



Transportation & Public Works Meeting Agenda

February 18, 2021; 4:30 – 6:00 PM
“Virtual Meeting”

Due to the current COVID-19 public health emergency, and social distancing protocols, pursuant to the Governor’s and public health officials’ orders, this meeting will be conducted virtually. The meeting will be live streamed on SeaTV Government Access Comcast Channel 21 and the City’s website <https://www.seatacwa.gov/seatvlive> and click play. The public may also call in to the conference line to listen to the meeting. The number is 206.973.4555. While you will be able to hear the meeting; you will not be able to participate in the meeting. Please note that if you are unable to mute your phone, everyone else on the call-in line will be able to hear you, so please refrain from speaking. City Hall is closed so no one will be able to physically attend this meeting.

Councilmembers:

Peter Kwon, Chair
Pam Fernald
Takele Gobena

Note: A quorum of the Council may be present

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

Other Staff participating:

TIME	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	<p>PUBLIC COMMENTS (any topic): In an effort to adhere to the social distancing protocols, pursuant to the Governor’s and public health officials’ orders, and in order to keep our residents, Council, and staff healthy, the Council Committee will not hear any in-person public comments during this COVID-19 public health emergency. The Committee is providing remote and written public comment opportunities. All comments shall be respectful in tone and content. Signing-up for remote oral comments or providing written comments must be done by <u>2:00 PM</u> the day of the meeting.</p> <ul style="list-style-type: none"> Instructions for providing remote oral public comments are located at the following link: Council Committee 		Chair	5

	<p>and Citizen Advisory Committee Virtual Meetings.</p> <p>Submit email/text public comments to TPWPublicComment@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website. Public comments submitted to an email address other than the provided address, or after the deadline, will not be included as part of the record.</p>			
3	Prior Minutes Approval	Feb 4 minutes to approve	Chair	5
4	Water Franchise Agreements	Presentation/Information	Will Applet on	20
5	SR 509 Extension Update	Presentation/Information	Will Applet on	30
7	<u>Future Meeting Topics:</u> Parking Tax; Right-of-Way Uses			5
8	Adjourn	Adjourn Meeting	Chair	5



Transportation & Public Works Committee Meeting Minutes

Thursday, February 4, 2021
5:30 PM – 6:30 PM
** Virtual Meeting **

Members:	Present:	Absent:	Commence: 5:31 PM Adjourn: 6:56 PM
Peter Kwon, Chair	X		
Pam Fernald	X		
Takele Gobena		X	
Mayor Sitterley	X		

Other Councilmembers participating: Cm Hill; CM Tombs

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

Other Staff Participating: Colum Lang, Sound Transit Project Manager; Sean Clark, Operations & Maintenance Supervisor; Kamal Mahmoud, Engineering Manager; Ali Shasti, Engineering Review Manager; Gwen Voelpel, Deputy City Manager

Public Comment	No public comment
1. Approve Prior Meeting's Minutes	Jan 21 Minutes were approved to move to Council
Sound Transit FWLE Construction Update	<p>Update</p> <p>Sound Transit Federal Way Link Extension (FWLE) Project Manager Colum Lang presented a an update on the FWLE Project, highlighting construction activities planned for 2021 that will impact the City of SeaTac and its residents. Also included is information about the construction of SR509 Extension Phase 1a.</p> <p>The FWLE project has begun clearing, grubbing and tree removal on 28th Ave South, South of Angle Lake Station, in preparation for the elevated guideway. Deep sewer relocation and undergrounding of utilities is also underway. On International Boulevard, casings have been mobilized in preparation for building the guideway columns. A bridge bypass road has been built that will allow traffic to be detoured during WSDOT building of the tunnel for SR509 Extension. The bypass road will be open for over a year. It will have only one sidewalk. Speed has been reduced to 25mph for safety.</p>

The SR509 Bridge timeline:

Install shoring – Feb 2021
Mass Excavation – Mar-Jun 2021
Build Abutments – Mar- Aug 2021
Erect Girders – Aug 2021
Erect Bridge Deck – Sept 2021
Opens to traffic – Feb 2021

Elevated FWLE Guideway timeline:

Complete columns – April 2021
Erect Girders – May 2021
Build deck - Jun 2021
Install Trains systems – November 2021

Restoration for South 211th Street and 32nd Ave South will also be complete, including utility relocation, pavement restoration, retaining walls, and landscaping, by end of 2021.

Questions raised by the Committee:

What is the bridge cover at South 216th Street tunnel for Sound Transit trains?

It is a prefabricated cut and cover tunnel with a dirt fill cover over it. A complete rebuild of South 216th Street bridge over I-5 will be installed with the SR509 Extension Project. That rebuild will include wider sidewalks, and three lanes of traffic.

A question was raised about the setback for guideway columns on International Boulevard, both to accommodate pedestrian traffic and to consider future construction and potential widening of the roadway. Mr. Lang answered that no design changes have occurred from the approved plans, and the setbacks meet current regulations.

There was a recent traffic accident on the bridge bypass detour road, and a question was asked about safety. Mr. Lang answered that the roadway speed limit has been set to 25mph to deter faster traffic in the bypass.

This information will also be presented at the next full council meeting. A question was asked of the Committee if they wanted to see anything added to that presentation.

1. Address safety on the bypass road.
2. Please add a linear timeline map showing what happens each month.
3. Address Abby Ridge Apartments changes, improvements. The new road (34th Ave S) will be built by the WSDOT SR509 Project. That project was just awarded, and it will be Complete in 2022 or 2023.

<p>2. South 166th Street Safe Routes To School Project Final Acceptance</p>	<p>Discussion/Recommendation</p> <p>City Engineer Florendo Cabudol presented the Final Acceptance of the South 166th Street Safe Routes To School Project. (ST-N78). The purpose of the presentation is to provide Council with a report on the completion of the project, and seek approval for Final Acceptance to establish completion of the contract and provide three state agencies with the required Notice of Completion (RCW 60.28.051).</p> <p>The Construction Award was in July 2018. Construction was completed in October 2019. That started a one-year plant establishment period. Also, all necessary paperwork (such as affidavits of wages paid) have been submitted.</p> <p>The final construction expenditures totaled \$2,724,238. This amount was under the authorized amount of \$2,731,796.</p> <p>Before and after photos were shown as part of the presentation, showing elements chosen from our newly re-established Sidewalk Advisory Committee. These elements include landscaping, pedestrian lighting, bulb outs at intersection crossings, a 4-way stop with LED flashing lighting at 34th Avenue South & S 166th Street</p> <p>Two comments were raised: Will SeaTac consider using flags at crosswalks like the City of Tukwila. Staff answered that we would evaluate the proposal and consider implementing it. Also mentioned that the radar speed feedback sign seems to not work correctly sometimes, displaying wrong information. City staff will investigate the matter and take appropriate action.</p> <p>Committee approved this project to move on to Council for final acceptance.</p>
<p>3. Litter Pickup</p>	<p>Discussion</p> <p>PW Maintenance Ops Supervisor Sean Clark presented an overview of the PW Litter Operations. The presentation included current operations, challenges, and improvements planned.</p> <p>Annual litter removal increased 2.5 times in 2020 from 2016. Of the six maintenance sections of the City, sections one and 4 (north and south of the airport) continually get the most amount of trash dumped. Staff believes this is because these areas have less occupancy, and it is easier to dump without being seen.</p> <p>Months that traditionally bring higher trash amounts are December and January, and May to July.</p> <p>Challenges to the staff include: High daily influx of people into our community Littering from moving vehicles</p>

Littering from pedestrians
Illegal dumping of debris
Ensuring adequate maintenance of public rubbish bins
Public education around littering
Blood borne pathogens

Improvements planned include:
Increase seasonal employees by two, hired in 6-month rotations year round. This will free up full time employees to focus on other high priority needs.
Emphasis in high dumping areas – Sections 1 and 4
Possible installation of concrete jersey barriers in strategic areas to discourage dumping
Adopt A Road/Litter Brigade program
Improve coordination with Solid Waste on community outreach/education
Improve Sweeping program – sweep certain areas on a more regular basis.

Many questions and comments were raised by the Committee:
Does PW handle all litter pickup in the City? No, Parks does Park properties, the Port handles their property, and WSDOT is responsible for freeway ramps.
PW is looking for opportunity to hold WSDOT accountable for doing their part since the freeway ramps are the first view of our city as people arrive.
The Committee approved of the use of jersey barriers to discourage dumping.
What about the use of cameras to deter dumping. Staff will consider it.
The sweeper will be coming around more regularly.
The Port ACE fund was mentioned as a funding source for city beautification. The Chair mentioned that of 33 recipients of this fund, only 5 has been from SeaTac so far. This is available funding. The City should apply for it.
Also, the Lodging Tax is to be used for City beautification. Litter pickup programs definitely qualify for this funding. Let's use it.
It was suggested that several slides showing how much litter is picked up by City staff be posted on the website, perhaps through a front page new item.
A neighborhood clean up day was suggested, with Recology trucks on standby to receive the trash collected. The City has done several events in past years; more should be considered.
There was a suggestion that letters be sent to City businesses encouraging litter pickup outside business properties.

4. Adjourn	Adjourn Meeting
------------	-----------------



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date:
Subject: Water Utility Franchise Agreements

Purpose:

To provide Committee an overview of the various elements that typically make up a Water Utility Franchise Agreement and to answer any questions the Committee may have. Since the City will soon be re-negotiating all of our expired water utility franchise agreements, it is important that Committee members are familiar with the various elements of these agreements and how they impact the operation, maintenance and preservation of our rights-of-way.

Background:

A franchise agreement is a contract between the city and a public or private utility provider who needs/utilizes the public rights-of-way (ROW) to deliver their services. The ROW within our city provide the backbone for our transportation network and are critical corridors used for the placement and operation of utilities that are vital to our community.

Water and sewer pipes, natural gas distribution systems, fiber optic cables, electrical cables, and wireless phone systems are examples of utilities that rely on public ROW for conveying their services to businesses and residents. When placed in the ROW, utility infrastructure should be installed and maintained such that it does not interfere with the functionality of our streets and transportation systems.

The purpose of a franchise agreement is to specify the rights and duties of those entities with infrastructure within the ROW to install, operate and maintain their system including all related appurtenances. Franchise agreements cover a wide range of topics; some key topics include:

- Permitting Requirements
- Hydrants (Fire Suppression System) Costs – water utilities only
- Mapping of Infrastructure in the ROW
- Planning and Coordination
- Routine Maintenance
- Facilities Relocation
- Facilities Abandonment
- Location of Facilities

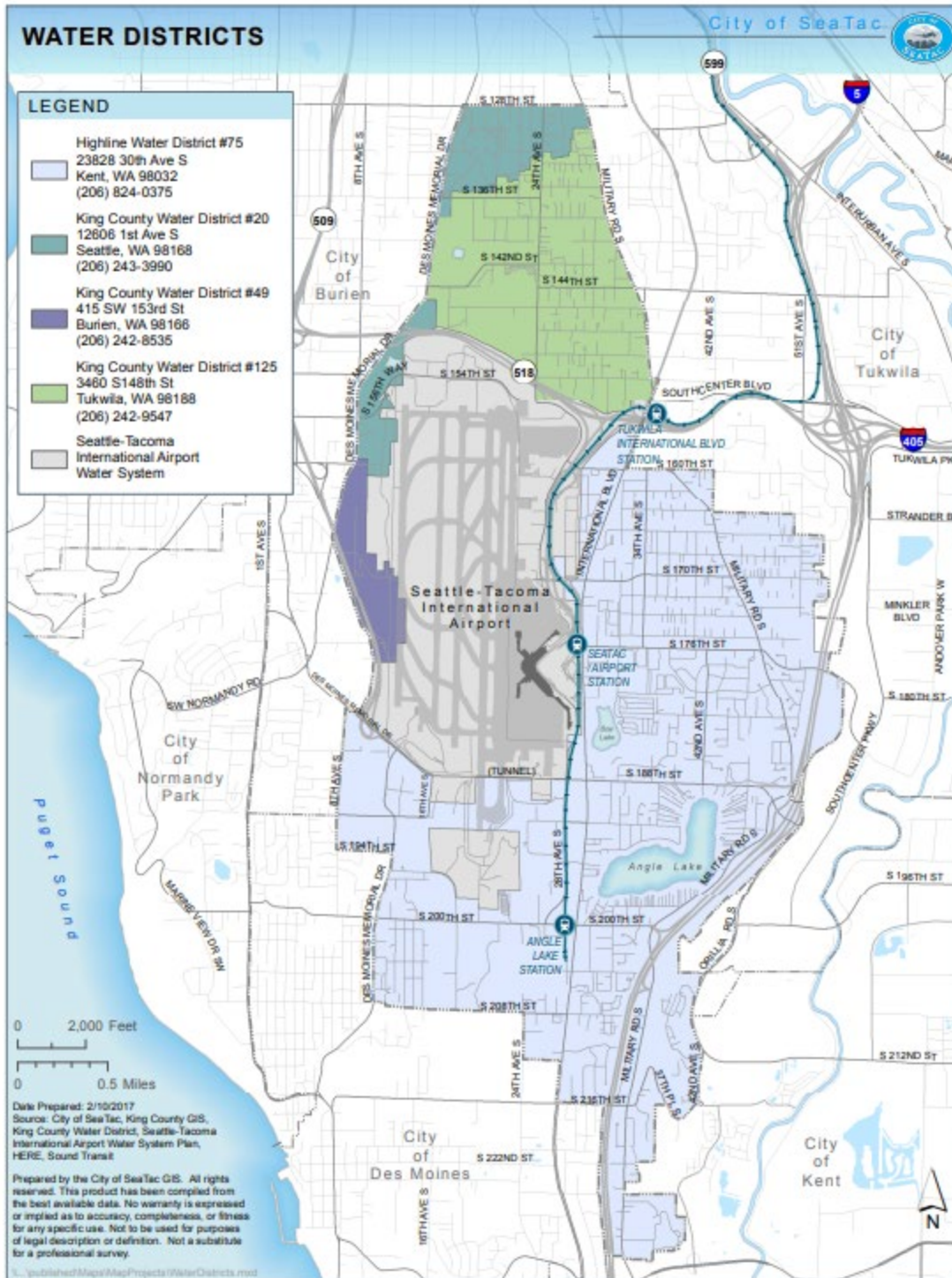
- Standards of Performance
- Damage Repair
- Franchise Fees
- General Maintenance of Facilities
- Emergency Operations
- Vacation of ROW
- Indemnification
- Term

No state statutes require cities to enter into contracts with utility providers who install their facilities within the ROW, but having well-crafted franchise agreements in place avoids confusion, disagreements and litigation. From the City's perspective, franchise agreements provide clarity and consistency on how utilities operate within the ROW.

The City, as the steward of the public ROW, has a keen interest in ensuring that all the systems and uses located within the ROW function to serve the interest of our public and that the public is fairly compensated for use of the ROW by those utilities that generate revenue from the services that they provide by way of the ROW. The ROW is an extremely valuable public resource and proper use and administration helps to ensure that our community benefits appropriately and that the ROW remains a valuable asset.

Public Works will be reviewing and renegotiating all appropriate expired franchise agreements with utility providers beginning in 2021, starting with water franchise agreements. Provided below is a map showing the various water districts that operate within the City of SeaTac. Also provided in this packet for informational purposes are:

- Expired Water Franchise Agreement with Highline Water District.
- Recently adopted Water Franchise Agreement between Highline Water District and City of Des Moines.
- Summary of the Elements of a Water Franchise Agreement.



Options/Recommendations:

Informational presentation only. No recommendations needed.

Agreement Elements	Purpose
Grant Acceptance	Granting/Acceptance of Agreement
Conditions of Use	Addresses Non Franchise Area/City Property, Termination of Easements, Operational Costs, facility abandonment
Term	Sets the term of the agreement with options to extend
Hydrant (Fire Suppression) Costs	Address costs associated with fire suppression elements of water supply
Location of Facilities	Addresses System Maps, GIS data, Design Markings associated with utility location
Noninterference of Facilities	Ensure continued smooth operations of the ROW
Requirement to Obtain Permits	Clarify that Franchisee is still subject to permits. Lays out notice of entry requirement
Standard of Performance	Ensure work in the ROW is accomplished in a timely efficient manner and meets city requirements.
Survey Markers and Monuments	Ensure proper handling and/or replacement of survey markings
Surface Markings/Stakes	Requires documentation of survey markers prior to the start of work.
Notification to Fire District	Calls out need to notify Fire District if water supply needs to be shut down or pressure is reduced
Right to undertake Maintenance Work	Clarify that City has the right to perform any and all maintenance activities.
Right of City to Complete Work	Provides City the right to complete Franchisee work if needed. Franchisee is responsible for costs
Required Relocation of Facilities	Details relocation related responsibilities

Damage Repair	Addresses damage to the ROW by Franchisee
Franchise Fee	A fee for administration of the Franchise agreement and/or a fee to offset impacts of the Franchisee to the ROW
General Maintenance of Facilities	Ensures facilities in ROW are kept in good working order
Emergency Operations	Ensure coordination and planning efforts happen in advance of a disaster
Default	Notice of default, Revocation of Franchise
Limited Rights	Agreement conveys only limited rights within Franchise Area
Eminent Domain	Reserves City's right to Eminent Domain
Vacation	What happens if City vacates ROW with utilities in it
Compliance with Laws	Franchisee must comply with all federal, state and local laws
Guarantee	Franchisee guarantees work in ROW
Charge for Administrative Costs	Preserves right of City to recover administrative costs associated with permits, supervision, inspection etc.
Indemnification	Indemnification language
Insurance	Ensures minimum insurance levels are maintained by Franchisee.
General Provisions	Agreement modification, assignment, attorneys' fees, no waiver, governing law, authority, notice
Severability	Portions found to unlawful shall not negate the balance of the agreement
Ratification	Validates past acceptable actions (prior to the effective date of the agreement)
Implementation	Identifies what agreement rules up to the point this agreement goes into effect
Effective Date	Date agreement goes into effect

Notes

Within 60-days, Franchisee must file written acceptance of Franchise agreement once passed by Council.

Franchise agreement limits Franchisee to only Franchise Area. When/if City purchases property for public project that contains a Franchisee easement, easement shall be relinquished with certain considerations by City. Franchisee is solely responsible for their operational costs. Abandoned facilities shall be removed unless approved to be abandoned in place.

Typically 10-years with options to renew for an additional 5. These terms provide certainty over a reasonable time period.

Washington State Supreme Court ruled that cost of hydrants is a general government responsibility.

It is important for the City to have accurate, reliable mapping of utility infrastructure within the ROW .

Commitment of Franchisee to not unreasonably interfere with free passage of traffic, obey WA state laws.

Obtain Permits, exceptions, routine maintenance, maintenance blanket permit. Addresses emergency work in the ROW. Addresses notice to private properties adjacent to work in the ROW.

Addresses any moratoriums over newly paved areas, ensures work is not dragged out thereby impacting ROW use. Addresses extense of work being done in the ROW at any one time.

addresses need to use licensed land survey and to restore disturbed survey markers.

Protects survey markers and monuments within the city.

Ensures communication between interdependent agencies.

City's maintenance activates shall not be precluded by Franchisee facilities.

City can take action to complete outstanding work if it impacts safety, functionality, operations or the ROW.

Coordination, responsibilities of City and Franchisee. Cost sharing, reasonable notice regarding projects and other duties are described.

Lays out responsibility and timing required with respect to repair.
City's right to effect repair if Franchisee is not responsive

Franchisee operations within the ROW benefit from a well maintained ROW and also impact the cost of ROW operations and maintenance. Franchise fees are a way to offset these costs and are typically a percentage of the revenue collected within the City.

Requires coordination between Franchisee and City to ensure facilities are kept in good working order

EM coordination prior to disasters is crucial to resilience and recovery. Obligates both parties to do advanced planning and coordination

Standard agreement language

This agreement in no way precludes the City from exercising eminent domain if needed.

City provides notice and makes good faith effort to secure easements for existing utilities.

Standard agreement language

Guarantee work to be free from settlement or conditions requiring repair for a period of time, typically on the order of 20-years.

This is different than administrative costs associated with the Franchise agreement. Preserves City's right to charge for costs associated with permits, inspections etc.

Standard legal requirement

Workers comp, general liability, auto, who is named additionally insured etc. Risk reduction.

Standard agreement Language

Standard Language

Standard Language

Standard agreement language

Standard agreement language

ORDINANCE NO. 1651

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, granting Highline Water District a non-exclusive franchise to construct, maintain, operate, replace and repair a water system within public rights-of-way of the City of Des Moines, Washington, and fixing a time when the same shall become effective.

WHEREAS, Highline Water District, a Washington special purpose municipal corporation ("District"), owns water facilities ("Facilities") located in the City of Des Moines, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way as hereinafter defined, and

WHEREAS, RCW 57.08.005(3) authorizes the District to conduct water throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District, and

WHEREAS, RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water facilities, and

WHEREAS, the City and the District have prepared a Franchise Agreement to provide for the operation of District Facilities within the City right-of-way; now, therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. Definitions. Where used in this Franchise (the "Franchise") these terms have the following meanings:

"City" means the City of Des Moines, a Washington municipal corporation, and its respective successors and assigns.

"Director" means the Director of the City's Planning, Building and Public Works Department, or the Director's designee.

"District" means the Highline Water District, a Washington municipal corporation, and its respective successors and assigns.

"Facility" or "Facilities" means tanks, reservoirs, water treatment facilities, meters, pipes, mains, services, valves, blow offs, vaults, fire suppression water facilities, risers, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, lines, service lines located in the Franchise Area as defined below, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating a water utility system, whether the same be located over, on or underground.

"Franchise Area" means every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now or hereafter laid out, platted, dedicated or improved; and any and all public City roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved in the District's service area within the present corporate boundaries of the City (as depicted in Exhibit "B", attached hereto, which is by this reference incorporated as if fully set forth herein), and as such corporate boundaries may be extended within District's service area by annexation or otherwise, but shall not include private roads, streets, avenues and alleys. The Franchise Area shall not include or convey any right to the District to install facilities on, or to otherwise use, City owned or leased properties.

"Ordinance" means this Ordinance No. 1651, which sets forth the terms and conditions of this Franchise.

"Party" or "Parties" means the City or the District individually, or collectively as addressed in this Franchise.

"Revenue" means income received by the District from the sale of metered water to direct retail customers whose properties receiving such service from the District's water system are located within the City. Revenue shall not include: late fees; shut-off and reconnect fees; delinquent service charge collection costs and expenses; surcharges; impact or mitigation fees; permit fees and costs; any type of connection charges, general facilities charges, or local facilities charges; local improvement district and utility local improvement district assessments and payments;

grants; contributed assets (contributions in aid of construction); income to recover the cost of fire suppression facilities and to pay for the provision of fire suppression services; loans; income from legal settlements not related to water sales to District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; water system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

Sec. 2. Franchise.

(1) In addition to the authority granted by State law to the District to locate, operate and maintain its Facilities in public roads and streets, the City does hereby grant to District the right, privilege, authority and franchise to construct, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of its water utility functions as defined in Title 57 RCW beginning on the Effective Date of this Franchise; provided the City's grant of the right to use the Franchise Area to the District as provided herein for its Facilities shall not be construed to require the District to provide such Facilities to the City.

(2) Nothing contained in this Ordinance is to be construed as granting permission to District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

(3) In addition to the rights granted to the District to undertake and perform activities within the Franchise Area as provided herein, District shall have the right to discharge District water supply to and into the City's storm water system while performing water system flushing and other District activities, provided any District water to be discharged to the City's storm water system must comply with all applicable federal

and state water quality standards and the City's NPDES permit relating to the City's storm water system.

(4) At all times during the term of this Franchise, District shall fully comply with all applicable federal and state laws and regulations and required permits, including, but not limited to, RCW 39.04.180 for construction trench safety systems, chapter 19.122 RCW for utility damage prevention, the State Environmental Policy Act, the State of Washington Pollution Control Law, and the Federal Clean Water Act.

Sec. 3. Non-interference of Facilities.

(1) District's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian, bicycle, and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City of Des Moines. Nothing herein shall preclude District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided District receives prior City approval, which shall not be unreasonably withheld, and, provided further, District shall have the right to effect temporary road closures in the event of emergencies to maintain, repair and replace its Facilities without prior City approval but the District shall obtain City approval of such road closures as soon as reasonably possible.

(2) Whenever it is necessary for District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards, as issued by the City's Planning, Building and Public Works Department, as nearly as reasonably possible to its condition prior to any such excavation, installation, construction, relocation, maintenance or repair, at no expense to the City; PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefor issued by the Director, which permit shall set forth conditions pertaining to the work to be

done and specifications for the restoration of the streets and right-of-ways.

(3) If the City determines that the District has failed to restore the right-of-way in accordance with the conditions set forth in this Franchise, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and District shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this section. The rights granted to the City under this section shall be in addition to those otherwise provided by this Franchise.

(4) The District shall, at no expense to the City, expeditiously repair all existing Facilities that it owns, operates and maintains within the Franchise Area, including any damage caused directly or indirectly by its Facilities. The District shall also coordinate and manage the repair of service lines in the Franchise Area connecting its system to users.

(5) Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. A Professional Land Surveyor (PLS) shall be responsible for perpetuating and documenting existing monuments in compliance with the Application Permit to Remove or Destroy a Survey Monument in accordance with WAC 332-120. Following approval by the Public Land Survey Office, copies of the approved permits shall be forwarded to the City. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

Sec. 4. Relocation of Facilities.

(1) Whenever the City causes the grading or widening of the Franchise Area or undertakes construction of City-owned utilities, storm drainage lines, lighting, signalization, sidewalk improvements, pedestrian and bicycle amenities, or other public street improvements and such project requires the relocation of the District's then-existing Facilities within such Franchise Area, the City shall:

(a) Pursuant to RCW 35.21.905, or as amended, consult with the District in the predesign phase of any such project in order to coordinate the project's design with District Facilities within such project's area; and

(b) Provide the District, at least three hundred sixty (360) days prior to the advertisement for bid of construction of such project, written notice that a project is expected to require the relocation of District Facilities, together with reasonably accurate and specific plans and specifications for such grading, widening, or construction and a proposed new location within the Franchise Area for the District's Facilities; and

(c) Coordinate and work diligently with the District to minimize conflicts between existing Facilities and the project improvements where possible, and to avoid having the District relocate their facilities, whenever possible. The District acknowledges that there may be situations and circumstances where no other feasible alternatives are available.

(2) After receipt of such notice and such plans and specifications, District shall relocate such Facilities within the Franchise Area so as to accommodate such street and city utility improvement project; provided, however, District may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations. The City shall within a reasonable time evaluate such alternatives and advise the District in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, District shall submit such additional

information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. If the City reasonably determines that there is no other feasible alternative, the City shall provide the District with further written notice to that effect, and the District shall then relocate its Facilities by its own forces, by separate public works contract or by participating in the City's public works project in accordance with section 4(7). The City shall cooperate with the District to designate a substitute location for its Facilities within the Franchise Area. The City will establish a date by which Facilities will be relocated, which date will be not less than one hundred eighty (180) days after further written notice to the District as to the Facility to be relocated. District must finish relocation of each such Facility by the date so established.

(3) The cost of relocating such Facilities existing within the Franchise Area shall be paid as follows:

(a) If the relocation occurs within ten (10) years after the District or a third party on the District's behalf constructed such Facility, then the City shall pay fifty percent (50%) of the cost of such relocation and the District shall pay the remaining fifty percent (50%).

(b) If the relocation occurs more than ten (10) years after the District or a third party on the District's behalf constructed such Facility, then the relocation shall be at the District's sole cost.

(c) However, if the City requires the relocation of Major Facilities defined as water mains of twelve (12) inch diameter or greater (excluding asbestos cement water mains), supply stations, pump stations or vault structures ("Major Facilities" or "Major Facility") to accommodate the completion of or as a result of a City project, where such facility cannot reasonably be supported, disconnected, relocated or removed, then the City shall pay fifty percent (50%) of the cost of the relocation of the Major Facility and the District shall pay the remaining fifty percent (50%) without limitation on the age of the facility; provided, the City and District agree to give full and

fair consideration to any lower-cost alternatives to relocating the Major Facility meeting the minimum operational requirements of the Parties, and the City and the District shall each pay fifty percent (50%) of the lower-cost alternative.

(d) For the purposes of this section 4, the date of the Facility's acceptance by the District Board of Commissioners, or the date of final contract payment for the facility's installation (whichever occurs first), shall determine the age of the Facility.

(e) Whenever any State or Federal Agency with legal authority within the Franchise Area requires the relocation of District Facilities, the relocation shall be at the District's sole cost. This provision does not limit the District's rights to seek reimbursement for the costs of such relocation from the State or Federal Agency requiring the relocation.

(f) Subsections (a) and (c) of this section 4(3) shall not apply to:

(i) Relocations of District facilities required as part of a formal declaration of emergency as defined by RCW 39.04.280(3) by the City, which is ratified by Resolution of the City Council. In such cases, relocation, if necessary, shall be at the District's sole cost; and

(ii) Relocation of District facilities located on, over, or under bridges, and culverts conveying creeks and streams (identified as Des Moines Creek, Barnes Creek, Massey Creek, McSorley Creek, Woodmont Creek, Redondo Creek, Cold Creek), where relocation of such facilities, if necessary, shall be at the District's sole cost.

(4) Whenever the City is undertaking a road or City-owned utility project or improvement, the City will not use its authority to require the District to relocate water facilities [excluding water services and hydrants] for third party franchise utilities (private utilities) on City-initiated aerial-to-underground conversion projects. If conflicts between the aerial-to-underground joint-trench and the District Facilities cannot be

resolved, and relocation of District Facility's is necessary, the District shall have the right as a pre-condition of such relocation to require payment to the District for any and all costs and expenses incurred by the District in the relocation of such District Facilities. On City-initiated projects requiring aerial-to-aerial relocation of third party franchise utilities (private utilities), the District shall relocate that portion of its Facilities which are in direct conflict with the new locations of the third party franchise utility facilities, such as utility poles, or participate in securing the necessary easements where no reasonable alternative location for the third party franchise utility facilities exists within the then existing right-of-way.

(5) For the purpose of this section 4, a project or improvement is considered to be caused by the City (as described in section 4(1) above) if the project is City-initiated and is part of the City's annually adopted Capital Improvement Project (CIP) Program, and can include projects or improvements where a third party has made an in lieu payment for a portion of the City's capital improvement project, provided, the City is responsible for the majority of the cost of the project or improvement, which, if applicable, includes any grant funding received by the City from any federal or state agency. A project or improvement is not considered to be caused by the City if the project or improvement is constructed by the City on behalf of a third party, where the third party is responsible for the majority of the project or improvement cost, and makes payment to the City in lieu of performing the project or improvement.

(6) Whenever any person or entity, other than the City, requires the relocation of District Facilities to accommodate the work of such person or entity within the Franchise Area [excluding State and Federal Agencies with legal authority within the Franchise Area], the City agrees not to use its authority to require the District to relocate the existing facilities. The District shall have the right as a pre-condition of such relocation to require such person or entity to:

(a) Make payment to District at a time and upon terms acceptable to the District for any and all costs and expense

incurred by the District in the relocation of District Facilities;
and

(b) Protect, defend, indemnify and save the District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District Facilities.

(7) If a City project requires the relocation of then existing Facilities within the Franchise Area, the District shall have the right by interlocal agreement with the City to include the relocation of any Facilities as required by the City as part of the City's public works project. Such interlocal agreement shall include and provide for, but not be limited to, the following terms and conditions:

(a) The inclusion of the District's work as part of the City's project;

(b) The District to provide plans and specifications of the District's work to the City for inclusion as a separate bid schedule in the City project, whether such District plans and specifications are prepared by the District at the District's expense, or the City prepares the plans and specifications for the District's work at the District's expense;

(c) The City bidding the project, including the District's work by separate bid schedule, and the District's approval of the contractor's bid for the District's work in the separate bid schedule, or, alternatively, the District's rejection of the contractor's bid for the District work and the District's right to perform the District's work through a District contractor, provided that in so doing the City's project is not unreasonably delayed;

(d) The City's contractor to install both the City work and the District work, the City's obligation to pay the City's contractor for both the City work and the District work, and the District's obligation to reimburse the City for the cost of the District work performed by the City contractor; and

(e) The District's obligation to reimburse the City for District project administration and inspection fees and costs based on a time and materials basis, provided the City and the District may negotiate a lump sum payment on a per project basis, or a percentage of the total District project construction cost, and provided the District shall not be required to pay for any City-issued permits related to the City work and the District work.

(8) The Parties expressly agree that this section 4 shall not survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

Sec. 5. Right-of-Way management.

(1) Excavation. Whenever the District excavates in any right-of-way for the purpose of installation, construction, operation, maintenance, repair or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in City right-of-way. Except for emergencies or routine maintenance, no District excavation work shall commence within any City right-of-way without a permit, except as otherwise provided in this Franchise and applicable City Ordinance. All work shall be done to the City's reasonable satisfaction.

(2) Restoration after construction. The District shall, after any installation, construction, relocation, operation, maintenance or repair of Facilities within the Franchise Area, restore the right-of-way to City standards as nearly as reasonably possible to its condition prior to any such work. The District agrees to promptly complete all restoration work and to promptly repair any damage to the right-of-way caused by such work at its sole cost and expense. If it is determined the District has failed to restore the right-of-way in accordance with this Franchise and other applicable City regulations, the City shall provide the

District with written notice including a description of the actions the City believes necessary to restore the right-of-way.

(3) Bonding requirement. The District, as a public agency, shall not be required to comply with the City's standard bonding requirement for working in the City's right-of-way.

(4) Emergency work, permit waiver. In the event of an emergency where any District Facilities located in the right-of-way are broken or damaged, or if the District's construction area for the District's Facilities is in a condition as to place health or safety of any person or property in imminent danger, the District shall immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining a permit as required by this Franchise; provided the District shall notify the City as soon as reasonably possible relative to such emergency activity and shall immediately obtain a permit for such activity if required by this Franchise or City Ordinance.

(5) City work zones. The District shall not be required to obtain a City right-of-way permit to undertake utility work when the District has included its work as part of a City public works project in accordance with section 4(7).

(6) Complete permit applications. If the District is required to obtain a City right-of-way permit to undertake utility work within City right-of-way, the City shall issue a permit within fourteen (14) calendar days of receiving a complete application for such permit from the District.

(7) City invoices. The City shall invoice the District for all City fees and charges relating to the issuance of any City right-of-way permit to the District, including inspection fees and charges, on a monthly basis, and the City's final fees and charges within thirty (30) days of the completion of any District work in City right-of-way subject to a City permit, and the City's final acceptance of any such District work.

Sec. 6. Planning coordination.

(1) The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents as follows:

(a) For the District's service area within the City limits, the District will participate in a cooperative effort with the City to develop City's Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

(b) The District will participate in a cooperative effort with the City to ensure that the Utilities Element of City's Comprehensive Plan is accurate as it relates to the District's operations and is updated to ensure continued relevance at reasonable intervals.

(c) The District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the City within a reasonable time, not exceeding twenty (20) days from receipt of a written request for such information, provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession.

(d) The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of District's Comprehensive Water Comprehensive Plan(s), provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

(2) District and City shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:

(a) For the purpose of planning, the District and the City shall provide each other with a copy of their respective

current adopted Capital Improvement Plan annually and upon request by the other Party.

(b) By February 1st of each year, District shall provide the City with a schedule of the District's planned capital improvements which may affect the rights-of-way for that year.

(c) By February 1st of each year, City shall provide the District with a schedule of City's planned capital improvements which may affect the rights-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect District capital improvements and infrastructure.

(d) The District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

(e) All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.

(f) The City and the District agree to cooperate in the planning and implementation of emergency operations response procedures.

(g) Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records in electronic format as available that show the location of its facilities within rights-of-way.

Sec. 7. Indemnification.

(1) District shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or

negligent acts, failures and/or omissions of District or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted District in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

(2) City shall indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise or in exercising the rights granted City in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, employees, volunteers or assigns.

(3) In the event any such claim or demand be presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part of the other Party, the Party shall promptly notify the other Party thereof, and the notified Party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

(4) Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of City and District, their officers, employees and agents, District's liability hereunder shall be only to the extent of District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes

the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

Sec. 8. Default. If the District fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the District a written order to so comply within thirty (30) days from the date such order is received by the District. If the District is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to District. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which District will have an opportunity to be heard) on the impending ordinance, declare an immediate forfeiture of this Franchise, provided, however, if any material failure to comply with this Franchise by District cannot be corrected with due diligence within said thirty (30) day period, the District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which the District may so comply shall be extended for such time as may be reasonably necessary and so long as the District commences promptly and diligently to effect such compliance, provided a good faith dispute does not exist concerning such compliance.

In addition to other remedies provided herein, if the District is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.

Sec. 9. Non-exclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from constructing, altering, maintaining, or using the Franchise

Area or affect the jurisdiction of the City over the same or any part thereof.

Sec. 10. Jurisdiction. This Franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which the City has an actual interest within the Franchise Area. It is not a warranty of title or of interest in City road rights-of-way.

Sec. 11. Franchise term. This Franchise shall have a term of ten (10) years from its Effective Date as defined in section 36 herein, provided this Franchise shall be automatically extended for one additional five (5) year period unless either Party, at least one hundred eighty (180) days prior to the termination date of the Franchise provides written notice to the other Party of its intent to terminate the Franchise at the end of the then current Franchise term (collectively, the "Term").

Sec. 12. Franchise fee. As compensation to the City for its costs of creating and administering this Franchise, the District shall pay to the City a one-time franchise fee ("Franchise Fee") of Five Thousand Dollars (\$5,000.00). The Franchise Fee shall be paid by the District to the City within thirty (30) days of the Effective Date of the Franchise.

Sec. 13. Non-assumption. In consideration of the District's payment of the Franchise Fee and Franchise payment to the City as provided in sections 12 and 14 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear its statutory authority pursuant to chapter 35.13A RCW or other statutes to attempt to assume jurisdiction over all or part of the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the term of this Franchise. The City's agreement and forbearance includes not facilitating or cooperating with any other city or town to attempt pursuant to RCW 35.13A.060 or as such statute may be amended or superseded to assume jurisdiction over the District or any District responsibilities, property, facilities, equipment or utility customers located

within or without the City's corporate limits during the Term of this Franchise.

Sec. 14. Franchise payment.

(1) In consideration of the rights granted the District under this Franchise, the District shall pay to the City a franchise payment ("Franchise payment") in the amount of six percent (6.0%) of the District's Revenue during the Term of this Franchise, beginning the first day of the first month occurring at least thirty (30) days after the Effective Date of this Franchise, subject to the provisions of section 14(2) herein.

(2) Franchise payments shall be paid to the City in bi-monthly installments due and payable within thirty (30) days following the end of the bi-monthly period.

(3) Should the District be prevented by judicial or legislative action from paying any or all of the Franchise payments, the District shall be excused from paying that portion of the Franchise payment. Should a court of competent jurisdiction declare the Franchise payment invalid, in whole or in part, then the District's obligation to pay the Franchise payments to the City under this section shall be terminated in accordance with and to the degree required to comply with such court action, provided, the Parties agree to meet to discuss alternatives and amendments to this Franchise to retain the essential purposes of this section. If the Parties are unable to agree on appropriate amendments to this Franchise, the City shall have the right to void section 14(4) of this Agreement and may impose an Excise Tax on the District's Revenue; provided, if any such Excise Tax exceeds six percent (6%), the District shall have the right to terminate this Franchise and shall have the right to bring an action to challenge the legal validity of any such Excise Tax.

(4) In consideration of the District's payment of a Franchise payment to the City as provided in section 14 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear any legal authority it may have to impose a utility, business and occupation tax, public utility tax, privilege tax, excise tax or

any other tax (collectively "Excise Tax") upon the District based on the District's revenues, gross receipts, or gross income during the term of this Franchise.

(5) If a court of competent jurisdiction determines the City may not agree to forbear its statutory authority to impose an Excise Tax upon the District based on the District's revenues, gross receipts, or gross income during the term of this Franchise, or may not agree to limit any such Excise Tax on the District's revenues, gross receipts, or gross income, and thereafter the City imposes an Excise Tax on the District, the District shall have the cumulative rights and options, at its sole election, to (1) terminate this Franchise and the payment of Franchise payments to the City, or (2) elect not to terminate this Franchise and may elect to pay any such Excise Tax, provided the District's Franchise payments herein to the City shall be credited against any such Excise Tax the City may impose.

(6) The District shall have the right to recover the Franchise payments from the District's ratepayers residing within the City and may identify the Franchise payments as a separate billing item on utility customer billings.

(7) The District agrees while this Franchise is in effect that it will not pursue or support any legal challenge to the Franchise payment set forth herein.

(8) If the District determines to bill the City for fire suppression water facilities as defined in RCW 70.315.020 (1) during the term of this Franchise, the City shall have the right, at its sole discretion, to terminate this Franchise, including the right to receive Franchise payments from the District.

(9) If the District fails to pay any fee required under this Franchise within ninety (90) days after the due date thereof, there shall be added to such fee a penalty of 1.5 percent (1.5%) of the amount of such fee.

Sec. 15. Compliance with codes and regulations.

(1) The rights, privileges and authority herein granted are subject to and governed by this Ordinance and all other applicable City ordinances and codes, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without District's written approval. Nothing in this Ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public or deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City road rights-of-way covered by this Franchise. Any location, relocation, erection or excavation by District shall be performed by District in accordance with applicable federal, state and City rules and regulations, including the City public works policies and pre-approved plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with District.

(2) If any territory served by District is annexed to the City after the Effective Date of this Franchise, this Franchise shall be deemed to be the new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute or the remaining time left under this Franchise for the Franchise Area, whichever is longer. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation. The first Franchise payment for any annexed area shall be calculated pro rata from the effective date of the annexation to the end of the next bi-monthly billing period and paid to the City at the same time as the fee for the Franchise Area is paid for that bi-monthly billing period.

Sec. 16. Location of Facilities and equipment. With the exception of components that are traditionally installed above ground such as fire hydrants, blow offs, vault lids, risers, pump stations, generators, electrical control panels, power meters, telephone connections, automated reading equipment and appurtenances, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed

underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's land use and zoning code and applicable development pre-approved plans.

Sec. 17. Record of installations and service. With respect to excavations by District and the City within the Franchise Area, District and the City shall each comply with its respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of District, the City shall provide District with the most recent update available of any plan of potential improvements to its improvements located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the location of any Facilities placed by District in the Franchise Area, shall be made available to the City within twenty (20) working days of request.

Sec. 18. Shared use of excavations.

(1) District and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Areas

informed of its intent to undertake such construction work. District and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

(2) If at any time, or from time to time, either District, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(a) No statutes, laws, regulations, ordinances or District policies prohibit or restrict the proximity of other utilities or facilities to District's Facilities installed or to be installed within the area to be excavated;

(b) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made;

(c) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

Sec. 19. Insurance.

(1) The District shall keep a policy of insurance in force with a minimum limit of five million dollars (\$5,000,000.00). Verification of insurance coverage is a condition precedent to the effectiveness of this Franchise.

(2) The insurance shall be maintained in full force and effect at the District's sole expense throughout the term of the Franchise, and, should such insurance be terminated, this Franchise shall terminate as of the date of the termination of insurance coverage. The District shall provide the City annually with original certificates evidencing insurance as required by this Agreement.

(3) The coverage provided by the District's insurance policies shall be primary to any insurance maintained by the City, except as to losses or damages attributable to the sole negligence of the City. Any insurance maintained by the City that might relate to this Franchise shall be in excess to the District's insurance and shall not contribute with or to it. The City has no obligation to report occurrences to the insurance companies unless a claim is filed with the City's City Council; and the City has no obligations to pay the District's premiums.

(4) The District shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes as presently constituted or as may be subsequently amended. The District's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The District shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the District's work relating to the Franchise is not intended to include review of the adequacy of the District's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The District shall provide reasonable and appropriate access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

Sec. 20. Abandonment and/or removal of District Facilities. The Parties agree that the standard practice will be to abandon underground District Facilities in-place whenever practical, subject to the following conditions:

(1) The District shall continue to own and be responsible for any such facilities abandoned within the Franchise Area.

(2) The City shall have the right to require the District to remove any Facilities abandoned within the Franchise Area if the City reasonably determines the removal of the abandoned

Facility is required to facilitate the construction or installation of a City project within the Franchise Area and the City determines there is no other reasonable or feasible alternative to the removal of the Facility. The City will make reasonable efforts to avoid conflicts with abandoned Facilities whenever possible, however, whenever a conflict cannot be resolved except by removal from the right-of-way of previously abandoned District Facilities, then the District shall, at the District's expense, remove such abandoned Facilities by their own forces or by participating in the City's public works project. When necessary, removal of abandoned Facilities shall be limited to the area of direct conflict. In removing such material, the District shall conform to all local, state, and federal regulations applicable to asbestos abatement, when applicable.

(3) Within one hundred and eighty days (180) of the District's permanent cessation of use of its Facilities as determined by the District, or any portion thereof, the District shall provide the City with record drawings showing the location of the Facilities to be abandoned.

(4) District Facilities that are abandoned in-place shall be abandoned pursuant to City Standards, to the satisfaction of the Planning, Building and Public Works Director.

(5) The Parties expressly agree that this section shall survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

Sec. 21. Vacation of Franchise Area. If the City processes an application and/or determines to vacate any right-of-way which is part of the Franchise Area, the City may, after giving thirty (30) days written notice to the District, terminate this Franchise with respect to any City road or rights-of-way vacated. However, should the District notify the City that an easement is required for existing Facilities within the proposed vacation area, the City shall require the applicant for a vacation to prepare and provide to the District the necessary easement documentation, at no cost to the District. The City shall withhold approval of such vacation until the District has notified the City that the necessary easement documentation has been secured, or

provisions otherwise made acceptable to the District to maintain the viability and use of existing Facilities.

Sec. 22. Assignment. All of the provisions, conditions, and requirements herein contained shall be binding upon the District, and no right, privilege, license or authorization granted to the District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay, provided that a merger or consolidation of District with or into another Title 57 water-sewer district shall not be considered an assignment for the purposes of this provision and shall not be subject to the City's approval.

Sec. 23. Reservation of rights. The City reserves the right, upon thirty (30) days written notice to the District, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, or federal statute, ordinance, rule or regulation. Unless mandated by state or federal law, if any term or condition of this Franchise and any term or condition of any City code, ordinance, resolution, or regulation are in conflict, the terms of this Franchise shall control.

Sec. 24. Notice. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed

given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: City Clerk
 City of Des Moines
 21630 11th Ave. S.
 Des Moines, WA 98198
 Phone: (206) 878-4595
 Fax: (870) 6540

To District : General Manager
 Highline Water District
 23828 30th Ave. S.
 Kent, WA 98032
 Phone: (206) 824-0375
 Fax: (206) 824-0806

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this section to the other Party.

Sec. 25. Severability. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Sec. 26. Non-Waiver. The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

Sec. 27. Non-Discrimination clause. In all hiring or employment made possible or resulting from this Franchise, the Parties agree there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status, families

with children, honorably discharged veteran or military status or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability unless based upon a bona fide occupation qualification. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Franchise on the grounds of sex, sexual orientation, age, race, color, creed, national origin, marital status, families with children, honorably discharged veteran or military status or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability unless based upon a bona fide occupation qualification.

Sec. 28. Alternate dispute resolution. If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties may submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

Sec. 29. Attorney fees. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's or the District's right to indemnification under section 7 of this Agreement.

Sec. 30. Governing law/venue. This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in King County Superior Court, King County, Washington.

Sec. 31. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Sec. 32. Amendment. This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, section 7 "Indemnity" above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(1) References this Franchise; and

(2) States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with subsections (1) and (2) referenced immediately above, the provisions of this Franchise shall control.

Sec. 33. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to the District as set forth in this Ordinance. District shall have thirty (30) days from the receipt of the certified copy of this Ordinance to accept in writing the terms of the Franchise granted to the District by this Ordinance and file with the City

Clerk the Statement of Acceptance, attached hereto as Exhibit "A," and incorporated by reference.

Sec. 34. District Acceptance of Franchise. District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise.

Sec. 35. Effective date of Ordinance. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.


Sec. 36. Effective date of Franchise. The terms and conditions of this Ordinance shall not be binding on the City and the District unless the District Board of Commissioners within thirty (30) days of the effective date of this Ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the District Board of Commissioners shall be the effective date ("Effective date") of the Franchise.

PASSED BY the City Council of the City of Des Moines this 23rd day of June, 2016 and signed in authentication thereof this 23rd day of June, 2016.



M A Y O R

APPROVED AS TO FORM:



Interim Assistant City Attorney

ATTEST:



City Clerk

Published: June 28, 2016

EXHIBIT A

DES MOINES ORDINANCE NO. 1651

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of Highline Water District hereby declares on behalf of Highline Water District the acceptance of the nonexclusive franchise to Highline Water District approved by the Des Moines City Council on June 23, 2016, by the adoption of Des Moines City Ordinance No. _____.

DATED this _____ day of _____, 2016.

HIGHLINE WATER DISTRICT

By: _____
Its: _____

EXHIBIT B

DES MOINES ORDINANCE NO. 1651

DEPICTION OF CITY CORPORATE BOUNDARIES

LEGAL NOTICE
SUMMARY OF ADOPTED ORDINANCE
CITY OF DES MOINES

ORDINANCE NO. 1651, Adopted June 23, 2016.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This Ordinance grants Highline Water District a non-exclusive franchise to construct, maintain, operate, replace and repair a water system within public rights-of-way of the City of Des Moines, Washington, and fixes a time when the same shall become effective.

The full text of the Ordinance will be mailed without cost upon request.

Bonnie Wilkins, CMC
City Clerk

Published: June 28, 2016

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-7-6A

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, ACCEPTING THE TERMS AND CONDITIONS OF CITY OF DES MOINES ORDINANCE NO. 1651 AUTHORIZING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF DES MOINES, WASHINGTON.

WHEREAS, Highline Water District, a Washington special purpose municipal corporation ("District"), owns water facilities ("Facilities") located in the City of Des Moines, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way as hereinafter defined; and

WHEREAS, RCW 57.08.005 (3) authorizes the District to conduct water throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water facilities; and

WHEREAS, the City and the District have prepared a Franchise Agreement to provide for the operation of District Facilities within the City right-of-way; and

WHEREAS, the City authorized granting the District a non-exclusive franchise to construct, maintain, operate, replace and repair a water system within public rights-of-way of the City by the passage of Ordinance No. 1651 on June 23, 2016, in the form attached hereto as **Attachment 1** and incorporated herein by this reference ("Ordinance" or "Franchise"); and

WHEREAS, the Ordinance provides in Section 34 that the District shall have no rights under the Franchise nor shall the District be bound by the terms and conditions of the Franchise unless the District, within thirty (30) days after the effective date of the Ordinance, files with the City of Des Moines City Clerk its written acceptance of the Franchise; and the effective date of the Ordinance was the 3rd day of July, 2016; now therefore,

BE IT RESOLVED, by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby adopted as if set forth in full herein.
2. Acceptance of Franchise. The terms and conditions of the Franchise as contained in Ordinance No. 1651 and **Attachment 1** to this Resolution are hereby accepted; and the District General Manager is authorized and directed to sign on the District's behalf the "Acceptance of Franchise" attached as Exhibit A to the Ordinance and file such executed "Acceptance of Franchise" with the City of Des Moines City Clerk.
3. Effective Date. This Resolution and the Franchise shall be effective the date set forth below.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-7-6A

ADOPTED by the Board of Commissioners of Highline Water District, King County, Washington, at the regular open public meeting thereof held on the **6th** day of **July 2016**.

BOARD OF COMMISSIONERS



Vince Koester, President



Todd Fultz, Secretary



Daniel Johnson, Commissioner




George Landon, Commissioner

Kathleen Quong-Vermeire, Commissioner

CERTIFICATE

I, Todd Fultz, Secretary of the Board of Commissioners of Highline Water District, King County, Washington, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 16-7-6A of such Board, duly adopted at a regular meeting thereof held on the 6th day of July, 2016, signed by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.



Secretary, Board of Commissioners

EXHIBIT A

DES MOINES ORDINANCE NO. 1651

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of Highline Water District hereby declares on behalf of Highline Water District the acceptance of the nonexclusive franchise to Highline Water District approved by the Des Moines City Council on June 23, 2016, by the adoption of Des Moines City Ordinance No. 1651.

DATED this 6th day of July, 2016.

HIGHLINE WATER DISTRICT

By: Matt Everett
Its: General Manager

Agreement Elements	Purpose	Notes
Grant Acceptance	Granting/Acceptance of Agreement	Within 60-days, Franchisee must file written acceptance of Franchise agreement once passed by Council.
Conditions of Use	Addresses Non Franchise Area/City Property, Termination of Easements, Operational Costs, facility abandonment	Franchise agreement limits Franchisee to only Franchise Area (ROW). When/if City purchases property for public project that contains a Franchisee easement, easement shall be relinquished with certain considerations by City. Franchisee is solely responsible for their operational costs. Abandoned facilities shall be removed unless approved to be abandoned in place.
Term	Sets the term of the agreement with options to extend	Typically 10-years with options to renew for an additional 5. These terms provide certainty over a reasonable time period.
Hydrant (Fire Suppression) Costs	Addresses costs associated with fire suppression elements of water supply (hydrants, pressure etc)	Washington State Supreme Court ruled that cost of hydrants is a general government responsibility. Currently, City is not being charged for this, but requiring Franchise Fees usually results in this cost being charged by the Utility.
Location of Facilities	Requires system maps, GIS data, design markings associated with utility locations	It is important for the City to have accurate, reliable mapping of utility infrastructure within the ROW .
Noninterference of Facilities	Ensure continued smooth operations of the ROW	Commitment of Franchisee to not unreasonably interfere with free passage of traffic, obey WA state laws.
Requirement to Obtain Permits	Clarify that Franchisee is still subject to permits. Lays out notice of entry requirement	Obtain Permits, exceptions, routine maintenance, maintenance blanket permit. Addresses emergency work in the ROW. Addresses notice to private properties adjacent to work in the ROW.
Standard of Performance	Ensure work in the ROW is accomplished in a timely efficient manner and meets city requirements.	Addresses any moratoriums over newly paved areas, ensures work is not dragged out thereby impacting ROW use. Addresses extent of work being done in the ROW at any one time.
Survey Markers and Monuments	Ensure proper handling and/or replacement of survey markings	addresses need to use licensed land survey and to restore disturbed survey markers.
Surface Markings/Stakes	Requires documentation of survey markers prior to the start of work.	Protects survey markers and monuments within the city.

Notification to Fire District	Calls out need to notify Fire District if water supply needs to be shut down or pressure is reduces	Ensures communication between interdependent agencies.
Right to undertake Maintenance Work	Clarify that City has the right to perform any and all maintenance activities.	City's maintenance activates shall not be precluded by Franchisee facilities.
Right of City to Complete Work	Provides City the right to complete Franchisee work if needed. Franchisee is responsible for costs	City can take action to complete outstanding work if it impacts safety, functionality, operations or the ROW.
Required Relocation of Facilities	Details relocation related responsibilities	Coordination, responsibilities of City and Franchisee. Cost sharing, reasonable notice regarding projects and other duties are described.
Damage Repair	Addresses damage to the ROW by Franchisee	Lays out responsibility and timing required with respect to repair. City's right to effect repair if Franchisee is not responsive
Franchise Fee	A fee for administration of the Franchise agreement and/or a fee to offset impacts of the Franchisee to the ROW	Franchisee operations within the ROW benefit from a well maintained ROW and also impact the cost of ROW operations and maintenance. Franchise fees are a way to offset these costs and are typically a percentage of the revenue collected within the City.
General Maintenance of Facilities	Ensures facilities in ROW are kept in good working order	Requires coordination between Franchisee and City to ensure facilities are kept in good working order
Emergency Operations	Ensure coordination and planning efforts happen in advance of a disaster	EM coordination prior to disasters is crucial to resilience and recovery. Obligates both parties to do advanced planning and coordination
Default	Notice of default, Revocation of Franchise	
Limited Rights	Agreement conveys only limited rights within Franchise Area	Standard agreement language
Eminent Domain	Reserves City's right to eminent domain	This agreement in no way precludes the City from exercising eminent domain if needed.
Vacation	What happens if City vacates ROW with utilities in it	City provides notice and makes good faith effort to secure easements for existing utilities.
Compliance with Laws	Franchisee must comply with all federal, state and local laws	Standard agreement language
Guarantee	Franchisee guarantees work in ROW	Guarantee work to be free from settlement or conditions requiring repair for a period of time, typically on the order of 20-years.

Charge for Administrative Costs	Preserves right of City to recover administrative costs associated with permits, supervision, inspection etc.	This is different than administrative costs associated with the Franchise agreement. Preserves City's right to charge for costs associated with permits, inspections etc.
Indemnification	Indemnification language	Standard legal requirement
Insurance	Ensures minimum insurance levels are maintained by Franchisee.	Workers comp, general liability, auto, who is named additionally insured etc. Risk reduction.
General Provisions	Agreement modification, assignment, attorneys' fees, no waiver, governing law, authority, notice	Standard agreement Language
Severability	Portions found to unlawful shall not negate the balance of the agreement	Standard Language
Ratification	Validates past acceptable actions (prior to the effective date of the agreement)	Standard Language
Implementation	Identifies what agreement rules up to the point this agreement goes into effect	Standard agreement language
Effective Date	Date agreement goes into effect	Standard agreement language

Puget Sound Gateway Program

SR 509 Completion Project

SeaTac Transportation and Public Works Committee Meeting

February 18, 2021

SUSAN EVERETT, PE
ANDREY CHEPEL, PE

SR 509 COMPLETION PROJECT MANAGER
SR 509 COMPLETION PROJECT ENGINEER

Agenda

- Objectives:
 - Provide an update on SR 509 Project progress
 - Respond to questions

Local contributions

Grant Assumptions	App Year	Planned	Grant Obtained
Interurban Trail	2017	\$1,400,000	✓
FMSIB 70th Ave E	2018	\$5,000,000	✓
PSRC Port of Tacoma Spur	2018	\$4,000,000	✓
PSRC Veterans Extension	2018	\$4,000,000	✓
TIB 70th Ave E	2019	\$4,000,000	✓
PSRC SR 509 SeaTac Access	2018	\$4,500,000	✓
Federal INFRA (local share)	2020	\$20,000,000	✓
PSRC Hylebos to Alexander Path	2020	\$1,000,000*	✓
TIB Veterans Extension	2020	\$3,100,000	
FMSIB SR 167 Stage 1b	2021	\$4,000,000	
PSRC SR 167 Stage 2	2022	\$3,000,000	
PSRC SR 509 Stage 2	2022	\$3,000,000	
Total Grants Obtained		\$43,900,000	
Total Grants Planned		\$10,000,000	
Direct Local Contributions		\$76,100,000	
STRATEGY TOTAL		\$130,000,000	

* rounded

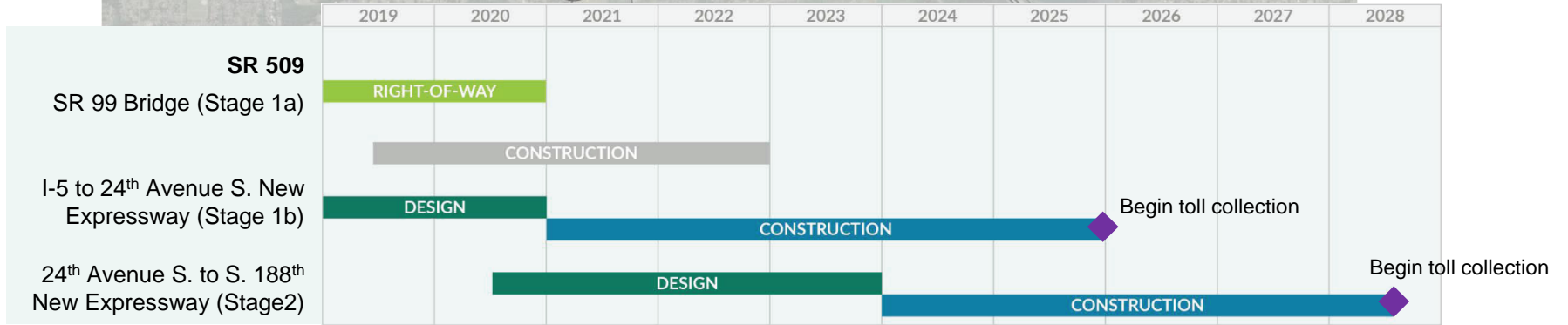
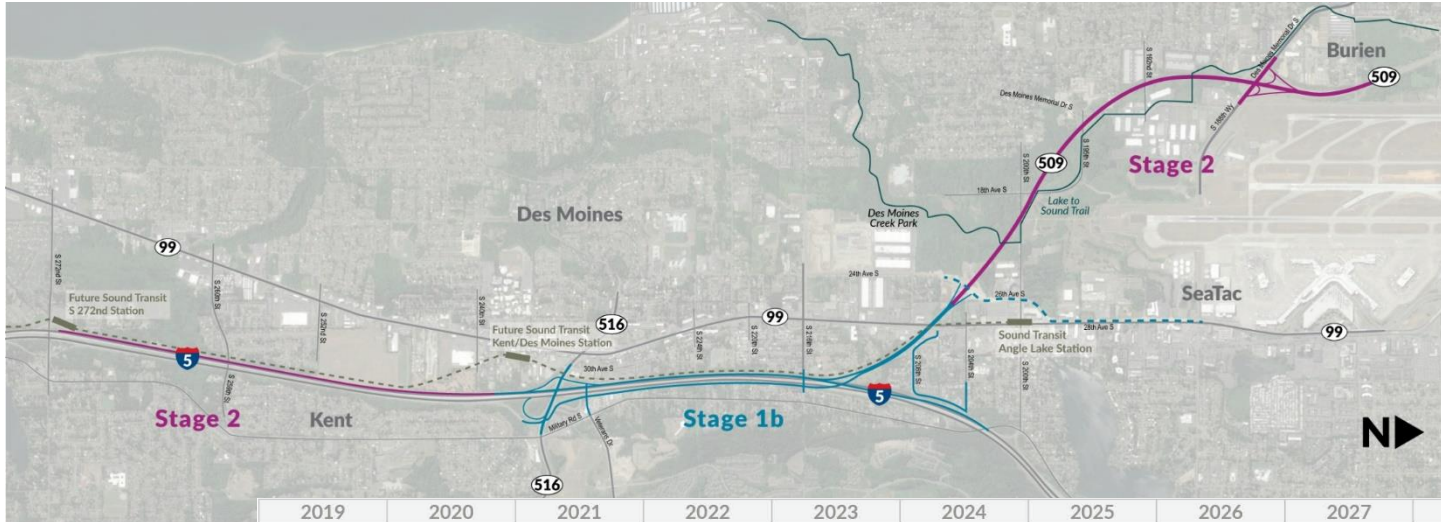
Gateway Program design-build contracts

D-B CONTRACTS	STAGE 1a	STAGE 1b	STAGE 2
SR 509	underway	Contract awarded Dec. 11, 2020 NTP Feb. 2021	2023 RFQ
SR 167	underway	RFQ Oct. 2020 SOQ Jan. 2021 Fall 2021 Award	2023 RFQ

- WSDOT awarded the SR 509, I-5 to 24th Avenue S. New Expressway (Stage 1b) design-build project to Guy F. Atkinson Construction's for \$264 million.

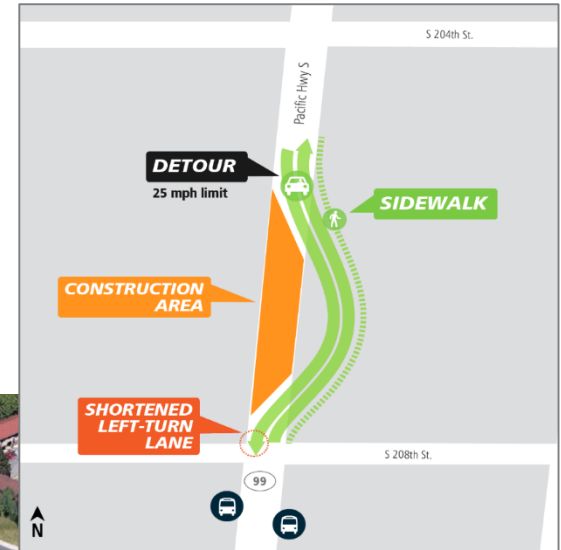
SR 509 Completion Project update

SR 509 construction stages



SR 99 Bridge (Sound Transit – Stage 1a)

- SR 99 early construction activities
- Completed advanced utility relocation for SR 99 bridge
- Working with Sound Transit and Seattle Public Utilities on Midway Landfill
- Coordinating with Sound Transit on noise walls
- SR 99 temporary bypass implemented in January



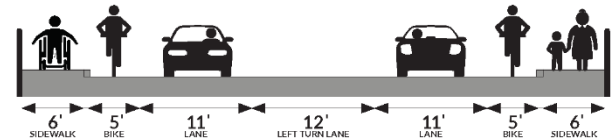
Gateway multimodal elements: SR 509

Lake to Sound Trail Connection

- WSDOT is funding a 1.8-mile portion of the Lake to Sound Trail segment C.
- WSDOT will contribute \$10.25 million to the trail and is working closely with King County and the City of SeaTac to finish the final segment of the trail.
- The Lake to Sound Trail is a 16-mile non motorized trail extending from Lake Washington to Puget Sound shoreline.

Accessibility and transit connections for all

- WSDOT will replace the S. 216th Street Bridge and include six-foot ADA accessible sidewalks and dedicated bike lanes.
- WSDOT will add ADA accessible sidewalks in the Madrona neighborhood between S. 200th Street and S. 208th Street. These sidewalks connect direction to the Federal Way Link Extension line at SR 99.



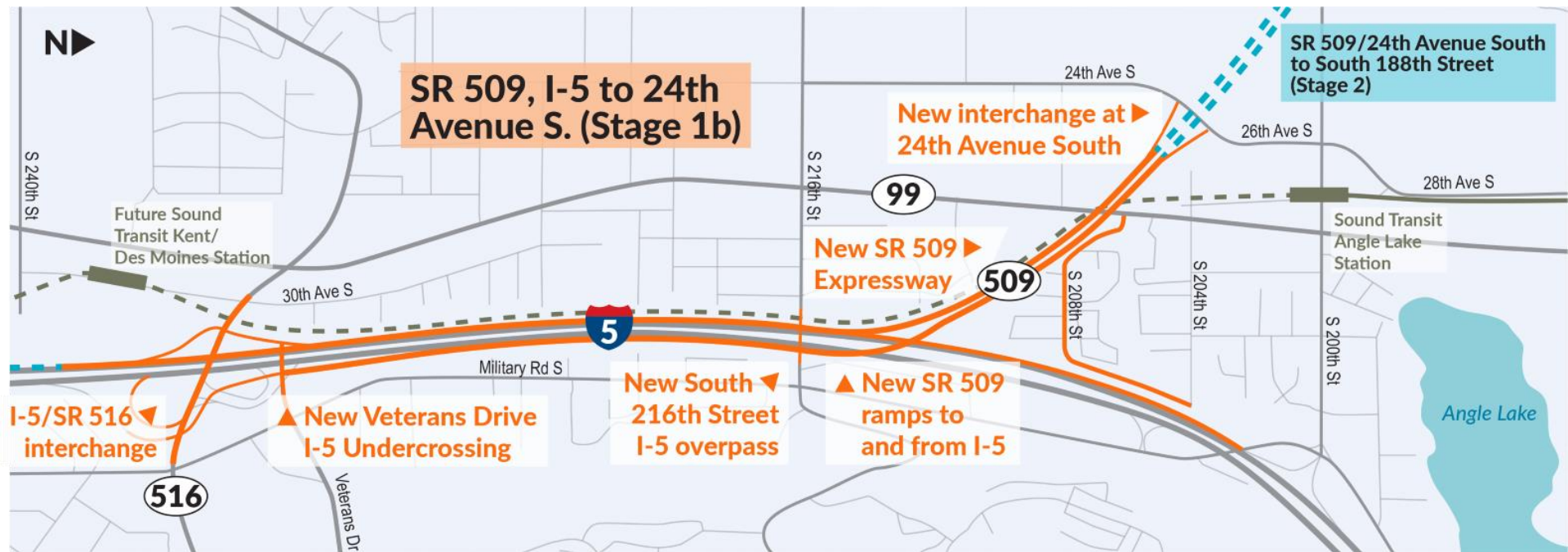
As part of the SR 509 project, WSDOT will build a new overpass across I-5 at S. 216th Street which will include wider sidewalks and bicycle lanes.

I-5 to 24th Avenue S. New Expressway (Stage 1b)

- All environmental permits obtained
- Demolition projects in progress
- Right of way acquisition underway – residential relocations complete
- Contract awarded to Guy F. Atkinson
- Issuing Notice to Proceed in February
- No significant field construction until Spring 2022



I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



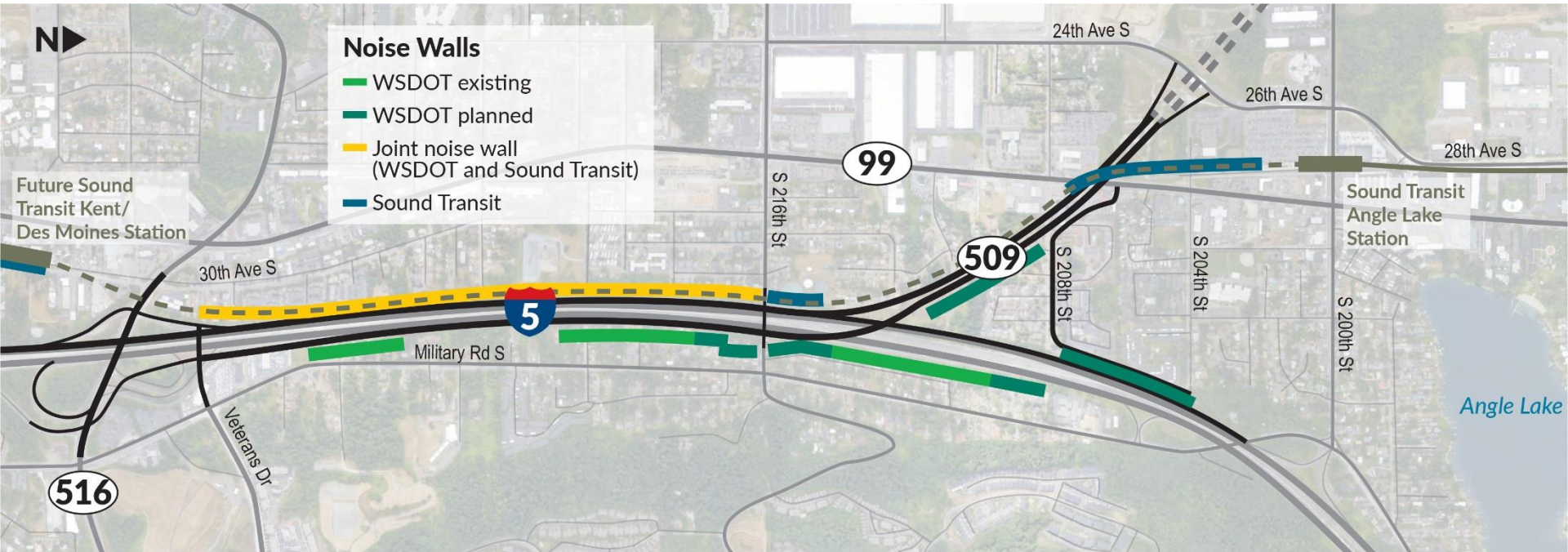
I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



Public Outreach

- Online Open House
 - Open until 3/5
 - Over 800 attendees so far
- Postcards
- Email Update
- Social media
- Advertising

<https://engage.wsdot.wa.gov/sr-509-new-expressway/>

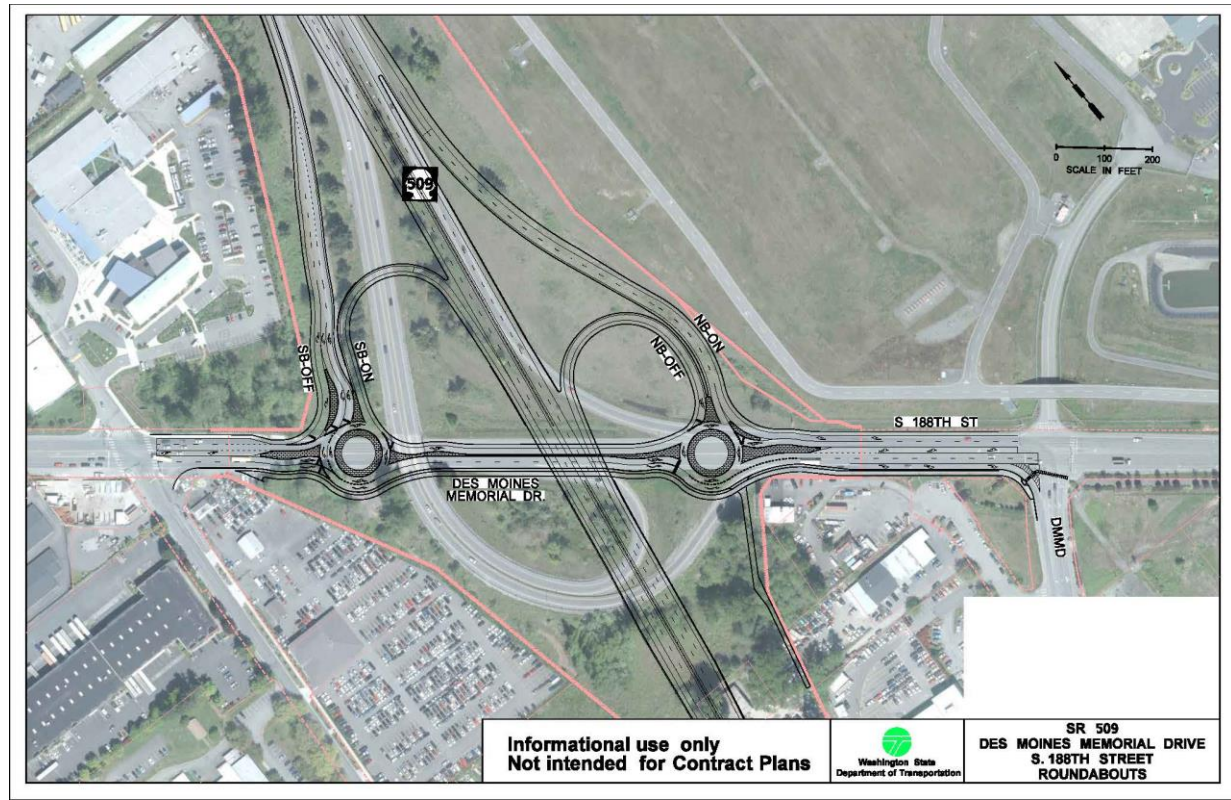
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Re-delineated wetlands, found greater wetland impact
- Amended Runway Protection Zone encroachments
- Working with Washington State Fish and Wildlife to determine which culverts to address in project
- Preparing for NEPA Re-evaluation in Q1 2021



SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- South 188th Street Interchange and roundabouts



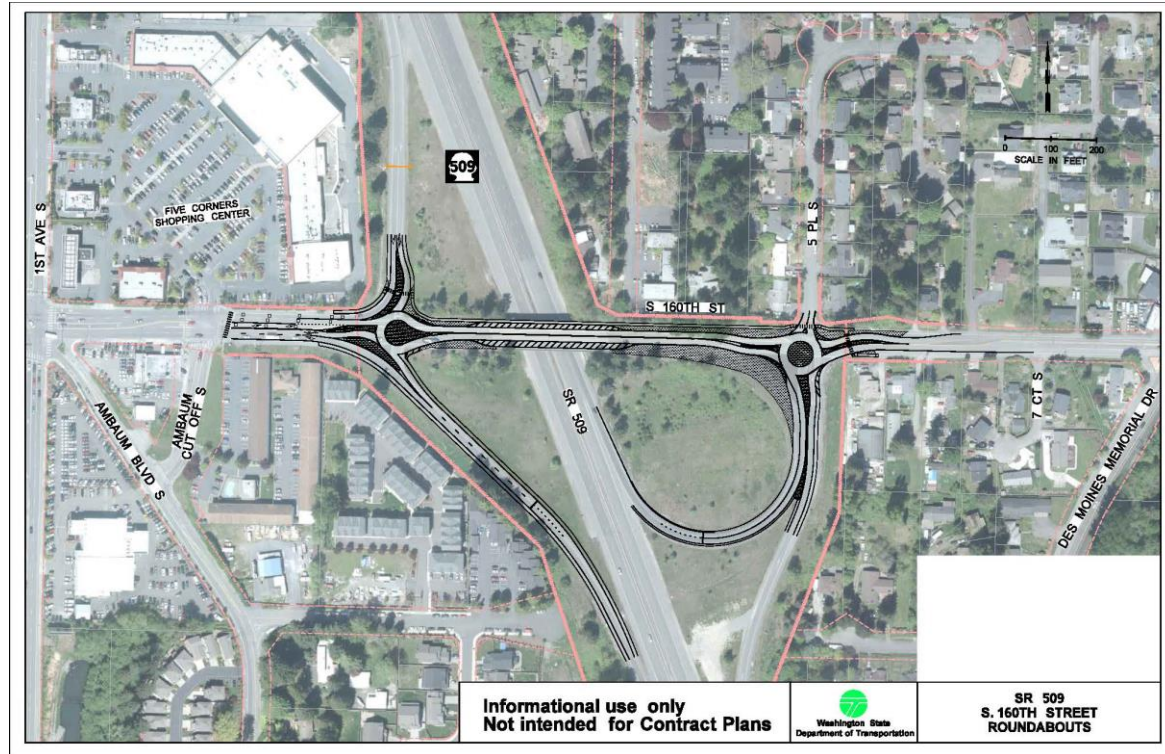
Informational use only
Not intended for Contract Plans



SR 509
DES MOINES MEMORIAL DRIVE
S. 188TH STREET
ROUNDABOUTS

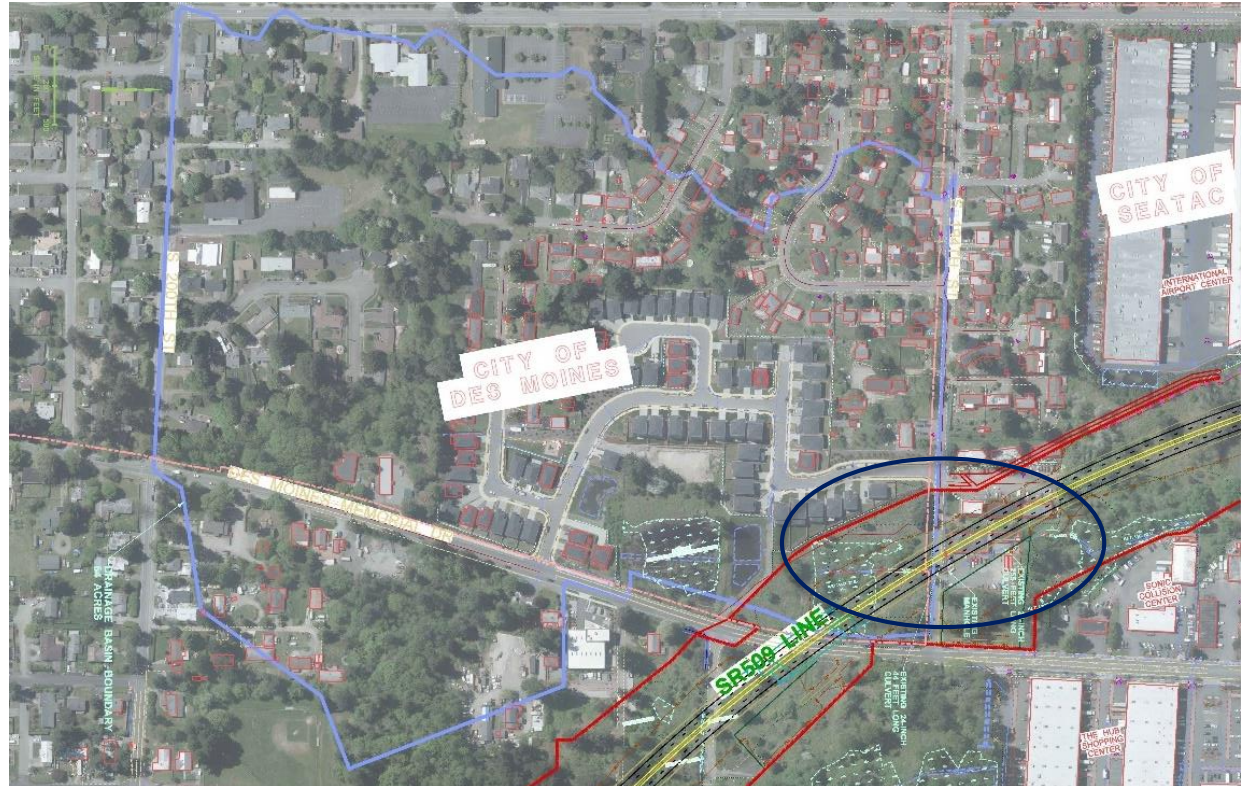
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- South 160th Street Interchange and roundabouts



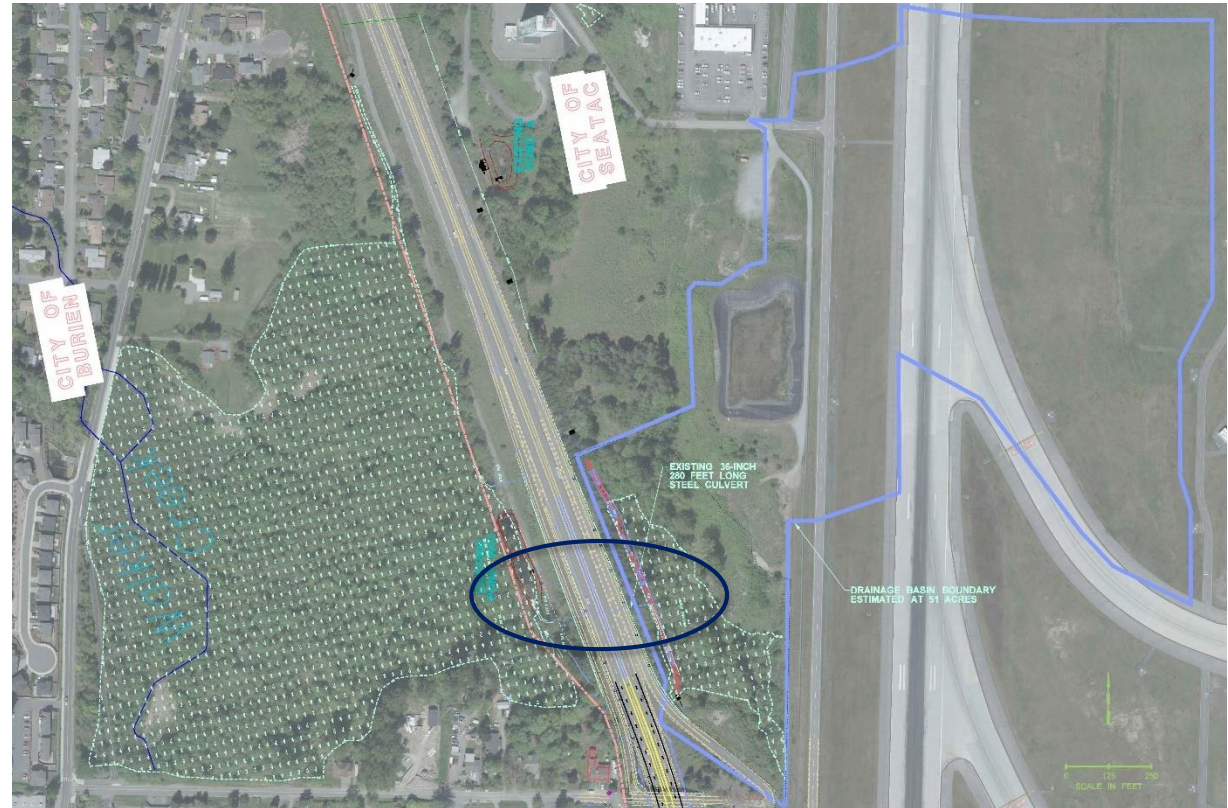
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Culvert under SR 509 near South 194th Street



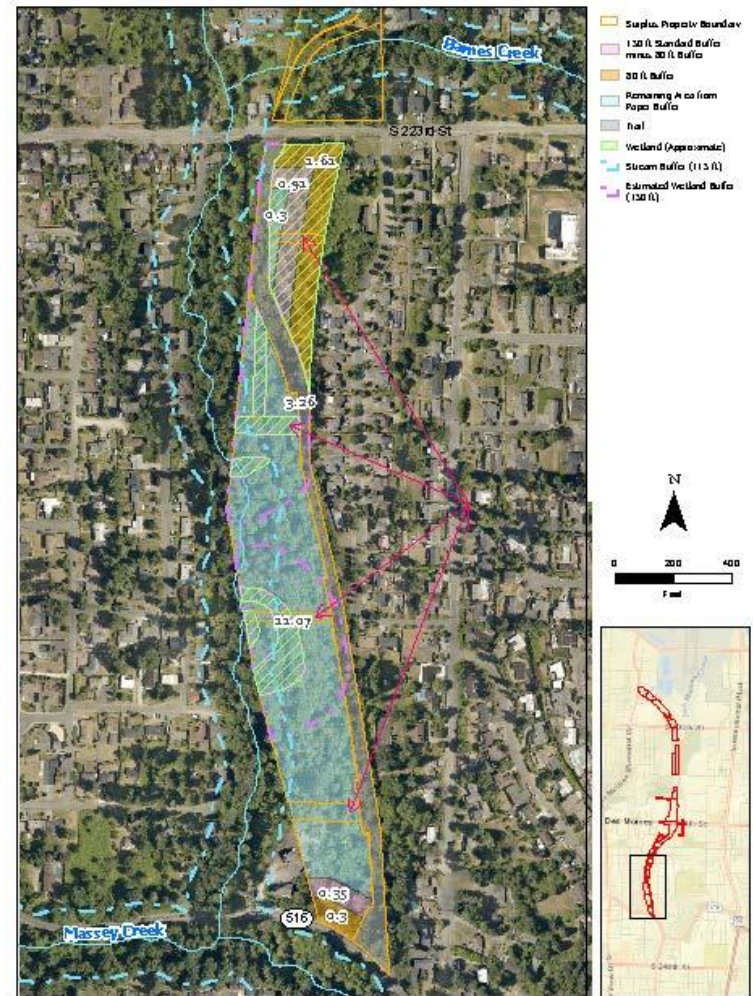
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Culvert under SR 509 near South 176th Street



SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Off-site Barnes Creek mitigation in Des Moines



Questions?

More information:

Susan Everett, PE
SR 509 Project Manager
(206) 805-5422
EverettS@wsdot.wa.gov

Puget Sound Gateway Program

SR 509 Completion Project

SeaTac Transportation and Public Works Committee Meeting

February 18, 2021

SUSAN EVERETT, PE
ANDREY CHEPEL, PE

SR 509 COMPLETION PROJECT MANAGER
SR 509 COMPLETION PROJECT ENGINEER

Agenda

- Objectives:
 - Provide an update on SR 509 Project progress
 - Respond to questions

Local contributions

Grant Assumptions	App Year	Planned	Grant Obtained
Interurban Trail	2017	\$1,400,000	✓
FMSIB 70th Ave E	2018	\$5,000,000	✓
PSRC Port of Tacoma Spur	2018	\$4,000,000	✓
PSRC Veterans Extension	2018	\$4,000,000	✓
TIB 70th Ave E	2019	\$4,000,000	✓
PSRC SR 509 SeaTac Access	2018	\$4,500,000	✓
Federal INFRA (local share)	2020	\$20,000,000	✓
PSRC Hylebos to Alexander Path	2020	\$1,000,000*	✓
TIB Veterans Extension	2020	\$3,100,000	
FMSIB SR 167 Stage 1b	2021	\$4,000,000	
PSRC SR 167 Stage 2	2022	\$3,000,000	
PSRC SR 509 Stage 2	2022	\$3,000,000	
Total Grants Obtained		\$43,900,000	
Total Grants Planned		\$10,000,000	
Direct Local Contributions		\$76,100,000	
STRATEGY TOTAL		\$130,000,000	

* rounded

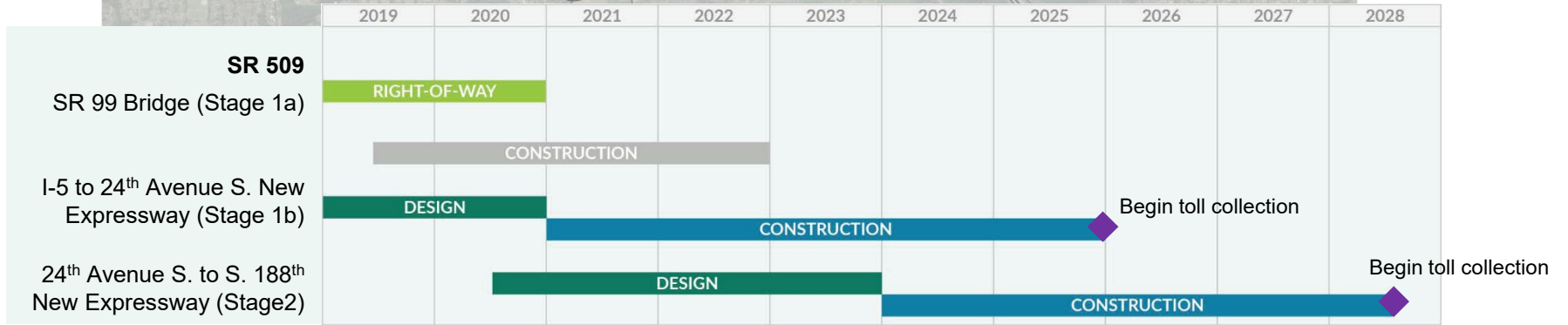
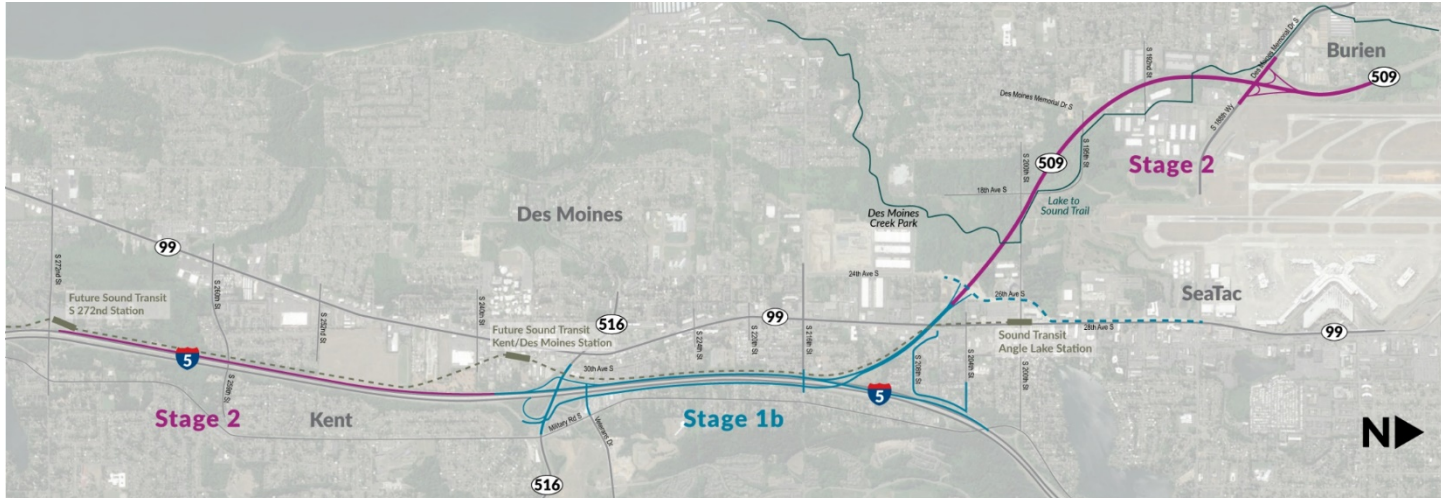
Gateway Program design-build contracts

D-B CONTRACTS	STAGE 1a	STAGE 1b	STAGE 2
SR 509	underway	Contract awarded Dec. 11, 2020 NTP Feb. 2021	2023 RFQ
SR 167	underway	RFQ Oct. 2020 SOQ Jan. 2021 Fall 2021 Award	2023 RFQ

- WSDOT awarded the SR 509, I-5 to 24th Avenue S. New Expressway (Stage 1b) design-build project to Guy F. Atkinson Construction's for \$264 million.

SR 509 Completion Project update

SR 509 construction stages



SR 99 Bridge (Sound Transit – Stage 1a)

- SR 99 early construction activities
- Completed advanced utility relocation for SR 99 bridge
- Working with Sound Transit and Seattle Public Utilities on Midway Landfill
- Coordinating with Sound Transit on noise walls
- SR 99 temporary bypass implemented in January



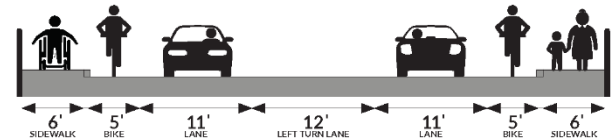
Gateway multimodal elements: SR 509

Lake to Sound Trail Connection

- WSDOT is funding a 1.8-mile portion of the Lake to Sound Trail segment C.
- WSDOT will contribute \$10.25 million to the trail and is working closely with King County and the City of SeaTac to finish the final segment of the trail.
- The Lake to Sound Trail is a 16-mile non motorized trail extending from Lake Washington to Puget Sound shoreline.

Accessibility and transit connections for all

- WSDOT will replace the S. 216th Street Bridge and include six-foot ADA accessible sidewalks and dedicated bike lanes.
- WSDOT will add ADA accessible sidewalks in the Madrona neighborhood between S. 200th Street and S. 208th Street. These sidewalks connect direction to the Federal Way Link Extension line at SR 99.



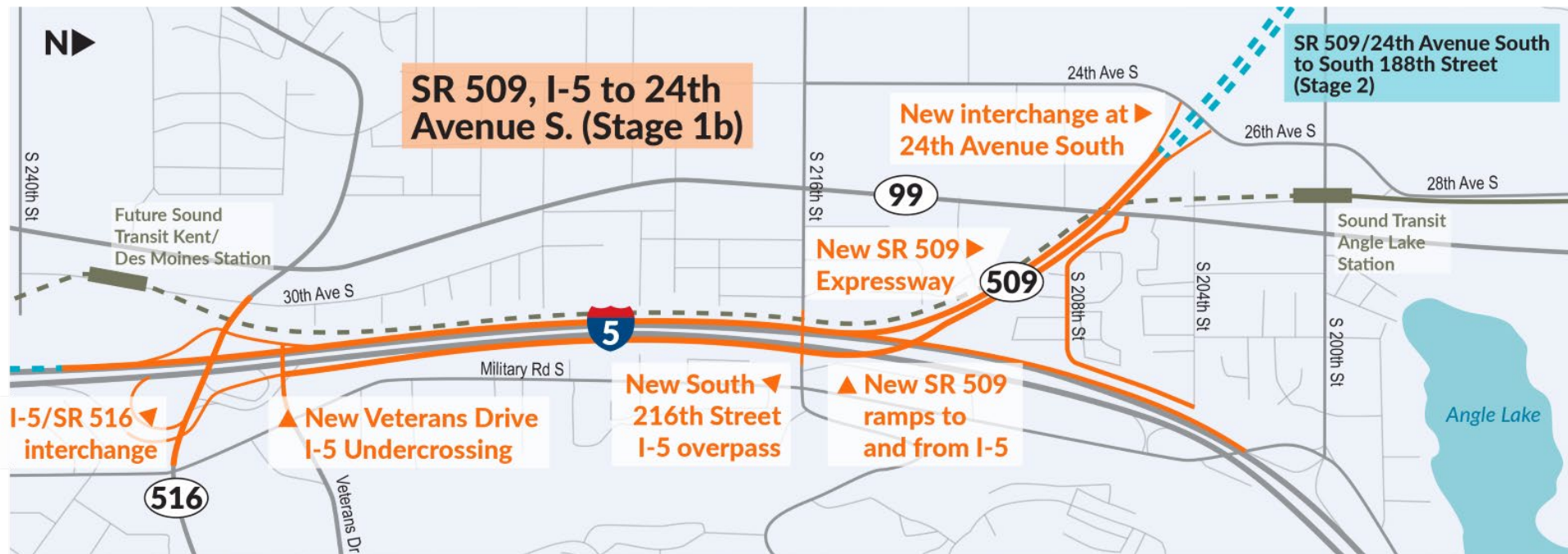
As part of the SR 509 project, WSDOT will build a new overpass across I-5 at S. 216th Street which will include wider sidewalks and bicycle lanes.

I-5 to 24th Avenue S. New Expressway (Stage 1b)

- All environmental permits obtained
- Demolition projects in progress
- Right of way acquisition underway
– residential relocations complete
- Contract awarded to Guy F. Atkinson
- Issuing Notice to Proceed in February
- No significant field construction until Spring 2022



I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



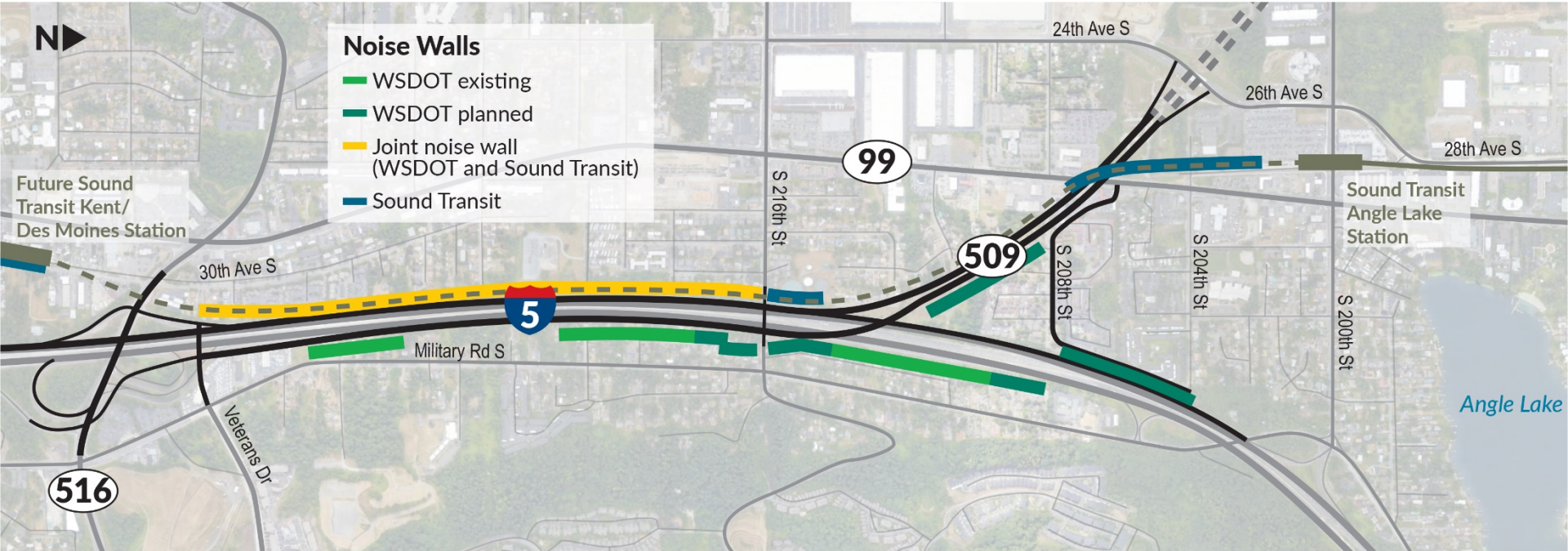
I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



I-5 to 24th Avenue S. New Expressway (Stage 1b)



Public Outreach

- Online Open House
 - Open until 3/5
 - Over 800 attendees so far
- Postcards
- Email Update
- Social media
- Advertising

<https://engage.wsdot.wa.gov/sr-509-new-expressway/>

WSDOT
Published by Mike Allende · February 4 at 7:25 AM · ...

The SR 509 completion project in south King County will begin picking up steam in the next year and there's a lot of work to come. Check out our online open house to learn about our plans to improve access through the area with interchange improvements, new ramps that connect I-5 to SR 509, and the first mile of the SR 509 Expressway. There's also a spot where you can share your feedback, through March 5. The open house is available in English, simplified Chinese, Spanish, an... See More

Thi công diễn ra vào năm 2022

Tim hiểu thêm tại diễn đàn trực tuyến của chúng tôi, từ ngày 25 tháng 01 đến ngày 05 tháng 03 năm 2021

Chương trình cửa ngõ Puget Sound SR 509, từ I-5 đến đường 24th Avenue South

Washington State Department of Transportation

HOME • AGENCY PROJECTS • ONLINE OPEN HOUSES • SR 509, I-5 TO 24TH AVENUE S. • NEW EXPRESSWAY PROJECT

SR 509, I-5 to 24th Avenue S. – New Expressway Project

English | Chinese | Spanish | Vietnamese

Open house home

Project Overview

Key Feature: I-5/SR 516 Interchange

Key Feature: South 216th Street Bridge

Key Feature: SR 509 I-5 Expressway and ramps

Key Feature: 24th Avenue South Interchange

Key Feature: Neighborhood Improvements

Process and Schedule Updates

>Welcome!

WSDOT is starting construction on the SR 509, I-5 to 24th Avenue S. – Expressway Project in 2022. This project is part of WSDOT's effort to extend the SR 509 highway from where it currently ends by Sea-Tac International Airport to Interstate 5.

How to participate

This online open house details the project's key features and benefits. It also provides an opportunity to share your feedback. Please visit each page to learn more about the project and make any comments on the [Comments and Survey Page](#). We also hope you will take a few minutes to complete the brief survey on that same page.

This online open house will remain active between January 25 and March 5, 2021.

What is the SR 509 Completion Project?

The SR 509, I-5 to 24th Avenue S. – Expressway Project is part of the greater SR 509 Completion Project, scheduled for completion in 2028. The SR 509 Completion Project will ultimately extend SR 509 to I-5 in Sea-Tac and add a southern access route to Sea-Tac International Airport to allow drivers to bypass I-5, SR 516, and local streets.

Construction starts in 2022
Learn more at our Online Open House (see other side)

SR 509, I-5 to 24th Avenue S. (Stage 1b)

SR 509/24th Avenue South to South 186th Street (Stage 2)

Obra de construcción a partir de 2022
Más información en nuestra reunión abierta en línea (ver el otro lado)
El Departamento de Transporte del Estado de Washington (WSDOT) comenzará la construcción del contrato de la SR 509, I-5 a la 24th Avenue S. (Etapas 1b) en 2022. El WSDOT reconstruirá el intercambio vial de la I-5/SR 516, construirá nuevas rampas de la SR 509 hacia y desde la I-5, construirá un nuevo intercambio vial en la 24th Avenue South, y construirá un nuevo paso elevado a través de la I-5 en la calle 216. El paso elevado incluye un mejor acceso para peatones y bicicletas. El WSDOT espera completar el proyecto en 2025.

Thi công diễn ra vào 2022
Tìm hiểu thêm tại diễn đàn trực tuyến của chúng tôi (xem trang khác)
Sở Giao thông vận tải bang Washington (gọi tắt là WSDOT) sẽ bắt đầu thi công (giai đoạn 1b) gói thầu trên SR 509, từ I-5 đến đường 24th Avenue S. vào năm 2022. WSDOT sẽ tái thi công nút giao thông giữa I-5 và SR 516, xây mới đường dẫn SR 509 vào và ra từ I-5, xây mới nút giao thông tại 24th Avenue South, và xây mới cầu vượt mới tại qua I-5 tại đường 216th Street. Cầu vượt này bao gồm cả phần vỉa hè tiếp cận cho người đi bộ và xe đạp. WSDOT dự kiến dự án sẽ hoàn thành vào năm 2025.

2022年启动工程
通过我们的线上开放日了解更多详情 (请浏览另一页)
华盛顿州交通部(WSDOT)将于2022年启动SR 509-I-5 走廊2次施工。WSDOT将重新施工I-5/SR 516 立交, 并新建SR 509 走廊, 以及新建SR 509 走廊通往 I-5 的匝道。WSDOT 还将在 24th Avenue S 建设新的立交桥, 并在 216th Street 建设一个新的跨路天桥。该天桥包括行人和自行车的通道。华盛顿交通部预计, WSDOT 将于 2025 年完成该项目。

Puget Sound Gateway Program SR 509 Completion Project

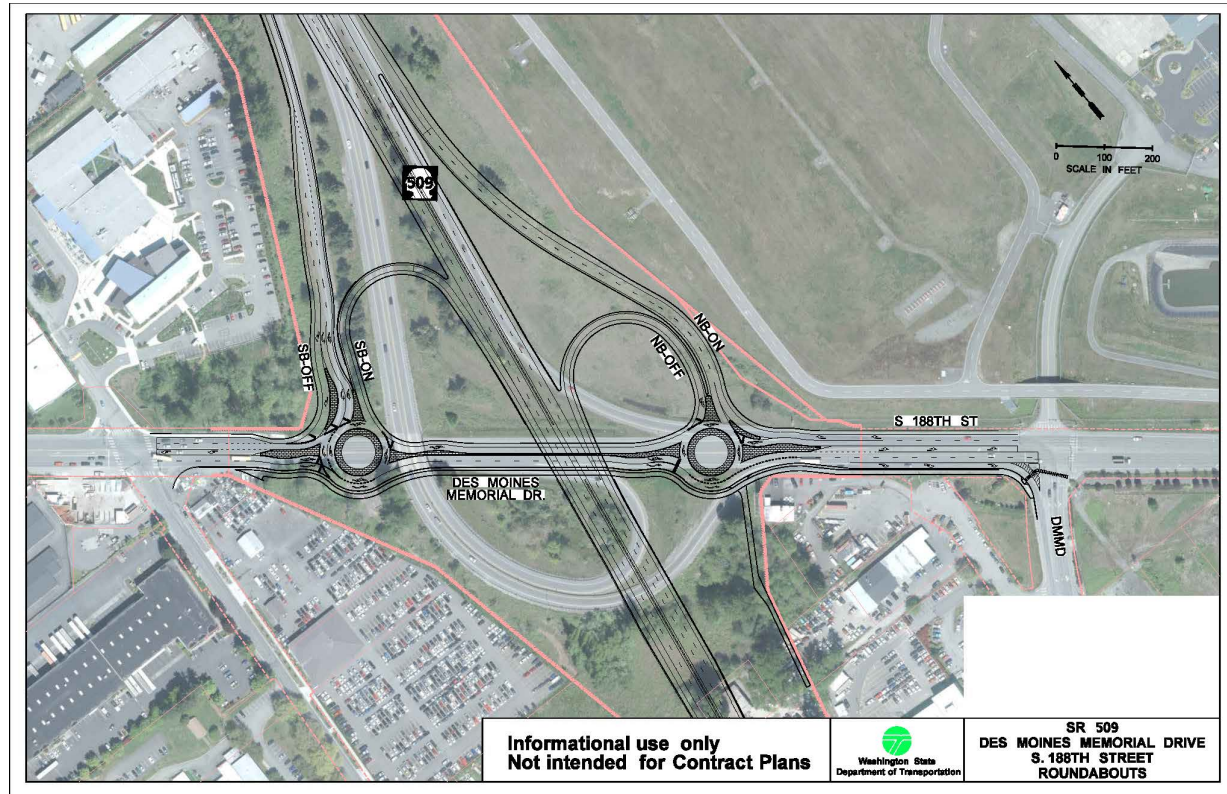
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Re-delineated wetlands, found greater wetland impact
- Amended Runway Protection Zone encroachments
- Working with Washington State Fish and Wildlife to determine which culverts to address in project
- Preparing for NEPA Re-evaluation in Q1 2021



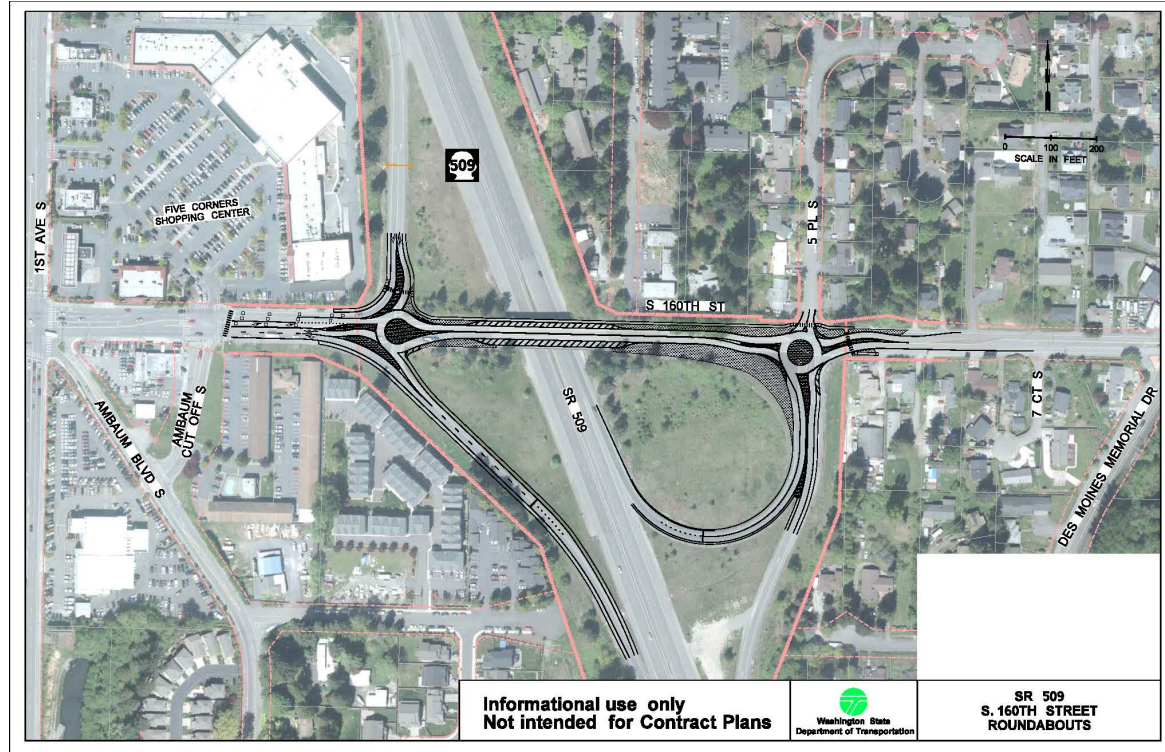
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- South 188th Street Interchange and roundabouts



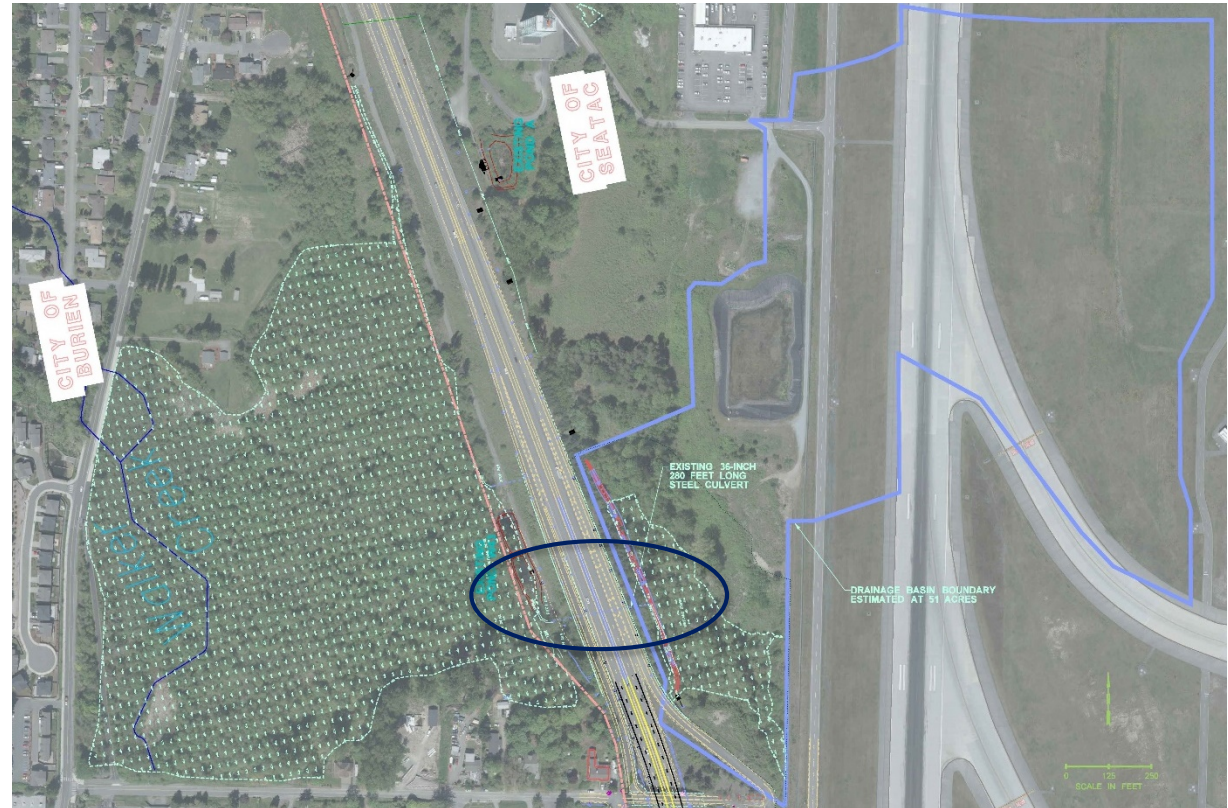
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- South 160th Street Interchange and roundabouts



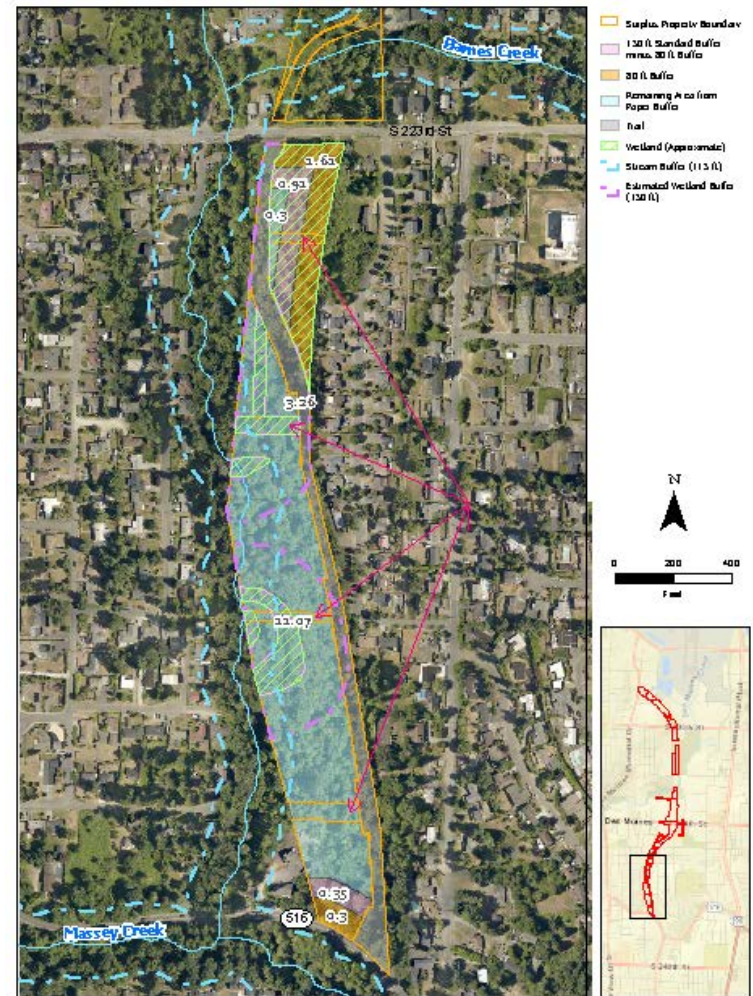
SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Culvert under SR 509 near South 176th Street



SR 509, 24th Avenue S. to S. 188th Street New Expressway (Stage 2)

- Off-site Barnes Creek mitigation in Des Moines



Questions?

More information:

Susan Everett, PE
SR 509 Project Manager
(206) 805-5422
EverettS@wsdot.wa.gov