five thousand dollars (\$75,000); • Construct or expand a single family dwelling unit or construct a new detached ADU, where construction improvements are in excess of \$250,000. 	<ol style="list-style-type: none"> 2. It is necessary for the City to obtain ROW for maintenance, street improvements, street expansion; 3. Provides certainty for both the developer and plan reviewer.
Timing		<p>Timing. Dedication shall occur at the time of recording for subdivision or shortplat, or prior to the issuance of a Certificate of Occupancy (including temporary certificate of occupancy) or the finalization of a permit.</p>	<p>Provides clarity and process.</p>
Requirement for Dedication		<p>As necessary, the city shall require the dedication of right-of-way by the developer as a condition of development approval. The developer is required to dedicate right-of-way to accommodate:</p> <ul style="list-style-type: none"> • Motorized and nonmotorized transportation facilities including but not limited to bicycle lanes, street lighting, and traffic control devices; and/or 	<p>Identifies the criteria for dedication and why it is important.</p>

		<ul style="list-style-type: none"> • Street frontage improvements where the existing right-of-way is not adequate; and/or • The extension of existing or future public street improvements; and/or • Planned improvements identified in the SeaTac City Code, or standards or adopted plans including, but not limited to: Transportation Master Plan, 6 year Transportation Improvement Plan, and the Comprehensive Plan; and/or • For maintenance of city road and/or drainage facilities; and/or • Mitigation of direct impacts of a development; and/or 	
Deviation to Requirements		<p>Any modification to the minimum right-of-way requirement or exemption to these standards may be granted by the Director subject to review through the deviation process and will be reviewed on a case by case basis based on specific site conditions.</p>	<p>New Code. Deviation language and criteria to be added to provide flexibility as needed. Criteria and process has not been determined at this time.</p>
Dedication of Private Roads as Public Streets.		<p>Dedication of Private Roads as Public Streets.</p> <p>A. Consideration of acceptance of a private road is subject to the requirements of city policies and codes. Final acceptance is subject to city council approval and the following:</p> <ol style="list-style-type: none"> 1. The private road meeting all public street design and construction standards; 2. Acceptability of road and public utilities construction, including pavement condition; 	<p>New Code. Provides criteria for acceptance of private roads and requires approval by Council.</p>

		<ul style="list-style-type: none"> 3. Condition of title; 4. Survey monumentation; 5. Consideration of maintenance costs; and 6. A demonstrated public benefit. 	
3 Deferral of Improvements			
<p>Deferral of Improvements</p>	<p>Per Title 14, onsite and offsite improvements can be deferred by an applicant by posting a bond, financial guarantee or recording a restrictive covenant. Improvements can be deferred up to 3 years.</p>	<p>Required street frontage improvements may not be deferred.</p>	<p>Allowing shortplats to be recorded without improvements is problematic as it places the onus on the City to take action against a bond and install any improvements not completed by the applicant.</p> <p>Example: Someone can legally purchase a lot, come in for a building permit, and if the developer of the shortplat 'deferred' the improvements through a covenant or financial means, the new owner is unable to obtain a building permit and in some instances will be required to pay for the improvements and obtain permits from the City.</p> <p>A Bond can be very challenging and time consuming for staff to 'pull' and removes staff from City business to project manage private construction.</p>

4 Right of Way Cross Section

Sidewalk and Landscape Strip

Key elements include:

Landscape strips stipulated at:

- 6' along principal and minor arterials.
 - 4' along collector and local roads
- Sidewalk Widths stipulated at:
- 8' along principal arterials.
 - 6' along minor arterials, collector and local roads.

On street parking designated by street.

Policy Direction: Provide sidewalks and safe conditions for all residents and visitors.



Thickened shoulder will be required to be replaced with a sidewalk and landscape strip.

